



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

September 7, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

The Village Council has resumed the in-person regular meeting format. Virtual participation is still available to the public. Please see the last page of the agenda for participation details

AGENDA

- I. CALL TO ORDER / ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. AGENDA: Requests for Deletion / Emergency Additions**
- IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS**
 - A.** Interlocal Agreement with Monroe County Land Authority for Future Land Acquisition
 - B.** Presentation by the Florida Keys History and Discovery Center
- V. PUBLIC COMMENT**

(This is general public comment. It provides an opportunity for the public to speak about matters not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)
- VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
 - A.** Nearshore Water Citizen's Advisory Committee Report - Dianne Harbaugh
- VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
 - A.** Village Manager Screening and Selection Process
 - B.** Charitable Donations Selection Process
 - C.** Alligator Reef Lighthouse Support for Village's State and Federal Lobbyist Agendas
 - D.** Committee Size and Selection Process
 - E.** Discussion and Request for Direction Regarding Green Turtle Hammock Park Scenic Overlook Pavilion Project/Consideration of Rejecting All Bids Received in Response to RFP 23-11- **TAB 1**
- VIII. MAYOR / COUNCIL COMMUNICATIONS**
 - A.** Discussion Regarding Addition of the East Ridge Road Boat Ramp to Nightly Closures List (Councilman Gregg)

- B. Discussion Regarding whether to hold a Special Election to Decide whether to Change the Length of Council Terms, Staggered Terms, and Council Pay (Councilwoman Jolin)
- C. Discussion Regarding Modifying the Purchasing Policies and Procedures to Increase Purchasing Authority (Councilwoman Jolin)
- D. Discussion Regarding Hiring In-House Village Attorney (Councilwoman Jolin)
- E. Discussion Regarding Proposed Redevelopment of Cemex Property (Councilwoman Jolin)
- F. Discussion Regarding Amending Section 13.8 Personnel Policy to Allow Rehire of Former Employees Whose Employment was Involuntarily Separated (Councilman Rosenthal)

IX. **CONSENT AGENDA**

(All items on the Consent Agenda are considered routine by the Village Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event, the item will be moved to the Main Agenda.)

- A. Resolution Amending Resolution No. 23-04-44 Pertaining to the Establishment of an Auditor Selection Committee- **TAB 2**
- B. Resolution Approving Work Authorization No 1. With Tim Matthews Tree & Landscaping for Completion of a Planting Project at the Key Tree Cactus Preserve- **TAB 3** (Peter Frezza, Environmental Resources Manager)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH TIM MATTHEWS TREE & LANDSCAPING, INC FOR COMPLETION OF PLANTING PROJECT AT KEY TREE CACTUS NATURE PRESERVE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE
- C. Resolution Approving Work Authorization No. 13 with WSP for Canal 116 Restoration Project Construction Engineering Inspections and Administration Services- **TAB 4** (Peter Frezza, Environmental Resources Manager)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 13 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR CANAL 116 RESTORATION PROJECT CONSTRUCTION ENGINEERING INSPECTIONS AND ADMINISTRATION SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Approving Work Authorization No. 14 with WSP for Canal 132 Restoration Project Design and Permitting Services- **TAB 5** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 14 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR CANAL 132 RESTORATION PROJECT DESIGN AND PERMITTING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution Approving Letter of Engagement with Michael J. Pawelczyk to Provide Code Compliance Hearing Officer Services- **TAB 6** (Bryan Cook, Interim Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE LETTER OF ENGAGEMENT BETWEEN MICHAEL J. PAWELCZYK AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE SERVICES OF CODE COMPLIANCE HEARING OFFICER; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE ENGAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LETTER OF ENGAGEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

X. ORDINANCES

XI. QUASI-JUDICIAL

XII. RESOLUTIONS

- A. Resolution Approving FDOT SFY 2023 Public Transit Service Development Program Grant Agreement for Expanded Freebee Ridesharing Services- **TAB 7** (Mary Swaney, Procurements & Grants Administrator, Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; APPROVING THE GRANT AGREEMENT G2M67 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR PUBLIC TRANSPORTATION DEVELOPMENT THROUGH EXPANSION OF THE FREEBEE PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND

PROVIDING AN EFFECTIVE DATE

- B. Resolution Approving a Renewal Agreement for Freebee Ridesharing Services in Conjunction with FDOT SFY 2024 Public Transit Service Development Program Grant- **TAB 8** (Mary Swaney, Procurements & Grants Administrator, Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING EXECUTION OF AN AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE WITH EXTENDED SERVICE HOURS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING AN EFFECTIVE DATE

- C. Resolution Approving the Selection of Professional Contractor Services for the Wastewater System Resulting from RFQ 23-10 and Corresponding Continuing Services Agreement- **TAB 9**

- D. Resolution Approving a First Amendment to Work Authorization No. 4 between Page Excavating, Inc., and the Village- **TAB 10** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 4 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, INCREASING THE NOT-TO-EXCEED AMOUNT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution Opposing Consolidation of 16th and 11th Judicial Circuits- **TAB 11** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, EXPRESSING OPPOSITION TO CONSOLIDATION OF JUDICIAL CIRCUITS, SPECIFICALLY THE CONSOLIDATION OF THE 16TH AND 11TH JUDICIAL CIRCUITS

XIII. MOTIONS

XIV. ADJOURNMENT

Options for Viewing the Village Council Meeting:

The public is encouraged to watch the meeting on Monroe County's MCTV Comcast Channel 77. Alternatively, the public may view the meeting streamed live on the Village website from their personal computer, tablet or phone via the following link:

https://www.islamorada.fl.us/departments/communications/live_village_broadcast_meeting.php

Option 1: Email your comments.

1. Public comment should be submitted via email to: public.comment@islamorada.fl.us
2. The email should contain "Public Comment" in the subject line.
3. The name and address of the submitter shall be included in the email.
4. Public comment should be submitted by 9 a.m. the day before the meeting. Public comment will be sent to the Village Councilmembers for consideration prior to the meeting. Public comments will not be read during the meeting.

Option 2: Call in During the Meeting.

1. If phoning in, dial 305-224-1968 and enter the webinar ID: **911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial *9 to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. **Please be sure to unmute your phone when you are called upon.**
2. If watching online via Zoom: Open the Zoom webinar link <https://zoom.us/j/91106564166> and follow the prompts to join the webinar. When the Mayor opens public comment use the "raise your hand" feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:

These meetings are open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the ADA Coordinator at (305) 664-6448 or by email at ADA@islamorada.fl.us at least 48 hours before the scheduled meeting



Council Communication

To: Mayor and Village Council
From:
Date: September 7, 2023
SUBJECT: Interlocal Agreement with Monroe County Land Authority for Future Land Acquisition

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: September 7, 2023
SUBJECT: Presentation by the Florida Keys History and Discovery Center

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: September 7, 2023
SUBJECT: Village Manager Screening and Selection Process

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: September 7, 2023
SUBJECT: Charitable Donations Selection Process

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: September 7, 2023
SUBJECT: Alligator Reef Lighthouse Support for Village's State and Federal
Lobbyist Agendas

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: September 7, 2023
SUBJECT: Committee Size and Selection Process

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: September 7, 2023
SUBJECT: Discussion and Request for Direction Regarding Green Turtle Hammock Park Scenic Overlook Pavilion Project/Consideration of Rejecting All Bids Received in Response to RFP 23-11- TAB 1

Background:

In May 2006, the Florida Communities Trust ("FCT") acquired the Green Turtle Hammock ("GTH") property located at 81224 Overseas Hwy to assist Islamorada, Village of Islands (the "Village") in protecting important natural resources and providing recreational opportunities in the form of parks, open space, and greenways for our community. The property was subsequently deeded to the Village to maintain and provide amenities per the associated management plan with FCT. Since that time, the Village has been completing physical improvements to the property as outlined in the management plan. The remaining components to be completed are adjacent to Florida Bay and include a kayak launch, dock, improved access from the upland area to the waterfront ("Basin Improvement Project"), a waterfront pavilion/observation tower, a restroom, and an improved parking area ("Pavilion Project").

The Green Turtle Hammock Nature Preserve contains pristine hardwood hammock and mangrove wetlands, but a scarified area exists along the waterfront where a residential home was demolished. This is to be the location of the future two-story pavilion with a restroom, storage room and outdoor shower. The property also has overgrown landscaping and insufficient parking to facilitate the Village's goals for the site. The redevelopment includes a new pavilion footprint with restroom, associated plumbing, and stairways, a new parking area with a walkway to the pavilion, a walkway to the dock area, re-grading the site, and enhanced landscaping (the "Pavilion Project").

Note: Construction of a project to renovate the seawall, stabilize the shoreline, and install a new kayak launch with dock (the "Basin Improvement Project") was put out for competitive bids through a separate Request for Proposals. Proposals were received from qualified contractors with costs within the estimated budget. A recommendation for selection of a contractor and award of the Basin Improvements Project will be presented for Council approval at a meeting in the near future.

Analysis:

Request for Proposals (RFP) 23-11 was issued on July 12, 2023, to solicit sealed cost proposals from Florida licensed construction contractors to provide materials and services for the construction of the Pavilion Project. The Village's consulting engineer that designed the pavilion, CPH, Inc., provided the Village with a construction estimate of approximately \$1,000,000.00.

The scope of services in RFP 23-11 included the following deliverables: “The successful proposer shall construct a 2,400 square-foot two-story Pavilion with a restroom on the first level, sculptural stairs and a “lookout” on the second level, an ADA ramp and stairs, a parking lot and driveway, structural foundation and platform, associated plumbing, and landscaping. Restroom plumbing includes connection to an existing wastewater grinder station inlet. Also contained within the scope is fill in the uplands to level existing grade elevations.” Construction plans were an exhibit to the RFP.

The Village received three (3) proposals in response to RFP 23-11 by the submission deadline of August 15, 2023. An Evaluation Committee comprised of the Chief Building Official, the Public Works and Wastewater Director, and the Environmental Resources Manager convened to evaluate the proposals. The Chief Building Official and the Public Works and Wastewater Director determined that the cost of the highest ranked proposal was 300% or more than standard per-square-foot costs for new construction. Consideration was given to the fact that there are no walls, windows, drywall and finishes that are included in the standard per-square-foot new construction costs, and the electrical and plumbing work is limited to the relatively small restroom area. Renderings from the construction plans are provided as Attachment A.

At the end of the meeting, the Evaluation Committee agreed to seek direction from the Village Council to 1) reject all bids, 2) rebid the project under the current plans or 3) reduce the scope of the project design and advertise a bid for the new/reduced design, if the Council agreed that the cost proposals were unacceptable.

Staff requests that the Village Council consider the following options and provide direction to staff accordingly:

OPTION 1: Reject all bids received and release a new RFP for the Pavilion Project. The new RFP would include the Village’s construction cost estimate of \$1 million, and it would require that potential proposers submit two construction cost bids. The first bid would be to construct the Pavilion Project as currently designed, and the second bid would be to construct the Pavilion Project without the second-floor roof and roof support structures. The second option would provide a scenic overlook pavilion with shaded first level and unshaded second/overlook level to be constructed such that the second level roof and supports could be added in the future.

OPTION 2: Consider the proposals received in response to RFP 23-11 with rankings of the Evaluation Committee at a future meeting acknowledging that the budget would need to be increased.

OPTION 3: Reject all bids and cancel the Pavilion Project for the foreseeable future.

Attachment B is a draft of a Notice to Reject All Bids that could be released based on Council direction. By formally rejecting all bids, the proposals received in response to RFP 23-11 do not become public record nor do the cost proposal amounts.

Budget Impact:

The proposed FY 2023-2024 Capital Project Fund budget includes \$1,500,000.00 for Green Turtle Hammock Park Improvements to include both the Basin Improvement Project and the Pavilion Project. The Village has received the following two grants to fund a portion of the

improvements proposed for the Green Turtle Hammock: 1) a Florida Recreation Development Assistance Program ("FRDAP") Grant through the Florida Department of Environmental Protection for reimbursement of up to \$200,000.00 specifically for the Pavilion Project, and 2) a Monroe County Tourist Development Council (TDC) grant for \$693,165.00 specifically for the Basin Improvement Project. (Note: The amount of the TDC grant is sufficient to cover the entire cost of the Basin Improvements Project construction.)

Direction to move forward with the Pavilion Project at a cost within the engineering budget estimate would be approximately \$800,000.00 in non-grant funded costs to the Village. Direction to move forward with the highest-ranked proposer to RFP 23-11 would be significantly higher in non-grant funded costs to the Village.

The revenue source for the non-grant-funded costs of the Pavilion Project is Parks and Recreation Impact Fees. The September 30, 2023 projected fund balance of the Parks and Recreation Impact Fees is \$1,286,400.00.

Staff Impact:

The Interim Village Manager, Village Attorney and Village staff would proceed based on Village Council direction.

Recommendation:

It is recommended that the Village Council consider the above information and direct staff accordingly with regard to the Green Turtle Hammock Park Scenic Overlook Pavilion Project.

- Attachments:**
1. Attachment A: Green Turtle Hammock Pavilion Renderings from Bid Set
 2. Attachment B: Draft Memo Option-Reject all Bids



Islamorada

Village of Islands

PLANTATION KEY WINDLEY KEY UPPER & LOWER MATECUMBE

Memorandum

To: Bryan Cook, Interim Village Manager

Through: Maria Bassett, Finance Director

From: Mary Swaney, Procurement and Grants Administrator

Date:

Subject: **NOTICE:** Reject All Bids Received for Request for Proposals ("RFP") No. 23-11 GREEN TURTLE HAMMOCK NATURE PRESERVE SCENIC OVERLOOK PAVILION PROJECT

The signature of the Interim Village Manager above formalizes this notice that shall serve as the official notice of Islamorada, Village of Islands' decision to reject all proposals in the above-referenced solicitation in accordance with section XI of RFP 23-11 which states that "[t]he Village reserves the right to accept or reject any or all proposals, to waive irregularities, technical errors and formalities, and to select a qualified contractor or contractors to provide the Project as it deems will best serve the interests of the Village."

All bids received on the above-referenced RFP have been rejected on the basis of good cause in that all proposals exceeded the project estimate budgeted amount.

Therefore, pursuant to section XI of the above-reference solicitation and to best serve the interests of the Village, the Village is exercising its right to reject all proposals submitted pursuant thereto and effectively cancelling this solicitation immediately.

Please be advised that the Village intends to re-issue a new solicitation for this project, thus invoking section 119.091(1)(b)(3), Florida Statutes, which states in pertinent part that "If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation."

Please feel free to contact Islamorada Procurement and Grants Administrator Mary Swaney at 305-664-6427 if you have any questions.



Council Communication

To: Mayor and Village Council
From:
Date: September 7, 2023
SUBJECT: Discussion Regarding Addition of the East Ridge Road Boat Ramp to
Nightly Closures List (Councilman Gregg)

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: September 7, 2023
SUBJECT: Discussion Regarding whether to hold a Special Election to Decide whether to Change the Length of Council Terms, Staggered Terms, and Council Pay (Councilwoman Jolin)

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: September 7, 2023
SUBJECT: Discussion Regarding Modifying the Purchasing Policies and Procedures to Increase Purchasing Authority (Councilwoman Jolin)

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Elizabeth Jolin, Council Member
Date: September 7, 2023
SUBJECT: Discussion Regarding Hiring In-House Village Attorney (Councilwoman Jolin)

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Elizabeth Jolin, Council Member
Date: September 7, 2023
SUBJECT: Discussion Regarding Proposed Redevelopment of Cemex Property
(Councilwoman Jolin)

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Henry Rosenthal, Council Member
Date: September 7, 2023
SUBJECT: Discussion Regarding Amending Section 13.8 Personnel Policy to Allow Rehire of Former Employees Whose Employment was Involuntarily Separated (Councilman Rosenthal)

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: September 7, 2023
SUBJECT: **Resolution Amending Resolution No. 23-04-44 Pertaining to the Establishment of an Auditor Selection Committee- TAB 2**

Background:

At its meeting on April 13, 2023, the Village Council adopted Resolution No. 23-04-44 establishing an Auditor Selection Committee (the "Committee") in accordance with the requirements of Section 218.391 Florida Statutes. Section 3 of Resolution No. 23-04-44 relating to "Terms and Composition" states that the Committee shall be comprised of three (3) members. At its meeting on August 17, 2023, the Village Council agreed to change the composition of the Committee to four (4) members.

Analysis:

The attached Resolution amends Resolution No. 23-04-44 to increase the composition of the Committee from three (3) members to four (4) members.

Budget Impact:

There is no budget impact associated with adoption of the attached Resolution.

Staff Impact:

There is no staff impact associated with adoption of the attached Resolution.

Recommendation:

Staff recommends that the Village Council adopt the attached Resolution to memorialize Council direction at its meeting on August 17, 2023.

Attachments: 1. Reso_Auditor Selection Comm_090723 RVCM

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION NO. 23-04-44 PERTAINING TO THE ESTABLISHMENT OF AN AUDITOR SELECTION COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at its meeting on April 13, 2023, the Village Council adopted Resolution No. 23-04-44 establishing an Auditor Selection Committee (the "Committee") in accordance with the requirements of Section 218.391, Florida Statutes; and

WHEREAS, Section 3 of Resolution No. 23-04-44 relating to "Terms and Composition" states that the Committee shall be comprised of three (3) members; and

WHEREAS, at its meeting on August 17, 2023, the Village Council agreed to change the composition of the Committee to four (4) members; and

WHEREAS, the Village Council desires to amend Resolution No. 23-04-44 to increase the number of Committee members to four (4).

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. Composition of the Audit Selection Committee. The Village Council hereby amends Resolution No. 23-04-44 to increase the composition of the Committee to assist in the selection of an auditor to conduct the annual financial audit required by Section 218.39, Florida Statutes, from three (3) members to four (4) members.

Section 3. Effective Date.

This resolution shall become effective

immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE
USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: September 7, 2023
SUBJECT: **Resolution Approving Work Authorization No 1. With Tim Matthews Tree & Landscaping for Completion of a Planting Project at the Key Tree Cactus Preserve- TAB 3**

Background:

In accordance with its Comprehensive Plan, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance as well as to preserve and enhance open space and natural landscapes. This project would further the Village's natural landscapes planting objective within open space, parks, and right-of-way areas. In August 2023 the Village requested a proposal from Tim Matthews Tree & Landscaping, Inc. ("Tim Matthews") for a tree and shrub planting project within the Village owned Key Tree Cactus Preserve (the "Preserve") on Upper Matecumbe Key. The Village has recently completed the construction of a restroom, new driveway and parking area and other site improvements on the Preserve. This planting project is intended to enhance the property buffer, replace trees lost from construction, create shade, and fill open space with native foliage around the Preserve. Effective June 26, 2023, the Village and Tim Matthews entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional landscaping services resulting from a competitive bid process (RFQ# 23-03) to create a library of firms for landscaping, tree trimming and mangrove trimming.

Analysis:

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 1 between the Village and Tim Matthews for professional landscaping services for the project at the Preserve at a cost not to exceed \$12,287.00. Work Authorization No. 1 would become effective upon full execution and the project would commence as directed by the Village. Under Work Authorization No. 1, as outlined in the scope within Exhibit "B", Tim Matthews would complete a project involving planting plants all native to the Florida Keys and would include 16 canopy trees and 38 shrubs and understory plants. The contractor is to complete the work in a timely manner as indicated in the Agreement.

Budget Impact:

The Village's Purchasing Ordinance and procedures require that contracts with or purchases from a vendor above \$25,000.00 in a single year must be approved by the Village Council. The Village Council previously approved Phase 1 of a right-of-way planting project on Plantation Key in the amount of \$27,165.00 through adoption of Resolution No. 22-10-104, and the Village Council previously approved Phase 2 of a right-of-way planting project on Planation Key in the amount of \$16,831.00.

This Work Authorization would be for a not-to-exceed amount of \$12,287.00, as outlined in Exhibit “A” to the Resolution making the total authorization to Tim Matthews in FY 2022-2023 \$56,283.00. Costs for this landscaping project, which would ultimately be recorded as an asset of the Village, would be accounted for in the FY 2022-2023 Capital Project Fund budget and would be funded by a transfer of In Lieu of Landscape Mitigation funds from the General Fund. The Finance Department estimates that the amount in Committed Fund Balance for Landscape Mitigation at September 30, 2023, will be \$830,000.00.

Staff Impact:

The Village’s Environmental Resources Manager and Public Works Director would oversee the project and coordinate as necessary. The Village’s Finance department would track the expenditure and record the corresponding transfer of Landscape Mitigation fees from the General Fund to the Capital Project Fund.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 1 with Tim Matthews, Inc.

- Attachments:**
1. Reso_KTCP planting_Tim Matthews_090723
 2. Exhibit A_WA#1 Tim Matthews_KTCP
 3. Exhibit
B_Est_25268_from_Tim_Matthews_Tree__Landscaping_Inc_15320

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH TIM MATTHEWS TREE & LANDSCAPING, INC FOR COMPLETION OF PLANTING PROJECT AT KEY TREE CACTUS NATURE PRESERVE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance and promote natural landscapes and habitat through native tree plantings within open spaces within the Village; and

WHEREAS, the Village has proposed a native plant planting project at Key Tree Cactus Nature Preserve, a Village owned conservation property on Upper Matecumbe Key; and

WHEREAS, the Village is in need of an independent contractor to provide the services to complete the planting project; and

WHEREAS, the Village requested a proposal from Tim Matthews Tree & Landscaping, Inc. ("Tim Matthews") for the planting project services, as detailed in Exhibit "B" attached hereto; and

WHEREAS, pursuant to RFQ 23-03, the Village entered into a current Continuing Services Agreement with Tim Matthews for landscaping, tree trimming and mangrove trimming services; and

WHEREAS, Tim Matthews is willing to perform these services as outlined in the Scope of Services attached as Exhibit "B" in an amount not to exceed Twelve Thousand Two Hundred Eighty-seven Dollars (\$12,287.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of the Work Authorization No. 1 with Tim Matthews is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 1 with Tim Matthews, attached as Exhibit "A", for completion of the Project.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

TIM MATTHEWS TREE AND LANDSCAPING INC

For

Work Authorization No. 1

Professional Landscaping Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and AVALON GARDENS INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated June 26, 2023, pursuant to RFQ #23-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide landscaping services to plant native trees and shrubs within the Key Tree Cactus Preserve as more further described in Exhibit "B" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide Professional Landscaping services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "B" to complete the Key Tree Cactus Preserve tree planting Project.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "B."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order

executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Planting of 16 canopy trees and 38 shrubs and understory plants*
- *Planting Soil*
- *Mulch*
- *Watering*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the Project in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the Project.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2023**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Manager.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager through the issuance of a Purchase Order. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption.

3.4 All limitations of time set forth in this Project Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Twelve Thousand Two Hundred Eighty-seven Dollars **(\$12,287.00)** as compensation for

performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific Work Authorization Number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The

CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Project Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Project Agreement. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Project Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

10.4 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Project Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its

subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Project Agreement.

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Bryan Cook, Interim Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick, Village Attorney

CONSULTANT

TIM MATTHEWS TREE AND LANDSCAPING INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

WITNESSES:

Print Name:_____

Print Name:_____

Tim Matthews Tree & Landscaping,
Inc.
160 Florida Ave
Tavernier, FL 33070

Exhibit "B"

Estimate

Date	Estimate #
8/19/2023	25268

Name / Address
Islamorada Village of Islands 86800 Overseas Hwy Islamorada, FL 33036

Terms			
Due On Completion			
Description	Qty	Cost	Total
Estimate For Planting Key Tree Cactus Preserve.			0.00
Deliver And Install (2) Shortleaf Fig 15 Gallon Container.	2	190.00	380.00
Deliver And Install (2) Green Buttonwood 15 Gallon Container.	2	194.00	388.00
Deliver And Install (2) Wild Tamarind 15 Gallon Container.	2	194.00	388.00
Deliver And Install (2) Strangler Fig 15 Gallon Container.	2	239.00	478.00
Deliver And Install (1) Mahogany 15 Gallon Container.	1	204.00	204.00
Deliver And Install (1) Pigeon Plum 15 Gallon Container.	1	204.00	204.00
Deliver And Install (1) Inkwood 15 Gallon Container.	1	197.00	197.00
Deliver And Install (1) Willow Bustic Tree 15 Gallon Container.	1	204.00	204.00
Deliver And Install (1) Mastic 15 Gallon Container.	1	204.00	204.00
Deliver And Install (1) Milkbark 15 Gallon Container.	1	204.00	204.00
Deliver And Install (1) Everglades Velvetseed 15 Gallon Container.	1	204.00	204.00
Deliver And Install (1) Saffron Plum 15 Gallon Container.	1	219.00	219.00
Deliver And Install (7) Jamaican Caper 7 Gallon Container.	7	65.00	455.00
Deliver And Install (5) Crabwood 7 Gallon Container.	5	79.00	395.00
Deliver And Install (5) Marlberry 7 Gallon Container.	5	75.00	375.00
Deliver And Install (4) Lancewood 7 Gallon Container.	4	99.00	396.00
Deliver And Install (4) White Stopper 7 Gallon Container.	4	79.00	316.00
Deliver And Install (3) Locustberry 7 Gallon Container.	3	65.00	195.00
Deliver And Install (3) Myrtle Of The River 7 Gallon Container.	3	69.00	207.00
Deliver And Install (2) Florida Boxwood 7 Gallon Container.	2	79.00	158.00
Deliver And Install (2) White Indigoberry 7 Gallon Container.	2	69.00	138.00
Deliver And Install (1) Darling Plum 7 Gallon Container.	1	109.00	109.00
Deliver And Install (1) Redberry Stopper 7 Gallon Container.	1	105.00	105.00
Deliver And Install (1) Wild Lime 7 Gallon Container.	1	79.00	79.00
Prep Work Remove Invasives.		450.00	450.00
THANK YOU FOR YOUR BUSINESS!		Total	

Signature

Phone #	Fax #	E-mail
305-853-7044	305-916-5476	timmatthewstree@gmail.com

Tim Matthews Tree & Landscaping,
Inc.
160 Florida Ave
Tavernier, FL 33070

Estimate

Date	Estimate #
8/19/2023	25268

Name / Address
Islamorada Village of Islands 86800 Overseas Hwy Islamorada, FL 33036

Terms
Due On Completion

Description	Qty	Cost	Total
Topsoil For Plantings.		225.00	225.00
1600 S.F. Of Native Hardwood Mulch Installed On Trees And Shrubs.		950.00	950.00
Watering Plan 5 Days Per Week For The First Week And 3 Days Per Week For The Next 7 Weeks Total Of 26 Waterings.		4,460.00	4,460.00
			0.00
THANK YOU FOR YOUR BUSINESS!		Total	\$12,287.00

*** Please note that we are not responsible for any underground utility damage if not properly marked or made aware of.***

Signature _____

Phone #	Fax #	E-mail
305-853-7044	305-916-5476	timmatthewstree@gmail.com



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: September 7, 2023
SUBJECT: **Resolution Approving Work Authorization No. 13 with WSP for Canal 116 Restoration Project Construction Engineering Inspections and Administration Services- TAB 4**

Background:

This canal backfilling project continues the Islamorada, Village of Islands (the "Village"), restoration project(s) for water quality improvement within canals and near shore waters. Monitoring of canal restoration projects has shown that backfilling has resulted in an immediate change in the canal's water quality by significantly improving the water column's dissolved oxygen content. The studies also concluded that water quality in deep residential canals cannot be improved without reducing canal depth.

In February of 2023, WSP USA Environment & Infrastructure, Inc. ("WSP") assisted the Village in completing the design, permitting and bid support for the Canal #116 Backfilling Restoration Project under Work Authorization #10. Three competitive proposals were provided for the restoration project and through a selection process, Adventure Environmental Inc. was awarded the contract to complete the construction project. Construction engineering inspections and administration services are needed to assist the Village with completion of this project.

Analysis:

Pursuant to RFQ# 20-03, on August 14, 2020, the Village entered into a current Continuing Services Agreement ("CSA") with WSP for professional engineering and architectural support services. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 13 between the Village and WSP for Professional Engineering Services at a cost not to exceed \$69,110.00. Work Authorization No. 14 would become effective upon full execution and run through December 31, 2024. Under Work Authorization No. 13, as outlined in the Scope of Services within Exhibit "B", WSP will provide construction engineering inspections and administration services for the Canal 116 backfill project (the "Services"). If Work Authorization No. 13 is approved, the Services are anticipated to begin in October 2023 and are expected to take approximately three months to complete.

Budget Impact:

The proposed Fiscal Year 2023-2024 Capital Project Fund Budget includes \$1,469,100.00 for the Canal #116 backfilling project. The Village has accepted a grant award from the Florida Department of Environmental Protection in the amount of \$1,759,627.10 through the Florida Keys Stewardship Act to fund this project and related project management services.

Staff Impact:

The Village's Environmental Resources Manager would work with WSP staff and field technicians to oversee the canal restoration-related project and manage the agreement with WSP. The Village's Finance department would track the expenditures.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby approving Work Authorization No. 13 with WSP.

- Attachments:**
1. Resolution C116 CEI&A WA#13 WSP
 2. Exhibit A_WA#13 WSP_CEI & A Canal 116
 3. Exhibit B_WSP Proposal Canal 116 CEI&A

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 13 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR CANAL 116 RESTORATION PROJECT CONSTRUCTION ENGINEERING INSPECTIONS AND ADMINISTRATION SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of ongoing efforts to improve water quality within its canals and nearshore waters, Islamorada, Village of Islands (the "Village") will be conducting a canal backfill restoration project within Canal 116, Plantation Key (the "Project"); and

WHEREAS, the Village is in need of an independent contractor to provide the necessary construction engineering inspections and administration services to oversee and complete this project; and

WHEREAS, the Village sought the expertise of WSP USA Environment & Infrastructure, Inc. ("WSP") to develop a "Scope of Services" for this project, as detailed under Task 1 in Exhibit "B" attached hereto; and

WHEREAS, pursuant to RFQ# 20-03, the Village entered into a current Continuing Services Agreement ("CSA") with WSP for professional engineering and architectural support services; and

WHEREAS, WSP is willing to perform the services as outlined in the Scope of Services ("Services"), attached as Exhibit "B," in an amount not to exceed Sixty-nine Thousand One Hundred Ten Dollars (\$69,110.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has

determined that approval of the Work Authorization No. 13 with WSP for the Services is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 13 with WSP, attached as Exhibit "A," for completion of the Project.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.
Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____
Vice Mayor Sharon Mahoney _____
Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin ___

Councilman Henry Rosenthal ___

PASSED AND ADOPTED THIS ___ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

For

Work Authorization No. 13

Engineering, Environmental, and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 14, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide construction engineering inspections and administration services for the Canal 116 backfill restoration project as more further described in Exhibit "B" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental and engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "B" to complete the Construction Engineering Inspections and Administration Services for the Canal 116 Backfill Restoration Project.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "B."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Construction Engineering and Inspection report (Electronic in PDF format) to document the completion of the project in accordance with the plans, specifications, and permits.*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the Project in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the Project.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2024**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Project Agreement as Exhibit "B." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

3.4 All limitations of time set forth in this Project Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Sixty-nine Thousand One Hundred Ten Dollars **(\$69,110.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "1", attached hereto and made a part of this Project Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Project Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Project Agreement. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Project Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such

suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<u>Greg Corning, P.E.</u>	<u>Sr. Project Manager</u>
<u>Stephen Hanks, P.E.</u>	<u>Senior Engineer</u>
<u>Josh Ptomey, Beau Daigneault</u>	<u>Field Coordination</u>
<u>Dustin Atwater</u>	<u>GIS Professional</u>
<u>Soraya Gomez, Maggie Kanakis</u>	<u>Administration</u>
<u> </u>	<u> </u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

10.1 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If

this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

10.4 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Project Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Project Agreement.

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Bryan Cook, Interim Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY

FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick, Interim Village Attorney

CONSULTANT

WSP USA ENVIRONMENT & INFRASTRUCTURE,
INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:

Print Name:_____

Print Name:_____



Exhibit 'B'

5015 S. Florida Avenue, Ste 301
Lakeland, Florida 33813

wsp.com

February 27, 2023

Mr. Peter Frezza
Environmental Resources Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Via email: peter.frezza@islamorada.fl.us

Re: Proposal for Construction Engineering Inspections and Administration Services
Canal #116 Plantation Key Backfilling Restoration Project
WSP Project: No. 600800.9

Dear Mr. Frezza:

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to provide this proposal for construction engineering inspection and administrations services related to the Canal #116 Plantation Key Backfilling Restoration Project.

Background and Need Section

WSP completed the design, permitting and procurement for the Canal #116 Backfilling Restoration Project under work authorization #10.

Three competitive proposals were provided for the restoration project and through a selection committee process, Sea & Shoreline, LLC was awarded the contract. Sea & Shoreline provided the Village with a 58-day construction schedule for completion of the project.

The following services are following the Continuing Services Agreement dated September 2018 and amended March 2019 for Professional Engineering Services, Canal Restoration Projects, and Environmental Permitting and Support Services.

Scope of Services

Task 1 : Construction Inspections and Administration

WSP will provide construction engineering and environmental site inspections and construction administration services for the Canal #116 Backfilling Restoration Project. Below are the services to be provided:

- a) Site Inspections: WSP will provide up to eight hours daily site inspections for the 58-day construction schedule Monday through Friday during field construction activities and prepare daily work reports showing contractors activities, equipment, maintenance of traffic and environmental compliance.
- b) Construction Administration: WSP will provide consultation and advice to the Village regarding the Contractor's performance of the Contract. WSP will liaise with the Village, homeowners, and other stakeholders as necessary to administer the construction contract.

Deliverable: Construction Engineering and Inspection report (Electronic in PDF format) to document the completion of the project in accordance with the plans, specifications, and permits.

Schedule

We will begin work on this project at the start of the Notice to Proceed provided to the Contractor.

Proposed Fee

Fees for the services described above will be charged on a Lump Sum basis. The proposed fee includes the labor and expenses which can reasonably be anticipated to complete the scope of services as proposed and includes travel costs and expendable supplies. The total proposed fee is \$69,110.00

This proposal is good for 60 days or contract end date whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and WSP USA Environment & Infrastructure, Inc. (WSP), dated September 14, 2018, are incorporated by reference.

Covid-19

Notwithstanding anything mentioned in this proposal, the attached documents or any terms or conditions applicable to WSP's work, if WSP's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of WSP's or Subcontractors' workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) WSP's or Subcontractors' restrictions and/or directives; and/or (5) fulfillment of WSP's or Subcontractors' contractual or legal health and safety obligations associated with COVID-19; then, WSP shall be entitled to a reasonable adjustment to the schedule and duration to account for such delays, disruptions, suspensions, and impacts.

To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of these services, WSP may be entitled to a mutually-agreed-upon equitable adjustment to the price for such increases, provided WSP presents documentation of such increases (including the original prices).

Closing

We appreciate this opportunity to offer our professional services to you and the Village on this project. We look forward to working with you and are committed to providing the services you require for the successful completion of this important project within the time frame required. If you have any questions or comments regarding this proposal, please let us know.

Sincerely,

WSP USA Environment & Infrastructure, Inc.



Greg Corning
Assistant Vice President, Civil Engineer
FL Civil Design Team Lead
1 (314) 920-8359
Greg.Corning@wsp.com



Crissy Mehle
Vice President, FL Water Environmental Local
Business Leader
1 (470) 991-3771
Christine.Mehle@wsp.com



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: September 7, 2023
SUBJECT: **Resolution Approving Work Authorization No. 14 with WSP for Canal 132 Restoration Project Design and Permitting Services- TAB 5**

Background:

This canal restoration project would continue the Islamorada, Village of Islands (the “Village”), restoration project(s) for water quality improvement within canals and near shore waters. The technology proposed for this restoration project is a gravity flow injection well. Injection wells are believed to be the most efficient technology to improve water quality in dead end canal systems with no options for culverts. This would be the second canal restoration project within the Village to utilize an injection well.

Canal No. 132 is located within the Plantation Lake Estates neighborhood on Plantation Key and is currently ranked second on the Village’s updated Canal Water Quality Improvement Project Ranking Evaluation list. Village staff have been in contact with homeowners adjacent to this site regarding canal restoration since 2013. Reports from homeowners and site visits by staff within the past few years indicate that this canal has recently been experiencing abnormally poor water quality. Village staff most recently met with the Plantation Lake Estates Homeowners Association and they acknowledged their desire to move forward with this project. Project design and permitting services are needed to assist the Village in moving towards construction of this project.

Analysis:

Pursuant to RFQ# 20-03, on August 14, 2020, the Village entered into a current Continuing Services Agreement (“CSA”) with WSP for professional engineering and architectural support services. Exhibit “A” to the attached Resolution is proposed Work Authorization No. 14 between the Village and WSP for Professional Engineering Services at a cost not to exceed \$24,171.10. Work Authorization No. 14 would become effective upon full execution and run through March 31, 2025. The Village’s current CSA with WSP terminates August 13, 2025. Under Work Authorization No. 14, as outlined in the Scope of Services within Exhibit “B”, WSP will provide data collection and assessment, data plans, permit application assistance, and support in procurement of a construction contractor for the Canal 132 gravity flow injection well project (the “Services”). If Work Authorization No. 14 is approved, the Services are anticipated to begin in October 2023 and are expected to take approximately fifteen months to complete.

Budget Impact:

The proposed Fiscal Year 2023-2024 Capital Project Fund Budget includes \$45,000.00 for the Canal #132 restoration project. This is to include the design and permitting fees. This work is expected to take up to a year with construction planned for FY 2024-2025. When construction costs are determined through a competitive bid process to engage a contractor for the project, budget and funding approval from the Village Council would be requested at that time.

Staff Impact:

The Village's Environmental Resources Manager would work with WSP staff and field technicians to oversee the canal restoration-related project and manage the agreement with WSP. The Village's Finance department would track the expenditures.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby approving Work Authorization No. 14 with WSP.

- Attachments:**
1. Resolution C132 D&P WA#14 WSP
 2. Exhibit A_WA#14 WSP_Design & Permitting_Canal 132
 3. Exhibit B_Village of Islamorada - Canal 132 Injection Well Proposal 8-15-23

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 14 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR CANAL 132 RESTORATION PROJECT DESIGN AND PERMITTING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of ongoing efforts to improve water quality within its canals and nearshore waters, Islamorada, Village of Islands (the "Village") is proposing a gravity injection well canal restoration project within Canal 132, Plantation Key (the "Project"); and

WHEREAS, the Village is in need of an independent contractor to provide the necessary design and permitting services necessary to complete this project; and

WHEREAS, the Village sought the expertise of WSP USA Environment & Infrastructure, Inc. ("WSP") to develop a "Scope of Services" for this project, as detailed under Task 1 in Exhibit "B" attached hereto; and

WHEREAS, pursuant to RFQ# 20-03, the Village entered into a current Continuing Services Agreement ("CSA") with WSP for professional engineering and architectural support services; and

WHEREAS, WSP is willing to perform the services as outlined in the Scope of Services ("Services"), attached as Exhibit "B," in an amount not to exceed Twenty-four Thousand One Hundred Seventy-One Dollars and Ten Cents (\$24,171.10); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 14 with WSP for the Services is in the

best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 14 with WSP, attached as Exhibit "A," for completion of the Project.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.
Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	___
Vice Mayor Sharon Mahoney	___
Councilman Mark Gregg	___
Councilwoman Elizabeth Jolin	___

Councilman Henry Rosenthal ___

PASSED AND ADOPTED THIS ___ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

For

Work Authorization No. 14

Engineering, Environmental, and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 14, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide design, permitting, and bid procurement assistance services for the Canal 132 gravity flow injection well restoration project as more further described in Exhibit "B" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental and engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "B" to complete the Design and Permitting for the Canal 132 Gravity Flow Injection Well Restoration Project.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "B."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Summary sampling report with analytical data*
- *Final signed and sealed construction plans, technical specifications, and engineers cost estimate*
- *Received permits from FDEP, USACE, FKNMS, and the Village*
- *Request for proposal package*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the Project in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the Project.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through, **March 31, 2025**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Project Agreement as Exhibit "B." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

3.4 All limitations of time set forth in this Project Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Twenty-four Thousand One Hundred Seventy-One Dollars and Ten Cents **(\$24,171.10)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "B", attached hereto and made a part of this Project Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly

or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Project Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Project Agreement. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Project Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<u>Greg Corning, P.E.</u>	<u>Sr. Project Manager</u>
<u>Stephen Hanks, P.E.</u>	<u>Senior Engineer</u>
<u>Josh Ptomey, Beau Daigneault</u>	<u>Field Coordination</u>
<u>Dustin Atwater</u>	<u>GIS Professional</u>
<u>Soraya Gomez, Maggie Kanakis</u>	<u>Administration</u>
<u> </u>	<u> </u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been

held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

10.1 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

10.4 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Project Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Project Agreement.

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Bryan Cook, Interim Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick, Interim Village Attorney

CONSULTANT

WSP USA ENVIRONMENT & INFRASTRUCTURE,
INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:

Print Name:_____

Print Name:_____



Exhibit "B"

16250 NW 59th Ave., Suite 206
Miami Lakes, Florida 33014

wsp.com

August 15, 2023

Mr. Peter Frezza
Environmental Resources Manager
VILLAGE OF ISLAMORADA
86800 Overseas Highway
Islamorada, FL 33036

Via email: peter.frezza@islamorada.fl.us

Re: Proposal for Canal 132 Gravity Flow Injection Well Redesign & Permitting
Islamorada, Florida
WSP Project No.: 600800X11

Dear Mr. Frezza:

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to submit this proposal to Village of Islamorada for canal restoration in canal 132 Plantation Key. The proposed scope of work includes redesign, permitting, and construction procurement for a gravity flow injection well.

The following sections describe the project background, the proposed scope of services, baseline schedule for our deliverables and proposed fees.

Project Information

Due to the stagnant water flow within the canal system that induces degraded dissolved oxygen, WSP is recommending a gravity flow injection well. The injection well will increase flushing by allowing the incoming tide to move through the canal and infiltrate into the subsurface through gravity flow.

Scope of Services

Task 1 : Data Collection and Assessment

This task consists of field data collection to support the permitting package through the collection of a water quality sample for analysis of nitrates by EPA Method 353.2 and TPH by the FL-PRO method. The water quality sample will be collected from approximately two feet below the water surface in the vicinity of the proposed injection well location using a dip wand. The water sample will be transferred to the appropriate sample container, sealed and immediately stored in an ice-filled cooler and delivered under chain-of-custody to Pace Analytical, a NELAC certified laboratory in Pompano Beach, Florida.

Additionally, the nutrient concentrations in the canal will be characterized using the monitoring data obtained from Canal 132 by Florida International University (FIU) as part of the canal demonstration program; which is comprised of ten samples collected between April 2014 and February 2016 for analysis of Nitrite + Nitrate, Nitrate, Nitrite, Ammonium, Total Nitrogen, Total Inorganic Nitrogen, Total Organic Nitrogen, Total Phosphorous, and Soluble Reactive Phosphorous.

WSP will provide a technical memorandum presenting the current and previous water quality data for Canal 132 as part of the permit application.

Task 2 : Data Plans

WSP will update the plans, specifications, and costing as required in response to feedback from the Village and regulatory comments during permitting. Comments received from the Village will be addressed and resolved prior to the submittal of the final construction documents and design specifications. The final design plans will include an existing site plan, proposed site plan, equipment locations, erosion and sediment control plans, and construction details.

Task 3 : Permit Application Assistance

WSP will prepare a permitting package for a gravity flow injection well for submittal to the following agencies:

- FDEP
- USACE
- FKNMS
- Village

The permitting package will provide graphical depiction of the design, as well as supporting information; including but not limited to a design objective narrative, tidal conditions from published tidal stations, hydrogeologic conditions from published literature, estimates of potential flow rates and volumes, estimate of the potential mounding of the piezometric surface, pertinent available water quality data, and equipment specifications for the intake structure and the backflow prevention check valve.

Task 4 : Support in Procurement of a Construction Contractor

Upon completion of the Construction Documents, WSP will assist the Village, who will be procuring the construction of the project, with the necessary procurement documents and meetings. WSP will provide the following services to assist the Village in the procurement of a contractor for the construction of the air curtain:

- a) Prepare a Request for Proposal (RFP) Package which will include the 100% Construction documents completed by WSP
- b) Respond to applicable Proposers' Requests for Information (RFI's) and assist in the preparation of answers.
- c) Attend a Pre-Proposal Conference and site walk-through and prepare meeting minutes.
- d) Conduct a Responsibility Review of the Proposals.
- e) Attend a Pre-Award Conference with the Village, to discuss the Proposer's qualifications and understanding of the Project, if required.

Deliverables

Task 1: Summary sampling report with analytical data.

Task 2: Final Signed and Sealed Construction Plans, Technical Specifications, and Engineers Cost Estimate

Task 3: Received permits from FDEP, USACE, FKNMS, and the Village

Task 4: Request for Proposal package

Schedule

WSP is prepared to initiate the services within one business week of receipt of authorization. Our field activities are expected to encompass a maximum of 7 days, unless field condition limitations are encountered. The design plans and permitting package will be provided 45 days following the field visit. The RFP will be provided 45 days following the submittal of the final permit package.

Proposed Fee

Based upon our experience and our understanding of the project requirements, we propose to perform the outlined scope of services on a lump sum basis of \$24,171.10. Below is the breakdown of cost per task:

- Task 1: \$2,659.00
- Task 2: \$9,302.10
- Task 3: \$7,138.00
- Task 4: \$5,072.00

Total: \$24,171.10

Authorization

As our written authorization, please sign the attached Service Agreement. Any exceptions to this proposal or special requirements not covered in the proposal should be listed on the Purchase order. Please note that the attached Terms and Conditions are a part of this proposal.

Closing

We appreciate this opportunity to offer our professional services to the Village on this project. We look forward to working with the Village, and are committed to providing the services required for successful completion of this important project within the time frame required.

If you have any questions or comments regarding this proposal, please contact Greg Corning by email at greg.corning@wsp.com or by telephone at (314) 920-8359.

Sincerely,

WSP USA Environment & Infrastructure, Inc.



Greg Corning
Assistant Vice President, Civil Engineer
FL Civil Design Team Lead
1 (314) 920-8359
Greg.Corning@wsp.com

GC/sg



Council Communication

To: Mayor and Village Council
From: Bryan Cook, Interim Village Manager
Date: September 7, 2023
SUBJECT: **Resolution Approving Letter of Engagement with Michael J. Pawelczyk to Provide Code Compliance Hearing Officer Services- TAB 6**

Background:

Pursuant to the Code of Ordinances (the "Code") of Islamorada, Village of Islands ("Village"), code violations must be heard before a Code Compliance Hearing Officer. Section 2-112 of the Village Code sets forth the required qualifications for Code Compliance Hearing Officers, as well as their appointment, removal, and compensation. The Code Compliance Hearing Officer must be a member in good standing of the Florida Bar, have a minimum of five (5) years of experience in the practice of the area of law involving local and government matters, possess an outstanding reputation for civic pride, interest, integrity, responsibility and business or professional ability.

Section 2-112 of the Village Code further provides that appointments of the Code Compliance Hearing Officer shall be made for a term of one (1) year, and Code compliance hearing officers may be reappointed at the discretion of the manager subject to ratification by the Village Council. In the past, the Village Council gave specific direction to retain an attorney for this position from outside of Monroe County in order to avoid any potential or perceived conflicts.

Analysis:

Michael J. Pawelczyk of the Billing, Cochran, Lyles, Mauro & Ramsey, P. A. law firm in Fort Lauderdale, Florida, has served as the Village Code Compliance Hearing Officer since September 2005. Mr. Pawelczyk is the sole attorney from the Billing, Cochran, et. al., firm assigned to the Village and makes himself available for Code Compliance hearing matters as needed by the Village. He attends and conducts the Village's monthly code compliance hearings and issues orders in a timely manner. His overall services are considered exemplary. The comprehensive knowledge of the Village Code that Mr. Pawelczyk's has gained during the past sixteen (16) years makes it beneficial to retain his services as Code Compliance Hearing Officer.

Mr. Pawelczyk provided a Letter of Engagement (Exhibit A to the proposed resolution) outlining the terms and fees related to the continued provision of his services as Code Compliance Hearing Officer in FY 2023-2024 (effective October 1, 2023). The Letter of Engagement provides for an increase in hourly compensation from \$195.00 per hour to \$250.00 per hour.

Budget Impact:

Payments for Mr. Pawelczyk's services and additional expenses are recorded in the Code Compliance Department Professional Services account in the General Fund. The proposed FY 2023-2024 budget includes \$20,000.00 for Code Compliance Professional Services.

Total payments to Billings, Cochran, et. al., for Mr. Pawelczyk's services since FY 2016-2017 to present are summarized below:

FY 2016-2017	\$ 13,673.11
FY 2017-2018	\$ 16,936.12
FY 2018-2019	\$ 13,954.61
FY 2019-2020	\$ 7,357.23
FY 2020-2021	\$ 5,977.00
FY 2021-2022	\$ 7,039.23
FY 2022-2023 (projected)	\$ 9,300.00

The reduction in expenses starting in FY 2019-2020 is primarily due to a reduction in the number of Code Compliance cases during the COVID-19 pandemic. The reduced expenses are also a result of efficiency improvements to the scheduling of Code Compliance Hearings. Utilizing the new approach, when cases are resolved prior to the hearing for which they are scheduled and only a small number of open cases remain on the agenda for the hearing, the open cases are often deferred to the next scheduled Code Compliance Hearing. The new system has improved productivity for the Hearing Officer, Code Compliance Officers, the Village Attorney and all support staff.

If the 28% increase in hourly fee from \$195.00 to \$250.00 is applied to the average annual expense for these services to the Village based on the above payment summary (\$10,605.33), the annual amount would be less than \$14,000.00. While annual payments for these services have historically fallen within the Village Manager's annual authorization of \$25,000.00, the Village Council is being asked to approve this engagement in accordance with Village Code section 2-112 "Code compliance hearing officers may be reappointed at the discretion of the manager subject to ratification by the village council."

Staff Impact:

There is no impact to staffing levels. Code Compliance and Village Attorney's Office staff would continue to work with Mr. Pawelczyk as required during the process of Code Compliance cases and hearings.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution, thereby approving the Letter of Engagement with Michael J. Pawelczyk for the services of Code Compliance Hearing Officer.

- Attachments:**
1. 1_Reso_Billing Cochran FY23-24_090723 RVCM
 2. 2_Ex A to Reso_Engagement Ltr_Billing Cochran_081023

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE LETTER OF ENGAGEMENT BETWEEN MICHAEL J. PAWELCZYK AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE SERVICES OF CODE COMPLIANCE HEARING OFFICER; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITTONS OF THE ENGAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LETTER OF ENGAGEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in September 2005, Islamorada, Village of Islands (the "Village") appointed Michael J. Pawelczyk ("Pawelczyk") as Code Compliance Hearing Officer in accordance with Section 2-112 of the Village Code of Ordinances (the "Code"); and

WHEREAS, Section 2-112 of the Village Code provides that appointments of the Code Compliance Hearing Officer shall be for a term of one (1) year; and

WHEREAS, Pawelczyk has prepared an annual Letter of Engagement outlining the terms related to the continued provision of his services as Code Compliance Hearing Officer; and

WHEREAS, the intent of the Letter of Engagement is to acknowledge the Village's acceptance of the services and related fees; and

WHEREAS, Pawelczyk has agreed to provide the services described in the Letter of Engagement to the Village attached as Exhibit "A" hereto; and

WHEREAS, Pawelczyk continues to meet all requisite Code Compliance Hearing Officer qualifications as established in the Village Code; and

WHEREAS, the Village Council finds that approval of the Letter of Engagement between Pawelczyk and the Village is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into Resolution by this Reference.

Section 2. Approval of Letter of Engagement. The Village Council of Islamorada, Village of Islands, hereby approves the Letter of Engagement between Michael J. Pawelczyk and the Village to provide the services of Code Compliance Hearing Officer, a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Letter of Engagement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Letter of Engagement.

Section 5. Execution of Letter of Engagement. The Village Manager is authorized to execute the Letter of Engagement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Letter of Engagement and to execute any extensions and/or amendments to the Letter of Engagement, subject to approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, seconded by Councilman_____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	_____
Vice Mayor Sharon Mahoney	_____
Councilman Mark Gregg	_____
Councilwoman Elizabeth Jolin	_____
Councilman Henry Rosenthal	_____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

JOSEPH B PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS, ONLY:

JOHN J QUICK, INTERIM VILLAGE ATTORNEY

LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

DENNIS E. LYLES
JOHN W. MAURO
KENNETH W. MORGAN, JR.
RICHARD T. WOULFE
CAROL J. HEALY GLASGOW
MICHAEL J. PAWELCZYK
ANDREW A. RIEF
MANUEL R. COMRAS
GINGER E. WALD
JEFFERY R. LAWLEY
SCOTT C. COCHRAN
SHAWN B. McKAMEY
ALINE O. MARCANTONIO
JOHN C. WEBBER

LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
FAX: (954) 764-7279

PGA NATIONAL OFFICE CENTER
300 AVENUE OF THE CHAMPIONS, SUITE 270
PALM BEACH GARDENS, FLORIDA 33418
(561) 659-5970
FAX: (561) 659-6173
WWW.BILLINGCOCHRAN.COM

CHRISTINE A. BROWN
GREGORY F. GEORGE
JOANNA R. LLERA

OF COUNSEL
CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
SHIRLEY A. DeLUNA
GERALD L. KNIGHT
BRUCE M. RAMSEY

STEVEN F. BILLING, 1947-1998
HAYWARD D. GAY, 1943-2007

PLEASE REPLY TO: FORT LAUDERDALE

August 10, 2023

VIA E-MAIL ONLY

Bryan Cook, Interim Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

**Re: Islamorada, Village of Islands ("Village")
Code Compliance Hearing Officer**

Dear Mr. Cook:

I have served the Village as its Code Compliance Hearing Officer since September 2005. The purpose of this correspondence is to notify the Village of my intention and desire to continue to serve in that capacity for the 2024 Fiscal Year. I will continue to be the sole attorney in this office responsible for serving as the Village Code Compliance Hearing Officer and will bill at the rate of \$250.00 per hour for all services performed, including, without limitation, preparation for code compliance hearings, travel and attendance at hearings, and review and preparation of orders and pertinent correspondence. I am requesting that the hourly rate, last adjusted in October 2009, be increased from \$195.00 per hour to \$250.00 per hour.

In addition to legal fees, our billing statements will include out-of-pocket expenses advanced on your behalf as well as certain internal charges, if any. Such expenses may include travel, postage, toll calls, photocopying and facsimile charges, overnight courier services, and certain charges related to terminal time for computer research.

We will bill on a monthly basis and such statements are due when rendered. All invoices will continue to reflect a description of the services rendered, the time allotted

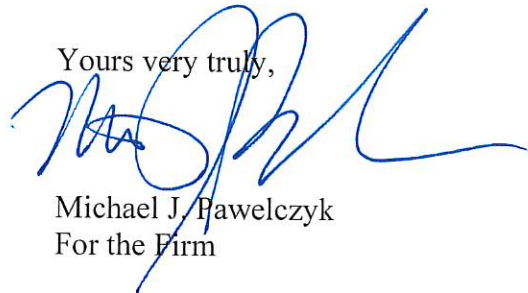
Bryan Cook, Interim Village Manager
August 10, 2023
Page 2

for the services, and the applicable hourly rate of \$250.00. Any cost in addition to fees will be itemized and included with the monthly invoice.

The representation established herein is terminable at will by either of us and fees and cost incurred through the date of termination will be due and payable by the Village.

Should the Village concur with the terms of the engagement indicated above, and I am reappointed as the Code Compliance Hearing Officer at an upcoming meeting of the Village Council, kindly acknowledge the Village's in acceptance of the same by signing a copy of this letter provided and returning it in the enclosed self-addressed, postage prepaid envelope. Again, I wish to thank the Village for the opportunity to continue to serve as its Code Compliance Hearing Officer.

Yours very truly,



Michael J. Pawelczyk
For the Firm

cc: Amanda Merren, Administrative Assistant to the Village Manager (via email only)

AGREED TO AND ACKNOWLEDGED:

____ day of _____, 2023

Bryan Cook, Interim Village Manager



Council Communication

To: Mayor and Village Council
From: Mary Swaney, Procurements & Grants Administrator, Maria Bassett, Finance Director
Date: September 7, 2023
SUBJECT: **Resolution Approving FDOT SFY 2023 Public Transit Service Development Program Grant Agreement for Expanded Freebee Ridesharing Services- TAB 7**

Background:

FREEBEE BACKGROUND:

Freebee is a company based in Miami that provides local transportation in electric vehicles free of charge to riders through requests via a smartphone app. The service is successful in many cities and districts in South Florida and continues to expand to new service areas. Freebee is funded primarily by municipal funds through agreements with local governments as part of local public transportation plans and in combination with private advertising dollars through placement of ads on the Freebee vehicles.

Freebee Managing Partner Jason Siegel originally introduced Freebee, the public transit service Freebee provides, the carbon emissions savings potential, and other program benefits, during a presentation to the Village Council in July 2018. The Village Council initially approved a six-month Freebee trial program that began in November 2018. Based on the popularity of the trial program, the Council has approved annual agreements with Freebee that included incremental service expansions and service improvements over the years. Full details of expansions and improvements are described in the agenda item for consideration of the proposed Agreement with Freebee.

The current services are provided utilizing three Freebee vehicles that are in operation on the following schedule:

Vehicle #1	7:00 a.m. to 5:00 p.m.	10 hrs/day; 7 days/week
Vehicle #2	12:00 p.m. to 10:00 p.m.	10 hrs/day; 7 days/week
Vehicle #3	2:00 p.m. to 12:00 a.m.	10 hrs/day; 7 days/week

FDOT PUBLIC TRANSIT GRANT BACKGROUND:

The Florida Department of Transportation ("FDOT") Public Transit Service Development Program Grant (the "FDOT Transit Development Grant") is available specifically for new transit service development. The Village did not apply for the grant when Council was first considering the Freebee services because the Council wanted to start with a trial program and the timing of the grant application deadline and grant funding period would have delayed implementation of services by a year or more.

Because the Village had already entered into an agreement for services with Freebee, when applying for an FDOT Transit Development Grant, the Village needed to propose an expansion to existing services to be eligible for the funding. Expansion may include the addition of vehicles, increased route areas, and increased service hours.

At the direction of the Council to utilize state funds for the Freebee program, in May 20, 2022, Village staff applied for the FDOT Transit Development Grant for funding for an expansion Freebee's services to begin as early as July 1, 2023 coinciding with the State fiscal year of July 1 to June 30. In the grant application, staff represented that the schedule for Freebee's services would be expanded to provide all three Freebee vehicles to be in service from 7:00 a.m. to 12:00 a.m. seven days per week based on Freebee's recommendation that all vehicles follow the same schedule and that the availability of more vehicles leads to improved customer service.

On October 26, 2022, FDOT notified the Village that its application for State Fiscal Year 2024 (SFY24) funding was approved. Total annual costs as proposed by Freebee for three vehicles to operate seven days per week, 17 hours per day (total 357 hours per week instead of 210 hours per week) would be \$553,330.00. The grant would provide 50% funding (\$276,665.00), and the Village's share would also be \$276,665.00. For the Village, this would be an annual decrease of \$65,839.00 from the current annual amount under the current contract while providing expanded services.

The FDOT Public Transit Service Development Program can provide funding for up to three years if program funding is made available by the state each year. FDOT determined that due to the number of applications they receive each year and the limited amount of funds available, applicants must apply for funding each year. To be in a good position for the grant funding in future fiscal years, the Village's application included a request for funding over a three-year period to continue the expanded services and costs. The grant application for FDOT SFY 25 funding was submitted in May 2023; notification of awards is expected in October 2023. Applications for SFY 26 funding would be due in May 2024. To apply for an additional three-year period of funding after SFY 26, the Village would need to expand services in some other way (i.e., add vehicles, lengthen the route, increase hours). Any proposal for such expansion would be offered for consideration at a later date.

Analysis:

Grant funding cannot begin until full execution of the Grant Agreement developed by FDOT (provided as Exhibit "A" to the proposed resolution). FDOT transmitted the Grant Agreement to the Village for execution on August 10, 2023. The proposed resolution was drafted to allow the Council to accept the FDOT Transit Development Grant Agreement and direct the Interim Village Manager to execute the Agreement. The executed Agreement would be transmitted to the FDOT and become effective when returned to the Village fully executed. The exact timeline is not established, but it is hoped that the process would be completed in less than thirty days. The term of the Agreement would be from the date of execution through December 31, 2024.

If the Village opts to accept the award to fund 50% of the increased cost of expanded services, the Village and Freebee would need to enter into an agreement for services effective during the term of the 2024 FDOT Transit Development Grant Agreement with the expanded services. If the Village wishes to continue the expanded service hours, the Village would need

to accept the 2025 FDOT Transit Development Program Grant if the funding is approved and made available by the FDOT for the fiscal year. A third year of funding could be applied for in May 2025 for the same terms of service. The Village's agreements for Freebee services during these periods would need to continue to reflect the expanded services hours.

In the event that the grant award is not funded by the FDOT in the second year, then the Village's contract for Freebee services could be adjusted. Alternatively, the Village could opt to maintain the increased service hours and pay the entire amount of the contract. Discussion regarding those options could occur after the October 2023 grant award notification date.

Budget Impact:

The current Freebee services are provided at a cost of \$342,504.00 annually paid in twelve (12) payments of \$28,542.00 and are accounted for in the Transportation Fund. The cost of the expanded services would be \$553,330.00 annually paid in twelve (12) payments of \$46,110.00. The grant would provide 50% funding (\$276,665.00), and the Village's share would also be \$276,665.00. This would result in a \$65,839.00 annual reduction of expenditures in the Transportation Fund while providing an increased level of service.

Staff Impact:

Village staff would implement all activities of the Grant Agreement to ensure receipt of the full funding amount of \$276,665.00.

Recommendation:

It is recommended that the Village Council approve the proposed resolution approving the Grant Agreement and authorizing the Interim Village Manager to execute all necessary documents to implement the terms of the Agreement.

- Attachments:**
1. Reso_FDOT_Transit_Grant-Freebee_expansion
 2. Exhibit_1_G2M67 Draft

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; APPROVING THE GRANT AGREEMENT G2M67 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR PUBLIC TRANSPORTATION DEVELOPMENT THROUGH EXPANSION OF THE FREEBEE PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is committed to reducing road congestion and reducing carbon emissions residents and visitors; and

WHEREAS, Freebee is a company based in Miami that provides local transportation in electric vehicles free of charge to riders through requests via a smartphone app.; and

WHEREAS, the Village Council initially approved a six-month Freebee trial program that began in November 2018 and subsequently approved annual agreements with Freebee that included incremental service expansions and service improvements over the years; and

WHEREAS, the Florida Department of Transportation ("FDOT") Public Transit Service Development Program Grant (the "FDOT Transit Development Grant") is available specifically for new transit service development; and

WHEREAS, in May 20, 2022, Village staff applied for the FDOT Transit Development Grant for funding for an expansion Freebee's services eligible for FDOT Transit Development Grant Funding; and

WHEREAS, on October 26, 2022, FDOT notified the Village that its application for FDOT Transit Development Grant State Fiscal Year 2024 (SFY24) funding for fifty percent (50%) of the Five Hundred Fifty Three Thousand Three Hundred Thirty dollar (\$553,330.00) annual cost for the Freebee services was approved; and

WHEREAS, on August 10, 2023, FDOT transmitted the Grant Agreement to the Village for execution; and

WHEREAS, the grant funding in the amount of \$276,665.00 cannot be implemented until full execution of the Grant Agreement developed by FDOT, attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that acceptance of the FDOT Transit Development Grant and approval of the Agreement is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. **Acceptance of Grant and Approval of Agreement.** The Village Council hereby accepts the Florida Department of Transportation ("FDOT") Public Transit Service Development Program Grant G2M67 between the FDOT and the Village for reimbursement of fifty percent (50%) of costs for the expansion of Freebee services, attached hereto as Exhibit "1", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Execution of Agreement.** The Village Mayor is authorized to execute the Agreement on behalf of the Village, to execute any other required agreements and/or documents

to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. **Authorization of Funds Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	_____
Vice Mayor Sharon Mahoney	_____
Councilman Mark Gregg	_____
Councilwoman Elizabeth Jolin	_____
Councilman Henry Rosenthal	_____

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

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Financial Project Number(s): (item-segment-phase-sequence) 452162-1-84-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55062020629 Vendor Number: F650830851006
Contract Number: G2M67	Federal Award Date:	N/A	
CFDA Number: N/A	Agency SAM/UEI Number:	N/A	
CFDA Title: N/A			
CSFA Number: 55.012			
CSFA Title: Public Transit Service Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Islamorada Village of Islands, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Islamorada Village of Islands will extend its Freebee service hours for all three (3) vehicles to start at 7 AM and end at 12 AM, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of __, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$553,330. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$276,665 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state 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.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Islamorada Village of Islands

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: D6-Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

To: Simon.Huang@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2M67

8/3/2023

CONTRACT INFORMATION

Contract:	G2M67
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ISLAMORADA, VILLAGE OF ISLANDS
Vendor ID:	F650830851006
Beginning Date of This Agreement:	08/02/2023
Ending Date of This Agreement:	12/31/2024
Contract Total/Budgetary Ceiling:	ct = \$276,665.00
Description:	SFY24-SERVICE DEVELOPEMENT GRANT FOR ISLAMORADA

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/3/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$276,665.00
Financial Project:	45216218401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088774/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$276,665.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Islamorada Village of Islands entered a service contract with Freebee for three (3) vehicles beginning October 2018. The current schedule provides for one (1) vehicle to start at 7:00 AM and the other two (2) vehicles start service at 12:00 PM. All three (3) vehicles would end service at 12:00 AM.

This project is to extend Freebee service hours by having all three (3) vehicles start at 7:00 AM and end service at 12:00 AM.

B. Project Location (limits, city, county, map): Islamorada Village of Islands/Islamorada, FL/Monroe

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): Islamorada Village of Islands will extend Freebee service hours by having all three (3) vehicles start at 7:00 AM and end service at 12:00 AM.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

**Schedule of Financial Assistance
TRANSIT OPERATING ONLY**

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

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452162-1-84-01	DPTO	088774	2024	751000	55.012	Public Transit Service Development Program	\$276,665.00
Total Financial Assistance							\$276,665.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$276,665	\$276,665	\$0	\$553,330
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$276,665	\$276,665	\$0	\$553,330

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

☐ Monthly
☒ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	30.09.01
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Huang

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Service Development)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
 - a) An evaluation of the attainment of the goals and objectives.
 - b) The reasons any of the goals were not met.
 - c) The benefit accrued by the Agency.
 - d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$276,665

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Council Communication

To: Mayor and Village Council
From: Mary Swaney, Procurements & Grants Administrator, Maria Bassett, Finance Director
Date: September 7, 2023
SUBJECT: **Resolution Approving a Renewal Agreement for Freebee Ridesharing Services in Conjunction with FDOT SFY 2024 Public Transit Service Development Program Grant- TAB 8**

Background:

Freebee is a company based in Miami that provides local transportation in electric vehicles free of charge to riders through requests via a smartphone app. The service is successful in many cities and districts in South Florida and continues to expand. Freebee is funded primarily by municipal funds through agreements with local governments as part of the local public transportation plans and in combination with private advertising dollars through placement of ads on the Freebee vehicles.

Freebee Managing Partner Jason Siegel originally introduced Freebee, the public transit service the company provides, the carbon emissions savings potential, and other program benefits during a presentation to the Village Council in July 2018. Details of the services provided to the Village including service improvements and service expansions are described below.

• **Trial Program:**

The Village Council initially approved a six-month Freebee trial program and approved \$80,000.00 in the adopted FY 2018-2019 Budget to fund the trial program. Under the Agreement for the trial program services, Freebee provided two (2) golf cart style electric vehicles to service Upper Matecumbe Key from November 29, 2018 through May 28, 2019. Service was provided for a total of 37 hours per week from Thursdays through Sundays. While the golf cart style vehicles have tags, lights, windshield wipers and a horn, the service was limited to Upper Matecumbe Key because the golf cart vehicles are restricted to 35 mph and cannot travel on the Overseas Highway or across the bridges of the Overseas Highway. Resident feedback throughout the trial program was positive and supportive of the program, and many residents requested that the Freebee program be expanded to provide the ridesharing service to all areas of the Village.

• **Service Expansion/Two-year Agreement:**

At the May 30, 2019, Village Council Meeting, Jason Spiegel made a presentation detailing a possible expansion of the Freebee program with two (2) XL vans, thereby making it possible to serve all areas of the Village. At that meeting, Council authorized the Village Manager to enter into an agreement to extend the Freebee services under the current agreement to allow time

for Mr. Spiegel to further research larger vehicle options and costs. At its July 18, 2019 meeting, the Village Council approved a two-year Agreement with Freebee for a Village-wide program utilizing the two (2) XL vans to travel Village wide and one (1) golf cart style vehicle continuing to provide service on Upper Matecumbe.

The operating hours with the new Agreement were expanded from four (4) days to six (6) days per week for 70 hours of service per week per vehicle. The two-year agreement began in March 2020 when Freebee acquired and put into service the two new larger vehicles. The Agreement provided for the cost of the services at \$317,280.00 annually, paid in twelve (12) payments of \$26,440.00. With an adjustment in the contract term for suspension of service associated with the Coronavirus Pandemic, the two-year agreement terminated May 31, 2022.

No-Cost Additional Services During the above-described Two-year Agreement:

At the suggestion of Freebee and with agreement from the Village, Freebee replaced the third cart-style vehicle that served only Upper Matecumbe Key with a Tesla X, thereby supplying three vehicles to provide Village-wide services. The Tesla X was put into service in April 2021 at no additional cost to the Village.

At the request of the Village, service was expanded to three locations at the south end of Tavernier beginning June 15, 2021: the Tavernier Town Center, the Mariners Hospital Complex, and the Good Health Clinic. The Village requested the service expansion to the new locations after numerous requests from residents asking to be able to use Freebee to access medical offices and the shopping center and the suggestion of the Fire Chief to utilize Freebee for transportation of residents to medical appointments. Freebee provides the expanded service at no additional cost to the Village.

In August 2021, the Village entered into a Revocable License Agreement with Freebee enabling Freebee to use a portion of property owned by the Village for a charging station site. The Village provided space near the wastewater pump station at Village Hall, and three charging stations were installed for use by Freebee pursuant to terms included in the Agreement. Freebee paid for the charging station equipment and installation costs. They are also responsible for paying associated electric costs.

• **Current Agreement Effective June 1, 2022 to present**

At its meeting on May 12, 2022, the Council adopted Resolution No. 22-05-36 approving an agreement with Freebee effective June 1, 2022, to June 30, 2023. The agreement was subsequently extended by the Village Council on June 8, 2023 for a term through the time the FDOT Public Transit Service Development Program Grant (the "FDOT Transit Development Grant") becomes effective. The new agreement included the following new provisions:

- Vehicles in the Freebee fleet for the Village would include two Tesla X 7-passenger vehicles and one XL Vans instead of one Tesla X and two XL Vans. Freebee based the recommended change on feedback received from passengers saying they prefer to be picked up in the Tesla. Additionally, the Teslas have over two (2) times the battery range capacity, greatly reducing the out-of-service periods for charging. The Tesla X seats a maximum of seven (7) passengers, and the XL vans seat a maximum of nine (9) passengers and can accommodate a wheelchair. Freebee reported that the XL vans are rarely at maximum capacity. The change helped to increase ridership while decreasing wait times.

- The Agreement effective June 1, 2022, included a new monthly rate of \$28,542.00, which was an increase of \$2,102.00 per month or 8%. The total contract cost for the 13-month term was \$371,046.00.
- The Agreement effective June 1, 2022 continued to provide 70 hours of operation for the three vehicles, but the schedule was changed so that the three vehicles would no longer follow the same schedule (usually 10:00 a.m. to 10:00 p.m. with service to 12:00 a.m. on Fridays and Saturdays). The current service is available seven days per week, and service for one vehicle starts at 7:00 a.m. Through this change, the hours of operation were expanded to provide services beginning at 7:00 a.m. but provides only one vehicle in service during those early hours and one vehicle from 10:00 p.m. to midnight. The following schedule was adopted and became effective July 1, 2022:

Vehicle #1	7:00 a.m. to 5:00 p.m.	10 hrs/day; 7 days/week
Vehicle #2	12:00 p.m. to 10:00 p.m.	10 hrs/day; 7 days/week
Vehicle #3	2:00 p.m. to 12:00 a.m.	10 hrs/day; 7 days/week

• **FDOT Public Transit Grant**

The Florida Department of Transportation (“FDOT”) Public Transit Service Development Program Grant (the “FDOT Transit Development Grant”) is available specifically for new transit service development. To be eligible for the funding, existing Freebee services in the Village would need to be expanded with the addition of vehicles, increased route areas, and/or increased service hours.

At the direction of the Village Council to utilize state funds for the Freebee program, in May 2022, Village staff applied for the FDOT SFY 2024 Transit Development Grant for funding for an expansion of Freebee’s services eligible for the FDOT Transit Development Grant to begin as early as July 1, 2023 coinciding with the State fiscal year of July 1 to June 30. The Village was subsequently awarded the FDOT SFY 2024 grant to provide 50% funding for the proposed expanded program to provide all three Freebee vehicles to operate seven (7) days per week from 7:00 AM to 12:00 AM. The Village received the FDOT Grant Agreement for approval in August 2023 and is requesting Council approval of the Grant Agreement on September 7, 2023.

• **Proposed New Freebee Agreement to be Effective October 1, 2023 (or soon thereafter for a twelve-month term)**

To meet the provisions of the program funded by the FDOT 2024 Public Transit Services Development Grant, the proposed new Freebee Agreement includes the following provisions:

- Vehicles in the Freebee fleet for the Village would continue to include two Tesla X 7-passenger vehicles and one XL Van with all three vehicles operating seven days per week from 7:00 AM to 12:00 AM.
- The daily operation of all three vehicles from 7:00 AM to 12:00 AM is an expansion of services from 210 hours per week to 357 hours per week. The annual Freebee program costs would increase from \$342,504.00 to \$553,330.00. Village Council acceptance of the FDOT grant would allow reimbursement from FDOT in the amount of \$276,665.00. The Village’s share would also be \$276,665.00. This would result in a \$65,839.00 annual reduction of expenditures while providing a significantly expanded program.

- The proposed Freebee Agreement would be effective October 1, 2023, or soon thereafter, based upon full execution of the FDOT Transit Development Grant, for a period of twelve (12) months with the option to renew for two (2) additional twelve (12) month periods with Village Council approval.
- The proposed Agreement provides for termination by either party for convenience upon forty-five (45) days' written notice.

Analysis:

Attachment B provides a summary of ridership reports from the time Freebee's services began. In this summary, the per passenger and per trip cost are provided with averages for each month and calendar year the contract has been in effect. Attachment C is a report from Freebee summarizing services from the beginning and the expansion of services proposed through the grant FDOT Transit Development Grant funding.

The expanded services are predicted to increase ridership and decrease wait times.

If the Village Council accepted the 2024 FDOT Transit Development Grant Agreement (at the previous Tab of the agenda) to fund 50% of the increased cost of expanded services, the Village and Freebee would need to enter into the Agreement for the expanded services described above to be eligible for the \$276,665.00 grant funding.

Budget Impact:

The current Freebee services are provided at a cost of \$342,504.00 annually paid in twelve (12) payments of \$28,542.00 and are accounted for in the Transportation Fund. The cost of the expanded services would be \$553,330.00 annually paid in twelve (12) payments of \$46,110.00. The grant would provide 50% funding (\$276,665.00), and the Village's share would also be \$276,665.00. This would result in a \$65,839.00 annual reduction of expenditures in the Transportation Fund while providing an increased level of service.

Staff Impact:

Village staff would continue to coordinate services with Freebee.

Recommendation:

It is recommended that the Village Council consider the services provided by Freebee as impacted by whether the FDOT SFY 2024 Public Transit Development Program Grant Agreement was approved and choose whether to adopt the resolution, provided as Attachment A, to approve a renewal Agreement to continue Freebee services with the expanded program described.

- Attachments:**
1. Attachment A: Resolution Freebee 2023 Agreement-with Exhibit
 2. Attachment B: Freebee Cost Analysis through Jul 2023
 3. Attachment C: Freebee Islamorada Services Presentation

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING EXECUTION OF AN AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE WITH EXTENDED SERVICE HOURS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") experiences heavy vehicular traffic and traffic delays especially during the peak tourist season; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has sought measures to reduce vehicular traffic within Islamorada; and

WHEREAS, BEEFREE, LLC. d/b/a Freebee ("Freebee") developed a service to provide local transportation utilizing electric vehicles and has implemented the environmentally friendly transit service in many South Florida communities; and

WHEREAS, Freebee local transit services are funded by a combination of private advertising dollars and municipal funds through an Agreement with the local government; and

WHEREAS, the Village Council initially approved a six-month trial period beginning November 2019 for the Freebee services limited to Upper Matecumbe Key, assigned funds in the Fiscal Year 2018-2019 Budget to fund the service and subsequently approved an extension of the trial period to prepare for an expansion of Freebee services in response to the popularity of the local transit program and requests to expand the program to all areas of the Village; and

WHEREAS, in July 2019, the Village Council approved a two-year Agreement with Freebee

for to provide a Village-wide local transit services program and has approved budgeted funds annually to continue the program; and

WHEREAS, the Village-wide services began March 1, 2020 and have continued through the approval of subsequent agreements and incremental service expansions and enhancements, with suspension of services only during April and May 2020 at the beginning of the COVID-19 pandemic; and

WHEREAS, the Village Council desired to expand the hours of service of the Freebee vehicles and directed staff to apply for the Florida Department of Transportation ("FDOT") Public Transit Service Development Program Grant (the "FDOT Transit Development Grant") that is available specifically to fund new transit service development; and

WHEREAS, the Village was awarded the FDOT SFY 2024 grant to provide fifty percent (50%) funding for the expanded program proposed in the grant application to provide all three Freebee vehicles to operate seven (7) days per week from 7:00 AM to 12:00 AM, an expansion of services from 210 hours per week to 357 hours per week; and

WHEREAS, the Village Council accepted the FDOT Transit Development Grant at its meeting on September 7, 2023; and

WHEREAS, the Village Council finds that entering into a new Agreement with Freebee to continue the Village-wide local transit services program for residents and visitors, expand the services provided utilizing FDOT Transit Development Grant funds and a waiver of competitive bidding is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. **Approval Agreement.** The Village Council hereby approves the Agreement with BEEFREE, LLC., d/b/a Freebee, as set forth in Exhibit "1" attached hereto.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the services.

Section 5. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with BEEFREE, LLC., d/b/a Freebee, on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 6. **Waiver of Competitive Bidding.** In accordance with Section 2-328(1) and Section 2-328(6) of the Village Code, the Village Council waives the purchasing provisions of the Village Code to utilize the services of BEEFREE, LLC., d/b/a Freebee without conducting a competitive bid process.

Section 7. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE McGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the day of September, 2023, between:

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

BEEFREE, LLC,

a limited liability company d/b/a FREEBEE, authorized to do business in the State of Florida,
hereinafter "**CONTRACTOR**."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide transportation services to residents and tourists within the Village.

Section 1.02 CONTRACTOR has developed a service to provide no-fare local transportation utilizing electric vehicles ("Freebees") and has implemented the environmentally friendly transit service in several South Florida communities.

Section 1.03 The VILLAGE approved a six-month trial period for the Freebee services limited to Upper Matecumbe Key, assigned funds in the Fiscal Year 2018-2019 Budget to fund the services, and subsequently approved a two-month extension of the trial period.

Section 1.04 The trial period for CONTRACTOR's Freebee service from November 29, 2018 to May 28, 2019, which was subsequently extended to July 31, 2019, has been popular with both residents and visitors, and residents requested expansion of Freebee services to provide transportation to all four (4) islands of the Village.

Section 1.05 On July 8, 2019, the VILLAGE received a proposal from CONTRACTOR to continue providing and expanding mobile application-based transportation and marketing services to VILLAGE residents, tourists, and visitors via CONTRACTOR's 100% electric and customized low-speed vehicles known as "Freebees" (the "Services").

Section 1.06 On July 18, 2019, the Village Council of Islamorada, Village of Islands adopted Resolution No. 19-07-48, thereby accepting the proposal from CONTRACTOR and authorizing the Village to negotiate an Agreement with CONTRACTOR for the proposed services.

Section 1.07 The Village and CONTRACTOR entered into an Agreement on October 15, 2019 that provided for a term of twenty-four (24) months from the date of delivery and deployment of new vehicles able to travel Village-wide. The Agreement was extended by two (2) months in acknowledgment of a two-month suspension of services and payments during the COVID-19 pandemic, and it terminated on May 31, 2022.

Section 1.08 On May 12, 2022, the Village Council approved an agreement between VILLAGE and CONTRACTOR for the continued provision of the Services through June 30, 2023, for seventy (70) hours per week according to a staggered schedule whereby all three vehicles would operate different hours for a total annual cost of \$342,504.00.

Section 1.09 The Agreement dated May 12, 2022, was extended by the Village Council on June 8, 2023 to continue in its entirety until approval of the Public Service Transit Grant from the Florida Department of Transportation ("FDOT") for the State Fiscal Year 2024 intended to reimburse the Village for fifty percent (50%) of an expanded program to be implemented by CONTRACTOR.

Section 1.10 The FDOT drafted and transmitted a Grant Agreement to the Village that was approved by the Village Council on September 7, 2023 with a term to begin upon full execution by both parties.

Section 1.11 VILLAGE and CONTRACTOR desire to enter into an Agreement for the continued provision of the Services as set forth herein, including the expanded service hours with all vehicles in service from 7:00 AM to 12:00 AM seven days per week in conjunction with the FDOT Grant Agreement.

Section 1.12 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Rates and Services Addendum attached hereto as Exhibit "A" and as more particularly described herein.

Article II. SCOPE OF WORK

Section 2.01 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Rates and Services Addendum, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Subcontractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence services as directed by VILLAGE and in accordance with a project implementation timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall perform all services in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

Section 3.02 This Agreement and the services hereunder shall commence on October 1, 2023 or the date the Village receives the fully executed Grant Agreement from the FDOT, whichever is later, and shall continue for twelve (12) months from the date of commencement.

Section 3.03 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

Article IV. CONTRACT PRICE AND GUARANTEES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for services rendered in accordance with the Rates and Services Addendum attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Rates and Services Addendum attached hereto and made a part hereof as Exhibit "A". A total contact price hereto is referred to as Contract Sum and shall not exceed **Five Hundred Fifty-three Thousand Three Hundred and no/100 Dollars (\$553,330.00) per annum.**

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-CONTRACTORS and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Section 5.02 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 per occurrence; \$5,000,000 annual general aggregate; and

Vehicle Liability (Owned, non-owned and hired vehicles) - \$1,000,000 per Occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

Section 5.06 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the activities under this Agreement and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures and shall provide a thirty (30) day written notice to CONTRACTOR if any changes to insurance obligations are required. Notwithstanding the foregoing, in the event the VILLAGE requires any change in insurance coverage or additional insurance coverage which exceeds the scope of coverage or coverage limits expressly required under this Agreement, CONTRACTOR may, in its sole discretion, terminate this Agreement without further obligation by providing thirty (30) days' prior written notice to VILLAGE. In the event of such termination, CONTRACTOR shall be paid for all work satisfactorily performed through the date of termination.

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

Article VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

Section 7.03 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

Section 7.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under

this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME
DESCRIPTION OF AMENDMENT
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT

Section 9.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article X. TERM AND TERMINATION

Section 10.01 This Agreement and the services hereunder shall commence on October 1, 2023 or the date the Village receives the fully executed Grant Agreement from the FDOT, whichever is later, and shall continue for twelve (12) months from the date of commencement.

Section 10.02 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon forty-five (45) days written notice. If this Agreement is terminated by either party for convenience, the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated in a manner not permitted under the terms of the Agreement, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 10.03 This Agreement may be terminated by either party for cause upon fifteen (15) days written notice by the party not in default providing the defaulting party with a specific description of the default and an opportunity to cure. If this Agreement is terminated by either party for cause, the CONTRACTOR shall be paid its compensation for services satisfactorily performed to the termination date.

Section 10.04 The Term of this Agreement may be extended upon mutual written Agreement of CONTRACTOR and the VILLAGE for two (2) additional terms of twelve (12) months, subject to approval by the Village Council.

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Contract Documents and Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

Section 12.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 12.03 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

Section 12.04 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

Section 12.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

Section 12.06 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 12.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Section 12.08 Scrutinized Companies.

- (a)** CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b)** If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants 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.
- (c)** CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d)** 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.

Section 12.09 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE:	Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
Copy To:	Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
CONTRACTOR:	Jason Spiegel, Managing Partner BEEFREE, LLC d/b/a FREEBEE

2312 N. Miami Avenue
Miami, Florida 33127
jason@ridefreebee.com

Section 12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 12.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

[Signature Page To Follow]

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Bryan Cook, Interim Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year) by _____ (name of person making the statement) as _____ (title) of _____ (company name), who __ is personally known to me or __ has provided Florida Driver's License as identification.

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

BEEFREE, LLC

"RATES AND SERVICES ADDENDUM"

(Rates and Services Addendum for "Freebee" Transportation Services)

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC ("BEEFREE") and ISLAMORADA, VILLAGE OF ISLANDS ("the VILLAGE"), made and entered into on the ____ day of _____, 2023 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and VILLAGE (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of the Services set forth under this Addendum shall commence on shall commence on October 1, 2023 or the date the Village receives the fully executed Grant Agreement from the FDOT, whichever is later, and shall continue for twelve (12) months from the date of commencement, unless terminated sooner or extended pursuant to the terms of the Agreement.
2. **Services.** This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to VILLAGE at the rates specified herein (the "Rates"):
 - a. BEEFREE will provide three (3) "Freebee" vehicles (One (1) XL van and two (2) Tesla X vehicles) dedicated to VILLAGE (the "Vehicles") for the duration of the Term. At least one of the Vehicles dedicated to VILLAGE will be wheelchair accessible, and BEEFREE will otherwise use its best efforts to be and remain in compliance with all Americans with Disabilities Act ("ADA") requirements. BEEFREE shall be responsible for providing appropriate training to its drivers who will be operating the wheelchair accessible Vehicle, including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
 - b. BEEFREE will operate the Vehicles within VILLAGE's designated service area at all times during VILLAGE's operating hours (weather and conditions permitting) as reflected in Section 5 herein, with the exception being when a driver takes their thirty (30) minute meal break. At such times during a driver break, two (2) vehicles will be in operation and BEEFREE will try to limit this to downtime in service. BEEFREE agrees that, to the extent feasible, at all times during VILLAGE's operating hours, at least one (1) wheelchair-accessible Vehicle will be available to accommodate passengers, upon request, and BEEFREE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
 - c. Prior to the beginning of the Term, BEEFREE will add VILLAGE as an additional insured on BEEFREE's automobile insurance policy (of at least \$1 million), and on BEEFREE's general liability policy (of at least \$5 million). VILLAGE will remain as an additional

insured on said policies throughout the Term. BEEFREE must also otherwise comply with the insurance requirements as set forth in the Agreement.

- d. BEEFREE will assist VILLAGE in developing a marketing plan to encourage ridership on the Vehicles during the Term.
 - e. Beginning with the first month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide VILLAGE with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
 - f. BEEFREE agrees that any questions, complaints, or concerns reported to BEEFREE (through its drivers or otherwise) regarding ADA issues will be reported to the VILLAGE within one business day.
3. Rates. As consideration for the Services listed above, VILLAGE shall pay BEEFREE at the following Rates:
- a. The total payment for the Services to be provided under this Addendum shall not exceed Five Hundred Fifty-three Thousand Three Hundred and no/100 Dollars (\$553,330.00) per annum, with the ability to subsidize total payment with advertising revenue, as stipulated under Section 5(d) herein.
 - b. The breakdown for the Services charge is as follows:
1 XL Vehicle and 2 Tesla X Vehicles
Service: Monday - Sunday
One Hundred Nineteen (119) Hours of labor per vehicle weekly
Cost: \$553,300.00 Annually
4. Payment Terms. VILLAGE agrees to pay the Rates in monthly installments, as follows:
- a. Twelve (12) payments of \$46,110.00 per month, payable on or before the 15th day of each month, beginning the first month of the Term of this Agreement.
5. Additional Terms.
- a. VILLAGE's operating hours, as contemplated in Section 2.b. above, shall be as follows: Monday through Sunday, 7:00 a.m. to 12:00 a.m. These hours may be modified by mutual written agreement of the Parties as ridership data becomes available throughout the Term.
 - b. VILLAGE shall be responsible for providing a location for installation of the fast chargers. Any costs always associated therewith after acceptance of the delivery will be the responsibility of BEEFREE. Notwithstanding the foregoing, all fast chargers delivered to VILLAGE by BEEFREE shall remain the property of BEEFREE and shall be subject to return upon conclusion of the Term.
 - c. BEEFREE will operate the Vehicles in VILLAGE'S designated service area as delineated in the attached map.

- d. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term and provided that BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to VILLAGE's approval prior to placement on the Vehicles. The first \$120,000.00 of advertising revenue generated will remain the Property of BEEFREE. Any advertising revenue generated above \$120,000.00 from the sale of advertising on the Vehicles during the Term shall be divided equally between BEEFREE and VILLAGE, with each entitled to 50% of advertising revenue that is generated and actually received. VILLAGE shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder. Nothing in this section should be deemed to constitute a guarantee that BEEFREE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and VILLAGE expressly acknowledges that no such guarantee has been made by BEEFREE.

Islamorada, Village of Islands
FreeBee Service Cost Analysis

<i>Trial Period</i>	<i>Days</i>	<i>Hours</i>	<i>Hours / Week</i>	<i>Vehicles:</i>										
	Thursday	4P to 12A	8	2 6-passenger not able to go over the bridges (Upper Matecumbe only)										
	Friday	4P to 12A	8											
	Saturday	12P to 12A	12											
	Sunday	11A to 8P	9											
			37											
2019														<i>MONTHLY AVERAGE</i>
	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>	<i>September</i>	<i>October</i>	<i>November</i>	<i>December</i>	<i>TOTAL</i>	
Completed Rides	354	581	752	546	585	616	508	635	371	583	675	616	6,822	569
Total Passengers	773	1,388	1,770	1,265	1,383	1,601	1,220	1,379	828	1,347	1,646	1,370	15,970	1,331
Monthly Payment	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 114,750.00	
Ad Subsidy	\$ (1,325.00)	\$ (1,325.00)	\$ (1,325.00)	\$ (1,325.00)	\$ (1,325.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,625.00)	
Net Payment	\$ 12,175.00	\$ 12,175.00	\$ 12,175.00	\$ 12,175.00	\$ 12,175.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 108,125.00	
Cost / Ride	\$ 34.39	\$ 20.96	\$ 16.19	\$ 22.30	\$ 20.81	\$ 10.96	\$ 13.29	\$ 10.63	\$ 18.19	\$ 11.58	\$ 10.00	\$ 10.96		\$ 16.69
Cost / Passenger	\$ 15.75	\$ 8.77	\$ 6.88	\$ 9.62	\$ 8.80	\$ 4.22	\$ 5.53	\$ 4.89	\$ 8.15	\$ 5.01	\$ 4.10	\$ 4.93		\$ 7.22

Expanded Service	Hours	Hours / Week	Vehicles:
Tuesday	10A to 10P	12	2 xl-passenger vans able to go over the bridges
Wednesday	10A to 10P	12	1 6-passenger golf cart not able to go over the bridges used until April 2021
Thursday	11A to 11P	12	
Friday	11A to 12A	13	On April 21, 2021, 1 Tesla X able to go over bridges replaced golf cart (no rate increase)
Saturday	12P to 12A	12	On June 15, 2021, service was expanded to Tavernier Town, Mariners Hospital and Good Health Clinic (no rate increase)
Sunday	11A to 8P	9	Effective July 1, 2022, scheduled revised so that one vehicle starts at 7:00 a.m.; services 7 days per week.
		70	

2020													MONTHLY
January	February	March	April	May	June	July	August	September	October	November	December	TOTAL	AVERAGE
(service reduction during COVID-19 - no ride sharing - single pickups only June 2020 through May 2021)													
Completed Rides	740	700	927		754	995	1,205	1,388	1,530	1,339	1,507	11,085	1,109
Total Passengers	1,741	1,532	1,921		1,609	1,896	2,217	2,371	2,804	2,419	2,781	21,291	2,129
Monthly Payment	\$ 6,750.00	\$ 6,750.00	\$ 26,440.00	(service suspension-Covid 19)	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 225,020.00	
Ad Subsidy	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Payment	\$ 6,750.00	\$ 6,750.00	\$ 26,440.00		\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 225,020.00	
Cost / Ride	\$ 9.12	\$ 9.64	\$ 28.52		\$ 35.07	\$ 26.57	\$ 21.94	\$ 19.05	\$ 17.28	\$ 19.75	\$ 17.54		\$ 20.45
Cost / Passenger	\$ 3.88	\$ 4.41	\$ 13.76		\$ 16.43	\$ 13.95	\$ 11.93	\$ 11.15	\$ 9.43	\$ 10.93	\$ 9.51		\$ 10.54

2021														MONTHLY
	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>TOTAL</u>	AVERAGE
(service reduction during COVID-19 - single pickups only thorough May 2021)														
Completed Rides	1,581	1,722	1,834	1,510	1,502	1,478	1,613	1,583	1,671	1,626	1,599	1,799	19,518	1,627
Total Passengers	2,898	3,278	3,574	2,898	2,684	2,848	3,038	2,644	2,764	2,839	2,897	3,014	35,376	2,948
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 317,280.00	
Ad Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 317,280.00	
Cost / Ride	\$ 16.72	\$ 15.35	\$ 14.42	\$ 17.51	\$ 17.60	\$ 17.89	\$ 16.39	\$ 16.70	\$ 15.82	\$ 16.26	\$ 16.54	\$ 14.70		\$ 16.33
Cost / Passenger	\$ 9.12	\$ 8.07	\$ 7.40	\$ 9.12	\$ 9.85	\$ 9.28	\$ 8.70	\$ 10.00	\$ 9.57	\$ 9.31	\$ 9.13	\$ 8.77		\$ 9.03

2022														MONTHLY
	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>TOTAL</u>	AVERAGE
Completed Rides	1,675	1,661	1,771	1,621	1,699	1,574	2,024	2,184	1,755	1,925	2,091	2,329	22,309	1,859
Total Passengers	2,902	2,945	3,195	2,788	2,998	2,698	3,422	3,341	2,499	3,070	3,268	3,626	36,752	3,063
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 331,994.00	
Ad Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 331,994.00	
Cost / Ride	\$ 15.79	\$ 15.92	\$ 14.93	\$ 16.31	\$ 15.56	\$ 18.13	\$ 14.10	\$ 13.07	\$ 16.26	\$ 14.83	\$ 13.65	\$ 12.26		\$ 15.07
Cost / Passenger	\$ 9.11	\$ 8.98	\$ 8.28	\$ 9.48	\$ 8.82	\$ 10.58	\$ 8.34	\$ 8.54	\$ 11.42	\$ 9.30	\$ 8.73	\$ 7.87		\$ 9.12

2023														MONTHLY
	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>TOTAL</u>	AVERAGE
Completed Rides	2,585	2,684	3,109	2,910	2,864	2,511	2,578						19,241	2,749
Total Passengers	4,106	4,356	5,071	4,722	4,312	3,882	3,857						30,306	4,329
Monthly Payment	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00						\$ 199,794.00	
Ad Subsidy	\$ -	\$ -	\$ -										\$ -	
Monthly Payment	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 199,794.00	
Cost / Ride	\$ 11.04	\$ 10.63	\$ 9.18	\$ 9.81	\$ 9.97	\$ 11.37	\$ 11.07							\$ 10.44
Cost / Passenger	\$ 6.95	\$ 6.55	\$ 5.63	\$ 6.04	\$ 6.62	\$ 7.35	\$ 7.40							\$ 6.65

○ ○ ○ ○

freebee +



PROGRAM RECAP

August 2023

○ ○ ○ ○

PROGRAM GOALS

- Establish an innovative and effective public transportation option for Islamorada, Village of Islands
- Transform Islamorada into a community where you can live, work, and play without the need of a personal vehicle
- Alleviate traffic congestion by encouraging residents to opt for public transportation.
- Increase parking availability by reducing the number of cars on the road.
- Contribute to environmental sustainability by operating a fleet of 100% electric vehicles, thereby reducing the Village's carbon footprint.
- Drive local economic growth by providing a convenient transportation service that brings customers directly to local businesses.
- Facilitate seamless commuting for workers by providing a reliable and efficient transportation solution, ensuring easy access to their places of employment.
- Enhance public safety by curbing instances of drinking and driving through accessible Freebee transportation.

freebee +



EXECUTIVE SUMMARY

The Freebee Islamorada microtransit program has set a new standard for transportation excellence, positioning itself as a shining example not just within Monroe County, but throughout the entire State of Florida. With an impressive ridership exceeding 130,000 passengers since inception, the Freebee service within Islamorada has demonstrated its capability as a reliable and sought-after mode of public transport. What's even more remarkable is the resounding positive feedback from our passengers, with customer satisfaction levels reaching an all-time high, surpassing those of all other Freebee service areas.

The success of the Freebee Islamorada microtransit program can be attributed to its unwavering commitment to inclusivity and accessibility. Embracing an equitable approach, this service has resonated with people of all ages and backgrounds, whether they are local residents or visitors to this vibrant island community. Freebee has not only redefined how people move around Islamorada but has also enriched their experiences by connecting them seamlessly with the community's thriving local businesses and attractions.

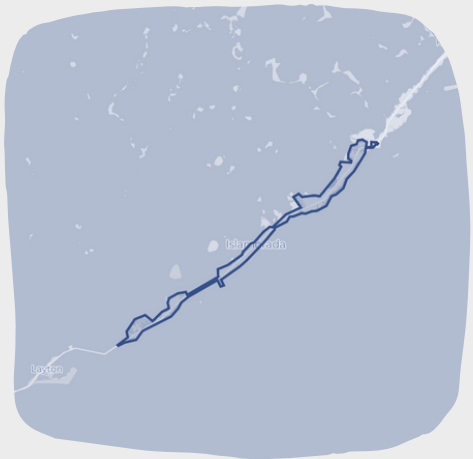
We are incredibly proud of what we have accomplished, and we eagerly look forward to building on this momentum, setting the bar even higher for the future of Freebee within Islamorada.



LAUNCHED

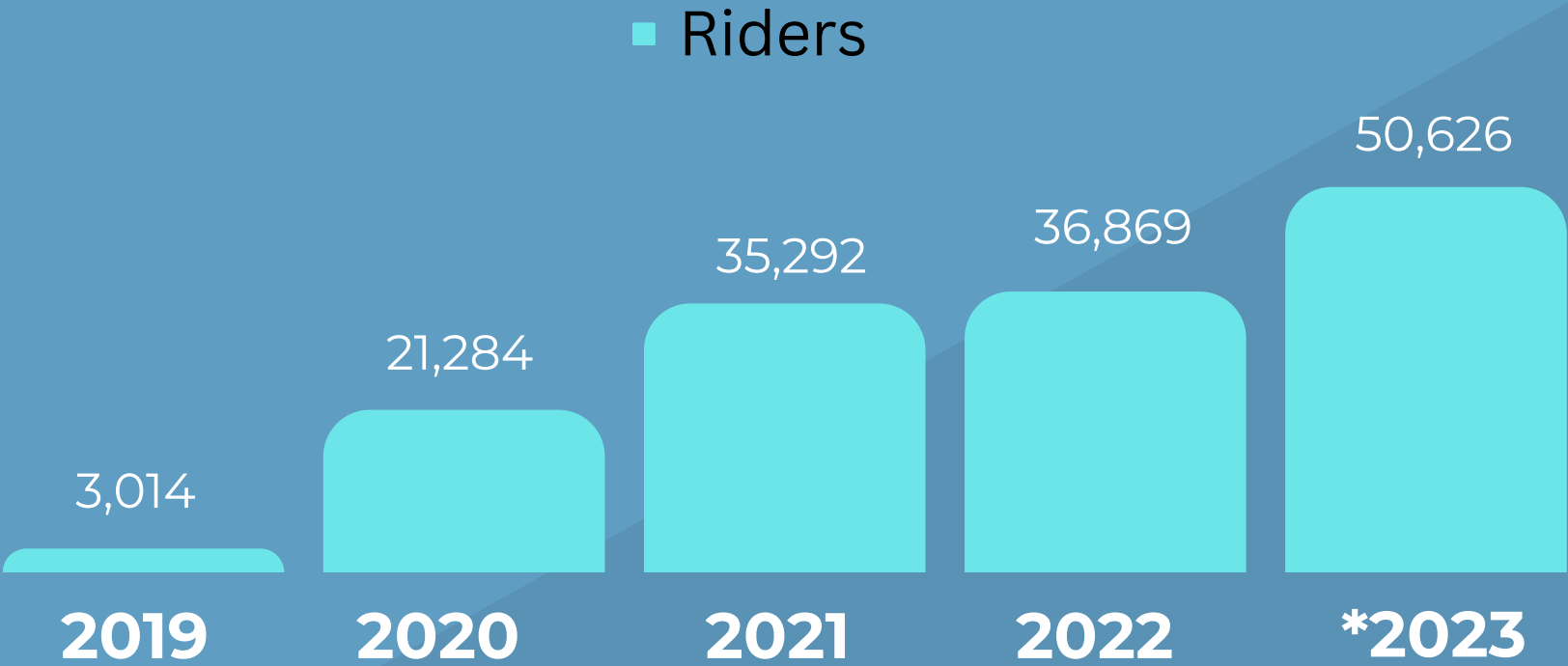
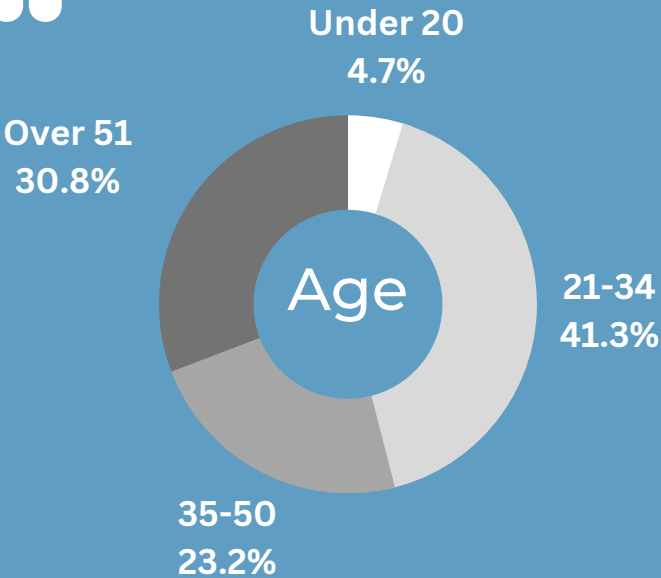
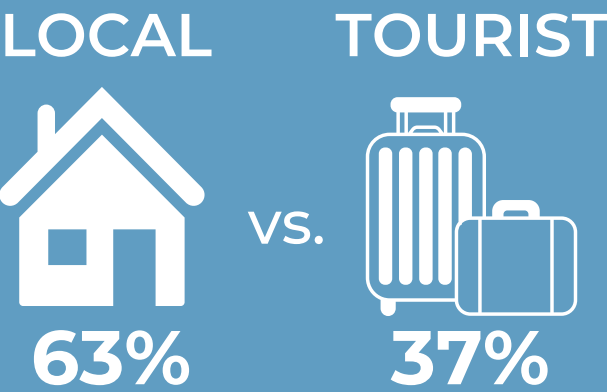
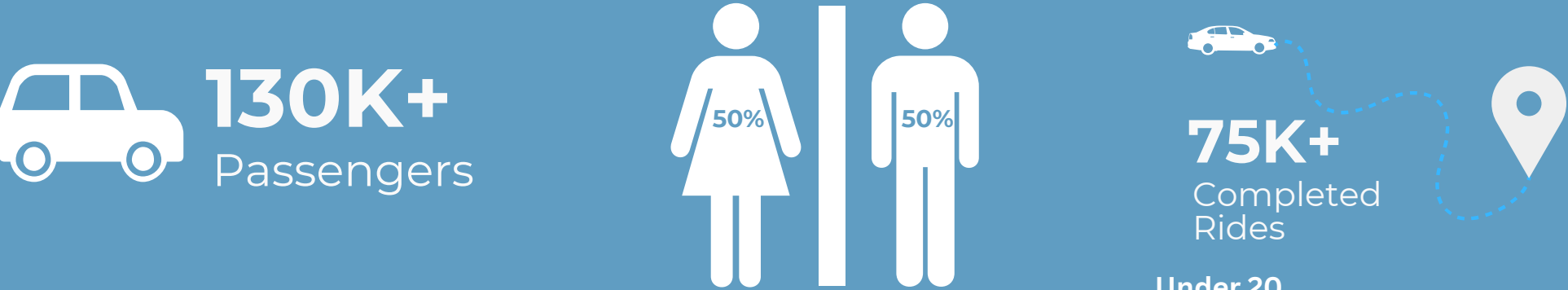
Sun - Thu 7am - 10pm
Fri & Sat 7am - 12am

3 (2) Tesla X
(1) Van



On-demand, door-to-door transportation funded by the Village of Islamorada

RIDERSHIP



*Projected Annual number

The Freebee Islamorada microtransit system has remarkably served over 130,000 passengers since its inception, solidifying its status as one of Florida's standout microtransit services. Its outstanding performance isn't solely attributed to seasonal visitor engagement; notably, it has become a cornerstone for locals, contributing to more than 63% of all completed rides since the launch of the program. This deeply rooted local patronage is testament to the service's localization focus, fostering an essential transportation solution within the community, including its vital role in providing reliable commuting options for workers. This inclusive service saw equitable participation from all age demographics and socio- demographic groups, catering to both transit- dependent and choice riders. With expanded service levels commencing in October 2023, we anticipate massive year-over-year growth and continued success for the Freebee Islamorada microtransit system.

CONSUMER EXPERIENCE

Freebee +



AVG. WAIT-TIMES

17.71 Minutes



CUSTOMER SATISFACTION

98.8% ★★★★★



PEAK TIMES

M-Th 3pm-8pm
F 3pm-11pm
Sa 4pm-11pm
Su 3pm-7pm

5

Freebee offers an exceptional customer experience, marked by convenience, engagement, and community connection. Customers relish the seamless ease of use, which makes moving around town not just simple but also enjoyable.

Our drivers, known for their friendly demeanors and local knowledge, play a significant role in enhancing the Freebee experience. They serve as invaluable guides, sharing insights about the community, local businesses, and attractions, transforming an ordinary ride into a journey of discovery.

This uniquely enjoyable and informative travel experience has cultivated a high level of customer satisfaction, with users expressing a genuine fondness for Freebee. Not only does Freebee make transportation accessible and hassle-free, but also fosters a sense of connection within the community that customers love and relate back to their experience on Islamorada.

"Elizabeth was an amazing driver, very knowledgeable and informative about the vehicle and the Village." ~ Mark S.

*"Our driver was SUPER nice!! Great conversation!! Had great recommendations! A great person to have as a driver!
~ Jill M.*



ECONOMIC IMPACT

CONNECTIONS MADE EASY



With the Ride Freebee app, people have access to learn about **85+** Islamorada restaurants and other local businesses and then 1-click request a free ride to their destination.

EMPOWERING LOCAL BUSINESSES



The Freebee App goes the extra mile to connect with local businesses to explain how their business benefits from this amazing service.

SAVING MONEY, SUPPORTING LOCAL EXPERIENCES



Saving people \$25+ on round trip rideshares when they go out, Freebee enables them to keep that money in their pocket and instead spend it on a local experience.

CONVENIENCE = VIBRANT LOCAL COMMUNITIES



People love convenience! Convenience makes it easy to go shopping, touring, or out for a night on the town. Inconvenience keeps people home.

STAFFING SOLUTIONS WITH FREEBEE



A ride to work can be the difference between businesses being fully staffed for the day. Lack of staffing has been plaguing businesses across the country and Freebee mitigates this problem.

REDUCING CONGESTION, ENHANCING EXPERIENCES



Freebee reduces traffic congestion! Time spent in traffic or hunting for parking is time that can be better spent enjoying what the amazing local business community has to offer.

SAFE AND RESPONSIBLE TRAVEL WITH FREEBEE



Freebee is a real alternative to drinking + driving. Alcohol-related traffic accidents are costly, both in terms of monetary and quality of life.

FREE PROFILES FOR LOCAL BUSINESSES



We connect local businesses to our ridership by offering a free profile on the Freebee app to the businesses that we connect with.

EASING PARKING DEMAND AND COMMUTING WOES



Freebee lowers the demand for parking spots. Thus freeing up parking spots for customers that want to drive in from farther away. People are less likely to drive to areas that are not likely to have available parking.

ENVIRONMENTAL IMPACT

We're proud to lead the charge in sustainable transportation with our 100% electric car fleet, making a significant contribution to environmental protection. Our use of electric vehicles (EVs) enables us to reduce the greenhouse gas emissions usually associated with conventional vehicles, creating cleaner air and a healthier environment.

Our electric fleet demonstrates not just our commitment to modern, efficient transportation, but also to a sustainable future. We are actively promoting renewable energy use, diminishing reliance on fossil fuels, and proving that public transport can operate seamlessly with minimal environmental impact.

By operating EVs in densely populated areas like Islamorada, we're also contributing to noise pollution reduction, resulting in quieter, more peaceful urban environments. In essence, we at Freebee aren't just revolutionizing travel; we're playing a crucial part in combating climate change and securing a greener future for our communities.

100% Electric Vehicles



71,635,540g of CO₂e
=
78.97 US tons of CO₂ Saved
for Islamorada





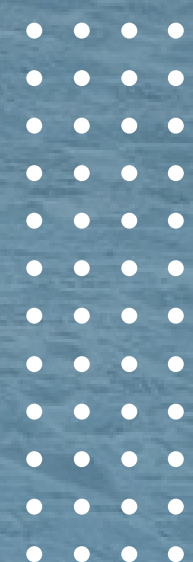
THANK YOU

Freebee has undeniably played a vital role in Islamorada, elevating the transportation experience for residents and visitors alike. Our exceptional customer satisfaction levels, dedicated ambassador drivers, and convenient on-demand service have made Freebee an indispensable part of the Village's mobility landscape. To foster continued growth, prioritizing the enhancement and expansion of Freebee's service is crucial, as it promises to cultivate stronger connections within the community, boost local businesses, and ensure a more sustainable and enjoyable future for all.

JASON SPIEGEL
MANAGING PARTNER

 (215) 370-5699

 www.RideFreebee.com





Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: September 7, 2023
SUBJECT: **Resolution Approving the Selection of Professional Contractor Services for the Wastewater System Resulting from RFQ 23-10 and Corresponding Continuing Services Agreement- TAB 9**

Background:

In May 2023, the Village Wastewater Department advised the Village Manager of the need to update the existing library of Professional Contractor Services for Wastewater System and to retain contractors to provide professional maintenance and repair services and complete infrastructure capital projects for the Village's central wastewater collection and transmission system.

On June 29, 2023, the Village issued a Request for Qualifications ("RFQ 23-10") for Professional Contractor Services for Wastewater System (Exhibit "A" to the Resolution at Attachment "A"). The full RFQ was published on DemandStar, the Village's website, and the Village's Facebook page. Additionally, notification of the RFQ's release was emailed to 687 vendors through the Village's Constant Contact email application, and the RFQ was advertised in the Keys Weekly newspaper for 3 weeks from June 29, 2023, through July 31, 2023. Demonstration of the advertising and distribution of the RFQ is provided as Attachment "C".

Analysis:

RFQ 23-10 sought proposals from professional electrical, plumbing, and other contractors to provide materials and services for various maintenance and repair projects and infrastructure capital projects for the Village's central wastewater collection and transmission system. RFQ 23-10 was issued in accordance with the Village's Purchasing Procedures Ordinance Sec. 2-327 (b) and (c)(4).

The proposal submission deadline was July 31, 2023, and proposals were opened by the Village Clerk on July 31, 2023, immediately following the RFQ closing. In response to the RFQ, the Village Clerk received one (1) proposal from Page Excavating, Inc. ("Page"). To evaluate the proposal, the Village Manager appointed an RFQ Evaluation Committee (the "Committee") consisting of Director of Public Works and Wastewater Andrew Engelmeyer, Wastewater Operations Manager Joaquin Miranda, and Public Works Coordinator Kristiana Patience. On August 4, 2023, the Committee members met to discuss the single proposal received. The Committee agreed that the proposal was responsive to the bid document, and they agreed to recommend to the Village Council that the Village enter into a Non-Exclusive Continuing Services Agreement ("CSA") with Page (Exhibit "B" to the Resolution).

The proposal from Page Excavating, Inc., (Attachment "B") includes details regarding Pages' project management experience, services, and examples of projects completed within the Florida Keys since 2009. Page has completed various wastewater-related projects for residential and commercial property owners to connect to the Village's central wastewater collection and transmission system. Page has been engaged by the Florida Keys Aqueduct Authority ("FKAA") and by the Key Largo Wastewater Treatment District ("KLWTD") as a contractor for various water and wastewater capital projects and repair and maintenance projects. Under a previous five-year CSA with the Village and prior to the CSA taking effect, Page has provided various services to the Village often on an emergency basis when breaks in the force main have occurred. Page Excavating, Inc., is a local contractor; however, local preference points were not included in RFQ 23-10 because federal and state grant funds may be used to fund certain projects.

Budget Impact:

There is no budget impact at this time. The Village's tentative FY 2023-2024 budget for the Wastewater Enterprise Fund includes \$510,000.00 for Repairs and Maintenance, \$270,000.00 for Operating Supplies, and \$350,000.00 for Infrastructure Capital Projects. Work authorizations under the CSA with Page will be presented to the Village Council for approval when projects and cost estimates are determined.

Staff Impact:

There is no anticipated staff impact at this time. The Public Works and Wastewater Director and the Wastewater Operations Managers would be responsible for managing Page's services under the CSA.

Recommendation:

Staff recommends that the Village Council adopt the proposed Resolution, approving the selection and recommendations of the Committee, authorizing the Village Manager to execute the CSA and any required documents necessary to implement the terms and conditions of the CSA.

- Attachments:**
1. Resolution
 2. Exhibit "A"
 3. Exhibit "B"
 4. Attachment B
 5. Attachment C

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SELECTION AND RECOMMENDATIONS OF THE RFQ 23-10 EVALUATION COMMITTEE FOR PROFESSIONAL CONTRACTOR SERVICES FOR WASTEWATER SYSTEM; APPROVING PROFESSIONAL SERVICES AGREEMENTS FOR CONTRACTOR SERVICES FOR THE VILLAGE WASTEWATER SYSTEM; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Wastewater Department of Islamorada, Village of Islands (the "Village") advised the Village Manager of their need to update the existing library of Professional Contractor Services for Wastewater System and to retain contractors to provide professional maintenance and repair services for the Village's central wastewater collection and transmission system; and

WHEREAS, the Village prepared and advertised a Request for Qualifications ("RFQ") for Professional Contractor Services for Wastewater System, (RFQ 23-10 attached as Exhibit "A"); and

WHEREAS, the full RFQ was published on DemandStar, on the Village's website, and on the Village's Facebook page, and notification of the RFQ was emailed to 687 vendors through the Village's Constant Contact mass email application and advertised in the *Keys Weekly* newspaper for three weeks, from June 29, 2023, through July 31, 2023. Demonstration of the advertising and distribution of the RFQ is provided as Attachment "C".

WHEREAS, the Village Manager created an Evaluation Committee (the "Committee") consisting of Village staff to review the quotations and make a recommendation to the Village Council for selection of responsive proposers; and

WHEREAS, the Committee reviewed the one (1) proposal received and has recommended the proposal for selection and inclusion in the library of Professional Contractors Services for Wastewater System; and

WHEREAS, the Village Council desires to approve the selection and recommendation of the Committee; and

WHEREAS, the Village Council has determined that the procurement and utilization of these services is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. Approval of Ranking. The Village Council hereby approves the Committee's selection and recommendation and includes the following firm in the library of Professional Contractor Services for Wastewater System:

- Page Excavating, Inc.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are hereby authorized to negotiate the terms and conditions of a Non-Exclusive Continuing Services Agreement (the "Agreement") with the above-listed firm in substantially the form as provided in the form of agreement attached as Exhibit "B."

Section 4. Execution of Agreement. The Village Mayor is authorized to execute the Agreement on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or

amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

Motion by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED ON THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Islamorada, Village of Islands, Florida

REQUEST FOR QUALIFICATIONS

**PROFESSIONAL CONTRACTOR SERVICES FOR WASTEWATER SYSTEM
(RFQ 23-10)**

Issue Date: June 29, 2023

Islamorada, Village of Islands (the "Village"), will receive formal proposals to include qualifications to provide professional electrical, plumbing, and trades for various maintenance and repair services for the Village's central wastewater collection and transmission system. Formal proposals will be accepted until **3:00 p.m. Eastern Standard Time on July 31, 2023.**

Interested proposers must submit sealed proposal packages by certified mail or in person to:

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

To be eligible for selection consideration, a submittal package must contain all documentation detailed in Section VII of this document. Proposers must submit one (1) original printed package and five (5) printed copies, and one (1) electronic copy provided by email attachment or cloud storage link. The printed documents shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the contractor and bear the following title: Islamorada, Village of Islands **"Professional Contractor Services for Wastewater System (RFQ 23-10)."**

The electronic copy should be identical to the original printed package in natively converted PDF format and include "RFQ 23-10" in the document title. Submit the electronic document or link to the cloud storage site via email to clerk@islamorada.fl.us **within 24-hours after 3:00 p.m. Eastern Standard Time on July 31, 2023.**

All costs of preparation of Proposal Documents will be borne by the Proposer.

It is the sole responsibility of proposing firms to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

I. CONE OF SILENCE NOTICE

A "Cone of Silence" is hereby imposed prohibiting communications in connection with this bid or the Project. The Cone of Silence shall be in effect from the time of issuance of this bid through the time the services or Project procured through this bid are formally awarded through the approval of the Village Council.

Any communications regarding this bid or the Project between: a potential Proposer or Firm, including any person acting on a Proposer's behalf, and the Village Council members, Village staff, including the Village Manager and his staff, Village employees and consultants, and any member of the Village's Evaluation Committee are prohibited.

Duration of Cone of Silence. The Cone of Silence shall terminate upon approval of the contract by the Village Council.

Exceptions to Applicability. The provisions of this Cone of Silence shall not apply to:

1. Oral communications at scheduled pre-proposal conferences or meetings.
2. Formal oral presentations or interviews before the Evaluation Committee as requested by the Evaluation Committee and publicly noticed in advance.
3. Public presentations made to the Village Council members during any duly noticed public meeting.
4. Communications in writing at any time with the Village Clerk, designated responsible for administering the procurement process for this bid document, provided the communication pertains to matters of process or procedure set forth in this bid document, unless specifically prohibited by this bid document.
5. Duly noticed site visits during the time period between the opening of Proposals and the time the Village Council considers the final selection and award of the Proposals.
6. Written questions or requests from Proposers for clarification or information in this bid document to the Village Clerk, responses to the Proposer's questions or requests for clarification or additional information, and Addenda issued by the Village to this bid document.
7. Contract negotiations during any duly noticed public meeting.

Penalties. Violation of this Cone of Silence by a particular Proposer or Firm, Firm members or personnel, shall render any Proposal submitted in response to the bid disqualified.

Questions Regarding the Cone of Silence. Please contact the Village Clerk with any questions concerning compliance with the Cone of Silence.

II. PUBLIC ENTITIES CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to the 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 consultant under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from 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.

III. INQUIRIES FOR CLARIFICATION

All inquiries and requests for clarification or interpretation regarding this Request for Qualifications (the "RFQ") shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036 or by email to mary.swaney@islamorada.fl.us **no later than July 17, 2023.**

The Village shall issue appropriate addenda as necessary via DemandStar at <https://www.demandstar.com> and on the Village's website at <http://www.islamorada.fl.us>. No oral change or interpretation of the provisions contained in this RFQ is valid. Written addenda shall be issued when changes, clarifications or amendments to the Request for Proposals document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

IV. NO PRE-BID MEETING

There is no pre-bid meeting for this RFQ.

V. PURPOSE

The purpose of this RFQ is to solicit sealed cost proposals from professional electrical, plumbing, and other contractors to provide the materials and services for various maintenance and repair services for the Village's central wastewater collection and transmission system (collectively "Projects") in order to establish long-term Non-Exclusive Continuing Services Agreements ("CSAs") with three (3) to five (5) qualified contractors to complete the necessary Projects.

VI. OBJECTIVES

The Village desires to enter into CSAs with contractors for up to five (5) consecutive years with additional terms of up to five (5) years contemplated. Proposals are requested from Contractors that have a demonstrated ability to perform the tasks identified in the Scope of Services and Deliverables in this RFQ and a proven track record of delivering successful and on-time/on-budget

Projects. Contractors with experience that is similar to the experience described in the Eligibility Criteria below are encouraged to respond.

Successful proposers shall perform services under the awarded CSA as independent contractors, and nothing contained in this RFQ or the awarded CSA shall be construed to be inconsistent with this relationship or status. Nothing in the awarded CSA shall be interpreted or construed to constitute the successful proposer or any of its agents or employees to be the agent, employee, or representative of the Village.

CSAs established through this RFQ will be utilized by the Village to secure services to complete various maintenance and repair services for the Village's central wastewater collection and transmission system throughout the Village (each request a "Project"). When services are needed, the staff member responsible for a Project may contact one or more of the approved contractors in the library to confirm availability for the Project, request a timeline for Project completion, and request a cost proposal. A project specific work authorization or purchase order will then be issued to the selected contractor along with a notice to proceed. No minimum quantity of work or minimum compensation will be assured to any contractor retained through a CSA, and the Village shall not be prevented in any manner from retaining other firms at its sole discretion.

VII. BACKGROUND AND HISTORY

The Village is a municipality located within the Florida Keys and is comprised of four (4) islands spanning 18 miles. The population is approximately 7,212, and the Village has about 115 full-time employees. As a Florida municipality, the Village must operate within the guidelines of Florida Statutes relating to public records, public meetings, and Sunshine laws. The Village undergoes an annual financial audit pursuant to Florida Statutes. Additionally, the Village must follow the guidelines of its purchasing ordinance when purchasing capital, supplies and services.

Legislation passed by the Florida Legislature mandated higher wastewater treatment and disposal standards for the Florida Keys and required that all wastewater treatment systems in the Florida Keys be upgraded and/or replaced to meet Advanced Wastewater Treatment (AWT) or Best Available Technology (BAT) capabilities. The Legislation established a mandatory compliance date of December 31, 2015.

In response to the State's mandate, the Village selected Reynolds Water Islamorada (RWI) to design, build and operate a Village-wide central wastewater system. A Design-Build-Operate (DBO) Agreement with RWI was approved by Village Council and signed on August 21, 2012. In May 2012, an agreement was signed with the Key Largo Wastewater Treatment District ("KLWTD") to provide treatment and disposal of effluent at their wastewater treatment plant facility in Key Largo, Florida. The wastewater collection and transmission system project was Substantially Complete before the State-mandated deadline in December 2015. Final Completion was achieved in July 2016.

The Village's Wastewater collection and transmission system includes a vacuum collection system with a vacuum pump station located in each of the following areas: Lower Matecumbe Key, Upper Matecumbe Key, South Plantation Key, Middle Plantation Key, and on Sunshine Blvd. in North Plantation Key. In addition, there is another vacuum pump station and a re-pump station located in North Plantation Key. In some areas of the Village, vacuum collection is not feasible. Those specific areas are served with a low-pressure collection system, including grinder pumps.

The Village's Wastewater Department is comprised of one Wastewater Operations Manager, and up to five Wastewater Technicians are responsible for daily operation and maintenance of the collection and transmission system for the Village. The Village's Public Works and Wastewater Director oversees the Wastewater Department with the assistance of a Public Works Coordinator. The Village is seeking to establish a library of contractors to provide wastewater repair and maintenance-related services in support of in-house collection and transmission system operations and maintenance. The collection and transmission system is primarily a vacuum system that includes grinder pumps to enhance flow. Going through the bid process now will minimize or eliminate the need to do so on a case-by-case basis when needs arise. These services normally include pump outs, plumbing repairs, electrical work, and other construction/repair services. Engineering design services are not included in this RFQ; the Village already has a library for these services.

VIII. SCOPE OF SERVICES

GENERAL SCOPE AND DELIVERABLES

To support in-house wastewater collection and transmission system operations and maintenance activities, the Village intends to enter into CSAs with plumbers, electricians and other technicians to assist staff with large-scale and small-scale services as described in this section.

Cost for Services are to be provided through the submittal of Attachment A with the proposal: Cost for Services should include all labor, equipment and incidental supplies and materials for installation, repairs and restoration needed. Materials supplied by Islamorada Wastewater will consist of permanently installed infrastructure, such as: pipes, valves, repair couplers, vacuum pits, grinder pumps and basins, etc.

Large Scale Services, Standard and Emergency Call Out

Examples of such services include:

1. Emergency repairs or replacement of the damaged Conveyance Force Main (CFM).
2. Installation of new service connections and extensions on the CFM; including electrofusion (HDPE) or hot taps (PVC) for various pipe types, diameters and depths.
3. Emergency repairs of existing vacuum mains in the Village collection system at various construction depths and vacuum main diameters.
4. Installation of vacuum main extensions and new service connections as deemed necessary by the engineering staff for vacuum main diameters at various construction depths.

5. Emergency repairs or replacement of damaged HDPE low pressure force main (LPFM) for diameters and various construction depths.
6. Installation of new HDPE low pressure force main (LPFM) for diameters and various construction depths by means of open trench.
7. Installation of new HDPE low pressure force main (LPFM) for diameters and various construction depths by mean of directional bore.
8. Asphalt repairs required after needed repairs or installation of wastewater items located in FDOT Right of Way, , standard call and emergency call out,. Must be completed to FDOT specifications required and include striping.
9. Asphalt repairs, required after needed repairs or installation of wastewater items located in Village Right of Way. Must be completed to FDOT specifications required and include striping:
10. Vacuum pump-out services to include labor and equipment.

Small Scale Projects, Standard and Emergency Call Out

Examples of such services include:

1. Installation, integrity testing, and connection of vacuum valve pits on the existing vacuum collection system.
2. Removal of existing vacuum valve pits on the existing vacuum collection system.
3. Installation, integrity testing, and connection of a Village Simplex Grinder Pump Station (Wet Well, Pump, Valve Box, and Control Panel) for connection with the Village's low-pressure collection system.
4. Removal of an existing Village-owned simplex grinder pump wet well.
5. Removal of an existing Village-owned duplex grinder pump wet well.
6. Installation and integrity testing of new isolation valve on the existing low-pressure collection system.
7. Installation and integrity testing of new isolation valve on the existing vacuum collection system.
8. Adjustment of valve cover on existing low-pressure/vacuum system.
9. Adjustment of manhole ring and cover on existing vacuum valve pit.
10. Replacement of reinforced concrete around existing valve cover on existing low-pressure/vacuum system.
11. Replacement of reinforced concrete around existing vacuum valve pit.

The Village will be responsible for the emergency repair materials. In cases of the non-emergency construction work, some materials and piping shall be ordered by the contractor as needed, other materials will be provided by the Village. Because each project is unique in nature, the requirements of the job will be discussed with the requested contractor at the time of project offer.

The Village of Islamorada Wastewater Department will be responsible for shutting down the mains for all repairs, emergency or operational. Emergency contractors may be asked to assist in shutting down Village main lines, but only under the direct supervision of the Village Supervisor on Duty, working for the Village Wastewater Operations Manager or Village Manager designee.

IX. SUPPLIES, EQUIPMENT AND WARRANTIES

The Village's Wastewater Operations Manager or the Public Works and Wastewater Director shall coordinate with the contractor to approve the specific schedule for specific Projects under the CSAs.

X. NOTICE AND SCHEDULING

The contractor shall be responsible for furnishing all necessary labor, supervision, tools, parts, materials, and equipment required to complete the specific Project other than those parts supplied by Islamorada Wastewater. The contractor shall provide a minimum one-year warranty for all equipment, infrastructure, amenities, and fixtures installed.

XI. ELIGIBILITY CRITERIA

To be eligible for selection consideration, interested proposers must submit proposals in the manner directed on the first page of this RFQ document.

Proposals must contain the following information:

1. ***Cover Letter:*** Provide a cover letter introducing the contractor and proposal summarizing in a brief and concise manner the contractor's understanding of the work to be performed, the commitment to perform the work, a statement explaining why the contractor believes itself to be qualified. Cover letter must also include a statement whether the contractor is able to obtain performance bonds as may be required for all Projects with a value of \$200,000.00 and higher. An authorized agent of the contractor must sign the Cover Letter indicating the agent's title or authority.
2. ***Company Overview:*** Provide an overview of the company detailing a) the total number and expertise of professional staff that may be assigned to Village projects, describing staff credentials, and identifying office locations and staff assigned to those offices throughout the Florida Keys or the nearest locations to the Florida Keys, and b) list of company's fleet, including vehicles and equipment necessary to complete projects described in Section VIII.
3. ***Project Management Experience/Project Examples:***
 - a) Detail the qualifications and experience of the contractor and services offered.
 - b) Provide examples of similar projects completed.
4. ***Contractor References:*** Provide at least three (3) clients, preferably in the Florida Keys, for whom the contractor has completed similar projects within the last two (2) years. The

references should include the name, address, telephone number and email address of a contact person for each reference cited. References will be verified.

5. **Attachment A "Cost for Services"** completed for those services the proposer is interested in performing.
6. **State and Local Authorization to Transact Business:** Submit proof of authorization from the Secretary of the State of Florida to transact and conduct business in the State of Florida. The successful proposer must be fully licensed and certified in the State of Florida at the time of submittal for the type of services to be rendered.

Upon award of the Project, the successful proposer shall provide proof of authorization from Monroe County to transact and conduct business in Monroe County. The successful proposer must also register as a contractor with the Village prior to performing any work.

7. **Insurance to be provide after award of contract:** The successful proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Village within fifteen (15) days after award of contract, with Village Council listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next highest ranked contractor. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance	\$1,000,000 Accident
\$1,000,000 Disease, policy limits	
\$1,000,000 Disease each employee	
General Liability, including	\$1,000,000 per Occurrence and
Premises Operation	\$2,000,000 in the Aggregate
Products and Completed Operations	
Blanket Contractual Liability	
Personal Injury Liability	
Expanded Definition of Property Damage	
Vehicle Liability	\$1,000,000 per Occurrence
(Owned, non-owned and hired vehicles)	\$1,000,000 Combined Single Limit
Pollution Liability Insurance	\$1,000,000 per claim and in the aggregate

Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in

the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of the successful proposer. Any remedy provided to the Village by the insurance provided by contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of contractor) available to the Village under the CSA or otherwise.

Neither approval nor failure to disapprove insurance furnished by the successful proposer shall relieve the successful proposer from responsibility to provide insurance as required by this RFQ and the awarded CSA.

XII. EVALUATION AND SCORING

A publicly noticed bid opening will be held at the Village Administrative Center. An Evaluation Committee made up of three or more Village staff members will convene in a publicly noticed meeting to evaluate proposals after they are opened. Proposals will be evaluated for responsiveness to the RFQ. The Evaluation Committee will prepare a ranking of recommendations to the Village Council based on a point system for entering into contract negotiations. Negotiations will commence with the first-ranked proposer. If the Village and the first-ranked proposer are unable to finalize a contract, then the negotiation process will move to the second-ranked proposer and so forth.

The point system for the evaluation and scoring of responsive proposals will be as follows:

Company Overview	0 - 20 points
Costs for Services	0 - 40 points
Similar Projects	0 - 30 points
<u>References</u>	<u>0 - 10 points</u>
SUBTOTAL POINT RANGE	0 - 100 POINTS

The Village reserves the right to accept or reject any or all proposals, to waive irregularities, technical errors and formalities, and to select a qualified contractor or contractors to provide the Project as it deems will best serve the interests of the Village.

XIII. LOCAL PREFERENCE does not apply to this RFQ due to potential funding sources for Wastewater projects.

XIV. FORM OF AGREEMENT

A draft copy of the form of Non-Exclusive Continuing Services Agreement ("CSA") for the services is attached as Exhibit "A". The draft CSA includes the major business concerns for the Village, which is subject to change in the Village's discretion. The final CSA will govern the successful proposer's performance under the CSA and shall be executed by the successful proposer(s). All proposers, by submission of their proposals agree to execute a CSA consistent with the terms of this RFQ if selected by the Village to perform the Services. The final CSA may not be in the same form as the draft CSA.

XV. CONFIDENTIALITY AND PUBLIC RECORDS

The Proposal Documents and related materials received from the proposers in response to this RFQ will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Florida Statute 119.071(1)(b)(2) provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening, whichever is earlier.

Upon the Village's notice of a decision or intended decisions on selection of a proposer or within thirty (30) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFQ will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFQ are public records or documents subject to disclosure, except as specifically exempted by Florida law or other Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting proposals, each proposer expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the contractor may suffer from disclosure of information or materials to third parties and the contractor agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

XVI. CONTACT PROVISION AND REQUIRED FORM FOR SUBMITTAL WITH PROPOSALS

Any contracts or agreements awarded under this RFQ may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this RFQ or any resulting contract.

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this RFQ and shall be made part of the agreement awarded through the RFQ. All bidders are required to complete and sign the three documents noted as requiring signature and submittal with proposal.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
13. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal*

Additional Contract Terms – Combined into one document - *Requires signature and submittal with proposal*

ACCESS TO RECORDS
CHANGES/MODIFICATIONS
NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS
COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS
NOT OBLIGATION BY THE FEDERAL GOVERNMENT
PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- 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 contractor 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. Contractors 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, contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 contractor 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.

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

(3) The contractor 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 contractor's legal duty to furnish information.

(4) The contractor 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor 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.

(6) The contractor 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.

(7) In the event of the contractor'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 contractor 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor 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 contractor 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. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor 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 contractor 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 contractor 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 contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.."

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor 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 paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Islamorada, Village of Islands 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor 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.
2. The contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

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

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
 - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

12. SUSPENSION AND DEBARMENT

(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 contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or 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).

(2) The contractor must 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 into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor 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 Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or 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 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFQ.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor 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.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor 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 project scope.

C. Non-use of DHS Seal, Logo, and Flags: The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

ATTACHMENT A Cost for Services

Instructions:

Indicate the cost for each of the services you are interested in performing. Contractors can bid on all or some of the work.

Large Scale Fixed Price with Economic Price Adjustments (CPI) for 3-5 years

Prices should include all labor, equipment and incidental supplies and materials for installation, repairs and restoration needed. Materials supplied by Islamorada Wastewater will consist of permanently installed infrastructure, such as: pipes, valves, repair couplers, vacuum pits, grinder pumps and basins, etc.

Examples of such services may include:

1. Emergency repairs or replacement of the damaged Conveyance Force Main (CFM) for identified piping types, diameters and depths as identified below:

- a. Emergency call out including mobilization and demobilization:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 1 LS	\$ _____	\$ _____	\$ _____

- b. HDPE, DR13.5 CFM pipe diameters:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 8-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
ii. 10-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
iii. 12-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
iv. 14-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
v. 16-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
vi. 18-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf

- c. PVC, DR25 CFM pipe diameters:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 8-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
ii. 10-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
iii. 12-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
iv. 16-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
v. 18-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf

2. Installation of new service connections and extensions on the CFM; including electrofusion (HDPE) or hot taps (PVC) for various pipe types, diameters and depths as identified below:

- a. Standard call out including mobilization and demobilization:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 1 LS	\$ _____	\$ _____	\$ _____

- b. HDPE, DR13.5 CFM pipe diameters:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 8-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
ii. 10-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
iii. 12-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
iv. 14-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
v. 16-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
vi. 18-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf

- c. PVC, DR25 CFM pipe diameters:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 8-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
ii. 10-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
iii. 12-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
iv. 16-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
v. 18-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf

3. Emergency repairs of existing vacuum mains in the Village collection system at various construction depths and vacuum main diameters as identified below:

- a. Emergency call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1 LS	\$ _____	\$ _____	\$ _____

- b. Vacuum Main SDR 21 PVC pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 4-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
ii. 6-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
iii. 8-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
iv. 10-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
v. 12-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf

4. Installation of vacuum main extensions and new service connections as deemed necessary by the engineering staff for vacuum main diameters at various construction depths as identified below:

- a. Standard call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1 LS	\$ _____	\$ _____	\$ _____

- b. Vacuum Main SDR 21 PVC pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 4-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
ii. 6-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
iii. 8-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
iv. 10-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
v. 12-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf

5. Emergency repairs or replacement of damaged HDPE low pressure force main (LPFM) for diameters and various construction depths as identified below:

- a. Emergency call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
1 LS	\$ _____	\$ _____	\$ _____

- b. LPFM pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1-1/4-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
ii. 1-1/2-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
iii. 2-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
iv. 3-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf
v. 4-inch	\$ _____ /lf	\$ _____ /lf	\$ _____ /lf

6. Installation of new HDPE low pressure force main (LPFM) for diameters and various construction depths by means of open trench as identified below:

- a. Standard call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
1 LS	\$ _____	\$ _____	\$ _____

b. LPFM pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1-1/4-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
ii. 1-1/2-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
iii. 2-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
iv. 3-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
v. 4-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf

7. Installation of new HDPE low pressure force main (LPFM) for diameters and various construction depths by mean of directional bore as identified below:

a. Standard call out including mobilization and demobilization:

Depth below ground	0-6 feet	6-10 feet	10+ feet
1 LS	\$ _____	\$ _____	\$ _____

b. LPFM pipe diameters:

Depth below ground	0-6 feet	6-10 feet	10+ feet
i. 1-1/4-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
ii. 1-1/2-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
iii. 2-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
iv. 3-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf
v. 4-inch	\$ _____/lf	\$ _____/lf	\$ _____/lf

8. Asphalt repairs required after needed repairs or installation of wastewater items. Must be completed to FDOT specifications required and include striping:

a. Emergency call out for FDOT ROW including mobilization and demobilization:

- i. Asphalt Milling \$ _____/sy-in
- ii. Mob and Demob \$ _____ LS
- iii. FC-12.5 \$ _____/tn
- iv. FC-9.5 \$ _____/tn
- v. Limerock Base \$ _____/tn
- vi. Thermoplastic Striping \$ _____/lf

b. Standard call out for FDOT ROW including mobilization and demobilization:

- i. Asphalt Milling \$ _____/sy-in
- ii. Mob and Demob \$ _____ LS
- iii. FC-12.5 \$ _____/tn
- iv. FC-9.5 \$ _____/tn
- v. Limerock Base \$ _____/tn
- vi. Thermoplastic Striping \$ _____/lf

9. Asphalt repairs required after needed repairs or installation of wastewater items. Must be completed to FDOT specifications required and include striping:

a. Emergency call out for Village ROW including mobilization and demobilization:

- i. Asphalt Milling \$_____/sy-in
- ii. Mob and Demob \$_____LS
- iii. FC-12.5 \$_____/tn
- iv. FC-9.5 \$_____/tn
- v. Limerock Base \$_____/tn
- vi. Thermoplastic Striping \$_____/lf

b. Standard call out for Village ROW including mobilization and demobilization:

- i. Asphalt Milling \$_____/sy-in
- ii. Mob and Demob \$_____LS
- iii. FC-12.5 \$_____/tn
- iv. FC-9.5 \$_____/tn
- v. Limerock Base \$_____/tn
- vi. Thermoplastic Striping \$_____/lf

10. Vacuum pump-out services to include labor and equipment:

a. Emergency call out including mobilization and demobilization:

Tank Size (gallons)	0-2600	2601-5600	5601+
i. Call Out	\$_____	\$_____	\$_____
Minimum Time	_____hr	_____hr	_____hr
ii. Hourly Services	\$_____/hr	\$_____/hr	\$_____/hr
iii. Special Dump*	\$_____/gal	\$_____/gal	\$_____/gal

b. Standard call out including mobilization and demobilization:

Tank Size (gallons)	0-2600	2601-5600	5601+
i. Call Out	\$_____	\$_____	\$_____
Minimum Time	_____hr	_____hr	_____hr
ii. Hourly Services	\$_____/hr	\$_____/hr	\$_____/hr
iii. Special Dump*	\$_____/gal	\$_____/gal	\$_____/gal

*Special Dump consists of disposal at a location NOT provided by Islamorada wastewater or KLWTD

Small Scale Fixed Price with Economic Price Adjustments (CPI) for 3-5 years

Prices should include all labor, equipment and incidental supplies and materials for installation, repairs and restoration needed. Materials supplied by Islamorada Wastewater will consist of permanently installed infrastructure, such as: pipes, valves, repair couplers, vacuum pits, grinder pumps and basins, etc.

Examples of such services may include:

12. Installation, integrity testing, and connection of vacuum valve pits on the existing vacuum collection system: \$_____ea
13. Removal of existing vacuum valve pits on the existing vacuum collection system: \$_____ea
14. Installation, integrity testing, and connection of a Village Simplex Grinder Pump Station (Wet Well, Pump, Valve Box, and Control Panel) for connection with the Village's low-pressure collection system: \$_____ea
15. Removal of an existing Village-owned simplex grinder pump wet well; assume an 84-inch-deep basin: \$_____ea
16. Removal of an existing Village-owned duplex grinder pump wet well; assume an 84-inch-deep basin: \$_____ea
17. Installation and integrity testing of new isolation valve on the existing low-pressure collection system: \$_____ea
18. Installation and integrity testing of new isolation valve on the existing vacuum collection system: \$_____ea
19. Adjustment of valve cover on existing low-pressure/vacuum system: \$_____ea
20. Adjustment of manhole ring and cover on existing vacuum valve pit: \$_____ea
21. Replacement of reinforced concrete around existing valve cover on existing low-pressure/vacuum system: \$_____ea
22. Replacement of reinforced concrete around existing vacuum valve pit: \$_____ea

**NON-EXCLUSIVE
CONTINUING SERVICES AGREEMENT
WITH SEPARATE STATEMENTS OF WORK
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
NAME OF ENTITY**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2023 (the "Effective Date"), by and between the **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village"), and **NAME OF ENTITY**, a Florida [type of entity], (the "Contractor").

WHEREAS, on [INSERT DATE OF ISSUANCE OF PROCUREMENT], the Village issued Request for Qualifications No. 23-10 ("RFQ") for various maintenance and repair services for the Village's central wastewater collection and transmission system ("Services"), on a non-exclusive basis; and

WHEREAS, in response to the RFQ, on [INSERT DATE CONTRACTOR RESPONDED], the Contractor submitted a proposal dated _____, 202__ ("Proposal"), which is attached hereto and incorporated herein by reference, as Exhibit "A," for the Services; and

WHEREAS, the Contractor and Village, through mutual negotiation, have agreed upon a rate schedule for the current year as set forth in attached Exhibit "B" to be updated annually as provided by the Contractor and approved by the Village (the "Rate Schedule") in connection with the Services; and

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

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

1. Scope of Services.

- 1.1.** The Contractor shall furnish the Services and provide deliverables on an as needed basis during the term of this Agreement, as requested by the Village and detailed in a "Statement of Work" (each a "Project") which the Village will provide the Contractor when engaging the Contractor to work on a specific Project.
- 1.2.** Prior to commencement of work on a specific Project, the Contractor will provide the Village with a fixed lump sum cost for the Services set forth in the Statement of Work calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit "B," as updated, if applicable.
- 1.3.** If the Village approves the fixed lump sum cost for the Project (each a "Contract Price"), the Village will provide the Contractor with a Notice to Proceed to perform the Services set forth in the Statement of Work. Contractor acknowledges that it shall not undertake to perform any

Services on any Project until it has received from the Village the Notice to Proceed on such Project.

- 1.4. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.
- 1.5. The Contractor shall abide by the terms and requirements of the RFQ, as though fully set forth herein.
- 1.6. **Non-Exclusive Agreement:** Notwithstanding anything to the contrary, the Village Manager may use any other consultant retained by the Village in connection with providing the Services at any time. Nothing in this Agreement shall be construed to give the Consultant a right to perform Services for any specific Project.

2. **Term/Commencement Date.**

- 2.1. This Agreement shall become effective upon the Effective Date and shall remain in effect for five (5) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for one (1) additional five (5) year period on the same terms as set forth herein upon written notice to the Contractor.
- 2.2. Contractor agrees that time is of the essence for each Project and Contractor shall complete the Services within the timeframes set forth in the Statement of Work and the Notice to Proceed for each Project in the manner provided in this Agreement, unless extended by the Village Manager.
- 2.3. Village and Contractor recognize that time is of the essence with respect to the completion of each Project and Village would suffer financial loss if the Services for each Project are not completed within the time specified in the timetable for completion set forth in the Statement of Work as mentioned above, subject to adjustments of such timetable as approved by the Village as provided in the RFQ and Proposal. Village and Contractor also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by Village if each Project is not completed on time. Accordingly, in lieu of requiring any such proof, Village and Contractor agree that, as liquidated damages for delays, or early termination of the Agreement, Contractor shall pay Village, in addition to any other damages and/or remedies to which Village may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price for such Project for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the Contractor fails to reach final completion in accordance with the Statement of Work or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date for such Project. For each calendar day after the first fifteen days following the final completion date for such Project provided in the timetable where the Contractor fails to reach final completion as stated in the Statement of Work, the Village shall be entitled to the dollar amount equal to one percent (0.1%) per day of total Contract Price

until the Contractor achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date for such Project, the Village shall be entitled to the dollar amount equal to one percent (0.1%) per day of total Contract Price, for such Project. Contractor further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the Village due to delay or early termination, the Contractor acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of each Statement of Work.

3. Compensation and Payment.

- 3.1.** Compensation for Services provided by Contractor for each Project shall be in accordance with the approved fixed lump sum set forth in the Statement of Work or the Notice to Proceed for such Project, which shall be based on the Rate Schedule attached hereto as Exhibit "B," as updated annually as provided by the Contractor and approved by the Village.
- 3.2.** During the course of each Project, Contractor shall deliver an invoice to Village no more than once per month detailing Services completed since the date of the previous invoice period or the commencement of such Project and the amount due to Contractor under the Statement of Work for such Project. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for such Project. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.
- 3.3.** Contractor's invoices must contain the following information for prompt payment:
 - 3.3.1. Name and address of the Contractor;
 - 3.3.2. Purchase Order number;
 - 3.3.3. Date of invoice;
 - 3.3.4. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
 - 3.3.5. Name and type of Services;
 - 3.3.6. Timeframe covered by the invoice; and
 - 3.3.7. 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 ap@islamorada.fl.us.

4. Subcontractors.

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

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

5. Village's Responsibilities.

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

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

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of any Project pursuant to this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform the Scope of Work, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

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

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

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

8. Termination.

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

- 8.2.** Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on any Project unless directed otherwise by the Village Manager.
- 8.3.** In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4.** The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.
- 9. Performance Bonds.** Performance Bonds shall be required for all Projects with a value of \$200,000.00 and higher.

10. Insurance.

10.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

10.1.3. 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.

10.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

10.1.5. Pollution Liability Insurance in an amount of \$1,000,000 per claim and in the aggregate Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

10.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

10.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall

apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

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

12. Attorneys Fees and Waiver of Jury Trial.

12.1. 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.

12.2. 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.

13. Indemnification.

13.1. Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

13.2. 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.

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

14. Notices/Authorized Representatives. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been

changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Village designate the following as the respective places for giving of notice:

Village: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Contractor: [insert]

15. 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 Monroe County, Florida.

16. Entire Agreement/Modification/Amendment.

16.1. 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.

16.2. 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.

17. Ownership and Access to Records and Audits.

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

17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida

Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

- 17.3.** Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 17.4.** 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.
- 17.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 17.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 17.7.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 17.8.** Public Records. Village is a public agency subject to Chapter 119, Florida Statutes. To the extent that Village is acting on behalf of Village pursuant to Section 119.0701, Florida Statutes, Village shall:
 - 17.8.1.** Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by Village were Village performing the services under this Agreement;
 - 17.8.2.** Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 17.8.3.** Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 17.8.4.** Meet all requirements for retaining public records and transfer to Village, at no cost, all public records in possession of the Village upon termination of this Agreement and

destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Village.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

- 18. Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.
- 19. 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.
- 20. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 21. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 22. 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.
- 23. 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.
- 24. Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor,

any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

26. 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.

27. 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.

28. Scrutinized Companies. .

28.1. Contractor certifies that it and its sub-consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor or its sub-consultants are found to have submitted a false certification; or if Contractor, or its sub-consultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

28.2. If this Agreement is for more than one million dollars, Contractor certifies that it and its sub-consultants 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 this Agreement at its sole option if Contractor , its affiliates, or its sub-consultants are found to have submitted a false certification; or if Contractor, its affiliates, or its sub-consultants 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.

28.3. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

28.4. 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.

29. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e->

[verify](#). By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

30. CONTACT PROVISION AND REQUIRED FORM FOR SUBMITTAL WITH PROPOSALS

Any contracts awarded under this agreement may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this agreement.

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this agreement. The three documents noted as requiring signature and submittal with proposal shall be included.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
13. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal*

Additional Contract Terms – Combined into one document - *Requires signature and submittal with proposal*

ACCESS TO RECORDS
CHANGES/MODIFICATIONS
NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS
COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS
NOT OBLIGATION BY THE FEDERAL GOVERNMENT
PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to

remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- 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 contractor 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. Contractors 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, contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 contractor 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.

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

(3) The contractor 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 contractor's legal duty to furnish information.

(4) The contractor 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor 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.

(6) The contractor 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.

(7) In the event of the contractor'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 contractor 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor 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 contractor 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. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor 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 contractor 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 contractor 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 contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.."

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor 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 paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Islamorada, Village of Islands 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor 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.
2. The contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

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

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
 - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

12. SUSPENSION AND DEBARMENT

(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 contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or 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).

(2) The contractor must 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 into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor 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 Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or 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 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

Form of Agreement

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFQ.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor 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.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor 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 project scope.

- C. Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

- D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

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

ISLAMORADA, VILLAGE OF ISLANDS

CONTRACTOR

By: _____
Ted Yates
Village Manager

Attest:

By: _____
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency:

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

By: _____

Name: _____

Title: _____

Entity: _____

Witness: _____

Name: [Print]

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:

Signed, sealed and delivered by:

Witness #1 Print Name:

Print Name:

Witness #2 Print Name:

Title:

Entity Name:

ACKNOWLEDGMENT

State of Florida

County of _____

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

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**EXHIBIT “A”
SCOPE OF SERVICES**

The Scope of Services are those contained in the RFQ dated [INSERT DATE OF RFQ] and Contractor’s Proposal dated [INSERT DATE OF CONTRACTOR’S RESPONSE], attached hereto and incorporated herein by reference.

[ATTACH CONTRACTOR’S RESPONSE TO RFQ]

Form of Agreement

**EXHIBIT “B”
RATE SCHEDULE**

The Rate Schedule for Services performed pursuant to this Agreement are as follows:

[INSERT RATE SCHEDULE]

Form of Agreement

**NON-EXCLUSIVE
CONTINUING SERVICES AGREEMENT
WITH SEPARATE STATEMENTS OF WORK
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
PAGE EXCAVATING, INC.**

THIS AGREEMENT (this "Agreement") is made effective as of the ____ day of August, 2023 (the "Effective Date"), by and between the **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village"), and **PAGE EXCAVATING, INC.**, a Florida corporation (the "Contractor").

WHEREAS, on June 29, 2023, the Village issued Request for Qualifications No. 23-10 ("RFQ") for various maintenance and repair services for the Village's central wastewater collection and transmission system ("Services"), on a non-exclusive basis; and

WHEREAS, in response to the RFQ, on July 21, 2023 the Contractor submitted a proposal dated July 29, 2023 ("Proposal"), which is attached hereto and incorporated herein by reference, as Exhibit "A," for the Services; and

WHEREAS, the Contractor and Village, through mutual negotiation, have agreed upon a rate schedule for the current year as set forth in attached Exhibit "B" to be updated annually as provided by the Contractor and approved by the Village (the "Rate Schedule") in connection with the Services; and

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

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

1. Scope of Services.

- 1.1.** The Contractor shall furnish the Services and provide deliverables on an as needed basis during the term of this Agreement, as requested by the Village and detailed in a "Statement of Work" (each a "Project") which the Village will provide the Contractor when engaging the Contractor to work on a specific Project.
- 1.2.** Prior to commencement of work on a specific Project, the Contractor will provide the Village with a fixed lump sum cost for the Services set forth in the Statement of Work calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit "B," as updated, if applicable.
- 1.3.** If the Village approves the fixed lump sum cost for the Project (each a "Contract Price"), the Village will provide the Contractor with a Notice to Proceed to perform the Services set forth in the Statement of Work. Contractor acknowledges that it shall not undertake to perform any

Services on any Project until it has received from the Village the Notice to Proceed on such Project.

- 1.4. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.
- 1.5. The Contractor shall abide by the terms and requirements of the RFQ, as though fully set forth herein.
- 1.6. **Non-Exclusive Agreement:** Notwithstanding anything to the contrary, the Village Manager may use any other consultant retained by the Village in connection with providing the Services at any time. Nothing in this Agreement shall be construed to give the Consultant a right to perform Services for any specific Project.

2. **Term/Commencement Date.**

- 2.1. This Agreement shall become effective upon the Effective Date and shall remain in effect for five (5) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for up to five (5) additional one (1) year period on the same terms as set forth herein upon written notice to the Contractor.
- 2.2. Contractor agrees that time is of the essence for each Project and Contractor shall complete the Services within the timeframes set forth in the Statement of Work and the Notice to Proceed for each Project in the manner provided in this Agreement, unless extended by the Village Manager.
- 2.3. Village and Contractor recognize that time is of the essence with respect to the completion of each Project and Village would suffer financial loss if the Services for each Project are not completed within the time specified in the timetable for completion set forth in the Statement of Work as mentioned above, subject to adjustments of such timetable as approved by the Village as provided in the RFQ and Proposal. Village and Contractor also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by Village if each Project is not completed on time. Accordingly, in lieu of requiring any such proof, Village and Contractor agree that, as liquidated damages for delays, or early termination of the Agreement, Contractor shall pay Village, in addition to any other damages and/or remedies to which Village may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price for such Project for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the Contractor fails to reach final completion in accordance with the Statement of Work or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date for such Project. For each calendar day after the first fifteen days following the final completion date for such Project provided in the timetable where the Contractor fails to reach final completion as stated in the Statement of Work, the Village shall

be entitled to the dollar amount equal to one percent (0.1%) per day of total Contract Price until the Contractor achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date for such Project, the Village shall be entitled to the dollar amount equal to one percent (0.1%) per day of total Contract Price, for such Project. Contractor further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the Village due to delay or early termination, the Contractor acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of each Statement of Work.

3. Compensation and Payment.

- 3.1.** Compensation for Services provided by Contractor for each Project shall be in accordance with the approved fixed lump sum set forth in the Statement of Work or the Notice to Proceed for such Project, which shall be based on the Rate Schedule attached hereto as Exhibit "B," as updated annually as provided by the Contractor and approved by the Village.
- 3.2.** During the course of each Project, Contractor shall deliver an invoice to Village no more than once per month detailing Services completed since the date of the previous invoice period or the commencement of such Project and the amount due to Contractor under the Statement of Work for such Project. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for such Project. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.
- 3.3.** Contractor's invoices must contain the following information for prompt payment:
 - 3.3.1. Name and address of the Contractor;
 - 3.3.2. Purchase Order number;
 - 3.3.3. Date of invoice;
 - 3.3.4. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
 - 3.3.5. Name and type of Services;
 - 3.3.6. Timeframe covered by the invoice; and
 - 3.3.7. 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 ap@islamorada.fl.us.

4. Subcontractors.

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

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

5. Village's Responsibilities.

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

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

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of any Project pursuant to this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform the Scope of Work, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

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

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

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

8. Termination.

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

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

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

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Performance Bonds. Performance Bonds shall be required for all Projects with a value of \$200,000.00 and higher.

10. Insurance.

10.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

10.1.3. 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.

10.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

10.1.5. Pollution Liability Insurance in an amount of \$1,000,000 per claim and in the aggregate Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

10.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

10.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall

apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

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

12. Attorneys Fees and Waiver of Jury Trial.

12.1. 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.

12.2. 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.

13. Indemnification.

Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

13.1. 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.

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

14. Notices/Authorized Representatives. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been

changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Village designate the following as the respective places for giving of notice:

Village: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Contractor: Page Excavating, Inc.
Mark Scott Page, President
88005 Overseas Highway
Islamorada, Florida 33036

15. 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 Monroe County, Florida.

16. Entire Agreement/Modification/Amendment.

16.1. 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.

16.2. 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.

17. Ownership and Access to Records and Audits.

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

17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or

her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

- 17.3.** Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 17.4.** 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.
- 17.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 17.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 17.7.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 17.8.** Public Records. Village is a public agency subject to Chapter 119, Florida Statutes. To the extent that Village is acting on behalf of Village pursuant to Section 119.0701, Florida Statutes, Village shall:
 - 17.8.1.** Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by Village were Village performing the services under this Agreement;
 - 17.8.2.** Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 17.8.3.** Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

17.8.4. Meet all requirements for retaining public records and transfer to Village, at no cost, all public records in possession of the Village upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Village.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

- 18. Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.
- 19. 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.
- 20. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 21. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 22. 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.
- 23. 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.
- 24. Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to

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

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

26. 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.

27. 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.

28. Scrutinized Companies. .

28.1. Contractor certifies that it and its sub-consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor or its sub-consultants are found to have submitted a false certification; or if Contractor, or its sub-consultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

28.2. If this Agreement is for more than one million dollars, Contractor certifies that it and its sub-consultants 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 this Agreement at its sole option if Contractor, its affiliates, or its sub-consultants are found to have submitted a false certification; or if Contractor, its affiliates, or its sub-consultants 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.

28.3. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

28.4. 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.

29. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to

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

30. CONTACT PROVISION AND REQUIRED FORM FOR SUBMITTAL WITH PROPOSALS

Any contracts awarded under this agreement may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this agreement.

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this agreement. The three documents noted as requiring signature and submittal with proposal shall be included.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
13. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal*

Additional Contract Terms – Combined into one document - *Requires signature and submittal with proposal*

ACCESS TO RECORDS CHANGES/MODIFICATIONS

NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS NOT OBLIGATION BY THE FEDERAL GOVERNMENT

PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- 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 contractor 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. Contractors 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, contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 contractor 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.

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

(3) The contractor 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 contractor's legal duty to furnish information.

(4) The contractor 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor 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.

(6) The contractor 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.

(7) In the event of the contractor'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 contractor 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor 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 contractor 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. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

a. Contractor. The contractor 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 contractor 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 contractor 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 contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract

work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor 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 paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Islamorada, Village of Islands 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate

Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

1. The contractor 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.

2. The contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

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

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
 - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

12. SUSPENSION AND DEBARMENT

(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 contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or 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).

(2) The contractor must 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 into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor 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 Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or 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 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Certifying Official

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFQ.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor 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.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor 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 project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

- E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[Signature Page To Follow]

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

ISLAMORADA, VILLAGE OF ISLANDS

CONTRACTOR

By: _____

Bryan Cook
Interim Village Manager

Attest:

By: _____

Marne McGrath
Village Clerk

Approved as to form and legal sufficiency:

By: _____

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

By: _____

Name: _____

Title: _____

Entity: _____

Witness: _____

Name: [Print] _____

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:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

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

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

EXHIBIT "A"
SCOPE OF SERVICES

The Scope of Services are those contained in the RFQ 23-10 dated June 29, 2023 and Contractor's Proposal dated July 28, 2023, attached hereto and incorporated herein by reference.

**EXHIBIT “B”
RATE SCHEDULE**

The Rate Schedule for Services performed pursuant to this Agreement are as follows:

Proposal of Page Excavating, Inc.
to provide Professional Contractor Repair and Maintenance Services for
the Wastewater System of the Village of Islamorada pursuant to RFQ 23-10

Page Excavating, Inc.
88005 Overseas Highway
10-237, Islamorada, Florida 33036
305-481-4898
page_excavating@yahoo.com

Date: July 28, 2023

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Re: RFQ 23-10 Proposal of Page Excavating, Inc

Please find attached my company's proposal for RFQ 23-10. This proposal is structured in accordance with the Eligibility Criteria set forth in Section XI of the RFQ.

For 37 years, Mark Page, the President of Page Excavating, Inc. has operated locally throughout the Florida Keys, performing both plumbing and professional excavation services. As a highly reputable underground utility and machine operating construction firm, Page Excavating, Inc. provides professional contractor services for wastewater systems.

A careful review of the twenty-one service items listed in both the Large Scale Services and the Small Scale Services set out in Section VIII of the RFQ indicates that Page Excavating, Inc., can competently and professionally perform that work. Page Excavating, Inc., has both the manpower and equipment to do so and it has previously completed similar projects for the Village relating to the work listed in those service items.

Mark Page owns a lot at 89100 Overseas Highway, Tavernier 33070, upon which heavy equipment and vehicles can be stored to readily respond to any required wastewater repair emergency services.

Page Excavating, Inc., can qualify for performance bonds in the amount of \$200,000.00 or higher as may be required by various projects set forth in the scope of work as set forth in the RFQ.

I anticipate that this Proposal will satisfy the requirement of RFQ 23-10, and I look forward to continuing to service the wastewater needs of the Villages of Islamorada.

Mark Scott Page


President, Page Excavating, Inc.

Company Overview

As later indicated by the attached history from the Florida Secretary of State Page Excavating, Inc. is an active Florida Corporation. It's President, Mark Scott Page, moved to the Florida Keys at an early age and started his own Bobcat Company in 1997. That Company evolved into Page Excavating, Inc. which has been continuously serving the Florida Keys since 2009.

Page Excavating, Inc., is equipped to provide professional services in support of in-house collection and transmission system operations throughout Islamorada, Village of Islands. Page Excavating, Inc. offers maintenance, waste-water repair services, and as-needed ongoing maintenance of grinder pumps to enhance the flow of the underground utility system. Page Excavating, Inc. is aware that this proposal involves both large and small-scale projects, including standard and emergency call out requests, throughout Islamorada, Village of Islands.

As later indicated by the attached documentation from Florida DPR, Page Excavating, Inc. holds all necessary licenses from the State of Florida to perform the entire scope of services listed in RFQ 23-10, as it is Registered and Certified as a Plumbing Contractor.

Page Excavating, Inc. maintains a competent and skilled staff of ten skilled personnel capable of performing any of the listed scope of services in the RFQ. The names of the staff and their credentials who have performed and are available to provide future wastewater services pursuant to the RFQ are:

Overview of Page Excavating Inc.

I. Professional Excavation and Machinery Operation team is comprised of 10 skilled workforce, proficient in the below listed areas:

Mark Page – President

- Registered Plumbing Contractor – Current, Active through 8/31/2025
- Certified Plumbing Contractor – Current, Active through 08/31/2024
- Equipment Operator
- Electrofusion Expert
- Butt Fusion and Concrete Restoration Expert

Ted Jorgenson – Foreman

- Equipment Operator
- Plumber,
- Electrofusion and Butt Fusion Specialist

Corey Tolli – Supervisor

- Equipment Operator
- Plumber
- Electrofusion Specialist

Shane Hamilton

- Equipment Operator
- Laborer
- Electrofusion and Butt Fusion Specialist

Roman Nazarkevych

- Equipment Operator
- Plumber
- Concrete Restoration Specialist

Roy Fabel

- Equipment Operator
- Plumber
- Electrofusion Specialist

Nick Sachs

- Equipment Operator
- Plumber
- Electrofusion Specialist

Demis Martinez

- Equipment Operator
- Plumber
- Concrete Restoration Specialist

German Rivera

- Equipment Operator
- Laborer

Enrique Acosta

- Plumber
- Laborer

II. List of Company's Fleet, Vehicles, and Equipment necessary to complete projects:

- (3) 304 Caterpillar Excavators
- (2) 305 Caterpillar Excavators
- (2) 239 Caterpillar Skid Steers
- (1) 249 Caterpillar Skid Steers
- (1) 306 Caterpillar Excavator
- (1) 301.7 Caterpillar Excavator
- (1) 301.8 Caterpillar Excavator
- (1) 302 Caterpillar Excavator
- (2) ASV Skid Steers
- (1) 1250 Vermeer Trencher
- (1) Pipe Jetter
- (1) Rigid Pipe Camera
- (3) Electro Fusing Machines
- (1) 1" to 4" Butt Fusing Machines
- (1) 3" to 8" Butt Fusing Machines
- (2) Dump Trailers
- (1) Caterpillar Roller

It should be noted that Page Excavating, Inc., has an equipment lot and office located at 89100 Overseas Highway, in Tavernier, which allows necessary heavy equipment and fleet vehicles to be positioned for quick access for emergency or special on demand repairs.

Project Management Experience / Project Examples:

- a) Page Excavating, Inc. a Florida Corporation has been doing business as a Registered and Licensed Certified Plumbing Contractor in the Florida Keys since 2009. As set forth elsewhere, the company, it's President and it's staff are highly experienced and competent in performing the entire scope of services set forth in RFQ 23-10, as the company has performed similar work for Islamorada, Village of Islands for the last twelve years. The vast majority of the skilled staff reside in the Florida Keys where they are readily available to perform required service or repairs. The company owns and maintains the necessary heavy equipment and operators and fleet vehicles to perform the specified scope of services at an equipment lot and office located on 89100 Overseas Highway in Islamorada.

- b) Provided on the next page is a list of various projects throughout Islamorada, Village of Islands and the Florida Keys, which relates the qualifications and experience of Page Excavating, Inc.'s professional engagements. The list also provides a thorough overview of the type of services that are tailored to underground utility and restoration projects.

III. Project management experience.

Below is a non-exhaustive list of various projects throughout the Village of Islands and the Keys, which describes the qualifications and experience of Page Excavating Inc.'s professional career. Also, the list will give a thorough overview of the type of services that are tailored to underground utility and restoration projects.

Tavernier Creek Marina

- Demolition of Sewage Treatment Plant
- Construction Treatment Plant
- Installation of Lift Station

Creekside Inn

- Installation of Vacuum Pit

Turek Building

- Installation of Vacuum Pit

BB&T Bank

- Directly Drill under US1 and Tie into Force Main

Coral Shores Coin Laundry

- Installation of Dual Buffer Tank

Coral Shores High School

- Wet Tap Force Main on Old Highway

Woods Corner

- Installation of Dual Buffer Tank and Diverter

Jerry Drowney

- Waterline Directional Drill, 6-inch waterline along US1 for use at Plantation Key Elementary School and Jerry Drowney residence
- Job was permitted by FKA, A,

Southeast Marine

- Water supply
- 8-inch directional drill from Seminole Boulevard to Southeast Marine Building on US1
- Installation of 4-inch RPDA for fire
- Job was permitted by FKA, A

Founders Park

- Installation of Duplex Lift Station at soccer field, bore pipe to road and tied in,
- Rehabilitation of Lift Station at tennis courts,
- Installation of Lift Station at new marina building, and bore in force main,

- Installation of duplex lift station at beach,
- Rehabilitation of lift station at US1 restrooms,
- Demolition Sewage Treatment Plant.

Islamorada Mini Storage

- Directionally drill 8-inch pipe under US1,
- Supplied all services leading up to storage supply fire hydrant,
- 6-inch RPDA job permitted by FKAA.

Coconut Cove Resort

- Installation of Duplex Lift Station,
- Executed all plumbing services.

Chesapeake Beach Resort

- Demolition of Sewage Treatment Plant.

Ocean Gardens

- Supply, Fire Hydrant Job,
- Job was Permitted by FKAA.

Seafoam Coin Laundry

- Installation of Gravity Sewer to Vacuum Pit,
- Demolition of Sewage Treatment Plant.

Lorelei Restaurant

- Installation of grease traps,
- Installation of Dual Buffer Tank.

Islamorada Fire House

- Installation of Gravity Sewer,
- Repair pavement and Concrete.

Cheeca Lodge & Spa

- Installation of Stormwater Management system.

Amara Cay Resort

- Installation of Parking Lot Stormwater Management.

Papa Joe's Waterfront

- Installation of complete infrastructure, including 6-inch watermain directionally drilled for FKAA.

Safari Lounge

- Installation of Grease Traps,
- Installation of Duplex Lift Station,
- Installation of Stormwater management.

Pines and Palms Motel

- Installation of Duplex Lift Station,
- Tie in force Main to Old Highway.

Plantation Key Colony

- Replacement of all Non Air-Vac Vacuum Pits, under Layne Company Management.

Contractor References

Island Villa Construction

7/20/2023 Installed water, sewer and drainage at Papa Joe's restaurant located at
79801 Overseas Hwy Islamorada FL 33036
Teak Esslinger Owner
81681 Overseas Highway Islamorada, FL 33037
305-481-7215
teak@islandvilla.com

C&E Construction

7/3/2023 Install all drainage and drainage structures install new sewer force main at
76180 Islamorada FL 33036
Chuck Schafstall Owner
203 Harborview Dr. Tavernier FL 33070
305-522-9309
ceconst@bellsouth.net

FCAA

7/20/2023 directional drill, 6 inch Watermain tie in at right way and restore D O T right of
away at Papa Joe's Restaurant 79801 Overseas Hwy Islamorada FL 33036
Marnie Walterson Manager
1100 Kennedy Dr Key West FL 33040
305-295-2154
Mwalterson@fcaa.com

Islamorada Village of Islands

11/08/2021 to Present Remove and replace HDPE check valves with stainless valves
refuse pipe, and restore area approximately 320 ck valves replaced do far at various
addresses
Andrew Engelmeyer
305-481-0543
Andrew.Engelmeyer@islamorada.FI.gov

Name: Entrust Builders

7/27/2020 supply and install 3 inch force main and 4" vacuum main at bonefish storage
building
12575 Overseas Highway, Marathon, FL 33050
Owner Blaine Lousbery
Address: 95175 Overseas Hwy Key Largo FL 33037
Ph: 305-710-9911
Email: blain@fl.contractor.net

Songer Construction

7/28/2021 install e one duplex, grinder lift station with valve box and install force main
and tie in at Safari Lounge
David Songer Owner
101801 overseas Highway, Key Largo, FL 33070
305-394-3660
songerconstruct9@aol.com

IV. Contractor References:

Name: C&E Construction – Owner Chuck Schafstall
Address: 203 Harborview Dr., Tavernier, LF 33070
Ph: 305-522-9309
Email: ceconst@bellsouth.net

Name: Construction Company – Owner Curry Dixon
Address: 91700 Overseas Highway suites 2 & Tavernier, FL 33070 John Dixon owner
Ph: 305-394-0414
Email: currydixonconstruction@yahoo.com

Name: Entrust Builders – Owner Blaine Lousbery
Address: 95175 Overseas Hwy Key Largo FL 33037
Ph: 305-710-9911
Email: blain@fl.contractor.net

Name: CBT Construction – Owner Chris Trentint
Address: 87889 Overseas Highway, Islamorada, FL 33036
Ph: 305-481-5857
Email: admin@cbtconstruct.com

Name: AEC Construction – Owner Shiv Shahi
Address: 11360 US 1 Palm Beach Gardens, LF 33403 Shiv Shahi owner
Ph: 561-889-6621
Email: shiv@aecbuild.com

Name: Bavview Development – Owner Jim Saunders
Address: 89240 Overseas Highway suite 6 Tavernier FL 33070
Ph: 305-240-0957
Email: Saunders@bayviewdev.com

Name: Key Largo Wastewater Treatment District – Mike Dempsey Manager
Address: 103355 Overseas Highway, Key Largo, FL 33037
Ph: 305-522-6771
Email: mike.dempsey@klwtd.com

Name: FKAA – Marnie Walterson Manager
Address: 1100 Kennedy Dr Key West FL 33040
Ph: 305-295-2154
Email: Mwalterson@fkaa.com

ATTACHMENT A Cost for Services

Instructions:

Indicate the cost for each of the services you are interested in performing. Contractors can bid on all or some of the work.

Large Scale Fixed Price with Economic Price Adjustments (CPI) for 3-5 years

Prices should include all labor, equipment and incidental supplies and materials for installation, repairs and restoration needed. Materials supplied by Islamorada Wastewater will consist of permanently installed infrastructure, such as: pipes, valves, repair couplers, vacuum pits, grinder pumps and basins, etc.

Examples of such services may include:

1. Emergency repairs or replacement of the damaged Conveyance Force Main (CFM) for identified piping types, diameters and depths as identified below:

- a. Emergency call out including mobilization and demobilization:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 1 LS	\$ <u>1800.00</u>	\$ <u>2500.00</u>	\$ <u>2800.00</u>

- b. HDPE, DR13.5 CFM pipe diameters:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 8-inch	\$ <u>75</u> /lf	\$ <u>80</u> /lf	\$ <u>85</u> /lf
ii. 10-inch	\$ <u>85</u> /lf	\$ <u>90</u> /lf	\$ <u>95</u> /lf
iii. 12-inch	\$ <u>95</u> /lf	\$ <u>100</u> /lf	\$ <u>105</u> /lf
iv. 14-inch	\$ <u>100</u> /lf	\$ <u>105</u> /lf	\$ <u>110</u> /lf
v. 16-inch	\$ <u>105</u> /lf	\$ <u>110</u> /lf	\$ <u>115</u> /lf
vi. 18-inch	\$ <u>110</u> /lf	\$ <u>115</u> /lf	\$ <u>120</u> /lf

- c. PVC, DR25 CFM pipe diameters:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 8-inch	\$ <u>75</u> /lf	\$ <u>80</u> /lf	\$ <u>85</u> /lf
ii. 10-inch	\$ <u>85</u> /lf	\$ <u>90</u> /lf	\$ <u>95</u> /lf
iii. 12-inch	\$ <u>95</u> /lf	\$ <u>100</u> /lf	\$ <u>105</u> /lf
iv. 16-inch	\$ <u>105</u> /lf	\$ <u>110</u> /lf	\$ <u>115</u> /lf
v. 18-inch	\$ <u>110</u> /lf	\$ <u>115</u> /lf	\$ <u>120</u> /lf

2. Installation of new service connections and extensions on the CFM; including electrofusion (HDPE) or hot taps (PVC) for various pipe types, diameters and depths as identified below:

- a. Standard call out including mobilization and demobilization:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 1 LS	\$ <u>750.00</u>	\$ <u>1000.00</u>	\$ <u>1250.00</u>

- b. HDPE, DR13.5 CFM pipe diameters:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 8-inch	\$ <u>75</u> /lf	\$ <u>80</u> /lf	\$ <u>85</u> /lf
ii. 10-inch	\$ <u>85</u> /lf	\$ <u>90</u> /lf	\$ <u>95</u> /lf
iii. 12-inch	\$ <u>95</u> /lf	\$ <u>100</u> /lf	\$ <u>105</u> /lf
iv. 14-inch	\$ <u>100</u> /lf	\$ <u>105</u> /lf	\$ <u>110</u> /lf
v. 16-inch	\$ <u>105</u> /lf	\$ <u>110</u> /lf	\$ <u>115</u> /lf
vi. 18-inch	\$ <u>110</u> /lf	\$ <u>115</u> /lf	\$ <u>120</u> /lf

- c. PVC, DR25 CFM pipe diameters:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 8-inch	\$ <u>75</u> /lf	\$ <u>80</u> /lf	\$ <u>85</u> /lf
ii. 10-inch	\$ <u>85</u> /lf	\$ <u>90</u> /lf	\$ <u>95</u> /lf
iii. 12-inch	\$ <u>95</u> /lf	\$ <u>100</u> /lf	\$ <u>105</u> /lf
iv. 16-inch	\$ <u>105</u> /lf	\$ <u>110</u> /lf	\$ <u>115</u> /lf
v. 18-inch	\$ <u>110</u> /lf	\$ <u>115</u> /lf	\$ <u>120</u> /lf

3. Emergency repairs of existing vacuum mains in the Village collection system at various construction depths and vacuum main diameters as identified below:

- a. Emergency call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1 LS	\$ <u>1600.00</u>	\$ <u>2000.00</u>	\$ <u>2400.00</u>

- b. Vacuum Main SDR 21 PVC pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 4-inch	\$ <u>50</u> /lf	\$ <u>55</u> /lf	\$ <u>60</u> /lf
ii. 6-inch	\$ <u>55</u> /lf	\$ <u>60</u> /lf	\$ <u>65</u> /lf
iii. 8-inch	\$ <u>75</u> /lf	\$ <u>80</u> /lf	\$ <u>85</u> /lf
iv. 10-inch	\$ <u>85</u> /lf	\$ <u>90</u> /lf	\$ <u>95</u> /lf
v. 12-inch	\$ <u>95</u> /lf	\$ <u>100</u> /lf	\$ <u>105</u> /lf

4. Installation of vacuum main extensions and new service connections as deemed necessary by the engineering staff for vacuum main diameters at various construction depths as identified below:

a. Standard call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1 LS	\$ <u>650.00</u>	\$ <u>900.00</u>	\$ <u>1050.00</u>

b. Vacuum Main SDR 21 PVC pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 4-inch	\$ <u>50</u> /lf	\$ <u>55</u> /lf	\$ <u>60</u> /lf
ii. 6-inch	\$ <u>55</u> /lf	\$ <u>60</u> /lf	\$ <u>65</u> /lf
iii. 8-inch	\$ <u>75</u> /lf	\$ <u>80</u> /lf	\$ <u>85</u> /lf
iv. 10-inch	\$ <u>85</u> /lf	\$ <u>90</u> /lf	\$ <u>95</u> /lf
v. 12-inch	\$ <u>95</u> /lf	\$ <u>100</u> /lf	\$ <u>105</u> /lf

5. Emergency repairs or replacement of damaged HDPE low pressure force main (LPFM) for diameters and various construction depths as identified below:

a. Emergency call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
1 LS	\$ <u>1600.00</u>	\$ <u>2000.00</u>	\$ <u>2400.00</u>

b. LPFM pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1-1/4-inch	\$ <u>20</u> /lf	\$ <u>25</u> /lf	\$ <u>30</u> /lf
ii. 1-1/2-inch	\$ <u>25</u> /lf	\$ <u>30</u> /lf	\$ <u>35</u> /lf
iii. 2-inch	\$ <u>30</u> /lf	\$ <u>35</u> /lf	\$ <u>40</u> /lf
iv. 3-inch	\$ <u>40</u> /lf	\$ <u>45</u> /lf	\$ <u>50</u> /lf
v. 4-inch	\$ <u>50</u> /lf	\$ <u>55</u> /lf	\$ <u>60</u> /lf

6. Installation of new HDPE low pressure force main (LPFM) for diameters and various construction depths by means of open trench as identified below:

a. Standard call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
1 LS	\$ <u>650.00</u>	\$ <u>900.00</u>	\$ <u>1050.00</u>

b. LPFM pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1-1/4-inch	\$ <u>20</u> /lf	\$ <u>25</u> /lf	\$ <u>30</u> /lf
ii. 1-1/2-inch	\$ <u>25</u> /lf	\$ <u>30</u> /lf	\$ <u>35</u> /lf
iii. 2-inch	\$ <u>30</u> /lf	\$ <u>35</u> /lf	\$ <u>40</u> /lf
iv. 3-inch	\$ <u>40</u> /lf	\$ <u>45</u> /lf	\$ <u>50</u> /lf
v. 4-inch	\$ <u>50</u> /lf	\$ <u>55</u> /lf	\$ <u>60</u> /lf

7. Installation of new HDPE low pressure force main (LPFM) for diameters and various construction depths by mean of directional bore as identified below:

a. Standard call out including mobilization and demobilization:

Depth below ground	0-6 feet	6-10 feet	10+ feet
1 LS	\$ <u>800.00</u>	\$ <u>1050.00</u>	\$ <u>1200.00</u>

b. LPFM pipe diameters:

Depth below ground	0-6 feet	6-10 feet	10+ feet
i. 1-1/4-inch	\$ <u>25</u> /lf	\$ <u>30</u> /lf	\$ <u>35</u> /lf
ii. 1-1/2-inch	\$ <u>30</u> /lf	\$ <u>35</u> /lf	\$ <u>40</u> /lf
iii. 2-inch	\$ <u>30</u> /lf	\$ <u>35</u> /lf	\$ <u>40</u> /lf
iv. 3-inch	\$ <u>40</u> /lf	\$ <u>45</u> /lf	\$ <u>50</u> /lf
v. 4-inch	\$ <u>50</u> /lf	\$ <u>55</u> /lf	\$ <u>60</u> /lf

8. Asphalt repairs required after needed repairs or installation of wastewater items. Must be completed to FDOT specifications required and include striping:

a. Emergency call out for FDOT ROW including mobilization and demobilization:

i. Asphalt Milling	\$ <u>20</u> /sy-in
ii. Mob and Demob	\$ <u>5000</u> LS
iii. FC-12.5	\$ <u>205</u> /tn
iv. FC-9.5	\$ <u>305</u> /tn
v. Limerock Base	\$ <u>150</u> /tn
vi. Thermoplastic Striping	\$ <u>7</u> /lf

b. Standard call out for FDOT ROW including mobilization and demobilization:

i. Asphalt Milling	\$ <u>10</u> /sy-in
ii. Mob and Demob	\$ <u>2000</u> LS
iii. FC-12.5	\$ <u>100</u> /tn
iv. FC-9.5	\$ <u>150</u> /tn
v. Limerock Base	\$ <u>50</u> /tn
vi. Thermoplastic Striping	\$ <u>4</u> /lf

9. Asphalt repairs required after needed repairs or installation of wastewater items. Must be completed to FDOT specifications required and include striping:

- a. Emergency call out for Village ROW including mobilization and demobilization:

i. Asphalt Milling	\$ <u>20</u> /sy-in
ii. Mob and Demob	\$ <u>5000</u> LS
iii. FC-12.5	\$ <u>205</u> /tn
iv. FC-9.5	\$ <u>305</u> /tn
v. Limerock Base	\$ <u>150</u> /tn
vi. Thermoplastic Striping	\$ <u>7</u> Type text here

- b. Standard call out for Village ROW including mobilization and demobilization:

i. Asphalt Milling	\$ <u>10</u> /sy-in
ii. Mob and Demob	\$ <u>2000</u> LS
iii. FC-12.5	\$ <u>100</u> /tn
iv. FC-9.5	\$ <u>150</u> /tn
v. Limerock Base	\$ <u>50</u> /tn
vi. Thermoplastic Striping	\$ <u>4</u> /lf

10. Vacuum pump-out services to include labor and equipment:

- a. Emergency call out including mobilization and demobilization:

Tank Size (gallons)	0-2600	2601-5600	5601+
i. Call Out	\$ <u>600</u>	\$ <u>600</u>	\$ <u>600</u>
Minimum Time	<u>3</u> hr	<u>3</u> hr	<u>3</u> hr
ii. Hourly Services	\$ <u>625</u> /hr	\$ <u>625</u> /hr	\$ <u>625</u> /hr
iii. Special Dump*	\$ <u>400</u> /gal	\$ <u>400</u> /gal	\$ <u>400</u> /gal

- b. Standard call out including mobilization and demobilization:

Tank Size (gallons)	0-2600	2601-5600	5601+
i. Call Out	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
Minimum Time	<u>N/A</u> hr	<u>N/A</u> hr	<u>N/A</u> hr
ii. Hourly Services	\$ <u>200</u> /hr	\$ <u>200</u> /hr	\$ <u>200</u> /hr
iii. Special Dump*	\$ <u>400</u> /gal	\$ <u>400</u> /gal	\$ <u>400</u> /gal

*Special Dump consists of disposal at a location NOT provided by Islamorada wastewater or KLWTD

Small Scale Fixed Price with Economic Price Adjustments (CPI) for 3-5 years

Prices should include all labor, equipment and incidental supplies and materials for installation, repairs and restoration needed. Materials supplied by Islamorada Wastewater will consist of permanently installed infrastructure, such as: pipes, valves, repair couplers, vacuum pits, grinder pumps and basins, etc.

Examples of such services may include:

12. Installation, integrity testing, and connection of vacuum valve pits on the existing vacuum collection system: \$ 11,000 ea
13. Removal of existing vacuum valve pits on the existing vacuum collection system: \$ 800 ea
14. Installation, integrity testing, and connection of a Village Simplex Grinder Pump Station (Wet Well, Pump, Valve Box, and Control Panel) for connection with the Village's low-pressure collection system: \$ 8000 ea
15. Removal of an existing Village-owned simplex grinder pump wet well; assume an 84-inch-deep basin: \$ 1500 ea
16. Removal of an existing Village-owned duplex grinder pump wet well; assume an 84-inch-deep basin: \$ 1800 ea
17. Installation and integrity testing of new isolation valve on the existing low-pressure collection system: \$ 3500 ea
18. Installation and integrity testing of new isolation valve on the existing vacuum collection system: \$ 3500 ea
19. Adjustment of valve cover on existing low-pressure/vacuum system: \$ 400 ea
20. Adjustment of manhole ring and cover on existing vacuum valve pit: \$ 400 ea
21. Replacement of reinforced concrete around existing valve cover on existing low-pressure/vacuum system: \$ 500 ea
22. Replacement of reinforced concrete around existing vacuum valve pit: \$ 800 ea

State and Local Authorization To Transact Business

A copy of the corporate filing record of Page Excavating, Inc., from the Florida Secretary of State as well as the licenses record from the Florida Department of Business Regulation are attached. These records indicate that Page Excavating, Inc is fully licensed to perform the twenty-one various service items listed in the Scope of Services section of RFQ 23-10.

If awarded the Project, Page Excavating, Inc. will provide proof of its ability transact business in Monroe County, which it has been doing for the last 37 years, and proof of its registration as a Contractor with Islamorada, Village of Islands.

2023 / 2024
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2024

Business Name: PAGE EXCAVATING INC

RECEIPT# 30140-71901

Owner Name: MARK PAGE PRES

Business Location: 89100 OVERSEAS HWY
TAVERNIER, FL 33070

Mailing Address:
88005 OVERSEAS HWY #10-237
ISLAMORADA, FL 33036

Business Phone: 3054814898
Business Type: CONTRACTOR (SEPTIC TANK & PLUMBING
CONTRACTING)

Employees 1

COMP CARD: PC 468

STATE LICENSE: RF11067477

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 317-22-00002858 07/27/2023 20.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2024

Business Name: PAGE EXCAVATING INC

RECEIPT# 30140-71901

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20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 317-22-00002858 07/27/2023 20.00

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Department of Business
& Professional Regulation

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CONTACT US

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Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity
List Search

LICENSEE SEARCH OPTIONS

11:51:32 AM 7/25/2023

Data Contained in Search Results is Current As Of 07/25/2023 11:49 AM.

Search Results - 3 Records

Please see our glossary of terms for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Registered Plumbing Contractor	PAGE, MARK SCOTT	Primary	RF11067477 Reg Plumbing	Current, Active 08/31/2025

License Location Address*: 156 PUEBLO ST TAVERNIER, FL 33070

Main Address*: 156 PUEBLO ST TAVERNIER, FL 33070

Certified Plumbing Contractor	PAGE, MARK SCOTT	Primary	CFC1431593 Cert Plumbing	Current, Active 08/31/2024
-------------------------------------	---------------------	---------	--------------------------------	-------------------------------

Main Address*: 156 PUEBLO ST TAVERNIER, FL 33070

Certified Underground Utility and Excavation Contractor	PAGE, MARK SCOTT	Primary	Cert Under	Eligible for Exam
---	---------------------	---------	------------	----------------------

Main Address*: 156 PUEBLO ST TAVERNIER, FL 33070



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
PAGE EXCAVATING, INC.

Filing Information

Document Number	P97000014561
FEI/EIN Number	<u>65-0738739</u>
Date Filed	02/12/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/03/2009
Event Effective Date	11/04/2009

Principal Address

515 N. Flagler Drive
P-300
West Palm Beach, FL 33401

Changed: 05/20/2022

Mailing Address

515 N. Flagler Drive
P-300
West Palm Beach, FL 33401

Changed: 05/20/2022

Registered Agent Name & Address

Rohan, Rory K
515 N Flagler DR
Suite P-300
West Palm Beach, FL 33401

Name Changed: 04/29/2013

Address Changed: 08/30/2016

Officer/Director Detail

Name & Address

Title PD

PAGE, MARK
515 N. Flagler Drive
P-300
West Palm Beach, FL 33401

Annual Reports

Report Year	Filed Date
2022	04/11/2022
2022	05/20/2022
2023	03/15/2023

Document Images

03/15/2023 -- ANNUAL REPORT	View image in PDF format
05/20/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/11/2022 -- ANNUAL REPORT	View image in PDF format
04/29/2021 -- ANNUAL REPORT	View image in PDF format
04/30/2020 -- ANNUAL REPORT	View image in PDF format
04/25/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
03/06/2017 -- ANNUAL REPORT	View image in PDF format
12/08/2016 -- Off/Dir Resignation	View image in PDF format
08/30/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
05/10/2011 -- ANNUAL REPORT	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
11/03/2009 -- Amendment	View image in PDF format
10/15/2009 -- Amendment	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
05/02/2008 -- ANNUAL REPORT	View image in PDF format
05/02/2007 -- ANNUAL REPORT	View image in PDF format
04/20/2006 -- ANNUAL REPORT	View image in PDF format
11/03/2005 -- Off/Dir Resignation	View image in PDF format
06/28/2005 -- Reg. Agent Change	View image in PDF format
06/28/2005 -- Amendment	View image in PDF format
01/05/2005 -- ANNUAL REPORT	View image in PDF format
02/26/2004 -- REINSTATEMENT	View image in PDF format
05/15/2000 -- ANNUAL REPORT	View image in PDF format
12/02/1999 -- REINSTATEMENT	View image in PDF format
02/12/1997 -- Domestic Profit Articles	View image in PDF format

Insurance to be Provided After Award of Contract

If awarded the Contract, within fifteen (15) days, Page Excavating, Inc. will provide Certificates of Insurance in accordance with the specifications set forth in RFQ 23-10, from an Insurance Company licensed to do business in the State of Florida with an Agent within the State upon which service of process can be made.

12. SUSPENSION AND DEBARMENT

- (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 contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or 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).
- (2) The contractor must 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 into.
- (3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor 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 Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or 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 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


Signature of Authorized Certifying Official

MARK Scott Page PRCS
Name and Title of Authorized Certifying Official

7/28/23
Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

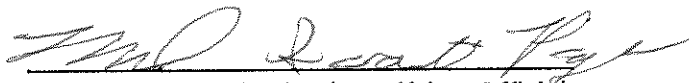
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Authorized Certifying Official

MARK Scott Page PROS
Name and Title of Authorized Certifying Official

7/28/23
Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFQ.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor 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.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

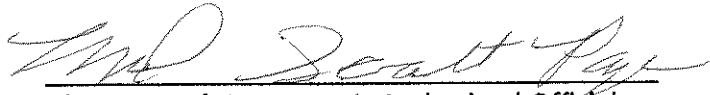
Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

- D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

- E. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.


Signature of Contractor's Authorized Official

MARK SCOTT PAGE PRES
Name and Title of Contractor's Authorized Official

Professional Contractor Services for Wastewater

Under Evaluation

16	687	0	4	0
Planholders	Broadcast to	Supplemental Suppliers	Watchers	Post Bid Viewers

Bid Details

Agency Name	Islamorada, Village of Islands
Bid Writer	Mary Swaney
Bid ID	RFQ-23-10-0-2023/MS
Bid Type	RFQ - Request for Qualifications
Broadcast Date	Jun 29, 2023 9:21am (EDT)
Fiscal Year	2023
Due	Jul 31, 2023 3:00pm (EDT)
Bid Status Text	All inquiries and requests for clarification or interpretation regarding this Request for Qualifications (the "RFQ") shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036 or by email to mary.swaney@islamorada.fl.us no later than July 17, 2023.
Additional Registration (NEW)	NONE

Scope of Work

The purpose of this RFQ is to solicit sealed cost proposals from professional electrical, plumbing, and other contractors to provide the materials and services for various maintenance and repair services for the Village’s central wastewater collection and transmission system (collectively “Projects”) in order to establish long-term Non-Exclusive Continuing Services Agreements (“CSAs”) with three (3) to five (5) qualified contractors to complete the necessary Projects.

Show Less

Documents

Download all documents

Filename	Type	File Type	File Size	Date Modified	Status
RFQ 23-10 Pro...	Bid Document / Specifications	PDF	1.03 MB	Jun 29, 2023	Complete

Distribution Info

Bid Bond	No
Plan (blueprint)	None
eBidding	No

Distributed By	DemandStar
Distribution Method	Download
Distribution Options	Bid has no blueprints associated with it

Publications

[View Legal Ad](#)

Pre-Bid Conference

 No Pre-Bid Conference Available

Statistics

Planholders	There are 16 Planholders for this bid.	
Filtered	No	
Broadcast List	687 Suppliers have been notified	Export
Post-Bid Viewers	There are 0 Post-Bid viewers	
Supplemental Suppliers	0 Supplemental Suppliers	

Commodity Code

- [\[022-913-45\]](#) Construction, Sewer and Storm Drain
- [\[022-913-56\]](#) Construction, Utility and Underground Projects
- [\[022-913-59\]](#) Construction and Upgrades, Wastewater Treatment Plant
- [\[022-913-60\]](#) Construction, Water System, Plants, Main and Service Line
- [\[022-913-62\]](#) Construction, Concrete, Pour-In-Place, Form, Place, Finish
- [\[022-913-81\]](#) Maintenance and Repair, Sewer and Storm Drain, Including Removal
- [\[022-913-89\]](#) Maintenance and Repair, Utility and Underground Projects
- [Show Less](#) 

mary swaney

From: DemandStar <agencyservices@demandstar.com>
Sent: Thursday, June 29, 2023 9:16 AM
To: mary swaney
Subject: DemandStar: Bid - RFQ-23-10-0-2023/MS Submitted for Broadcast

Bid Submitted on DemandStar

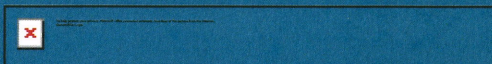
The following bid has been successfully submitted for broadcasting.

Bid Identifier: RFQ-23-10-0-2023/MS
Bid Name: Professional Contractor Services for Wastewater
Due Date: 07/31/2023 3:00 PM Eastern
Broadcast Date: 06/29/2023 9:21 AM Eastern
Bid Writer: Mary Swaney
Bid Submitted by: Mary Swaney

You may update your Bid information up until broadcast.

[You can update your bid details here](#) or by going to the "Bids" tab, until the bid is broadcast, which is currently scheduled for 06/29/2023 9:21 AM Eastern.

Sincerely,
The DemandStar team



Broadcast List through DemandStar

Broadcast 06/29/2023 13:30:12

	Supplier	Contact	State Name	Email	self Declared Attributes
1	Blue Lake Service	Jennifer Buckles	Florida	Jenni@bluelakeservice.com	
2	B&Z Construction	Zach Gaudin	Indiana	AP@BZCONSTRUCTION.NET	Small Business
3	RJ Gorman Contracting LLC	Hampton Jordan	Florida	hJordan@gormancontracting.net	
4	J&H Boiler Services	Jayne Johnston	Georgia	jaymeigh874@outlook.com	
5	Gulf-Atlantic Construction Group Inc.	David Hahn	Florida	djhahn08@gmail.com	
6	Gulf-Atlantic Construction Group Inc.	Hubert Reuter	Florida	hubertreuter@yahoo.com	
7	Kitchen & Bath Specialists	Pamela Molinaro	Florida	Brandy@kbspecialists.com	
8	Samantha Jones General Contractors, Inc.	Samantha Jones	Florida	sammy@sjgckw.com	Small Business, Woman Owned
9	Samantha Jones General Contractors, Inc.	Jenny Moran	Florida	jenny@sjgckw.com	Small Business, Woman Owned
10	rj engineering construction corp	Alvaro Alejos	Florida	RJENGINEERINGFL@GMAIL.COM	
11	Gulfstream Construction	mark passero	Florida	mdp@gulfstreamconstruction.net	
12	Gulfstream Construction	Jamie miller	Florida	jamie@gulfstreamconstruction.net	
13	Gulfstream Construction	dona lookadoo	Florida	dona@gulfstreamconstruction.net	
14	Hose & Hydraulics, Inc.	Jason Bonin	Florida	hoseandhydraulics@gmail.com	
15	Conti LLC	Sam Akrouk	Florida	sakrouk@conticorporation.com	
16	Gary the Carpenter Construction and Roofing	Gary Paul Burchfield	Florida	info@garythecarpenter.com	
17	Millennium Roofing LLC	Alon Oami	Florida	info@mroofers.com	
18	H3 underground inc	Homero Rodriguez	Florida	Homero.rodriguez@h3underground.com	
19	J.C. Stanford & Son Inc.	Keslyn Hart	Florida	Keslyn@jstanford.com	
20	GCG Construction Inc.	Teely Byrd	Florida	tbyrd@gcg-designbuild.com	
21	Innovative Interiors Inc.	Alejandro Garcia	Florida	alejandroGarcia@innovativeinteriorsinc.com	Hispanic Owned, Small Business
22	Innovative Interiors Inc.	Axel Owen	Florida	axel.owen.arch@gmail.com	Hispanic Owned, Small Business
23	Benchmark General Contractors	Brad Nickel	Florida	Bradnickelco@gmail.com	
24	BlueTeam Corp	Rose O'Boyle	Florida	robey@blueteamcorp.com	
25	Benton Georgia, LLC	Corey Cartwright	Georgia	ccartwright@benton-georgia.com	
26	Michels Trenchless, Inc.	Jamie Lang	Wisconsin	mtbids@michels.us	
27	Project Management & Construction Development LLC	Atif Awan	Florida	atifaawan@gmail.com	
28	sonar surveying and mapping	Scott Meyer	Florida	sonarsurvey@gmail.com	
29	Florida Construction and Engineering, Inc	Oscar Rivera	Florida	orivera@fcebld.com	
30	Kiewit Infrastructure South Co	Chantel Mirecki	Florida	chantel.mirecki@kiewit.com	
31	Titan Construction Management LLC (dba Titan Civil Const	Irene Tirikos	Florida	itirikos@titancivilconstruction.com	
32	Titan Construction Management LLC (dba Titan Civil Const	Christopher Stamas	Florida	estimating@titancivilconstruction.com	
33	OLA Construction Group, LLC.	oscar fernandez	Florida	olaconstructiongroup@gmail.com	
34	National SWPPP Services	Jay Zuppardo	California	zz@nationalswppp.com	Small Business
35	Empire Pipe & Supply	Jerome Evans	Florida	jerome.evans@empirepipe.com	
36	Empire Pipe & Supply	Bruce Akers	Florida	bruce.akers@empirepipe.com	
37	Lamar Contractors, LLC	Chase LaCombe	Louisiana	c.lacombe@lamarcontractors.com	
38	AJ Anderson Construction LLC	Alonza Anderson	Florida	ajacllc@gmail.com	
39	AJ Anderson Construction LLC	Reginald Caldwell	Florida	Reginald@nufoodconsultants.com	
40	Free Agent Marine	Michael Cardona	Florida	mike@freeagentmarine.com	African American Owned, Small Business
41	FL Keys Contracting LLC	Anthony Galvan	Florida	agalvan@flkeyscontracting.com	
42	Oldcastle Infrastructure	Kelly Sloan	Florida	kelly.sloan@oldcastle.com	
43	Cloud 9 Services Group LLC	Jeremy Strickland	Florida	estimating@cloud9services.com	
44	Core & Main	Tyler Bixler	Florida	tyler.bixler@coreandmain.com	
45	Platinum General Contracting & Land Development LLC	Prakash Baboolal	Florida	platinumgcfl2011@gmail.com	
46	MDQ Pro Construction LLC	Sebastian Del Negro	Florida	gonzalo@mdqpro.com	
47	Joinson Construction, Inc.	Richard Gonzalez	Florida	risegonza@gmail.com	
48	Eertdnur Consulting Services, LLC	Amos Roundtree	Florida	amos@suppliesynergy.com	
49	Safa Construction, LLC	MD RAHMAN	Florida	md.rahman@safaconstruction.net	
50	Adam Boyd Bobcat Service Inc	Adam Boyd	Florida	Absinco@gmail.com	Small Business, Woman Owned
51	MBR Construction Group LLC	Marianne Benitez Ruiz	Florida	marianne@mbr-cg.com	
52	Royal Complete Home, Inc	Keith Bring	Florida	Keith@royalcompletehome.com	
53	Gilbane	James Ferrick	Florida	jferrick@gilbaneco.com	
54	Basile USA LLC	Luigi Basile	Florida	info@basileusa.com	Small Business
55	Central Pipe Rehab	Natalie Wyckoff	Florida	nwyckoff@centralpiperehab.com	
56	MatterScan	Angela Belden	Florida	info@matterscan.net	Small Business, Woman Owned
57	GSD Contracting	George Braeunig	Pennsylvania	gb@gsdco.us	
58	Florida Aquastore	Brandee Velez	Florida	brandee@florida-aquastore.com	Small Business
59	Florida Aquastore	Yolanda Taveras	Florida	Yolanda@florida-aquastore.com	Small Business
60	Ben Bundles Test	Ben Vaught	Washington	vaughtb@georgetown.edu	
61	Keys All Area Roofing, Inc.	Deborah Shirley	Florida	deborahallarearoofing@gmail.com	
62	Ally Engineering Services, Inc.	Mohamed Mabrouk	Florida	MMabrouk@allyeng.com	
63	Ally Engineering Services, Inc.	Erin Sudman	Florida	3lexconsulting@gmail.com	
64	Kiewit Water Facilities Florida Co.	Courtney Dantone	Florida	courtney.dantone@kiewit.com	
65	Veolia North America	Catherine Dennis	Georgia	cathy.dennis@veolia.com	
66	Veolia North America	Rob Nicholas	Georgia	robert.nicholas@veolia.com	
67	Veolia North America	Timothy Muirhead	Georgia	timothy.muirhead@veolia.com	
68	Veolia North America	Josh Berezowsky	Georgia	josh.berezowsky@veolia.com	
69	Blalock Plumbing llc	DENNIS BLALOCK	Florida	blalockplumbingllc@gmail.com	
70	Jacobs Engineering Group, Inc.	Carla Erazo	Florida	carla.erazo@jacobs.com	
71	Jacobs Engineering Group, Inc.	Brandi Murray	Florida	brandi.murray@jacobs.com	
72	Jacobs Engineering Group, Inc.	Tanya DiClemente	Florida	tanya.diclemente@jacobs.com	
73	Jacobs Engineering Group, Inc.	Godofredo Canino	Florida	godofredo.canino@jacobs.com	
74	Jacobs Engineering Group, Inc.	John Aleman	Florida	john.aleman@jacobs.com	
75	Jacobs Engineering Group, Inc.	Julee Payne	Florida	julee.payne@jacobs.com	
76	Jacobs Engineering Group, Inc.	Alberto Lazaro	Florida	alberto.lazaro@jacobs.com	
77	TB Power Creation LLC	Fredie Brady	Florida	frediebrady@tbpowercreation.com	
78	TB Power Creation LLC	Felipe Santillan	Florida	felipesantillan@tbpowercreation.com	
79	TB Power Creation LLC	Terrell Bridges	Florida	terrellbridges@tbpowercreation.com	
80	Team Fishel	Steven Darman	Ohio	sdarman@teamfishel.com	Woman Owned
81	Hypower LLC	eric paul-hus	Florida	ep@hypowerinc.com	
82	Hypower LLC	Caitlin Vaughan	Florida	cvaughan@hypowerinc.com	
83	Hypower LLC	Carlos Mora	Florida	cmora@hypowerinc.com	
84	Optim Services	Kira K	Florida	Optimcontracts@yahoo.com	
85	Carlson Environmental Consultants, PC	Peggy Churchill	North Carolina	pchurchill@cecenv.com	
86	Carlson Environmental Consultants, PC	Andy Vanegas	North Carolina	avanegas@cecenv.com	
87	Bella Construction of Key West, Inc.	Kelley Gumper	Florida	kelley@concretebella.com	
88	Test Gauge Inc.	Derek Biba	Illinois	derek@testgauge.net	

89	M4 Contracting LLC	Mark Mattson	Florida	markm@m4contractingco.com	Small Business, Veteran Owned, Disabled Veteran
90	M4 Contracting LLC	Landon Mattson	Florida	landonm@m4contractingco.com	Small Business, Veteran Owned, Disabled Veteran
91	Plummer	John Keane	Florida	jkeane@plummer.com	
92	Plummer	Andrea Netcher	Florida	anetcher@plummer.com	
93	A Plus Roofing of Key West Inc.	Venetia Flowers	Florida	venetia@aplusroofingkeywest.com	
94	Ee Builders	Eric Gartenmayer	Florida	Eebuilders33040@gmail.com	
95	Vecellio & Grogan	Cory Butz	West Virginia	cory.butz@vecelligrogan.com	
96	Vecellio & Grogan	Matt Romanowski	West Virginia	Matthew.Romanowski@vecelligrogan.com	
97	Action Environmental	Jason Marberry	Florida	jason.marberry@actn.com	
98	Action Environmental	Johnson Tawana	Florida	tawana.johnson@actn.com	
99	ALL AMERICAN BONDS & INSURANCE, LLC.	Robert Ashton	Florida	bob@quickerbonds.com	
100	ALL AMERICAN BONDS & INSURANCE, LLC.	Jonathan Kolmetz	Florida	jonathan@quickerbonds.com	
101	D&S Steel Inc	Justin Stancil	Florida	dssteel.jstancil@gmail.com	
102	The Fence Experts of the Treasure Coast LLC	Jason Porter	Florida	jasonthefenceguy@gmail.com	
103	The Fence Experts of the Treasure Coast LLC	Steve Troxell	Florida	icrifla@gmail.com	
104	Gell Construction Inc	Keith Bring	Florida	pm.gellconstruction@gmail.com	
105	Vulcan Construction and Metal Works	Stephanie Morphyades	Florida	vulcanmw@gmail.com	Small Business, Woman Owned, LGBT Owned
106	GD Services	Gabriel Guevara	Florida	info@gdservices.us	Hispanic Owned, Small Business
107	Ferreira Power Group LLC	Charles Tilburg	Florida	ctilburg@ferreirapowergroup.com	
108	Marino Construction Group, Inc.	Jennifer Socha	Florida	jsocha@marino-construction.com	
109	Marino Construction Group, Inc.	Kathy Smith	Florida	ksmith@marino-construction.com	
110	Gemstone Builders LLC	Moti Bilal	Florida	moti@gemstonegc.com	
111	Gemstone Builders LLC	Eric Stern	Florida	ericstern@yahoo.com	
112	Gemstone Builders LLC	Louie Ferrino	Florida	Loul@gemstonegc.com	
113	Superior ROW Services, LLC	Superior ROW	Florida	estimating@superiorrow.com	
114	NV2A Group	Julianne Diaz-Tallon	Florida	jdiaz-tallon@nv2agroup.com	
115	NV2A Group	Antonio Pinto	Florida	apinto@nv2agroup.com	
116	NV2A Group	Yvonne Meyer	Florida	YMeyer@NV2Agroup.com	
117	NV2A Group	Carolina Correa	Florida	ccorrea@nv2agroup.com	
118	NV2A Group	Gilberto Neves	Florida	Gneves@nv2agroup.com	
119	Lamphier Company	ROBERT LAMPHIER	Florida	lamphier1@aol.com	
120	Tropical Island Builders Ilc	Doug Sposito	Florida	tropicalislandbuilders@gmail.com	Hispanic Owned
121	Manhattan Road & Bridge	James Land	Florida	James.land@manhattanrb.com	
122	Mohawk Valley Materials, Inc.	Heather LaRowe	New York	hl@mohawkvalleymaterials.com	Small Business, Woman Owned
123	Mohawk Valley Materials, Inc.	Bob Machus	New York	bmachus@mohawkvalleymaterials.com	Small Business, Woman Owned
124	Mohawk Valley Materials, Inc.	Joseph Rutkowski	New York	jmr@mohawkvalleymaterials.com	Small Business, Woman Owned
125	Mohawk Valley Materials, Inc.	Joe Rutkowski	New York	jr@mohawkvalleymaterials.com	Small Business, Woman Owned
126	Doral Digital Reprographics	Mildrey Cotilla	Florida	milly@ddrepro.com	Hispanic Owned, Small Business, Woman Owned
127	Nearshore Electric, Inc.	Jeffery Kirk	Florida	Nearshore@bellsouth.net	Woman Owned
128	Amici Engineering Contractors	Christopher Lazzari	Florida	chrisl@amiciec.com	
129	Sabrecon Corporation	Scott Jaeger	Florida	sabrecon@yahoo.com	
130	Southeastern Construction and Maintenance	Luis Espinoza	Florida	LuisE@secm.co	
131	Adams Robinson Construction	Kevin O'Brien	Ohio	arco@adamsrobinson.com	
132	Adams Robinson Construction	Melissa Lutz	Ohio	mlutz1@adamsrobinson.com	
133	T2 Utility Engineers South	April Pterski	Indiana	April.Pterski@t2ue.com	
134	T2 Utility Engineers South	Kiets Miller	Indiana	kiets.miller@t2ue.com	
135	T2 Utility Engineers South	T2South Region	Indiana	T2SouthReg@t2ue.com	
136	T2 Utility Engineers South	Ivan E Hernandez	Indiana	ivan.e.hernandez@t2ue.com	
137	T2 Utility Engineers South	Vinnie Lavallette	Indiana	vinnie.lavallette@t2ue.com	
138	T2 Utility Engineers South	Byron Faircloth	Indiana	byron.faircloth@t2ue.com	
139	T2 Utility Engineers South	Buck Wright	Indiana	buck.wright@t2ue.com	
140	T2 Utility Engineers South	Tony DiMarino	Indiana	Tony.DiMarino@t2ue.com	
141	T2 Utility Engineers South	Terry Crews	Indiana	Terry.Crews@t2ue.com	
142	T2 Utility Engineers South	Suzanne McCain	Indiana	Suzanne.McCain@t2ue.com	
143	T2 Utility Engineers South	Scott Urquhart	Indiana	Scott.Urquhart@t2ue.com	
144	T2 Utility Engineers South	Daryl Thie	Indiana	Daryl.Thie@t2ue.com	
145	T2 Utility Engineers South	Daniel Colley	Indiana	Daniel.Colley@t2ue.com	
146	T2 Utility Engineers South	Andrea Campbell	Indiana	Andrea.Campbell@t2ue.com	
147	Gosalia Concrete Constructors, Inc.	Jay Gosalia	Florida	estimating@gosaliaco.com	
148	Sun Eagle General Contractors, Corp.	yamil castillo	Florida	yamil@suneaglecc.com	
149	Engineered Coatings Solutions LLC	John Blank	Missouri	jblank@ecscoatings.com	
150	Engineered Coatings Solutions LLC	Mike Blank	Missouri	mblank@multipower.us	
151	Advanced Plumbing Technology	Emily Bennett	Florida	bid@chooseapt.com	
152	Advanced Plumbing Technology	Chris Parker	Florida	chris@chooseapt.com	
153	Bellmore Enterprises Inc	darcy bellemore	Florida	BELLMOREINC@AOL.COM	
154	Hormac Construction Group Inc.	Gustavo Pavon	Florida	pavon@hormac.us	
155	Hormac Construction Group Inc.	Manuel Pavon	Florida	manuel@hormac.us	
156	Hormac Construction Group Inc.	Jonah Allen	Florida	jonah@hormac.us	
157	JAM Environmental & Vacuum Services, LLC	Brian S McCully	Florida	jmcully@jamenviroental.com	Small Business
158	NATIONWIDE PLUMBING SERVICE, INC.	RAY REY	Florida	ray@nwpflkeys.com	
159	NATIONWIDE PLUMBING SERVICE, INC.	KAREL DAVILA	Florida	karel@nwpflkeys.com	
160	Dekora LLC	Javier Rodriguez	Florida	dekorallc@gmail.com	
161	Dekora LLC	Nathalie Rodriguez	Florida	dekorallcadmn@gmail.com	
162	AIM Construction Management Inc	Anthony Munoz	Florida	aimconstructionmgt@gmail.com	
163	Williams Industrial	Jason Arnett	Georgia	jarnett@wisgrp.com	
164	Williams Industrial	Rhonda Carter	Georgia	rcarter@wisgrp.com	
165	Williams Industrial	Matthew Lewis	Georgia	mclewis@wisgrp.com	
166	Williams Industrial	Evelyn Solorzano	Georgia	emsolorzano@wisgrp.com	
167	Creative Engineering Group Inc.	Srikanth Mavanur	Florida	sri@cegroupfl.com	
168	Island Marine Contractors	Nicholas Thaler	Florida	nthaler@islandmarinecontractors.com	Woman Owned
169	Florida Keys Electric Inc.	Christopher L. Vazquez	Florida	clvazquez@fkeyselectric.com	Hispanic Owned, Small Business
170	Florida Keys Electric Inc.	Raymond Vazquez	Florida	rvazquez@fkeyselectric.com	Hispanic Owned, Small Business
171	RMS Energy	Jennifer Kotschade	Minnesota	jkotschade@rmsenergy.com	
172	RMS Energy	Bill Beese	Minnesota	bbeese@rmsenergy.com	
173	M. Hajjar & Associates, Inc.	Mahyar Dehlavi	Florida	mhajjar@mhajjar.com	
174	Dynalectric Company, Florida	Jeffrey Randle	Florida	jrandle@dyna-fl.com	
175	Dynalectric Company, Florida	Jesus Arias	Florida	Estimating@dyna-fl.com	
176	Engineering Solutions International	Fred Lane	Florida	fred.lane@clearwatersol.com	
177	Danella Construction Corporation of FL, Inc	Tom Schinske	Florida	washburn@danella.com	
178	Danella Construction Corporation of FL, Inc	Caitlin Caldwell	Florida	ccaldwell@danella.com	
179	Danella Construction Corporation of FL, Inc	Mike Straney	Florida	mjstraney@danella.com	
180	Zahlene Enterprises, Inc	Jordan Zahlene	Florida	jordan@zahlene.com	

181	True Haul, LLC	Kevin Perez	Florida	kevin@truehaul.net	
182	C&T Contracting Services LLC	Chris Telson	Florida	ctcontractingservicesllc@gmail.com	
183	Vortex Service LLC	Mary Harles	South Carolina	CCorrigan@vortexcompanies.com	
184	Coastal Dredging Company, Inc.	Justin Chorlog	Louisiana	justin@coastaldredging.net	
185	Tropical Underground Contracting LLC	Michael Stokes	Florida	Tropicalundergroundcontracting@gmail.com	
186	Aqua Waste Repairs, Inc.	Randy Thomas	Florida	awrinc@hotmail.com	
187	Aqua Waste Repairs, Inc.	Paula Sutton	Florida	awrinc@hotmail.com	
188	Critical Path Construction	Russell Hitchins	Florida	rhitchins@criticalpathconstruction.com	
189	Angler's Contracting, Inc	Jeff Tison	Florida	anglerscontracting@gmail.com	Hispanic Owned, Small Business
190	Lunacon Construction Group	Patricia Bonilla	Florida	pbonilla@lunaconcorp.com	
191	Lunacon Construction Group	Abigail Cosme	Florida	acosme@lunaconcorp.com	
192	Lunacon Construction Group	Cecilia Fortuno	Florida	cfortuno@lunaconcorp.com	
193	Bello & Bello Land Surveying Corporation	Odalys C. Bello, PSM	Florida	odalys@belloland.com	Hispanic Owned, Small Business, Woman Owned
194	Bello & Bello Land Surveying Corporation	David Barbaro	Florida	david@belloland.com	Hispanic Owned, Small Business, Woman Owned
195	R P Utility & Excavation Corp	Javier Garzon	Florida	estimating@rpucorp.com	
196	PCL Construction	Estimating Team	Arizona	laplante@pcl.com	
197	PCL Construction	Dustin Guskiewicz	Arizona	djguskiewicz@pcl.com	
198	PCL Construction	Brandon Hinson	Arizona	bhinson@pcl.com	
199	Blues Electric, LLC	Michael Coomler	Florida	mcoomler@blueselectric.com	Hispanic Owned, Small Business, Veteran Owned, Woman Owned
200	Ameristar Contracting Group	Manuel Cotel	Florida	mrc@ameristargroup.com	Hispanic Owned, Small Business
201	Island Villa Construction	Teak Esslinger	Florida	qc@islandvilla.com	
202	The Kearney Companies	Paige Wax	Florida	pwax@thekearneycompanies.com	
203	The Kearney Companies	Jake Hansen	Florida	jhansen@thekearneycompanies.com	
204	The Kearney Companies	Bing Kearney	Florida	bing@thekearneycompanies.com	
205	Wastewater Solutions, LLC	Matias Roman	Florida	matias@wvs-llc.com	Hispanic Owned, Small Business
206	FLOVAC, INC	Michael Pringle	Florida	mpringle@flovac.com	
207	FLOVAC, INC	Matt Woodward	Florida	mwoodward@flovac.com	
208	Polytech Services	Will Besonen	North Carolina	will@polytechservices.com	
209	Cardinal Contractors, Inc.	John Taylor	Texas	john.taylor@prim.com	
210	Cardinal Contractors, Inc.	Michael Brandao	Texas	mbrandao@prim.com	
211	PRP Construction	Peggy Sheltra	Florida	ppsheltra@gmail.com	
212	Key Iron Works	Catherine Peace	Florida	general@kiw-keywest.com	Small Business
213	Key Iron Works	Catherine Peace	Florida	cpeace@kiw-keywest.com	Small Business
214	National Core Services Corp DBA Grounds Group Landscap	Kathy Seng	Florida	info@groundsgroup.com	
215	PCS Civil, Inc.	Teresa Yeoman	Florida	teresay@pcscivilinc.com	
216	PCS Civil, Inc.	Doug Ebberts	Florida	douge@pcscivilinc.com	
217	PCS Civil, Inc.	Tristan Hine	Florida	tristanh@pcscivilinc.com	
218	Gulf Building	Giovanna Alessi	Florida	gioa@gulfbuilding.com	
219	RJ Spencer Construction	Roderick Spencer	Florida	info@rjsconstructs.com	African American Owned, Small Business, Woman Owned
220	RJ Spencer Construction	Berry St.Vil	Florida	info@rjsconstructs.com	African American Owned, Small Business, Woman Owned
221	Cobra Environmental	Justin Lusk	Florida	justin@cobraenvironmental.com	
222	AE Engineering Inc	Christina Yero	Florida	info@aeengineeringinc.com	African American Owned, Hispanic Owned, Small Business
223	AE Engineering Inc	Benjamin Bennett	Florida	bbennett@aeengineeringinc.com	African American Owned, Hispanic Owned, Small Business
224	AE Engineering Inc	Renee Wood	Florida	rwood@aeengineeringinc.com	African American Owned, Hispanic Owned, Small Business
225	AE Engineering Inc	Kara Daniel	Florida	kdaniel@aeengineeringinc.com	African American Owned, Hispanic Owned, Small Business
226	AE Engineering Inc	Cory Nichols	Florida	Cory@aeengineeringinc.com	African American Owned, Hispanic Owned, Small Business
227	AE Engineering Inc	Roderick Myrick	Florida	Rod@aeengineeringinc.com	African American Owned, Hispanic Owned, Small Business
228	U.S. Submergent Technologies	USST Bids	Florida	bids@ussubmergent.com	
229	Specialized Property Services, Inc.	Dan Martucci	Florida	danmartucci@sps247.net	
230	LEGO Construction Co	Satya Nethi	Florida	snethi@legocc.com	Hispanic Owned
231	LEGO Construction Co	Susmitha Kadam	Florida	sk@legocc.com	Hispanic Owned
232	LEGO Construction Co	Muhammad Hanife	Florida	MH@legocc.com	Hispanic Owned
233	LEGO Construction Co	Raquel Hartner	Florida	RH@legocc.com	Hispanic Owned
234	LEGO Construction Co	Ruturaj Sonawane	Florida	RS@legocc.com	Hispanic Owned
235	LEGO Construction Co	Harsh Bakliwal	Florida	hb@legocc.com	Hispanic Owned
236	LEGO Construction Co	Niyanthan Ponnusamy	Florida	nip@legocc.com	Hispanic Owned
237	LEGO Construction Co	Silvina Burstein	Florida	SB@legocc.com	Hispanic Owned
238	LEGO Construction Co	Edgar Martinez	Florida	emartinez@legocc.com	Hispanic Owned
239	Coral Construction Company	Chelsea Steinmetz	Florida	coralconstruction@yahoo.com	Small Business, Veteran Owned
240	Coral Construction Company	George Steinmetz	Florida	george6562@aol.com	Small Business, Veteran Owned
241	DEC Contracting Group, Inc.	Cabot Dunn	Florida	Cabot@DECContracting.com	
242	DEC Contracting Group, Inc.	Michael Dunn	Florida	michael@decontracting.com	
243	DEC Contracting Group, Inc.	Doug Masch	Florida	doug@decontracting.com	
244	DEC Contracting Group, Inc.	Erika Bodenstein	Florida	erika@decontracting.com	
245	Fortline, Inc. d/b/a Fortline Waterworks	Fortline, Inc d/b/a Fortline	North Carolina	Julie.dine@fortline.com	
246	Fortline, Inc. d/b/a Fortline Waterworks	Clayton Davidson	North Carolina	Clayton.Davidson@Fortline.com	
247	Fortline, Inc. d/b/a Fortline Waterworks	Jake Soles	North Carolina	Jake.Soles@fortline.com	
248	Fortline, Inc. d/b/a Fortline Waterworks	Matthew Smith	North Carolina	matthew.smith@fortline.com	
249	Fortline, Inc. d/b/a Fortline Waterworks	James O'Briant	North Carolina	james.obriant@fortline.com	
250	Fortline, Inc. d/b/a Fortline Waterworks	Damarion Jones	North Carolina	dj.jones@fortline.com	
251	Fortline, Inc. d/b/a Fortline Waterworks	Chad Held	North Carolina	chad.held@fortline.com	
252	Fortline, Inc. d/b/a Fortline Waterworks	Tanner Chock	North Carolina	tanner.chock@fortline.com	
253	Fortline, Inc. d/b/a Fortline Waterworks	Jeff Baldwin	North Carolina	jeff.baldwin@fortline.com	
254	Fortline, Inc. d/b/a Fortline Waterworks	Daniela Zuleta	North Carolina	daniela.zuleta@fortline.com	
255	Fortline, Inc. d/b/a Fortline Waterworks	Wesley Buffkin	North Carolina	wesley.buffkin@fortline.com	
256	Fortline, Inc. d/b/a Fortline Waterworks	Blake Velz	North Carolina	blake.velz@fortline.com	
257	Fortline, Inc. d/b/a Fortline Waterworks	Brandon Scott	North Carolina	brandon.scott@fortline.com	
258	Fortline, Inc. d/b/a Fortline Waterworks	Aaron Manning	North Carolina	aaron.manning@fortline.com	
259	Fortline, Inc. d/b/a Fortline Waterworks	Erin Joiner	North Carolina	erin.joiner@fortline.com	
260	Fortline, Inc. d/b/a Fortline Waterworks	Andrew Sutt	North Carolina	drew.sutt@fortline.com	
261	Fortline, Inc. d/b/a Fortline Waterworks	Dexter Borecky	North Carolina	dexter.borecky@fortline.com	
262	Fortline, Inc. d/b/a Fortline Waterworks	Sean Siebert	North Carolina	sean.siebert@fortline.com	
263	Fortline, Inc. d/b/a Fortline Waterworks	Fabed Romero	North Carolina	fabed.romero@fortline.com	
264	Fortline, Inc. d/b/a Fortline Waterworks	Stoney Harrell	North Carolina	jim.harrell@fortline.com	
265	Fortline, Inc. d/b/a Fortline Waterworks	Michael Lyons	North Carolina	michael.lyons@fortline.com	
266	Fortline, Inc. d/b/a Fortline Waterworks	Beverly Fullam	North Carolina	beverly.fullam@fortline.com	
267	Fortline, Inc. d/b/a Fortline Waterworks	Denise Kemp	North Carolina	denise.kemp@fortline.com	
268	Fortline, Inc. d/b/a Fortline Waterworks	James Holmes	North Carolina	james.holmes@fortline.com	
269	Fortline, Inc. d/b/a Fortline Waterworks	Matthew Graff	North Carolina	matthew.graff@fortline.com	
270	Fortline, Inc. d/b/a Fortline Waterworks	Jeff Hobbs	North Carolina	jeff.hobbs@fortline.com	
271	Fortline, Inc. d/b/a Fortline Waterworks	Jordan McCall	North Carolina	jordan.mccall@fortline.com	
272	Fortline, Inc. d/b/a Fortline Waterworks	Dave Guthart	North Carolina	david.guthart@fortline.com	

273	Fortiline, Inc. d/b/a Fortiline Waterworks	Brandon Helms	North Carolina	brandon.helms@fortiline.com	
274	Fortiline, Inc. d/b/a Fortiline Waterworks	Rick Kemp	North Carolina	rick.kemp@fortiline.com	
275	Fortiline, Inc. d/b/a Fortiline Waterworks	Mike Deal	North Carolina	mike.deal@fortiline.com	
276	Fortiline, Inc. d/b/a Fortiline Waterworks	Jamie Stettner	North Carolina	jamie.stettner@fortiline.com	
277	Fortiline, Inc. d/b/a Fortiline Waterworks	Rob Cavallaro	North Carolina	rob.cavallaro@fortiline.com	
278	Fortiline, Inc. d/b/a Fortiline Waterworks	Beau Hurley	North Carolina	beau.hurley@fortiline.com	
279	Fortiline, Inc. d/b/a Fortiline Waterworks	Curt Hinson	North Carolina	curt.hinson@fortiline.com	
280	Fortiline, Inc. d/b/a Fortiline Waterworks	Kris Solano	North Carolina	kris.solano@fortiline.com	
281	Fortiline, Inc. d/b/a Fortiline Waterworks	Sheri Smith	North Carolina	sheri.smith@fortiline.com	
282	Southern Underground Industries, Inc.	Frank Dalessandro	Florida	frankd@southernundergroundindustries.com	African American Owned, Hispanic Owned
283	Southern Underground Industries, Inc.	Mike Sweeney	Florida	mikes@southernundergroundindustries.com	African American Owned, Hispanic Owned
284	Jacobs	Jackie Ross	Florida	jacqueline.ross@jacobs.com	
285	Jacobs	Lisa Tinsley	Florida	lisa.tinsley@jacobs.com	
286	Southern Disaster Recovery	Al McClaran	South Carolina	bei@southerndr.com	
287	Southern Disaster Recovery	Alvie McClaran	South Carolina	alvie@southerndr.com	
288	Southern Disaster Recovery	Chip Patterson	South Carolina	chip@southerndr.com	
289	Southern Disaster Recovery	Al McClaran	South Carolina	al@southerndr.com	
290	Southern Disaster Recovery	Jordan McClaran	South Carolina	jordan@southerndr.com	
291	Water Science Associates	Kirk Martin	Florida	kirk@wsaconsult.com	
292	Water Science Associates	Rahul John	Florida	Rahul@wsaconsult.com	
293	Emerald Construction Corp.	Ramiro Gamez	Florida	ramiro@emeraldconstructioncorp.com	Hispanic Owned, Woman Owned
294	Emerald Construction Corp.	Ricardo Montijo	Florida	ricardo@emeraldconstructioncorp.com	Hispanic Owned, Woman Owned
295	Emerald Construction Corp.	Denise Castro	Florida	denise@emeraldconstructioncorp.com	Hispanic Owned, Woman Owned
296	BEA Architects, Inc.	Katherine Mas	Florida	kmass@beai.com	Hispanic Owned, Woman Owned
297	Trenchless Consulting, LLC	Ted Dimitroff	Missouri	ted@trenchlessflowline.com	
298	Key Honey Contracting, LLC	Carey Hirsch	Washington	carey@keyhoney.com	
299	Key Honey Contracting, LLC	Robert Henning	Washington	rhenning3@yahoo.com	
300	Florida Hydroseeding & Erosion Control	Brad Tanzer	Florida	estimating@flhydroseed.com	Small Business
301	Revere Control Systems, Inc.	Clare Connelly	Alabama	FL-Sales@reverecontrol.com	
302	Inland Construction & Engineering, Inc.	Sam Stone	Florida	sam@icecontractor.com	
303	Ray's Solar Security, Inc.	Jackie Tomlin	Florida	raysolar@bellsouth.net	
304	Roof Painting by Hartzell	Mike Goodwin	Florida	mgoodwin@myhartzell.com	
305	ADEPT Public Relations, LLC	Dana Pollitt	Florida	Info@Adept.co	Hispanic Owned, Small Business, Woman Owned
306	The Stout Group, LLC	Joey Sanchez	Florida	bids@thestoutgroup.com	
307	The Stout Group, LLC	Alex Martija	Florida	amartija@thestoutgroup.com	
308	Dockmasters Marine Construction Inc.	Tom Domiano	Florida	dockmastersmail@yahoo.com	
309	Cornerstone Construction Services, Inc.	Jason Gonder	Florida	jason@ccsflorlando.com	Hispanic Owned, Small Business, Woman Owned
310	Cornerstone Construction Services, Inc.	Amadita Stone	Florida	ASTONE@CCSORLANDO.COM	Hispanic Owned, Small Business, Woman Owned
311	Construct Build Inc.	Durant Palomino	Florida	constructbuildinc@gmail.com	
312	Ric-Man Construction Florida, Inc.	Chad Bumb	Florida	cbumb@ric-manfl.com	
313	Ric-Man Construction Florida, Inc.	Troy Johnson	Florida	tjohnson@ric-manfl.com	
314	Ric-Man Construction Florida, Inc.	Christopher Mancini	Florida	christopherm@ric-manfl.com	
315	Ric-Man Construction Florida, Inc.	Rafael Vega	Florida	rvega@ric-manfl.com	
316	TLC Diversified, Inc.	Linda Moore	Florida	lmoore@tlcdiv.com	
317	Meeks Plumbing Inc.	Kyle Meeks	Florida	kmeeks@meeksplumbing.com	
318	CRB Geological	robert workman	Florida	rworkman@crbgeo.net	Small Business
319	CRB Geological	Barb Livieri	Florida	blivieri@crbgeo.net	Small Business
320	CRB Geological	emilee payne	Florida	epayne@crbgeo.net	Small Business
321	Island Builders, LLC	Corrine Miller	Florida	info@myislandbuilders.com	Hispanic Owned, Small Business
322	C. Slagter Construction, Inc.	Renee Cheuvront	Florida	renee@slagter.net	Small Business, Woman Owned
323	C. Slagter Construction, Inc.	Valerie Neaves	Florida	valerie@slagter.net	Small Business, Woman Owned
324	Felix Associates Of Florida Inc.	Vincent Amato	Florida	vamato@felixassociates.net	
325	Felix Associates Of Florida Inc.	Matt Reaver	Florida	mreaver@felixassociates.net	
326	Felix Associates Of Florida Inc.	Ben Miller	Florida	bmiller@felixassociates.net	
327	Ferguson Enterprises	Dan Thomerson	Florida	nicholas.hartman1@ferguson.com	
328	Ferguson Enterprises	Kyle Butson	Florida	kyle.butson@ferguson.com	
329	Ferguson Enterprises	Rob Pinkston	Florida	rob.pinkston@ferguson.com	
330	Cardno	Kevin Lord	Florida	kevin.lord@cardno.com	
331	Cardno	Terry Griffin	Florida	terry.griffin@cardno.com	
332	Cardno	Thomas Nogaj	Florida	thomas.nogaj@cardno.com	
333	Cardno	Craig Payne	Florida	craig.payne@cardno.com	
334	Cardno	Amy Worsham	Florida	amy.worsham@cardno.com	
335	Cardno	Rick Bowers	Florida	Rick.Bowers@cardno.com	
336	Grader Mike LLC.	David Kirchoff	Florida	gradermike1@yahoo.com	
337	CEC Motor & Utility Services, LLC	Shane Saputo	Florida	ssaputo@cecmotoru.com	
338	B&D TECHNOLOGIES	Additional Email	Georgia	ssperring@bdindustrial.com	
339	B&D TECHNOLOGIES	Suzanne Sperring	Georgia	ssperring@bdindustrial.com	
340	OAC Action Construction, Corp	William Reina	Florida	william@oacconstruction.com	Hispanic Owned, Small Business
341	OAC Action Construction, Corp	Ivan Rojas	Florida	ivan@oacconstruction.com	Hispanic Owned, Small Business
342	OAC Action Construction, Corp	Julian Hernandez	Florida	julian@oacconstruction.com	Hispanic Owned, Small Business
343	ST Sparks Construction	Patty Sparks	Florida	patty@stsparks.com	
344	Geostar Mechanical Inc.	Wayne Blocker	Illinois	WBlocker@geostarinc.com	
345	Contracting Specialists inc	Sophie Arenburg	Florida	sophie@contractingspecialists.com	
346	General Underground	Chris Brown	Florida	chrisbrown@generalunderground.com	
347	All Florida Contracting Service	Michael Cox	Florida	mcox@afcs-co.com	
348	Commerce Controls, Inc	Brad Planchot	Michigan	ccsalesfl@commercecontrols.com	
349	Poole & Kent Company of Florida	Wendy Campbell	Florida	wendyc@pkflorida.com	
350	Poole & Kent Company of Florida	Jill Johnson	Florida	jilli@pkflorida.com	
351	Poole & Kent Company of Florida	Debbie Holloway	Florida	deborahh@pkflorida.com	
352	Tierra South Florida, Inc.	Bonni Funt	Florida	bfunt@tsfgeo.com	Asian/Hawaiian Owned
353	Southern Road & Bridge, LLC	Lucas Pappas	Florida	prequal@southernrb.com	
354	Design Center Inc.	Andrew George	Florida	andrew@designcenterfl.com	
355	Design Center Inc.	Yadira Blanco	Florida	yadira@designcenterfl.com	
356	Neubert Construction Services, Inc	Tyler Neubert	Florida	estimating@neubertconstruction.com	Woman Owned
357	Gary's Plumbing, Inc	Gary Centonze	Florida	garysplumbing1@aol.com	
358	Foster Marine Contractors, Inc	Kevin Schwiderson	Florida	kevins@foster-marine.net	
359	Foster Marine Contractors, Inc	Tammy Gideon	Florida	tammy@foster-marine.net	
360	Ryan Incorporated Southern	Mary Burke	Florida	marketing@ryanfl.com	
361	Pedro Falcon Electrical Contractors, Inc.	Christian Brisson	Florida	cb@pedrofalcon.com	Small Business
362	Pedro Falcon Electrical Contractors, Inc.	Mari Andruzzi	Florida	mari@pedrofalcon.com	Small Business
363	Pedro Falcon Electrical Contractors, Inc.	Roman Sviridenko	Florida	roman@pedrofalcon.com	Small Business
364	Pedro Falcon Electrical Contractors, Inc.	Ken Bygler	Florida	kenb@pedrofalcon.com	Small Business

365	LMK Pipe Renewal	Frank Schwartz	Florida	frank@lmkpipe.com	
366	LMK Pipe Renewal	Rebecca Caspari	Florida	Rebecca@lmkpipe.com	
367	LMK Pipe Renewal	Shaun Flanery	Florida	Shaun@lmkpipe.com	
368	LMK Pipe Renewal	Bruce Tobey	Florida	btobey@lmkpipe.com	
369	JTCC Inc.	Christi Jackson	Florida	jtoffoliconstruction@hotmail.com	
370	Atlantic Civil Constructors Corporation	Chris Sousa	Florida	chris.sousa@atlantic-civil.com	
371	TSI Disaster Recovery	Amy Hartman	Florida	amy@tsidisaster.com	
372	TSI Disaster Recovery	Theresa Cauthen	Florida	theresa@tsidisaster.com	
373	Benton & Sons Construction Co. Inc	Roy Benton III	Florida	bentonandsons@comcast.net	
374	Coreland Construction Corp.	Nestor Hernandez	Florida	nhern@corelandconstruction.com	
375	Bob's Barricades	John Baldwin	Florida	jbaldwin@bobsbarricades.com	
376	Bob's Barricades	Estimating Bob's Barricades	Florida	estimating@bobsbarricades.com	
377	Bob's Barricades	Joe Turner	Florida	joetwapak@gmail.com	
378	J.R.T. Construction, Co.	Jeovanni Tarafa	Florida	jtarafta@tarafaconstruction.com	Hispanic Owned, Small Business
379	ASAP Marine	Emily Burkel	Florida	office@asapmarineconstruction.com	Small Business
380	Ferguson Enterprises	Austin Haddock	Florida	austin.haddock@ferguson.com	
381	Ferguson Enterprises	Stephanie DeJesus	Florida	stephanie.dejesus@ferguson.com	
382	Ferguson Enterprises	Craig Pearce	Florida	craig.pearce@ferguson.com	
383	Ferguson Enterprises	Michael Pacheco	Florida	michael.pacheco@ferguson.com	
384	Hayes Pipe Supply, Inc.	Justin Scott	Tennessee	justins@hayespipe.com	
385	Hayes Pipe Supply, Inc.	James Alderman	Tennessee	jalderman@hayespipe.com	
386	Hayes Pipe Supply, Inc.	Payton Roth	Tennessee	proth@hayespipe.com	
387	Hayes Pipe Supply, Inc.	Bill Simpson	Tennessee	bsimpson@hayespipe.com	
388	B&B Underground Construction, Inc.	Stephen Decker	Florida	sdecker@bbuconst.com	Small Business
389	B&B Underground Construction, Inc.	Johnnie Adkins	Florida	Jadkins@bbuconst.com	Small Business
390	Hinterland Group Inc.	Daniel Duke, III	Florida	info@hinterlandgroup.com	
391	Wells & Water Systems Inc.	Bobby Kohlmeier	Florida	rjk@floridadriller.com	
392	Jamie Underground, Inc.	William DeLuca	Florida	bill@jamieunderground.com	
393	Jamie Underground, Inc.	John Coniglio	Florida	jamie.underground@comcast.net	
394	Manhattan Construction (Florida), Inc	Mary Stein	Florida	mstein@manhattanconstruction.com	
395	Manhattan Construction (Florida), Inc	Melanie Jantschek	Florida	mjantschek@manhattanconstruction.com	
396	Manhattan Construction (Florida), Inc	Joseph Funigiello	Florida	joseph.funigiello@manhattanconstruction.com	
397	MasTec, Inc.	Maureen Popovich	Minnesota	maureen.popovich@mastec.com	
398	H.A. Contracting Corp.	Henry Angelo III	Florida	henry@hacontracting.com	
399	H.A. Contracting Corp.	Carl Lenels	Florida	carl@hacontracting.com	
400	H.A. Contracting Corp.	Mary Ceavers	Florida	henry@hacontracting.com	
401	H.A. Contracting Corp.	Victor Angelo	Florida	henry@hacontracting.com	
402	Barney's Pumps, Inc.	Robbie Pearce	Florida	pearcer@barneypumps.com	
403	Barney's Pumps, Inc.	Michael Vizza	Florida	vizzam@barneypumps.com	
404	Baxter & Woodman	Joanna MacCallum	Illinois	jmacallum@baxterwoodman.com	
405	Baxter & Woodman	Mark Dachsteiner	Illinois	mdachsteiner@baxterwoodman.com	
406	Baxter & Woodman	Lisa Broz	Illinois	lbroz@baxterwoodman.com	
407	Baxter & Woodman	Colin McConnell	Illinois	CMcConnell@baxterwoodman.com	
408	Baxter & Woodman	Rebecca Travis	Illinois	rtravis@baxterwoodman.com	
409	Baxter & Woodman	Samantha Jones	Illinois	marketing@baxterwoodman.com	
410	Murray Logan Construction, Inc.	Kurt Kapsos	Florida	kurt.kapsos@murraylogan.com	
411	P & S Paving, Inc.	Jeff Repenning	Florida	jrepennin@pandspavinginc.com	
412	P & S Paving, Inc.	Skylar Phillips	Florida	sphillips@pandspavinginc.com	
413	P & S Paving, Inc.	Eric Jensen	Florida	ejensen@pandspavinginc.com	
414	P & S Paving, Inc.	Curtis Long	Florida	clong@pandspavinginc.com	
415	P & S Paving, Inc.	Wallace Combs	Florida	wcombs@pandspavinginc.com	
416	P & S Paving, Inc.	Wende Lee	Florida	wlee@pandspavinginc.com	
417	P & S Paving, Inc.	Jimmy Combs	Florida	jcombs@pandspavinginc.com	
418	P & S Paving, Inc.	Diane West	Florida	dwest@pandspavinginc.com	
419	P & S Paving, Inc.	Joe Murray	Florida	jmurray@pandspavinginc.com	
420	Sea Tech of the Florida Keys	Robin Szmansky	Florida	robins@seatech.cc	Small Business, Woman Owned
421	Sea Tech of the Florida Keys	Ryon LaChapelle	Florida	robins@seatech.cc	Small Business, Woman Owned
422	Wright Construction Group, Inc.	Robbie Powell	Florida	robbie.powell@wcgfl.com	
423	Wright Construction Group, Inc.	Matt Hoffman	Florida	matt.hoffman@wcgfl.com	
424	Wright Construction Group, Inc.	Marc Wallace	Florida	marc.wallace@wcgfl.com	
425	Wright Construction Group, Inc.	Ruan Hill	Florida	ruan.hill@wcgfl.com	
426	J. Kokolakis Contracting, Inc.	Andria Sartor	Florida	marketing@jkokolakis.com	
427	J. Kokolakis Contracting, Inc.	Andria Sartor	Florida	asartor@jkokolakis.com	
428	Colliers Engineering & Design	Stephanie Theard	New Jersey	procurement@maserconsulting.com	
429	Colliers Engineering & Design	Beth Ann Wandler	New Jersey	Bwandler@maserconsulting.com	
430	Colliers Engineering & Design	Michelle Eguia	New Jersey	FLProcurement@collierseng.com	
431	CONSOR Engineers, LLC	Kerri Ingham	Texas	Kingham@consoreng.com	
432	CONSOR Engineers, LLC	William Adams	Texas	wadams@consoreng.com	
433	CONSOR Engineers, LLC	Lisa Propps	Texas	lpropps@consoreng.com	
434	CONSOR Engineers, LLC	Lori Williams	Texas	lwilliams@consoreng.com	
435	CONSOR Engineers, LLC	Aren Griffin	Texas	agriffin@consoreng.com	
436	CONSOR Engineers, LLC	Frank Hickson	Texas	fhickson@consoreng.com	
437	CONSOR Engineers, LLC	Nicole Fournier	Texas	nfournier@consoreng.com	
438	CONSOR Engineers, LLC	Kelsey McGaw	Texas	kmcgaw@consoreng.com	
439	CONSOR Engineers, LLC	Brett Howey	Texas	bhowey@consoreng.com	
440	CONSOR Engineers, LLC	Jeannette Harris	Texas	jharris@consoreng.com	
441	CONSOR Engineers, LLC	Darryl Wright	Texas	dwright@consoreng.com	
442	CONSOR Engineers, LLC	Edwin Alagano	Texas	Ealagano@targetengineering.com	
443	CONSOR Engineers, LLC	Randall Scott	Texas	rscott@targetengineering.com	
444	CONSOR Engineers, LLC	Jamal Hassounah	Texas	jamal@targetengineering.com	
445	CONSOR Engineers, LLC	Natalia Sotomayor	Texas	nsotomayor@targetengineering.com	
446	CONSOR Engineers, LLC	R Ahuja	Texas	rahuja@targetengineering.com	
447	CONSOR Engineers, LLC	Raj Rangaswamy	Texas	raj@targetengineering.com	
448	Telemetry and Process Controls, Inc.	Dan Edison	Minnesota	dedison@tpcusa.com	
449	Telemetry and Process Controls, Inc.	Brad Winkles	Minnesota	Bwinkles@tpcusa.com	
450	U.S. Water Services Corporation	Jeff Dupont	Florida	jdupont@uswatercorp.net	
451	U.S. Water Services Corporation	Cathy Gardner	Florida	cgardner@uswatercorp.net	
452	U.S. Water Services Corporation	Hope Anderson	Florida	hope@uswatercorp.net	
453	U.S. Water Services Corporation	Carl Smith	Florida	csmith@uswatercorp.net	
454	U.S. Water Services Corporation	Chad Ashley	Florida	cashley@uswatercorp.com	
455	U.S. Water Services Corporation	U.S. Water Services	Florida	bids@uswatercorp.net	
456	U.S. Water Services Corporation	Christina Crego	Florida	ccrego@uswatercorp.net	

457	U.S. Water Services Corporation	David Schultz, Jr.	Florida	dschultzjr@uswatercorp.net	
458	Ceres Environmental Services	David McIntyre	Minnesota	tia.laurie@ceresenv.com	
459	Ceres Environmental Services	Ross Petron	Minnesota	ross.petron@ceresops.com	
460	Ceres Environmental Services	Tia Laurie	Minnesota	dawn.brown@ceresenv.com	
461	P&H Senesac, Inc.	Alyssa Newell	Vermont	phsenesacinc@gmail.com	
462	West Construction, Inc. & West Architecture + Design, LLC	Racquel Barrett	Florida	rbarrett@westconstructioninc.net	
463	West Construction, Inc. & West Architecture + Design, LLC	Peter Ganci	Florida	pganci@west-arch.com	
464	Ferreira Construction Company Inc.	Tino Garcia	Florida	tinog@ferreiraconstruction.com	Hispanic Owned
465	Ferreira Construction Company Inc.	Job Ireland	Florida	jireland@ferreiraconstruction.com	Hispanic Owned
466	Ferreira Construction Company Inc.	Cecilia Hein	Florida	chein@ferreiraconstruction.com	Hispanic Owned
467	The Corradino Group, Inc.	Larry Johnson	Florida	ljohnson@corradino.com	
468	Commercial Industrial Corporation	Jay Blankenfeld	Florida	jay@ciicl.com	
469	Avanti Company	Tim Devlin	Florida	info@avanticompany.com	
470	Leware Construction Company	Matt Franks	Florida	estimating@lewarecc.com	
471	Florida Chemical Supply, Inc.	Marilyn Exum	Florida	marilynexum1@gmail.com	Small Business, Woman Owned
472	Florida Chemical Supply, Inc.	Kieffer Harris	Florida	kharris@florida-chemical.com	Small Business, Woman Owned
473	Florida Chemical Supply, Inc.	Doug Rowe	Florida	drowe@sphereintegrated.com	Small Business, Woman Owned
474	Florida Chemical Supply, Inc.	Contracting Acct	Florida	contracting@florida-chemical.com	Small Business, Woman Owned
475	Florida Chemical Supply, Inc.	Marc Maseman	Florida	mmaseman@florida-chemical.com	Small Business, Woman Owned
476	Pave-Rite, Inc.	Jeff Korstick	Florida	estimating@paveriteflorida.com	
477	Pave-Rite, Inc.	Jerry Zielski	Florida	jerry@paveriteflorida.com	
478	Westwind Contracting, Inc	Waldy Polizzi	Florida	waldyp50@gmail.com	
479	Westwind Contracting, Inc	Javier Gonzalez	Florida	JavierG@WestwindContracting.com	
480	Westwind Contracting, Inc	Andre Boucher	Florida	waldyp50@gmail.com	
481	Construction Management of Florida, Inc.	Addy C. Lizama	Florida	adel@cmfloridainc.com	Hispanic Owned, Small Business, Woman Owned
482	Southeast Drilling Services, Inc.	Marie Brood	Florida	sed@southeastdrilling.net	Small Business
483	A.C. Schultes of Florida, Inc.	Greg Schultes	Florida	greg.acsfl@acschultes.com	
484	A.C. Schultes of Florida, Inc.	Juan Cepeda	Florida	Juanc@acschultes.com	
485	Globaltech, Inc	Paul Gandy	Florida	pgandy@globaltechdb.com	Small Business
486	Globaltech, Inc	Rachael Cloyd	Florida	rcloyd@globaltechdb.com	Small Business
487	Globaltech, Inc	Tracey Allen	Florida	tallen@globaltechdb.com	Small Business
488	Ranger Construction	Steve Skubal	Florida	estimating@rangerconstruction.com	
489	Ranger Construction	Elena Arango	Florida	elena.arango@rangerconstruction.com	
490	Southeastern Surveying and Mapping Corporation	Marketing Team	Florida	marketing@ssmc.us	
491	Garney Companies, Inc.	Eric Wagner	Missouri	flestimating@garney.com	
492	Garney Companies, Inc.	Jared Baker	Missouri	jared.baker@garney.com	
493	Garney Companies, Inc.	Sonya Puskas	Missouri	spuskas@garney.com	
494	The Redland Company	Eric Leon	Florida	eric.leon@redlandcompany.com	
495	SUPERIOR ASPHALT, INC.	AL MULVEY	Florida	MULVEY70@MSN.COM	
496	Gibbs & Register Inc	Wayne Conover	Florida	EstimAdmin@gibbsreg.com	
497	ICON Supply, Inc. d/b/a ICON Technologies	Mark Tempest	Florida	mtempest@icon-tech.com	Hispanic Owned, Woman Owned
498	ICON Supply, Inc. d/b/a ICON Technologies	Chance Walton	Florida	cwalton@icon-tech.com	Hispanic Owned, Woman Owned
499	MARATHON ELECTRIC SIGN & LIGHT, INC.	KACEY HUNT	Florida	khmthelectric@gmail.com	
500	MARATHON ELECTRIC SIGN & LIGHT, INC.	RANDALL MEARNES	Florida	RMMTHELECTRIC@AOL.COM	
501	Heyward Incorporated	Alex Maas	Florida	amaas@heywardfl.com	
502	Westra Construction Corp.	Mike Beukema	Florida	mike@westraconst.com	
503	Westra Construction Corp.	Michael Gibson	Florida	gibson@westraconst.com	
504	Westra Construction Corp.	Jack Morsink	Florida	jack@westraconst.com	
505	Westra Construction Corp.	Debbie Flint	Florida	debbie@westraconst.com	
506	Dickerson Infrastructure, Inc dba Dickerson Florida, Inc.	Antoinette Peterson	North Carolina	apeterson@dfifi.com	
507	Dickerson Infrastructure, Inc dba Dickerson Florida, Inc.	Keith Burger	North Carolina	kburger@dfifi.com	
508	Dickerson Infrastructure, Inc dba Dickerson Florida, Inc.	Tobias Horne	North Carolina	thorne@dfifi.com	
509	Dickerson Infrastructure, Inc dba Dickerson Florida, Inc.	John Joyner	North Carolina	jjoyner@dickersoninc.com	
510	Dickerson Infrastructure, Inc dba Dickerson Florida, Inc.	Moe Madrigal	North Carolina	mmadrigal@dfifi.com	
511	Dickerson Infrastructure, Inc dba Dickerson Florida, Inc.	Rick Forlifer	North Carolina	RickF@dfifi.com	
512	Dickerson Infrastructure, Inc dba Dickerson Florida, Inc.	John Korswold	North Carolina	jkorswold@dfifi.com	
513	National Metering Services, Inc.	William Castle	New Jersey	wcastle@nmsnj.com	
514	Tri-Sure Corp.	Jason Chambers	Florida	trisure@aol.com	
515	Kenyon & Partners, Inc	Admin Estimator	Florida	bids@kenyonandpartners.com	Small Business
516	The Weitz Company	Meg Heppner	Florida	meg.heppner@weitz.com	
517	The Weitz Company	Cheri Pavlik	Florida	cheri.pavlik@weitz.com	
518	The Weitz Company	Michael Thomas	Florida	michael.thomas@weitz.com	
519	Lanzo Construction Company	James Tilli	Florida	estimating@lanzo.org	
520	Youngquist Brothers, Inc.	Matt Young	Florida	Matt@youngquistbrothers.com	
521	Youngquist Brothers, Inc.	Kyle Herbers	Florida	SummitSWFL@gmail.com	
522	Youngquist Brothers, Inc.	Bill Musselwhite	Florida	bill@youngquistbrothers.com	
523	Youngquist Brothers, Inc.	Harvey Youngquist	Florida	harvey@youngquistbrothers.com	
524	Sunbelt Rentals	Teri Soobitsky	Florida	teresa.soobitsky@sunbeltrentals.com	
525	Ameresco	Jorge Garcia	Massachusetts	igarcia@ameresco.com	
526	Ameresco	Coleen Lorms	Massachusetts	clorms@ameresco.com	
527	Ameresco	Darrick Hatch	Massachusetts	dhatch@ameresco.com	
528	Ameresco	FL Support	Massachusetts	FLSupport@ameresco.com	
529	Ameresco	Southeast BidsLeads	Massachusetts	southeastbidsleads@ameresco.com	
530	Ameresco	Samantha Hellmuth	Massachusetts	shellmuth@ameresco.com	
531	Ameresco	Sarah Price	Massachusetts	sprice@ameresco.com	
532	Ameresco	Juliette Brown	Massachusetts	jubrown@ameresco.com	
533	Ameresco	Patricia Latimer	Massachusetts	bidserviceleads@ameresco.com	
534	Ameresco	Sara Koenigshof	Massachusetts	skenigshof@ameresco.com	
535	Davco Electrical Contractors Corp.	Estimating Department	Florida	estimating@davcoelectric.com	
536	Synagro Technologies, Inc.	Kathleen Wright	Maryland	salessupport@synagro.com	
537	Arduro Group, Inc.	Elizabeth Lyle	Florida	elyle@kingengineering.com	
538	Arduro Group, Inc.	King Engineering Bids	Florida	bids@kingengineering.com	
539	Intercounty Engineering, Inc	Shelley McDougle	Florida	smcdougle@intercountyengineering.com	Small Business
540	Intercounty Engineering, Inc	Ashley Warren	Florida	bids@rfcenvironmental.com	Small Business
541	DeJonge Excavating Contractors, Inc.	Andrew DeJonge	Florida	Adejonge@dejongeexcavating.com	
542	DeJonge Excavating Contractors, Inc.	Abram Travers	Florida	Atravers@dejongeexcavating.com	
543	DeJonge Excavating Contractors, Inc.	Miles Hall	Florida	mhall@dejongeexcavating.com	
544	DeJonge Excavating Contractors, Inc.	Leigh DeJonge	Florida	ldejonge@dejongeexcavating.com	
545	DeJonge Excavating Contractors, Inc.	Steve Hanchey	Florida	Shanchey@dejongeexcavating.com	
546	Avcon, Inc.	Meghann Kriss	Florida	mkriss@avconinc.com	Asian/Hawaiian Owned, Small Business
547	Miller Pipeline Corporation	Jeff Newman	Indiana	jeff.newman@millerpipeline.com	
548	Miller Pipeline Corporation	Jesse Murrell	Indiana	jesse.murrell@millerpipeline.com	

549	Miller Pipeline Corporation	Charles Bell	Indiana	charles.bell@millerpipeline.com	
550	Miller Pipeline Corporation	Butch Lanaville	Indiana	jeff.newman@millerpipeline.com	
551	Miller Pipeline Corporation	Emy Belich	Indiana	jeff.newman@millerpipeline.com	
552	C&D Construction, Inc.	Amy Leslie	Florida	amy@c-dconstruction.com	Native American Owned
553	Douglas N. Higgins, Inc.	Kelly Wilkie	Michigan	kwilkie2000@dnhiggins.com	
554	CHA Consulting, Inc.	Lauren Voit	New York	lvoit@chacompanies.com	Small Business
555	CHA Consulting, Inc.	Maria Gouveia	New York	mgouveia@chacompanies.com	Small Business
556	CHA Consulting, Inc.	Mark Burgess	New York	mburgess@reisseng.com	Small Business
557	CHA Consulting, Inc.	Robert Reiss	New York	creiss@chacompanies.com	Small Business
558	SEMCO Construction Inc.	Jennifer Hall	Florida	bids@semco.cc	
559	Woodruff & Sons, Inc.	Dennis Holt	Florida	dennish@woodruffandsons.com	
560	Woodruff & Sons, Inc.	Rick Hoffman	Florida	rich@woodruffandsons.com	
561	Woodruff & Sons, Inc.	Chad Wakeman	Florida	chadw@woodruffandsons.com	
562	Hyatt Survey Services, Inc. (WBE)	Lauri Mendoza	Florida	lauri@hyattsurvey.com	Small Business, Woman Owned
563	Hyatt Survey Services, Inc. (WBE)	Amy Kerl	Florida	amyk@hyattsurvey.com	Small Business, Woman Owned
564	Hyatt Survey Services, Inc. (WBE)	Howard Hartung	Florida	howard@hyattsurvey.com	Small Business, Woman Owned
565	Hyatt Survey Services, Inc. (WBE)	Russell Hyatt	Florida	russell@hyatt-survey.com	Small Business, Woman Owned
566	Envirosales of Florida, Inc.	Karen Wolfe	Florida	karen@envirosalesofflorida.com	
567	Engineer Service Corporation	Kelly Atkins	Florida	katkins@escscada.com	Small Business, Woman Owned
568	Engineer Service Corporation	Richard Gregg	Florida	rgregg@escscada.com	Small Business, Woman Owned
569	M. Gay Constructors, Inc.	Mike Gay	Florida	MgcMikeG@gmail.com	
570	Weekley Asphalt Paving, Inc.	Wayne Weekley	Florida	danweekley@weekleyasp.com	
571	Weekley Asphalt Paving, Inc.	Gail Floyd	Florida	kimc@weekleyasp.com	
572	Grove Welders, Inc.	Dave Whitehouse	Florida	info@grovewelders.com	Small Business
573	Grove Welders, Inc.	Linda Wafford	Florida	linda_wafford_grovewelders@yahoo.com	Small Business
574	Man Con, Inc.	Anthony Mancini	Florida	anthonym@mancon.ws	
575	Man Con, Inc.	Roberto Ponce de Leon	Florida	robertop@mancon.ws	
576	Man Con, Inc.	Kevin Bessy	Florida	kevinb@mancon.ws	
577	Man Con, Inc.	Mike Jacobelli	Florida	mikel@mancon.ws	
578	Man Con, Inc.	Luke Mancini	Florida	lukej.mancini@gmail.com	
579	Man Con, Inc.	Kate Long	Florida	katel@mancon.ws	
580	Man Con, Inc.	Guy Mancini	Florida	guygm@mancon.ws	
581	QGS Development, Inc.	Joseph Rodi	Florida	jrodi@qgsdevelopment.com	
582	QGS Development, Inc.	Patricia Price	Florida	pprice@qgsdevelopment.com	
583	Charley Toppino & Sons Inc.	Ashley Peattie	Florida	ashley@charleytoppinoandsons.com	Small Business, Veteran Owned
584	Charley Toppino & Sons Inc.	Jason Pfahl	Florida	jason@charleytoppino.com	Small Business, Veteran Owned
585	Charley Toppino & Sons Inc.	Andrew Toppino	Florida	atoppino@charleytoppino.com	Small Business, Veteran Owned
586	Charley Toppino & Sons Inc.	Patrick Ortega	Florida	patrick@charleytoppinoandsons.com	Small Business, Veteran Owned
587	Chinchor Electric, Inc.	Don Hasco	Florida	estimating@chinchorelectric.com	
588	BILTMORE CONSTRUCTION COMPANY, INC.	Kristin Downer	Florida	kdowner@biltmoreconstruction.com	
589	BILTMORE CONSTRUCTION COMPANY, INC.	Travis Parker	Florida	tparker@biltmoreconstruction.com	
590	BILTMORE CONSTRUCTION COMPANY, INC.	Kim Madley	Florida	kmadley@biltmoreconstruction.com	
591	Metro Equipment Service, Inc.	Jorge Fonte	Florida	jfonte@mesinc.us	
592	Metro Equipment Service, Inc.	Abbey Fiallo	Florida	af@mesinc.us	
593	Summit Construction	Christy Schwartz	Florida	christy@summitcm.net	
594	The Morganti Group, Inc.	Marketing Morganti	Connecticut	marketingfl@morganti.com	
595	The Morganti Group, Inc.	Lindsey Albertson	Connecticut	lalbertson@morganti.com	
596	The Morganti Group, Inc.	Stephen Sines	Connecticut	ssine@morganti.com	
597	The Morganti Group, Inc.	Brent Martin	Connecticut	bmartin@morganti.com	
598	The Morganti Group, Inc.	Mike Olenick	Connecticut	molenick@morganti.com	
599	Miller Legg	Cara Pasquale	Florida	cpasquale@millerlegg.com	
600	Miller Legg	Kathie Brennan	Florida	kbrennan@millerlegg.com	
601	Miller Legg	Marina Hannwacker	Florida	mhanwacker@millerlegg.com	
602	Miller Legg	Sherry Rini	Florida	srini@millerlegg.com	
603	Consolidated Pipe and Supply, Inc.	Joe Cobb	Alabama	jcobb@consolidatedpipe.com	
604	Consolidated Pipe and Supply, Inc.	Matt Cobb	Alabama	Matt.Cobb@cpspipe.com	
605	Consolidated Pipe and Supply, Inc.	Alex Ashton	Alabama	alex.ashton@cpspipe.com	
606	Consolidated Pipe and Supply, Inc.	Walt Cobb	Alabama	wcobb@consolidatedpipe.com	
607	Consolidated Pipe and Supply, Inc.	Joe Strauss	Alabama	jstrauss@consolidatedpipe.com	
608	Consolidated Pipe and Supply, Inc.	Lee Simmons	Alabama	lsimmons@consolidatedpipe.com	
609	Austin Tupler Trucking, Inc.	Glen Tupler	Florida	tupler@tuplertrucking.com	
610	Austin Tupler Trucking, Inc.	Tyler Hogen	Florida	tupler380@gmail.com	
611	Austin Tupler Trucking, Inc.	Blake Simmons	Florida	blake@tuplertrucking.com	
612	Austin Tupler Trucking, Inc.	Ernesto Caballos	Florida	estimating@tuplertrucking.com	
613	Traffic Control Devices, LLC	Rob Rebert	Florida	r.rebert@tcd-usa.com	
614	Traffic Control Devices, LLC	James Cox	Florida	j.cox@tcd-usa.com	
615	Hazen and Sawyer	Ana Maria Gonzalez	New York	agonzalez@hazenandsawyer.com	
616	Hazen and Sawyer	Julie Forgione	New York	jforgione@hazenandsawyer.com	
617	Hazen and Sawyer	Hazen Sawyer	New York	lnovetzke@hazenandsawyer.com	
618	Brown and Caldwell	Mariana Hernandez	Florida	MHernandez1@brwncald.com	
619	Brown and Caldwell	Ann Redmond	Florida	aredmond@brwncald.com	
620	Brown and Caldwell	Stacia Wilbeck	Florida	Swilbeck@brwncald.com	
621	Brown and Caldwell	Tonya Simmons	Florida	tsimmons@brwncald.com	
622	Brown and Caldwell	Robbin Kilgore	Florida	RKilgore@BrwnCald.com	
623	Ferguson Enterprises, Inc. - Waterworks	Michael Catalano	Florida	Michael.Catalano@Ferguson.com	
624	Ferguson Enterprises, Inc. - Waterworks	Dustin Francisco	Florida	Dustin.Francisco@Ferguson.com	
625	Ferguson Enterprises, Inc. - Waterworks	Justin Montandon	Florida	justin.montandon@ferguson.com	
626	Ferguson Enterprises, Inc. - Waterworks	Michelle Spiegel	Florida	michelle.spiegel@ferguson.com	
627	Wade Trim, Inc.	Carolina Pachano	Florida	cpachano@wadetrim.com	
628	Stantec Consulting Services, Inc.	Grace Morales	Florida	grace.morales@stantec.com	
629	Stantec Consulting Services, Inc.	Leslie Cleveland	Florida	leslie.cleveland@stantec.com	
630	J. B. Coxwell Contracting, Inc.	Garland Chick	Florida	estimating@jbcxwell.com	
631	J. B. Coxwell Contracting, Inc.	Blake Sherrod	Florida	BlakeS@JBCoxwell.com	
632	Prince Contracting, LLC	Tricia Hardy	Florida	tmhardy@princecontracting.com	
633	Prince Contracting, LLC	Quinn Yowell	Florida	qyowell@princecontracting.com	
634	GLE Associates Inc	Robert Greene	Florida	vbecerra@gleassociates.com	
635	GLE Associates Inc	Marketing Account	Florida	marketing@gleassociates.com	
636	GLE Associates Inc	Robert Greene	Florida	bgreene@gleassociates.com	
637	Black & Veatch	Sheree Little	Florida	LittleSZ@bv.com	
638	Black & Veatch	Rafael Frias	Florida	Friasre@bv.com	
639	Black & Veatch	Jaclyn Hines	Florida	hinesj@bv.com	
640	Core & Main	Benjamin Strasser	Florida	benjamin.strasser@coreandmain.com	

641	Core & Main	Kelly Pullar	Florida	kelly.pullar@coreandmain.com	
642	Core & Main	Joel Keller	Florida	Joel.keller@coreandmain.com	
643	Core & Main	Fred Danforth	Florida	fred.danforth@coreandmain.com	
644	Core & Main	Alexis Diaz	Florida	alexis.diaz@coreandmain.com	
645	Core & Main	Javier Rezakhani	Florida	javier.rezakhani@coreandmain.com	
646	Core & Main	Bruce Berry	Florida	bruce.berry@coreandmain.com	
647	FJ Nugent & Associates	Fred Nugent	Florida	fred@nugentco.com	
648	ART WALKER CONSTRUCTION INC	Tarrah Walker	Florida	office@artwalkerconstruction.com	
649	Mead & Hunt, Inc.	Lauren Engle	Texas	lauren.engle@meadhunt.com	
650	Mead & Hunt, Inc.	Florida RFQ	Texas	FloridaRFQ@meadhunt.com	
651	Mead & Hunt, Inc.	Bernadette Fox	Texas	bernadette.fox@meadhunt.com	
652	Power & Pumps, Inc.	Rick DeNucci	Florida	rdenucci@powerandpumps.com	Small Business
653	Power & Pumps, Inc.	David Williams	Florida	rdenucci@powerandpumps.com	Small Business
654	Power & Pumps, Inc.	Yoel Romero	Florida	rdenucci@powerandpumps.com	Small Business
655	Power & Pumps, Inc.	Bill Frandsen	Florida	rdenucci@powerandpumps.com	Small Business
656	Power & Pumps, Inc.	David Lee	Florida	dlee@powerandpumps.com	Small Business
657	Power & Pumps, Inc.	Tony Comer	Florida	tcomer@powerandpumps.com	Small Business
658	R H MOORE & ASSOCIATES INC	Jeff Peterson	Florida	info@rhmooreassociates.com	
659	Wharton-Smith, Inc.	Dawn Crary	Florida	dcrary@whartonsmith.com	
660	Wharton-Smith, Inc.	Cass Hurst	Florida	churst@whartonsmith.com	
661	Wharton-Smith, Inc.	Becky Titus	Florida	btitus@whartonsmith.com	
662	Wharton-Smith, Inc.	Matt Passarella	Florida	mpassarella@whartonsmith.com	
663	Wharton-Smith, Inc.	Johnathan Wilkes	Florida	jwilkes@whartonsmith.com	
664	Wharton-Smith, Inc.	Andrew Kennelly	Florida	akennelly@whartonsmith.com	
665	Wharton-Smith, Inc.	General Account	Florida	demandstar@whartonsmith.com	
666	Wharton-Smith, Inc.	Nate Hillard	Florida	nhillard@whartonsmith.com	
667	Wharton-Smith, Inc.	Rick Bundy	Florida	rbundy@whartonsmith.com	
668	Wharton-Smith, Inc.	Carly Burleson	Florida	cburleson@whartonsmith.com	
669	Sulphuric Acid Trading Co Inc	Katie Bain	Florida	KBain@satcoinc.net	
670	Sulphuric Acid Trading Co Inc	Susan Forney	Florida	sforney@satcoinc.net	
671	Sulphuric Acid Trading Co Inc	Sulphuric Acid Trading Com	Florida	KBain@satcoinc.net	
672	Lhoist North America	Elizabeth Hart	Florida	elizabeth.hart@lhoist.com	
673	Electric Sales Associates, Inc.	Dino Barone	Florida	dinob@electricsalesinc.com	
674	Electric Sales Associates, Inc.	General Login	Florida	dinob@electricsalesinc.com	
675	Electric Sales Associates, Inc.	Will Carrasco	Florida	willc@electricsalesinc.com	
676	Florida Design Contractors	Amanda Denton	Florida	bids@floridadesigncontractors.com	
677	Tom Evans Environmental , Inc.	Dennis Szczepanek	Florida	ds@tomevans.com	
678	Tom Evans Environmental , Inc.	Mark VanDyke	Florida	mark@tomevans.com	
679	Sawcross, Inc.	Mark Hickinbotham	Florida	markh@sawcross.com	
680	The Middlesex Corporation	Evelyn Sergeant	Massachusetts	esergeant@middlesexco.com	
681	The Middlesex Corporation	Joe Meier	Massachusetts	jmeier@middlesexco.com	
682	The Middlesex Corporation	David Socci	Massachusetts	dsocci@mdlsxco.com	
683	CDM Smith	Jennie Pierson	Virginia	piersonjl@cdmsmith.com	
684	CDM Smith	Janeen Skelly	Virginia	skellyjr@cdmsmith.com	
685	CDM Smith	Katy O'Brien-Connell	Virginia	obrienconnellkm@cdmsmith.com	
686	Walker Miller Equipment Company	Connie Miller	Florida	connie@walkermiller.com	Small Business, Woman Owned
687	Walker Miller Equipment Company	David Curbow	Florida	david@walkermiller.com	Small Business, Woman Owned

Member Name Islamorada, Village of Islands
Bid Number RFQ-23-10-0-2023/MS
Bid Name Professional Contractor Services for Wastewater

1 Document(s) found for this bid

16 Planholder(s) found

Supplier Name	Full Name	Email	Address1	Address2	City	State	Postal Code	Phone
Belle Construction Services LLC	Blaine Lounsbury	BELLECONSTRUCTIONSERVICES@GMAIL.COM	95175 Overseas Hwy		Key Largo	FL	33037	3057109911
CES Consultants, Inc.	Rudy M. Ortiz	rortiz@cesconsult.com	880 SW 145th Avenue	Suite 106	Pembroke Pines	FL	33027	9546134353
Clean Infusion	Ed Pastorino	epastorino@cleaninfusion.com	2505 Shepard Blvd		Columbia	MO	65201	2676981176
D&S Steel inc	Justin Stancil	dssteel.jstancil@gmail.com	19450 SW 5th place		Dunnellon	FL	34431	3526827073
Dodge Data	Bonny Mangold	dodge.docs@construction.com	4300 Beltway Place, Ste 150		Arlington	TX	76018	4133767032
Fortiline, Inc. d/b/a Fortiline Waterworks	Fortiline, Inc d/b/a Fortiline Waterwork	Julie.cline@fortiline.com	3100 Starmount Park Blvd.	APT 3128	CONCORD	NC	28027	7047889800
Garney Companies, Inc.	Eric Wagner	flestimating@garney.com	1700 Swift Street		North Kansas City	MO	64116	8167467206
Gulf-Atlantic Construction Group Inc.	David Hahn	djhahn08@gmail.com	2325 Fogarty Ave Rear		Marathon	FL	33040	3053045207
Intercounty Engineering, Inc	Shelley McDougale	smcdougale@intercountyengineering.com	1030 4 Court SW		Vero Beach	FL	32962	7726338242
JAM Environmental & Vacuum Services	Sean Hagerott	shagerott@jamenvironmental.com	250 SW 21 Terrace		Ft. Lauderdale	FL	33312	9546252310
Lawrence Lee Construction Services, Inc.	Geoffrey L Schmidt	GS@LawrenceLeeConstruction.com	50 NE Dixie Hwy	Suite a6	Stuart	FL	34994	5615787715
Mike Haack Excavating Inc.	Chris Haack	mxchris10@aol.com	PO Box 430725		Big Pine Key	FL	33043	3054818053
Nearshore Electric, Inc.	Jeffery Kirk	Nearshore@bellsouth.net	5680 1ST AVENUE #5		KEY WEST	FL	33040	3052943991
Onvia, Inc. - Content Department	Content Source Management	sourcingsupport@deltek.com	509 Olive Way, Suite 400		Seattle	WA	98101	2063739500
Reynolds Construction, LLC	Jeanie Lucas	jeanie.lucas@reynoldscon.com	6225 N County Rd. 75 East	Suite 200B	Jacksonville	FL	47452	9046959290
The Stout Group, LLC	Joey Sanchez	bids@thestoutgroup.com	10850 NW 138th Street	Bay #3	Hialeah Gardens	FL	33018	3052168406

mary swaney

Subject: New Bid Posting: RFQ 23-10 Professional Contractor Services for Wastewater for www.islamorada.fl.us

From: Open Bids <listserv@civicplus.com>

Sent: Thursday, June 29, 2023 9:06 AM

To: mary swaney <mary.swaney@islamorada.fl.us>

Subject: New Bid Posting: RFQ 23-10 Professional Contractor Services for Wastewater for www.islamorada.fl.us

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The purpose of this RFQ is to solicit sealed cost proposals from professional electrical, plumbing, and other contractors to provide the materials and services for various maintenance and repair services for the Village's central wastewater collection and transmission system in order to establish long-term Non-Exclusive Continuing Services Agreements with three (3) to five (5) qualified contractors to complete the necessary Projects.

PROFESSIONAL CONTRACTOR SERVICES FOR WASTEWATER

[RFQ 23-10 PROFESSIONAL CONTRACTOR SERVICES FOR WASTEWATER](#)

... [Read on](#)

Status	Open
Bid Category	Open Bids
Publication Date/Time	June 29, 2023, 09:00 AM
Closing Date/Time	July 31, 2023, 03:00 PM

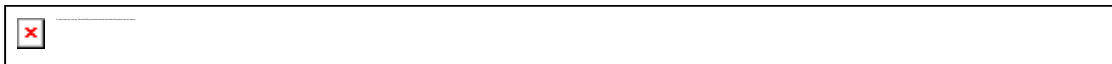
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From: Islamorada, Village of Islands <amanda.merren+islamorada.fl.us@ccsend.com>
Sent: Thursday, June 29, 2023 9:52 AM
To: mary swaney
Subject: Request For Qualifications Professional Contractor Services For Wastewater System (Rfq 23 10)



Islamorada, Village of Islands
News
June 29, 2023



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REQUEST FOR QUALIFICATIONS
PROFESSIONAL CONTRACTOR SERVICES FOR WASTEWATER SYSTEM
(RFQ 23-10)

Issue Date: June 29, 2023

Islamorada, Village of Islands (the "Village"), will receive formal proposals to include qualifications to provide professional electrical, plumbing, and trades for various maintenance and repair services for the Village's central wastewater collection and transmission system. Formal proposals will be accepted until 3:00 p.m. Eastern Standard Time on July 31, 2023.

Interested proposers must submit sealed proposal packages by certified mail or in person to:

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

To be eligible for selection consideration, a submittal package must contain all documentation detailed in Section VII of this document. Proposers must submit one (1) original printed package and five (5) printed copies, and one (1)

electronic copy provided by email attachment or cloud storage link. The printed documents shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the contractor and bear the following title: Islamorada, Village of Islands "Professional Contractor Services for Wastewater System (RFQ 23-10)."

The electronic copy should be identical to the original printed package in natively converted PDF format and include "RFQ 23-10" in the document title. Submit the electronic document or link to the cloud storage site via email to clerk@islamorada.fl.us within 24-hours after 3:00 p.m. Eastern Standard Time on July 31, 2023.

All costs of preparation of Proposal Documents will be borne by the Proposer.

It is the sole responsibility of proposing firms to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

Click [HERE](#) for more information



Islamorada, Village of Islands | 86800 Overseas Highway, Islamorada, FL 33036

[Unsubscribe](#) mary.swaney@islamorada.fl.us

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June 29 · 🌐

REQUEST FOR QUALIFICATIONS

Published: Jun 29, 2023 @ 10:48 AM

PROFESSIONAL CONTRACTOR SERVICES FOR WASTEWATER SYSTEM (RFQ 23-10)

Issue Date: June 29, 2023... [See more](#)



MYEMAIL.CONSTANTCONTACT.COM

Request For Qualifications Professional Contractor Services For Wastewater System (Rfq 23 10)



REQUEST FOR QUALIFICATIONS

PROFESSIONAL CONTRACTOR SERVICES FOR WASTEWATER
SYSTEM
(RFQ 23-10)

Issue Date: June 29, 2023

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REQUEST FOR QUALIFICATIONS

PROFESSIONAL CONTRACTOR SERVICES FOR WASTEWATER SYSTEM (RFQ 23-10)

Issue Date: June 29, 2023

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Islamorada
Village of Islands

REQUEST FOR QUALIFICATIONS

**PROFESSIONAL CONTRACTOR SERVICES FOR WASTEWATER
SYSTEM
(RFQ 23-10)**

Issue Date: June 29, 2023

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or Scan the QR Code below for more information





Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: September 7, 2023
SUBJECT: **Resolution Approving a First Amendment to Work Authorization No. 4 between Page Excavating, Inc., and the Village- TAB 10**

Background:

Resulting from a competitive bid process conducted by the Village in 2018 to establish a library or pool of contractors to support the Wastewater Department, the Village entered into a Continuing Services Agreement ("CSA") with Page Excavating, Inc. ("Page") effective May 24, 2018. Through work authorizations entered each year under the CSA, Page has assisted the Village with vacuum pit, grinder pit, poly check valve, vacuum pit concrete ring replacements, and emergency repairs.

At its meeting on April 13, 2023, the Village Council adopted Resolution No. 23-04-41 approving Work Authorization No. 4 under the CSA for services in FY 2022-2023 for a not-to-exceed amount of \$2,200,000.00.

Analysis:

The attached Resolution provides approval for a First Amendment to Work Authorization No. 4. Exhibit "1" to the First Amendment to Work Authorization No. 4 provides a listing of additional work needed to be performed in FY 2022-2023 through September 30, 2023, and an estimate of the cost of those services. The First Amendment would add an additional \$100,000.00 to the not-to-exceed amount in Work Authorization No. 4 with Page of \$2,200,000.00.

Budget Impact:

The purchases / payments would be recorded primarily in the Wastewater Enterprise Fund's Capital Outlay – Infrastructure account with Repair and Maintenance costs being recorded in the Repair and Maintenance account. The original FY 2022-2023 Wastewater Enterprise Fund budget included \$200,000.00 for infrastructure capital projects and \$530,000.00 for repair and maintenance costs. Budget amendments approved by the Village Council during the course of the fiscal year transferred \$1,800,000.00 in funds budgeted for the NPK Pump Station project to the Wastewater Infrastructure account to cover Pages's services and the cost of other services and purchases estimated at that time. At the end of the year, infrastructure capital project expenses will be capitalized as assets of the Village-wide wastewater collection and transmission system. A final budget amendment will be presented to the Village Council at the fiscal year-end.

Wastewater rates are the funding source for Page's services pending identification of eligible

invoices to the U. S. Army Corps of Engineers' ("USACE") Florida Keys Water Quality Improvement Program ("FKWQIP") grant for reimbursement funding at 65%. Congress has allocated \$2 million to the Village for FY 2022-2023 for reimbursement of invoices meeting the scope of the FKWQIP grant agreement. In order to receive the full \$2 million in grant funds, the Village must identify \$3,300,000.00 in invoices for eligible water quality projects by September 15, 2023.

Staff Impact:

Village Wastewater staff will oversee the completion of the work and request services as needed.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving a First Amendment to Work Authorization No. 4 Between Page and the Village.

- Attachments:**
1. 2_Reso_Amend 1 to Page WA #4_090723 RVCM
 2. 3_Ex A_Amend 1 to Work Auth #4_090723 RVCM
 3. 4_Ex 1 to WA #4_090723 RVCM

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 4 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, INCREASING THE NOT-TO-EXCEED AMOUNT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at its meeting on April 13, 2023, the Village Council of Islamorada, Village of Islands, (the "Village Council") adopted Resolution No. 23-04-41 approving Work Authorization No. 4 with Page Excavating, Inc. ("Page") to provide Wastewater Construction, Installation, and Repair Services to the Village's Wastewater Department for a not-to-exceed fee of Two Million Two Hundred Thousand and no/100 Dollars (\$2,200,000.00); and

WHEREAS, the Wastewater Department has identified additional work needed through September 30, 2023, at an increased cost of One Hundred Thousand and no/100 Dollars (\$100,000.00) bringing the total not-to-exceed amount to Two Million Three Hundred Thousand and no/100 Dollars (\$2,300,000.00); and

WHEREAS, the Village Council finds that approval of the First Amendment to Work Authorization No. 4 attached as Exhibit "A" with Page is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. **Approval of First Amendment.** The Village Council hereby approves the First Amendment to Work Authorization No. 4 between Page and the Village for provision of services through September 30, 2023, and increasing the not-to-exceed fee to Two Million Three Hundred and no/100 Dollars (\$2,300,000.00).

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the First Amendment.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the First Amendment.

Section 5. **Execution of Amendment.** The Village Manager is authorized to execute the First Amendment to Work Authorization No. 4 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Amendment and to execute any extensions and/or amendments to the Amendment, subject to the approval as to form and legality by the Village Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Joliin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED this ____ day of _____, 2023.

JOSEPH B PINDER III, MAYOR

ATTEST:

KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, VILLAGE ATTORNEY

**FIRST AMENDMENT TO
WORK AUTHORIZATION NO. 4
Between
ISLAMORADA, VILLAGE OF ISLANDS
And
PAGE EXCAVATING, INC.**

This First Amendment to Work Authorization No. 4 under a Continuing Services Agreement (the "First Amendment") is made and entered into this _____ day of _____, 2023, between Islamorada, Village of Islands ("VILLAGE") and Page Excavating, Inc. ("CONSULTANT").

WHEREAS, the VILLAGE and CONSULTANT entered into a Continuing Services Agreement ("CSA") for professional services dated May 24, 2018; and

WHEREAS, the VILLAGE and CONSULTANT entered into Work Authorization No. 4 under the CSA Wastewater Construction, Installation, and Repair Services, with a not-to-exceed amount of Two Million Two Hundred Thousand and no/100 Dollars (\$2,200,000.00) and a termination date of September 30, 2023; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this First Amendment to increase the not-to-exceed cost of Work Authorization No. 4 by One Hundred Thousand and no/100 Dollars (\$100,000.00).

NOW THEREFORE, in consideration of mutual promises, covenants and contracts stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, VILLAGE and CONSULTANT hereby agree as follows:

Section 1. Amendment to Work Authorization. Work Authorization No. 4 is amended to read as follows:

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay CONSULTANT an amount not to exceed ~~Two Million Two Hundred Thousand and no/100 Dollars (\$2,200,000.00)~~ **Two Million Three Hundred Thousand and no/100 Dollars (\$2,300,000.00)** as compensation for performance of installing the poly check valves in the low pressure force main, concrete repair work around

vacuum pit lids, and other services listed on Exhibit "1". It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

Section 2. No Further Modifications. All other terms and conditions of the existing Project Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

Marne McGrath, Village Clerk

By:_____
Bryan Cook, Interim Village Manager

Date:_____

Approved as to Form and Legality
for the Use and Benefit of Islamorada,
Village of Islands only

John J. Quick, Village Attorney

PAGE EXCAVATING, INC.

By:_____

Print Name:_____

Title:_____

Date:_____

Estimate

Page Excavating
88005 Overseas Hwy #10-237
Islamorada, FL 33036
Office Phone: (305) 481-4898
page_excavating@yahoo.com

Estimate Date: 8/30/2023

For Services through September 30, 2023

<u>Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total</u>
27	Ring & Vent Replacements	\$ 1,000.00	\$ 27,000.00
2	New Vacuum Pits (Hibiscus St. & Plantation Dr., NPK)	\$ 13,000.00	\$ 26,000.00
285'	New Connection Points w/Laterals	\$ 60.00	\$ 17,100.00
	Emergency Repairs / R&M		\$ 29,900.00
	TOTAL		\$ 100,000.00



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: September 7, 2023
SUBJECT: **Resolution Opposing Consolidation of 16th and 11th Judicial Circuits- TAB 11**

Background:

Chief Justice of the Florida Supreme Court Carlos Muñiz created a Judicial Circuit Assessment Committee on June 30, 2023 via Administrative Order SC23-35, in response to a letter from House Speaker Paul Renner asking the court to consider whether a consolidation of the state's existing judicial circuits is warranted, noting the current boundaries of the judicial circuits have been in place since 1969, "notwithstanding the significant population and demographic changes of the past 50 years."

Speaker Renner suggested that consolidation of circuits might generate substantial cost savings and "increase public trust and confidence" in the judiciary through greater efficiency and uniformity in the judicial process. The Judicial Circuit Assessment Committee will investigate whether it is beneficial for cost savings measures, increased public trust, and greater efficiency and uniformity in the judicial process to consolidate the judicial circuits. Once their findings are complete, the Committee will present them to the Florida Supreme Court with a recommendation of whether they consider it beneficial for the judicial circuits to consolidate. These findings and recommendations will be presented by December 1, 2023.

One of the changes being considered by the Committee is to consolidate the Monroe County and Miami-Dade County judicial circuits into a single circuit.

Information about the Judicial Assessment Committee can be found here: <https://www.flcourts.gov/Administration-Funding/Court-Councils-Commissions-and-Committees/Judicial-Circuit-Assessment-Committee>

Analysis:

The proposed consolidation of the Monroe County and Miami-Dade judicial circuits would have a profound impact on Village residents. It has the potential to dilute the voices of Village residents when it comes to the elections of the State Attorney and Public Defenders. Any such consolidation also runs a significant risk of lessening the prosecution of criminal violations which in Monroe County are significant, but may be viewed as less significant in Miami-Dade. Furthermore, the risk of consolidating an Area of Critical State Concern with a county that has no such oversight or experience could significantly impact the health, safety, and livelihoods of Village residents.

The next Judicial Assessment Committee meeting will be held on September 15, 2023 at 11:00am. Residents can register to attend the meeting via the following link:

Budget Impact:

None.

Staff Impact:

None.

Recommendation:

- Attachments:**
1. 4767099-Resolution opposing consolidation of Monroe County and Miami-Dade County judicial circuits
 2. Florida R. Gen. Prac. Jud. Admin. Rule 2.241
 3. Mayor Cates letter to Speaker Renner opposing Judicial Consolidation
 4. Monroe PD opposiiton to circuit consolidation
 5. Judicial Circuit Assessment Committee workplan

RESOLUTION _____

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, EXPRESSING OPPOSITION TO CONSOLIDATION OF JUDICIAL CIRCUITS, SPECIFICALLY THE CONSOLIDATION OF THE 16TH AND 11TH JUDICIAL CIRCUITS.

WHEREAS, the Judicial Circuit Assessment Committee (the "Committee") convened on July 14, 2023 and is charged with evaluating whether there is a need to consolidate Florida's judicial circuit courts, within District Courts of Appeal ("DCA") boundaries, considering the following criteria, in accordance with Florida Rules of General Practice and Judicial Administration Rule 2.241(c): effectiveness, efficiency, access to courts, professionalism, public trust and confidence, and additional criteria; and

WHEREAS, the Committee will examine data and information, survey stakeholders, hold public hearings, consider fiscal and operational impacts, and issue findings and recommendations to the Legislature with regard to the consolidation of judicial circuits by December 1, 2023; and

WHEREAS, there are 20 judicial circuits in the State, and each circuit is comprised of one or more counties, and Monroe County is currently in its own judicial circuit – namely, the 16th Judicial Circuit; and

WHEREAS, consolidation will only be considered within DCA boundaries; and

WHEREAS, the Third District Court of Appeal is presently made up of two judicial circuits, Monroe County (16th Circuit) and Miami Dade County (11th Circuit); and

WHEREAS, the judicial circuit profiles in the chart below was provided in the Committee's materials (below in the chart) and demonstrate the vastly different size and operation of each circuit; and

Circuit/County	Filings			Dispositions			Number of Judges		Population	Square Miles
	Circuit	County	Total	Circuit	County	Total	Circuit	County		
11 th Circuit (Miami-Dade)	75,503	728,029	803,532	83,226	757,476	840,702	80	43	2,757,592	1,900
16 th Circuit (Monroe)	3,208	13,819	17,027	3,125	14,370	17,495	4	4	83,961	983

WHEREAS, the Village Council believes consolidating the State’s smallest circuit into State’s largest circuit will certainly diminish, if not entirely curtail, the effectiveness, efficiency, and access of the circuit’s services on behalf of Monroe’s constituents; and

WHEREAS, Monroe County’s unique geography presents a significant accessibility to courts, as a long chain of islands exceeding 120 miles in length and, as a result, the 16th Judicial Circuit has three (3) courthouses (the Lower, Middle and Upper Keys Courthouses) to address and improve accessibility and to ensure efficiency in the adjudication of cases; and

WHEREAS, consolidation with the 11th Judicial Circuit would be detrimental to the current effectiveness and efficiency of the 16th Judicial court operations and Village residents would be further burdened to have meaningful access to court and court services consistent with due process afforded under our current system; and

WHEREAS, Monroe County is a state-designated Area of Critical State Concern in recognition renowned and robust natural resources from the iconic Key Deer and other protected species on land to the lobster, stone crab and finfish in our waters, all of which require and receive the prioritized protection, attention and focus of local law enforcement and the 16th Circuit’s State Attorney and judiciary; and

WHEREAS, current local focus on natural resource protection and coordination of efforts between local law enforcement and the State Attorney would likely not be prioritized in a circuit

serving a large, urbanized county where law enforcement, prosecutorial and judicial resources are focused on other criminal activity; and

WHEREAS, the focus of local law enforcement and Monroe County State Attorney's Office on our protected and vital resources in the Village and Florida Keys also fosters public trust and confidence within our unique geography and demographic community which may be compromised by being consolidated into a larger urban area of Miami-Dade and the 11th Judicial Circuit; and

WHEREAS, voter registration numbers dispel any argument that Monroe voters (including Village voters) will have a meaningful voice in electing their State Attorney, Public Defender and Judiciary should the 2 circuits be consolidated. Monroe's 50,762 registered voters comprise only 3.3% of a combined electorate of 1,532,614 for a consolidated Judicial Circuit due to Miami-Dade's 1,481,852 registered voters. With such a low percentage, Monroe's voters (including Village voters) will be likely be overwhelmed by those of Miami-Dade's in holding the State Attorney accountable for ensuring appropriate prosecution of resource violations; and

WHEREAS, a less robustly protected environment and diminished enforcement of resource violations will inevitably translate into economic losses. Fewer lobster, stone crab, and fin fish will result in loss in revenue and jobs for our local commercial fishing industry (Monroe County's second largest economic sector), will potentially impact local tourism drawn to the Village and Keys as a whole for our natural resources affecting local businesses, and ultimately generate less sales tax for the State; and

WHEREAS, the Village Council has examined the criteria set out in Florida Rule of General Practice and Judicial Administration 2.241 to be considered by the Committee and

believes that the laudable goals of effectiveness, efficiency, access to courts, professionalism, public trust and confidence are protected only by keeping in place our separate circuits, and urges the Committee and Legislature against consolidation of the 11th and 16th circuits for the concerns expressed hereto; and

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference. The above recitals constitute the legislative findings and intent of the Village Council

Section 2. **Direction to the Clerk.** The Village Clerk is directed to furnish copies of this resolution to:

- A. Honorable Jonathan Gerber and members of the Judicial Assessment Committee;
- B. Representative Jim Mooney; and
- C. Senator Ana Maria Rodriguez

Section 3. **Effective Date.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th day of September, 2023.

Motion to adopt by _____. Seconded by _____.

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, VILLAGE ATTORNEY

West's Florida Statutes Annotated

Florida Rules of General Practice and Judicial Administration (Refs & Annos)

Part II. State Court Administration

Fla. R. Gen. Prac. & Jud. Admin., Rule 2.241

Formerly cited as FL ST J ADMIN Rule 2.036; FL ST J ADMIN Rule 2.241

Rule 2.241. Determination of the Necessity to Increase, Decrease, or Redefine Judicial Circuits and Appellate Districts

Effective: October 28, 2021

[Currentness](#)

(a) Purpose. The purpose of this rule is to establish uniform criteria for the supreme court's determination of the necessity for increasing, decreasing, or redefining judicial circuits and appellate districts as required by [article V, section 9, of the Florida Constitution](#). This rule also provides for an assessment committee and a certification process to assist the court in certifying to the legislature its findings and recommendations concerning such need.

(b) Certification Process. A certification process shall be completed in conjunction with the supreme court's annual determination regarding the need for judges under Florida Rule of General Practice and [Judicial Administration 2.240\(d\)](#) and in accordance with the following:

(1) The supreme court shall certify a necessity to increase, decrease, or redefine judicial circuits and appellate districts when it determines that the judicial process is adversely affected by circumstances that present a compelling need for the certified change.

(2) The supreme court may certify a necessity to increase, decrease, or redefine judicial circuits and appellate districts when it determines that the judicial process would be improved significantly by the certified change.

(3) The state courts administrator will distribute a compilation of summary statistics and projections to each chief judge at a time designated by the chief justice.

(4) Each chief judge shall consider criteria as may apply under rules 2.241(c) and 2.241(d), as well as any other relevant factors, and shall inform the chief justice of any perceived need to increase, decrease, or redefine the state's judicial circuits or appellate districts.

(5) Having been advised in these matters by the chief justice and taking into consideration other relevant factors, the supreme court, finding cause for further inquiry, may appoint an assessment committee to consider the capacity of the courts to effectively fulfill their constitutional and statutory responsibilities as well as any attendant need to increase, decrease, or redefine appellate districts and judicial circuits.

(6) If an assessment committee is appointed, the committee shall confer with the chief judges and other representatives of appellate districts and judicial circuits, district court of appeal and/or trial court budget commissions, The Florida Bar,

and the public for purposes of gathering additional information regarding matters within its charge and shall submit written recommendations to the supreme court.

(7) The supreme court shall consider the assessment committee's recommendations within a timeframe it deems appropriate.

(8) Whether or not an assessment committee is appointed, the supreme court shall balance the potential impact and disruption caused by changes in judicial circuits and appellate districts against the need to address circumstances that limit the quality and efficiency of, and public confidence in, the judicial process. Given the impact and disruption that can arise from any alteration in judicial structure, prior to recommending a change in judicial circuits or appellate districts, the supreme court shall consider less disruptive adjustments including, but not limited to, the addition of judges, the creation of branch locations, geographic or subject-matter divisions within judicial circuits or appellate districts, deployment of new technologies, and increased ratios of support staff per judge.

(c) Criteria for Judicial Circuits. The following criteria shall be considered when determining the necessity for increasing, decreasing, or redefining judicial circuits as required by [article V, section 9, of the Florida Constitution](#):

(1) *Effectiveness.* Factors to be considered for this criterion include the extent to which each court:

- (A) expedites appropriate cases;
- (B) handles its workload in a manner permitting its judges to prepare written decisions when warranted;
- (C) is capable of accommodating changes in statutes or case law impacting workload or court operations; and
- (D) handles its workload in a manner permitting its judges to serve on committees for the judicial system.

(2) *Efficiency.* Factors to be considered for this criterion are the extent to which each court:

- (A) stays current with its caseload, as indicated by measurements such as the clearance rate;
- (B) adjudicates a high percentage of its cases within the time standards set forth in the Rules of General Practice and Judicial Administration and has adequate procedures to ensure efficient, timely disposition of its cases; and
- (C) uses its resources, case management techniques, and technologies to improve the efficient adjudication of cases, research of legal issues, and issuance of decisions.

(3) *Access to Courts.* Factors to be considered for this criterion are the extent to which:

- (A) litigants, including self-represented litigants, have meaningful access consistent with due process; and

(B) decisions of a court are available in a timely and efficient manner.

(4) *Professionalism*. Factors to be considered for this criterion are the extent to which each court:

(A) handles workload issues in a manner permitting its judges adequate time and resources to participate in continuing judicial education and to stay abreast of the law in order to maintain a qualified judiciary;

(B) is capable of recruiting and retaining qualified staff; and

(C) affords staff adequate time to participate in continuing education and specialized training.

(5) *Public Trust and Confidence*. Factors to be considered for this criterion are the extent to which each court:

(A) handles workload in a manner permitting its judges adequate time for community involvement;

(B) affords access to open court and other public proceedings for the general public;

(C) fosters public trust and confidence given its geography and demographic composition; and

(D) attracts a diverse group of well-qualified applicants for judicial vacancies, including applicants from all counties within the circuit.

(6) *Additional Criteria*. Such other factors as are regularly considered when making a determination with respect to the need for additional judges under Florida Rule of General Practice and [Judicial Administration 2.240\(b\)\(1\) and \(c\)](#).

(d) Criteria for District Courts. The following criteria shall be considered when determining the necessity for increasing, decreasing, or redefining appellate districts as required by [article V, section 9, of the Florida Constitution](#):

(1) *Effectiveness*. Factors to be considered for this criterion are the extent to which each court:

(A) expedites appropriate cases;

(B) handles workload in a manner permitting its judges to prepare written opinions when warranted;

(C) functions in a collegial manner;

(D) handles workload in a manner permitting its judges to develop, clarify, and maintain consistency in the law within that district, including consistency between written opinions and per curiam affirmances without written opinions;

(E) handles its workload in a manner permitting its judges to harmonize decisions of their court with those of other district courts or to certify conflict when appropriate;

(F) handles its workload in a manner permitting its judges to have adequate time to review all decisions rendered by the court;

(G) is capable of accommodating changes in statutes or case law impacting workload or court operations; and

(H) handles its workload in a manner permitting its judges to serve on committees for the judicial system.

(2) *Efficiency*. Factors to be considered for this criterion are the extent to which each court:

(A) stays current with its caseload, as indicated by measurements such as the clearance rate;

(B) adjudicates a high percentage of its cases within the time standards set forth in the Rules of General Practice and Judicial Administration and has adequate procedures to ensure efficient, timely disposition of its cases; and

(C) uses its resources, case management techniques, and other technologies to improve the efficient adjudication of cases, research of legal issues, and preparation and distribution of decisions.

(3) *Access to Appellate Review*. Factors to be considered for this criterion are the extent to which:

(A) litigants, including self-represented litigants, have meaningful access to a district court for mandatory and discretionary review of cases, consistent with due process;

(B) litigants are afforded efficient access to the court for the filing of pleadings and for oral argument when appropriate; and

(C) orders and opinions of a court are available in a timely and efficient manner.

(4) *Professionalism*. Factors to be considered for this criterion are the extent to which each court:

(A) handles its workload in a manner permitting its judges adequate time and resources to participate in continuing judicial education opportunities and to stay abreast of the law in order to maintain a qualified judiciary;

(B) is capable of recruiting and retaining qualified staff; and

(C) affords staff adequate time to participate in continuing education and specialized training.

(5) *Public Trust and Confidence*. Factors to be considered for this criterion are the extent to which each court:

(A) handles its workload in a manner permitting its judges adequate time for community involvement;

(B) provides adequate access to oral arguments and other public proceedings for the general public within its district;

(C) fosters public trust and confidence given its geography and demographic composition; and

(D) attracts diverse group of well-qualified applicants for judicial vacancies, including applicants from all circuits within the district.

(e) *Results of determination*. Only upon the supreme court's finding that a need exists for increasing, decreasing, or redefining appellate districts and judicial circuits, shall the court, acting prior to the next regular session of the legislature, certify to the legislature its findings and recommendations concerning such need.

Credits

Former Rule 2.036 added Feb. 16, 2006 (921 So.2d 615). Renumbered from Rule 2.036 Sept. 21, 2006 (939 So.2d 966). Amended effective Nov. 14, 2013 (129 So.3d 358); Oct. 28, 2021 (344 So.3d 940).

Editors' Notes

COMMITTEE NOTES

District Court of Appeal Workload and Jurisdiction Committee Notes 2006 Adoption. [Article V, section 9 of the Florida constitution](#) states that:

The supreme court shall establish by rule uniform criteria for the determination of the need for additional judges except supreme court justices, the *necessity* for decreasing the number of judges and for increasing, decreasing or redefining appellate districts. If the supreme court finds that a *need* exists for ... increasing, decreasing or redefining appellate districts ..., it shall, prior to the next regular session of the legislature, certify to the legislature its findings and recommendations concerning such need.

(Emphasis added.) Thus, the constitution uses only “need” when describing the uniform criteria for certifying additional judges, but uses both “necessity” and “need” when describing the uniform criteria for increasing, decreasing, or redefining appellate districts. The supreme court has never determined whether this language compels differing tests for the two certifications. Subdivision (c) of this rule uses the phrase “certify a necessity.” The Committee on District Court of Appeal Workload and Jurisdiction determined that the two standards set forth in that subdivision recognize the supreme court's obligation to recommend a change to the structure of the district courts when circumstances reach the level of necessity that compels a change, but also recognize the court's discretion to recommend a change to the structure of the district courts when improvements are needed.

The criteria set forth in this rule are based on studies of the workload, jurisdiction, and performance of the appellate courts, and the work of the Committee on District Court of Appeal Workload and Jurisdiction in 2005. In establishing these criteria, substantial reliance was placed on empirical research conducted by judicial branch committees and on other statistical data concerning cases, caseloads, timeliness of case processing, and manner for disposition of cases, collected by the Office of the State Courts Administrator Office as required by [section 25.075, Florida Statutes \(2004\)](#), and [Florida Rule of Judicial Administration 2.030\(e\)\(2\)](#).

The workload and jurisdiction committee considered the impact of computer technology on appellate districts. It is clear that, at this time or in the future, technology can be deployed to allow litigants efficient access to a court for filing of pleadings and for participation in oral argument, and that it can expand the general public's access to the courts. It is possible that technology will substantially alter the appellate review process in the future and that appellate courts may find that technology permits or even requires different districting techniques. This rule was designed to allow these issues to be addressed by the assessment committee and the supreme court without mandating any specific approach.

The five basic criteria in subdivision (d) are not listed in any order of priority. Thus, for example, the workload and jurisdiction committee did not intend efficiency to be a more important criterion than engendering public trust and confidence.

Subdivision (d)(2)(A) recognizes that the court currently provides the legislature with an annual measurement of the appellate courts' "clearance rate," which is the ratio between the number of cases that are resolved during a fiscal year and the new cases that are filed during the same period. Thus, a clearance rate of one hundred percent reflects a court that is disposing of pending cases at approximately the same rate that new cases arrive. Given that other measurements may be selected in the future, the rule does not mandate sole reliance on this measurement.

Subdivision (d)(5)(E) recognizes that a district court's geographic territory may be so large that it limits or discourages applicants for judicial vacancies from throughout the district and creates the perception that a court's judges do not reflect the makeup of the territory.

COURT COMMENTARY

2013 Amendment. The rule has been amended so the supreme court's annual certification process will include an analysis of the need to increase, decrease, or redefine judicial circuits. The requirement for an assessment committee to analyze, once every eight years, the capacity of the district courts to fulfill their duties has been deleted. Instead, the chief judges of the trial and appellate courts will review annual statistics provided by the state courts administrator, along with the criteria set forth in the rule and any other relevant factors, and inform the chief justice of any perceived need. Taking these and other concerns into consideration, the supreme court may appoint an assessment committee to make further inquiry. If an assessment committee is appointed, the supreme court will consider the committee's recommendations and will certify to the legislature its own findings and recommendations concerning such need.

West's F.S.A. R. Gen. Prac. & Jud. Admin., Rule 2.241, FL ST GEN PRAC AND J ADMIN Rule 2.241

Current with amendments received through 7/1/2023. Some rules may be more current, see credits for details.

County of Monroe

The Florida Keys



BOARD OF COUNTY COMMISSIONERS

Mayor Craig Cates, District 1
Mayor Pro Tem Holly Merrill Raschein, District 5
Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

Dear Speaker Renner:

As the Mayor of Monroe County, I write to express my concerns with the proposed consolidation of the 16th Judicial Circuit into the 11th Judicial Circuit. As you know, the 16th Circuit covers just Monroe County and the 11th Circuit covers just Miami-Dade County. While consolidating the State's smallest circuit into the largest circuit might make sense in theory, in practice it would spell disaster for public safety and natural resource protection in the Florida Keys and result in a net loss of revenue to the State.

The Florida Keys are known worldwide for our natural resources including our coral reef, our protected species like the iconic Key Deer, and numerous other natural features. For example, just this week alone, thousands of visitors from parts north have descended upon our island chain to enjoy the 2 day sport lobster season. Those visitors stimulate our local economy by filling our hotels and vacation rentals, dining at our restaurants, and enjoying the various shops and boutiques that dot our islands.

Local law enforcement in our community, in close cooperation with the Florida Fish and Wildlife Commission Officers, work hard to protect those precious resources that draw hundreds of thousands of visitors to our islands and our waters. That collective effort includes a locally elected State Attorney who recognizes the value that these resources play in our local community, both in terms of a continuing draw for visitors as well as income for our local fishermen and restaurants. Sixteenth Circuit State Attorney Dennis Ward prioritizes the prosecution of resource violations, demanding jail time when appropriate, much to the chagrin of violators.

With no disrespect intended to the 11th Circuit's State Attorney, Miami-Dade County experiences so much violent crime that turning over prosecution of these resource violations to that office could only result in diminished enforcement for what visitors from Miami often derisively refer to as "simple fish violations". Diminished enforcement of resource violations will inevitably translate into fewer lobster, stone crab, fin fish, and other critters for future generations to enjoy as well as a loss in revenue for our local commercial fishing industry, which is our County's second largest.

The Legislature properly recognized that these resources are treasures of the State of Florida when it designated the Florida Keys as an Area of Critical State Concern. As a result, the State and local Keys governments have invested over a billion taxpayer dollars in protecting these precious resources through such efforts as land acquisition of important habitat, installation of sewer systems that meet advanced wastewater treatment standards, canal clean

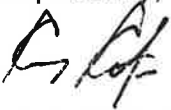
up, and – just this past session – authorization and appropriation of \$10 million for a new artificial reef initiative. It is important we keep local accountability over resource violation prosecutions, which would run contrary to these protective actions – by consolidating judicial circuits.

A look at the voter registration numbers dispels any argument that Monroe voters will have a meaningful voice in electing their State Attorney should the 2 circuits be consolidated.

Monroe's 50,762 registered voters comprise only 3.3% of a combined electorate of 1,532,614 for a consolidated Judicial Circuit due to Miami-Dade's 1,481,852 registered voters. With such a low percentage, it is easy to see how the voices of Monroe's voters will be drowned out by those of Miami-Dade's in holding the State Attorney accountable for ensuring appropriate prosecution of resource violations.

Any savings realized by the State through judicial circuit consolidation will be more than offset by the loss in tax revenue sent to the State by the diminished natural resources that will surely result from that same consolidation. Please don't be "penny-wise and pound foolish" by shepherding legislation to consolidate the 11th and 16th Circuits.

Respectfully,

A handwritten signature in black ink, appearing to read 'C. Cates', written over a horizontal line.

Mayor Craig Cates

MONROE COUNTY

KEY WEST

PUBLIC DEFENDER'S OFFICE
1111 12th STREET, SUITE 311
PO BOX 4127
KEY WEST, FL 33041-4127
PHONE: (305) 295-3100

MARATHON

PUBLIC DEFENDER'S OFFICE
4695 OVERSEAS HIGHWAY, SUITE 2
MARATHON, FL 33050
PHONE: (305) 289-6015

PLANTATION KEY

PUBLIC DEFENDER'S OFFICE
50 HIGH POINT ROAD, SUITE 103
TAVERNIER, FL 33070
PHONE: (305) 853-7410



Public Defender
SIXTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR MONROE COUNTY

ROBERT LOCKWOOD
PUBLIC DEFENDER

Subject: Concerns Regarding the Consolidation of the 16th and 11th Judicial Circuits of Florida

To all Monroe County residents,

I am writing to express my deep concern regarding the potential consolidation of the 16th Judicial Circuit of Florida, which includes your Monroe County (the Florida Keys), and the 11th Judicial Circuit of Florida, encompassing all Miami-Dade County. While I acknowledge that the concept of consolidation, from the outside looking in, may seem like it has potential benefits, I firmly believe that such a move could have severe and detrimental consequences for the citizens of Monroe County limiting the administration of justice, due process rights and significantly increasing the cost of access to the courts.

One of the primary concerns with the proposed consolidation is the vast geographic distance between the Florida Keys and Miami-Dade. These two regions have distinctive characteristics and legal challenges that require a localized approach to administering justice effectively. The Florida Keys have unique demographics, cultural nuances, and legal issues that are not comparable to the densely populated urban environment of Miami-Dade. By combining these two counties into a single judicial circuit, we risk losing the specialized understanding and responsiveness that come with having localized judicial systems and locally elected leaders.

Additionally, the consolidation could lead to severe logistical challenges for all stakeholders involved in the judicial process. Residents of the Florida Keys would face significant hardships having to travel long distances to attend court hearings or access essential legal services in Miami-Dade. This could result in delays, increased costs, and potentially a lack of representation for some individuals (especially the indigent), further exacerbating disparities in access to justice.

Furthermore, both the Florida Keys and Miami-Dade have their own distinct legal cultures and traditions, developed over years of handling cases specific to their distinctive areas. By merging the two circuits, there is a risk of diluting these unique identities, which have been integral in shaping the local legal community and ensuring justice is delivered in a manner that aligns with the values and priorities of each respective county.

Another concern revolves around the overwhelming caseloads that consolidation may impose on judges and court staff. Miami already experiences a high volume of cases due to its large population, and combining it with the Florida Keys' caseload could lead to severe inefficiencies and delays in the legal process. Overburdened judges may find it challenging to provide the level of attention and care required for each case, leading to potential injustices and dissatisfaction among those seeking justice.

In light of these concerns, I strongly disagree with the proposed consolidation and would rather explore alternative methods to address any existing challenges within the 16th and 11th Judicial Circuits of Florida. Rather than merging the circuits, we should prioritize measures to enhance communication and cooperation within our own circuit, invest in technological advancements to streamline processes, and allocate additional resources to support the administration of justice and due process rights.

Preserving the localized perspective, ensuring equitable access to justice, and safeguarding the unique identities of the Florida Keys are crucial elements that must be considered in any decision concerning the future of our judicial system. I am more than willing to lend my support and collaborate with you to find innovative solutions that maintain the strengths of our circuit while addressing any shortcomings.

Thank you for your time and consideration. I look forward to engaging in a productive dialogue regarding this matter and its potential implications for the citizens of Monroe County and the 16th Judicial Circuit.

Sincerely,



Robert Lockwood, Public Defender, 16th Judicial Circuit

Judicial Circuit Assessment Committee

Workplan

Revised July 30, 2023

- Friday, July 14, 2023 – Organizational Meeting (120 minutes by Zoom)
- Friday, August 4, 11 a.m. to 1 p.m. – Second Meeting (120 minutes by Zoom)
 - Review additional data
 - Discuss how to address evaluation criteria in rule
 - Agree on outreach scope and questions (e.g., review draft surveys)
 - Plan for public hearing
- Mid-August – Finalize and distribute surveys with return approximately by Labor Day
 - Judges and court staff
 - Bar and justice system entities
 - Public (posted on website)
- Friday, August 25, 10 a.m. to 3 p.m. – Third Meeting and Public Hearing (240 minutes in person in Orlando, as well as remote capability for public hearing participants)
 - Public hearing
 - Discuss public hearing outcomes
 - Finalize data review and needs
- Friday, September 15, 11 a.m. to 1 p.m. – Fourth Meeting (120 minutes by Zoom)
 - Consider survey and public hearing feedback
 - Consider fiscal and operational impacts
 - Discuss initial findings and options
- Friday, September 29, or Friday, October 6, 11 a.m. to 1 p.m. – Placeholder Meeting if Needed (120 minutes by Zoom)
- Friday, October 13*, 10 a.m. to 3 p.m. – Fifth Meeting and Second Public Hearing (240 minutes in Orlando or Tampa, with remote capability for public hearing participants)
 - Public hearing
 - Discuss public hearing outcomes

- Continue discussion of initial findings and options
- Early to Mid-October – Outreach to Trial Court Budget Commission
- Friday, November 3, 11 a.m. to 1 p.m. – Sixth Meeting (120 minutes by Zoom)
 - Finalize findings and recommendations, including related fiscal impact
- Friday, November 17*, 11 a.m. to 1 p.m. – Seventh Meeting (120 minutes by Zoom)
 - Review draft report
- Week of November 27 – Approve Final Report (by email)
- December 1 – Submit Final Report

*Interim legislative committee week