



VILLAGE OF KEY BISCAIYNE

Village Council

Joe. I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardinias
Fernando A. Vazquez

REGULAR COUNCIL MEETING
TUESDAY, JANUARY 17, 2023
6:30 PM

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

REVEREND FELIPE ASSIS
CROSSBRIDGE CHURCH

4. BRIEF COMMENTS BY COUNCIL

5. PUBLIC COMMENTS:

There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please dial any of the following Zoom numbers, US: +1 (312) 626-6799 or +1 (929) 205-6099 or +1 (301) 715-8592, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to “raise your hand” which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.

6. AGENDA:

APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

7. SPECIAL PRESENTATIONS:

7.A. SUMMARY OF THE STATE'S SPECIAL SESSION ON HOME AND FLOOD INSURANCE AND ITS IMPACTS IN KEY BISCAYNE (PAUL LOWELL, CONVERGE)

TAB 1

7.B. PLASTIC FREE KEY BISCAYNE (KEY BISCAYNE CHAMBER OF COMMERCE & KEY BISCAYNE COMMUNITY FOUNDATION)

TAB 2

7.C. PROCLAMATION FOR ST. AGNES CATHOLIC CHURCH ON THEIR 70TH ANNIVERSARY (MAYOR RASCO)

TAB 3

8. CONSENT AGENDA:

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

8.A. NOVEMBER 29, 2022 MINUTES
(REGULAR COUNCIL MEETING)

TAB 4

8.B. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MIAMI FIRE RESCUE DEPARTMENT, AS THE SPONSORING AGENCY OF THE SOUTH FLORIDA TASK FORCE 2 OF THE NATIONAL URBAN SEARCH AND RESCUE (USAR) RESPONSE SYSTEM, AND THE VILLAGE AS A PARTICIPATING AGENCY OF THE TASK FORCE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRE RESCUE CHIEF ERIC LANG)**

RECOMMENDATION: Approval

TAB 5

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

- 9.A. AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING ORDINANCE NO. 2022-06 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2022-2023 BY REVISING THE 2022-2023 FISCAL YEAR BUDGET (BUDGET AMENDMENT NO. 3)**; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE (CAPITAL IMPROVEMENT PROGRAM AND GRANTS MANAGER COLLEEN BLANK)
FIRST READING

RECOMMENDATION: Approval

TAB 6

- 9.B. AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 21 OF THE VILLAGE CODE OF ORDINANCES TO ESTABLISH CONSTRUCTION AND PERMITTING REQUIREMENTS FOR CONSTRUCTION WORK IN THE PUBLIC RIGHTS-OF-WAY**; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR JAKE OZYMAN)
FIRST READING

RECOMMENDATION: APPROVAL

TAB 7

- 9.C. AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA **CONCERNING THE VILLAGE'S STORMWATER PROJECT RELATING TO THE CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES**; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

SECOND READING

RECOMMENDATION: APPROVAL

TAB 8

- 9.D. AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING ORDINANCE NO. 2022-06 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2022-2023 BY REVISING THE 2022-2023 FISCAL YEAR BUDGET (BUDGET AMENDMENT NO. 2)**; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM AND CAPITAL IMPROVEMENT PROGRAM AND

GRANTS MANAGER COLLEEN BLANK)

SECOND READING

RECOMMENDATION: APPROVAL

TAB 9

9.E.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING ARTICLE I, CHAPTER 26, "TRAFFIC AND VEHICLES," OF THE VILLAGE CODE OF ORDINANCES RELATING TO ELECTRIC BICYCLE USE WITHIN THE VILLAGE;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF OF POLICE FRANK SOUSA)

SECOND READING

RECOMMENDATION: WITHDRAW

TAB 10

10. RESOLUTIONS:

10.A. A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE CRANDON BOULEVARD AND HARBOR DRIVE INTERSECTION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$484,193;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: Approval

TAB 11

10.B.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING HIGHWAY STRIPING, INC. FOR THE CRANDON BOULEVARD GREEN BICYCLE LANE AND MISCELLANEOUS PAVEMENT MARKINGS PROJECT IN AN AMOUNT NOT TO EXCEED \$170,582;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: Approval.

TAB 12

10.C. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A FIRST AMENDMENT TO THE SOLID WASTE COLLECTION AGREEMENT WITH GREAT WASTE AND RECYCLING SERVICES, LLC TO MODIFY COMPENSATION PROVISION IN AN AMOUNT NOT TO EXCEED \$95,491.76;** AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: APPROVAL

TAB 13

10.D. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **ADOPTING THE KEY BISCAYNE VISION PLAN; PROVIDING FOR IMPLEMENTATION;** AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: Approval

TAB 14

10.E. A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AN AGREEMENT WITH EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES FOR INSTALLATION AND MAINTENANCE OF UNDER-GRATE FILTER UNITS AND CURB INLET FILTERS AT THE K-8 ELEMENTARY SCHOOL BASIN IN AN AMOUNT NOT TO EXCEED \$86,976;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: Approval

TAB 15

10.F. A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AN AGREEMENT WITH ABTECH INDUSTRIES, INC. FOR INSTALLATION AND MAINTENANCE OF ULTRA-URBAN® FILTERS IN CATCH BASINS AT THE K-8 ELEMENTARY SCHOOL BASIN IN AN AMOUNT NOT TO EXCEED \$123,500;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

TAB 16

11. PUBLIC COMMENTS: (AT APPROXIMATELY 8:00 P.M.)

There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please dial any of the following Zoom numbers, US: +1 (312) 626-6799 or +1 (929) 205-6099 or +1 (301) 715-8592, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to “raise your hand” which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.

12. REPORTS AND RECOMMENDATIONS:

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

MANAGER'S REPORT

TAB 17

1.) SAFE AND SECURE VILLAGE

NO UPDATES TO REPORT

2.) THRIVING AND VIBRANT LOCAL COMMUNITY AND MARKETPLACE

A. OUTDOOR DINING & PARKING ORDINANCE IMPLEMENTATION AND EDUCATION UPDATE (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

3.) ENGAGING AND ACTIVE PUBLIC SPACES AND PROGRAMS

A. SPORTS PROGRAM WORKSHOP UPDATE (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

4.) ACCESSIBLE, CONNECTED AND MOBILE VILLAGE-WIDE TRANSPORTATION

A. RICKENBACKER CAUSEWAY UPDATE (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

B. BEAR CUT BRIDGE UPDATE (BUILDING, PLANNING AND ZONING DIRECTOR

JEREMY CALLEROS GAUGER)

C. ALTERNATIVE MODES OF TRANSPORTATION UPDATE (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER ROLAND SAMIMY)

5.) RESILIENT AND SUSTAINABLE ENVIRONMENT AND INFRASTRUCTURE

NO UPDATES TO REPORT

6.) EFFECTIVE AND EFFICIENT GOVERNMENT SERVICES

A. RESIDENT EXPERIENCE AND SERVICE PROGRAM INTRODUCTION (CHIEF OF STAFF JOCELYNE MOUSSAVOU)

B. CAPITAL IMPROVEMENT PROGRAM UPDATE (CIP AND GRANTS MANAGER COLLEEN BLANK)

C. MASTER AGREEMENT CONTRACTS LIST (MACL) & PROCUREMENT SUMMARY (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

13. B. MAYOR AND COUNCILMEMBERS

13.A. REPORT FROM TALLAHASSEE CONSULTANTS ON RECENT STATE LEGISLATURE INSURANCE SPECIAL SESSION HELD DECEMBER 12-14, 2022 AND ITS IMPACT ON KEY BISCAYNE (MAYOR RASCO)

13.B. REPORT FROM PUBLIC WORKS DIRECTOR AND POLICE CHIEF ON PROCESS USED TO DETERMINE IF A TRAFFIC CALMING STRUCTURE (EG. BUMP) CAN BE INSTALLED ON A SPECIFIC STREET (MAYOR RASCO)

13.C. BRIEF DISCUSSION OF EXISTING NOISE ORDINANCE AND POSSIBLE NEXT STEPS (VICE MAYOR CAPLAN)

C. VILLAGE ATTORNEY

NONE

D. VILLAGE CLERK

NONE

OTHER BUSINESS/GENERAL DISCUSSION

NONE

14. SCHEDULE OF FUTURE MEETINGS/EVENTS:

REGULAR COUNCIL MEETING
WEDNESDAY, FEBRUARY 15, 2023, 6:30 P.M.

REGULAR COUNCIL MEETING
TUESDAY, MARCH 14, 2023, 6:30 P.M.

REGULAR COUNCIL MEETING
TUESDAY, APRIL 4, 2023, 6:30 P.M.

15. ADJOURNMENT

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

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

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

IV. IN ACCORDANCE WITH VILLAGE CODE SECTION 2-161, ADOPTING SECTION 2-11.1(s) OF THE MIAMI-DADE COUNTY CODE, ANY PERSON ENGAGING IN LOBBYING ACTIVITIES, AS DEFINED THEREIN, MUST REGISTER AT THE VILLAGE CLERK'S OFFICE BEFORE ADDRESSING THE COUNCIL ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

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

Special Session 2022A

Recapping the 2022A special session of the Florida Legislature

www.convergepublic.com

Paul Lowell
paul@convergepublic.com

Florida's Cat Fund: The Basics



FLORIDA HURRICANE
CATASTROPHE FUND

- **State Created:** Form of reinsurance for residential property catastrophic hurricane losses
- **Limited Liability:** \$17B in actual claims paying capacity above the \$8.5B industry retention
- **Assessment Authority:** If claims and reimbursements exceed liquid resources, property and casualty policies may be assessed
- **Mandatory:** All Florida admitted insurers writing residential property insurance with wind coverage must purchase coverage
- **Insurer Funded:** Over \$1B in annual premiums are collected from insurers
- **Current Reserves:** \$12B in fund balances and \$3.5B of pre-event bond proceeds

Rewind: Special Session 2022D

Florida accounted for 79% of the nation's homeowners insurance lawsuits over claims filed while making up only 9% of the nation's homeowners insurance claims

The Florida insurance industry has seen two straight years of net underwriting losses exceeding \$1 billion each year

In 2021, four insurers writing homeowners coverage have either gone insolvent or required midterm cancelations, and in early 2022, three insurers writing coverage have gone insolvent and are either in liquidation or rehabilitation

Citizens Property Insurance, Florida's public insurer of last resort, has seen an increase of 399,822 policies since the beginning of 2020 and is on track to be over 1 million policies by the end of 2022

Rewind: SB 2D

- **Reinsurance:** RAP program created a "free" (to insurers) \$2B reinsurance layer below the Cat Fund retention level
- **Roof Solicitations:** Contractor communications encouraging roof claims must include disclaimers
- **Roof Age:** Insurers are prohibited from refusing to issue/renew a policy for a residential structure with a roof less than 15 years solely because of the roof age
- **Roof Deductible:** Insurers are allowed to include a separate roof deductible in residential property insurance policies
- **Expedited Claim Review:** Insurers must conduct an examination of the property within 45 day of receiving proof of loss
- **Home Retrofits:** \$150B appropriated to the My Safe Florida Home Program for hurricane mitigation and matching grants for retrofits (homes < \$500,00)

Rewind: SB 2D

- **Attorney Fees:** Attorney fee multipliers may only be awarded in rare and exceptional circumstances
- **AOB:** No assignment of the right to attorney fees in lawsuits against an insurer arising out of a property insurance policy-- thus, assignee vendors cannot recover attorney fees
- **Property Insurer Stability Unit:** Creates the Property Insurer Stability Unit within OIR to closely monitor the health of insurers in the homeowners and condominium unit owners' insurance market

Special Session 2022A: Three Focus Areas

SB 2A: Property Insurance

Stabilizing the
property Insurance
market

SB 4A: Disaster Recovery

Funding post-
hurricane relief
efforts

SB 6A: Toll Relief

Reducing toll costs
for frequent
commuters

SB 2A: Property Insurance

- **Reinsurance:** FORA program created to provide insurer paid reinsurance up to \$5B below the Cat Fund deductible
- **Claims Filing:** Reduces the policyholder claim deadline to 1 year (new) and 18 months (supplemental)
- **Insurer Regulation:** Imposes additional penalties on the use of appraisals as an unfair trade practice
- **Prompt Pay:** Reduces payment or denial to 60 days, investigations to 7 days, and physical examinations to 30 days
- **Attorney Fees:** Eliminates "one way" attorney fees for commercial or residential property insurance lawsuits
- **AOB:** Prohibits assignment of benefits under any residential or commercial property insurance policy issued on or after 1/1/2023

SB 2A: Property Insurance

- **Bad Faith:** A bad faith lawsuit cannot be filed until the policyholder establishes in court that the insurer breached the insurance contract
- **Arbitration:** An insurer may not require a policyholder to participate in mandatory binding arbitration unless it offers a policy without mandatory arbitration
- **Citizens:** Residential and commercial residential policyholders are ineligible for renewal coverage if they have received a comparable offer from an admitted carrier that is not greater than 20% of the Citizens renewal premium, Citizens rates must be non-competitive with approved rates charged in the admitted market, policyholders may not return to Citizens if the take out carrier increases their rates about Citizens' glide path (currently 11%), and Citizens' residential policyholders must maintain flood insurance by March 1, 2027

SB 4A: Disaster Recovery

- **Limited Scope:** Relief is focused in the counties that experienced damage from the effects of Hurricane Ian and Hurricane Nicole
- **FEMA Match:** \$350 million appropriated to FDEM to provide the full match for FEMA Public Assistance Grants
- **Affordable Housing:** \$150 million to the Cat Fund for repair and replacement of housing, relocation, insurance deductibles, and the funding of the Rental Recovery Loan Program
- **DEP Funding:** \$251 million for beach erosion, the Hurricane Reimbursement Grant Program, and the Hurricane Stormwater and Wastewater Assistance Grant

SB 6A: Toll Relief

- Commuters using a Sunpass compatible transponder that record 35 or more transactions per transponder per month are eligible for an account credit of 50% of the cost of the qualifying transactions, effective from January 1, 2023 to December 31, 2023.

Special Session 2022A

Recapping the 2022A special session of the Florida Legislature

www.convergepublic.com

Paul Lowell
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INTRODUCING

#PlasticFreeKB

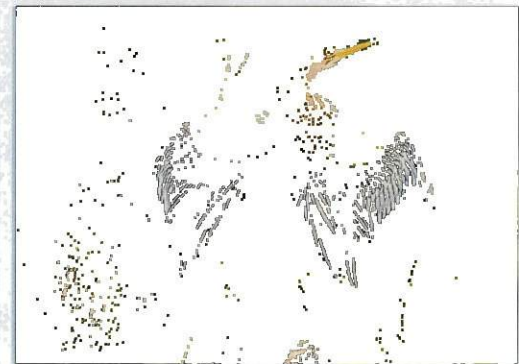
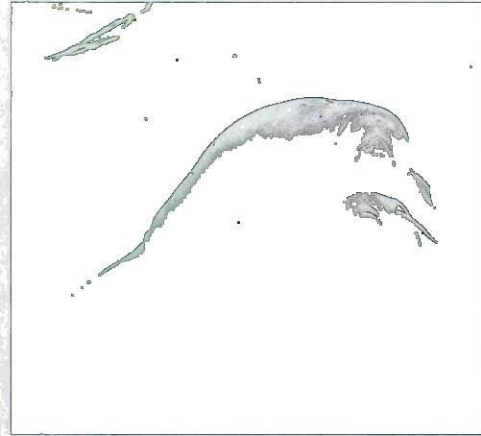
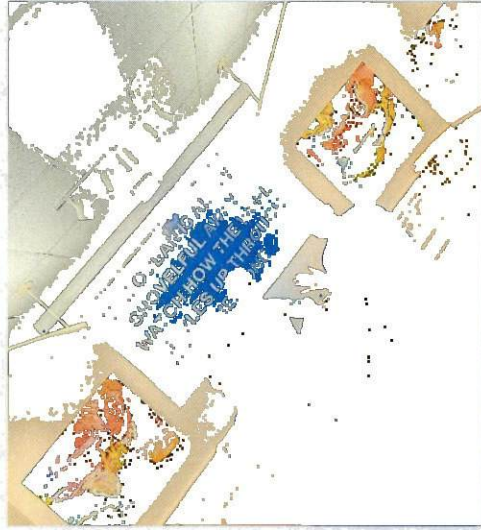


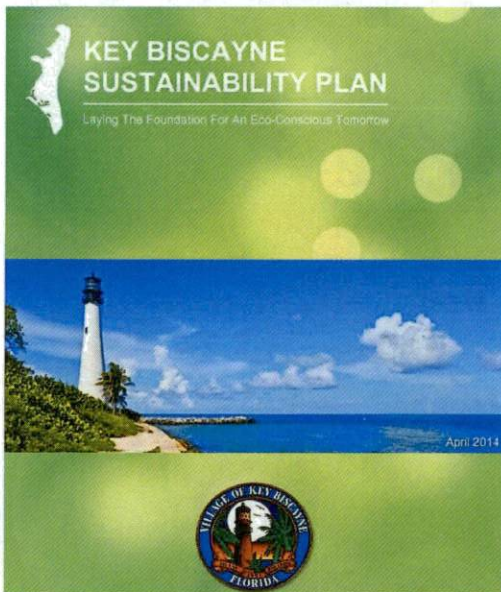
*in partnership with the Key Biscayne Community Foundation &
The Key Biscayne Chamber of Commerce*



ELIMINATING SINGLE-USE PLASTICS

Through partnerships with local environmental nonprofits & a three-tiered certification system for local businesses, #PlasticFreeKB plans to eliminate single-use plastics in the Village of Key Biscayne.





Key Biscayne Sustainability Plan

2007 VKB Council approved Village Goes Green Initiative under Mayor Vernon.

2008 Resident-led green committee created in partnership with local organizations and school groups.

2013 Mayor Caplan revitalized the VGGI by creating and appointing an official Green Committee.

2014 The Green Committee, with Council member Holloway as liaison, created the Key Biscayne Sustainability Plan.

2015-2022 Since the Sustainability Plan was created, several local nonprofits have been working to create a more sustainable island paradise.

2023 The Village, the Chamber of Commerce, and the Key Biscayne Foundation started the #PlasticFreeKB.



NONPROFIT PARTNERS

Key Biscayne Citizen Scientist Project

Promoting environmental education and awareness of local resources on Key Biscayne and Virginia Key.

Miami Waterkeeper: Key Biscayne

Supporting water quality monitoring at multiple sites around Key Biscayne.

Free Plastic

Reducing the environmental impact of plastic pollution through education, community engagement, and the development of new recycling techniques.

Fill A Bag

Converting daily beach walks and paddle outings into meaningful beach and mangrove cleanups.

A Zero Waste Culture: KB Community Compost

Composting waste and other organics to create rich-nutrient filled soil.

The Rosenstiel School of Marine, Atmospheric, & Earth Science (UM)

Working in tandem with UM faculty and students to educate general public through KBCSP, Sea Grass Restoration, Toadfish White paper, Coral Restoration, and Climate Change Symposiums.



#PLASTICFREEKB'S GOALS

Join Miami-Dade County's Plastic Free 305 Program.

Outreach to Key Biscayne businesses and residents to eliminate single-use plastics.

Educate on how to adopt reusable and sustainable replacement strategies.

Invite residents and businesses to register in a 3-tier program.

Promote a culture shift away from single use plastics.

Reward participating businesses and residents with exclusive incentives.

Celebrate Key Biscayne's businesses and residents who eliminate single use plastics.

PLASTIC FREE CERTIFICATION TIERS

The three-tier annual certification process for businesses includes:





PROGRAM INCENTIVES

All Tier One businesses will receive subsidized or donated alternatives through a partnership with SoluBag.

All Tier Two businesses will receive a mom-and-pop grant toward plastic elimination.

All residents who commit to eliminating single-use plastic bags will receive a reusable bag.

Residents who commit to the program are eligible to win gift certificates to restaurants and businesses that are program members.



THE KEY BISCAYNE
Chamber
OF Commerce



 **KBCF**
KEY BISCAYNE COMMUNITY FOUNDATION



Proclamation

OFFICE OF THE MAYOR



WHEREAS, St. Agnes Catholic Church commemorated its 70th Anniversary last month, having held its first mass on Key Biscayne in a Mashta Island boathouse on Christmas Day 1952; and

WHEREAS, St. Agnes Catholic Church whose land was generously donated by the Mackle brothers, built an auditorium two years later to temporarily use as a church to serve its 75 parishioner families; and

WHEREAS, St. Agnes Catholic Church, in 1974 opened a middle school for 7th and 8th grade students and over the years with a growing community opened a pre-school, an elementary school, a pastoral center and will be opening a new church building this year along with a gymnasium; and

WHEREAS, St. Agnes Catholic Church has had the following reverends faithfully serve its congregation: George W. Cummings, Bernard J. McGrenahan, Antonio Navarrete, Thomas L. McDermott, Bryan O. Walsh, James F. Nelan, James J. Walsh, William F. McKeever, Jose L. Hernando and current reverend, Father Juan Carlos Paguaga.

WHEREAS, St. Agnes Catholic Church has an active and diverse parish with now more than 20 ministries serving others within our community, and internationally; and

WHEREAS, St. Agnes Catholic Church has been an important part of this community these last seventy years as a place of worship and spiritual growth; and

NOW, THEREFORE, I, JOE I. RASCO, MAYOR OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, DO HEREBY ISSUE THIS PROCLAMATION OF RECOGNITION TO ST. AGNES CATHOLIC CHURCH ON THE OCCASION OF ITS 70TH ANNIVERSARY CELEBRATING FAITHFUL CHRISTIAN SERVICE TO THE COMMUNITY AND BEYOND AND ENHANCING THE LIVES OF KEY BISCAIYNE RESIDENTS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAIYNE THIS 17TH DAY OF JANUARY 2023.

JOE I. RASCO



MINUTES

REGULAR COUNCIL MEETING
KEY BISCAZYNE, FLORIDA

TUESDAY, NOVEMBER 29, 2022

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **OATH OF OFFICE:** The Clerk administered the oath of office to newly reelected Councilmember Edward London.
2. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:05 p.m. Present were Councilmembers Franklin H. Caplan, Edward London, Allison McCormick, Oscar Sardiñas, Fernando A. Vazquez, Vice Mayor Brett G. Moss and Mayor Joe I. Rasco. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.
3. **PLEDGE OF ALLEGIANCE:** Councilmember London led the Pledge of Allegiance.
4. **INVOCATION:** Rabbi Avremel Caroline with Chabad of Key Biscayne gave an invocation.
5. **BRIEF COMMENTS BY COUNCIL:** Mayor Rasco and Vice Mayor Moss addressed the public thanking the community for coming together and assisting the Key Biscayne Community Church after their vendor neglected to deliver Christmas trees this year and that the Key Biscayne Police is looking into the matter; Vice Mayor Moss addressed the Council thanking Village staff for setting the trends locally regarding resiliency as presented at the recently held Miami-Dade League of Cities Best Practices Conference and congratulated the newly elected and reelected Councilmembers; Councilmember London addressed the public apologizing for missing the Installation Ceremony and looks forward to four more years of serving the residents of Key Biscayne.
6. **PUBLIC COMMENTS:** The following residents addressed the Council: Mike Davey, 50 Ocean Lane Drive; Augusto Granados, 55 Ocean Lane Drive and Mark Fried, 525 Warren Lane.

7. **AGENDA:** Vice Mayor Moss requested the addition of a discussion regarding an update on the Vision Plan as Item 13B8. There was no objection to the agenda change.

At this time Councilmember London requested to pull Item 9B from the consent agenda and to remove Item 13B1 from the agenda. The Attorney addressed the Council regarding the above requests. There was no objection to the additional agenda changes.

8. **SPECIAL PRESENTATION:** Mayor Rasco presented Proclamations of Gratitude to Mary Tague and H. Frances Reaves for the planning and execution of Key Biscayne Car Week.

Ms. Tague and Ms. Reaves addressed the Council regarding the above proclamations.

Mayor Rasco presented a Proclamation of Gratitude to Curative, Inc. for the company's efforts and contributions to the Village during the Covid 19 Pandemic.

Mr. Lazaro Rodriguez, Regional Manager for Curative, Inc., addressed the Council regarding the above proclamation.

9. **CONSENT AGENDA:** Vice Mayor Moss made a motion to approve the following consent agenda, as amended. The motion was seconded by Councilmember Caplan.

The minutes of the October 11th, 2022, Regular Council Meeting.

The consent agenda, as amended, was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, McCormick, Sardiñas, Vazquez, Vice Mayor Moss, and Mayor Rasco voting Yes.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN AGREEMENT WITH THE KEY BISCAYNE CHAMBER OF COMMERCE IN AN AMOUNT NOT TO EXCEED \$89,235; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Vice Mayor Moss.

There was discussion from Councilmember London and the Manager regarding the above resolution.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, McCormick, Sardiñas, Vazquez, Vice Mayor Moss, and Mayor Rasco voting Yes.

10. **ORDINANCES:** The Clerk read the following ordinance on first reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2022-06 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2022-2023 BY REVISING THE 2022-2023 FISCAL YEAR BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Capital Improvement Program and Grants Manager Colleen Blank and Public Works Director Jake Ozyman addressed the Council regarding the above ordinance.

There was discussion from Council regarding the above ordinance and the cost allowance for utility undergrounding at Paradise Park.

The ordinance was adopted on first reading by a 7-0 roll call vote. The vote was as follows: Councilmembers Caplan, London, McCormick, Sardiñas, Vazquez, Vice Mayor Moss, and Mayor Rasco voting Yes.

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

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, MAKING CERTAIN FINDINGS AND DESIGNATING THE REAL PROPERTY LOCATED AT 530 CRANDON BOULEVARD, KEY BISCAYNE, FL 33149, IDENTIFIED BY MIAMI-DADE COUNTY FOLIO NO. 24-4232-001-0050, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80(2)(A), FLORIDA STATUTES, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION, JOB CREATION AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE VILLAGE CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND MIAMI-DADE COUNTY OF SAID DESIGNATION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A BROWNFIELD SITE REHABILITATION AGREEMENT WITH MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

Councilmember London made a motion to approve the resolution. The motion was seconded by Councilmember Caplan and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, McCormick, Sardiñas, Vazquez, Vice Mayor Moss, and Mayor Rasco voting Yes.

The Clerk read the following resolution by title:

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF FIVE POLICE VEHICLES FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET SALES IN AN AMOUNT NOT TO EXCEED \$245,000;

PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE IDENTIFICATION AND SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was discussion from Council and Chief of Police Frank Sousa regarding the above resolution.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, McCormick, Sardiñas, Vazquez, Vice Mayor Moss, and Mayor Rasco voting Yes.

The Mayor and the Attorney addressed the Council regarding holding a public hearing for the previous resolution, Item 11A.

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

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONFIRMING A DECLARATION OF A STATE OF EMERGENCY DUE TO HURRICANE IAN AND RELATED EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Moss made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

There was discussion from Council, the Manager and Chief Resilience and Sustainability Officer Dr. Roland Samimy regarding the above resolution, the purchasing of a “Tiger Dam”, congressional expenditures, and reimbursement from FEMA for beach sand loss.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, McCormick, Sardiñas, Vazquez, Vice Mayor Moss, and Mayor Rasco voting Yes.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO STANTEC CONSULTING SERVICES INC. FOR THE PLANNING AND PREPARATION OF 30% DESIGN DOCUMENTS FOR THE CRANDON BOULEVARD CAPITAL PROJECT IN AN AMOUNT NOT TO EXCEED \$222,296; AND PROVIDING FOR AN EFFECTIVE DATE.

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

The Manager addressed the Council regarding the correct matching amount for the Village's portion is \$132,296.00.

CIP and Grants Manager Blank addressed the Council regarding the above resolution and a municipal mobility plan.

There was extensive discussion from Council, the Manager, and CIP and Grants Manager Blank regarding the above resolution, the Corradino Group study, concerns regarding future increased project costs and the operation of Crandon Boulevard.

The resolution was approved by a 6-1 voice vote. The vote was as follows: Councilmembers Caplan, McCormick, Sardiñas, Vazquez, Vice Mayor Moss, and Mayor Rasco voting Yes. Councilmember London voting No.

12. **PUBLIC COMMENTS:** The following persons addressed the Council: Robert Duzoglou, 785 Glenridge Rd; Michael Polakov, 151 Crandon Boulevard and Marcelo Radice, 70 Bay Heights Drive.

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

Village Manager. Parks, Recreation and Open Spaces Director Todd Hofferberth addressed the Council reporting on the following youth programs: "Friday Night Happenings", girls' volleyball, co-ed basketball, and the girls' Monthly Meet Up events. Director Hofferberth also reported on the Manager's Athletic Fields Fact-Finding Committee which was formed to research options for additional playing spaces for children. This committee will be meeting again on December 6th, 2022.

There was discussion from Mayor Rasco and Director Hofferberth regarding developing additional youth programming for 13 to 17-year-olds. Councilmember McCormick addressed Director Hofferberth regarding increasing outreach through the Village Connect, the local PTA, the PTSA, and having another weight room safety/etiquette class. Vice Mayor Moss addressed the administration regarding using these same lines of communication outreach for the Youth Council.

Director Ozyman addressed the Council reporting on the status of the Septic to Sewer conversion. There are six homes remaining that have taken no action in connecting to the sewer system. The Village is reaching out to Miami-Dade County to assist with final compliance for these remaining homes. Twenty-four homes are currently in the process of connecting to the sewer system.

There was discussion from Council, Director Ozyman and the Manager regarding the sewer connection status of four additional houses in the Palmwood and Redwood area that are needing access to the Village's sewer system in order to be able to connect.

Director Ozyman also reported on a status update of Florida, Power and Light's (FPL) transmission

line project in Crandon Park. FPL will be “pulling” wires in between the manhole covers. This work will be done during off hours so as to not impact traffic.

There was discussion from Council regarding the above items.

The Manager addressed the Council reporting on the Village’s appropriations and legislative agenda for the upcoming FY23/24: \$450,000 for a Village-Wide Immediate Flood Control and Mitigation project; \$400,000 for part of a matching fund for the U.S. Army Corps of Engineers’ (USACE) “Back Bay” study; \$475,000 for beach sand replacement; \$175,000 for the Commodore Club South public beach access pathway; \$100,000 for the Sargassum Seaweed Removal and Composting Pilot Project and \$100,000 for the Village’s Special Needs Program.

The Manager addressed the Council regarding the Village’s State Legislative priorities: the potential transferring of the operation and jurisdiction of Crandon Boulevard and improving regulations and enforcement for golf carts, electric scooters, and motorized/electric bicycles.

Mayor Rasco made a motion to accept the Manager’s proposed FY23/24 State Legislative agenda. The motion was seconded by Vice Mayor Moss.

The Attorney addressed the Council regarding Crandon Boulevard and enforcement.

There was discussion from Council, the Manager, the Attorney and Dr. Samimy regarding the above motion and seaweed composting.

The Rasco motion was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, McCormick, Sardiñas, Vazquez, Vice Mayor Moss, and Mayor Rasco voting Yes.

The Manager addressed the Council reporting on a status update regarding Miami-Dade County’s Bear Cut Bridge Rehabilitation Project. The first portion of the project is bridge repairs. The second portion would be bridge replacement with the earliest possible construction start date of 2030. The third part would be for Miami-Dade County and the Village to look at the Bear Cut Bridge Emergency Contingency Plan.

There was discussion from Council and the Manager regarding the above items.

CIP and Program Manager Blank addressed the Council reporting on a status update regarding Capital Improvement Projects including the improvements, maintenance, and repair for the Beach Park. The expected construction start date is the Summer of 2023. There was discussion from Council regarding the above items and the current location of the park benches.

CIP and Program Manager Blank addressed the Council reporting on a status update for the Hampton Park project improvements. There was discussion from Council regarding plantings and holding at least two public meetings in order to have community input.

The Manager addressed the Council stating that the complete Capital Improvement Projects report

is included in the agenda.

Mayor and Councilmembers. Vice Mayor Moss addressed the Council regarding requesting the Mayor and Manager explore negotiations with FPL for possible mechanisms that can allow future reimbursement to underground electrical lines. There was discussion from Council and the Manager regarding the above item, FPL's Storm Secure Underground Program, and power line safety concerns.

It was the consensus of Council to direct the Manager to strengthen and harden the Village's electrical system.

The Attorney addressed the Council regarding the above items.

The Manager addressed the Council reporting that FPL will come to the Village in January and will provide a report on which properties' trees need to be trimmed.

Councilmember Vazquez addressed the Council regarding future resiliency initiatives, efficiency, and compliance.

There was discussion from Council and the Attorney regarding the above items.

Councilmember Sardiñas addressed the Council regarding equitable field usage. Director Hofferberth addressed the Council reporting a 30% increase in athletic participation over the last two years with no additional fields being added.

There was discussion from Council and the Manager regarding the above item.

It was the consensus of Council to direct the Manager to come back at a future date with the scope, list of participants needed and potential dates for a workshop for the above item. Councilmember McCormick requested the workshop be held after the Village Athletic Advisory Board has completed its study.

Vice Mayor Moss requested Director Hofferberth to send the current field usage assessment to Council.

Councilmember Sardiñas addressed the Council regarding requests for proposals for athletic vendors and reviewing bids.

There was extensive discussion from Council, Director Hofferberth and the Manager regarding the above items and the soccer program's current contract.

It was the consensus of Council for the Attorney and the Manager to come back at the next Regular Council Meeting on the policy for renewal of contracts, to report back with the timelines for the soccer program's contract renewal, and to draft a resolution on the policy for renewal and rebidding of contracts at the December '22 or January '23 Regular Council Meeting.

There was additional discussion from Council, Director Hofferberth, and the Manager regarding the above items.

Councilmember Sardiñas addressed the Council regarding a Youth Council initiative update.

There was discussion from Council regarding the above item and forming the Youth Council as a program under the Parks and Recreation Department so as not to be subjected to Florida's Sunshine law. There was discussion from Council and the Manager regarding community service hours, teens creating teen programming and having a Councilmember liaison assigned to assist.

Mayor Rasco addressed the Council regarding the possibility of dividing up initiatives and/or committee liaison assignments between Councilmembers.

There was extensive discussion from Council regarding the above item, the process for recruitment of potential board members, and to send the Clerk which board each Councilmember would like to serve on as a liaison and to bring that item back at a future Council Meeting.

Vice Mayor Moss addressed the Council regarding a Vision Plan update. A public meeting is proposed on December 6th at 6:00pm at the Community Center's Lighthouse Room with a panel discussion for the public to better understand the Vision Plan.

Village Attorney. The Attorney did not submit a report.

Village Clerk. The Clerk presented to the Council the Certification of the November 8, 2022 Municipal Election Results.

Pursuant to Section 2.02 (b) of the Village Charter, an election was held for the Vice Mayor's seat.

The Mayor opened the floor for nominations. Vice Mayor Moss made a motion to nominate Councilmember Caplan. The motion was seconded by Councilmember Vazquez and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, McCormick, Sardiñas, Vazquez, Vice Mayor Moss and Mayor Rasco voting Yes.

The Clerk presented to the Council the proposed 2023 Council Meeting Schedule.

There was discussion from Council and the Attorney regarding meeting days, meeting start times and the placement of the second public comments on the agenda.

Councilmember Vazquez made a motion to start the Council Meetings at 6:30pm. The motion was seconded by Councilmember Sardiñas.

Councilmember Moss made a friendly amendment to Councilmember Vazquez's motion to set a time certain of 8:00 p.m. for the second public comments section and then to go directly to the Manager's Report. Councilmember Vazquez accepted the friendly amendment to the motion.

The Vazquez motion was approved by a 7-0 voice vote, as amended. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan and Mayor Rasco voting Yes.

The following changes were requested to the proposed 2023 meeting schedule: to move the April 11th Regular Council Meeting to April 4th; to move the August 22nd Regular Council Meeting to August 29th; to move the September 6th 1st Budget Hearing to September 12th; to move the September 19th 2nd Budget Hearing to September 26th.

It was the consensus of Council to approve the 2023 Council Meeting schedule, as amended.

At this time, there was discussion from Council, the Manager, and the Attorney regarding the charter amendments passed in the November 2022 Municipal Election and that concepts will be provided in the Manager's Report at the next Regular Council Meeting.

At this time, Councilmember London addressed the Manager requesting to receive a schedule of when contracts are up for renewal. There was no objection to the request.

14. **OTHER BUSINESS/GENERAL DISCUSSION:** There was no further business discussed.
15. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.
16. **ADJOURNMENT:** The meeting was adjourned at 9:57 p.m.

Respectfully submitted:

Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____ 2023:

Joe I. Rasco
Mayor

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



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council

Joe I. Rasco, Mayor

Franklin H. Caplan, Vice Mayor

Brett G. Moss

Edward London

Allison McCormick

Oscar Sardiñas

Fernando A. Vazquez

DATE: January 17, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager

Village Manager

Steven C. Williamson

RE: Urban Search and Rescue Florida Task Force II (USAR FLTF-2) Memorandum of Agreement

RECOMMENDATION

I recommend that the Village Council approve the resolution authorizing the Village to enter into a Memorandum of Agreement (MOA) with the City of Miami Fire Rescue Department as the host agency of the USAR FLTF-2.

BACKGROUND

The Village of Key Biscayne has been a participant of the FEMA USAR FLTF-2 since its inception in the 1990s as one of 34 participating agencies. This is a federally funded program with its participants trained to respond to the worse disasters that include building collapses, hurricanes, earthquakes and search and rescue efforts in some of the worst conditions. The team members selected to serve as part of this group receive training and experience that enhances their skills, knowledge and abilities to perform during emergencies. This type of expertise is extremely beneficial for the Key Biscayne's community.

A current Memorandum of Understanding (MOA) is needed between the Village of Key Biscayne and the City of Miami. There are no costs associated with the MOA.

Once members of a participating agency are selected to serve on the USAR team, any activations are reimbursable. There may be costs associated with training members to become eligible to participate in the program. The funding for these training costs are incorporated in the FY23 Fire Department operating budget.

To date, the deployments that the Village of Key Biscayne has taken part in include responses to various hurricane rescue efforts, the 1996 Olympics, Haiti Earthquakes, building collapses in Puerto Rico, collapse of the twin towers on 9/11 and the Surfside building collapse.

The experiences gained during these trainings and relationships developed help support the mission of keeping the Village community safe and secure.

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MIAMI FIRE RESCUE DEPARTMENT, AS THE SPONSORING AGENCY OF THE SOUTH FLORIDA TASK FORCE 2 OF THE NATIONAL URBAN SEARCH AND RESCUE (USAR) RESPONSE SYSTEM, AND THE VILLAGE AS A PARTICIPATING AGENCY OF THE TASK FORCE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Fire Rescue Department, as the sponsoring agency, is responsible for recruiting, training, equipment procurement and organizing members of the South Florida Task Force 2 of the National Urban Search and Rescue (USAR) Response System (the “Task Force”); and

WHEREAS, the Task Force is designed to respond to a variety of disasters, such as hurricanes, floods, and hazardous material releases where victims may be trapped, lost or injured; and

WHEREAS, the Village of Key Biscayne (the “Village”) Fire Department has been a participating agency of this Task Force; and

WHEREAS, the Village Council desires to enter into the updated and new Memorandum of Agreement attached as Exhibit “A” to this Resolution (the “Agreement”); and

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

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

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Agreement Approved. The Village Council hereby approves the Agreement in substantially the form attached hereto as Exhibit “A.”

Section 3. Village Manager Authorized. The Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” subject to the Village Attorney’s approval as to legal form and sufficiency.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____
_____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Exhibit A
FL-TF2 Current & Anticipated Participating Agencies
Boca Raton Fire Rescue
Boynton Beach Fire Rescue
Broward Fire Academy
Broward Sheriff's Fire Rescue
Coconut Creek Fire Rescue
Cooper City Fire Rescue
Coral Gables Fire Rescue
Coral Springs Fire Rescue
Davie Fire Rescue
Deerfield Beach Fire Rescue
Delray Beach Fire Rescue
Fort Lauderdale Fire Rescue
Hallandale Beach Fire Rescue
Hialeah Fire Rescue
Hollywood Fire Rescue
Hospital, UM/Mercy/JMH
Lakeland Fire Rescue
Lauderdale Lakes Fire Rescue
Margate Fire Rescue
Miami Beach Fire Rescue
Miramar Fire Rescue
Monroe County Fire Rescue
North Naples Fire Rescue
Oakland Park Fire Rescue
Palm Beach County Fire Rescue
Palm Beach Gardens Fire Rescue
Pasco Sheriff's Office
Pembroke Pines Fire Rescue
Pompano Beach Fire Rescue
Sunrise Fire Rescue
Tamarac Fire Rescue
Tampa Fire Rescue
Village of Key Biscayne Fire Rescue
West Palm Beach Fire Rescue

City of Miami



ARTHUR NORIEGA
City Manager

October 18, 2021

Fire Chiefs
State of Florida
Department of Fire Rescue

**Re: MOA-Urban Search and Rescue Florida Task Force II (USAR FLTF-2)
Memorandum of Agreement justification for reading 2021**

Dear Fire Chiefs:

As we continue our partnership with your Fire Department, we are currently sending out a new Memorandum of Agreement (MOA). This MOA lasts several years which is in accordance with the FEMA Program Office mandate.

For audit purposes and to be within the guidelines of FEMA we must have a continuous MOA on file with your department.


The 2011 date as shown on the MOA is continuous from the previous MOA on file according to FEMA and City of Miami Commission.

Please have your Agency Representatives review the completed packet. Then fill out and sign "Exhibit B", pages 1, 16 and 55. Once you have done this, please send it back to us for final approval and signature.

Once the MOA is signed and approved, it will be sent to your Agency for your records.

Thank you for your understanding of this matter. Please let me know if you need any additional information to facilitate your consideration of this request.

Respectfully,


Erik Sanchez, Fire Captain
City of Miami Fire Rescue
US&R Program Manager
Florida Task Force II
U. S. Department of Homeland Security
P: (305)416-5472 email: usarpm@miamigov.com

SKD/ARF/JFZ
Enclosures

c: MOA letterhead from program manager

Exhibit B

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF MIAMI FIRE RESCUE
AS THE SPONSORING AGENCY
OF THE FLORIDA TASK FORCE 2
OF THE NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM

AND

(_____)

AS PARTICIPATING AGENCY OF THE TASK FORCE

This "Agreement" is entered into on the ____ day of _____, 20____, by and between the parties designated in Section 1, below, who agree that subject to all of the provisions of this Agreement, (_____) will serve as a Participating Agency for the Florida Task Force 2 of the National Urban Search and Rescue Response System. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this Agreement and that so long as this Agreement remains in effect, the party will fully perform all of those duties and responsibilities.

1. PARTIES

The parties to this Agreement are the following entities:

1.1 City of Miami Fire Rescue ("Sponsoring Agency"):

1151 NW 7 Street 3rd Floor, Miami, Florida 33136

(305) 416-5471

1.2 (_____) ("Participating Agency")

Name: (_____)

Address: (_____)

Telephone number: (_____)

2. RECITALS

Sponsoring Agency and Participating Agency have entered into this Agreement in recognition of the following Recitals:

2.1 Sponsoring Agency is a cooperative party under a “Memorandum of Agreement” dated 09-11-2008 with the Federal Emergency Management Agency (“FEMA”) and the State of Florida. A copy of the Memorandum of Agreement (the “FEMA MOA”) is attached to this Agreement as Appendix “A” and incorporated by reference.

2.2 National Urban Search & Rescue Response System. Pursuant to federal law, principally the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§5121 through 5206 (the “Stafford Act”), the U.S. Department of Homeland Security (“DHS”), acting through FEMA, operates the National Urban Search & Rescue Response System (“System”) in conjunction with State and local governments.

2.3 Task Forces. Each sponsoring agency is responsible for recruiting and organizing a Task Force consisting of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained with the requisite skills and capabilities required for urban search and rescue operations and/or deployment of the Task Force. A Task Force may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized Activations. Members of a Task Force may also be deployed as members of a management or other technical team.

2.4 Florida Task Force 2. The City of Miami Fire Rescue is the sponsoring agency for Florida Task Force 2 (the “Task Force”) and is charged with, among other things, recruiting and organizing members for the Task Force. In the performance of its responsibilities, the Sponsoring Agency may enter into cooperative arrangements with federal, state, or local government entities, or non-profit or for-profit entities, to serve as participating agencies in the Task Force and with individuals to serve as Affiliated Personnel of the Task Force. The Sponsoring Agency is obligated to enter into written agreements with those participating agencies and Affiliated Personnel settling forth the relationship between the parties.

2.5 Participating Agency. Participating Agency desires to be a participating agency in the Task Force, subject to all of the provisions of this Agreement.

2.6 Applicable Provisions. With respect to National Urban Search and Rescue Response System activities, this Agreement incorporates the provisions of Interim Final Rule, “National Urban Search and Rescue Response System,” 70 Fed. Reg. 9182 (Feb. 24, 2005) (“Interim Final Rule”), attached as Appendix “B,” as well as the provisions of the FEMA MOA, attached as Appendix “A.” To the extent the Interim Final Rule is contrary to the FEMA MOA the Interim Final Rule will prevail. Upon the effective date of the Final Rule governing this subject (“Final Rule”), the Final Rule shall supersede the Interim Final Rule in Appendix “B” and shall prevail over any contrary provisions of the Interim Final Rule or the FEMA MOA.

2.7 Definitions of Terms. Capitalized words and phrases in this Agreement have the same meaning as they do in the Interim Final Rule, unless or until superseded by the Final Rule. Capitalized words and phrases not defined in the Interim Final Rule or the Final Rule have the meaning given in this Agreement.

3. AGREED TERMS AND CONDITIONS

3.1 Participating Agency.

3.1.1 Participating Agency agrees to provide personnel to serve certain designated positions on the Task Force as determined by Sponsoring Agency.

3.1.2 Participating Agency further agrees that Participants will meet the required qualifications for the positions to be filled, will receive the required training specified in this Agreement and will satisfy other conditions of preparedness and response as required by the Sponsoring Agency.

3.1.3 The Parties will cooperate with each other so as to facilitate achievement of the goals and objectives of the System as fully and completely as possible.

3.2 Third Party Liability and Worker’s Compensation.

3.2.1 Participating Agency and its Participants shall be afforded such coverage for third party liability and worker’s compensation as is afforded all Task Forces and their System Members under Federal law, the scope of which is generally described in Appendices “A” and “B.”

3.2.2 Except as afforded by the Federal Government, the responsibility for risks associated with claims for third party liability and worker’s compensation arising out of participation in the Task Force, either organizationally by the Participating

Agency or individually by its Participants, shall be the responsibility of the Participating Agency and not under any circumstances, the responsibility of Sponsoring Agency. At all times, Participating Agency shall maintain in full force and effect, and provided proof thereof, for the benefits of its Participants and its other employees engaged in System activities, coverage for workers compensation and third-party liability to the full extent required by law.

3.3 Financial Provisions.

3.3.1 Preparedness Funds

3.3.1.1 In its sole discretion, Sponsoring Agency may distribute to Participating Agency such preparedness grant funding as Sponsoring Agency shall be eligible to and does receive from FEMA. Any such distributions shall be subject to the requirements of the preparedness grants and the needs of the Task Force generally.

3.3.1.2 Any other funding received by Sponsoring Agency from sources other than the federal government may also be made available as Sponsoring Agency determines in its discretion. Sponsoring Agency shall make such distributions fairly and equitable taking into account the mission, goals and objectives of the Task Force and the needs of the Sponsoring Agency as compared to other proper needs and demands.

3.3.2 Response Funds

3.3.2.1 Sponsoring Agency shall promptly reimburse Participating Agency for response expenses that are authorized to be incurred by or for the benefit of Participants engaged in Task Force activities, upon receiving reimbursement for such expenses from the federal government. Such expenses must be properly ascertained, accumulated and reported to the Sponsoring Agency, and the funds to be utilized for payment must have been reimbursed by or on behalf of FEMA to Sponsoring Agency.

3.3.2.2 After an Activation, Participating Agency shall provide Sponsoring Agency with a complete cost reimbursement package to be submitted by Sponsoring Agency as part of an overall claim package which Sponsoring Agency is obliged to submit to FEMA. The Participating Agency's final

cost reimbursement package shall be submitted to the Sponsoring Agency no later than 30 days after the end of the Personnel Rehabilitation Period established by FEMA. It is the Participating Agency's sole responsibility to include all eligible costs in its final cost reimbursement package. The Sponsoring Agency shall have no obligation to reimburse any costs not included in the final cost reimbursement package. Participating Agency's cost reimbursement package shall be prepared in conformance with applicable federal directives which Sponsoring Agency shall disseminate to Participating Agency. It is the Participating Agency's sole responsibility to ensure the timely and accurate submission of its cost reimbursement package. Cost reimbursement packages containing significant errors or that do not comply with applicable federal directives will be rejected at the Sponsoring Agency's sole discretion.

3.3.2.3 Participating Agency shall provide Sponsoring Agency with employee compensation information for its Participants at least annually, or as changes occur in compensation rates payable to Participants. That information and other pertinent Participant data required by Sponsoring Agency can be accessed at FLTF2.US.

3.3.2.4 To ensure proper reimbursement from FEMA, the compensation of Participants on the Task Force shall be in accordance with pay schedules and policies established by Appendix "B", from the time of activation and until the Task Force returns, is deactivated and Participants are returned to regular work schedules.

3.3.2.5 All financial commitments of Sponsoring Agency are subject to the availability and receipt of funds by Sponsoring Agency from FEMA and other sources.

3.3.2.6 Neither Participating Agency nor any Participant shall be reimbursed for costs incurred outside the scope of this Agreement.

3.3.2.7 Participating Agency is responsible for and will verify the accuracy of all cost information included in its cost reimbursement package. In the event FEMA audits Participating Agency's cost reimbursement package

and determines that certain costs are ineligible for reimbursement, the Participating Agency will promptly return to the Sponsoring Agency any amounts received in connection with such ineligible costs within 30 days of written notice from the Sponsoring Agency.

3.4 Reporting and Record Keeping Requirements.

3.4.1 The Participating Agency shall provide the Sponsoring Agency with requested team member records within ten business days.

3.4.2 The Sponsoring Agency may issue a Task Force Picture Identification Card to team members.

3.4.3 Participating Agency shall ensure that any medical or other records and information that are afforded confidentiality under applicable law are protected from unauthorized disclosure.

3.4.4 Participating Agency shall provide prompt and accurate reporting as specified in this Agreement.

3.5 Mandatory Minimum Requirements for Participation. Each Participant must satisfy all of the following for participation on the Task Force.

3.5.1 Each Participant shall be an employee in good standing of the Participating Agency. Entry-level employees who are probationary or in a similar status are not eligible.

3.5.2 Each Participant shall be of good character and shall not have been convicted of any felony or any other criminal offense involving moral turpitude.

3.5.3 Participants serving in a Task Force position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization, which must be current and validly issued. A copy of each document is required on file with the Sponsoring Agency.

3.5.4 Subject to any applicable FEMA standards, each Participant must meet the medical/fitness standards mutually agreed upon by Sponsoring Agency and Participating Agency and not have any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.

3.5.5 Each Participant must be available on short notice and be able to respond on a mission for up to 14 days.

3.5.6 Each Participant must be capable of improvising and functioning for long hours under adverse working conditions.

3.5.7 Each Participant must receive such inoculations as are specified by the Sponsoring Agency.

3.5.8 Each Participant must be aware of the signs, symptoms and corrective measures of Critical Incident Stress Syndrome.

3.5.9 Each Participant must understand and adhere to safe working practices and procedures as required in the urban disaster environment.

3.5.10 Each Participant must have a working knowledge of the US&R System and the Task Force's organizational structure, operating procedures, safety practices, terminology and communication protocols.

3.5.11 Each Participant must have completed such courses of education and training and other requirements as the Sponsoring Agency shall specify.

3.5.12 Sponsoring Agency has the authority the immediately suspend or terminate a Participant's participation on the Task Force for failure to satisfy any requirement.

3.6 Clothing and Equipment.

3.6.1 Sponsoring Agency will issue to each Participant certain items of personal protective clothing and equipment for use in Task Force activities and operations. In the event of Activation, Participant shall provide certain additional items of personal clothing and equipment. Item of clothing and equipment supplied by Sponsoring Agency shall remain the property of Sponsoring Agency and shall be returned promptly whenever person ceases to be a Participant. It shall be the responsibility of the Participant Agency to ensure the return of all equipment issued. It shall be in serviceable condition or the Participating Agency will reimburse the Task Force for the cost of the equipment.

3.6.2 Subject to FEMA requirements, all uniforms will display the official patch of the Task Force and the official patch of the System, as specified by the Sponsoring Agency. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

3.7 Command, Control and Coordination.

3.7.1 When a Participant has been Activated or has otherwise been placed at the direction, control and funding of FEMA, such as, for example, during participation in FEMA sponsored training, the ultimate authority for command, control and coordination of the service of the Participant reposes with FEMA exercised through the system chain of command. Subject to the principle just stated, the following provisions of this Section 3.7 govern the responsibilities of the parties with respect to supervisory, disciplinary and other specified aspects of the Participant's employment within the context of his/her participation on the Task Force.

3.7.2 Sponsoring Agency shall exercise direct supervisory authority over Participants during Activations, deployments and other activities of the Task Force conducted by Sponsoring Agency, but for disciplinary purposes, that authority is limited to temporary suspension or permanent exclusion from participation. In all other instances where disciplinary action may be necessary, Sponsoring Agency shall report the pertinent circumstances to Participating Agency, which shall cooperate with Sponsoring and shall administer discipline as appropriate in accordance with the Participating Agency's established rules and regulations.

3.7.3 Nothing in this Agreement is intended to, nor does it, affect the employer-employee relationship between Participating Agency and its employees who are Participants, and Participating Agency shall at all times continue to be fully responsible for all of its employment obligations to its employee Participants, including the compensation and benefits that the Participating Agency has agreed to provide.

3.7.4 While participating in System activities conducted by the Task Force, Participants shall be subject to and observe and comply with all lawful orders and directions of the authorized representatives of Sponsoring Agency and the Task Force. Sponsoring Agency retains the right to suspend or exclude any Participant from participation on the Task Force for cause including failure to abide by the provisions of this Agreement.

3.8 Media and Information Policy.

3.8.1 Subject to applicable law, including FEMA regulations and directives, all photographs and video taken during a deployment will be kept under the control of Sponsoring Agency until use in internal or external education programs or other dissemination is approved by FEMA.

3.8.2 All applicable federal, state, and local media policies will be strictly enforced and followed.

3.8.3 Subject to applicable rules and regulations, Sponsoring Agency will have the primary responsibility for coordination of media coverage and liaison with media sources and representative concerning activities of the Task Force. Sponsoring Agency shall endeavor to expose all Participating Agencies to favorable media coverage opportunities.

3.9 Rules of Conduct.

3.9.1 All Participants will be expected to abide by the rules of conduct established by FEMA and the Sponsoring Agency.

3.9.2 The failure of a Participant to abide by the rules of conduct constitutes may result in suspension or exclusion from the Task Force under Section 3.7 above.

3.10 Preparedness Activities.

3.10.1 Sponsoring Agency shall conduct Task Force management, administration, training, equipment procurement and other preparedness activities required by FEMA. Participating Agency and its Participants shall cooperate with Sponsoring Agency and shall participate in the activities as necessary to achieve Task Force preparedness goals and objectives.

3.10.2 Participating Agency cooperation may be required for specific training activities to be conducted, respectively, by Sponsoring Agency and by Participating Agency, including training, administration and reporting requirements.

3.10.3 As established by System directives but subject to the availability of federal funding, Sponsoring Agency shall procure and maintain required caches of equipment and supplies. The contents of these caches shall be utilized for deployments of the Task Force and, subject to federal rules and regulations, will be make available for training activities of Sponsoring Agency and Participating

Agency. Participants shall use Task Force cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. The Participating Agency shall be financially accountable for any Task Force property that is lost or damaged due to negligence or unauthorized use by the Participating Agency.

3.11 Notification Procedures and Other Communications.

3.11.1 Alerts and Activation.

3.11.1.1 Sponsoring Agency's commander/chief executive officer or his/her designee shall determine whether the Task Force is capable of and will respond to Activation Orders.

3.11.1.2 Participating Agency shall maintain at all times a "Point of Notification" for receipt of notices from Sponsoring Agency concerning possible deployments of the Task Force. The Point of Notification shall include 24-hour telephonic and electronic capabilities. Information concerning the Participating Agency Point of Notification shall be set forth in Appendix "C".

3.11.1.3 Upon receipt of Alert or Activation Orders, Sponsoring Agency shall give prompt telephonic or electronic notice to Participating Agency's Point of Notification. The Notice shall designate the Task Force positions for which Participating Agency's Participants are being requisitioned, the location of the assembly point, and to the extent known, the nature and character of the Activation.

3.11.1.4 Participating Agency shall at all times maintain the capability of providing requisitioned Participants for participation on a deployment of the Task Force.

3.11.1.5 Upon receipt of an Activation Order for the Task Force, Participating Agency shall cause the required Participants to respond to the assembly point designated in the notice.

3.11.2 Mobilization.

3.11.2.1 All requisitioned Participants will respond to the designated assembly point within two hours of notification with all required personal clothing and equipment and required documentation.

3.11.2.2 Participating Agency will select its Participants through a pre-established selection system that ensures the requisition is promptly filled with fully qualified Participants.

3.11.2.3 Selected Participant will be subject to a pre-deployment medical screening. Any Participant who fails the screening will not be deployed.

3.11.2.4 Sponsoring Agency retains the sole right to determine which Participating Agency personnel, if any, will respond with the Task Force when Activated.

3.11.3 Other Communications. Sponsoring Agency will remain in contact with Participating Agency through the web-based communication system if conditions allow.

3.12 Critical Incident Stress Syndrome (“CISS”) and Management.

3.12.1 Sponsoring Agency will have primary responsibility to provide CISS training, intervention and support, before, during and after Activation.

3.12.2 Costs incurred for unauthorized CISS activities are not eligible for reimbursement.

4. GENERAL PROVISIONS

4.1 Term. This Agreement shall be effective on the date first written above and shall continue in effect for ten years thereafter unless terminated earlier in accordance with Section 4.4.

4.2 Authority. As more specifically indicated above and below, this Agreement is made (a) pursuant to the provisions of the Interim Final Rule or the Final Rule; and (b) under the authority of Florida law, in furtherance of the purposes of the National Urban Search and Rescue Response System.

4.3 Contents of the Agreement. Upon its execution, the Agreement consists of this Agreement, along with the following Appendices and other attachments, if any:

4.3.1 Appendix “A” – The currently effective Memorandum of Agreement between FEMA, the State of Florida, and Sponsoring Agency, by which City of Miami Fire Rescue is appointed as and has agreed to serve as Sponsoring Agency for the Task Force.

4.3.2 Appendix “B” – The federal regulations published on February 24, 2005 in the Federal Register as the Interim Final Rule at Vol. 70, No. 36, pages 9182-9203.

4.3.3 Appendix “C” – Participating Agency’s Point of Notification.

4.4 Amendments and Termination.

4.4.1 Except as otherwise expressly provided, this Agreement may be modified or amended only by another written agreement approved and executed by both parties, and all such amendments will be attached to this Agreement.

4.4.2 Termination. The Agreement may be terminated by either party upon 30 days written notice, except that Participating Agency may not terminate this Agreement without the written consent of Sponsoring Agency during any time interval when the Task Force has been placed on Alert status or has been Activated if the Alert or Activation affects Participants of the Participating Agency.

4.5 Miscellaneous Provisions.

4.5.1 The obligations of the Participating Agency set forth in this Agreement are non-delegable and may not be assigned to or assumed by any other person without the prior written consent of Sponsoring Agency.

4.5.2 Except and to the extent federal law controls, this Agreement shall be construed and enforced, as between the parties, according to the laws of the State of Florida.

4.5.3 No party shall engage in any conduct or activity in the performance of this Agreement or participation in the System that constitutes a conflict of interest under applicable federal, state or local law, rules and regulations.

4.5.4 Each party shall at all times observe and comply with all applicable federal, state and local laws, rules and regulations.

4.5.5. Except as provided otherwise with respect to emergency notifications, if it is necessary for the purpose of this Agreement for one of the named parties to give notice to the other named party, notice shall be in writing with the expenses of

delivery or mailing fully prepaid and shall be delivered by personal service or a form of public or private mail service requiring proof of delivery. Notice is effective upon personal delivery, or by mail service, on the date of either actual receipt or five days after posting, whichever is first. Unless changed in writing in accordance with this Section, notice shall be served on the party at the address shown in Sections 1.1 and 1.2 of this Agreement.

4.5.6 Titles and section headings are for convenience only and are not a part of the parties' Agreement.

4.5.7 Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the Agreement which shall continue in full force and effect.

4.5.8 This Agreement and its provisions are binding upon and inure to the benefit of the parties and to their respective successors in interest, provided, however, this Agreement does not and will not bestow any rights or remedies upon persons to whom an unlawful delegation or assignment has been made by Participating Agency.

4.5.9 This Agreement is made for the sole and exclusive benefit of the named parties and their lawful successors in interest, and no other person or entity is intended to, nor shall such other person or entity acquire or be entitled to receive any rights or benefits as a third-party beneficiary of this Agreement.

4.5.10 Neither the United States of America nor the State of Florida is a party to this Agreement.

4.5.11 Each person executing this Agreement represents that: he/she was and is lawfully authorized to sign the Agreement on behalf of the party he/she represents; execution of the Agreement was duly and regularly authorized by the party's governing body; and, to the person's best knowledge and belief the Agreement is a binding and enforceable obligation of the party on whose behalf he/she acted.

4.5.12 Each party represents to the other: that the party has fully read and understood all of the provisions of this Agreement including the Appendices and other attachments, if any; that the party has secured and considered such legal

advice and other expert counsel as the party deemed necessary and advisable for these purposes; and. That in agreeing to execute and become a signatory to this Agreement the party has deemed itself adequately informed and advised as to all of the risks assumed and obligations undertaken pursuant to this Agreement.

4.5.13 This Agreement, including the Appendices and attachments, if any, constitutes the entire agreement between the parties and it supersedes any prior agreements on this matter.

4.5.14 This Agreement supersedes and replaces in its entirety any existing agreement by and between the parties relating to Florida Task Force 2 of the National Urban Search and Rescue Response System as of the date of this Agreement.

4.5.15 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

SIGNATURE PAGE FOLLOWS

ATTEST:

Sponsoring Agency

CITY OF MIAMI,

a Florida municipal corporation

By: _____
Todd B. Hannon, City Clerk

By: _____
Arthur Noriega V, City Manager

APPROVED AS TO LEGAL FORM
CORRECTNESS:

APPROVED AS TO INSURANCE AND
REQUIREMENTS:



By: _____
Victoria Méndez, City Attorney

By: _____
Ann-Marie Sharpe, Director
Department of Risk Management

ATTEST:

Participating Agency

Name:

By: _____

Title: _____

Name:

By: _____

Title: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

APPENDIX A



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Master Report

Resolution R-08-0604

File ID #: 08-00980

Enactment Date: 9/11/08

Version: 1

Controlling City Commission
Body:

Status: Mayor's Office for
Signature

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND TO EXECUTE, SUBJECT TO APPROVAL OF LEGAL FORM AND CORRECTNESS BY THE CITY ATTORNEY, A MEMORANDUM OF AGREEMENT ("MOA") BETWEEN THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, ACTING THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE STATE OF FLORIDA, AND THE CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE, THE SPONSORING AGENCY OF FLORIDA TASK FORCE 2; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND TO EXECUTE ANY FUTURE AMENDMENTS TO THE MOA, SUBJECT TO THE APPROVAL OF LEGAL FORM AND CORRECTNESS BY THE CITY ATTORNEY, AND BUDGETARY APPROVAL AT THE TIME OF NEED.

Reference:

Introduced: 8/18/08

Name: New MOA-"USAR"

Requester: Department of
Fire-Rescue

Cost:

Final Action: 9/11/08

Notes:

Sections:

Indexes:

Attachments: 08-00980 Legislation.pdf, 08-00980 Exhibit.pdf, 08-00980 Summary Form.pdf, 08-00980 Letter.pdf

Action History

Var.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
1	Office of the City Attorney	9/3/08	Reviewed and Approved				
1	City Commission	9/11/08	ADOPTED				1

A motion was made by Angel Gonzalez, seconded by Marc David Sarnoff, that this matter be ADOPTED. The motion carried by the following vote:
Aye: 5 - Angel Gonzalez, Marc David Sarnoff, Joe Sanchez, Tomas Regalado and Michelle Spence-Jones



City of Miami
Legislation
Resolution

City Hall
3600 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 08-00980

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND TO EXECUTE, SUBJECT TO APPROVAL OF LEGAL FORM AND CORRECTNESS BY THE CITY ATTORNEY, A MEMORANDUM OF AGREEMENT ("MOA") BETWEEN THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, ACTING THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE STATE OF FLORIDA, AND THE CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE, THE SPONSORING AGENCY OF FLORIDA TASK FORCE 2; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND TO EXECUTE ANY FUTURE AMENDMENTS TO THE MOA, SUBJECT TO THE APPROVAL OF LEGAL FORM AND CORRECTNESS BY THE CITY ATTORNEY, AND BUDGETARY APPROVAL AT THE TIME OF NEED.

WHEREAS, the South Florida Urban Search and Rescue ("USAR") Task Force, Florida Task Force 2 ("FL TF 2") is funded annually by the Federal Emergency Management Agency ("FEMA") for the operation of its program; and

WHEREAS, since 1989, the City of Miami ("City") Department of Fire-Rescue has successfully sponsored the existing South Florida USAR Task Force, FL TF 2 with said funding; and

WHEREAS, pursuant to Resolution No. 01-484, adopted May 24, 2001, and Resolution No. 05-0212, adopted April 14, 2005, the City Manager entered into a Memorandum of Agreement ("MOA") with participating agencies setting forth the agencies' responsibilities in connection with the development and support of a local USAR Task Force coordinated by the City's Department of Fire-Rescue with all costs to be reimbursed by state and federal funding sources; and

WHEREAS, FEMA and the FL TF 2 have been operating under the same MOA since 1998, and several operational, legal and regulatory changes have been made since then, and FEMA is requiring all its sponsoring agencies, participating agencies and certain strategic individuals to update their agreements with a new standard MOA that was developed, subject to some state statutory differences for participating agencies in the various states; and

WHEREAS, separate future legislation will be presented to the City Commission to authorize the updated list of participating agencies and strategic individuals such as doctors and forensic engineers in a newly formatted Memorandum of Understanding with those agencies and individuals; and

WHEREAS, the attached MOA is necessary to continue without interrupting the operation of the South Florida USAR Task Force Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI, FLORIDA:

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APPENDIX A



File Number: 08-00880

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The City Manager is authorized(1) to negotiate and to execute a MOA, subject to approval of legal form and correctness by the City Attorney, between the United States Department of Homeland Security, acting through FEMA, the State of Florida, and the City's Department of Fire-Rescue, the Sponsoring Agency of FL TF 2.

Section 3. The City Manager is authorized(1) to negotiate and to execute any future amendments to the MOA, subject to the approval of legal form and correctness by the City Attorney, and budgetary approval at the time of need.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.(2)

APPROVED AS TO FORM AND CORRECTNESS:

JULIE O. BRU
CITY ATTORNEY

Footnotes:

(1) The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

(2) If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

08-1386

APPENDIX A

MEMORANDUM OF AGREEMENT
FOR PARTICIPATION IN
THE NATIONAL URBAN SEARCH & RESCUE RESPONSE SYSTEM

Memorandum of Agreement between the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency, the State of Florida, and the City of Miami Fire Rescue, the Sponsoring Agency of Florida Task Force 2, regarding participation in the National Urban Search & Rescue Response System.

I. PARTIES

The parties to this Agreement are the Department of Homeland Security, acting through the Federal Emergency Management Agency, the State of Florida, and the City of Miami Fire Rescue, the Sponsoring Agency of Florida Task Force 2.

II. AUTHORITY

This Agreement is authorized under the Homeland Security Act as amended (6 U.S.C. §§ 101 *et seq.*); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5206); and the National Urban Search & Rescue Response System Interim Final Rule, 70 Fed. Reg. 9182 (Feb. 24, 2005), codified at 44 CFR Part 208. (Upon the effective date of a Final Rule, the Final Rule will supersede the cited Interim Final Rule and its provisions shall prevail over any contrary provisions of the Interim Final Rule.)

III. PURPOSE

This Agreement sets forth responsibilities with respect to participation in the National Urban Search & Rescue Response System.

IV. DEFINITIONS

A. DHS means the Department of Homeland Security.

FEMA means the Federal Emergency Management Agency, an operational component of DHS.

FEMA-Sanctioned Training or Exercise means a training session or exercise sponsored by an organization other than FEMA, which has received FEMA approval.

Regulations means the National Urban Search & Rescue Response System regulations published at 44 CFR Part 208.

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APPENDIX A

Preparedness Cooperative Agreement means a Preparedness Cooperative Agreement as defined in Section 208.2 of the Regulations.

Stafford Act means the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5206).

System Resources means System Members, canines, tools and equipment maintained by a Sponsoring Agency, Participating Agency, or Affiliated Personnel for use as part of the System.

Task Force Program Manager means the person designated by the Sponsoring Agency to be responsible for the day-to-day administration and management of the Task Force.

- B. The following terms, as used in this Memorandum of Agreement, have the meaning set forth in the Stafford Act at 42 U.S.C. § 5122:

Major Disaster

Emergency

- C. The following terms, as used in this Agreement, have the meaning set forth in Section 208.2 or 208.32 of the Regulations:

Activated or Activation

Advising or Advisory

Affiliated Personnel

Alert

Demobilization Order

Participating Agency

Preparedness Cooperative Agreement

Sponsoring Agency

System or National Urban Search & Rescue Response System

System Member

Task Force

US&R or Urban Search and Rescue

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APPENDIX A

V. RESPONSIBILITIES

- A. DHS, through FEMA, is responsible for developing and administering the System, and its responsibilities include:
1. Promulgating the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 2. Maintaining overall direction and control of System Resources engaged in System activities, as contemplated in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 3. Maintaining an advisory and consultative structure for communicating and consulting with System participants with respect to the responsibilities set forth in this section, as appropriate;
 4. Preparing, providing, and maintaining a Preparedness Cooperative Agreement and a Response Cooperative Agreement with the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 5. Providing preparedness funding to the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 6. Developing, scheduling, and delivering FEMA-Sponsored Training and Exercises;
 7. Granting FEMA sanction to training and exercises in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 8. Maintaining overall direction and control of System Resources engaged in FEMA-Sanctioned Training and Exercises and FEMA-Sponsored Training and Exercises;
 9. Evaluating System and performance in accordance with the Regulations, standards, policies and procedures and directives of the System;
 10. Advising, Alerting, Activating and Demobilizing System Resources;
 11. Obtaining the consent of the State, if applicable, and the Sponsoring Agency to Alert or Activate System Resources, in accordance with the Regulations, standards, policies and procedures of the System;
 12. Appointing System Members into Federal service at appropriate times;

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13. Taking steps as necessary to ensure coverage for System Members under the Federal Employees Compensation Act, the Federal Tort Claims Act, and the Public Safety Officers Benefit Act during FEMA-Sponsored Training and Exercises, FEMA-Sanctioned Training and Exercises, Alert, and Activation, to the extent allowed by law;
14. Processing claims for Federal employee benefits, as set forth in the Regulations and this Agreement;
15. Maintaining overall direction and control of System Resources engaged in System activities during Alert or Activation;
16. Providing ground, air, rail, or marine transportation for System Resources during Alert or Activation, as required;
17. Providing re-supply and logistical support for System Resources during Activation;
18. Establishing, developing, administering, Advising, Alerting, Activating, Demobilizing, and maintaining overall direction and control of System management teams, as appropriate;
19. Notifying the Sponsoring Agency when FEMA has Alerted, Activated, or Deactivated a Task Force member for participation on a System management team or in a technical function;
20. Scheduling and conducting periodic meetings of System advisory committees and other consultative bodies;
21. Processing claims for reimbursement in accordance with the Regulations; and
22. Ensuring proper coordination and cooperation within FEMA, between FEMA and other DHS components and entities, and between FEMA and other Federal, state, local, and private-sector entities for the purpose of System activities.

B. The State, if applicable, is responsible for:

1. Maintaining 24-hour per day capability to receive a request for Alert or Activation of System Resources and to accept or decline the request within one hour; and
2. Using Task Forces resident within the State as State assets before requesting additional Task Forces from FEMA in anticipation of, or in response to, a disaster or emergency within the State for which the State or

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its local governments have primary responsibility, unless the resources have been otherwise committed.

C. The Sponsoring Agency is responsible for organizing and administering the Task Force, and this responsibility includes the following:

1. Recruiting and training the Task Force, according to the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System promulgated by FEMA;
2. Designating a Task Force Program Manager, as well as other such persons as required by the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
3. Executing a Preparedness Cooperative Agreement and a Response Cooperative Agreement with FEMA, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
4. Providing administrative, financial, and personnel management for the Task Force, to include providing FEMA with all documentation required to appoint System Members into Federal service;
5. Maintaining such agreements with Participating Agencies and Affiliated Personnel as are required under the Regulations, standards, policies, directives, procedures, and overall concept of operations for the System. Agreements with Participating Agencies and Affiliated Personnel for System activities must be consistent with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System, and this Memorandum of Agreement. All agreements with Participating Agencies must include an express authorization for the Sponsoring Agency to commit an employee of the Participating Agency to Federal service. All agreements with Affiliated Personnel must include an express authorization for the Sponsoring Agency to commit the individual to Federal service;
6. Registering and qualifying all Task Force medical personnel, as required under the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
7. Requesting FEMA sanction for training and exercises, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
8. Notifying FEMA when there is a change in the operational status of the Task Force;

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9. Maintaining 24-hour per day capability to receive a request for Alert or Activation of System Resources and to accept or decline the request within one hour;
10. Acquiring, maintaining, and accounting for equipment, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
11. Complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
12. To the extent that the Sponsoring Agency chooses to provide System Members for System management teams and technical functions, or for any FEMA advisory and consultative entities, complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System with respect to these System Members;
13. Keeping all records relating to the Task Force, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
14. Submitting to FEMA a copy of any agreements it maintains with any Participating Agency and Affiliated Personnel; and
15. Processing state and local employee benefit claims for which a System Member may be eligible.

VI. POINTS OF CONTACT

A. DHS/FEMA:

Acting Chief, Urban Search & Rescue Branch
Federal Emergency Management Agency
U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472
(202) 646-3456

B. Sponsoring Agency

Chief, City of Miami Fire Rescue
1151 NW 7th Street - 3rd Floor
Miami, FL 33136
305-416-5401

D58-1356e

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VII. OTHER PROVISIONS

A. Financial Arrangements

1. FEMA shall provide the Sponsoring Agency with funding for preparedness activities pursuant to a Preparedness Cooperative Agreement, in accordance with the Regulations.
2. FEMA shall reimburse the Sponsoring Agency for costs incurred in System response activities pursuant to a Response Cooperative Agreement, in accordance with the Regulations.
3. All financial commitments are subject to the availability of funds. Nothing in this Agreement obligates funds of the respective parties.

B. Title to Equipment

1. Title to equipment purchased and maintained by the Sponsoring Agency with funds provided under a cooperative agreement prior to February 24, 2005 vests in the Sponsoring Agency in accordance with 44 CFR § 13.32(a).
2. Title to equipment purchased and maintained by the Sponsoring Agency with funds provided under a Preparedness Cooperative Agreement vests in the Sponsoring Agency in accordance with 44 CFR § 13.32(a).
3. Title to equipment purchased by DHS, and distributed to and maintained by the Sponsoring Agency, remains vested in DHS in accordance with 44 CFR § 13.32(f), unless transferred to the Sponsoring Agency under applicable Federal regulations.

C. Use of Sponsoring Agency Resources

1. Offer, consent and acceptance of services, facilities and employees

The Sponsoring Agency and the State offer and consent to FEMA's use of their services, facilities, and employees as specifically described in this Memorandum of Agreement with respect to the System, and FEMA accepts the offer of such services, facilities, and employees in carrying out the purposes of the Sections 306(a) and 621(c)(1) of the Stafford Act, 42 U.S.C. §§ 5149(a) and 5197(c)(1).

APPENDIX A

2. Appointment into Federal Service

- a. FEMA will appoint System Members into Federal service pursuant to section 208.11 of the Regulations, as follows:
 - (1) When instructing or participating in FEMA-Sanctioned Training and Exercises;
 - (2) When instructing or participating in FEMA-Sponsored Training and Exercises;
 - (3) When undertaking specific duties required by FEMA during an Alert to prepare for Activation; and
 - (4) When Activated.
- b. At all such times when System Members are appointed into Federal service, those System Members will be under FEMA's overall direction and control.
- c. A System Member's appointment into Federal service is concurrent with a System Member's employment with the Sponsoring Agency or other entity.

D. Coverage under Federal statutes; FEMA's intent

1. Pursuant to section 208.11 of the Regulations, it is FEMA's intent that on the basis of subsections C.1. and 2., above, System Members appointed into Federal service are Federal employees during the activities described in subsection C.2.a., above, for the purposes of the following acts:
 - a. The Federal Employees Compensation Act.
 - b. The Federal Tort Claims Act.
2. It is FEMA's intent that System Members appointed into Federal service are Public Safety Officers during the activities described in subsection C.2.a., above, as defined in the Public Safety Officers Benefit Act, 42 U.S.C. § 3796b.
3. No individual may participate in the Task Force who is not an employee of the Sponsoring Agency, an employee of a Participating Agency, or an Affiliated Personnel.
4. Nothing contained within this Agreement is intended to diminish a System Member's non-Federal employment rights, relationships, or entitlements to non-Federal pension or welfare benefits.

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APPENDIX A

- E. FEMA, the State, and the Sponsoring Agency will not discriminate against any System Member or applicant for a position as a System Member on the grounds of race, color, religion, sex, age, national origin, or economic status in fulfilling any and all obligations under this Memorandum of Agreement.
- F. Use of Federal facilities, supplies and services will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provision of technical assistance and other relief and assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, sex, age, national origin, or economic status.

VIII. EFFECTIVE DATE

The terms of this Agreement will become effective on the date that the last party signs this Agreement.

IX. MODIFICATION, AMENDMENT, AND TERMINATION

- A. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force.
- B. This Agreement may be modified or amended only with the written agreement of all of the parties.
- C. This Agreement remains in effect unless terminated. This Agreement may be terminated by any party upon 30 days written notice.
- D. This Agreement is the full and complete agreement between the undersigned parties, and supersedes any prior agreement between the parties, written or oral, with the exception of an existing Preparedness Cooperative Agreement or Response Cooperative Agreement.
- E. This may be executed in several counterparts, each of which is a valid agreement, provided that all parties to the Memorandum of Agreement have executed at least one original copy of the Memorandum of Agreement.

APPENDIX A

X. EXECUTION

Clenn M. Cannon

Clenn M. Cannon
Assistant Administrator
Disaster Operations Directorate
Federal Emergency Management Agency

Date: 6/18/08

Regional Administrator

Date: _____

Director
State Emergency Management Agency

Date: _____

Please see attached required signatures for City of Miami, Florida
and City of Miami Fire-Rescue Department

Chief Executive or Designee
Sponsoring Agency

Date: _____

Also Attached: City of Miami, Florida Authorizing Resolution
No. 08-0504 adopted by City Commission on September 11, 2008

08-1386



A New Memorandum of Agreement (MOA) for Urban Search & Rescue ("USAR")
between the US Department of Homeland Security and the City of Miami

Background Information (Continued)

Since 1989, Florida Task Force 2 has been an integral part of the FEMA's National Urban Search and Rescue ("USAR") Response System. The new FEMA continues to establish its role as the Nation's premier emergency management and preparedness agency. FEMA and FL Task Force 2 have been operating under the same MOA since 1998. Several operational, legal and regulatory changes have been made and FEMA is requiring all its sponsoring agencies, participating agencies, and strategic individuals to update and execute new standard MOAs. Separate legislature will be presented later for the participating agencies and strategic individuals.

08-1386

APPENDIX A



U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472



FEMA

JUN 18 2006

Chief William Bryson
City of Miami Fire Rescue
1151 NW 7th Street - 3rd Floor
Miami, Florida 33136

Dear Chief Bryson:

Since 1989, Florida Task Force 2 has been an integral part of the Federal Emergency Management Agency's (FEMA) National Urban Search and Rescue (US&R) Response System. As the new FEMA continues to establish its role as the Nation's premier emergency management and preparedness agency, we look forward to continuing our relationship with Florida Task Force 2.

FEMA and Florida Task Force 2 have been operating under the same Memorandum of Agreement (MOA) since 1998. Several legal and regulatory changes have been made since then, including the transfer of FEMA to the Department of Homeland Security in 2003 and the publication of the US&R Interim-Final Rule at 44 CFR Part 208 in 2005. To update our agreements, FEMA is requiring all US&R Task Forces to execute a new standard MOA. The new MOA was developed by the US&R Legal Issues Work Group, which includes representatives from US&R Task Forces, the US&R Program Office, and FEMA's Office of Chief Counsel; and was reviewed by all 28 US&R Task Forces.

FEMA is requesting that you review, sign, and return the enclosed new MOA within 60 days. We recognize that the unique organizational structure of the 28 US&R Task Forces may require minor modifications to the standard MOA and that additional time may be needed to review and return the MOA depending on your Task Force's review process. If you would like to discuss making any changes or need additional time for submission, please contact Dave Webb, Acting Chief, Urban Search and Rescue Branch, at 202-646-3456 or dave.webb@dhs.gov.

We look forward to continuing the strong, cooperative relationship between FEMA and Florida Task Force 2 as we help to ensure the Nation is ready to respond to all hazards.

Sincerely,

Glenn M. Cannon
Assistant Administrator
Disaster Operations Directorate

Enclosure

08-1386

www.fema.gov



Federal Register

**Thursday,
February 24, 2005**

Part III

**Department of
Homeland Security**

Federal Emergency Management Agency

44 CFR Part 208

**National Urban Search and Rescue
Response System; Maximum Pay Rate
Table, National Urban Search and Rescue
Response System (US&R); Interim Final
Rule and Notice**

DEPARTMENT OF HOMELAND SECURITY**Federal Emergency Management Agency****44 CFR Part 208**

RIN 1660-AA07 (formerly RIN 3067-AC93)

National Urban Search and Rescue Response System

AGENCY: Federal Emergency Management Agency (FEMA), Emergency Preparedness and Response Directorate (EP&R), Department of Homeland Security (DHS).

ACTION: Interim rule with request for comments.

SUMMARY: This interim rule standardizes the financing, administration and operation of the National Urban Search and Rescue Response System, a cooperative effort of the Department of Homeland Security, participating State emergency management agencies and local public safety agencies across the country. This rule addresses the relationship between Sponsoring Agencies¹ of Urban Search & Rescue (US&R) Task Forces and DHS and also funding for preparedness and response activities, including the acquisition of equipment and supplies and training.

Concurrently we² are publishing as a Notice in this issue of the **Federal Register** a Maximum Pay Rate Table on which we also request comments.

DATES: This interim rule is effective February 24, 2005. We invite comments on this interim rule and the Maximum Pay Rate Table published separately today as a Notice in this issue of the **Federal Register**. We will accept comments on both until April 11, 2005.

ADDRESSES: *Mail:* When submitting comments by mail, please send the comments to the Rules Docket Clerk, Office of the General Counsel, Federal Emergency Management Agency, 500 C Street, SW., room 840, Washington, DC 20472. To ensure proper handling, please reference RIN 1660-AA07 and Docket No. DHS-2004-0010 on your correspondence. This mailing address may also be used for submitting comments on paper, disk, or CD-ROM.

Hand Delivery/Courier: The address for submitting comments by hand delivery or courier is the same as that for submitting comments by mail.

¹ Sponsoring Agencies are State or local government agencies that have signed Memoranda of Agreement with DHS to organize and manage US&R Task Forces.

² Throughout the preamble to this rule the terms "we" and "our" refer to and mean the Department of Homeland Security. "You" refers to the reader.

Viewing Comments: You may view comments and background material at: <http://www.epa.gov/feddocket> or <http://www.regulations.gov>. You may also inspect comments in person at the Office of the General Counsel, Federal Emergency Management Agency, 500 C Street, SW., room 840, Washington, DC 20472.

FOR FURTHER INFORMATION CONTACT: Michael Tamillow, Federal Emergency Management Agency, Emergency Preparedness and Response Directorate, Department of Homeland Security, 500 C Street, SW., room 326, Washington, DC 20472, (202) 646-2549, or (e-mail) mike.tamillow@dhs.gov.

SUPPLEMENTARY INFORMATION:**Background**

The Federal Emergency Management Agency (FEMA) published a proposed rule, National Urban Search and Rescue Response System, on December 18, 2002, 67 FR 77627-77640 (Proposed Rule). On March 1, 2003, FEMA became a part of the Emergency Preparedness and Response Directorate (EP&R), Department of Homeland Security (DHS). The National Urban Search and Rescue Response System is now a program in FEMA under the EP&R Directorate.

This preamble and Interim Rule reflect certain decisions made regarding comments that FEMA received on the Proposed Rule, and changes resulting from FEMA's integration into the Department of Homeland Security. The process for creating and updating the Maximum Pay Rate Table (Table), which establishes the maximum rates that DHS will pay for certain medical, engineering, canine handling and backfill services, is described in § 208.12. The Maximum Pay Rate Table, which was mentioned but not published in the Proposed Rule, is incorporated in the Interim Rule, and published concurrently with this Interim Rule as a Notice. Because the Maximum Pay Rate Table was not published previously and will become a part of the National Urban Search and Rescue Response System final rule, we are asking for public comment both on the Table and the Interim Rule.

Section 303 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5144, authorizes the President of the United States to form emergency support teams of Federal personnel to be deployed in an area affected by a major disaster or emergency. The President delegated this function to the Director of the FEMA under Executive Order (E.O.) 12148. Under E.O. 13286 of

February 28, 2003, the President amended E.O. 12148 to transfer the FEMA Director's delegated authority to the Secretary of Homeland Security, and under Homeland Security Delegation No. 9100, delegated the Secretary's authority under Title V of the Homeland Security Act of 2002, which includes the Stafford Act, to the Under Secretary for Emergency Preparedness and Response (EP&R).

Section 306(a) of the Stafford Act authorizes the President (as delegated to the Under Secretary for EP&R) to accept and use the services or facilities of any State or local government, or of any agency, officer or employee thereof, with the consent of such government, in the performance of his responsibilities under the Stafford Act. Section 306(b) of the Stafford Act authorizes the President to appoint and fix the compensation of temporary personnel without regard to U.S. Code provisions governing appointments in the competitive service. Section 403(a)(3)(B) of the Stafford Act provides further that the President may authorize Federal agencies to perform work on public or private lands essential to save lives and protect property, including search and rescue and emergency medical care, and other essential needs. Under section 621(c) of the Stafford Act, the Secretary may accept and use the services of State or local governments, and use voluntary services by individuals or organizations as needed.

FEMA established the National Urban Search & Rescue Response System (System or US&R) under the authorities cited. The System provides specialized lifesaving assistance during major disasters or emergencies that the President declares under the Stafford Act. US&R operational activities include locating, extricating and providing on-site medical treatment to victims trapped in collapsed structures, victims of weapons of mass destruction events, and when assigned, performing incident command or other operational activities.

Created in consultation with State emergency management agencies and local public safety agencies, the System is built around a core of Sponsoring Agencies prepared to deploy US&R Task Forces³ immediately and initiate US&R operations at DHS's direction. Members of the Task Forces, also referred to as "System Members," may respond as

³ The US&R System comprises 28 Task Forces in 19 States. A full Task Force consists of 70 System Members, three deep (designed for 210 members) specially trained and equipped to find, extricate, and provide initial medical care to victims of collapsed buildings, weapons of mass destruction, as well as to perform other assigned duties.

part of Joint Management Teams (JMT)⁴ or other overhead or technical teams, or as individual resources.

The Task Forces are staffed primarily by local fire department and emergency services personnel specially trained and experienced in collapsed structure search and rescue operations, incident management, and other emergency operational activities. On activation by DHS, members of the US&R Task Forces, US&R System Members of Joint Management Teams, and other overhead or technical teams, operate as Temporary Excepted Federal Volunteers.⁵

The National Urban Search and Rescue Response System presently comprises 28 US&R Task Forces in 19 States. Typically, a State agency or local public safety agency (Sponsoring Agency) sponsors each of the Task Forces. While the Sponsoring Agencies are solely responsible for the administrative management of their respective Task Forces, many Sponsoring Agencies invite other public safety agencies and other entities in their vicinity to contribute personnel and other resources to the Task Force. These public safety agencies and other entities that enter into agreements with the Sponsoring Agency to contribute personnel and other resources are Participating Agencies. In certain cases, individuals who are not employed by a Sponsoring Agency or Participating Agency⁶ become members of a Task Force as Affiliated Personnel.⁷

DHS provides financial support in the form of grants or Cooperative Agreements⁸ (Grants) to each of the

Sponsoring Agencies under the disaster preparedness and training authorities of the Stafford Act. The Sponsoring Agencies use these Grants to train Task Force personnel, maintain a state of readiness and to acquire necessary equipment and supplies. DHS awards and administers Grants under 44 CFR 13. In return for this financial support, each Task Force must be available for deployment as a Federal resource when DHS activates it.⁹ Task Forces also must maintain minimum training requirements that DHS prescribes.¹⁰

Separate non-standardized memoranda of agreement (MOA), which were individually negotiated at different stages in the System's development, currently govern the relationship between DHS and each of the Sponsoring Agencies. In addition, we require the Sponsoring Agencies to enter into separate Cooperative Agreements on forms that our Office of Financial Management prescribes. As the System has matured, the participants have concluded that it is desirable to standardize these relationships through a set of comprehensive regulations. We developed the Interim Rule with the assistance of the National Urban Search and Rescue Advisory Committee and its Legal Issues Working Group.

Adoption of the Interim Rule enables DHS to standardize our agreements with the Sponsoring Agencies. Following adoption of the final rule, we will ask each of the Sponsoring Agencies to enter into a new, streamlined MOA as well as a Preparedness Cooperative Agreement,¹¹ as described in subpart B

of the rule, and a Response Cooperative Agreement,¹² as described in subpart C of this rule. These new, standardized agreements will document our relationship with the Sponsoring Agencies.¹³ Upon the effective date of the Interim Rule, if a conflict exists between a provision of the rule and an existing MOA, the provision of the rule will control.

References in the Preamble to Parts, Subparts or Sections

Throughout the preamble and rule, references to part, subpart, or sections (as "section" or "\$") are to parts, subparts or sections of this rule unless specifically cited as a section of an Act, e.g., section 306 of the Stafford Act, or document other than this rule.

Organization of the Interim Rule

The Interim Rule is divided into four subparts. Subpart A addresses the organization of the National US&R Response System, explains the relationship among the various components of the system, incorporates certain provisions of other regulations and provides for sanctions if US&R regulations and directives are violated.

Subpart B describes the process through which we provide grant funds to the Sponsoring Agencies to maintain Task Force readiness. Sponsoring Agencies use these grant funds to administer the Task Forces, provide initial and recurrent training,¹⁴ and acquire and maintain a uniform cache of equipment and supplies.

Following adoption of the final rule, we will ask each Sponsoring Agency to enter into a Preparedness Cooperative Agreement with us. In addition, from time to time, DHS will purchase and distribute equipment and supplies directly to each Task Force.

capabilities and readiness for operations, including training.

¹² When DHS activates a Task Force it provides Federal funding for the Task Force's response under the terms of the Response Cooperative Agreement.

¹³ Following adoption of the final rule, DHS expects to develop a National US&R Response System Directive Manual, which will contain system policies and explain other Federal regulations, and will govern the operation of the National US&R Response System. The Directive Manual will be updated periodically as needed.

¹⁴ Sections 306(a) and 621(c) of the Stafford Act, 42 U.S.C. 5149(a), 5197(c), authorize DHS to federalize members of US&R Task Forces to participate in preparedness activities. We periodically federalize US&R teams to participate in DHS-sanctioned training exercises, also known as mobilization exercises. During these periods, they are not "Activated" within the meaning of § 208.2 of the rule and, therefore, the provisions of subpart C do not apply to DHS-sanctioned training exercises. Funding for participation in DHS-sanctioned training exercises may be available under § 208.24(b) of the rule.

⁴ A Joint Management Team is a multi-disciplinary group of National Disaster Medical System (NDMS), Urban Search and Rescue (US&R) and other specialists combined to provide operational, planning, logistics, finance and administrative support for US&R and NDMS resources, and to provide technical advice and assistance to State and local governments.

⁵ The term "Temporary Excepted Federal Volunteer" means that a System member's status is temporary for the period of Federal activation, excepted from Civil Service rules regarding Federal employment, Federal for purposes of tort claim protection and Federal "workers' compensation", and a volunteer in that DHS does not pay the individual directly, but reimburses the Sponsoring Agency for the System Member's services.

⁶ A Participating Agency is a State or Local Government, non-profit organization, or private organization that has executed an agreement with a Sponsoring Agency to participate in the National US&R Response System.

⁷ Affiliated Personnel are individuals not normally employed by a Sponsoring Agency or Participating Agency and individuals normally affiliated with a Sponsoring Agency or Participating Agency as volunteers.

⁸ Cooperative Agreements are similar to grants, but differ from grants in the amount of government cooperation and involvement in the implementation of the agreement.

⁹ The Task Forces also respond to disasters and emergencies in their home states as State resources. DHS does not normally and directly reimburse Sponsoring Agencies of the Task Forces for the costs that Task Forces incur when deploying in their home states, although in a State deployment, Task Forces may use equipment that they have purchased with DHS grant funds and Federal property that is in their custody. Subpart C of this rule does not cover in-state deployment of US&R resources. However, Federal reimbursement for the cost of an in-state deployment may be available through DHS's Public Assistance Program under regulations published at 44 CFR part 206. In addition, the Office of Foreign Disaster Assistance of the U.S. Agency for International Development (USAID) often uses the services of certain Task Forces to deliver humanitarian assistance abroad under agreements to which DHS is not a party. The rule does not affect the relationships between USAID and the Sponsoring Agencies of the Task Forces.

¹⁰ In addition to participation on Task Forces, participants in the System (referred to as System Members) may also be called upon to serve as members of Joint Management Teams or other overhead or technical teams.

¹¹ DHS enters into a Preparedness Cooperative Agreement with each Sponsoring Agency to provide Federal funding to develop and maintain System resource (personnel, equipment and supplies)

Subpart C addresses the deployment of System Members, either as part of a Task Force, a Joint Management Team, or another overhead or technical team, as a Federal resource, and the reimbursement of the Sponsoring Agencies for the costs that they incur as a result of these deployments. This subpart also explains the Response Cooperative Agreement that we will ask each Sponsoring Agency to sign following adoption of the final rule.

Subpart D establishes the procedures by which Sponsoring Agencies may present claims to DHS for reimbursement of costs incurred when we use System Members as Federal resources, including the timeframes in which the Sponsoring Agencies must present such claims, and procedures for appeals, in writing and submitted within 60 days after receipt of written notice of DHS's determination of the initial appeal. The timeframes and procedures for appeals are set out in § 208.62, Appeals.

A glossary of defined terms that we use throughout the Interim Rule and in subpart A appears in § 208.2. A sub-glossary of defined terms used 208.32 (subpart C) appears in that subpart.

Sectional Analysis

Section 208.33 sets forth the principles under which we will reimburse Sponsoring Agencies for participating in Alerts¹⁵ and Activations.¹⁶ Subsection (a) expresses our policy that participation in Alerts and Activations be as cost neutral as possible to Sponsoring Agencies and Participating Agencies. This commitment is critical to avoid putting local fire departments, which are the predominant sponsors of the Task Forces, at risk for the cost of providing emergency services outside of their respective jurisdictions. Payments are subject to 44 CFR part 13, particularly §§ 13.21 (payment) and 13.22 (allowable cost). 44 CFR 13.22 incorporates various Office of Management and Budget (OMB) circulars that address allowable cost. However, if there is a conflict between this rule and 44 CFR part 13 or the OMB Circulars, this rule controls.

Section 208.39 explains how we will compensate Sponsoring Agencies for personnel costs during Activations. When we deploy System Members,

either as part of a Task Force, or as part of a Joint Management Team or other overhead or technical team, we appoint them into Federal service as Excepted Temporary Federal Volunteers and they work under our direction and control for the duration of the deployment. However, System Members who are regularly employed by a Sponsoring Agency or Participating Agency retain their concurrent employment relationship with their usual employers.¹⁷ The maintenance of this concurrent employment relationship is a fundamental principle of the National US&R Response System, and dates from the inception of the System. We adopted the principle after consultations with the States, local governments and public safety employee organizations and we intend it to prevent System Members from suffering a break in their service to the usual employer while away on the Federal deployment. While on a Federal deployment, these System Members receive pay and benefits from their usual employers during the Federal deployment just as they would if they were not Activated.

Section 208.39(a) of this part provides that we will reimburse the Sponsoring Agency for personnel costs that result from the Activation and are consistent with this rule. The Sponsoring Agency is responsible for reimbursing the personnel costs of its Participating Agencies under the provisions of § 208.39.

Section 208.39(b) of this part speaks to how we compensate Sponsoring Agencies for overtime costs that might not have been incurred but for the Federal deployment. Section 7(k) of the Fair Labor Standards Act (section 7(k)) exempts public safety organizations from paying their employees overtime under certain circumstances. As interpreted by Department of Labor regulations and court decisions, the section 7(k) exemption does not apply unless the employee in question is trained in fire protection, has the legal authority and responsibility to engage in fire suppression, is employed by a public safety agency engaged in fire suppression and actually engages in fire suppression at least 80 percent of the time.

After reviewing Department of Labor regulations relating to section 7(k) and relevant court decisions, we are uncertain whether the rescue activities

undertaken by Sponsoring Agencies of the US&R Task Forces are analogous to fire suppression. We also note that some System Members will not fall within the section 7(k) exemption because they are not regularly employed in fire suppression. It would be unfair to compensate these individuals at one overtime rate, when fellow System Members, who may be volunteers or part-time fire service employees, are compensated at another overtime rate. For these reasons, DHS instructs the Sponsoring Agencies to disregard the section 7(k) exemption when calculating its reimbursement for personnel costs, and reimburses Sponsoring Agencies for regular wages and overtime wages as described in § 208.39(d), (e) and (f).¹⁸ This instruction will not create a windfall for Sponsoring Agencies and Participating Agencies because they cannot charge DHS for personnel costs in excess of those that they actually and normally incur.

Section 208.39(c) of this part establishes a uniform 24-hour tour of duty during the Federal deployment. DHS will reimburse the Sponsoring Agencies for 24 hours of pay for each day that a System Member is deployed, from his or her arrival at the Point of Assembly¹⁹ until his or her release from duty, which may be the airport or Air Force Base to which the Task Force returns, or at the Task Force's original Point of Assembly,²⁰ or some other point. This reimbursement procedure is known as "portal to portal" pay.

We are not establishing a different rate of reimbursement for meal periods or scheduled sleep periods. Once deployed, all System Members must be available for immediate response twenty-four hours a day during the entire deployment period. Meal periods and sleep periods will be interrupted if System Members are needed to engage in vital lifesaving activities, just as they are in the firehouse.

Search and rescue professionals whom we expect to respond on a moment's notice at any time during a 24-hour period should be compensated for 24 hours of work. Activated System Members often work the first 24 to 48 hours of the Activation continuously, as

¹⁸ Section 208.40(b) addresses reimbursement for various differentials paid by Sponsoring Agencies.

¹⁹ Certain activated System Members will not report to a Point of Assembly, but rather will be instructed to travel to the incident location directly from their home or regular place of work. These individuals are Activated when they leave their home or regular place of business and we will adjust the "portal to portal" pay of these individuals accordingly.

²⁰ The Point of Assembly is the location where a Task Force assembles before departure in response to an activation order.

¹⁵ *Alert* means the status of a System resource's readiness when triggered by an Alert Order indicating that DHS may Activate the System resource.

¹⁶ *Activation* means the status of a System resource placed at the direction, control and funding of DHS in response to, or in anticipation of, a presidential declaration of a major disaster or emergency under the Stafford Act.

¹⁷ In some cases, the relationship between the individual and the Sponsoring Agency or Participating Agency is a contractual relationship or a volunteer relationship. These regulations do not create a common law employment relationship between an individual and a Sponsoring Agency or Participating Agency where none otherwise exists.

this initial period involves packaging the Task Force for transport, loading and unloading equipment, attending briefings, receiving and adjusting to changes in operational objectives, establishing the base of operations and initiating the search for live victims. Once the search begins, we control Task Force activities during the entire 24-hour period and Task Forces must be available for immediate response at any time.

Section 208.39(g) provides for the reimbursement of Backfill²¹ expenses. The National US&R Response System depends upon the voluntary participation of public safety agencies. We recognize that these public safety agencies may be short-handed when some of their personnel are away on a Federal deployment. If a public safety agency ordinarily Backfills a position in situations where a regular employee is unavailable for a period of time similar to that spent on a US&R deployment (e.g., Family and Medical Leave, participation in an extended mutual aid assignment, injury or disability), then the public safety agency may bill DHS for the cost of Backfilling the position for the period that the regular employee is away on a Federal deployment. However, we will only reimburse for the incremental overtime salary and benefit expenses associated with the replacement employee. We will not reimburse the Backfilling agency for the regular salary and overtime cost of the replacement employee because the public safety agency would have to pay this cost if the Federal deployment had not occurred.

Public Comments on the Proposed Rule

During the comment period on the Proposed Rule, which closed on February 3, 2003, we received a number of comments. We summarize the comments and our response to them in the materials that follow.

Usage of Terms in the **SUPPLEMENTARY INFORMATION**. We received comments concerning the use of the terms "Task Force Member" and "System Member" in the **SUPPLEMENTARY INFORMATION** to the Proposed Rule. In the **SUPPLEMENTARY INFORMATION** to the Proposed Rule, we used the term "Task Force Member" to denote individuals who respond as part of the National US&R Response System. However, while most participants in the System respond as part of a US&R Task Force, participants in the System may also be called upon to serve on Joint

Management Teams and other overhead or technical teams. As a result, the term "System Member" is a more accurate and comprehensive term to describe individuals who participate in System activities, and the term "Task Force Member" is best used to describe a System Member who is Activated as part of a Task Force. We have corrected the usage of these terms in the **SUPPLEMENTARY INFORMATION** to the Interim Rule.

In certain parts of the **SUPPLEMENTARY INFORMATION** to the Proposed Rule, we also used the term "US&R Task Force," rather than "Sponsoring Agency," to denote the agency or entity with which DHS has entered into legal and financial agreements with respect to the US&R Task Forces. We have corrected the usage of these terms in the **SUPPLEMENTARY INFORMATION** to the Interim Rule.

Finally, in the **SUPPLEMENTARY INFORMATION** to the Proposed Rule, we described the reimbursable period during an Activation as ending when a System Member returns to the pre-deployment staging area. This description conflicts both with standard terminology and the reality of System deployments. A more accurate description of the duration of the reimbursable period during an Activation is set forth in the Interim Rule.

Eligibility for Reimbursement and Coverage Under Federal Statutes While Traveling to and from the Point of Assembly. One Task Force commented on the time period that we propose to pay System Members, namely from arrival at the Point of Assembly until his or her release from duty, which may be the airport or Air Force Base to which the Task Force returns, or at the Task Force's original Point of Assembly, or some other point. Noting that some of its members live 2 or more hours away from the Point of Assembly, the Sponsoring Agency reimburses members from the time that they are alerted to the time that they return home (including travel mileage).

Response: This question has two aspects: (1) Reimbursement for time spent traveling to and from the Point of Assembly, and reimbursement for travel mileage while traveling to and from the Point of Assembly; and (2) consideration of time spent traveling to and from the Point of Assembly as "in the course of employment" for the purposes of workers' compensation (for injuries sustained) and tort liability (for civil wrongs or harms caused) during that travel.

Reimbursement: This issue is related to the Fair Labor Standards Act (FLSA),

which establishes a minimum hourly wage for employees and requires employers to pay overtime wages for hours worked above the statutory maximum. It is also related to the Portal-to-Portal Act of 1947, which requires that time spent "walking, riding, or traveling to and from the actual place of performance of the principal activity or activities which such employee is employed to perform" is not compensable time under the FLSA unless it is compensable by contract, custom, or practice. The general Federal rule regarding travel mileage is: commuting to and from work, that is, between permanent residence and permanent duty station, is a personal expense. The employee is expected to be at work; how the employee chooses to get there is entirely his or her own business. 27 Comp. Gen. 1 (1947).

There are exceptions to the general rule if the travel is not ordinary and is spent outside the workday to and from job assignments. Examples include substantial travel to an emergency job assignment at a location outside the normal workplace, or the employer requires the employee to be "on call" to respond to emergency job assignments. A corollary of the "substantial travel" exception is that the travel is noncompensable if the amount of time spent traveling is minimal.

On reconsideration of our position, we will reimburse certain travel costs and time spent traveling to the Point of Assembly when a System Member responds to an Activation and must travel a considerable distance or time, as determined by DHS on a case by case basis, to reach the Point of Assembly. Otherwise, we will follow the general rule regarding noncompensable travel, including minimal travel. When we activate a Task Force or other System resource, timely assembly of the System Members is critical, and under those circumstances warrants our exception to the general rule. This exception will apply only to Activations, and will not apply, for instance, to Alerts, to travel home after return to the Point of Assembly, or to travel required for training, which we consider to be ordinary noncompensable travel.

In the Course of Employment: Ordinary travel to and from a fixed workplace is generally not within the scope of employment for workers' compensation purposes, under the "going and coming" rule. Under the rule, employees with a fixed workplace are covered by workers' compensation only when they are on their employer's premises, or performing an assignment required by the employer. One of the

²¹ Backfill means the personnel practice of temporarily replacing a person in his or her usual position with another person.

exceptions to the general rule of going and coming is travel to and from job assignments, where the employer compensates the employee for the time or expense of the travel. Consistent with that exception and our intent to reimburse travel costs and time spent traveling to the Point of Assembly in response to an Activation, on a case-by-case basis we will meet our obligations regarding workers' compensation claims that arise out of injuries that System Members incur while traveling to a Point of Assembly in response to an Activation, but for no other purpose.

Definitions. We received several comments on the definitions in § 208.2, and made the following changes:

We changed the term "Memorandum of Understanding" to "Memorandum of Agreement."

The definition for "Equipment Cache List" now reads: "The DHS-issued list that defines:

"(1) The equipment and supplies that US&R will furnish to Sponsoring Agencies; and

"(2) the maximum quantities and types of equipment and supplies that a Sponsoring Agency may purchase and maintain with FEMA funds."

The definition for "Participating Agency" reads: "A State or Local Government, non-profit organization, or private organization that has executed an agreement with the Sponsoring Agency to participate in the National US&R Response System."

One Task Force expressed concern regarding the definitions of "Program Manager," "Program Office," and "Project Manager." We have decided to retain the definitions of "Program Manager" and "Program Office" as they are. Currently, the Program Manager is the Chief of the US&R Section, which is part of the Response Division of FEMA, under the Emergency Preparedness and Response Directorate of DHS, and the Program Office is the US&R Section. However, these entities may change as the organizational structure of DHS evolves. We will notify the Sponsoring Agencies if we designate a different Program Manager or Program Office. We have deleted the definition of "Project Manager" from the definitions set forth in § 208.22, since that term appears nowhere else in the Interim Rule.

We have added the following definition: "*Program Directive* means guidance and direction for action to ensure consistency and standardization across the National US&R Response System." This replaces the term "System Order" in the proposed rule with "Program Directive" in the interim rule.

One commenter recommended that DHS include a definition of "Affiliated Member." The equivalent term is defined at § 208.32 as "Affiliated Personnel."

Section 208.6, System Resource Reports. One commenter noted that Sponsoring Agency, Participating Agencies and System Members are to cooperate fully in audits, investigations, studies and evaluation, and asked, "who pays for salary cost associated with gathering and processing the information?"

DHS provides funding for program management in the Preparedness Cooperative Agreement to support administrative activities, including the salary costs for gathering and processing System resource reports.

Workers' Compensation and Other Benefit Costs. Several Sponsoring Agencies commented that workers' compensation and other benefit costs incurred by Sponsoring Agencies as the result of an injury or death to a System Member are not reimbursable costs. As set forth in § 208.11 and explained in the Supplementary Information, DHS will appoint System Members into Federal service, concurrent with those individuals' local employment, to secure protection for such employees under the Federal Employees' Compensation Act and the Federal Tort Claims Act. If a System Member sustains an injury, that System Member may file a claim for compensation under the Federal Employees' Compensation Act. Because the System Member's Federal appointment is concurrent with his or her local employment, the System Member may also be eligible for compensation under his or her local workers' compensation system. In that case, the System Member may collect either the incremental difference between Federal benefits and local benefits, or may collect local benefits in full, depending on whether the local benefits may be offset by the Federal payment to the System Member.

As explained in § 208.40, DHS will reimburse the Sponsoring Agency for the workers' compensation insurance premium costs associated with the time during Activation. However, any local benefit payment is not a reimbursable expense, because DHS (through the U.S. Department of Labor) provides coverage under the Federal Employees Compensation Act, and because we are prohibited under our current statutory authority from reimbursing Sponsoring Agencies for the costs of benefit payments.

Death or Disability in Line of Duty. One Participating Agency asked whether a System Member killed or

disabled while Activated would be entitled to benefits through the agency's municipal pension program, and whether the death or injury would be considered in the line of duty. We intend that System Members remain fully eligible for local benefits during Federal Activation, and that, as a result, any death or injury during Activation should be considered to have occurred while the System Member was acting in the scope of employment.

Federal Death Benefits. One Sponsoring Agency asked how a "Federal death benefit," if incurred, would be calculated. The "Federal death benefit" for System Members comprises two separate components: (1) A benefit payment under the Federal Employees Compensation Act; and (2) a payment under the Public Safety Officers' Benefit Act. The death and injury benefits available under each of those statutes are determined using formulas set forth in those statutes.

Voluntary Contribution to Municipal Pension Plans. One Sponsoring Agency asked whether contributions to a municipal pension plan made voluntarily by System Members during an Activation, rather than contributions made by the System Member's employer under the terms of a collective bargaining agreement or other arrangement, are reimbursable by DHS. Voluntary employee contributions, as opposed to mandatory employer contributions, are not reimbursable expenses.

Contributions to the Pension Plan Based on Overtime. One Sponsoring Agency commented that under its benefits plan, salary is defined as the total actual fixed cash compensation, including overtime, and contributions to its pension plan are based on this total salary, including overtime. The Sponsoring Agency asked whether contributions to the pension plan based on overtime pay received during Activation reimbursable under this rule. Under § 208.40(a)(2), these contributions are reimbursable.

Cost Sharing. One Task Force commented that § 208.23(f) refers to "Cost Sharing" but makes no distinction between "hard share," *i.e.*, cash contributions, and "soft share," *i.e.*, other value-added benefits provided by the Sponsoring Agency. We do not presently require Sponsoring Agencies to provide a cost share, either hard or soft, for preparedness or response funding. Please note that section 208.22(f) provides for cost sharing if it were required in the future. If we were to institute a cost-sharing requirement in the future, we would clearly indicate in the Cooperative Agreement whether

such cost share would be "hard" or "soft."

Equipment Ownership. Several Sponsoring Agencies commented that the Proposed Rule does not address ownership or disposition of equipment purchased under this program.

OMB Circulars A-87 and A-110 specify that equipment purchased with Federal Grant funds is the property of the grantee. However, title, use, management and disposition of equipment purchased under a grant or Cooperative Agreement is set out in 44 CFR 13.32, a government-wide rule to which DHS adheres. While the Sponsoring Agency has title to any equipment purchased with Federal preparedness and response Cooperative Agreement funds, DHS reserves the right to transfer title to the Federal Government or a third party that we may name, under 44 CFR 13.32(g). DHS would generally expect to limit its exercise of this right to instances when a Sponsoring Agency indicates or demonstrates that the Sponsoring Agency cannot fulfill its obligations under the Memorandum of Agreement.

Maximum Pay Rate Table. We received the most number of comments concerning the Maximum Pay Rate Table (Table) identified in the Proposed Rule. For clarity, we set forth here the applicability of the Table and the process we will follow for creating and updating the Table.

Section 208.32 defines the "Maximum Pay Rate Table" as "the DHS-issued table that identifies the maximum pay rates for selected System positions that may be used for reimbursement of Affiliated Personnel compensation and Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency." In that same section, "Affiliated Personnel" are defined as "individuals not normally employed by a Sponsoring Agency or Participating Agency and individuals normally affiliated with a Sponsoring Agency or Participating Agency as volunteers."

One Sponsoring Agency commented that the Table seemed to contradict the principle of cost neutrality set forth prominently in the Proposed Rule. However, as defined, the Table applies only to those individuals who are not normally employed by a Sponsoring Agency or Participating Agency, or whose affiliation with a Sponsoring Agency or Participating Agency is as a volunteer; that is, an individual whom the Sponsoring Agency or Participating Agency does not normally compensate in any way, at any rate.

The Table sets forth maximum rates for which we will reimburse the

Sponsoring Agency for compensation paid to those individuals while Activated. The Sponsoring Agency may choose to compensate these individuals at a higher rate, but we will not reimburse the increment above the maximum rate specified in the Table. Likewise, the Sponsoring Agency may choose to enter into a Participating Agency agreement with the individual's employer, rather than use the individual as an Affiliated Personnel, in which case the Table would not apply. Consequently, only a Sponsoring Agency's choice to exceed the maximum rates set forth in the Maximum Pay Rate Table would result in an uncompensated expenditure, and the Table would not violate the principle of cost neutrality.

A number of parties expressed concern that the Table was not provided concurrently with the publishing of the Proposed Rule. We chose not to delay the Proposed Rule until the Table could be developed. We have inserted a new section 208.12, Maximum Pay Rate Table, to establish the process for creating, updating and using the Table. We are also publishing the Table as a Notice in the **Federal Register** and are asking for comments on both the Interim Rule and the Table before publishing the final rule.

One Sponsoring Agency expressed concern that the rates set forth in the Table could not be used with respect to individuals employed by the Sponsoring Agency, and not when the individual would serve on the Task Force as Affiliated Personnel (e.g., a Sponsoring Agency fire department dispatcher affiliated with the US&R Task Force in a non-dispatcher role as a canine search specialist). Although the Table would not necessarily apply to reimbursement for salary and benefits for that individual, Sponsoring Agencies may use the rates in the Table as a guide for establishing compensation levels for Affiliated Personnel.

Affiliated Personnel. Several commenters noted that the rule can be interpreted to preclude the reimbursement of Backfill expenses for Affiliated Personnel under § 208.39(g). Those commenters expressed concern that, since the highly-trained civilians such as physicians, structural engineers and canine handlers are typically Affiliated Personnel, reimbursement for Backfill expenses is important to securing the participation of these individuals in the System. The restriction on Backfill costs for Affiliated Personnel could limit the ability of Sponsoring Agencies to recruit and retain these highly trained civilians.

However, the only permissible way to reimburse Affiliated Personnel for Backfill costs is through Participating Agencies—neither we nor the Sponsoring Agencies have contractual or employment relationships with the individuals Backfilling the jobs of Affiliated Personnel. If reimbursement for Backfill expenses is a problem for Affiliated Personnel, we encourage them to have their employers or professional association seek Participating Agency status. Participating Agency status is available to private, for-profit organizations under the revised definition of "Participating Agency" set forth in this Interim Rule. (See Definitions, § 208.2, *Participating Agency*, and § 208.12, *Maximum Pay Rate Table*.) Note, however, that compensation costs, for the purposes of reimbursement and Backfill, refer to the System Member's actual compensation, or the compensation of the individual who Backfills a position (which includes salary and benefits, as described in §§ 208.39 and 208.40), rather than billable or other rates that might be charged for services rendered to commercial clients or patients.

Creating, Updating and Using the Maximum Pay Rate Table. We have inserted a new section 208.12 in this rule to establish how we will create, update and use the Table to reimburse Affiliated Personnel (Task Force Physicians, Task Force Engineers, and Canine Handlers) and Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency; the Table applies only to these named categories. Section 208.12 describes the method for determining maximum pay rates using United States Office of Personnel Management's (OPM) salary rates, and provides links to OPM's applicable salary rate tables and locality pay tables.

The section provides that DHS will review and update the Table periodically (at least annually). DHS is publishing the initial Table in the **Federal Register** as a Notice with request for comments. DHS will publish subsequent revisions to the Table as Notices in the **Federal Register**.

The section further states that a Sponsoring Agency may choose to pay Affiliated Personnel at a higher rate, but DHS will not reimburse the increment above the maximum rate specified in the Table.

Resupply and Logistics Costs During a Federal Activation. One Sponsoring Agency noted that, under § 208.38, we will not reimburse costs incurred for resupply and logistical support during Activation. That section states that resupply and logistical support needed

during Activation are the responsibility of the Joint Management Team (JMT). The Sponsoring Agency asked, "What happens if the Incident Management Team [now the JMT] cannot be established?"

During Activation, we are responsible for resupply and logistics. Currently, we accomplish this responsibility through either the JMT, which operates in the field, or the Emergency Support Function 9 (ESF-9),²² which operates from the National Emergency Operations Center, an emergency coordinating center located at FEMA headquarters. As DHS develops and evolves, we may change the names or functions of these teams; however, the responsibility for resupply and logistics will remain with us. Task Forces should not engage in resupply or logistical support during Activation unless coordinated through one of these teams. In extraordinary circumstances, *e.g.*, if the Task Force cannot make contact with either the JMT or the EST, the Task Force should follow the instructions in § 208.44, Reimbursement for other costs. Absent such circumstances, we will not reimburse costs incurred for resupply and logistical support during Activation.

Compensation for Exempt System Members. Several agencies commented on the proposed reimbursement for compensation paid to Exempt System Members, *i.e.*, System Members who are paid a salary, rather than an hourly wage, and are otherwise exempt from the Fair Labor Standards Act. One agency commented that reimbursement for Exempt System Members should be based on the employees' salary, converted to a 40-hour workweek and then paid at that rate on an hourly basis during Activation. Another agency commented that the different methods of compensation calculation for Exempt and non-exempt System Members will result in non-exempt System Members receiving a greater amount of compensation during Activation than Exempt System Members, who are typically more experienced firefighters holding higher ranks in the Sponsoring Agency or Participating Agency. This agency speculated that the method of compensation calculation used in the Proposed Rule would result in fewer chief officers (who are typically

classified as Exempt System Members) participating as System Members.

There are two guiding principles underlying our compensation calculation rules: (1) Cost neutrality; and (2) customary and usual practice. The compensation calculation system for Exempt System Members complies with both of these principles. If an individual is classified as an Exempt System Member in his or her regular position with the Sponsoring Agency or Participating Agency, then this individual will receive compensation on a daily basis, rather than an hourly basis, regardless of the number of hours the individual works in a day. The rule provides reimbursement to the Sponsoring Agency or Participant Agency on this basis—that is, for the amount that the individual would have customarily and usually received. If the Sponsoring Agency or Participating Agency customarily and usually compensates Exempt System Members by paying a salary and overtime, or customarily and usually awards compensatory time or another overtime substitute for hours worked above a predetermined threshold, then the Sponsoring Agency may request reimbursement for the overtime amount, or the liquidated value of the compensatory time or other overtime substitute, in accordance with §§ 208.39(e)(5)(ii) and (iii). In this way, this rule abides by the principle of cost neutrality.

One Sponsoring Agency asked that we examine the feasibility of giving Sponsoring Agencies the option of having chief officers appointed as Disaster Assistance Employees (DAE) (temporary DHS employees) during Activation. In that case, those officers would be temporary Federal employees, would probably take a reduction in pay, and would take vacation or administrative leave from the Sponsoring Agency or Participating Agency for the period of Activation. In turn, a DAE appointment might affect their pension and seniority rights. We believe that disadvantages of DAE appointments outweigh any benefits that chief officers might derive, and that the current language of this rule concerning Exempt System Members represents the best general practice.

One Sponsoring Agency asked whether, under § 208.39(e)(3), chiefs compensated based on a 56-hour workweek should be converted to a 40-hour workweek for purposes of calculating reimbursable compensation under the rule. This Sponsoring Agency also noted that compensating individuals who customarily and usually work a 56-hour workweek, by

converting their hourly wage rate to a 40-hour workweek, results in approximately 40 percent higher costs during Activation. Sponsoring Agencies and Participating Agencies that compensate employees based on a 56-hour workweek take advantage of the partial overtime exemption set forth in section 7(k) of the Fair Labor Standards Act. As explained herein, we require that Sponsoring Agencies and Participating Agencies disregard the section 7(k) partial exemption in calculating personnel costs, and we will reimburse personnel costs based on a 40-hour work week, as described in § 208.39 of this rule.

One Sponsoring Agency notes that the calculation of reimbursable personnel costs will place an extra burden on payroll staff, and there will most likely be personnel who will be eligible for overtime compensation immediately upon Activation since they have already exceeded the overtime threshold for that week. We have included an administrative allowance in the reimbursement for response costs, found at § 208.41, to compensate the Sponsoring Agency for this increased burden on payroll staff. We also provide for reimbursement of any additional salary and overtime costs in § 208.39(f), *e.g.*, those incurred because a System Member is eligible for overtime compensation immediately upon Activation.

Reimbursement for Personnel Costs for Equipment Cache Rehabilitation. Under § 208.43, we will reimburse Sponsoring Agencies for personnel costs associated with equipment cache rehabilitation up to the number of hours specified in the Demobilization Order.²³ One Sponsoring Agency stated that the number of hours specified in the Demobilization Order should be an estimate only, rather than a fixed limit, and asked whether there is an appeal process for the number of hours specified in the Demobilization Order, or another mechanism for requesting additional hours based on unforeseen circumstances. There is no appeal process for the number of hours specified in the Demobilization Order. However, if the Sponsoring Agency feels that unforeseen circumstances will prevent it from completing its equipment cache rehabilitation within the specified number of hours, the Sponsoring Agency should follow the

²² ESF-9, or Emergency Support Function 9, Urban Search and Rescue, is responsible to plan and coordinate the use of Urban Search and Rescue assets following an event that requires locating, extricating and providing immediate medical treatment of victims trapped in collapsed structures. ESF-9 also provides planning and coordination of US&R assets when they engage in other disaster-related assignments.

²³ A Demobilization Order is a DHS communication that terminates an Alert or Activation and identifies cost and time allowances for rehabilitation.

procedures in § 208.44 for reimbursement of other costs.

Reimbursement for Other Costs.

Section 208.44 sets a procedure for Sponsoring Agencies to follow if the Sponsoring Agency or the Task Force believes that it must incur an expense not included in subpart C for which it expects to request reimbursement. Section 208.44 requires that the Sponsoring Agency request in writing permission from DHS to make the expenditure or, if advance permission in writing is not possible to obtain, to meet three criteria before making the expenditure, including requesting and receiving advance verbal approval.

One agency commented that during an extreme emergency, in particular during the initial 24- to 48-hours of an Activation, it can be difficult to obtain written or verbal approvals, and that personnel authorized to approve expenditures are not available 24 hours a day during this period. Moreover, this agency commented that Joint Management Teams, in the past, have left requests for resupply unanswered for extended periods of time. The agency recommended that we empower Task Force Leaders to make procurement decisions.

We feel that this comment addresses operational problems rather than regulatory issues. Many of these problems will be alleviated by the construction of the new DHS operations center that will be staffed 24 hours a day during an Activation, and by assuring that there is at least one person on duty in the operations center who holds delegated authority to authorize procurements. Moreover, the revised Equipment Cache List²⁴ provides for the purchase of multiple, back-up methods of communication to assure that Task Forces can communicate with the operations center under any circumstances. We believe that the rule controls the costs associated with Activation and limits duplicative procurement without compromising responder safety.

Advance of Funds. Section 208.45 states that we will provide the Sponsoring Agency with an advance of funds up to 75 percent of the estimated personnel costs of the Activation. Several agencies commented that we should increase this amount to 90 percent of the estimated personnel costs. These agencies commented that since personnel costs of an Activation

can exceed \$1 million, an advance up to 75 percent of that amount still leaves the Sponsoring Agency with approximately \$250,000 in outlays for personnel costs for which it must wait for up to 120 days or more for reimbursement. The financial burden of these outlays would be compounded in the event of multiple Activations within a relatively short time period.

We believe that up to 75 percent is the optimal amount for an advance of funds because it balances the need for funds against the possibility of overestimated funds. As one commenter pointed out, for many years we did not provide any advance of funds, and for more recent Activations we provided an advance equal to 25 percent of estimated personnel costs. The amount "up to 75 percent" is a result of our examination of personnel cost data from a number of previous Activations. It also recognizes the financial burden borne by the Sponsoring Agencies in carrying, even temporarily, these additional salary costs. However, Activations often last for a shorter period of time than we use to calculate the estimated personnel costs for the Activation, as was the case recently with Hurricane Isabel when teams were activated for fewer than 7 days. As one commenter pointed out, some percentage of personnel costs may be questioned and ultimately disallowed as a result of the reimbursement review process. For these reasons, at this time, we believe that up to 75 percent of estimated personnel costs is the best amount for an advance of funds. We expect to review Sponsoring Agencies' experience periodically under this provision, and will make revisions as warranted.

Deadline for Submission of Claims.

One agency commented that the deadline for submission of claims comes too soon after an Activation has ended. Currently, § 208.52 specifies that Sponsoring Agencies must submit claims for reimbursement within 90 days of the conclusion of the Activation. Section 208.52 also states that DHS may extend and specify the time limitation upon a written request and justification from the Sponsoring Agency. The commenting agency noted that it could take many weeks to obtain certain items, often because of manufacturers' inventory status. The agency stated that setting a deadline of 120 days would obviate the need for a Sponsoring Agency to apply for repeated extensions.

We believe that the 90-day timeframe for submission, with the opportunity for Sponsoring Agencies to apply for 30-day extensions, is the better policy. In the past, we found that Sponsoring

Agencies often do not submit claims for reimbursement in a timely manner. This tendency interferes with our ability administratively to "close out" the accounts we set up for each major disaster or emergency, and also results in Sponsoring Agencies carrying unreimbursed costs for longer periods of time. We believe that it is better to require submission of claims for reimbursement within 90 days of the conclusion of the Activation, while permitting Sponsoring Agencies to apply for 30-day extensions at their option.

Reevaluation and Potential Revision of the Rule. One agency commented that we should provide a date certain for reevaluation and potential revision of this rule. The agency believed that providing this date certain was important because some provisions of the rule will require additional discussion and development, and other issues may arise after the rule is implemented. We do not believe that there is a need to provide a date certain by which we will reevaluate and, if necessary, revise the rule. However, we will work with our State and Local Government partners through the National Urban Search and Rescue System Advisory Committee and its Legal Issues Working Group to evaluate this rule, measure its efficacy, and develop revisions as necessary.

Task Force Leader. One Sponsoring Agency commented that this rule should include a definition of the role and responsibilities of the Task Force Leader, the highest leadership position on a US&R Task Force. The commenting agency stated that "[t]he Task Force Leader is the individual during a deployment who is in control and responsible for the entire Task Force, in addition to reporting to FEMA (whether the FEMA Emergency Support Team (EST) or the IST [now JMT] the Task Force Leader is the individual that the Sponsoring Agency designates to represent the Sponsoring Agency both financially and legally while the Task Force is deployed."

We feel that the roles and responsibilities of the Task Force Leader should not be included in the rule. We have developed and published a Position Description for the Task Force Leader, and have described the roles and responsibilities of the Task Force Leader in several operational documents. These descriptions may change over time, and we want to retain flexibility by including these descriptions in operational documents rather than in the rule. Moreover, different Sponsoring Agencies have vested their Task Force Leaders with

²⁴ The *Equipment Cache List* is the DHS-issued list that defines: (a) The equipment and supplies that US&R will furnish to Sponsoring Agencies; and (b) the maximum quantities and types of equipment and supplies that a Sponsoring Agency may purchase and maintain with DHS funds.

different levels of authority. For these reasons, we have not defined the roles and responsibilities of the Task Force Leader in the rule.

Use of Federally Purchased Equipment for Local Use in Daily Operations. One commenter noted that, in the Federalism Summary Impact Statement included with the Proposed Rule, we stated that "Equipment and supplies purchased with Federal funds may be used to respond to state disasters or emergencies." The commenter asked whether the intent of the rule was to prevent the use of federally purchased equipment for daily operations.

We intend the System to provide a Federal capability to respond to major disasters or emergencies involving structural collapse, weapons of mass destruction, or other incidents that the President declares. A Sponsoring Agency may use equipment and supplies purchased with Federal funds to respond to disasters or emergencies requiring urban search and rescue response at the state and local level, and if necessary, to repair or replace equipment so used at the Sponsoring Agency's expense. However, we do not intend that Sponsoring Agencies use federally purchased equipment in routine, day-to-day operations.

Indirect Costs. One Sponsoring Agency commented on our prohibition of reimbursement for indirect costs related to response, and our 7.5 percent limitation on indirect costs related to preparedness. The commenting agency noted that this limitation on indirect costs is inconsistent with other FEMA programs and diverges from standard Federal indirect cost percentages. The commenting agency stated that this limitation could threaten the ability of that Sponsoring Agency to remain in the System, stating that the "work burden formulas presuppose economies of scale for a larger, pre-existing agency."

We brought this issue to the National US&R Advisory Committee, which recommended retention of the indirect costs policy as in the proposed rule. We agree. This limitation is not inconsistent with other limitations applicable to FEMA programs. Accordingly, we have not changed this section. Note that this limitation applies only to Preparedness Cooperative Agreements, which apply over the course of at least one year and to which indirect cost principles can be applied readily. Except as provided in § 208.41, we allow no indirect costs under Response Cooperative Agreements. US&R deployments are most often short-term, on the order of 10–14 days. Consistent with section 407 of the Stafford Act, we will allow the

administrative allowance listed in § 208.41 of this part in lieu of attempting to establish indirect cost rates for short-term deployments.

Administrative Procedure Act Determination

We are publishing this Interim Rule under the Administrative Procedure Act, 5 U.S.C. 553, with our request for public comments. Concurrently with publication of the Interim Rule, we are publishing the Maximum Pay Rate Table (Table) in the **Federal Register** as a Notice. We published a Proposed Rule, National Urban Search and Rescue Response System, on December 18, 2002, 67 FR 77627–77640, and received over 30 comments from various Task Forces in the National US&R Response System. We discuss the comments in the preamble of the Interim Rule, indicating where we agree with the comments and have made changes, and also where we do not agree with the comments.

We did not have the Table prepared at the time we published the Proposed Rule but received a large number of comments and questions about the Table. To provide an opportunity for comment before publishing the final rule, and because of the delay between the date of the Proposed Rule and the Interim Rule, we request that interested parties comment within 45 days of today's publication.

The National US&R Response System provides a number of public services that are unique within the Federal Government. Members are experienced and trained professionals highly skilled in the often dangerous roles of searching for, extricating and providing initial medical care for victims from collapsed buildings, whether collapsed by natural or manmade causes. The searching is important to the public to ensure that every effort has been made to rescue people still alive within a collapsed structure. Members also have an important role in finding the bodies of those killed in the collapse, so that victims might be identified and returned to grieving families. The tasks performed and the dangers inherent in the work benefit other firefighters and disaster responders who do not have the specialized training and experience of the National US&R Response System Members and who are not put at risk by entering the collapsed structures when US&R teams are present.

The Interim Rule is effective today, the date of publication. There is an urgent need within the National US&R Response System to standardize financial, administrative and operational functions among the 28

Task Forces located in 19 States. These needs include codifying the relationship between the Department of Homeland Security (DHS) and the Sponsoring Agencies of the 28 Task Forces, and standardizing the relationships of Sponsoring Agencies with their Participating Agencies and Affiliated Personnel. Efforts to standardize the Memoranda of Agreement between DHS and the Sponsoring Agencies, and in turn, the agreements between the Sponsoring Agencies and Participating Agencies and Affiliated Personnel, are essential to the effective functioning of the System and must be completed soon to inform, guide and govern all System participants uniformly in their respective roles, responsibilities and activities.

In the years since September 11, 2001, Congress has appropriated increased funds to US&R for equipment, training, and other measures to ensure that each Task Force is fully staffed, trained and available for whatever disaster they may be called upon for help. It is imperative and urgent that there be full accountability for the funds granted to the Sponsoring Agencies, and that there be uniform standards that the Sponsoring Agencies can apply in the performance of their US&R responsibilities. This rule provides those standards; it is urgent that they be in effect as soon as possible.

The direct effect of this rule is on the 28 Sponsoring Agencies, their Participating Agencies, and Affiliated Personnel—a relatively small, well-defined universe. The Sponsoring Agencies, the Advisory Committee of the National US&R Response System (Advisory Committee),²⁵ the Working Groups²⁶ under the Advisory Committee, and others associated with the National US&R Response System have frequently and repeatedly requested publication and implementation of this rule, which they urgently need to fulfill their obligations to the System, themselves and their organizations. As matters of sound policy, planning and management for the entire System, it is important to make the rule effective upon publication.

Good cause exists and it is in the public interest to make this Interim Rule

²⁵ The Advisory Committee of the National US&R Response System provides advice, recommendations, and counsel on the continuing development and maintenance of a National US&R Response System to the Under Secretary for Emergency Preparedness and Response.

²⁶ The System has several specialized Working Groups, e.g., command and general staff, medical, legal issues, training, etc., that provide professional and technical advice on US&R issues to DHS through the National Advisory Committee.

effective upon publication (and to request comments on the Interim Rule and on the Table as published separately today as a Notice). DHS will review and evaluate any comments that it receives and will publish the final rule at a later date.

National Environmental Policy Act

44 CFR 10.8(d)(2)(ii) categorically excludes from actions such as the preparation, revision, and adoption of regulations, and specifically 44 CFR 10.8(d)(2)(xviii)(C), which relates to planning and administrative activities in support of emergency and disaster response and recovery, including deployment of urban search and rescue teams. Accordingly, we have not prepared an environmental assessment or environmental impact statement for this rule.

Executive Order 12866, Regulatory Planning and Review

Under Executive Order 12866, 58 FR 51735, October 4, 1993, a "significant regulatory action" is subject to OMB review and the requirements of Executive Order 12866. Section 3(f) of the Executive Order defines "significant regulatory action" as one that is likely to result in a rule that may:

- (1) Have an annual effect on the economy of \$100 million or more, or may adversely affect in a material way the economy, a sector of the economy, productivity, competition, jobs, the environment, public health or safety, or State, local or tribal governments or communities;
- (2) Create a serious inconsistency or otherwise interfere with an action taken or planned by another agency;
- (3) Materially alter the budgetary impact of entitlements, grants, user fees, or loan programs, or the rights and obligations of recipients thereof; or
- (4) Raise novel legal or policy issues arising out of legal mandates, the President's priorities, or the principles set forth in the Executive Order.

In determining whether to proceed with the formulation and publication of this rule, we considered three alternatives: maintain the status quo ante; manage the program through administrative directives; and cancel the program.

Maintain the Status Quo Ante. The National US&R Response System has operated since the early 1990s without formal regulations. The first ten years or so were formative years with a great deal of flux. Federal appropriations were minimal until the events following September 11, 2001, which led to major changes in planning, operations, management, training and funding.

Twenty US&R teams responded to the World Trade Center and five responded to the Pentagon. After-action evaluations showed the need for greater interoperability of equipment, consistency in training and operating across the 28 teams, and many other factors to permit 28 disparate units in 19 States to perform as a cohesive whole. Congress appropriated larger sums to support the program, mandating that the program not add new task forces until existing task forces were fully equipped and trained. Spurred by the response of Congress and the Administration, we redoubled efforts to standardize the financing, administration and operation of the National US&R Response System.

Under the *status quo ante* and the low level of Federal funding, we had little leverage to standardize the program. With increased appropriations and expanding mission that followed September 11, 2001 (e.g., response to acts of terrorism and weapons of mass destruction events, response to hurricanes), operating without formal regulations was no longer tenable. Sound management and responsible stewardship of the program demand formal regulations. For these reasons, we rejected the *status quo ante*.

Management by Administrative Directives. We rejected this alternative on grounds that administrative directives do not have the force of law, tend to be piecemeal, and do not adequately support our need for standardized practices within the US&R program. In contrast, the rule will have the force of law and will concisely support our need to standardize the financing, administration and operation of the US&R program.

Cancel the Program. The US&R program grew out of the evident need to have highly skilled, specially trained and equipped personnel swiftly available to search for and extricate victims from collapsed buildings, whether from earthquakes and other natural causes, acts of terrorism, accidents or other human causes. The need is greater today than perceived in the late 1980s and early 1990s. The program has garnered a well- and hard-earned recognition of its effectiveness, with strong support from Congress, the Administration, and its Sponsoring and Participating Agencies. With that continuing support, cancellation of the program is not a feasible alternative.

Interim Rule. We (FEMA) published a Proposed Rule, National Urban Search and Rescue Response System, on December 18, 2002, 67 FR 77627-77640. During the 45-day comment period, we received about 30 comments from Sponsoring Agencies, one from a

Participating Agency, one from a Member of Congress, and none from the public at large. We reviewed the comments, accepting some, rejecting some. This preamble and Interim Rule reflect the decisions made regarding the comments that we received.

When we published the Proposed Rule, we mentioned, but had not yet prepared, the Maximum Pay Rate Table (Table). In order to have that part of the rule on which we had received comments go into effect, and to obtain public comments on the Table, we elected to publish the rule as an Interim Rule, and, concurrently to publish the Table as a Notice, with request for comments.

Economic Significance of the Rule. This rule will not have an annual effect on the economy of \$100 million or more and is not an economically significant rule under Executive Order 12866. The rule establishes the relationship between the Sponsoring Agencies of the Urban Search & Rescue (US&R) Task Forces and DHS, funding for preparedness and response activities, including the acquisition of equipment and supplies and training, and the eligibility of Task Forces to receive and maintain Federal excess property.

This interim rule impacts 28 Sponsoring Agencies, 26 of which are from local communities, 2 are associated with state universities. All of the communities have populations greater than 50,000. Most of the Sponsoring Agencies have agreements with Participating Agencies for additional support to meet the staffing, equipment and training requirements of the National US&R Response System. US&R-related costs of Participating Agencies are paid by DHS through the Sponsoring Agencies. Similarly, expenses of Affiliated Personnel are reimbursed through the Sponsoring Agencies.

DHS has designed the National US&R Response System to be as cost neutral to Sponsoring Agencies as Federal law authorizes. DHS acquires equipment and supplies, pays for training, meetings and related travel, lodging, and per diem expenses, and attempts to cover Sponsoring Agencies' preparedness costs through preparedness Cooperative Agreements. When DHS activates a US&R Task Force we reimburse the Sponsoring Agency for 100 per cent of its direct eligible costs incurred, including overtime and Backfill costs, and indirect costs capped at 7.5 percent of direct costs, under the terms of the response Cooperative Agreements. Sponsoring Agencies will incur certain paperwork burdens and expenses, which are described and quantified

below in the materials on the Paperwork Reduction Act. We expect that our Cooperative Agreements and their associated indirect cost rates will cover the eligible costs that the Sponsoring Agencies incur to participate in the National US&R Response System.

Costs to DHS to administer the National US&R Response System include the salaries and expenses of an 8-person staff, and the indirect staff costs for financial, acquisition, logistics and other administrative services provided by DHS and FEMA. Current appropriations limit administrative costs to 3 percent of the total amount appropriated for US&R.

FEMA's planning and program guidance for fiscal years 2005 through 2009 set funding levels of \$6.438 million for the National US&R Response System, representing the baseline nondisaster-specific budget for operating expenses. In the past two years, congressional annual appropriations for US&R were \$60 million, most of which US&R passed to the Sponsoring Agencies pursuant to Cooperative Agreements. FEMA passes the amounts appropriated to the Sponsoring Agencies in preparedness Cooperative Agreements funded 100 percent by the Federal Government to cover planning, training, equipment or other essentials to fulfill the US&R mission, which do not impose conditions on the Sponsoring Agencies making them economically significant. Nor would Cooperative Agreement funding adversely affect in a material way the economy, a sector of the economy, productivity, competition, jobs, the environment, public health or safety, or State, local or tribal governments or communities.

This rule is a significant regulatory action, but not an economically significant regulatory action within the definition of section 3(f) of Executive Order 12866, and it adheres to the principles of regulation of the Executive Order. The Office of Management and Budget has reviewed this rule under the provisions of the Executive Order.

Regulatory Flexibility Act, 5 U.S.C. 601

Under the Regulatory Flexibility Act, agencies must consider the impact of their rulemakings on "small entities" (small businesses, small organizations and local governments). The Act also provides that, if a regulatory flexibility analysis is not required, the agency must certify in the rulemaking document that the rulemaking will not "have a significant economic impact on a substantial number of small entities."

This rule standardizes the financing, administration and operation of the

National Urban Search and Rescue Response System (System or US&R), which FEMA established under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The System currently comprises 28 US&R Task Forces in 19 States. A State agency or local public safety agency (Sponsoring Agency) typically sponsors a Task Force,²⁷ staffed primarily by local fire department and emergency services personnel, and include Joint Management Teams (JMT) and other overhead or technical teams. None of the Sponsoring Agencies are in communities with populations fewer than 50,000. The governments of the Sponsoring Agencies are urban or State instrumentalities and none qualify as a "small governmental jurisdiction" within the meaning of 5 U.S.C. 601(5).

Some of the Participating Agencies are small businesses, such as engineering firms and HMOs. DHS reimburses Sponsoring Agencies for the eligible costs that the Sponsoring Agencies incur in reimbursing their Participating Agencies. DHS expects Participating Agencies to receive full reimbursement for the salaries and expenses of their personnel who are participating System Members, indirect costs up to 7.5 percent, per diem, travel and related costs when Task Forces activated, and backfill expenses.

DHS has designed the US&R program to be as cost neutral to Sponsoring Agencies as Federal law authorizes. When DHS activates a US&R Task Force it reimburses the Sponsoring Agency for its direct costs incurred, including overtime and Backfill costs, and indirect costs capped at 7.5 percent of direct costs. Upon activation, System Members become Temporary Excepted Federal Volunteers entitled to the benefits of the Federal Employees Compensation Act (FECA) and the Federal Tort Claims Act (FTCA). In some instances, State workers' compensation benefits exceed those available under FECA, and the

²⁷ The Task Forces also respond to disasters and emergencies in their home states as State resources. DHS does not directly reimburse Sponsoring Agencies of the Task Forces for the costs that they incur when deploying in their home state, although in a State deployment Task Forces may use equipment that they have purchased with DHS grant funds and Federal property that is in their custody. Subpart C of this rule does not cover in-state deployment of US&R resources. However, Federal reimbursement for the cost of an in-state deployment may be available through DHS's Public Assistance Program under regulations published at 44 CFR part 206. In addition, the Office of Foreign Disaster Assistance of the U.S. Agency for International Development (USAID) often uses the services of certain US&R Task Forces to deliver humanitarian assistance abroad under agreements to which DHS is not a party. The rule does not affect the relationships between USAID and the Sponsoring Agencies of the Task Forces.

difference between the State benefits and the Federal benefits may have to be borne by the Sponsoring Agency.

US&R Task Forces also must maintain minimum training requirements that DHS prescribes. Under current interpretations by the Department of Justice, the FTCA covers System Members during Task Force activations, but does not apply to training activities. This lack of FTCA coverage during training is a potential liability that a Sponsoring Agency might incur, but such a circumstance has not occurred in 15 years of experience. DHS is working with the Department of Justice to determine what measures DHS could take to provide liability coverage for System Members during US&R training events.

DHS assumes that the professional skills necessary for preparation of the reports and records are within the capabilities of the Sponsoring and Participating Agencies. DHS further assumes that Sponsoring and Participating Agencies incur no extra, unreimbursed costs for sound administration and accountability that Federal Cooperative Agreements require of any recipient of such awards. We have no basis for estimating the expected cost or range of costs per impacted Sponsoring or Participating Agency.

DHS is not aware of any rules that may duplicate, overlap or conflict with this rule. In our discussion of E.O. 12866 above, we considered several alternatives to this rule, including *status quo ante*, cancellation of the program, management by program directives, and this interim rule. None of the alternatives to this rule met DHS needs to standardize the financing, administration and operation of the US&R System; none provided differing compliance or reporting requirements, or clarified, consolidated, or simplified compliance and reporting, or exempted any of the Sponsoring Agencies from coverage of the rule.

For the reasons stated, we certify under 5 U.S.C. 605(b) that this Interim Rule will not have a significant economic impact on a substantial number of small entities and does not apply to this interim rule.

Paperwork Reduction Act of 1995

DHS has determined that the implementation of this rule is subject to the Paperwork Reduction Act of 1995, 44 U.S.C. 3501-3520. As the Paperwork Reduction Act of 1995 requires and, concurrently with this rule, we have submitted a request for Office of Management and Budget (OMB) review and approval of a new collection of

information, which is contained in this rule. The collection of information complies with provisions of the Paperwork Reduction Act of 1995, 44 U.S.C. 3506(c)(2)(A). We invite the general public to comment on the collection of information.

Collection of Information

Title: Urban Search and Rescue Program.

US&R grant application forms approved by OMB under Control Number 1660-0025, which expires July 31, 2007, are:

Form Numbers: SF 424, Application for Federal Assistance; DHS Form 20-10, Financial Status Report; DHS Form 20-16, Summary Sheet for Assurances

and Certifications; DHS Form 20-16A, Assurances—Non-Construction Programs; DHS Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; DHS Form 20-20, Budget Information—Non-Construction Programs; and SF LLL, Disclosure of Lobbying Activities.

Abstract: This information collection is to implement the National Urban Search and Rescue System (US&R), by which DHS provides specialized lifesaving assistance during major disaster or emergency. US&R operational activities include locating, extricating and providing on-site medical treatment to victims trapped in

collapsed structures, weapons of mass destruction events, and when assigned, incident command or coordination of other operational activities. In order to implement the US&R program DHS must collect certain types of information, including grant applications, budget and budget narrative, financial status reports, assurances and certifications, performance information, and requests for advances or reimbursement on forms approved by OMB under Control Number 1660-0025.

Affected Public: State, local and Indian tribal governments.

Estimated Total Annual Burden Hours: 803 hours. A breakdown of the burden follows:

DHS forms	No. of responders (A)	Frequency of response (B)	Hours per response and record-keeping (C)	Annual burden hours (A x B x C)
The following forms were approved under 1660-0025:				
SF-424 Application for Federal Assistance	28	1	1 hour	28 hours.
DHS Form 20-10 Financial Status Report	28	1	1 hour	28 hours.
DHS Forms 20-16, 20-16A, 20-16C, Summary Sheet for Assurances and Certifications.	28	1	30 minutes	14 hours.
SF LLL, Disclosure of Lobbying Activities	28	1	10 minutes	5 hours.
DHS Form 20-20, Budget Information Non-Construction Programs and Budget Narrative.	28	2	9 hours	504 hours.
SF 270, Request for Advance or Reimbursement	28	2	4 hours	224 hours.
Subtotal		224		803 hours.

OMB Number: New.

Abstract: In order to implement the US&R program, DHS must collect certain types of information not included in OMB Control Number

1660-0025, including memoranda of agreement, program narrative statements, grant awards, progress reports, extension or change requests, closeout information and audits.

Affected Public: State, local and Indian tribal governments.

Estimated Total Annual Burden Hours: 1181 hours. A breakdown of the burden follows:

DHS forms	No. of responders (A)	Frequency of response (B)	Hours per response and recordkeeping (C)	Annual burden hours (A x B x C)
The following are new collections:				
Narrative Statement	28	2	4 hours	224 hours.
Progress Reports	28	2	2 hours	112 hours.
Extension or Change Requests	5	1	1 hour	5 hours.
Audits of States, Local Governments, and Non-Profit Organizations.	28	1	30 hours	840 hours.
Memoranda of Agreement	28	1	(¹)	8
Subtotal		145		1181 hours.
Total hours		369		1984 hours.

¹ After we publish the final rule, we will prepare a standardized, streamlined memorandum of agreement in consultation with the National US&R Response System Advisory Committee and its Legal Issues Working Group. When completed, we will make a second Paperwork Reduction Act submission to OMB.

Estimated Times and Costs: The approximate annual salary of State and local staff who will complete the forms is \$35,000. The approximate hourly rate of pay is \$18.90 (\$35,000 divided by 1850 hours). The total cost to grantees is estimated to be \$37,498.

The cost to DHS is largely personnel salary costs to review and analyze the information collected on these forms—for all DHS grant programs, not just US&R grants, which is a significant portion of grants management annual work. We estimate that for the US&R program, DHS Headquarters would

expend approximately 672 hours on analysis, or an average of 24 hours per program. We estimate the cost to DHS to be \$14,112 (672 hours times \$21 per hour of staff work). Printing costs are minimal because the forms are available in electronic format.

The total annual estimated time and costs are 1984 hours and \$37,498 cost to applicants and \$14,112 cost to DHS. This calculation is based on the number of burden hours for each type of information collection/form, as indicated above, and the estimated wage rates for those individuals responsible for collecting the information or completing the forms. The new collection is required for sound grants management and compliance with OMB Circulars and DHS regulations.

FOR FURTHER INFORMATION CONTACT:

Contact Michael Tamillow, Emergency Preparedness and Response Directorate, Department of Homeland Security, 500 C Street, SW., Washington, DC 20472, telephone (202) 646-2549, facsimile (202) 646-4684, or e-mail mike.tamillow@dhs.gov for additional information. You may contact Muriel B. Anderson for copies of the proposed collection of information at (202) 646-2625 or (facsimile) (202) 646-3347, or e-mail informationcollections@dhs.gov.

Executive Order 13132 Federalism—Federalism Summary Impact Statement

Executive Order 13132 requires DHS to develop a process to ensure “meaningful and timely input by State and local officials in the development of regulatory policies that have federalism implications.” Such policies are defined in the Executive Order to include rules that have “substantial direct effects on the States, on the relationship between the national government and the States, or on the distribution of power and responsibilities among the various levels of government.”

We have analyzed this interim rule in accordance with the principles and criteria in the Executive Order and has determined that this interim rule would not have a substantial direct effect on the States, on the relationship between the national government and the States, or on the distribution of power and responsibilities among the various levels of government. The rule imposes no mandates on State or local governments; participation in the National US&R Response System is strictly voluntary. Moreover, one of the most significant objectives of this program is to build State and local US&R capability. The US&R program recognizes the primary role of State and local governments in responding to disasters and emergencies. Equipment and supplies purchased with Federal funds may be used to respond to in-state disasters and emergencies. The teams may only be deployed across State lines when released by their home State. The assistance these teams provide, like

other assistance under the Stafford Act, is only furnished when disaster or emergency needs exceed the combined State and local capabilities and the Governor requests the assistance. Therefore, we certify that this interim rule does not have federalism implications as defined in Executive Order 13132.

While this interim rule does not have federalism implications, this rule has been developed through a collaborative process with representatives of State and local governments. As noted above, the Legal Issues Working Group, a subgroup of the National US&R Response System Advisory Committee, developed the original draft of these regulations. The National US&R Response System presented a draft to DHS. The Legal Issues Working Group and the National US&R Response System Advisory Committee both comprised Federal, State and Local Government officials, as well as representatives of labor organizations, some of whose members serve on the US&R Task Forces.

Congressional Review of Agency Rulemaking

We have sent this final rule to the Congress and to the General Accounting Office under the Congressional Review of Agency Rulemaking Act, Pub. L. 104-121. The rule is not a “major rule” within the meaning of that Act. It standardizes the financing, administration and operation of the National Urban Search and Rescue Response System, a cooperative effort of the Department of Homeland Security, participating State emergency management agencies and local public safety agencies across the country.

The rule will not result in a major increase in costs or prices for consumers, individual industries, Federal, State, or local government agencies, or geographic regions. It will not have “significant adverse effects” on competition, employment, investment, productivity, innovation, or on the ability of United States-based enterprises to compete with foreign-based enterprises. This rule is subject to the information collection requirements of the Paperwork Reduction Act and OMB has assigned Control No. 1660-0025. The rule is not an unfunded Federal mandate within the meaning of the Unfunded Mandates Reform Act of 1995, Pub. L. 104-4, and any enforceable duties that we impose are a condition of Federal assistance or a duty arising from participation in a voluntary Federal program.

List of Subjects in 44 CFR Part 208

Disaster assistance, Grant programs.
■ Accordingly, we add part 208 to title 44, chapter I of the Code of Federal Regulations, as follows:

PART 208—NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM

Subpart A—General

- Sec.
208.1 Purpose and scope of this part.
208.2 Definitions of terms used in this part.
208.3 Authority for the National US&R Response System.
208.4 Purpose for System.
208.5 Authority of the Director of the Response Division (Director).
208.6 System resource reports.
208.7 Enforcement.
208.8 Code of conduct.
208.9 Agreements between Sponsoring Agencies and Participating Agencies.
208.10 Other regulations.
208.11 Federal status of System Members.
208.12 Maximum Pay Rate Table.
208.13–208.20 [Reserved]

Subpart B—Preparedness Cooperative Agreements

- 208.21 Purpose.
208.22 Preparedness Cooperative Agreement process.
208.23 Allowable costs under Preparedness Cooperative Agreements.
208.24 Purchase and maintenance of items not listed on Equipment Cache List.
208.25 Obsolete equipment.
208.26 Accountability for use of funds.
208.27 Title to equipment.
208.28–208.30 [Reserved].

Subpart C—Response Cooperative Agreements

- 208.31 Purpose.
208.32 Definitions of terms used in this subpart.
208.33 Allowable costs.
208.34 Agreements between Sponsoring Agencies and others.
208.35 Reimbursement for Advisory.
208.36 Reimbursement for Alert.
208.37 Reimbursement for equipment and supply costs incurred during Activation.
208.38 Reimbursement for re-supply and logistics costs incurred during Activation.
208.39 Reimbursement for personnel costs incurred during Activation.
208.40 Reimbursement of fringe benefit costs during Activation.
208.41 Administrative allowance.
208.42 Reimbursement for other administrative costs.
208.43 Rehabilitation.
208.44 Reimbursement for other costs.
208.45 Advance of funds.
208.46 Title to equipment.
208.47–208.50 [Reserved]

Subpart D—Reimbursement Claims and Appeals

- 208.51 General.
208.52 Reimbursement procedures.

- 208.53–208.59 [Reserved]
- 208.60 Determination of claims.
- 208.61 Payment of claims.
- 208.62 Appeals.
- 208.63 Request by DHS for supplemental information.
- 208.64 Administrative and audit requirements.
- 208.65 Mode of transmission.
- 208.66 Reopening of claims for retrospective or retroactive adjustment of costs.
- 208.67–208.70 [Reserved]

Authority: Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 through 5206; Reorganization Plan No. 3 of 1978, 43 FR 41943, 3 CFR, 1978 Comp., p. 329; Homeland Security Act of 2002, 6 U.S.C. 101; E.O. 12127, 44 FR 19367, 3 CFR, 1979 Comp., p. 376; E.O. 12148, 44 FR 43239, 3 CFR, 1979 Comp., p. 412; E.O. 13286, 68 FR 10619, 3 CFR, 2003 Comp., p. 166.

Subpart A—General

§ 208.1 Purpose and scope of this part.

(a) *Purpose.* The purpose of this part is to prescribe policies and procedures pertaining to the Department of Homeland Security's (DHS) National Urban Search and Rescue Response System.

(b) *Scope.* This part applies to Sponsoring Agencies and other participants in the National Urban Search and Rescue Response System that have executed agreements governed by this part. Part 206 of this chapter does not apply to activities undertaken under this part, except as provided in §§ 208.5 and 208.10 of this part. This part does not apply to reimbursement under part 206, subpart H, of this chapter.

§ 208.2 Definitions of terms used in this part.

(a) *General.* Any capitalized word in this part is a defined term unless such capitalization results from the application of standard capitalization or style rules for Federal regulations. The following definitions have general applicability throughout this part:

Activated or Activation means the status of a System resource placed at the direction, control and funding of DHS in response to, or in anticipation of, a presidential declaration of a major disaster or emergency under the Stafford Act.

Activation Order means the DHS communication placing a System resource under the direction, control, and funding of DHS.

Advisory means a DHS communication to System resources indicating that an event has occurred or DHS anticipates will occur that may require Alert or Activation of System resources.

Alert means the status of a System resource's readiness when triggered by an Alert Order indicating that DHS may Activate the System resource.

Alert Order means the DHS communication that places a System resource on Alert status.

Assistance Officer means the DHS employee who has legal authority to bind DHS by awarding and amending Cooperative Agreements.

Backfill means the personnel practice of temporarily replacing a person in his or her usual position with another person.

Cooperating Agency means a State or Local Government that has executed a Cooperative Agreement to provide Technical Specialists.

Cooperative Agreement means a legal instrument between DHS and a Sponsoring Agency or Cooperating Agency that provides funds to accomplish a public purpose and anticipates substantial Federal involvement during the performance of the contemplated activity.

Daily Cost Estimate means a Sponsoring Agency's estimate of Task Force personnel compensation, itemized fringe benefit rates and amounts including calculations, and Backfill expenditures for a 24-hour period of Activation.

Deputy Director means the Deputy Director of the Response Division, Emergency Preparedness and Response Directorate, Department of Homeland Security, or other person that the Director designates.

DHS means the Department of Homeland Security.

Director means the Director of the Response Division, Emergency Preparedness and Response Directorate, DHS.

Disaster Search Canine Team means a disaster search canine and handler who have successfully completed the written examination and demonstrated the performance skills required by the Disaster Search Canine Readiness Evaluation Process. A disaster search canine is a dog that has successfully completed the DHS Disaster Search Canine Readiness Evaluation criteria for Type II or both Type II and Type I.

Emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Equipment Cache List means the DHS-issued list that defines:

(1) The equipment and supplies that US&R will furnish to Sponsoring Agencies; and

(2) The maximum quantities and types of equipment and supplies that a Sponsoring Agency may purchase and maintain with DHS funds.

Federal Excess Property means any Federal personal property under the control of a Federal agency that the agency head or a designee determines is not required for its needs or for the discharge of its responsibilities.

Federal Response Plan means the signed agreement among various Federal departments and agencies that provides a mechanism for coordinating delivery of Federal assistance and resources to augment efforts of State and Local Governments overwhelmed by a Major Disaster or Emergency, supports implementation of the Stafford Act, as well as individual agency statutory authorities, and supplements other Federal emergency operations plans developed to address specific hazards.

Joint Management Team or JMT means a multi-disciplinary group of National Disaster Medical System (NDMS), Urban Search and Rescue (US&R), and other specialists combined to provide operations, planning, logistics, finance and administrative support for US&R and NDMS resources, and to provide technical advice and assistance to States and Local Governments.

Local Government means any county, city, village, town, district, or other political subdivision of any State; any federally recognized Indian tribe or authorized tribal organization; and any Alaska Native village or organization.

Major Disaster means any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or regardless of cause, any fire, flood, or explosion, in any part of the United States, that in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of States, Local Governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Memorandum of Agreement (MOA) means the document signed by DHS, a Sponsoring Agency and its State that describes the relationship of the parties with respect to the National Urban Search & Rescue Response System.

Participating Agency means a State or Local Government, non-profit organization, or private organization

that has executed an agreement with a Sponsoring Agency to participate in the National US&R Response System.

Personnel Rehabilitation Period means the period allowed by DHS for a person's rehabilitation to normal conditions of living following an Activation.

Preparedness Cooperative Agreement means the agreement between DHS and a Sponsoring Agency for reimbursement of allowable expenditures incurred by the Sponsoring Agency to develop and maintain System capabilities and operational readiness.

Program Directive means guidance and direction for action to ensure consistency and standardization across the National US&R Response System.

Program Manager means the individual, or his or her designee, within DHS who is responsible for day-to-day administration of the National US&R Response System.

Program Office means the organizational entity within DHS that is responsible for day-to-day administration of the National US&R Response System.

Response Cooperative Agreement means an agreement between DHS and a Sponsoring Agency for reimbursement of allowable expenditures incurred by the Sponsoring Agency as a result of an Alert or Activation.

Sponsoring Agency means a State or Local Government that has executed an MOA with DHS to organize and administer a Task Force.

Stafford Act means the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 through 5206.

State means any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Federated States of Micronesia or the Republic of the Marshall Islands.

Support Specialist means a person participating in the System who assists the Task Force with administrative or other support during mobilization, ground transportation and demobilization as directed.

System or National US&R Response System means the national US&R response capability administered by DHS.

System Member means any Task Force Member, JMT Member, Technical Specialist, Support Specialist or Disaster Search Canine Team.

Task Force means an integrated US&R organization of multi-disciplinary resources with common communications and a leader, organized

and administered by a Sponsoring Agency and meeting DHS standards.

Task Force Member means a person occupying a position on a Task Force.

Technical Specialist means a person participating in the System contributing technical knowledge and skill who may be placed on Alert or Activated as a single resource and not as a part of a JMT or a Task Force.

US&R means urban search and rescue, the process of searching for, extricating, and providing for the immediate medical stabilization of victims who are entrapped in collapsed structures.

(b) *Additional definitions.* Definitions for certain terms that apply only to individual subparts of this part are located in those subparts.

§ 208.3 Authority for the National US&R Response System.

(a) *Enabling legislation.* The Federal Emergency Management Agency established and operated the System under the authority of §§ 303, 306(a), 306(b), 403(a)(3)(B) and 621(c) of the Stafford Act, 42 U.S.C. 5144, 5149(a), 5149(b), 5170(b)(3)(B) and 5197(c), respectively. Section 503 of the Homeland Security Act of 2002, 6 U.S.C. 313, transferred the functions of the Director of FEMA to the Secretary of Homeland Security. The President redelegated to the Secretary of Homeland Security in Executive Order 13286 those authorities of the President under the Stafford Act that had been delegated previously to the Director of FEMA under Executive Order 12148.

(b) *Implementing plan.* The National Response Plan identifies DHS as the primary Federal agency with responsibility for Emergency Support Function 9, Urban Search and Rescue.

§ 208.4 Purpose for System.

It is DHS policy to develop and provide a national system of standardized US&R resources to respond to Emergencies and Major Disasters that are beyond the capabilities of affected State and Local Governments.

§ 208.5 Authority of the Director of the Response Division (Director).

(a) *Participation in activities of the System.* The Director is responsible for determining participation in the System and any activity thereof, including but not limited to whether a System resource is operationally ready for Activation.

(b) *Standards for and measurement of System efficiency and effectiveness.* In addition to the authority provided in § 206.13 of this chapter, the Director may establish performance standards

and assess the efficiency and effectiveness of System resources.

§ 208.6 System resource reports.

(a) *Reports to Director.* The Director may request reports from any System resource relating to its activities as part of the System.

(b) *Reports to FEMA Regional Directors.* Any FEMA Regional Director may request through the Director reports from any System resource used within or based within the Regional Director's jurisdiction.

(c) *Audits, investigations, studies and evaluations.* DHS and the General Accounting Office may conduct audits, investigations, studies, and evaluations as necessary. Sponsoring Agencies, Participating Agencies and System Members are expected to cooperate fully in such audits, investigations, studies and evaluations.

§ 208.7 Enforcement.

(a) *Remedies for noncompliance.* In accordance with the provisions of 44 CFR 13.43, if a Sponsoring Agency, Participating Agency, Affiliated Personnel or other System Member materially fails to comply with a term of a Cooperative Agreement, Memorandum of Agreement, System directive or other Program Directive, the Director may take one or more of the actions provided in 44 CFR 13.43(a)(1) through (5). Any such enforcement action taken by the Director will be subject to the hearings, appeals, and effects of suspension and termination provisions of 44 CFR 13.43(b) and (c).

(b) The enforcement remedies identified in this section, including suspension and termination, do not preclude a Sponsoring Agency, Participating Agency, Affiliated Personnel or other System Member from being subject to "Debarment and Suspension" under E.O. 12549, as amended, in accordance with 44 CFR 13.43(d).

(c) *Other authority for sanctions.* Nothing in this section limits or precludes the application of other authority to impose civil or criminal sanctions, including 42 U.S.C. 5156.

§ 208.8 Code of conduct.

The Director will develop and implement a code of conduct for System Members acting under DHS's direction and control. Nothing in this section or the DHS code of conduct will limit the authority of a Sponsoring Agency, Participating Agency or Cooperating Agency to apply its own code of conduct to its System Members or employees. If the DHS code is more restrictive, it controls.

§ 208.9 Agreements between Sponsoring Agencies and Participating Agencies.

Every agreement between a Sponsoring Agency and a Participating Agency regarding the System must include a provision making this part applicable to the Participating Agency and its employees who engage in System activities.

§ 208.10 Other regulations.

The following provisions of title 44 CFR, Chapter I also apply to the program in this part:

(a) Section 206.9, which deals with the non-liability of DHS in certain circumstances.

(b) Section 206.11, which prescribes nondiscrimination in the provision of disaster assistance.

(c) Section 206.14, which deals with criminal and civil penalties.

(d) Section 206.15, which permits recovery of assistance by DHS.

§ 208.11 Federal status of System Members.

The Director will appoint all Activated System Members as temporary excepted Federal volunteers. The Director may appoint a System Member who participates in Alert activities as such a Federal volunteer. The Director may also appoint each System Member who participates in DHS-sanctioned preparedness activities as a temporary excepted Federal volunteer. DHS intends these appointments to secure protection for such volunteers under the Federal Employees Compensation Act and the Federal Tort Claims Act and do not intend to interfere with any preexisting employment relationship between a System Member and a Sponsoring Agency, Cooperating Agency or Participating Agency. System Members whom DHS appoints as temporary excepted Federal volunteers will not receive any compensation or employee benefit directly from the United States of America for their service, but will be compensated through their Sponsoring Agency.

§ 208.12 Maximum Pay Rate Table.

(a) *Purpose.* This section establishes the process for creating and updating the Maximum Pay Rate Table (Table), and the Table's use to reimburse Affiliated Personnel (Task Force Physicians, Task Force Engineers, and Canine Handlers) and Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency. Section 208.32 defines the "Maximum Pay Rate Table" as "the DHS-issued table that identifies the maximum pay rates for

selected System positions that may be used for reimbursement of Affiliated Personnel compensation and Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency." In that same section, the term "Affiliated Personnel" is defined as "individuals not normally employed by a Sponsoring Agency or Participating Agency and individuals normally affiliated with a Sponsoring Agency or Participating Agency as volunteers."

(b) *Scope of this section.* (1) The Maximum Pay Rate Table applies to those individuals who are not normally employed by a Sponsoring Agency or Participating Agency, or whose affiliation with a Sponsoring Agency or Participating Agency is as a volunteer; that is, an individual whom the Sponsoring Agency or Participating Agency does not normally compensate in any way, at any rate.

(2) The Table also applies to Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency.

(c) *Method for determining maximum pay rates.* (1) DHS uses the United States Office of Personnel Management's salary rates, computed under 5 U.S.C. 5504, as the basis for the maximum pay rate schedule. DHS considers System members' experience and sets maximum pay rates at the maximum grade, middle step for each position, which demonstrates an experience level of five years.

(2) The Office of Personnel Management (OPM) publishes salary and locality pay schedules each calendar year.

(i) *Physicians.* DHS uses the latest Special Salary Rate Table Number 0290 for Medical Officers (Clinical) Worldwide for physicians. The rates used in the initial Table can be found at <http://www.opm.gov/oca/03tables/SSR/HTML/0290.asp>.

(ii) *Engineers and Canine Handlers.* DHS uses the latest General Schedule pay scale for both positions. Both specialties are compared to the General Schedule pay scale to ensure parity with like specialties on a task force (canine handlers are equated with rescue specialists). The rates used in the initial Table can be found at <http://www.opm.gov/oca/03tables/html/gs.asp>.

(iii) *Locality Pay.* To determine adjustments for locality pay DHS uses the latest locality pay areas (including the "Rest of U.S." area) established by OPM. The rates used in the initial Table can be found at <http://www.opm.gov/oca/03tables/locdef.asp>.

(3) *Review and update.* DHS will review and update the Table periodically, at least annually. The comments of Sponsoring and Participating Agencies and their experience with the Table will be considered and evaluated in the course of the reviews.

(4) *Initial rates and subsequent revisions.* DHS will publish the initial maximum pay rate table in the **Federal Register** as a notice with request for comments. Subsequent revisions will be made to the pay rate table as OPM changes salary rates as described in this section. When subsequent revisions are made to the maximum pay rate table DHS will publish the new maximum pay rate table in the **Federal Register**. The rates will be effective for the latest year indicated by OPM.¹

(d) *Application of the maximum pay rate table—(1) Applicability.* The Maximum Pay Rate Table sets forth maximum rates for which DHS will reimburse the Sponsoring Agency for compensation paid to Activated Affiliated Personnel and as Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency.

(2) *Higher rates.* The Sponsoring Agency may choose to pay Affiliated Personnel at a higher rate, but DHS will not reimburse the increment above the maximum rate specified in the Maximum Pay Rate Table. Likewise, the Sponsoring Agency may choose to enter into a Participating Agency agreement with the individual's employer, rather than use the individual as an Affiliated Personnel, in which case the Maximum Pay Rate Table would not apply.

(3) *Compensation for Sponsoring Agency employees serving as Affiliated Personnel.* An employee of a Sponsoring Agency serving on a Task Force in a capacity other than his or her normal job, e.g., a fire department dispatcher affiliated with the Task Force as a canine search specialist, as an Affiliated Personnel, would not necessarily be subject to the Maximum Pay Rate Table for reimbursement for salary and benefits for that individual. However, Sponsoring Agencies may use the rates in the Maximum Pay Rate Table as a guide for establishing compensation levels for such individuals.

(4) *Backfill expenses for Affiliated Personnel under § 208.39(g).* (i) The only way that DHS can reimburse for Backfill costs incurred for Affiliated Personnel is through Participating

¹ In some years the latest year may not be the current calendar year. For instance, OPM did not change its pay rates for calendar year 2004, and the 2003 schedules apply.

Agencies. If reimbursement for Backfill expenses is needed for Affiliated Personnel, DHS encourages them to urge their employers or professional association to seek Participating Agency status.

(ii) *Private, for-profit organizations.* Participating Agency status is available to private, for-profit organizations, e.g., HMOs or medical or engineering professional associations, under the revised definition of "Participating Agency" set forth in this Interim rule. (See Definitions, § 208.2, *Participating Agency*, and § 208.32, *Maximum Pay Rate Table*). When a for-profit Participating Agency must backfill an Activated System Member's position we will compensate that Participating Agency up to the maximum rate provided in the Table.

(iii) *Compensation costs.* DHS will reimburse for-profit organizations, for purposes of reimbursement and Backfill, for the System Member's actual compensation or the actual compensation of the individual who Backfills a position (which includes salary and benefits, as described in §§ 208.39 and 208.40), but will not reimburse for billable or other rates that might be charged for services rendered to commercial clients or patients.

§§ 208.13—208.20 [Reserved]

Subpart B—Preparedness Cooperative Agreements

§ 208.21 Purpose.

Subpart B of this part provides guidance on the administration of Preparedness Cooperative Agreements.

§ 208.22 Preparedness Cooperative Agreement process.

(a) *Application.* To obtain DHS funding for an award or amendment of a Preparedness Cooperative Agreement, the Sponsoring Agency must submit an application. Standard form SF-424 "Application for Federal Assistance" generally will be used. However, the application must be in a form that the Assistance Officer specifies.

(b) *Award.* DHS will award a Preparedness Cooperative Agreement to each Sponsoring Agency to provide Federal funding to develop and maintain System resource capabilities and operational readiness. For the purposes of the Preparedness Cooperative Agreement, the Sponsoring Agency will be considered the "recipient."

(c) *Amendment—(1) Procedure.* Absent special circumstances, DHS will fund and amend Preparedness Cooperative Agreements on an annual basis. Before amendment, the Assistance

Officer will issue a call for Cooperative Agreement amendment applications. The Assistance Officer will specify required application forms and supporting documentation to be submitted with the application.

(2) *Period of performance.* Absent special circumstances, the period of performance for Preparedness Cooperative Agreements will be 1 year from the date of award. The Assistance Officer may allow for an alternate period of performance with the approval of the Director.

(3) *Assistance Officer.* The Assistance Officer is the only individual authorized to award or modify a Preparedness Cooperative Agreement.

(d) *Award amounts.* The Director will determine award amounts on an annual basis. A Task Force is eligible for an annual award only if the Program Manager receives and approves the Task Force's current-year Daily Cost Estimate.

(e) *DHS priorities.* The Director will establish overall priorities for the use of Preparedness Cooperative Agreement funds taking into consideration the results of readiness evaluations and actual Activations, overall priorities of DHS, and other factors, as appropriate.

(f) *Cost sharing.* The Director may subject Preparedness Cooperative Agreement awards to cost sharing provisions. In the call for Preparedness Cooperative Agreement amendment applications, the Assistance Officer must inform Sponsoring Agencies about any cost sharing obligations.

(g) *Sponsoring Agency priorities.* The Sponsoring Agency should indicate its spending priorities in the application. The Program Manager will review these priorities and will make recommendations to the Assistance Officer for negotiating the final agreement.

(h) *Responsibility to maintain integrity of the equipment cache.* The Sponsoring Agency is responsible to maintain the integrity of the equipment cache, including but not limited to, maintenance of the cache, replacement of equipment or supplies expended in training, activations, or local use of the cache, and timely availability of the cache for Task Force Activations.

§ 208.23 Allowable costs under Preparedness Cooperative Agreements.

System Members may spend Federal funds that DHS provides under any Preparedness Cooperative Agreement and any required matching funds under 44 CFR 13.22 and this section to pay reasonable, allowable, necessary and allocable costs that directly support System activities, including the following:

(a) Administration, including:

(1) Management and administration of day-to-day System activities such as personnel compensation and benefits relating to System maintenance and development, record keeping, inventory of equipment, and correspondence;

(2) Travel to and from System activities, meetings, conferences, training, drills and exercises;

(3) Tests and examinations, including vaccinations, immunizations and other tests that are not normally required or provided in the course of a System Member's employment, and that DHS requires to meet its standards.

(b) Training:

(1) Development and delivery of, and participation in, System-related training courses, exercises, and drills;

(2) Construction, maintenance, lease or purchase of System-related training facilities or materials;

(3) Personnel compensation expenses, including overtime and other related expenses associated with System-related training, exercises, or drills;

(4) System-required evaluations and certifications other than the certifications that DHS requires System Members to possess at the time of entry into the System. For instance, DHS will not pay for a medical school degree, paramedic certification or recertification, civil engineering license, etc.

(c) Equipment:

(1) Procurement of equipment and supplies specifically identified on the then-current DHS-approved Equipment Cache List;

(2) Maintenance and repair of equipment included on the current Equipment Cache List;

(3) Maintenance and repair of equipment acquired with DHS approval through the Federal Excess Property program, except as provided in § 208.25 of this part;

(4) Purchase, construction, maintenance or lease of storage facilities and associated equipment for System equipment and supplies.

(d) Disaster search canine expenses limited to:

(1) Procurement for use as a System resource;

(2) Training and certification expenses;

(3) Veterinary care.

(e) Management and administrative costs, actually incurred but not otherwise specified in this section that directly support the Sponsoring Agency's US&R capability, provided that such costs do not exceed 7.5 percent of the award/amendment amount.

§ 208.24 Purchase and maintenance of items not listed on Equipment Cache List.

(a) Requests for purchase or maintenance of equipment and supplies not appearing on the Equipment Cache List, or that exceed the number specified in the Equipment Cache List, must be made in writing to the Program Manager. No Federal funds provided under any Preparedness Cooperative Agreement may be expended to purchase or maintain any equipment or supply item unless:

(1) The equipment and supplies directly support the Sponsoring Agency's US&R capability;

(2) The Program Manager approves the expenditure and gives written notice of his or her approval to the Sponsoring Agency before the Sponsoring Agency purchases the equipment or supply item.

(b) Maintenance of items approved for purchase under this section is eligible for reimbursement, except as provided in § 208.26 of this subpart.

§ 208.25 Obsolete equipment.

(a) The Director will periodically identify obsolete items on the Equipment Cache List and provide such information to Sponsoring Agencies.

(b) Neither funds that DHS provides nor matching funds required under a Preparedness Cooperative Agreement may be used to maintain or repair items that DHS has identified as obsolete.

§ 208.26 Accountability for use of funds.

The Sponsoring Agency is accountable for the use of funds as provided under the Preparedness Cooperative Agreement, including financial reporting and rotation and access requirements according to 44 CFR 13.41 and 13.42.

§ 208.27 Title to equipment.

Title to equipment purchased by a Sponsoring Agency with funds provided under a DHS Preparedness Cooperative Agreement vests in the Sponsoring Agency, provided that DHS reserves the right to transfer title to the Federal Government or a third party that DHS may name, under 44 CFR 13.32(g), for example, when a Sponsoring Agency indicates or demonstrates that it cannot fulfill its obligations under the Memorandum of Agreement.

§§ 208.28–208.30 [Reserved]

Subpart C—Response Cooperative Agreements

§ 208.31 Purpose.

Subpart C of this part provides guidance on the administration of Response Cooperative Agreements.

§ 208.32 Definitions of terms used in this subpart.

Affiliated Personnel means individuals not normally employed by a Sponsoring Agency or Participating Agency and individuals normally affiliated with a Sponsoring Agency or Participating Agency as volunteers.

Demobilization Order means a DHS communication that terminates an Alert or Activation and identifies cost and time allowances for rehabilitation.

Exempt means any System Member who is exempt from the requirements of the Fair Labor Standards Act, 29 U.S.C. 201 *et seq.*, pertaining to overtime compensation and other labor standards.

Maximum Pay Rate Table means the DHS-issued table that identifies the maximum pay rates for selected System positions that may be used for reimbursement of Affiliated Personnel compensation and Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency. The Maximum Pay Rate Table does not apply to a System member whom a Sponsoring Agency or Participating Agency employs.

Mobilization means the process of assembling equipment and personnel in response to an Alert or Activation.

Non-Exempt means any System Member who is covered by 29 U.S.C. 201 *et seq.*

Rehabilitation means the process of returning personnel and equipment to a pre-incident state of readiness after DHS terminates an Activation.

§ 208.33 Allowable costs.

(a) *Cost neutrality.* DHS policy is that an Alert or Activation should be as cost neutral as possible to Sponsoring Agencies and Participating Agencies. To make an Alert or Activation cost-neutral, DHS will reimburse under this subpart all reasonable, allowable, necessary and allocable costs that a Sponsoring Agency or Participating Agency incurs during the Alert or Activation.

(b) *Actual costs.* Notwithstanding any other provision of this chapter, DHS will not reimburse a Sponsoring Agency or Participating Agency for any costs greater than those that the Sponsoring Agency or Participating Agency actually incurs during an Alert, Activation.

(c) *Normal or predetermined practices.* Consistent with Office of Management and Budget (OMB) Circulars A-21, A-87, A-102 and A-110 (2 CFR part 215), as applicable, Sponsoring Agencies and Participating Agencies must adhere to their own normal and predetermined practices

and policies of general application when requesting reimbursement from DHS except as it sets out in this subpart.

(d) *Indirect costs.* Indirect costs beyond the administrative and management costs allowance established by § 208.41 of this part are not allowable.

§ 208.34 Agreements between Sponsoring Agencies and others.

Sponsoring Agencies are responsible for executing such agreements with Participating Agencies and Affiliated Personnel as may be necessary to implement the Sponsoring Agency's Response Cooperative Agreement with DHS. Those agreements must identify established hourly or daily rates of pay for System Members. The hourly or daily rates of pay for Affiliated Personnel must be in accordance with, and must not exceed, the maximum pay rates contained in the then-current Maximum Pay Rate Table.

§ 208.35 Reimbursement for Advisory.

DHS will not reimburse costs incurred during an Advisory.

§ 208.36 Reimbursement for Alert.

(a) *Allowable costs.* DHS will reimburse costs incurred during an Alert, up to the dollar limit specified in the Alert Order, for the following activities:

(1) Personnel costs, including Backfill, incurred to prepare for Activation.

(2) Transportation costs relating to hiring, leasing, or renting vehicles and drivers.

(3) The administrative allowance provided in § 208.41 of this part.

(4) Food and beverages for Task Force Members and Support Specialists when DHS does not provide meals during the Alert. DHS will limit food and beverage reimbursement to the amount of the then-current Federal meals daily allowance published in the **Federal Register** for the locality where such food and beverages were provided, multiplied by the number of personnel who received them.

(b) *Calculation of Alert Order dollar limit.* The Alert Order dollar limit will equal:

(1) An allowance of 10 percent of the Task Force's Daily Cost Estimate; and

(2) A supplemental allowance of 1 percent of the Task Force's Daily Cost Estimate for each 24-hour period beyond the first 72 hours of Alert.

(c) *Non-allowable costs.* DHS will not reimburse costs incurred or relating to the leasing, hiring or chartering of aircraft or the purchase of any equipment, aircraft, or vehicles.

§ 208.37 Reimbursement for equipment and supply costs incurred during Activation.

(a) *Allowable costs.* DHS will reimburse costs incurred for the emergency procurement of equipment and supplies in the number, type, and up to the cost specified in the current approved Equipment Cache List, and up to the aggregate dollar limit specified in the Activation Order. The Director may determine emergency procurement dollar limits, taking into account previous Activation history, available funding, the extent and nature of the incident, and the current state of Task Force readiness.

(b) *Non-Allowable costs.* DHS will not reimburse costs incurred for items that are not listed on the Equipment Cache List; for items purchased greater than the cost or quantity identified in the Equipment Cache List; or for any purchase of non-expendable items that duplicate a previous purchase under a Preparedness or Response Cooperative Agreement.

§ 208.38 Reimbursement for re-supply and logistics costs incurred during Activation.

With the exception of emergency procurement authorized in the Activation Order, and replacement of consumable items provided for in § 208.43(a)(2) of this subpart, DHS will not reimburse costs incurred for re-supply and logistical support during Activation. Re-supply and logistical support of Task Forces needed during

Activation are the responsibility of the Joint Management Team.

§ 208.39 Reimbursement for personnel costs incurred during Activation.

(a) *Compensation.* DHS will reimburse the Sponsoring Agency for costs incurred for the compensation of each Activated System Member during Activation. Reimbursement of compensation costs for Activated Support Specialists will be limited to periods of time during which they were actively supporting the Activation or traveling to or from locations at which they were actively supporting the Activation. The provisions of § 208.40 of this part govern costs incurred for providing fringe benefits to System Members.

(b) *Public Safety Exemption not applicable.* DHS will reimburse Sponsoring Agencies for costs incurred by Non-Exempt System Members in accordance with 29 U.S.C. 207(a) of the Fair Labor Standards Act, without regard to the public safety exemption contained in 29 U.S.C. 207(k). In other words, DHS will reimburse Sponsoring Agencies on an overtime basis for any hours worked by Non-Exempt System Members greater than 40 hours during a regular workweek.

(c) *Tour of duty.* The tour of duty for all Activated System Members will be 24 hours. DHS will reimburse the Sponsoring Agency for salary and overtime costs incurred in

compensating System Members for meal periods and regularly scheduled sleep periods during Activation. Activated System Members are considered "on-duty" and must be available for immediate response at all times during Activation.

(d) *Regular rate.* The regular rate for purposes of calculating allowable salary and overtime costs is the amount determined in accordance with § 208.39(e)(1) through (3) of this subpart.

(e) *Procedures for calculating compensation during Activation.* A Sponsoring Agency or Participating Agency must:

(1) Convert the base hourly wage of any Non-Exempt System Member regularly paid under 29 U.S.C. 207(k) to its equivalent for a 40-hour work week;

(2) Convert the annual salary of any salaried Non-Exempt System Member to its hourly equivalent for a 40-hour workweek;

(3) Calculate the daily compensation of Exempt System Members based on their current annual salary, exclusive of fringe benefits;

(4) Calculate the total number of hours worked by each System Member to be included in the Sponsoring Agency's request for reimbursement; and

(5) Submit a request for reimbursement under § 208.52 of this part according to the following table:

If the Sponsoring Agency or Participating Agency * * *	And the Sponsoring Agency or Participating Agency * * *	Then the following compensation costs are allowable:
(i) Customarily and usually compensates Exempt System Members by paying a salary, but not overtime,	Does not customarily and usually grant compensatory time or other form of overtime substitute to Exempt System members.	The daily compensation equivalent calculated under §208.39(e)(3) of this part for each Activated Exempt System Member for each full or partial day during Activation.
(ii) Customarily and usually compensates Exempt System Members by paying a salary but not overtime	Customarily and usually awards compensatory time or other overtime substitute for Exempt System Members for hours worked above a predetermined hours threshold (for example, the Sponsoring Agency customarily and usually grants compensatory time for all hours worked above 60 in a given week).	The daily compensation equivalent calculated under §208.39(e)(3) of this part for each Activated Exempt System Member for each full or partial day during Activation AND the dollar value at the time of accrual of the compensatory time or other overtime substitute for each Activated Exempt System Member based on the duration of the Activation.
(iii) Customarily and usually compensates Exempt System Members by paying a salary and overtime,	Customarily and usually calculates overtime for Exempt System Members by paying a predetermined overtime payment for each hour worked above a predetermined hours threshold,.	The daily compensation equivalent calculated under §208.39(e)(3) of this part for each Activated Exempt System Member for each full or partial day during Activation AND the predetermined overtime payment for each hour during the Activation above the previously determined hours threshold for each Activated Exempt System Member.
(iv) Customarily and usually compensates Non-Exempt System Members by paying overtime after 40 hours per week,	Does not customarily and usually grant compensatory time or other form of overtime substitute to Non-Exempt System members,.	For each seven-day period during the Activation, the hourly wage of each Activated Non-Exempt System Member for the first 40 hours AND the overtime payment for each Activated Non-Exempt System Member for every hour over 40.

If the Sponsoring Agency or Participating Agency * * *	And the Sponsoring Agency or Participating Agency * * *	Then the following compensation costs are allowable:
(v) Customarily and usually compensates Non-Exempt System Members according to a compensation plan established under 29 U.S.C. 207(k),	Does not customarily and usually grant compensatory time or other form of overtime substitute to Non-Exempt System Members.	For each seven-day period during the Activation, the hourly wage equivalent of each Activated Non-Exempt System Member calculated under §208.39(e)(1) of this part for the first 40 hours AND the overtime payment equivalent for each Activated Non-Exempt System Member calculated under §208.39(e)(1) of this part for every hour over 40.
(vi) Activates Personnel, who are customarily and usually paid an hourly wage according to the Maximum Pay Rate Table,	For each seven-day period during the Affiliated Activation, the hourly wage for each Activated Affiliated Personnel for the first 40 hours and one and one-half times the hourly wage for each Activated Affiliated Personnel for every hour over 40.
(vii) Activates Affiliated Personnel who are customarily and usually paid a daily compensation rate according to the Maximum Pay Rate Table,	The daily compensation rate for each Activated Affiliated Personnel for each full or partial day during the Activation.

(f) *Reimbursement of additional salary and overtime costs.* DHS will reimburse any identified additional salary and overtime cost incurred by a Sponsoring Agency as a result of the temporary conversion of a Non-Exempt System Member normally compensated under 29 U.S.C. 207(k) to a 40-hour work week under 29 U.S.C. 207(a).

(g) *Reimbursement for Backfill costs upon Activation.* DHS will reimburse the cost to Backfill System Members. Backfill costs consist of the expenses generated by filling the position in

which the Activated System Member should have been working. These costs are calculated by subtracting the non-overtime compensation, including fringe benefits, of Activated System Members from the total costs (non-overtime and overtime compensation, including fringe benefits) paid to Backfill the Activated System Members. Backfill reimbursement is available only for those positions that are normally Backfilled by the Sponsoring Agency or Participating Agency during Activation.

Employees exempt under the Fair Labor Standards Act (FLSA) not normally Backfilled by the Sponsoring Agency or Participating Agency are not eligible for Backfill during Activation.

§ 208.40 Reimbursement of fringe benefit costs during Activation.

(a) Except as specified in §208.40 (c) of this subpart, DHS will reimburse the Sponsoring Agency for fringe benefit costs incurred during Activation according to the following table:

If the Sponsoring Agency or Participating Agency * * *	Then the Sponsoring Agency or Participating Agency must * * *	Example
(1) Incurs a fringe benefit cost based on the number of base hours worked by a System Member,	Bill DHS for a pro-rata share of the premium based on the number of base hours worked during Activation.	The City Fire Department incurs a premium of 3 percent for dental coverage based on the number of base hours worked in a week (53 hours). The City should bill DHS an additional 3 percent of the firefighter's converted compensation for the first 40 hours Activation.
(2) Incurs a fringe benefit cost based on the number of hours a System Member actually worked (base hours and overtime),	Bill DHS for a pro-rata share of the premium based on the number of hours each System Member worked during Activation.	The City Fire Department pays a premium of 12 percent for retirement based on the number of hours worked by a firefighter. The City should bill DHS an additional 12 percent of the firefighter's total compensation during Activation.
(3) Incurs a fringe benefit cost on a yearly basis based on the number of people employed full-time during the year,	Bill DHS for a pro-rata share of those fringe benefit costs based on the number of non-overtime hours worked during Activation by System Members employed full time.	The City Fire Department pays workers compensation premiums into the City risk fund for the following year, based on the number of full-time firefighters employed during the current year. The City should bill DHS for workers compensation premium costs by multiplying the hourly fringe benefit rate or amount by the number of non-overtime hours worked during Activation by full time firefighters who are System Members.

(b) *Differential pay.* DHS will reimburse the Sponsoring Agency for direct costs incurred because of any separate differential compensation paid for work performed during an

Activation including, but not limited to, differentials paid for holidays, night work, hazardous duty, or other paid fringe benefits, provided such differentials are not otherwise

reimbursed under paragraph (a) of this section. A detailed explanation of the differential payment for which the Sponsoring Agency seeks reimbursement must accompany any

request for reimbursement under this section together with identification of every fringe benefit sought under § 208.40(a) of this part and the method used to calculate each such payment and the reimbursement sought from DHS.

(c) DHS will not reimburse the Sponsoring Agency for fringe benefit costs for Affiliated Personnel.

§ 208.41 Administrative allowance.

(a) The administrative allowance is intended to defray costs of the following activities, to the extent provided in paragraph (b) of this section:

- (1) Collecting expenditure information from Sponsoring Agencies and Participating Agencies;
- (2) Compiling and summarizing cost records and reimbursement claims;
- (3) Duplicating cost records and reimbursement claims; and
- (4) Submitting reimbursement claims, including mailing, transmittal, and related costs.

(b) The administrative allowance will be equal to the following:

- (1) If total allowable costs are less than \$100,000, 3 percent of total allowable costs included in the reimbursement claim;
- (2) If total allowable costs are \$100,000 or more but less than \$1,000,000, \$3,000 plus 2 percent of costs included in the reimbursement claim greater than \$100,000;
- (3) If total allowable costs are \$1,000,000 or more, \$21,000 plus 1 percent of costs included in the reimbursement claim greater than \$1,000,000.

§ 208.42 Reimbursement for other administrative costs.

Costs incurred for conducting after-action meetings and preparing after-action reports must be billed as direct costs in accordance with DHS administrative policy.

§ 208.43 Rehabilitation.

DHS will reimburse costs incurred to return System equipment and personnel to a state of readiness following Activation as provided in this section.

(a) *Costs for Equipment Cache List items*—(1) *Non-consumable items*. DHS will reimburse costs incurred to repair or replace any non-consumable item on the Equipment Cache List that was lost, damaged, destroyed, or donated at DHS direction to another entity, during Activation. For each such item, the Sponsoring Agency must document, in writing, the circumstances of the loss, damage, destruction, or donation.

(2) *Consumable items*. DHS will reimburse costs incurred to replace any

consumable item on the Equipment Cache List that was consumed during Activation.

(3) *Personnel costs associated with equipment cache rehabilitation*. DHS will reimburse costs incurred for the compensation, including benefits, payable for actual time worked by each person engaged in rehabilitating the equipment cache following Activation, in accordance with the standard pay policy of the Sponsoring Agency or Participating Agency and without regard to the provisions of § 208.39(e)(1) of this part, up to the number of hours specified in the Demobilization Order. Fringe benefits are reimbursed under the provisions of § 208.40 of this part.

(b) *Costs for personnel rehabilitation*. DHS will reimburse costs incurred for the compensation, including benefits and Backfill, of each Activated System Member regularly scheduled to work during the rehabilitation period specified in the Demobilization Order, in accordance with the standard pay policy of the Sponsoring Agency or Participating Agency and without regard to the provisions of § 208.39(e)(1) of this part.

(c) *Other allowable costs*—(1) *Local transportation*. DHS will reimburse costs incurred for transporting Task Force Members from the point of assembly to the point of departure and from the point of return to the location where they are released from duty. DHS will also reimburse transportation costs incurred for assembling and moving the equipment cache from its usual place(s) of storage to the point of departure, and from the point of return to its usual place(s) of storage. Such reimbursement will include costs to return the means of transportation to its point of origin.

(2) *Ground transportation*. When DHS orders a Sponsoring Agency to move its Task Force Members and equipment cache by ground transportation, DHS will reimburse costs incurred for such transportation, including but not limited to charges for contract carriers, rented vehicles, contract vehicle operators, fleet vehicles, fuel and associated transportation expenses. The Director has authority to issue schedules of maximum hourly or per mile reimbursement rates for fleet and contract vehicles.

(3) *Food and beverages*. DHS will reimburse expenditures for food and beverages for Activated Task Force Members and Support Specialists when the Federal government does not provide meals during Activation. Reimbursement of food and beverage costs for Activated Support Specialists will be limited to periods of time during which they were actively supporting the

Activation or traveling to or from locations at which they were actively supporting the Activation. Food and beverage reimbursement will be limited to the amount of the then-current Federal meals and incidental expenses daily allowance published in the **Federal Register** for the locality where such food and beverages were provided, multiplied by the number of personnel who received the same.

§ 208.44 Reimbursement for other costs.

(a) Except as allowed under paragraph (b) of this section, DHS will not reimburse other costs incurred preceding, during or upon the conclusion of an Activation unless, before making the expenditure, the Sponsoring Agency has requested, in writing, permission for a specific expenditure and has received written permission from the Program Manager or his or her designee to make such expenditure.

(b) At the discretion of the Program Manager or his or her designee, a request for approval of costs presented after the costs were incurred must be in writing and establish that:

- (1) The expenditure was essential to the Activation and was reasonable;
- (2) Advance written approval by the Program Manager was not feasible; and
- (3) Advance verbal approval by the Program Manager had been requested and was given.

§ 208.45 Advance of funds.

At the time of Activation of a Task Force, the Task Force will develop the documentation necessary to request an advance of funds be paid to such Task Force's Sponsoring Agency. Upon approval, DHS will submit the documentation to the Assistance Officer and will request an advance of funds up to 75 percent of the estimated personnel costs for the Activation. The estimated personnel costs will include the salaries, benefits, and Backfill costs for Task Force Members and an estimate of the salaries, benefits and Backfill costs required for equipment cache rehabilitation. The advance of funds will not include any costs for equipment purchase.

§ 208.46 Title to equipment.

Title to equipment purchased by a Sponsoring Agency with funds provided under a DHS Response Cooperative Agreement vests in the Sponsoring Agency, provided that DHS reserves the right to transfer title to the Federal Government or a third party that DHS may name, under 44 CFR 13.32(g), when a Sponsoring Agency indicates or demonstrates that it cannot fulfill its

obligations under the Memorandum of Agreement.

§§ 208.47–208.50 [Reserved]

Subpart D—Reimbursement Claims and Appeals

§ 208.51 General.

(a) *Purpose.* This subpart identifies the procedures that Sponsoring Agencies must use to request reimbursement from DHS for costs incurred under Response Cooperative Agreements.

(b) *Policy.* It is DHS policy to reimburse Sponsoring Agencies as expeditiously as possible consistent with Federal laws and regulations.

§ 208.52 Reimbursement procedures.

(a) *General.* A Sponsoring Agency must present a claim for reimbursement to DHS in such manner as the Director specifies.

(b) *Time for submission.* (1) Claims for reimbursement must be submitted within 90 days after the end of the Personnel Rehabilitation Period specified in the Demobilization Order.

(2) The Director may extend and specify the time limitation in paragraph (b)(1) of this section when the Sponsoring Agency justifies and requests the extension in writing.

§§ 208.53–208.59 [Reserved]

§ 208.60 Determination of claims.

When DHS receives a reviewable claim for reimbursement, DHS will review the claim to determine whether and to what extent reimbursement is allowable. Except as provided in § 208.63 of this part, DHS will complete its review and give written notice to the Sponsoring Agency of its determination within 90 days after the date DHS receives the claim. If DHS determines that any item of cost is not eligible for reimbursement, its notice of determination will specify the grounds on which DHS disallowed reimbursement.

§ 208.61 Payment of claims.

DHS will reimburse all allowable costs for which a Sponsoring Agency requests reimbursement within 30 days after DHS determines that reimbursement is allowable, in whole or in part, at any stage of the reimbursement and appeal processes identified in this subpart.

§ 208.62 Appeals.

(a) *Initial appeal.* The Sponsoring Agency may appeal to the Program

Manager any determination made under § 208.60 of this part to disallow reimbursement of an item of cost:

(1) The appeal must be in writing and submitted within 60 days after receipt of DHS's written notice of disallowance under § 208.60 of this part.

(2) The appeal must contain legal and factual justification for the Sponsoring Agency's contention that the cost is allowable.

(3) Within 90 days after DHS receives an appeal, the Program Manager will review the information submitted, make such additional investigations as necessary, make a determination on the appeal, and submit written notice of the determination of the appeal to the Sponsoring Agency.

(b) *Final appeal.* (1) If the Program Manager denies the initial appeal, in whole or in part, the Sponsoring Agency may submit a final appeal to the Deputy Director. The appeal must be made in writing and must be submitted not later than 60 days after receipt of written notice of DHS's determination of the initial appeal.

(2) Within 90 days following the receipt of a final appeal, the Deputy Director will render a determination and notify the Sponsoring Agency, in writing, of the final disposition of the appeal.

(c) *Failure to file timely appeal.* If the Sponsoring Agency does not file an appeal within the time periods specified in this section, DHS will deem that the Sponsoring Agency has waived its right to appeal any decision that could have been the subject of an appeal.

§ 208.63 Request by DHS for supplemental information.

(a) At any stage of the reimbursement and appeal processes identified in this subpart, DHS may request the Sponsoring Agency to provide supplemental information that DHS considers necessary to determine either a claim for reimbursement or an appeal. The Sponsoring Agency must exercise its best efforts to provide the supplemental information and must submit to DHS a written response that includes such supplemental information as the Sponsoring Agency is able to provide within 30 days after receiving DHS's request.

(b) If DHS makes a request for supplemental information at any stage of the reimbursement and appeal processes, the applicable time within which its determination of the claim or appeal is to be made will be extended by 30 days. However, without the

consent of the Sponsoring Agency, no more than one such time extension will be allowed for any stage of the reimbursement and appeal processes.

§ 208.64 Administrative and audit requirements.

(a) *Non-Federal audit.* For Sponsoring Agencies and States, requirements for non-Federal audit are contained in 44 CFR 13.26, in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

(b) *Federal audit.* DHS or the General Accounting Office may elect to conduct a Federal audit of any payment made to a Sponsoring Agency or State.

§ 208.65 Mode of transmission.

When sending all submissions, determinations, and requests for supplemental information under this subpart, all parties must use a means of delivery that permits both the sender and addressee to verify the dates of delivery.

§ 208.66 Reopening of claims for retrospective or retroactive adjustment of costs.

(a) Upon written request by the Sponsoring Agency DHS will reopen the time period for submission of a request for reimbursement after the Sponsoring Agency has submitted its request for reimbursement, if:

(1) The salary or wage rate applicable to the period of an Activation is retroactively changed due to the execution of a collective bargaining agreement, or due to the adoption of a generally applicable State or local law, ordinance or wage order or a cost-of-living adjustment;

(2) The Sponsoring Agency or any Participating Agency incurs an additional cost because of a legally-binding determination; or

(3) The Deputy Director determines that other extenuating circumstances existed that prevented the Sponsoring Agency from including the adjustment of costs in its original submission.

(c) The Sponsoring Agency must notify DHS as early as practicable that it anticipates such a request.

§§ 208.67–208.70 [Reserved]

Dated: February 3, 2005.

Michael D. Brown,

Under Secretary, Emergency Preparedness and Response, Department of Homeland Security.

[FR Doc. 05-3192 Filed 2-23-05; 8:45 am]

BILLING CODE 9110-69-P

Participating Agency's Point of Notification
Appendix C

Participating Agency [_____]

Participating Agency Director:

Name: [_____]

Phone Number: [_____]

Email: [_____]

Participating Agency Liaison for Florida Task Force 2:

Name: [_____]

Phone Number: [_____]

Email: [_____]



AGENDA ITEM SUMMARY FORM

File ID: #9542

Date: 08/23/2021

Requesting Department: Department of Fire-Rescue

Commission Meeting Date: 09/23/2021

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Authorization of City Manager - Memorandum of Agreement

Purpose of Item:

Resolution with attachment(s), authorizing the City Manager to execute, in substantially the attached form, a Memorandum of Agreement between the City of Miami, through its Department of Fire-Rescue as the sponsoring agency of Florida Task Force 2, under the US Department of Homeland Security's National Urban Search & Rescue Response System, acting through FEMA, the State of Florida, and each of the Current and Anticipated Participating Agencies listed in "Exhibit A".

Background of Item:

The United States Department of Homeland Security's National Urban Search & Rescue ("USAR") Response System has since 1989 annually funded the South Florida USAR Task Force, Florida Task Force 2 ("FL-TF2"), which is coordinated by the City of Miami ("City") Department of Fire-Rescue ("Department") as the sponsoring agency ("Sponsoring Agency") through the Federal Emergency Management Agency, State of Florida (collectively, "FEMA"), for the operation of its USAR program.

FEMA and FL-TF2 operate under a longstanding memorandum of agreement, most recently updated in September 2008 (the "Sponsoring Agency MOA"), pursuant to City Commission Resolution No. 08-0504 and adopted September 11, 2008.

Pursuant to Resolution No. 01-484, adopted May 24, 2001, and Resolution No. 05-0212, adopted April 14, 2005, the City Manager entered into several MOAs with participating agencies ("Participating Agency MOA(s)") setting forth those agencies' responsibilities in connection with the development and support of USAR FL-TF2, with all costs to be reimbursed by state and/or federal funding sources.

Pursuant to Resolution No. 11-0297, adopted July 14, 2011, the City Manager entered into revised Participating Agency MOAs in accordance with the updated Sponsoring Agency MOA and FEMA's updated guidelines for USAR.

The Department desires to revise the Participating Agency MOAs and update the list of participating agencies to take into account not only long-standing participating agencies but also anticipated new participating agencies as indicated in "Exhibit A", attached and incorporated (collectively, the "Participating Agencies").

The updated list of Participating Agencies and subsequent MOA's are necessary to continue the operation of the ongoing USAR FL-TF2 Program without interruption.

Budget Impact Analysis

Item has NO budget impact
Item is NOT Related to Revenue
Item is NOT funded by Bonds

Total Fiscal Impact:

N/A

Reviewed By

Department of Fire-Rescue	Ty McGann	Fire Department Review	Completed	08/23/2021 1:14 PM
Department of Fire-Rescue	Johnny Duran	Fire Budget Review	Completed	08/23/2021 1:34 PM
Department of Fire-Rescue	Eloy Garcia	Fire Chief Review	Completed	08/24/2021 7:09 AM
Office of Management and Budget	Pedro Lacret	Budget Analyst Review	Completed	08/27/2021 1:41 PM
Office of Management and Budget	Leon P Michel	Budget Review	Completed	08/27/2021 4:18 PM
Legislative Division	Valentin J Alvarez	Legislative Division Review	Completed	08/30/2021 4:49 PM
City Manager's Office	Arthur Noriega V	City Manager Review	Completed	09/01/2021 1:15 PM
Office of the City Attorney	Thomas M. Fossler	ACA Review	Completed	09/07/2021 11:13 AM
Office of the City Attorney	Barnaby L. Min	Deputy City Attorney Review	Completed	09/07/2021 11:23 AM
Office of the City Attorney	Victoria Méndez	Approved Form and Correctness	Completed	09/08/2021 11:26 AM
City Commission	Maricarmen Lopez	Meeting	Completed	09/23/2021 9:00 AM



City of Miami
Legislation
Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: R-21-0382

File Number: 9542

Final Action Date: 9/23/2021

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENTS, AUTHORIZING THE CITY MANAGER TO EXECUTE, IN SUBSTANTIALLY THE FORM AS EXHIBIT "B," MEMORANDA OF AGREEMENTS ("MOAS") BETWEEN THE CITY OF MIAMI ("CITY"), THROUGH THE DEPARTMENT OF FIRE-RESCUE ("DEPARTMENT") AS THE SPONSORING AGENCY OF FLORIDA TASK FORCE 2 UNDER THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY'S NATIONAL URBAN SEARCH & RESCUE RESPONSE SYSTEM, ACTING THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE STATE OF FLORIDA, AND EACH OF THE CURRENT AND ANTICIPATED PARTICIPATING AGENCIES IN EXHIBIT "A," ATTACHED AND INCORPORATED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY FUTURE AMENDMENTS, EXTENSIONS, AND/OR SUPPLEMENTS TO THE MOAS, SUBJECT TO CONSULTATION WITH THE DEPARTMENT, APPROVAL OF LEGAL FORM AND CORRECTNESS BY THE CITY ATTORNEY, AND BUDGETARY APPROVAL AT THE TIME OF NEED.

WHEREAS, the United States Department of Homeland Security's National Urban Search & Rescue ("USAR") Response System has since 1989 annually funded the South Florida USAR Task Force, Florida Task Force 2 ("FL-TF2"), which is coordinated by the City of Miami's ("City") Department of Fire-Rescue ("Department") as the sponsoring agency ("Sponsoring Agency") through the Federal Emergency Management Agency, State of Florida ("FEMA") for the operation of its USAR program; and

WHEREAS, FEMA and FL-TF2 operate under a longstanding memorandum of agreement most recently updated pursuant to Resolution No. R-08-0504 adopted September 11, 2008 ("Sponsoring Agency MOA"); and

WHEREAS, pursuant to Resolution No. R-01-484 adopted May 24, 2001 and Resolution No. R-05-0212 adopted April 14, 2005, the City Manager entered into several Memoranda of Agreements with participating agencies ("Participating Agency MOAs") setting forth those respective agency's responsibilities in connection with the development and support of USAR FL-TF2 with all costs to be reimbursed by state and/or federal funding sources; and

WHEREAS, pursuant to Resolution No. R-11-0297 adopted July 14, 2011, the City Manager entered into revised Participating Agency MOAs in accordance with the updated Sponsoring Agency MOA and FEMA's updated guidelines for USAR; and

WHEREAS, the Department desires to revise the Participating Agency MOAs as detailed in substantially the attached form as Exhibit "B" and to update the list of participating agencies to include both long-standing participating agencies and anticipated new participating agencies as indicated in Exhibit "A," attached and incorporated (collectively, "Participating Agencies"); and

WHEREAS, separate future legislation will be presented to the City Commission to authorize the updated list of strategic individuals, such as doctors and forensic engineers in a newly revised form of professional services agreement with those individuals; and

WHEREAS, the updated list of Participating Agencies and subsequent Memoranda of Agreements are necessary to continue the operation of the ongoing USAR FL-TF2 Program without interruption;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The City Manager is hereby authorized¹ to execute, in substantially the attached form as Exhibit "B," Memoranda of Agreements between the City, through the Department as the Sponsoring Agency of FL-TF2 under the USAR Response System, acting through FEMA, and Participating Agencies as detailed in Exhibit "A," attached and incorporated.

Section. 3. The City Manager is authorized to negotiate and to execute any future amendments, extensions, and/or supplements to the Memoranda of Agreements, subject to consultation with the Department, approval of legal form and correctness by the City Attorney, and budgetary approval at the time of need.

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Méndez, City Attorney 9/8/2021

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Brett G. Moss
Edward London
Allison McCormick
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: January 17, 2023
 TO: Honorable Mayor and Councilmembers
 FROM: Steven C. Williamson, Village Manager
 RE: FY23 Budget Amendment

RECOMMENDATION

I recommend that the Village Council approve the proposed amendment of the FY23 budget.

BACKGROUND

On September 21, 2022, the Village Council passed and adopted Ordinance No. 2022-06 approving the Fiscal Year 2022-2023 Budget. Upon periodic review and analysis of current budgetary commitments, obligations, and based upon the projected needs and requirements of the Village, it is deemed necessary to adjust, amend, and implement the Fiscal Year 2022-2023 Budget.

The proposed budget amendment brings forward fifteen (15) FY22 Capital projects and their remaining unspent funding from FY22 CIP into FY23. These FY22 projects were approved and budgeted for in FY22 but were not completed prior to the end of the fiscal year. The projects continue to progress and FY22 rollover funding is needed for the Village to pay for services rendered and products received. The total amount of FY22 funding from these projects that would be rolled forward into FY23 in this amendment is \$4,683,157. A description of each amended CIP project account is provided in "Exhibit A".



EXHIBIT A

Fund	Description (FY22 CIP Projects)	2022		2023			Funding source details
		Budget	Spent	FY22 Rollover Amount	FY23 Budgeted Village Funds	Amended FY23 Budget	
CIP	General Repairs and Renovations	\$ 150,000	\$ 39,040	\$ 110,960	\$ -	\$ 110,960	Carry forward of unspent FY22 CIP funds
CIP	Replace Entry Block Sign	\$ 28,000	\$ -	\$ 28,000	\$ 50,000	\$ 78,000	Carry forward of unspent FY22 CIP funds
CIP	Design K8 South Central Stormwater Basin	\$ 908,130	\$ 118,957	\$ 789,174	\$ 125,000	\$ 914,174	Carry forward of unspent FY22 CIP funds
CIP	Update Village-Wide Wayfinding Signage	\$ 22,000	\$ -	\$ 22,000	\$ -	\$ 22,000	Carry forward of unspent FY22 CIP funds
CIP	Replace St. Agnes Turf & Lighting	\$ 301,000	\$ 46,220	\$ 254,780	\$ -	\$ 254,780	Carry forward of unspent FY22 CIP funds
CIP	Formulate & Promote Resilient Infrastructure Integration & Implementation Program	\$ 1,049,000	\$ 46,369	\$ 1,002,631	\$ -	\$ 1,002,631	Carry forward of unspent FY22 CIP funds
CIP	Convert Community Center Lighting to LED	\$ 260,000	\$ -	\$ 260,000	\$ -	\$ 260,000	Carry forward of unspent FY22 CIP funds
CIP	Replace Community Center Cardio Equipment	\$ 60,000	\$ 45,305	\$ 14,695	\$ 145,000	\$ 159,695	Carry forward of unspent FY22 CIP funds
CIP	Improve Crandon Blvd	\$ 700,000	\$ 181,945	\$ 518,055	\$ 657,342	\$ 1,175,397	Carry forward of unspent FY22 CIP funds
CIP	Conduct USACE Study	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	Carry forward of unspent FY22 CIP funds
CIP	Monitor Beach and Dunes	\$ 100,000	\$ 98,328	\$ 1,672		\$ 1,672	Carry forward of unspent FY22 CIP funds
CIP	Underground Utilities	\$ 522,000	\$ 184,220	\$ 337,780	\$ -	\$ 337,780	Carry forward of unspent FY22 CIP funds
CIP	Improve Beach Park	\$ 650,000	\$ 56,589	\$ 593,411	\$ 470,000	\$ 1,063,411	Carry forward of unspent FY22 CIP funds
CIP	Repair and Assess Community Center Roof	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 200,000	Carry forward of unspent FY22 CIP funds
CIP	Improve Village Landscape & Hardscape	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	Carry forward of unspent FY22 CIP funds

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2022-06 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2022-2023 BY REVISING THE 2022-2023 FISCAL YEAR BUDGET (BUDGET AMENDMENT NO. 3); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 200.065, Florida Statutes, on September 21, 2022, the Village Council of the Village of Key Biscayne (the “Village”) adopted Ordinance No. 2022-06 approving the Fiscal Year 2022-2023 Budget; and

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Village and upon the recommendations of the Village Manager, it is deemed necessary to adjust, amend and implement the Fiscal Year 2022-2023 Budget in accordance with Exhibit “A,” attached hereto; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS: ¹

Section 1. Recitals. That the above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Amending Ordinance No. 2022-06. That the Village Council hereby authorizes the amendment of Ordinance No. 2022-06, which Ordinance adopted a budget for the 2022-2023 fiscal year, by revising the 2022-2023 Budget (Budget Amendment No. 3) in

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double-strikethrough** and **double underline**.

accordance with Exhibit “A,” which exhibit is deemed incorporated by reference as though set forth in full herein.

Section 3. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement the purpose of this Ordinance.

Section 4. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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



VILLAGE OF KEY BISCAYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

DATE: January 17, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: External Agency Permitting Ordinance

Village Manager
Steven C. Williamson

RECOMMENDATION

I recommend that the Village Council approve the development of an ordinance to establish construction and permitting requirements for work within the Village's rights-of-way.

BACKGROUND

There are numerous organizations and governmental agencies that perform a variety of projects to maintain, improve, and construct public utilities within the Village of Key Biscayne. Some construction projects have negative impacts on the structural condition and aesthetics of Village's roads and streets, leaving the surface in disrepair, unleveled and at times unfinished.

In order to minimize the impacts of such projects, the Village desires to regulate and specify requirements for these types of repairs that occur within its geographical boundaries. Establishing standardized requirements will maximize efficiency, minimize costs to Village taxpayers, and reasonably balance the potential inconvenience and negative effects of projects that impact the Village's rights-of-way.

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

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 21 OF THE VILLAGE CODE OF ORDINANCES TO ESTABLISH CONSTRUCTION AND PERMITTING REQUIREMENTS FOR CONSTRUCTION WORK IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the “Village”) has a substantial and significant public interest in maintaining and protecting the Public Rights-of-Way; and

WHEREAS, the Public Rights-of-Way are essential for the travel of persons and the transport of goods throughout the Village; and

WHEREAS, there are a number of entities and government agencies that have commenced construction within the Public Rights-Of-Way; and

WHEREAS, in order to minimize the impacts of such construction work, the Village desires to regulate construction within the Public Rights-Of-Way in order to maximize efficiency, minimize costs to Village taxpayers, and reasonably balance the potential inconvenience to and negative effects upon the public; and

WHEREAS, the Village Council desires to adopt requirements for construction work in the Public Rights-of-Way; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:¹

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

Section 2. **Creating Article IV “Construction in Public Rights-of-Way” of the Village Code.** That the Code of Key Biscayne, Florida, is hereby amended by adding Article IV “Construction in Public Rights-Of-Way” to Chapter 21 “Public Rights-of-Way,” which Article reads as follows:

CHAPTER 21 – PUBLIC RIGHTS-OF-WAY

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

ARTICLE IV. – CONSTRUCTION IN PUBLIC RIGHTS-OF-WAY

Sec.21-37. – Permit required for construction work in Public Rights-of-Way within the Village.

- (a) Permit required. Except as otherwise provided herein, it shall be unlawful for any person, corporation, partnership, association, governmental agency, or other legal entity to do any construction work related to any Public Rights-of-Way, unless a permit has been obtained from the Village and the required permit fees have been paid. Any such work by a Communications Services Provider shall be governed by Article III, Sec. 21-23.
- (b) Permit Fee. The Village Council shall establish a fee for construction works in Public Rights-of-Way within the Village. For County Public Works Department projects, the Village and the County shall enter into an Interlocal agreement to establish a permit fee.
- (c) Application. A permit application shall be made at least 96 hours in advance of any planned construction work within any Public Rights-of-Way. As part of any permit application for construction work in Public Rights-of-Way within the Village, the permittee shall provide a proposal for construction that sets forth at least the following:
 - (1) An engineering plan signed and sealed by a Florida Registered Professional Engineer, or prepared by a Person who is exempt from such Registration requirements as provided in F.S. § 471.003, identifying the location of construction work to be installed, where it is to be located, and the approximate size of Facilities and equipment that will be located in Public Rights-of-Way;
 - (2) A description of the scope of work (i.e., anticipated construction methods and/or techniques);
 - (3) A traffic maintenance plan for any disruption of the Public Rights-of-Way;
 - (4) A point of contact from permittee and point of contract from work crew;
 - (5) The timetable for construction of the project or each phase thereof, and the areas of the Village which will be affected; and
 - (6) Such additional information requested by the Village that the Village finds reasonably necessary to review the permit application.
- (d) Restoration of Rights-of-Way after completion of work. The permittee shall notify the Village upon completion of the work and return the Public Rights-of-Way to original or better condition.
- (e) Permitting for County Public Works Department Projects. County Public Works Department projects shall be reviewed, approved, and any applicable fees be accessed in accordance with County Code Sec. 2-103.1, as amended.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining

sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

DATE: December 13, 2022
 TO: Honorable Mayor and Councilmembers
 FROM: Steven C. Williamson, Village Manager
 RE: Florida Department of Environmental Protection's Clean Water State Revolving Loan Fund

Village Manager
Steven C. Williamson

RECOMMENDATION

I recommend Council approve the Ordinance authorizing the Village to enter into a loan agreement with the Florida Department of Environmental Protection's (FDEP) Clean Water State Revolving Loan Fund (CWSRF) for an amount not to exceed \$870,000 to complete the "Resilient Infrastructure Program Strategy and Integrated Implementation Plan".

CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF) PROGRAM

The CWSRF program provides low-interest loans for planning, designing and constructing water pollution control facilities under Chapter 62-503, F.A.C. The department receives requests for funding throughout the year for wastewater, stormwater, and other types of projects. The information gathered in the request is used to establish project priorities for listing projects in order of priority for funding at the beginning of each fiscal year and each quarter, thereafter, as funds are available. The Village of Key Biscayne was included in the CWSRF's September 2022 priority project list for a planning loan in the amount of \$870,000.

The CWSRF financing rate is determined using the Bond Buyer 20-Bond GO Index average market rate for the full weeks occurring during the three months in the preceding fiscal quarter and applying that average rate to a formula which also uses the affordability index and population served or to be served as variables in the calculation. Interest rates change quarter to quarter.

The loan interest rate is below market rate and at the completion of this project, the FDEP CWSRF will continue to work with the Village to identify implementation projects from the completed plan that can be funded with CWSRF construction loan at an even lower interest rate. The loan repayment term for a planning loan is 10 years and as of October 15th, 2022, the Village's interest rate for a planning loan with the CWSRF was established at 2.15%. The interest rate for the loan will be calculated upon the execution of the loan agreement.



VILLAGE OF KEY BISCAINE

RESILIENT INFRASTRUCTURE PROGRAM STRATEGY AND INTEGRATED IMPLEMENTATION PLAN

This plan will guide stormwater infrastructure upgrades across the entire Village. Through deliberate action, substantial investment, and partner engagement, the intent of this plan is to upgrade the Village's stormwater infrastructure in a coordinated manner to protect residents from the projected storm surge, sea-level rise, and related environment changes confronting the island in the coming decades.

This plan will consist of an updated stormwater master plan that is the foundation of a multi-year comprehensive infrastructure improvement plan. This high value investment program for upgrading stormwater infrastructure will mitigate predicted environmental changes over a 30-year horizon.

Through this plan, the Village will follow its "dig-once" objective and combine all rights of way and relevant infrastructure upgrades into each stormwater project area. Other infrastructure improvements to be coordinated alongside the stormwater system upgrades include utility undergrounding and hardening, and roadway regrading and raising. The plan will outline the location and type of stormwater and other rights of way infrastructure upgrades, prioritize and sequence activities in geographically defined project areas, provide direction, project costs, project timelines, funding sources, best procurement method, supporting resources, permitting requirements and then chart its execution in detail.

Using a CWSRF planning loan increases the likelihood for receiving additional state revolving funding for construction projects. Upon completion of the plan, FDEP will work with the Village to identify which projects are potential candidates for future CWSRF funding

ORDINANCE NO. _____

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

WHEREAS, Florida Statutes provide for state loans to local governmental agencies to finance the planning of stormwater treatment facilities; and

WHEREAS, Florida Administrative Code Rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative, to provide assurances of compliance with loan program requirements, and to enter into a loan agreement; and

WHEREAS, the Clean Water State Revolving Fund loan priority list designates Project No. SW13160 (the "Project") of the Village of Key Biscayne (the "Village") as eligible for available funding; and

WHEREAS, the Village intends to enter into a loan agreement (the "Loan Agreement") with the Department of Environmental Protection ("DEP") under the Clean Water State Revolving Fund for Project financing, initially in an amount not to exceed \$870,000.

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

Section 1. Recitals. That above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

Section 2. Authorization to Apply. That the Village is authorized to apply for a loan from the Clean Water State Revolving Fund to finance the Project.

Section 3. **Pledged Revenues.** That the revenues pledged for the repayment of the loan described in the Loan Agreement shall consist of Stormwater Utility Fees as defined by Section 403.0893(3), Florida Statutes, and established, assessed and collected by the Village pursuant to Ordinance No. 93-11 adopted by the Council on June 22, 1993, as amended by Ordinance No. 93-11-A (as codified in Chapter 29 of the Village's Code of Ordinances), after payment of debt service on the Village's Stormwater Utility Refunding and Improvement Revenue Bonds, Series 2013 (as amended and reissued in 2016).

Section 4. **Village Manager Authorization.** That the Village Manager is hereby designated as the authorized representative of the Village to execute the Loan Application and to provide the assurances and commitments required by such Loan Application, to represent and act for the Village in carrying out the Village's responsibilities under the Loan Agreement, and to delegate responsibility to appropriate Village staff to carry out technical, financial, and administrative activities associated with the Loan Application and the Loan Agreement.

Section 5. **Authorization to Execute Loan Agreement.** That the Village Manager is hereby designated as the authorized representative of the Village to execute the Loan Agreement in substantial conformity with the standard form of Loan Agreement required by DEP for its Clean Water State Revolving Fund Loans and after approval by the Village Attorney, which Loan Agreement will become a binding obligation in accordance with its terms when signed by both parties.

Section 6. **Legal Authority.** That the legal authority for borrowing monies to plan this project is provided to the Village by Section 166.021, Florida Statutes, and Section 166.111, Florida Statutes.

Section 7. **Conflicts.** That all resolutions or parts of resolutions and all ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed to the

extent of any conflicting provisions.

Section 8. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 9. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading the ____ day of _____, 2022.

PASSED AND ADOPTED on second reading the ____ day of _____, 2022.

MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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



VILLAGE OF KEY BISCAIYNE

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: December 13, 2022
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: FY23 Budget Amendment II

RECOMMENDATION

I recommend that the Village Council approve the proposed ordinance for the amendment of the FY23 budget.

BACKGROUND

On September 21, 2022, the Village Council passed and adopted Ordinance No. 2022-06 approving the Fiscal Year 2022-2023 Budget. Upon periodic review and analysis of current budgetary commitments, obligations, and based upon the projected needs and requirements of the Village, it is deemed necessary to adjust, amend, and implement the Fiscal Year 2022-2023 Budget.

The proposed budget amendment brings forward two (2) FY22 projects and their remaining unspent funding from FY22 CIP into FY23 and increases two project's funding as costs exceed what was budgeted. In addition to the rollover of two FY22 projects, the amendment adds one new capital improvement project for FY23 - "Perform Immediate Flood Control and Mitigation".

The two FY22 projects were approved and budgeted for in FY22. They were started but not completed prior to the end of the fiscal year. The projects continue to progress and FY22 rollover funding is needed for the Village to pay for services rendered and products received. The "Perform Immediate Flood Control and Mitigation" project would be capitalized by Stormwater Enterprise Funds. An itemization of each amended CIP project account is provided in "Exhibit A" (see below).



VILLAGE OF KEY BISCAIYNE

“EXHIBIT A”

Fund	Description	2022		2023			Funding source details	
		Budget	Actual	FY22 Surplus/Deficit	Additional Funding	FY23 Budgeted Funds		Amended FY23 Budget
CIP	Extend Vessel Exclusion Zone	\$ 48,500	\$ 39,252	\$ 9,249	\$ 4,600		\$ 13,849	Carry forward of unspent FY22 CIP funds
CIP	Procure Village Fleet Vehicles	\$ 575,000	\$ 347,714	\$ 227,286		\$ 300,000	\$ 527,286	Carry forward of unspent FY22 CIP funds
CIP	Perform Immediate Flood Control & Mitigation	\$ -	\$ -	\$ -	\$ 250,000		\$ 250,000	Stormwater Enterprise Fund to FY23 CIP

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2022-06 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2022-2023 BY REVISING THE 2022-2023 FISCAL YEAR BUDGET (BUDGET AMENDMENT NO. 2); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 200.065, Florida Statutes, on September 21, 2022, the Village Council of the Village of Key Biscayne (the “Village”) adopted Ordinance No. 2022-06 approving the Fiscal Year 2022-2023 Budget; and

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Village and upon the recommendations of the Village Manager, it is deemed necessary to adjust, amend and implement the Fiscal Year 2022-2023 Budget in accordance with Exhibit “A,” attached hereto; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:¹

Section 1. **Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. **Amending Ordinance No. 2022-06.** That the Village Council hereby authorizes the amendment of Ordinance No. 2022-06, which Ordinance adopted a budget for the 2022-2023 fiscal year, by revising the 2022-2023 Budget (Budget Amendment No. 2) in

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

accordance with Exhibit "A," which exhibit is deemed incorporated by reference as though set forth in full herein.

Section 3. **Implementation.** That the Village Manager is hereby authorized to take any and all action necessary to implement the purpose of this Ordinance.

Section 4. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2023

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council

Joe I. Rasco, Mayor

Franklin H. Caplan, Vice Mayor

Edward London

Allison McCormick

Brett G. Moss

Oscar Sardiñas

Fernando A. Vazquez

DATE: December 13, 2022
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Electric Bicycle Ordinance

Village Manager

Steven C. Williamson

RECOMMENDATION

I recommend Village Council approve the ordinance regulating the usage of electronic bicycles within the Village of Key Biscayne (includes the entire geographical boundary of the Village).

BACKGROUND

The Village Manager and Key Biscayne Police Department have been working with the Village Attorney and State lobbyists to develop an electric bike ordinance to effectively addresses the community's safety concerns as they relate to the use and operation of electric bicycles within the Village.

With safety as the Administration's top priority, the convenience of micro-mobility devices and the positive impact they have on reducing vehicular traffic is recognized. However, it remains imperative that regulations be put in place to ensure the safety and security of all members of the Key Biscayne Community.

As a result, below are some of the proposed revisions to Article I, Chapter 26 of the Village Code of Ordinances:

- Propose legislative language to present a more comprehensive definition of electric bicycles class 1, 2 & 3,
- Proposed legislative language to better define where it is permissible/authorized to operate class 1 electric bicycles,
- Proposed legislative language to prohibit the use of class 2 electric bicycles on Village roadways and sidewalks,
- Propose legislative language banning the operation of all e-bicycles within Village parks

This legislative language will arm the agency with the option to carry out state statute violations as well as impose civil fines

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ARTICLE I, CHAPTER 26, "TRAFFIC AND VEHICLES," OF THE VILLAGE CODE OF ORDINANCES RELATING TO ELECTRIC BICYCLE USE WITHIN THE VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") desires to amend Article I, Chapter 26 of the Village Code of Ordinances relating to electric bicycle use; and

WHEREAS, electric bicycle traffic on the streets of the Village has increased dramatically in recent years; and

WHEREAS, the Village's streets are heavily traveled by various classes and kinds of traffic, inclusive of, but not limited to, electric bicycles; and

WHEREAS, electric bicycles frequently interfere with the normal flow of traffic; and

WHEREAS, the Village wishes to enact an ordinance governing the operation of electric bicycles on its streets; and

WHEREAS, the Village wishes to also restrict the use of streets by certain electric bicycles; and

WHEREAS, Sections 316.008(1)(g) and (h), Florida Statutes, empowers the Village to exercise its police powers to restrict the use of streets and regulate the operation of bicycles, including electric bicycles, in its jurisdiction; and

WHEREAS, Section 316.008(1)(n), Florida Statutes, also empowers the Village to prohibit and regulate the use of heavily traveled streets by any class and kind of traffic found to be incompatible with the normal safe movement of traffic; and

WHEREAS, Section 316.20655(1), Florida Statutes, permits a local government to adopt an ordinance governing the operation of electric bicycles on streets, highways, sidewalks and sidewalk areas under the local government's jurisdiction; and

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

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:¹

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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amendment to Article I, of Chapter 26 of the Village Code. That Sections 26-1 through 26-4 of Chapter 26, Article I, of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

ARTICLE I. ELECTRIC BICYCLES

Sec. 26-1. – Definitions.

“Electric Bicycles” shall be defined as in 316.003(23), Florida Statutes, as amended.

“Class 1 Electric Bicycle” is defined as an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

“Class 2 Electric Bicycle” is defined as an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

“Class 3 Electric Bicycle” is defined as an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

Sec. 26-2. - Authorized use.

Only Class 1 Electric Bicycles are permitted on Village streets.

Sec. 26-3. - Prohibited use.

- (a) Class 2 Electric Bicycles and Class 3 Electric Bicycles shall not be operated on Village streets.
- (b) The operation of Electric Bicycles within Village parks is prohibited.

Sec. 26-4. – Enforcement.

Following adoption of this Article, the Village shall engage in public education efforts to inform the public of the provisions of this Article. Beginning March 1, 2023, the Village shall enforce all provisions in this Article. Penalties for violations of the provisions of this Article shall be enforced through Chapter 2 of the Village Code. In addition, the Village Police Department may enforce the provisions of this Article. Violations of the provisions of this Article shall be on a per occurrence basis and subject to the following penalties:

- (1) First Violation: \$75.00.

(2) Second and Subsequent Violations: \$150.00.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____ 2022.

PASSED AND ADOPTED on second reading on the ____ day of _____ 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
 Joe I. Rasco, Mayor
 Franklin H. Caplan, Vice Mayor
 Edward London
 Allison McCormick
 Brett G. Moss
 Oscar Sardiñas
 Fernando A. Vazquez

DATE: January 17, 2023
 TO: Honorable Mayor and Councilmembers
 FROM: Steven C. Williamson, Village Manager
 RE: Crandon Boulevard Level of Service and Pedestrian & Bicycle Safety Improvements Program, Contract Award

Village Manager
 Steven C. Williamson

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute a contract with Southeastern Engineering Contractors, Inc. (the "Contractor"), the lowest responsive and responsible bidder for the Crandon Boulevard Improvement Project, in an amount not to exceed \$484,193. This amount includes the Contractor's bid amount of \$440,175.01 and a contingency amount of \$44,018. Miami-Dade County will provide funds up to \$459,000, subject to and contingent upon the Board of County Commissioners' and the Transportation Planning Organization's review and approval, and \$25,193 will be allocated from the FY23 adopted budget, Capital Improvements, Crandon Boulevard line item.

BACKGROUND

As part of the Crandon Boulevard Level of Service and Pedestrian & Bicycle Safety Improvements Program. The Village wishes to construct a road improvement project described as follows: Cnstruction of a turn lane at Crandon Boulevard at Harbor Drive and an extension of the existing turn lane at Crandon Boulevard at Key Colony, which shall include the following work that is incidental to the roadway construction: signal head relocation, signage and pavement marking, drainage structure adjustments, and one light pole relocation.

The Village issued an Invitation to Bid (ITB) on August 30, 2022. The ITB was posted to the Village's website and Notice Board, DemandStar and Miami Herald.

To qualify for award, prospective Proposers were required to:

Have at least five (5) years of continuous operation under the same name providing similar services prior to the issuance of the ITB;

- Have clean judicial record and references;
- Be a licensed engineering contractor in the State of Florida;
- Ability to comply with applicable County regulations, including but not limited to, the Small Business Enterprise (SBE) Goods Program, the SBE Service Program, the SBE Architecture and Engineering Program, the SBE Construction Services Program, the Community Workforce Program (CWP), the Resident First Training and Employment Program (RFTE), and the Responsible Wages and Benefits Ordinance, Section 2-11.16 of the County Code.
- Provide a payment and performance bond.



VILLAGE OF KEY BISCAYNE

On November 22, 2022, five (5) bids were received from the lowest to the highest Bidder of the following firms:

1. Southeastern Engineering Contractors Inc. - \$ 440,233.81 (Corrected amount \$ 440,175.01)
2. Florida Engineering & Development Corp. - \$ 462,740.33
3. Homestead Concrete & Drainage Inc. - \$ 484,931.95 (Corrected amount \$ 484,977.05)
4. UAG Construction LLC. - \$ 526,568.22 (Corrected amount \$ 526,699.19)
5. Metro Express Inc. - \$ 913,020.50

Upon review of the bid packages the following was determined:

- A. All Bidders appears to have the ability, capacity, and skill to perform the required work.
- B. Once the Notice to Proceed is issued; Bidders can mobilize within 15 – 30 days except for Homestead Concrete and Drainage Inc. who did not provide a timeline.
 - 15 Days – Southeastern Engineering Contractors Inc. and Metro Express Inc.
 - 30 Days – Florida Engineering & Development Corp. and UAG Construction LLC.
- C. All Bidders have experience working with municipalities and in the industry.
 - Southeastern Engineering Contractors Inc. – 38 Years
 - Florida Engineering & Development Corp. – 19 Years
 - Homestead Concrete & Drainage Inc. – 40 Years
 - UAG Construction LLC. – 10 Years
 - Metro Express Inc. – 25 Years
- D. All Bidders were responsive and responsible

The Village performed its due diligence review of the bids for responsiveness and found three bid totals were miscalculated. Our Procurement Office found no other material defects in the five bids nor in the Bidders' qualifications. Each Bidder has been in business for more than five years, they are appropriately licensed to do the work, and provided the requested certifications and references. The Village did not find any issues that would indicate that any of the responsive Bidders were incapable of performing the services.

As a result of the procurement process, Southeastern Engineering Contractors, Inc. is recommended for award of the construction.

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

RESOLUTION NO. 2023-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE CRANDON BOULEVARD AND HARBOR DRIVE INTERSECTION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$484,193; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 30, 2022, the Village of Key Biscayne (the “Village”) issued Invitation to Bid No. 2022-16 (the “ITB”) for construction of the Crandon Boulevard and Harbor Drive Intersection Improvements Project (the “Capital Project”); and

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

WHEREAS, after review and evaluation of the bids submitted in response to the ITB, the Village Manager recommended that Southeastern Engineering Contractors, Inc. (the “Contractor”) be selected for the construction of the Capital Project as the lowest responsive and responsible bidder; and

WHEREAS, the Village Council desires to select the Contractor for the construction of the Capital Project and authorize the Village Manager to negotiate and execute an agreement with the Contractor in an amount not to exceed \$484,193, in substantially the form attached hereto as Exhibit “B” (the “Construction Contract”); and

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

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

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

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

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute the Construction Contract with the Contractor for the Capital Project, in an amount not to exceed \$484,193, in substantially the form attached hereto as Exhibit “A,” subject to the Village Attorney’s approval as to form, content, and legal sufficiency. If an agreement cannot be reached with the Contractor, the Village Manager is authorized to negotiate and execute an agreement with the next highest ranked bidder(s) until an agreement in the best interest of the Village is reached.

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

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**VILLAGE OF KEY BISCAYNE
CRANDON BOULEVARD AND HARBOR DRIVE INTERSECTION IMPROVEMENTS**

BID SCHEDULE

NAME OF BIDDER: Southeastern Engineering Contractors, Inc

In response to the Village's request for bids and in compliance with the Project Requirements, the undersigned proposes to provide all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to furnish and install the **Crandon Boulevard and Harbor Drive Intersection Improvements** located at the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated Aug 30 2022 including Addenda numbered 1 through 1, inclusive, for an all-inclusive Base Bid for the **Crandon Boulevard and Harbor Drive Intersection Improvements** includes all incidental costs such as permitting, permit fees, samples, shipping, etc.

The Contractor understands and agrees that the prices submitted is a Lump Sum contract with qualified contractor(s) to provide the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment and permitting.

NO	ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	110-1-1	CLEARING AND GRUBBING	LS	1.00	15,400.00	15,400.00
2	120-1	REGULAR EXCAVATION	CY	280.00	36.80	10,304.00
3	160-4	TYPE B STABILIZATION	SY	588.00	27.10	15,934.80
4	285-704	OPTIONAL (BASE GROUP 04) (6" LIMEROCK)	SY	37.00	30.60	1,132.20
5	285-706	LIMEROCK BASE (8") (PRIMED)	SY	463.00	31.00	14,353.00
6	327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	3,115.00	3.90	12,148.50
7	334-1-53	HMA, TRAFFIC C, SP-12.5 (2")	TN	51.00	247.00	12,597.00
8	337-7-82	HMA, FRICTION COURSE, TRAFFIC C, FC-9.5 (1")	TN	197.00	273.00	53,781.00
9	--	3-1/8" THICK AUTOMOBILE RATED INTERLOCKING CONC. PAVERS (INTERSECTION)	SY	150.00	130.00	19,500.00
10	--	3-1/8" THICK AUTOMOBILE RATED INTERLOCKING CONC. PAVERS (CROSSWALK)	SY	150.00	117.00	17,550.00
11	350-3-5	PLAIN CEMENT CONCRETE PAVEMENT, 8"	SY	33.00	111.20	3,669.60
12	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	521.00	31.20	16,255.20
13	--	HEADER CURB, 12"	SY	31.00	819.00	25,389.00
14	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	206.00	76.10	15,676.60

15	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	29.00	87.90	2,549.10
16	527-2	DETECTABLE WARNINGS	SF	16.00	36.40	582.40
17	101-1	MOBILIZATION	LS	1.00	40,690.00	40,690.00
18	102-1	MAINTENANCE OF TRAFFIC	LS	1.00	12,259.00	12,259.00
19	102-60	WORK ZONE SIGN	ED	2,280.00	0.40	912.00
20	102-61	BUSINESS SIGN	EA	1.00	325.00	325.00
21	102-74-1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	2,250.00	0.30	675.00
22	102-74-8	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	FD	37,770.00	0.15	5,665.50
23	102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	208.00	19.50	4,056.00
24	706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	33.00	5.20	171.60
25	710-11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.08	4,160.00	332.80
26	710-11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM	0.06	2,730.00	163.80
27	710-111-41	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	GM	0.02	2,736.00	54.60
28	710-11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.09	4,160.00	374.40
29	425-2-41	MANHOLES, P-7, <10'	EA	3.00	4,882.00	19,646.00
30	425-2-71	MANHOLES, J-7, <10'	EA	1.00	11,314.00	11,314.00
31	425-1351	INLETS, CURB, TYPE P-5, <10'	EA	1.00	7,511.00	7,511.00
32	425-1361	INLETS, CURB, TYPE P-6, <10'	EA	1.00	8,519.00	8,519.00
33	430-174-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"SD	LF	285.00	115.00	32,775.00
34	700-1-11	SIGN SINGLE POST (LESS THAN 12)	AS	2.00	488.00	976.00
35	700-1-60	SIGN SINGLE, REMOVE	AS	2.00	65.00	130.00
36	706-1-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	69.00	5.20	358.80
37	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1.00	13,267.00	13,267.00
38	*	PAINT, STD, WHITE, SOLID, 6"	GM	0.35	3,432.00	1,201.20
39	*	PAINT, STD, WHITE, SOLID, 24"	LF	87.00	5.20	452.40
40	*	PAINT, STD, WHITE, SKIP, 6", (10-30), (3'-9') TOTAL	GM	0.13	858.00	111.54
41	*	PAINT, STD, WHITE, GUIDE LINE, 6" (2/4)	GM	0.04	858.00	34.32
42	*	PAINT, STD, WHITE, ARROWS	EA	8.00	52.00	416.00
43		PAINT, STD, YELLOW, SOLID, 6"	GM	0.17	3,432.00	583.44

Exhibit "A"

44	711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, STOP LINES, 24"	LF	87.00	4.70	408.90
45	711-11-141	THERMOPLASTIC, STD, WHITE, GUIDELINE, 6" (2/4)	GM	0.04	1,545.00	61.80
46	711-11-170	THERMOPLASTIC, STD, WHITE, ARROW	EA	8.00	104.00	832.00
47	711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, CROSSWALK, 24"	LF	21.00	24.70	518.70
48	711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE OR SYMBOL	EA	2.00	338.00	676.00
49	711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	2.00	195.00	390.00
50	711-16-101	THERMOPLASTIC, STD-OTHER SURFACE, WHITE, SOLID, 6"	GM	0.35	6,178.00	2,162.30
51	711-16-131	THERMOPLASTIC, STD-OTHER SURFACE, WHITE, SKIP, 6", (10-30), (3'-9') TOTAL	GM	0.13	1,545.00	200.85
52	711-16-201	THERMOPLASTIC, STD-OTHER SURFACE, YELLOW, SOLID, 6"	GM	0.17	6,178.00	1,050.26
53	632-7-2	SIGNAL CABLE-REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	180.00	13.00	2,340.00
54	650-1-18	TRAFFIC SIGNAL, F&I, 5 SECTION, 1 WAY, ALUMINUM	AS	1.00	1,950.00	1,950.00
55	660-4-12	VEHICLE DETECTION SYSTEM-VIDEO, F&I ABOVE GROUND EQUIPMENT	EA	1.00	4,550.00	4,550.00
56	670-5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1.00	1,560.00	1,560.00
57	700-3-201	SIGN PANEL, F&I OVERHEAD MOUNT, UP TO 12 SF	EA	1.00	1,274.00	1,274.00
58	700-5-50	INTERNALLY ILLUMINATED SIGN, RELOCATE	EA	2.00	2,535.00	5,070.00
59	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	288.00	36.40	10,483.20
60	635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	1.00	1,170.00	1,170.00
61	639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	288.00	13.00	3,744.00
62	639-2-6	ELECTRICAL SERVICE WIRE, REMOVE	LF	296.00	6.50	1,924.00
63	715-4-60	LIGHT POLE COMPLETE, RELOCATE	EA	1.00	5,070.00	5,070.00
				TOTAL		\$440,233.91

Exhibit "A"

EXHIBIT B

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made this _____ day of _____, 2023 (the “Effective Date”) by and between the **VILLAGE OF KEY BISCAIYNE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **SOUTHEASTERN ENGINEERING CONTRACTORS, INC**, a Florida Corporation (the “Contractor”).

WHEREAS, on August 30, 2022, the Village of Key Biscayne (the “Village”) issued Invitation to Bid No. 2022-16 (the “ITB”) for construction of the Crandon Boulevard and Harbor Drive Intersection Improvements Project (the “Project”), as further defined herein; and

WHEREAS, the Project consists of construction of a turn lane at Crandon Boulevard and Harbor Drive and an extension of the existing turn lane at Crandon Boulevard at Key Colony, which shall include the following work that is incidental to the roadway construction: signal head relocation, signage and pavement marking, drainage structure adjustments, and one light pole relocation; and

WHEREAS, in response to the Village’s solicitation for the Project, the Contractor submitted a bid, which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items (“Pricing”) attached hereto as **Exhibit “A”**; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, on January 17, 2023, the Village Council adopted Resolution No. 2023-XX, selecting the Contractor’s bid for the Project and authorizing the Village Manager to negotiate and execute a contract with the Contractor for construction of the Project; and

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

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

- 1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work” or the “Project”) including, without limitation as described in the approved plans, drawings and/or specifications to be prepared by BCC Engineering, LLC (the “Village’s Project Consultant”) dated June 3, 2022 (the “Plans”), the Contractor’s Bid attached hereto as **Exhibit “A”**, and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

CRANDON BOULEVARD AND HARBOR DRIVE INTERSECTION IMPROVEMENTS PROJECT

The Project consists of construction of a turn lane at Crandon Boulevard and Harbor Drive and an extension of the existing turn lane at Crandon Boulevard at Key Colony, including the following Work that is incidental to the roadway construction: signal head relocation, signage and pavement marking, drainage structure adjustments, and one light pole relocation.

2. CONTRACT TIME

- 2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.
- 2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within one hundred twenty (120) calendar days from the date specified in the Notice to Proceed ("Contract Time")**. Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within sixty (150) calendar days from the date specified in the Notice to Proceed ("Final Completion Time")**. The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.
- 2.3. Upon failure of Contractor to substantially complete the Work within the Contract Time, Contractor shall pay to Village the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Village the sum of Two Hundred Dollars (\$200.00) for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.
- 2.4. Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

3. CONTRACT PRICE

- 3.1.** Village shall pay to Contractor for the performance of the Work an amount not to exceed **\$440,175.01** in accordance with the line items and unit prices included in the Contractor's Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit "A." This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.
- 3.2.** Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Village or Village's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.
- 3.3.** Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the Village for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.
- 3.4.** The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village's rights hereunder or at law or in equity.
- 3.5.** Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price (including Retainage) as recommended by the Village's Project Consultant and Building Official. Final payment

is contingent upon receipt by Village from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

- 3.6. This Contract is subject to the conditions precedent that: (i) Village funds are available and budgeted for the Contract Price; (ii) the Village secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

4. CONTRACT DOCUMENTS

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

5. INDEMNIFICATION

- 5.1. Contractor shall defend, 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, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of

reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. 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 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 6.1.

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

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

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

- 6.1.1.4.** Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.
- 6.1.1.5.** Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.
- 6.1.2. Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The 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 Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.
- 6.1.2.1. Additional Insured.** The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the 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.
- 6.1.2.2. 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.
- 6.1.3.** The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Village, prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the “Bonds”). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor’s sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village.

7. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

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

7.1.1. Contractor represents the following:

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

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

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

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground

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

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

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

7.1.1.7. Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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

7.1.2. Contractor warrants the following:

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

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

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

8. DEFAULT AND TERMINATION

8.1. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2. This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event,

the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9. MISCELLANEOUS

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

9.2. Contractor's Responsibility for Damages and Accidents.

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

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

9.3. Defective Work. Warranty and Guarantee.

9.3.1. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

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

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

regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

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

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

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

9.5. Examination and Retention of Contractor's Records.

9.5.1. The Village or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

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

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

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

9.6. **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for

such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the Village.

9.7. Authorized Representative.

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

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

9.8. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.9. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and

Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

- 9.11. **Cleaning Up.** Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.
- 9.12. **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 9.13. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 9.14. **Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.
- 9.15. **Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.
- 9.16. **Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.
- 9.17. **Liens.** Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded

in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village 's reasonable attorneys' fees and costs incurred in connection therewith.

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

9.19. Waiver of Jury Trial. VILLAGE AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.20. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

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

9.22. Ownership and Access to Records and Audits.

9.22.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Contract ("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 Contract)

to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

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

9.22.3. 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.

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

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the 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 Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

9.22.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: JOCELYN B. KOCH, VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY

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

9.23.1. First Priority: Change Orders with later date taking precedence;

9.23.2. Second Priority: Sections 1 through 26 of this Base Agreement; and

9.23.3. Third Priority: Exhibit A.

10. SPECIAL CONDITIONS

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

10.2. Preliminary Steps.

10.2.1. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Village, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

10.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

10.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Village as applicable. This initial schedule shall establish the baseline schedule for the Project.

10.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each CO that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

10.3.3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Consultant or Village as applicable. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

10.3.4. In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the following two (2) week period. The look-ahead schedule must be provided to the Project Consultant and Village at a regular frequency prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

10.4. **Schedule of Values.** The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor's submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

10.5. **Construction Photographs.** Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Village. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

10.6. **Staging Site.**

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

10.6.2. The Village at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Village, the Village assumes no responsibility or liability for the equipment or materials stored on the site, and the

Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.6.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Village as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

10.6.4. Parking. No parking is permitted at a Village provided staging site without the prior written approval of the Village.

10.7. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Village as applicable.

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

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

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

10.11. Unsatisfactory Personnel.

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

10.11.2. The Village may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or

Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Village within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Village will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.12. Contract Modification.

10.12.1. Change Orders.

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

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

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

10.12.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Village reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Village directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must

demonstrate its costs with sufficient evidence to be entitled to compensation from the Village.

10.12.2. Extension of Contract Time.

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

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

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

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

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

10.12.3. Continuing the Work

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

10.13. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Village and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

10.13.1. Depths of various elements of foundation in relation to finish first floor datum.

10.13.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

- 10.13.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
- 10.13.4. Field changes in dimensions and details.
- 10.13.5. Changes made by Project Consultant's written instructions or by Change Order.
- 10.13.6. Details not on original Contract Drawings.
- 10.13.7. Equipment, conduit, electrical panel locations.
- 10.13.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.
- 10.14. Specifications and Addenda: Legibly mark each section to record:
 - 10.14.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
 - 10.14.2. Changes made by Project Consultant's written instructions or by Change Order.
- 10.15. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.
 - 10.15.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Village at no additional cost, including digital I (CAD and PDF) versions.
 - 10.15.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.
- 10.16. **Record Set.** Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the

Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

- 10.17. Maintenance of Traffic.** Maintenance of Traffic (“MOT”) must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards within the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.
- 10.18. Hurricane Preparedness.** During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay
- 10.19. 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 proof 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-participation-enrollment-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.

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

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

VILLAGE OF KEY BISCAYNE

CONTRACTOR

By: _____
Steven C. Williamson
Village Manager

By: _____

Name: _____

Attest:

Title: _____

By: _____
Jocelyn B. Koch
Village Clerk

Entity: **SOUTHEASTERN ENGINEERING CONTRACTORS, INC**

Approved as to form and legal sufficiency:

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

Addresses for Notice:

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

Addresses for Notice:

SOUTHEASTERN ENGINEERING CONTRACTORS, INC

Attn: _____
Address: _____

_____ (telephone)
_____ (email)

With a copy to:

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

With a copy to:

_____ (telephone)
_____ (email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

Exhibit "A"

[INSERT CONTRACTOR'S BID PACKAGE]



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
 Joe I. Rasco, Mayor
 Franklin H. Caplan, Vice Mayor
 Edward London
 Allison McCormick
 Brett G. Moss
 Oscar Sardiñas
 Fernando A. Vazquez

DATE: January 17, 2023
 TO: Honorable Mayor and Councilmembers
 FROM: Steven C. Williamson, Village Manager
 RE: Crandon Boulevard Green Bike Lanes, and Roadway & Crosswalk Markings Project Contract Award

Village Manager
 Steven C. Williamson

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute a contract with Highway Striping, Inc. (the "Contractor"), the lowest responsive and responsible bidder for the Crandon Boulevard Green Bike Lanes, and Roadway & Crosswalk Markings Project, in an amount not to exceed \$170,582. This amount includes the Contractor's bid amount of \$155,074 and a contingency amount of \$15,508. The Village has entered into a State Funded Grant Agreement with the Florida Department of Transportation (FDOT), and FDOT will participate in the project cost up to the amount of \$100,000 (Exhibit "B"). \$70,582 will be allocated from the FY23 adopted budget, Capital Improvements, Crandon Boulevard line item.

BACKGROUND

As part of the Crandon Boulevard Level of Service and Pedestrian & Bicycle Safety Improvements Program, The Village wishes to facilitate the construction of green bike lanes.

The Village issued an Invitation to Bid (ITB) on November 9, 2022. The ITB was posted to the Village's website and Notice Board, DemandStar and Miami Herald.

To qualify for award, prospective Proposers were required to:

Have at least five (5) years of continuous operation under the same name providing similar services prior to the issuance of the ITB;

- Have clean judicial record and references;
- Be a licensed engineering contractor in the State of Florida;
- Ability to comply with applicable County regulations, including but not limited to, the Small Business Enterprise (SBE) Goods Program, the SBE Service Program, the SBE Architecture and Engineering Program, the SBE Construction Services Program, the Community Workforce Program (CWP), the Resident First Training and Employment Program (RFTE), and the Responsible Wages and Benefits Ordinance, Section 2-11.16 of the County Code.
- Provide a payment and performance bond.

The Villaged required submittal of a base bid and an alternate bid. Base bid included construction



VILLAGE OF KEY BISCAIYNE

of green bike lanes continuously along the Crandon Boulevard, and the alternate bid included a limited scope of construction of green bike lanes on conflict points only.

On December 19, 2022, three (3) bids were received from the lowest to the highest Bidder of the following firms:

Firm Name	Base Bid	Alternate Bid
1. Highway Striping, Inc.	\$510,500	\$155,074
2. Oglesby Construction, Inc.	\$540,515	\$174,320
3. Atlantic Paving Co.	\$651,629.50	\$415,250

Upon review of the bid packages the following was determined:

- A. All Bidders appears to have the ability, capacity, and skill to perform the required work.
- B. Once the Notice to Proceed is issued; Bidders can mobilize within 15 – 30 days.
 - 30 Days – Florida Engineering & Development Corp. and UAG Construction LLC.
- C. All Bidders have experience working with municipalities and in the industry.
- D. All Bidders were responsive and responsible

The Village performed its due diligence review of the bids for responsiveness, and found no material defects in the three bids nor in the Bidders' qualifications. Each Bidder has been in business for more than five years, they are appropriately licensed to do the work, and provided the requested certifications and references. The Village did not find any issues that would indicate that any of the responsive Bidders were incapable of performing the services.

As a result of the procurement process, Highway Striping, Inc. is recommended for award of the construction for alternate bid, construction of green bike lanes in conflict points only.

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

RESOLUTION NO. 2023-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING HIGHWAY STRIPING, INC. FOR THE CRANDON BOULEVARD GREEN BICYCLE LANE AND MISCELLANEOUS PAVEMENT MARKINGS PROJECT IN AN AMOUNT NOT TO EXCEED \$170,582; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2022, the Village of Key Biscayne (the “Village”) issued Invitation to Bid No. 2022-19 (the “ITB”) for construction of the Crandon Boulevard Green Bicycle Lane and Miscellaneous Pavement Markings Project (the “Capital Project”); and

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

WHEREAS, based on the alternate bid, which provides for construction of green bike lanes only at conflict points along Crandon Boulevard, the Village Manager recommended that Highway Striping, Inc. (the “Contractor”) be selected for the construction of the Capital Project as the lowest responsive and responsible bidder; and

WHEREAS, the Village Council desires to select the Contractor for the construction of the Capital Project based on the alternate bid, and authorize the Village Manager to negotiate and execute an agreement with the Contractor in an amount not to exceed \$170,582, in substantially the form attached hereto as Exhibit “B” (the “Construction Contract”); and

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

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

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

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

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute the Construction Contract with the Contractor for the Capital Project based on the alternate bid, in an amount not to exceed \$170,582, in substantially the form attached hereto as Exhibit “A,” subject to the Village Attorney’s approval as to form, content, and legal sufficiency. If an agreement cannot be reached with the Contractor, the Village Manager is authorized to negotiate and execute an agreement with the next highest ranked bidder(s), in order of ranking based on the alternate bid, until an agreement in the best interest of the Village is reached.

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

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

VILLAGE ATTORNEY

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____, 2023 (the "Effective Date") by and between the **VILLAGE OF KEY BISCAZYNE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **HIGHWAY STRIPING, INC.**, a Florida Corporation (the "Contractor").

WHEREAS, on August 30, 2022, the Village of Key Biscayne (the "Village") issued Invitation to Bid No. 2022-16 (the "ITB") for construction of the Crandon Boulevard Green Bicycle Lane and Miscellaneous Pavement Markings Project (the "Project"), as further defined herein; and

WHEREAS, the Project consists of construction of green bicycle lanes and miscellaneous pavement markings along Crandon Boulevard's conflict point, including the provision of all equipment, manpower, supervision tools, vehicles, materials, cleaning and maintenance of traffic inspection, and other necessary and incidental service necessary to construct the Project; and

WHEREAS, in response to the Village's solicitation for the Project, Contractor submitted an alternate bid (the "Bid"), which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items ("Pricing") attached hereto as Exhibit "A"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, on January 17, 2023, the Village Council adopted Resolution No. 2023-XX, selecting the Contractor's bid for the Project and authorizing the Village Manager to negotiate and execute a contract with the Contractor for construction of the Project; and

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

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

- 1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications to be prepared by the Village of Key Biscayne Public Works Department dated June 2, 2022 (the "Plans"), the Contractor's Bid attached hereto as **Exhibit "A"**, and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

CRANDON BOULEVARD GREEN BICYCLE LANE

AND MISCELLANEOUS PAVEMENT MARKINGS PROJECT

The Project consists of construction of green bicycle lanes and miscellaneous pavement markings along Crandon Boulevard's conflict point, including the provision of all equipment, manpower, supervision tools, vehicles, materials, cleaning and maintenance of traffic inspection, and other necessary and incidental service necessary to construct the Project.

2. CONTRACT TIME

- 2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.
- 2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within thirty (30) calendar days from the date specified in the Notice to Proceed ("Contract Time")**. Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within forty-five (45) calendar days from the date specified in the Notice to Proceed ("Final Completion Time")**. The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.
- 2.3. Upon failure of Contractor to substantially complete the Work within the Contract Time, Contractor shall pay to Village the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Village the sum of Two Hundred Dollars (\$200.00) for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.
- 2.4. Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

3. CONTRACT PRICE

- 3.1.** Village shall pay to Contractor for the performance of the Work an amount not to exceed **\$155,074** in accordance with the line items and unit prices included in the Contractor's Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit "A." This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.
- 3.2.** Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Village or Village's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.
- 3.3.** Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the Village for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.
- 3.4.** The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village's rights hereunder or at law or in equity.
- 3.5.** Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price (including Retainage) as recommended by the Village's Project Consultant and Building Official. Final payment

is contingent upon receipt by Village from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

- 3.6. This Contract is subject to the conditions precedent that: (i) Village funds are available and budgeted for the Contract Price; (ii) the Village secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

4. CONTRACT DOCUMENTS

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

5. INDEMNIFICATION

- 5.1. Contractor shall defend, 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, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of

reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. 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 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 6.1.

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

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

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

- 6.1.1.4.** Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.
- 6.1.1.5.** Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.
- 6.1.2. Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The 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 Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.
- 6.1.2.1. Additional Insured.** The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the 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.
- 6.1.2.2. 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.
- 6.1.3.** The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Village, prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the “Bonds”). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor’s sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village.

7. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

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

7.1.1. Contractor represents the following:

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

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

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

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground

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

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

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

7.1.1.7. Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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

7.1.2. Contractor warrants the following:

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

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

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

8. DEFAULT AND TERMINATION

8.1. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2. This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event,

the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9. MISCELLANEOUS

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

9.2. Contractor's Responsibility for Damages and Accidents.

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

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

9.3. Defective Work. Warranty and Guarantee.

9.3.1. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

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

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

regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

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

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

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

9.5. Examination and Retention of Contractor's Records.

9.5.1. The Village or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

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

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

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

9.6. **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for

such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the Village.

9.7. Authorized Representative.

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

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

9.8. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.9. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and

Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

- 9.11. **Cleaning Up.** Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.
- 9.12. **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 9.13. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 9.14. **Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.
- 9.15. **Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.
- 9.16. **Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.
- 9.17. **Liens.** Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded

in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village 's reasonable attorneys' fees and costs incurred in connection therewith.

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

9.19. Waiver of Jury Trial. VILLAGE AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.20. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

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

9.22. Ownership and Access to Records and Audits.

9.22.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Contract ("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 Contract)

to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 9.22.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Village Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Village.
- 9.22.3. 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.
- 9.22.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Village.
- 9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the 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 Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 9.22.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 9.22.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Village.
- 9.22.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: JOCELYN B. KOCH, VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY

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

- 9.23.1.** First Priority: Change Orders with later date taking precedence;
- 9.23.2.** Second Priority: Sections 1 through 26 of this Base Agreement; and
- 9.23.3.** Third Priority: Exhibit A.

10. SPECIAL CONDITIONS

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

10.2. Preliminary Steps.

10.2.1. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Village, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

10.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

10.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Village as applicable. This initial schedule shall establish the baseline schedule for the Project.

10.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each CO that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

10.3.3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Consultant or Village as applicable. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

10.3.4. In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the following two (2) week period. The look-ahead schedule must be provided to the Project Consultant and Village at a regular frequency prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

10.4. **Schedule of Values.** The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor's submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

10.5. **Construction Photographs.** Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Village. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

10.6. **Staging Site.**

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

10.6.2. The Village at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Village, the Village assumes no responsibility or liability for the equipment or materials stored on the site, and the

Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.6.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Village as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

10.6.4. Parking. No parking is permitted at a Village provided staging site without the prior written approval of the Village.

10.7. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Village as applicable.

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

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

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

10.11. Unsatisfactory Personnel.

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

10.11.2. The Village may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or

Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Village within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Village will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.12. Contract Modification.

10.12.1. Change Orders.

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

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

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

10.12.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Village reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Village directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must

demonstrate its costs with sufficient evidence to be entitled to compensation from the Village.

10.12.2. Extension of Contract Time.

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

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

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

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

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

10.12.3. Continuing the Work

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

10.13. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Village and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

10.13.1. Depths of various elements of foundation in relation to finish first floor datum.

10.13.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

- 10.13.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
- 10.13.4. Field changes in dimensions and details.
- 10.13.5. Changes made by Project Consultant's written instructions or by Change Order.
- 10.13.6. Details not on original Contract Drawings.
- 10.13.7. Equipment, conduit, electrical panel locations.
- 10.13.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.
- 10.14. Specifications and Addenda: Legibly mark each section to record:
 - 10.14.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
 - 10.14.2. Changes made by Project Consultant's written instructions or by Change Order.
- 10.15. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.
 - 10.15.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Village at no additional cost, including digital I (CAD and PDF) versions.
 - 10.15.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.
- 10.16. **Record Set.** Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the

Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

- 10.17. Maintenance of Traffic.** Maintenance of Traffic (“MOT”) must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.
- 10.18. Hurricane Preparedness.** During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.
- 10.19. 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.

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

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

VILLAGE OF KEY BISCAYNE

CONTRACTOR

By: _____
Steven C. Williamson
Village Manager

By: _____

Name: _____

Attest:

Title: _____

Entity: **HIGHWAY STRIPING, INC.**

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

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

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

Addresses for Notice:
HIGHWAY STRIPING, INC.
Attn: _____
Address: _____

_____ (telephone)
_____ (email)

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

With a copy to:

_____ (telephone)
_____ (email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

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"

Crandon Blvd. Green Bicycle Lane and Miscellaneous Pavement Markings – ITB # 2022-19

ALTERNATE SUMMARY OF PAY ITEMS				
PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	VALUE
101-1	MOBILIZATION	LS	1	\$ 2000.00
102-1	MAINTENANCE OF TRAFFIC	ED	30	\$ 150.00
523-1-3	PATTERNED PAVEMENT, VEHICULAR AREAS, GREEN BIKE LANE	SY	1,762	\$ 67.00
701-18-101	PROFILED THERMOPLASTIC, STANDARD-ASPHALT SURFACES, WHITE, SOLID, 6"	GM	2.7	\$ 3000.00
711-11-141	THERMOPLASTIC, STANDARD, WHITE, GUIDELINE, 6" (2/4)	GM	0.5	\$ 2,000.00
711-14-160	THERMOPLASTIC, PREFORMED, MESSAGE OR SYMBOL	EA	33	\$ 200.00
711-14-170	THERMOPLASTIC, PREFORMED, ARROW	EA	33	\$ 100.00
711-11-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, CROSSWALK, 24"	LE	720	\$ 16.00
ALTERNATE TOTAL				\$ 155,014.00

BIDDER'S AFFIDAVIT

The undersigned Bidder has carefully examined the Bidding Documents and the site of the proposed work. The Bidder is familiar with the nature and extent of the work and any local conditions or criteria dictated by the construction standards of the Florida Building Code that may in any manner affect the work to be done.

The undersigned Bidder agrees to do all the work and furnish all materials called for by the Bidding Documents. Bidder further agrees that payments will be made based on actual quantities placed and accepted in the construction.

The undersigned Bidder agrees to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for construction of: CRANDON BOULEVARD GREEN BICYCLE LANE AND MISCELLANEOUS PAVEMENT MARKINGS located in VILLAGE OF KEY BISCAIYNE, FLORIDA.

Company Name: Highway Striping, Inc.
 Bidder's Name: Julio C. Nieto
 Bidder's Email: highwaystripinginc@gmail.com
 Bidder's Title: president
 Bidder's Signature: [Signature]

Bidder Must Submit With Bid



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Brett G. Moss
Edward London
Allison McCormick
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: January 17, 2023
TO: Honorable Mayor and Council Members
FROM: Steven C. Williamson, Village Manager
RE: First Amendment to Solid Waste Collection Agreement with Great Waste and Recycling Services, LLC

RECOMMENDATION

I recommend that the Village Council approve the attached Resolution authorizing the Village Manager to negotiate and execute a First Amendment to the Solid Waste Collection Agreement (“Agreement”) with Great Waste and Recycling Services, LLC (the “Contractor”) to increase fiscal year 2022-23 compensation by \$95,491.76 and limit future option year price increases to a maximum of 4% based upon the Consumer Price Index for All Urban Consumers (“CPI-U”).

BACKGROUND

On November 17, 2020, the Village Council authorized Village Manager to execute an agreement with the Contractor to provide solid waste collection services. The Agreement (attached as Exhibit “B”) came in effect in January 1, 2021, for an initial term of three years with two (2) one (1) year renewal options. Village Staff is requesting an amendment to the Agreement for the topics discussed below.

Increase to Current Year Agreement.

The Contractor has requested a 9.1% increase to the Agreement’s compensation for fiscal year 2022-23 due to a 5.91% increase in disposal costs and a 4% increase in fuel costs. During the eight (8) month period from January 1, 2022, to August 30, 2022, the Contractor received only 138 complaints/comments on its solid waste collection services, while servicing approximately 143,650 properties, which equates to a 99.9% service success (Exhibit “C”).

The Village understands the current financial circumstances and wants to continue partnering with the Contractor who has provided quality services far above the industry standard. As per the Agreement, the annual cost for solid waste collection service is \$659.36 per house. The proposed 9.91% increase amounts to \$724.70 per home annually, or a \$65.34 increase per home.



VILLAGE OF KEY BISCAINE

	No. of Homes	Annual Fee	Total
Existing Agreement	1,284	\$ 659.36	\$ 846,618.24
Amended Agreement	1,300	\$ 724.70	\$ 942,110.00
Net	16	\$ 65.34	\$ 95,491.76

It is important to note that there are sixteen (16) new homes being serviced since the execution of the Agreement. The total net increase to the Agreement is calculated based on 1,300 homes and equals to \$95,491.76. If approved, the increase will come into effect in January 1, 2023.

Consumer Price Index Cap.

The current Agreement as its written does not cap the annual price increases after the initial three (3) year term. Village Staff recommends that the annual compensation adjustment to the Agreement be limited to a maximum of 4% based upon the CPI-U for the Miami-Fort Lauderdale-West Palm Beach US Bureau of Labor Statistic area.

Franchise Agreement.

Lastly, the Agreement is further being amended to clarify that the solid waste collection services offered by the Contractor to multifamily and commercial property owners does not prohibit the Village from adopting a franchise agreement, including related franchise fees, for said services.

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

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A FIRST AMENDMENT TO THE SOLID WASTE COLLECTION AGREEMENT WITH GREAT WASTE AND RECYCLING SERVICES, LLC TO MODIFY COMPENSATION PROVISION IN AN AMOUNT NOT TO EXCEED \$95,491.76; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 1, 2021, the Village of Key Biscayne (the “Village”) entered into a solid waste collection agreement (the “Agreement”) with Great Waste and Recycling Services, LLC (the “Contractor”) for solid waste collection and disposal services (the “Services”); and

WHEREAS, the Agreement provides for annual compensation in the amount of \$846,618.24 for the Services for the initial three-year term beginning January 1, 2021, through January 1, 2024 (the “Initial Term”); and

WHEREAS, currently, the Agreement does not allow for price increases during the Initial Term, but provides for annual increases to Service fees based on the Consumer Price Index for All Urban Consumers (the “CPI-U”) during option years; and

WHEREAS, the Contractor has requested an adjustment of \$95,491.76 (9.91%) for the third year of the Initial Term due to rising costs of providing the Services and has agreed to limit annual adjustments to compensation during option years to no more than 4% based upon CPI-U; and

WHEREAS, the Village Council desires to authorize the Village Manager to negotiate and enter into a first amendment (the “Amendment”) to the Agreement in substantially the form attached hereto as Exhibit “A” to modify the Agreement’s compensation provision in an amount not to exceed \$95,491.73 for the third year of the Initial Term and limit option year price increases to a maximum of 4% based on the CPI-U; and

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

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

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

Section 2. Authorization. That the Village Council hereby authorizes the Village Manager to negotiate and enter into an Amendment to the Agreement in substantially the form attached hereto as Exhibit "A" in order to modify the Agreement's compensation provision in an amount not to exceed \$95,491.73 for the third year of the Initial Term and limit option year price increases to a maximum of 4% based upon the CPI-U, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

FIRST AMENDMENT TO
SOLID WASTE COLLECTION AGREEMENT

BETWEEN

VILLAGE OF KEY BISCAYNE

AND

GREAT WASTE AND RECYCLING SERVICES, LLC

THIS FIRST AMENDMENT TO THE SOLID WASTE COLLECTION AGREEMENT (this "First Amendment ") is entered into this ___ day of _____, 2023 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation (hereinafter the "Village"), and **GREAT WASTE AND RECYCLING SERVICES, LLC**, a Florida limited liability company (hereinafter the "Contractor").

WHEREAS, on January 1, 2021, the Village entered into a solid waste collection agreement (the "Agreement") with the Contractor for solid waste collection and disposal services (the "Services"); and

WHEREAS, the Agreement provides for annual compensation in the amount of \$846,618.24 for the Services for the initial three-year term beginning January 1, 2021, through January 1, 2024 (the "Initial Term"); and

WHEREAS, the Agreement does not allow price increases during the Initial Term; and

WHEREAS, the Contractor has experienced increases to the price of providing the Services in the amount of 5.91% for disposal costs and 4% for fuel costs; and

WHEREAS, in order to address inflationary price increases, the Village and Contractor desire to enter into this First Amendment to the Agreement in order to modify compensation for the Services for the third year of the Initial Term by \$95,491.76 (9.91%) while limiting annual price adjustments during option years to no more than 4% based upon CPI-U; and

WHEREAS, the Village and Contractor further desire to amend Exhibit "A," the Scope of Services, to the Agreement by clarifying that the Village and Contractor may enter into negotiations during an Option Year relating to the establishment of a franchise fee for the Services provided to multi-family and/or commercial property owners in the Village.

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

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

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Compensation and Payment.** Section 3, "Compensation and Payment," of the Agreement is hereby amended to read as follows:

3.1. Compensation for Services provided by Contractor shall be in accordance with the Fee Schedule attached hereto as Exhibit "D" (the "Fee Schedule"). During the first two years of the Initial Term, Contractor shall be compensated in an amount not to exceed \$1,693,236.48 ~~2,539,854.72~~. Contractor shall be compensated in an amount not to exceed \$942,110.00 during the third year of the Initial Term. The pricing on the Fee Schedule may be adjusted annually during each Option Year, if exercised, by a percentage ~~equal to~~ not to exceed 4% based on the Unadjusted Percent Change of the Garbage and Trash Collection expenditure category in the table for the Consumer Price Index for All Urban Consumers (CPI-U) for the prior 12 months from the US Bureau of Labor Statistics. During the first three months of the Initial Term of this Agreement, Contractor agrees to pick up solid waste and recycling in amounts in excess of those set forth in Sections 2.3 and 2.4 of the RFP at no additional cost to the Village.

3. **Option of Commercial Collection Services.** Section 2.26, "Option of Commercial Collection Services," of Exhibit "A" to the Agreement is hereby amended to read as follows:

Although not included within the Scope of Services for this Agreement, if requested by the multifamily and/or commercial property owners; ("Commercial Service Units"), the Contractor shall provide pricing for collection, disposal and recycling services for such properties. Collection and recycling services may be provided by Contractor pursuant to a separate agreement with the ~~multi-family or commercial~~ Commercial Service Unit property owner or the Village. This pricing is subject to the same price increases as the Agreement, and if the Commercial Service Unit chooses to make use of it, they must enter into a separate Agreement with the Contractor for a period of at least one (1) year. This separate agreement should include pricing for, but not limited to, the pricing to service of dumpsters, roll-offs, and carts.

Nothing included herein shall prevent the Village from adopting a franchise agreement, including related franchise fees, for the provision of the Services to Commercial Service Units. ~~, in the Village's sole discretion, to grant the Contractor the exclusive franchise or right to provide services to multi-family and commercial properties pursuant to this Agreement, with the pricing to be negotiated between the parties nor~~

~~will it allow the Village to request a Franchise Fee from the Contractor. This pricing is subject to the same price increases as the Agreement, and if the Commercial Service Unit chooses to make use of it, they must enter into a separate Agreement with the Contractor for a period of at least one (1) year.~~

~~This should include pricing for, but not limited to, the pricing to service of dumpsters, roll offs, and carts.~~

4. **E-Verify Affidavit.** The Agreement is hereby amended to create Section 27, “E-Verify Affidavit,” as follows:

27. 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.

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement and any prior amendments, the terms and provisions of this First Amendment shall control.
6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

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 _____, 2023, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

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

VILLAGE OF KEY BISCAIYNE

CONTRACTOR

By: _____
Steven C. Williamson
Village Manager

By: _____

Name: _____

Attest:

Title: _____

By: _____
Jocelyn B. Koch
Village Clerk

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

Approved as to form and legal sufficiency:

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

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

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

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

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

**SOLID WASTE COLLECTION AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
GREAT WASTE AND RECYCLING SERVICES, LLC**

EXHIBIT B

THIS AGREEMENT (this "Agreement") is made effective as of the 1st day of January, 2021 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **GREAT WASTE AND RECYCLING SERVICES, LLC**, a Florida Limited Liability Company (hereinafter, the "Contractor").

WHEREAS, the Village provides solid waste collection and disposal services and is in need of a contractor to perform the services; and

WHEREAS, the Village issued Request for Proposals No. 2020-25 for solid waste collection services (the "RFP"), which RFP is incorporated herein and attached hereto as Exhibit "A;" and

WHEREAS, the services needed by the Village are specifically identified in Section 2 of the RFP (the "Services"); and

WHEREAS, in response to the RFP, the Contractor submitted a proposal dated October 13, 2020 (the "Proposal") to perform the Services on the Village's behalf, which Proposal is attached hereto as Exhibit "B;" and

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

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

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

1. Scope of Services.

1.1. Contractor shall provide the Services set forth in Exhibit "A" in accordance with the Proposal attached hereto as Exhibit "B" and the pick-up schedule set forth in Exhibit "C" and incorporated herein by reference (the "Services").

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

2. Term/Commencement Date.

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

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

3. Compensation and Payment.

3.1. Compensation for Services provided by Contractor shall be in accordance with the Fee Schedule attached hereto as Exhibit "D" (the "Fee Schedule"). During the Initial Term, Contractor shall be compensated an amount not to exceed \$2,539,854.72. The pricing on the Fee Schedule may be adjusted annually during each Option Year, if exercised, by a percentage equal to the Unadjusted Percent Change of the Garbage and Trash Collection expenditure category in the table for the Consumer Price Index for All Urban Consumers (CPI-U) for the prior 12 months from the US Bureau of Labor Statistics. During the first three months of the Initial Term of this Agreement, Contractor agrees to pick up solid waste and recycling in amounts in excess of those set forth in Sections 2.3 and 2.4 of the RFP at no additional cost to the Village.

3.2. The Village is authorized to deduct the amounts set forth below from monies due to Contractor for the Services under this Agreement. In case these amounts exceed the amount due to Contractor, Contractor shall be liable and shall immediately upon demand by the Village pay to the Village the excess amount.

3.2.1. After receiving a replacement container request, the Contractor will provide the requested container(s) within three (3) business days of receiving notice from the Village. Contractor shall pay \$100 per day/per household for each container not delivered within three (3) business days.

3.2.2. If a collection is missed, Contractor will return to collect the materials within the same day. Contractor shall pay \$25 for each missed household pick-up that is not resolved within 24 hours.

3.2.3. Contractor shall pay \$500 per incident per calendar day for each spillage (oil, hydraulic fluid, garbage, trash, etc.) not cleaned on the day that the spillage occurs.

3.2.4. Contractor shall pay \$100 per incident per calendar day for Collections that occur outside the hours specified in this agreement without the prior approval of the Project Manager.

3.2.5. The provisions of this Section 3.2 shall become effective three months after the Effective Date of this Agreement.

3.2.6. In accordance with Section 26 of this Agreement, the provisions of this Section 3.2 shall supercede the provisions of Section 2.17 of the RFP.

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

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

3.4.1. Name and address of the Contractor;

3.4.2. Purchase Order number;

3.4.3. Contract number;

3.4.4. Date of invoice;

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

3.4.6. Name and type of Services;

3.4.7. Timeframe covered by the invoice; and

3.4.8. Total value of invoice.

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

4. **Subcontractors.**

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

4.2. Contractor may only utilize the services of a particular Subcontractor with the prior written approval of the 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 as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

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

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

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

8. Termination.

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

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

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

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.
- 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, Subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- 9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.
- 9.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and

return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

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

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities

arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

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

15. **Entire Agreement/Modification/Amendment.**

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

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

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

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

16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village

Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

- 16.3. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 16.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Jocelyn Brewster Koch
Mailing address: 88 West McIntyre Street
Key Biscayne, FL 33149
Telephone number: 305-365-5506

Email:

jkoch@keybiscayne.fl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

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

- 26.1.** First Priority: Base Agreement;
- 26.2.** Second Priority: Exhibit A - RFP No. 2020-25;
- 26.3.** Third Priority: Exhibit D – Fee Schedule;
- 26.4.** Fourth Priority: Exhibit B – Proposal;
- 26.5.** Fifth Priority: Exhibit C – Pick Up Schedule.

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

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

VILLAGE OF KEY BISCAIYNE

CONTRACTOR

By: AAA
Andrea Agha
Village Manager

By: [Signature]
Name: Carlo Piccinonna

Title: Managing Member

Attest:
By: Jocelyn B Koch
Jocelyn Brewster Koch
Village Clerk



GREAT WASTE AND RECYCLING

Approved as to form and legal sufficiency:

By: [Signature]
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

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

Addresses for Notice:
GREAT WASTE AND RECYCLING SERVICES, LLC
Attn: Carlo Piccinonna
3051 NW 129th Street
Opa Locka, FL 33054
305-688-6188 (telephone)
Carlo@great-waste.com (email)

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

With a copy to:
GREAT WASTE AND RECYCLING SERVICES, LLC
Attn: Joseph E. Altschul, Registered Agent
1911 NW 150th Avenue, Suite 2871
Pembroke Pines, FL 33028



REQUEST FOR PROPOSALS
No. 2020-63
SOLID WASTE COLLECTION SERVICES

VILLAGE OF KEY BISCAINE

VILLAGE COUNCIL

Michael W. Davey, Mayor
Brett Moss, Vice Mayor
Luis Lauredo
Edward London
Allison McCormick
Katie Petros
Ignacio J. Segurola

VILLAGE ATTORNEY

Weiss, Serota, Helfman, Cole & Bierman, P.L.

VILLAGE CLERK

Jocelyn B. Koch

VILLAGE MANAGER

Andrea M. Agha

EXHIBIT "A"
RFP No. 2020-63



PUBLIC NOTICE

RFP Name: SOLID WASTE COLLECTION SERVICES
RFP No.: 2020-63
Pre-Proposal Conference: 9/30/20 at 9:30 am
Proposal Deadline: 10/14/2020 at 4:00 pm

The Village of Key Biscayne ("Village") has issued a Request for Proposals ("RFP") to interested and qualified businesses to receive sealed proposals ("Proposals" or "Responses") for the following program: **Solid Waste Collection Services.**

The Village is seeking a qualified Contractor to perform solid waste collections and disposal services for all Residential Service Units within the Village. Collection services shall include automated collection of residential garbage carts, automated collection of residential recycling carts, and bulk trash collection and white goods.

Responses must be submitted electronically to the Village by no later than **4:00 PM, October 14, 2020** on the <https://keybiscayne.bonfirehub.com/portal> (the "Procurement Portal"). Any Response received after the deadline or delivered in any other manner than the Procurement Portal shall not be considered for award. Respondents are responsible for ensuring that their Response is uploaded to the Procurement Portal by the deadline.

Interested businesses may obtain the full RFP and all associated documents through the Procurement Portal. Interested businesses will be asked to register prior to downloading the RFP documents. Registration is free and easy and can be done in minutes. A tutorial on how to register and submit a response can be found here: <https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission>. It is strongly encouraged that interested businesses include any commodity codes for the services or products it offers as the Village uses these codes to send notice of relevant solicitation opportunities. Any questions related to registration may be directed to procurement@keybiscayne.fl.gov.

All notices and any addenda issued by the Village with respect to the RFP will be made available through the Procurement Portal. It is the business' sole responsibility to ensure receipt of any issued notice or addenda relating to this RFP once posted online.

Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via the Procurement Portal by no later than **October 2, 2020**.

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SECTION 1. INFORMATION FOR THE RESPONDENTS

1.1 GENERAL INFORMATION

The Village of Key Biscayne (the "Village") is located on an island approximately six (6) miles into Biscayne Bay and connected to the mainland via the Rickenbacker Causeway. Crandon Boulevard, a four-lane road with a median, bisects the Village. Shopping centers and single purpose commercial buildings line Crandon Boulevard. Towards the west lies single family homes. The east side of Crandon Boulevard contains mid to high rise multiple family buildings, one single family district, townhomes, and another single-family area that is part of a planned unit development. The incorporated Village is flanked by two large parks: Crandon Park to the north and Bill Baggs Cape Florida Recreation Area to the south. The latter receives over a million visitors per year and is a major contributor to traffic congestion on the weekends and holidays. The Village is the home to approximately 13,000 residents residing on 1.1 sq. miles.

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

1.2 INTRODUCTION/BACKGROUND

The Village hereby requests proposals for the selection of a Proposer (hereinafter "Respondent" or "Proposer") to provide the labor, materials, equipment, services, and all incidentals necessary, as further defined in Section 2 of this solicitation ("Work"/"Services") to provide the Work/Services within the Village of Key Biscayne. The information used in this request for proposals ("RFP") will be used by the Village to make its determination.

1.3 VILLAGE RIGHTS

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

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

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

1.4 ADDENDA

If the Village finds it necessary to add to, or amend this RFP prior to the Response submittal deadline, the Village will issue written addenda/addendum. Each Proposer must acknowledge receipt of each addendum by signing Form AA, Addendum Acknowledgement, and providing it with its Response.

1.5 CERTIFICATION

The signer of the Response (to this RFP) must declare by signing the Forms included in Section 4 that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover

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letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.6 REQUESTS FOR INFORMATION

Proposers may request additional information, clarification, or modifications in the form of a Request for Information ("RFI"). Proposers seeking such information must submit an RFI through the Procurement Portal in order to receive a response. The request must include the Proposer's name. Any RFI must be submitted prior to the deadline for questions indicated in the schedule of events in Section 3.3 to receive a response. Late or mis-delivered requests may not receive a Village response.

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

Addenda will be made available on the Procurement Portal and it is the Proposer's sole responsibility to ensure receipt of all addenda prior to submitting a response.

1.7 PUBLIC RECORDS

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

1.8 RETENTION OF RESPONSES

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

1.9 VILLAGE AUTHORITY

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

1.10 LOBBYIST REGISTRATION

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

1.11 RESPONSE /PRESENTATION COSTS

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

1.12 PERMITS, TAXES, LICENSES

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

1.13 LAWS, ORDINANCES

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

EXHIBIT "A"
RFP No. 2020-63

1.14 TERMS OF ENGAGEMENT

The Respondent, by submission of its Response, agrees to the terms and conditions contained in the contract attached hereto as Attachment "A," ("Contract") and further agrees to execute the Contract without change. Notwithstanding, the Village, in its sole discretion, reserves the right to negotiate the final contract price or any terms and conditions.

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

END OF SECTION

EXHIBIT "A"
RFP No. 2020-63

SECTION 2. SERVICES NEEDED BY THE VILLAGE

2.1 PURPOSE

The Village is seeking a qualified Contractor to perform solid waste collections and disposal services for all Residential Service Units within the Village. Collection services shall include automated collection of residential garbage carts, automated collection of residential recycling carts, and bulk trash collection and white goods.

2.2 DEFINITIONS IN THIS SCOPE OF WORK

As used in this Scope of Work and the Agreement, the following terms shall have the meanings as set forth in this Section.

The words "shall," "will," and "must" are always mandatory and not merely discretionary. The word "may" indicates something that is not mandatory but permissible.

When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future, and use of the masculine gender shall include the feminine gender.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

- 2.2.1. **Agreement** shall mean the written Agreement entered into between the Village and the Contractor for the provision of Collection Services and any written amendment thereto as agreed upon by the Village and the Contractor.
- 2.2.2. **Alleys** shall mean a narrow street or passageway between or behind homes/houses or buildings.
- 2.2.3. **Automated Collection** shall mean the collection of Solid Waste using Carts. Automated collection may mean an automated collection system or a semi-automated collection system.
- 2.2.4. **Bio-hazard materials** shall mean Infectious agents or hazardous biological materials that present a risk or potential risk to the health of humans, animals or the environment. The risk can be direct through infection or indirect through damage to the environment. Bio-hazardous materials include certain types of recombinant DNA; organisms and viruses infectious to humans, animals or plants (e.g. parasites, viruses, bacteria, fungi, prions, rickettsia); and biologically active agents (i.e. toxins, allergens, venoms) that may cause disease in other living organisms or cause significant impact to the environment or community.
- 2.2.5. **Bio-medical waste** is known as infectious waste or medical waste, is defined as solid waste generated during the diagnosis, testing, treatment, research or production of biological products for humans or animals. Biomedical waste includes syringes, live vaccines, laboratory samples, body parts, bodily fluids and waste, sharp needles, cultures and lancets.
- 2.2.6. **Brush Material** shall include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs and other items of a similar nature.
- 2.2.7. **Bulk Waste/trash** shall mean large discarded items including, but not limited to, discarded White Goods, toilets, pool heaters, sheet metal, bedding, furniture, green waste, loose yard waste and trimmings and other similar items.
- 2.2.8. **Carts** shall mean a container with an attached tight-fitting lid of up to 96 gallons mounted

EXHIBIT "A"
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- on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection vehicle. All Carts shall be clearly marked in a manner approved by the Contract Administrator.
- 2.2.9. Village** shall mean the Village of Key Biscayne, Florida, a municipal corporation of the State of Florida acting through the Village Council, Village Manager, or official designated by the Village Manager.
- 2.2.10. Village Facility** shall mean a Village owned location designated for service under this agreement.
- 2.2.11. Collection and Collect** shall mean the act of picking up Solid Waste, Yard Waste, or Bulk Waste and delivering it to a Designated Facility.
- 2.2.12. Collection Service** shall mean the Collection of Solid Waste, Yard Waste, Recyclables, Bulk Waste, and Yard Waste and delivery to the Designated Facility by the Contractor.
- 2.2.13. Commingles** refers to a system in which all paper, plastics, glass, metals, and other containers are mixed together.
- 2.2.14. Construction or Demolition waste** shall mean unwanted material produced directly or incidentally by the construction and demolition industries. This includes building materials such as insulation, steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, lumber, and rebar, as well as waste originating from site preparation such as dredging materials, tree stumps or from the construction or destruction of a structure nails, electrical wiring. Much building waste is made up of materials such as bricks, concrete and wood damaged or unused for various things during construction.
- 2.2.15. Commercial Service Unit** shall mean all units other than Residential Service Units, Multi-family Service Units, or Village Facilities. Commercial Service Units includes apartment complexes. The Village reserves the right to designate establishments as Commercial Service Units under this Agreement.
- 2.2.16. Contractor** shall mean that person or entity that has entered into this agreement to provide the services described herein.
- 2.2.17. Contract Administrator** means the Village of Key Biscayne Village Manager or their designee.
- 2.2.18. Compactor** shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator.
- 2.2.19. Container** shall mean Cart, Can, Compactor, Dumpster, and Roll-off.
- 2.2.20. Curbside** shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Contract Administrator.
- 2.2.21. Designated Facility** shall mean the disposal and recycling facilities designated for receiving Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials under this Agreement.
- 2.2.22. Dumpster** shall mean any container excluding compactors with a tight-fitting lid and minimum of one cubic yard and maximum of 8 cubic yards approved by contract administrator designed to receive and transport and dump waste.
- 2.2.23. Enclosure** shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.
- 2.2.24. Franchise Fee** shall mean the charge for the Contractor's use of present and future streets, alleys, bridges, easements, and other public places in the Village.
- 2.2.25. Garbage** shall mean kitchen and table refuse, all general combustible waste, such as paper and rags, paperboard boxes, and every accumulation of animal and vegetable matter that attend the preparation, decay, dealing in or storage of food such as: meats, fish, fowl, game, fruits and vegetables.
- 2.2.26. Green waste** shall mean biodegradable waste that can be composed of garden or park waste,

EXHIBIT "A"
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- such as grass or flower cuttings and hedge trimmings, as well as domestic food waste.
- 2.2.27. Hazardous waste** shall mean waste that is dangerous or potentially harmful to our health or the environment. Hazardous wastes can be liquids, solids, gases, or sludge's. They can be discarded commercial products, like cleaning fluids or pesticides, or the by-products of manufacturing processes.
- 2.2.28. Hot loads** shall mean Radio-active contaminated wastes.
- 2.2.29. Incident** shall mean one event (e.g., if the Contractor misses collection of waste from two (2) residences, It will count as two incidents).
- 2.2.30. Multi-family Service Unit** shall mean condominium residential units typically receiving Collection Service by Dumpsters or Compactors.
- 2.2.31. Recyclable Material and Recyclables** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. In accordance with Florida Statutes § 403.703, Recyclable Materials are not Solid Waste. The list and acceptance standards for Recyclable Materials for Residential Service Units and Multi-family Service Units are provided in Section 9.0
- 2.2.32. Recycling Cart** shall mean a receptacle with wheels with a capacity of up to approximately 95 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.
- 2.2.33. Residential Service Units** shall mean residential establishments located in Service Area and identified by Contract Administrator as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set-out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be considered a Residential Service Unit(s). Residential Service Units shall exclude establishments utilizing Dumpsters or Compactors for the accumulation and set-out of Solid Waste.
- 2.2.34. Roll-off** shall mean any container, excluding compactors and dumpsters with a capacity of greater than 8 cubic yards which is normally loaded onto a motor vehicle and transported to a disposal facility approved by the contract administrator.
- 2.2.35. Rubbish** shall mean any accumulation of useless material other than garbage, brush material, or Unacceptable Waste.
- 2.2.36. Single Stream** shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, or other Person generating the Recyclable Materials.
- 2.2.37. Side Yard** shall mean any open and accessible space between a main building and the side lot line, extending from the front yard to the rear yard, or any space adjacent to the main building as determined by the Contract Administrator. Carts placed in the side yard may be obscured from view from the right-of-way, but the Contractor is not required to collect bins that are located behind a gate.
- 2.2.38. Special Events** shall mean events sponsored or co-sponsored by Village.
- 2.2.39. Solid Waste** shall mean Garbage, Rubbish, and other discarded materials. Solid Waste shall not include Source Separated Recyclable Material or Unaccepted Waste.
- 2.2.40. Source Separated** shall mean that the Recyclable Materials are separated from Solid Waste at the location where the Recyclable Materials and Solid Waste are generated. The term

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does not require that various types of Recyclable Materials be separated from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recyclable Materials. Materials are not considered Source Separated when two or more types of Recyclable Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container located where the materials are generated and when such materials contain more than 10 percent Solid Waste by volume or weight. For purposes of this Agreement, the term "various types of Recyclable Materials" means metals, paper, glass, plastic, textiles, and rubber.

- 2.2.41. **Special Trash Pick-up** shall mean collection of services provided by contractor on a day other than the scheduled collection days or extra loads other than usual collection.
- 2.2.42. **State** shall mean the State of Florida.
- 2.2.43. **Ton** shall mean a unit of weight equal to 2,000 pounds.
- 2.2.44. **Trash pick-up** shall mean large discarded items including discarded white goods, furniture and accumulations of shrubbery, palm fronds or tree limbs, green waste and other items similar natures.
- 2.2.45. **Unacceptable Waste** shall include ash residue, Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, waste tires, used oil, and lead-acid batteries.
- 2.2.46. **White Goods** shall include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances. White Goods shall include freon and non-freon containing appliances.
- 2.2.47. **Yard Waste** shall mean vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils. Yard Waste includes Brush Materials.

2.3 COLLECTION OF HOUSEHOLD GARBAGE

The Contractor will be required to pick up, on a twice weekly basis, all Garbage and Yard Waste curbside, provided it is placed in an approved collection container. A limited number of customers may have more than one wheeled garbage cart and the contractor will additionally be required to collect up to two (2) 30-gallon sealed garbage bags. Unacceptable Waste or White Goods set out for collection will be left at the curb along with instructional materials educating the customer about the Village's solid waste plan and recycling program.

The Contractor will develop planned routes to achieve the maximum efficiency of operation. All planned routes will be submitted to the Village for prior approval. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the Village and residents, in writing, ten days in advance of the effective date.

The Contractor shall be responsible for all public information campaign(s) necessary to inform residents of changes to level of service or routes. Public information campaign(s) must be submitted to, and approved by, the Village. A minimum of two (2) public information campaigns is required annually.

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will ensure it only delivers garbage to a disposal facility that is operating and continues to operate in compliance

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with all applicable laws and regulations. Before disposal, all garbage collected from residential or commercial properties in the Village of Key Biscayne will be weighed and recorded. The Contractor will provide the Village with a monthly tonnage report that is to be delivered to the Village's Project Manager within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets, which are to be made available for Village inspection.

The proposal will also include a service option for side-yard garbage collection.

2.4 COLLECTION OF RECYCLABLES

The Contractor shall collect recyclable materials as specified in Section 2.22, List of Recyclable Materials.

Recyclable materials generated at the households will be collected curbside weekly. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

Recyclable materials will be kept separately stored in the container provided by the Contractor. The container will be industry standard, 96 gal., a different color than the garbage container, and labeled as a recycling container. All recyclable materials collected by the Contractor will be the property of the Contractor and the Contractor is responsible for its removal and disposal.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards, and requirements.

The Contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage. The Village reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable materials.

The Contractor will not collect the recycling cart if non-recyclable materials have been placed inside the cart provided. In the event that non-recyclable materials are placed in the cart, the Contractor will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the Village's recycling program and how to prepare those materials.

Before processing the materials collected within the Village of Key Biscayne, the Contractor will weigh and record the amount of recyclables collected. The Contractor will provide the Village with a monthly tonnage report for each type of material recycled. The report shall be given to the Village's Project Manager within ten days of the month end for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for Village inspection. The Contractor will provide documentation that the recyclable materials collected from the Village were actually utilized as post-consumer content.

The proposal will also include a service option for side-yard collection of recyclable materials.

2.5 COLLECTION OF BULK TRASH

The Village provides bulk and yard trash services to single-family properties. The Contractor

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will be required to pick up all Bulk Trash generated by each residential household from the property adjacent to the street or alley. The Contractor will collect Bulk Trash from each household on a monthly basis. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. Construction and demolition debris (C&D) collection is not included in Bulk Trash.

All vehicles used for collection of Bulk Trash will be either covered or secured so as to prevent trimmings from being scattered or spilled. All Bulk Trash collected shall be handled and disposed of in accordance with all Federal, State and local laws, standards, or requirements.

Before disposing of Bulk Trash collected from within the Village of Key Biscayne, the Contractor will weigh and record the amount of materials collected. The Contractor will provide the Village with a monthly tonnage report. The report shall be given to the Village's Project Manager within ten (10) days of the month end for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets that are to be made available for Village inspection.

a) SPECIAL PICKUPS

From time to time, the Village or its residents may have the need for Solid Waste pickups, including Garbage, Yard Trash, White Goods, Special Waste, and Bulk Trash, outside of and in addition to the Schedule ("Special Pickups"). Contractor shall provide Special Pickups as requested by the Village or its Residents within five (5) working days from the date of the request. Special Pickups requested by a Resident shall be paid directly to the Contractor by the Residential Customer. Prior to making a Special Pickup for a Residential Customer, Contractor shall provide that Residential Customer with a firm written proposal as to the total cost of the Special Pickup. No additional costs beyond those listed in the written proposal may be charged by Contractor. Notwithstanding the provisions of this section, the Village reserves the right to contract with other entities or to provide directly for Special Pickups.

2.6 COLLECTION FROM VILLAGE FACILITIES

Garbage, Solid Waste, and Yard Trash shall be collected from Village Facilities, at no additional charge or cost to the Village, three (3) times per week. Recyclable Materials shall be collected from the Village Government Facilities once (1) per week.

a) SPECIAL COLLECTION PROJECTS/EVENTS

The Village sponsors at least two (2), but no more than five (5), community events each year. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services at no cost to the Village.

1. 4th of July Event - Contractor shall supply the Village with a 40' roll-off container or equivalent for the 4th of July Event, at no additional charge or cost, and provide collection and disposal services for Garbage and Recyclable Materials.
2. Lighthouse Run Event - Contractor shall supply the Village with a 10' roll-off container or equivalent for the Lighthouse Run that takes place on the second Saturday in November, at no additional charge or cost, and provide collection and disposal services for Garbage and Recyclable Materials.
3. Special Event Receptacles - Contractor shall supply the Village with three hundred

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(300) corrugated receptacles, size 18 x 18 x 36" with a 50-gallon capacity at no additional charge or cost.

2.7 PHONE SERVICE

The Contractor shall provide a local area code number for customer inquiries and the registration of complaints. Contractor will provide to the Village a monthly report of customer complaints. The report shall be given to the Village's Project Manager within ten days of the month end for which the data was collected. At a minimum, the report must contain the address that is the subject of the complaint, the date of the incident, the nature of the complaint, and the ultimate disposition. Alternatively, the Village shall forward the Sanitation phone line to the Contractor's local number which shall be managed by the Contractor. THE VILLAGE SHALL NOT BE LIABLE FOR INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT OR SERVICES, FAILURE OF COMMUNICATIONS, POWER OUTAGES, OR OTHER INTERRUPTION, NOR SHALL THE VILLAGE BE LIABLE FOR ANY PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY THE PHONE LINE TRANSFER.

2.8 EQUIPMENT/PERSONNEL

a) CARTS

The Contractor will provide all households with an industry standard, 96-gallon lidded, wheeled container. The container will be at no cost to the Village or customer. All equipment will bear the name of the contractor. All garbage collection equipment will be maintained in good repair and appearance. The Contractor will provide the requested container to each household within three (3) working days of receiving notice from the Village. Failure of the contractor to deliver the container within (3) days will result in liquidated damages of one hundred dollars (\$100.00) per day/per household.

The Village has issued customers a green 96-gallon semi-automated wheeled garbage cart for garbage and a blue 96-gallon semi-automated wheeled cart for commingled recyclables and office paper.

The Contractor shall assume the responsibility of all existing carts for garbage and recycling. The contractor shall be responsible for the replacement or repair costs of any approved container, lower restraining bar, clean, lids and broken wheels, and faulty collection equipment caused by the negligence of their agents or employees. All containers should be inspected by the Contractor and any missing carts must be reported to the Village prior to the start of this contract.

Carts shall be emptied and returned to the customer's original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking the driveway. Carts shall remain upright with lid closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. Carts shall be handled with due care at all times.

New replacement/additional carts, to be provided by the Contractor shall be a heavy plastic receptacle, with a minimum rated capacity ninety-six (96) gallons having a hinged, tight-fitting lid, and wheels that are designed or intended to be used for semi-automated collection.

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b) VEHICLES

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the Contractor, the vehicle identification number and Contractor's telephone number printed on each side in letters not less than 9 inches in height. Vehicles are to be washed weekly or more often, as needed. Vehicles are not to interfere unduly with vehicular or pedestrian traffic, vehicles are not to be left standing on streets, and alleys unattended.

No advertising will be permitted on vehicles. All vehicles will be secure, and all precautions taken to prevent the leakage of any fluids or littering of materials collected. All vehicles used for garbage collection will have a fully enclosed metal top. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Contractor to immediately pick up scattered matter.

Within one (1) calendar year of the execution of the contract, the Contractor must convert the fleet of vehicles servicing the Village to be powered by either renewable natural gas (RNG) or by electricity.

c) PERSONNEL

The Contractor shall employ competent and qualified personnel. The Village may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. The Contractor is to provide appropriate uniforms with names and proper identifications.

2.9 COLLECTION LOCATIONS

Contractor shall schedule and dispatch sufficient quantities of equipment and labor (including reserve resources) to successfully complete the routes each day and obtaining the desired and stated program results – continued services.

All customers serviced by the Village Contractor shall be entitled to collection service. In the event the road is not accessible due to construction, special event, public safety incident(s), etc. the Contractor shall make every effort to service the customer.

Contractor assumes liability for damages to private property such as fences, awnings, trees, lawns, driveways etc. during the collection of trash or garbage. Any such damage must be resolved within a period of three business days. The contractor will assume liability for damages to contractor equipment resulting from unreported overgrowth, such as low hanging tree branches, from private property during the course of collection.

2.10 DISPOSAL

The Contractor is responsible for disposing of all waste collected within the Village in a legal manner.

The Village shall reimburse the Contractor, if requested, for reasonable associated costs involving the handling of "Hot Loads." In the event the collection vehicle is turned away from the Waste

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to Energy Plant with an unacceptable radiation level, Contractor must notify the Village for assistance at time of occurrence. Pre-approved handling charges shall be added to the monthly invoice.

2.11 PRICE MODIFICATION

Pricing shall remain firm during the initial term of the contract. Beginning on the first exercised option to renew the Agreement and for each exercised option thereafter, the Contractor may request a price adjustment no greater than the Unadjusted Percent Change of the Garbage and Trash Collection expenditure category in the table for the Consumer Price Index for All Urban Consumers (CPI-U) for the prior 12 months from U.S. Bureau of Labor Statistics. Contractor must make the request for a price adjustment at least three (3) months prior to the expiration of the then-current term. The Village Manager, in his/her sole discretion, has the right to approve or deny a request for price adjustment. Price adjustments shall be made effective through written amendment to this Agreement signed by both parties.

Annually, the Contractor may request an update count of Single-Family Residences to adjust their pricing.

2.12 CUSTOMER BILLING

Subject to the conditions and limitations in this Agreement the Village shall:

- A. Submit bills to customer and for all of the services provided by the Contractor in the service area; and
- B. Pay the Contractor for the services it provides in the service area in compliance with the requirements in this agreement.

Neither the Village, nor its residents receiving service, shall be obligated to pay charges, fees, or other liabilities other than what is explicitly provided for this Agreement.

Neither the Contractor nor its agents, subcontracts, employees or other representatives shall solicit or accept any payment or monetary remunerations from any customer for the provisions of any service described in this Agreement. If a customer or other person delivers any money to the Contractor for any service provided in the service area, the Contractor shall document such exchange in writing and forward the money to the Project Manager within two (2) business days after the money is received by the Contractor – following up with further documentation of these actions.

2.13 PROPERTY DAMAGE

All damage to private or public property shall be immediately reported to the Project Manager. The Contractor shall conduct the work with reasonable care as to avoid damage to utilities and private and public property. In the event Contractor damages public or private property in the course of providing services under this Agreement, the Contractor must repair the damage to its preexisting condition and shall be responsible for all costs required to do so. Should the Contractor delay or fail to restore the property to its preexisting condition, the Village may take action to restore the property and deduct any costs from amounts due to Contractor.

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2.14 SPILLAGE

The Contractor shall not litter or cause any spillage to occur upon private premises or the right-of-way where collection occurs. During hauling, all waste shall be containerized, tied, or enclosed so that leaking, spilling, or blowing is prevented. In the event of any spillage caused by the contractor, the contractor shall promptly clean up all spillage and incident reported to Project Manager whose approval is necessary before closeout.

2.15 MISSED COLLECTIONS AND COMPLAINT HANDLING

If a collection is missed and the Village is notified by a customer, the Village will notify the Contractor who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. The Contractor will be assessed liquidated damages for each missed pickup that is not resolved within 24 hours in the form of a deduction from the any compensation due from the Village. The Village Manager or their designee will be in charge of assessing liquidated damages. The contractor shall make note of any containers that are not at curbside during the regular collection. The liquidated damage will not be assessed for noted addresses. It is not the intent of the Village to penalize the contractor for missed collections of entire neighborhoods or entire streets.

In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint, resolve the complaint in a timely manner. The contractor will provide for prompt handling of complaints by maintaining an office staff that will receive, record, and handle such complaints. Such staff will be available during the hours of 7 a.m. until 5 p.m., Monday through Friday. During after hours, weekends, and holidays, the Contractor must make available a local message service to record citizen complaints. The contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. The listing and confirmation of resolution of complaints must be submitted to the Village's Project Manager in a format approved by the Village on first day of each month.

The Contractor is expected to maintain a log for all complaints and the actual or planned resolution(s). The report format is to be approved by the Village's Project Manager prior to the award of the contract. The objective of this section is the resolution of 98% of all complaints within 24 hours of the complaint.

2.16 RECORDS AND REPORTING

The contractor shall keep accurate monthly records of the number of customers served and the monthly tonnage of solid waste handled and shall provide a monthly report to the Director of Public Works including invoices. The monthly reports shall also include a summary of all complaints received and resolutions of such during the reporting period. Reports should include, but not be limited to such items as new collection locations, collection locations served which do not show on the billing register, locations of new or replacement containers placed by the contractor performing curbside collection. The required reports shall be filed not later than ten (10) calendar days after the last day of the preceding month. The final report format will be approved by the Project Manager or their designated agent. The Village reserves the right to modify the report format and require more or different information throughout the term of the contract. The Village reserves the right to terminate the awarded contract upon

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the contractor's repetitive failure to comply with record keeping.

2.17 LIQUIDATED DAMAGES

Upon failure of the Contractor to adhere to the provisions of this contract or to fail with respect to any of its duties provided for herein, the Contractor shall pay the sums below to the Village for each calendar day that an incident or condition continues unresolved. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide the agreed upon level of service and the cost for the Village to remedy the condition. Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

- A. The Contractor will provide the requested container to each household within three (3) working days of receiving notice from the Village. Failure to deliver the container within (3) days will result in liquidated damage of \$100 per day/per household.
- B. If a collection is missed whether the household notifies the Village, or the Village notifies the Contractor, they will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. Contractor will be assessed liquidated damages of \$100 for each missed household pick-up that is not resolved within 24 hours.
- C. Failure to clean spillage (oil, hydraulic fluid, garbage, trash, etc.) on the day that the spillage occurs will result in Contractor being assessed liquidated damages of \$500 per incident per calendar day.
- D. Collections outside the hours specified in this agreement, without prior approval of the Project Manager, shall result in a \$100 assessment per incident per calendar day.

2.18 CUSTOMER SERVICE

The Contractor shall develop a Customer Service Program focusing on the elimination of repeated customer complaints/requests. Customer Service Program is to be submitted in Proposal. The Contractor should also provide with their submission any past Customer Satisfaction Surveys that have been administered and qualified by a third-party source. The surveys should be based on the citizen and commercial business customers' satisfaction rather than the government agency itself.

Customer service must be able to handle Spanish speakers and announcements.

2.19 SAFETY PRACTICES

The Contractor must maintain and provide evidence to the Village of ongoing employee safety training and practices. The plan, at a minimum, shall include provisions for the proper training in identifying and handling unacceptable hazardous wastes and worker safety practices, which prevent compromised human health, and damage to the environment and private property.

2.20 SPECIAL DISABILITY PULL OUT SERVICE

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The Contractor will be responsible for providing special pull out services for customers who are physically disabled and who have provided required documentation to the Village. The Contractor will be responsible for bringing the cart(s) to the curb for dumping and then return it to its original placement. There will be no charge for those residents medically unable to bring their garbage cart to the curb. The Village will certify this list of residents annually and reserves the right to increase or decrease these numbers as may be required at no additional cost to the Village.

2.21 EDUCATION SERVICES

The Contractor shall provide the following public education services: Annual Solid Waste Notice. Each year during the term of this Agreement, the Contractor shall publish and distribute a notice to the residents regarding the collection service programs for residential customers. The notice shall contain at a minimum, definitions of the materials to be collected, procedures for setting out the materials, and maps of the service area indicating the days when collection services will be provided. The notice shall be approved by the Village prior to publication. The notice shall be distributed by the Contractor no later than December 1st of every year of the agreement or such other extended date as may be mutually agreed upon by the Village and the Contractor.

Public Awareness Program

Contractor agrees to provide at minimum one tour of the Contractor's recycling facility, provided that notice of at least five (5) workdays is given and the contractor is available to provide a tour. It is understood and agreed that there shall be no charge to the Village by the Contractor for compliance with any requests to tour their facilities.

2.22 LIST OF RECYCLABLE MATERIALS

The Contractor will work with the Village to produce a list for the residents of all recycled material the Contractor is required to accept. This list must include but not be limited to the following:

- A. Glass (Bottles, jars, and similar glass containers.)
- B. Metals (Tin and aluminum cans and similar metal objects.)
- C. Paper Products (Newspapers, phone books, magazines, catalogs, paper/cardboard packaging and boxing, and Junk mail.)
- D. Plastics (Plastic containers coded 1-2, "Narrow neck bottles", and similar plastic containers.)

If for whatever reason the Contractor cannot recycle the above listed materials, they must specify in writing why they cannot be accepted, and the reasoning must be accepted by the Project Manager.

2.23 DROP-OFF CENTER

The Contractor will establish a location for use by those Village residents who wish to drop off items. The Contractor will not charge users for this service.

Centers shall not accept:

- E. Household garbage
- F. Land clearing debris

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- G. Tires
- H. Dead Animals
- I. Hazardous Waste
- J. Florescent lights
- K. Refrigerators, freezers, or air conditlions that do not have certification by a licensed technician of CFC recovery.

2.24 SUSPENSION OF SOLID WASTE AND RECYCLING COLLECTION

Sanitation collection service may be suspended due to extreme weather or declared emergencies by the Village. The Contractor will stop all work during severe weather when so directed by the Village in writing. The Contractor will complete/resume the work as soon as the authority has been granted to proceed. If collection is suspended, the Contractor will perform the collection the next day.

Pickup days will not be reduced by holidays but may be combined or moved to the following day. Bulk Pickups normally scheduled on holidays will be rescheduled on the next weekday. The following is a list of holidays:

- A. New Year's Day
- B. Independence Day
- C. Thanksglving Day
- D. Christmas Day

2.25 DISASTER SERVICES

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection services until the Village declares a "State of Emergency" or until the Project Manager and Contractor agree that service shall be suspended due to unsafe conditions. The Contractor will resume and continue the collection schedule as soon as safely possible as determined by the Project Manager. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under a declared "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation underrates and adjustments. No additional compensation should be expected for general windstorms, poor weather conditions, or unusual events outside the "State of Emergency" declaration.

2.26 OPTION OF COMMERCIAL COLLECTION SERVICES

Although not included within the Scope of Services for this Agreement, if requested by the multi-family and/or commercial property owners, Commercial Service Units, the Contractor shall provide pricing for collection, disposal and recycling services for such properties. Collection and recycling services may be provided by Contractor pursuant to a separate agreement with the multi-family or commercial property owner or the Village.

Nothing included herein shall prevent the Village, in the Village's sole discretion, to grant the Contractor the exclusive franchise or right to provide services to multi-family and commercial properties pursuant to this Agreement, with the pricing to be negotiated between the parties nor will it allow the Village to request a Franchise Fee from the Contractor. This pricing is subject to the same price increases as the Agreement, and if the Commercial Service Unit chooses to make

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use of it, they must enter into a separate Agreement with the Contractor for a period of at least one (1) year.

This should include pricing for, but not limited to the pricing to service of dumpsters, roll-offs, and carts.

END OF SECTION

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SECTION 3. RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

3.1 GENERAL RESPONSE INSTRUCTIONS

Responses must be submitted electronically to the Village via the Procurement Portal by no later than the Proposals Due date and time listed in Section 3.3. Any Response received after the deadline or delivered in any other manner than the Procurement Portal shall not be considered for award. Respondents are responsible for ensuring that their Response is uploaded to the Procurement Portal by the deadline.

3.2 ELIGIBILITY

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

1. Respondent must have at least five (5) years of continuous operation under the same name providing solid waste or trash collection services prior to the issuance of this RFP;
2. Respondent must have provided satisfactory service on at least three (3) solid waste or trash collection contracts, demonstrated through three (3) verifiable client references from public entities of the same or greater size than Key Biscayne, within the past five (5) years prior to the issuance of this RFP; and
3. Respondent's program manager must have a minimum of five (5) years of experience managing solid waste or trash collection service operation and must be capable of speaking and making decisions on behalf of the Respondent.

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

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

3.3 SCHEDULE OF EVENTS

The following schedule shall govern this RFP. The Village reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date
1	Advertisement/ Distribution of RFP	9/16/2020
2	Non-Mandatory, Pre-Proposal Meeting	9/30/2020 @ 9:30am
3	Closing Date for Respondent Questions	10/2/2020
4	Village's Answers to Questions by Respondents	10/7/2020
5	Proposals Due	10/14/2020
6	Staff Member's Review of Technical Proposals	10/28/2020
7	Evaluation Committee Meeting & Opening of Price Proposals	10/28 – 11/6/2020
8	Manager Recommendation to Council	11/6/2020
9	Award at Council Meeting	11/17/2020

3.4 RESPONSE / QUALIFICATION PACKAGE / REQUIREMENTS

In addition to other requirements stated in this RFP, to be eligible for award, the Proposer shall submit a response that includes all of the following information, uploaded to the appropriate request ("Response"):

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- A. Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Proposer and the aspects of the proposal. The Letter of Intent must include "Response to Village of Key Biscayne RFP No. 2020-63 – Solid Waste Collection Services" in the subject line.
- B. Proposal Narrative:** In a document not to exceed one (1) page, Proposer must provide an executive summary describing the organization's goals, expected outcomes, and a brief history of the organization.
- C. Proposer's Qualifications:** Proposer must complete and submit the Qualifications Questionnaire in the Procurement Portal. In addition to any Questionnaires, Proposer must provide the following information:
- a. Proposer must include a list of all public/private clients for the past three (3) years prior to the issuance of this RFP.
 - b. Include any relevant business licenses, including occupation, and Florida registration (Company certifications, not personal) and a copy of State Corporate or other proof from the State of Florida that Proposer is authorized to do business in this State.
 - c. In a document not to exceed one (1) page, describe available facilities, technological capabilities and other available resources that Proposer can offer that would benefit the services performed under this contract.
 - d. In a document not to exceed one (1) page, include a list of equipment owned by the Proposer that will be used under this contract. Include the general condition and age of each item.
- D. Personnel Qualifications:** The Proposer must include the following information for this requirement:
- a. Complete and submit the Key Staff Questionnaire through the Procurement Portal, including key management personnel, administrators, ownership, and other personnel involved in key decision making with regards to the Services to be provided under the Contract;
 - b. Complete and submit the Proposed Subcontractors Questionnaire through the Procurement Portal including all major subcontractors that will provide Services under the Contract;
 - c. Provide an organizational chart showing reporting structure for all Key Staff, including any key subcontractors;
 - d. Include one (1) page resumes for each person listed in the Key Staff Questionnaire;
 - e. Include a one (1) page resume with contact information for at least three (3) professional references for the individual designated to serve as Program Manager;
- E. Technical Approach and Understanding:** Provide a description of the Proposer's approach and understanding to the project including, but not limited to, the following:
- a. Understanding of the Village's needs, goals, and objectives as they relate to the Services to be provided and the overall management;
 - b. In a narrative, Proposer must describe how it will approach providing the Services, including, but not limited to, the following:
 - i. General means and methods to be employed during collection;

EXHIBIT "A"
RFP No. 2020-63

- ii. Proposed routes;
 - iii. Explanation of how Proposer processes and disposes of recycled materials;
 - iv. List of disposal sites to be utilized during the term of the Agreement;
 - v. Transition plan and approach to start up services; and
 - vi. Sample of public information material.
- F. Insurance:** Proposer/Contractor shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the 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. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Village. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.
- 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.
 - 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 RFP who is not covered by Worker's Compensation insurance.
 - Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- K. Litigation Statement:** Respondent must complete and submit the Dispute Disclosure Questionnaire and provide a statement that no litigation or regulatory action has been filed against Respondent's firm in the last three (3) years shall be included in the Response. If an action has been filed against the Respondent's firm within the last three (3) years, state and describe the litigation or regulatory action filed against the Respondent's firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or

EXHIBIT "A"
RFP No. 2020-63

disposition for such reported action. Described all litigation (include the court and location) of any kind involving Respondent or any Key Staff members within the last five (5) years.

- L. **Warranty:** Signed and notarized statement warranting that the Proposer is not insolvent, is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind that would have an adverse effect on its ability to perform its obligations under the Contract.
- M. **Forms:** Proposer must complete all forms listed in Section 4 of the RFP and include in its Response.
- N. **Financial Stability:** Proposer must provide the following documentation:
 - a. Proposer's most recent certified financial statement together with a breakdown indicating the Working Capital Ratio, Balance Sheet, and Cash Flow Statement or 2 years of business income tax returns;
 - b. Most recent Dun & Bradstreet report (if available); and
- O. **Price Proposal:** Respondent must include its price proposal utilizing the Bid Table provided through the Procurement Portal.

3.5 RESPONSE EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

Category	Maximum Available Points
Proposer's Qualifications	20 Points
Qualifications of Key Staff	10 Points
Technical Approach & Understanding	30 Points
Price Proposal	40 Points
Total:	100 Points

Each Evaluation Committee member will be able to allocate the total points listed above for each response. The final score of a response will be the aggregate points the response receives from each Evaluation Committee member.

3.6 EVALUATION OF PRICE PROPOSAL

Respondents must submit pricing for all line items in the Price Proposal. Failure to provide pricing for all line items will result in a Proposal being deemed non-responsive.

The scoring of the Price Proposal will be based on the total Proposal Amount, unless the Village determines it is more advantageous to award contracts by line-item or grouping as noted below. The Price Proposal will be evaluated in the following manner:

1. The response with the lowest total Price Proposal will be given the full weight as identified above.
2. Every other response will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price for by the total price of the Price Proposal being evaluated with the result being multiplied by the maximum weight for the price to arrive as a cost score of less than the full score for price.

Example: Lowest Price Proposed Total Points
 Respondent's Price X for Price = Price Score

EXHIBIT "A"
RFP No. 2020-63

Example: \$1,650,000
 \$2,000,000 X 125 = 103.13 points

Notwithstanding the above, during the evaluation process, the Village may determine that awarding contracts for individual lines or groupings are in the best interest of the Village and may calculate price points on a per line-item or per grouping basis.

3.7 PROCESS OF SELECTION

The Village Staff shall review and evaluate the Responses submitted to ensure the minimum requirements of the RFP have been met. The Village Manager or designee may reject those Responses that do not meet the minimum requirements of the RFP.

The Village Manager will appoint an Evaluation Committee to review and evaluate the responsive Responses in accordance with the evaluation criteria first outlined above. The Evaluation Committee, at its sole discretion, may require public presentations by all or shortlisted Respondents regarding their Responses, approach to the Services, and/or ability to furnish the required Services.

In the event Respondents are called for oral presentations, key members of the Respondent's proposed Key Staff shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. Due to limited meeting space, Respondents are encouraged to be represented only by the Project Manager and Key Staff members identified in their Response. Upon completion of the oral presentation(s), the Evaluation Committee will re-evaluate, re-rate, and re-rank the Responses remaining in consideration based on the contents of the Response combined with the oral presentation.

At the conclusion of the scoring process, each of the individual Evaluation Committee member's scores will be converted to rankings in accordance with the example below:

		Respondent A	Respondent B	Respondent C
Committee Member 1	Total Score	104	91	92
	Rank	1	3	2
Committee Member 2	Total Score	101	100	84
	Rank	1	2	3
Committee Member 3	Total Score	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking		1	2	3

The Final Ranking will be determined in order of the lowest aggregate score to the highest. The Final Ranking will be presented to the Village Manager for further due diligence and recommendation to the Village Council. The Final Ranking does not constitute an award recommendation until such time as the Village Manager has made a recommendation to the Village Council. The Village Council may select the Respondent(s) it determines presents the best value to the Village for award of a contract to perform the required Services. The Village Council shall have the final authority to select which Respondent(s) to proceed with for contract award. The Village reserves the right to reject any or all proposals, reject a

EXHIBIT "A"
RFP No. 2020-63

proposal, which is in any way Incomplete, or Irregular, re-bid the entire solicitation or enter into agreements with more than one Respondent.

END OF SECTION

EXHIBIT "A"
RFP No. 2020-63

SECTION 4. FORMS AND ATTACHMENTS

4.1 ATTACHMENTS

The following attachments are attached and incorporated into this solicitation:

- Attachment A: Draft Agreement
 - Exhibit A – Scope of Work
 - Exhibit B – Fee Schedule
 - Exhibit C – Contractor's Proposal

4.2 FORMS

The following forms and affidavits are attached to this solicitation for completion and submission with the Respondent's Response:

- Form AA: Addendum Acknowledgment
- Form COA: Certificate of Authority
- Form CD: Company Declaration
- Form SEA: Single Execution Affidavit

**EXHIBIT "B"
PROPOSAL**



**REQUEST FOR PROPOSALS
No. 2020-63
SOLID WASTE COLLECTION SERVICES**

Title Page

October 13th, 2020

**Proposal to:
Village Of Key Biscayne
Village Clerk
88 West McIntyre Street
Key Biscayne, Florida 33149**

Responses due electronically to the Village by no later than: 4:00 PM, October 15, 2020

Subject: "REQUEST FOR PROPOSALS No. 2020-63 SOLID WASTE COLLECTION SERVICES"

**Proposal Submitted By:
Great Waste and Recycling Service LLC
Company Contact Person: Carlo Piccinonna
Title: CEO/Managing Member
Mailing Address: 6710 Main Street, Suite 237, Miami Lakes, Florida. 33014
Email Address: carlo@great-waste.com
Telephone Number: (305) 688-6188
Fax Number: (786) 515-1049
Cellular Number: (954) 496-3540
Company Web Site: www.great-waste.com**

**EXHIBIT "B"
PROPOSAL**



**REQUEST FOR PROPOSALS
No. 2020-63
SOLID WASTE COLLECTION SERVICES**

Letter Of Intent

October 13th, 2020

Proposal to:
Village of Key Biscayne
Village Clerk
88 West McIntyre Street
Key Biscayne, Florida 33149

Subject:
"Response to the Village of Key Biscayne RFP No. 2020-63- Solid Waste Collection Services"

Proposals due electronically to the Village by no later than: 4:00 PM, October 15, 2020

To Whom It May Concern:

Great Waste and Recycling Service LLC, a Florida Limited Liability Corporation (hereafter referred to as Great Waste), would like to thank the Village of Key Biscayne (hereafter referred to as Village), for allowing us to be a part of "Response to Village of Key Biscayne RFP No. 2020-63- Solid Waste Collection Services".

As Great Wastes CEO and Managing Member, I am authorized to commit Great Waste to perform the services included in this RFP. We have thoroughly reviewed the specification in the RFP and our management team are well acquainted with the Villages residential collection routes and the equipment needs. Great Waste understands the scope of the work and affirmatively documenting compliance with the minimum qualifications and requirements of the RFP. Great Waste is a Solid Waste and Recycling firm based locally in Miami-Dade County, corporate headquarters are in the Town of Miami Lakes and the operations facility is in the City of Opa-Locka.

**EXHIBIT "B"
PROPOSAL**



Great Waste & Recycling Service, LLC is a South Florida-based; family owned and operated full-service waste and recycling company providing services to Miami-Dade and Broward Counties. The Principals of Great Waste have been servicing South Florida since 1977 and have over 150 years of combined experience in the waste industry. Great Waste & Recycling Service, LLC provides containerized service in both Miami-Dade County and Broward County. The services provided include Commercial Waste Service, Roll-Off Services, Compactor Service and Maintenance for both Commercial and Roll-Off accounts including Emergency Services.

Our services to the Village of Key Biscayne will include, but not be limited to, waste removal from residences, bulk waste removal from residences, yard waste removal from residences, and management of the Village's Drop Off Facility.

Our Operations site is located less than 30 minutes from the Village of Key Biscayne. Our management team, led by Carlo Piccinonna, has extensive experience with the Village of Key Biscayne residential contract as he implemented it, and managed it from April 2009 to June 2011. Key members from the team used in 2009 will be alongside Mr. Piccinonna during the transition. Along with managements extensive experience, Great Waste has confirmed the team of drivers that will service the village that were originally hired by Mr. Piccinonna back in 2009 at the start of the contract and will service the contract should Great Waste be selected as the new vendor.

The Operation is equipped with latest technology to ensure safety and efficiency while working in the Village of Key Biscayne. All our trucks are equipped with two-way driver cameras, one that looks out the front windshield and one fixed on the driver that utilizes AI along with three outside cameras and GPS. The AI detects anytime the driver's eyes look away from the road, the driver behavior modules detect hard braking, speed, or any type of sudden movement by the truck or driver, both send a video of the event. Our routes are paperless, the drivers use digital tablets where changes can be made at the stroke of a key from the operations staff and customer service team at the office, and relayed real time.

At Great Waste we instill in the company the same type of values we use in our day to day life, Respect, Caring, Integrity and Understanding. Great Waste has a hands on approach in regards to customer service, with Great Waste it's a simple phone call that will be answered by a live person, who will relay the message to the dedicated Village supervisor, who will handle 99% of the city or residents requests and or complaints. When you call Great Waste, you will know that you are in good hands, whatever your concerns are. Great Waste will handle your needs in a prompt and professional manner, our team member will allow you the courtesy of expressing your concerns and when understood, he/she will map out a solution and see it through until you are completely satisfied. From a single homeowner to large businesses you can depend on Great Waste to be a one-stop source for customized solutions that deliver bottom-line results.

Our firm is constructed with minimal number of management layers. This structure empowers our local management teams to make timely decisions while meeting the needs of the local community. Great Waste is never simply a corporate entity. Rather, we are a neighbor responding to a neighbor. Our customers can always speak directly to a local staff member to answer questions and address all concerns real time. With Great Waste you will experience a true public private/partnership, you will not just have access to the dedicated supervisor and the customer service team, but 24-7 access to the owner, you will have full access to Carlo Piccinonna via, mobile phone , e-mail or text 24 hours a day seven day a week; those of you who still work for the city can attest to his promptness, willingness, and ability to solve issues. See his contact information directly under the bid guarantee.

6710 Main Street, Suite 237 Miami Lakes, FL 33014
P-305-688-6188
www.great-waste.com

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**EXHIBIT "B"
PROPOSAL**



10-10-2020

Bid Guarantee:

Great Waste and Recycling Service, LLC by virtue of submission of this response, Response to Village of Key Biscayne RFP No. 2020-63- Solid Waste Collection Services; that prices, terms and conditions of the bid will be firm for acceptance for a period of one-hundred-twenty (120) calendar days from the date of the bid opening unless otherwise stated by the Village.

Please accept the following proposal and our commitment to provide exceptional solid waste and recycling collection services to the Village of Key Biscayne and its residents.

Best Regards,

Carlo Piccinonna
CEO/ Managing Member

Email Address: Carlo@Great-Waste.com
P: 305-688-6188
C: 954-496-3540
F: 786-515-1049
www.great-waste.com

6710 Main Street, Suite 237 Miami Lakes, FL 33014
P-305-688-6188
www.great-waste.com

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**EXHIBIT "B"
PROPOSAL**



Previous Experience Public/Private Clients

Mr. Carlo Piccinonna (Key Biscayne Program Manager; CEO Great Waste & Recycling Services) has an extensive amount of experience in the solid waste and recycling industry in the South Florida Market. During his tenure at Choico Environmental Services from 2008-2011 he worked as the General Manager of the Miami Division, implemented, and managed three (3) municipal residential and commercial contracts. Including but not limited to the following.

Reference No. One (1):

City of Opa Locka

780 Fisherman Street, 4th Floor Opa Locka, FL 33054

Aria Austin, Director

P: 305-953-2868 (ext. 1214)

E: aaustin@opalocka.fl.gov

Contract Term: Start 3-1-2009 to 2-28-2014

Contract amount: 974,400 Annually

Services provided: Solid Waste 2x weekly, yard waste 1x weekly, and bulk service 1x monthly to 2800 residential units

Residential Franchise Exclusive

Reference No. Two (2):

City of Miami Beach

Al Zamora

1700 Convention Center Drive, Miami Beach, FL 33139

Contract Term: Start Date 09-01-2009 to End Date 8-31-2014

Contract Amount: \$1,987,200.00 Annually

Services Provided: Solid Waste 2x weekly, yard waste 1 x weekly, and bulk service 6 x weekly (on call only) to 6900 residential units

Residential Franchise Exclusive

Reference No. Three (3):

Village of Key Biscayne

Mariana Dominguez-Hardie

88 West McIntyre Street, Suite 230, Key Biscayne, FL 33149

Contract Term: Start Date 04-01-2009 to End Date 3-31-2014

Contract Amount: \$546,000 Annually

Services Provided: Solid Waste 2x weekly, yard waste 1 x weekly, and bulk service 6 x weekly (on call only) to 1300 residential units

Residential Franchise Exclusive

6710 Main Street, Suite 237 Miami Lakes, FL 33014

P-305-688-6188

www.great-waste.com

**EXHIBIT "B"
PROPOSAL**



Great Waste & Recycling Services

Public/Private Clients

Reference No. One (1):

Miami Dade Public Housing & Community Development

701 NW 1ST Court, 16TH Floor, Miami, FL 33136

Indira Rajkumar-Futch, PHCD Procurement Development Manager

P: 786-469-4164

E: india@miamidade.gov

Contract Term: Start Date 12-1-2014 to End Date 06-01-2022

Contract Amount: \$850,000.00 Annually

Services Provided: Solid Waste Collection and Disposal Services for Internal Service Department and Miami-Dade Housing Authority Contract providing solid waste and recycling services to more than ten thousand (10,000) HUD units throughout the county.

Reference No. Two (2):

Miami-Dade County Public Schools

1450 NE 2ND Avenue, Suite 548, Miami, FL 33132

Cheryl A Akinlotan, Administrative Assistant II

P: 305-995-1550

E: Cakinlotan@dadeschools.net

Contract Term: Start Date 01-01-2017 to End Date 12-31-2021

Contract Amount: \$1,400,000.00 Annually

Services Provided: Solid Waste Collection and Disposal Services for one hundred eighty-nine (189) Public Schools and other institutions.

Reference No. Three (3):

City of Opa Locka

780 Fisherman Street, 4th Floor Opa Locka, FL 33054

Aria Austin, Director

P: 305-953-2868 (ext. 1214)

E: austin@opalocka.fl.gov

Contract Term: Start Date 08-01-2019 to End Date 08-01-2024

Contract Amount: \$600,000.00 Annually

Services Provided: Solid Waste Collection and Disposal Services for Commercial Businesses. Commercial Franchise (1 of 2 exclusive haulers)

Reference No. Four (4):

City of Doral

8401 NW 53RD Terrace, Doral, FL 33166

Lazaro Quintero, MPA, CPRP, Assistant Parks and Recreation Director

P: 305-593-6600

E: Lazaro.Quintero@cityofdoral.com

Contract Term: Start Date 11-01-2019 to End Date 11-01-2024

Contract Amount: \$80,000.00 Annually

Services Provided: Solid Waste and Recycling Collection ITB No. 2019-24

6710 Main Street, Suite 237 Miami Lakes, FL 33014

P-305-688-6188

www.great-waste.com

**EXHIBIT "B"
PROPOSAL**



Reference No. Five (5):

Town of Miami Lakes

6601 Main Street, Miami Lakes, FL 33014

Daniel Angel, Director of Parks and Recreation

P: 305-558-0382

E: AngelD@MiamiLakes.fl.gov

Contract Term: Start Date 10-01-2019 to End Date 10-01-2024

Contract Amount: \$65,000.00 Annually

Services Provided: Refuse and Recycling Services for ITB No. 2019-32

Reference No. Six (6):

Village of Pinecrest

12645 Pinecrest Parkway, Pinecrest, FL 33156

Edward Pozas, Assistant Village Manager

P: 305-234-2121

E: EPozas@Pinecrest.fl.gov

Contract Term: Start Date 10-01-2020 to End Date 10-01-2024

Contract Amount: \$58,000.00 Annually

Services Provided: Solid Waste and Recycling Services

6710 Main Street, Suite 237 Miami Lakes, FL 33014
P-305-688-6188
www.great-waste.com



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
GREAT WASTE AND RECYCLING SERVICES LLC

Filing Information

Document Number	L11000066819
FEI/EIN Number	45-2479744
Date Filed	06/08/2011
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	09/13/2019
Event Effective Date	NONE

Principal Address

3051 NW 129TH STREET
OPA LOCKA, FL 33054

Changed: 11/05/2019

Mailing Address

3051 NW 129TH STREET
OPA LOCKA, FL 33054

Changed: 11/05/2019

Registered Agent Name & Address

ALTSCHUL, JOSEPH E
1911 NW 150TH AVENUE
SUITE 2871
PEMBROKE PINES, FL 33028

Name Changed: 11/07/2019

Address Changed: 11/07/2019

Authorized Person(s) Detail

EXHIBIT "B" PROPOSAL

Name & Address

Title MGRM

PICCINONNA, CARLO
3051 NW 129TH STREET
OPA LOCKA, FL 33054

Annual Reports

Report Year	Filed Date
2019	04/23/2019
2019	11/05/2019
2020	01/20/2020

Document Images

01/20/2020 -- ANNUAL REPORT	View image in PDF format
11/07/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
11/05/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
09/13/2019 -- CORRECTIVE	View image in PDF format
04/23/2019 -- ANNUAL REPORT	View image in PDF format
04/09/2018 -- ANNUAL REPORT	View image in PDF format
03/17/2017 -- ANNUAL REPORT	View image in PDF format
05/27/2016 -- ANNUAL REPORT	View image in PDF format
02/02/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
03/26/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
06/08/2011 -- Florida Limited Liability	View image in PDF format

**EXHIBIT "B"
PROPOSAL**

2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L11000066819

Entity Name: GREAT WASTE AND RECYCLING SERVICES LLC

Current Principal Place of Business:

3051 NW 129TH STREET
OPA LOCKA, FL 33054

Current Mailing Address:

3051 NW 129TH STREET
OPA LOCKA, FL 33054 US

FEI Number: 45-2479744

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ALTSCHUL, JOSEPH E
1911 NW 160TH AVENUE
SUITE 2871
PEMBROKE PINES, FL 33028 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JOSEPH E ALTSCHUL

01/20/2020

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name PICCINONNA, CARLO
Address 3051 NW 129TH STREET
City-State-Zip: OPA LOCKA FL 33054

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARLO PICCINONNA

MANAGING MEMBER

01/20/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

EXHIBIT "B"
PROPOSAL

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L11000066819
FILED 8:00 AM
June 08, 2011
Sec. Of State
Isellers

Article I

The name of the Limited Liability Company is:
GREAT WASTE AND RECYCLING SERVICES LLC

Article II

The street address of the principal office of the Limited Liability Company is:
490 SW 101 TERRACE
PLANTATION, FL. 33324

The mailing address of the Limited Liability Company is:
490 SW 101 TERRACE
PLANTATION, FL. 33324

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
LARRY K HOOPER
10621 N KENDALL DRIVE
SUITE 113
MIAMI, FL. 33176

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: LARRY K HOOPER

EXHIBIT "B"
PROPOSAL

Article V

The name and address of managing members/managers are:

Title: MGRM
CARLO PICCINONNA
490 SW 101ST TERRACE
PLANTATION, FL. 33324

L11000066819
FILED 8:00 AM
June 08, 2011
Sec. Of State
Isellers

Signature of member or an authorized representative of a member

Electronic Signature: LARRY K HOOPER

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



EXHIBIT "B"
PROPOSAL

Solid Waste Management
2525 NW 62nd Street • 5100
Miami, Florida 33147
T 305-514-6666

miamidade.gov

June 12, 2020

Mr. Carlo Piccionna, Manager
Great Waste and Recycling Services LLC
6710 Main Street, Ste. 237
Miami Lakes, FL 33014

RE: 2020-21 Waste Tire Generator/Hauler Service Permit Approval

Dear Mr. Piccionna:

Thank you for your recent permit application. Great Waste and Recycling Services LLC (Permit #22492) has been approved by the Department of Solid Waste Management (DSWM) to operate as a waste tire hauler and waste tire generator through June 30, 2021.

Enclosed you will find:

- (1) Decal: #TG21-0388 for the waste tire generator site(s) located at 3051 NW 129th St.
- (20) Decals: #TH21-0138:0157 for the following vehicles permitted to transport waste tires in Miami-Dade County. Listed on page 2

Waste Tire Generator (TG) decals must be displayed in an area visible to the public and to County Enforcement staff. Waste Tire Hauler (TH) decals must be permanently affixed to the inside windshield of every vehicle approved to transport waste tires within Miami-Dade County. Permittees not displaying the decals as instructed are subject to violations as prescribed by the Code of Miami-Dade County.

Please note that the DSWM has the authority at any time, to request an accounting of the following:

- The number of new, used and recapped tires received from suppliers
- The number of new, used and recapped tires transferred to others

You are advised to maintain accurate records in the event such a request is made. It is also recommended that you keep this document on file as proof of your Waste Tire Generator/Hauler Permit approval.

Should you require additional information, contact the Permit Section at 305-514-6610.

Sincerely,

Michelle J. Jackson
Special Projects Administrator 2
Code Enforcement Division

EXHIBIT "B"
PROPOSAL



June 24, 2020

Solid Waste Management
2525 NW 62nd Street • 5100
Miami, Florida 33147
T 305-514-6666

miamidade.gov

Mr. Carlo Piccionna, Manager
Great Waste & Recycling Service
6710 Main Street, Ste. 237
Miami Lakes, FL 33014

RE: 2020-21 General Hauler Permit Approval and Decals

Dear Mr. Piccionna:

Thank you for your recent General Hauler Permit application. **Great Waste & Recycling Service** (Permit #16093) has been approved through **June 30, 2021** to transport solid waste in Miami-Dade County.

Enclosed you will find (32) decals, (GH21-0693:0724) for the vehicles approved under this permit account to transport solid waste in Miami-Dade County under this permit account.

Each decal should be permanently affixed on the inside windshield of the vehicles. Any vehicles observed transporting without a decal permanently affixed to the windshield are considered to be in violation as prescribed in Chapter 15-17 of the Code of Miami-Dade County.

Please note that the Department of Solid Waste Management (DSWM) has the authority at any time, to request an accounting of the following.

- A summary of the number of tons of solid waste collected quarterly based on schedule service, as of the reporting date.
- A summary of the number of tons of recyclable material collected and marketed quarterly, on a schedule and format prescribed by the department.

You are advised to maintain accurate records in the event such a request is made. It is also recommended that you keep this document on file as proof of your General Hauler Permit approval

In addition, General Haulers with solid waste accounts in unincorporated Miami-Dade County must report and pay on a monthly basis, a disposal facility fee on all accounts except recycling pickup or non-reoccurring C & D pickups.

Should you require additional information specific to your permit, contact the Permit Section at 305-514-6610. If you need assistance with the requirements of the Disposal Facility Fee, contact Andrea Hankerson at 305-514-6790 or via e-mail at Andrea.Hankerson@miamidade.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle J. Jackson Cooper".

Michelle J. Jackson Cooper
Special Projects Administrator 2
Code Enforcement Division

EXHIBIT "B"
PROPOSAL



Yocelyn Galano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

VILLAGE OF PINECREST
Office of the Village Manager

November 6, 2019

Mr. Carlo Piccinonna
Great Waste and Recycling Services, LLC
6710 Main Street, Suite 237
Miami Lakes, Florida 33014

Dear Mr. Piccinonna:

In accordance with Pinecrest Ordinance No. 97-7 providing for the Issuance of solid waste collection franchises, Great Waste and Recycling Services, LLC submitted a franchise application. This letter serves as notification of the award of a franchise for solid waste collection to Great Waste and Recycling Services.

Please be advised the franchise shall expire one (1) year from the date of this letter. The Village Manager or his designated representative may renew a franchise from year to year. Any such renewal may be subject to the same terms and conditions applicable to the Issuance of this original franchise. Enclosed please find a copy of Ordinance 97-7. The franchise is subject to compliance with all the terms and conditions detailed in the ordinance.

Monthly on the 15th day, Great Waste and Recycling Services shall file a report with the Village of Pinecrest. The report shall designate the names and addresses of each account located in the Village for which Great Waste and Recycling Services has provided solid waste collection and disposal service during the preceding month including the gross monthly fee collected for each account. The report must be submitted together with a franchise fee equal to ten percent (10%) of the total gross monthly fee collected for each account. Failure to submit the report and fee by the 15th of the month will result in an additional monthly surcharge equal to one percent (1%).

If you have any questions, please feel free to contact me at (305) 234-2121 or agasca@pinecrest-fl.gov. Please execute the acknowledgement below and return the original to my office. Thank you.

Sincerely,


Angela Gasca, CPPO
Assistant Village Manager

Acknowledged by: CARLO PICCINONNA, M.G.P.M.
(print name and title)

Signature: _____

12645 Pinecrest Parkway, Pinecrest, Florida 33156
T: 305.234.2121 | F: 305.234.2131
www.pinecrest-fl.gov



EXHIBIT "B"
PROPOSAL

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



6032082

RECEIPT NO.
RENEWAL
7105745

BUSINESS NAME/LOCATION
GREAT WASTE & RECYCLING
SERVICES LLC
6710 MAIN ST STE 237
MIAMI LAKES, FL 33014



EXPIRES
SEPTEMBER 30, 2021
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
GREAT WASTE & RECYCLING
SERVICES
CARI A PICCINONNA MOR
Employee(s) 6

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR
45.00 07/30/2020
CREDITCARD-20-062152

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 6a-276.
For more information, visit www.miamidade.gov/taxcollector



EXHIBIT "B"
PROPOSAL

MICROPRINT SIGNATURE LINE SHOWS UP UNDER MAGNIFICATION

2020003416

2019-2020
LOCAL BUSINESS TAX RECEIPT
CITY OF DORAL, FLORIDA

8401 Northwest 53rd Terrace
Doral, Florida 33166
(305) 593-6631

MACHINES:
SEATS:
STATE LIC.#:
EMPLOYEES: **1**
LICENSE FEE: **\$60.00**

213HAU HAULING / MOVING (LOCAL)

FOR THE PERIOD COMMENCING OCTOBER 1, 2019
AND ENDING SEPTEMBER 30, 2020 LICENSED TO
ENGAGE IN THE FOLLOWING BUSINESS:

Business Name: **GREAT WASTE AND RECYCLING SERV**
DBA:

Address: **3051 NW 129 ST**
OPA LOCKA, FL 33054

Conditions:


Chief Licensing Official

8401 NW 53rd Terrace, Doral, Florida 33166 • www.cityofdoral.com • 305-593-6631 • Fax 305-593-6616

ARTIFICIAL WATERMARK SCREENED ONTO BACK OF DOCUMENT

**EXHIBIT "B"
PROPOSAL**

**GREAT WEASTE & RECYCLING SRVCE LLC
3051 NW 129 ST
OPA LOCKA, FL 33054**

PLEASE DETACH AT PERFORATION

090009716

2020

City of Opa-locka
Department of Business and Licensing
Occupational License
GREAT WEASTE & RECYCLING SRVCE LLC
3051 NW 129 ST
OPA LOCKA, FL 33054
LICENSE FEE \$150.00

**IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION OF
CERTIFICATE OF USE
IN THE CITY OF OPA-LOCKA, WITH THE FOLLOWING RESTRICTIONS:**

ISSUED ON 11/07/2017

UNTIL SEPTEMBER 30, 2020 SUBJECT TO THE PROVISIONS OF THE CITY OF OPA-LOCKA ORDINANCES AND STATE AND COUNTY REGULATIONS NOW IN FORCE. NOTE: THIS LICENSE DOES NOT CONSTITUTE A CERTIFICATION THAT THE LICENSEE IS QUALIFIED TO ENGAGE IN THE BUSINESS OR OCCUPATION SPECIFIED HEREIN.

CITY OF OPA-LOCKA



CITY MANAGER



BY:

LICENSE CLERK

DISPLAY AS REQUIRED BY LAW

EXHIBIT B - Page 18 of 78

EXHIBIT "B" PROPOSAL



Technology Advantage

GPS – Each Great Waste truck is equipped with GPS, this allows management to monitor the location of each vehicle real time enabling dispatchers to send the right truck, and in the closest proximity, this also allows for tracking where a truck has been from the start of the day until the finish. Our GPS systems are also capable of detecting the actual dumping of a container, we are able to locate a customer, when the truck was there and in fact if the truck performed the service, in some cases we even get a video

Driver behavior – Each Great Waste truck is equipped with what we call a driver behavior module that interfaces with the GPS system, and the on-board camera system. This module uses sensors placed on the truck to detect hard turns, sudden stops, aggressive movement such as changing lanes, in addition it has AI which detects anytime the driver looks away from the road, all alerts are sent to management, this alert is sent to all supervisors, managers, dispatchers, and the safety director, these alerts are sent with a video that records what the driver was doing leading up to the alert, during the event, and after, the dual facing cameras shows what the driver and passenger were doing inside the cab, and what the driver was looking at out his windshield, we not only use this to address bad driver behavior, but also in safety meetings to promote good driver behavior

Dual Facing drive Cameras – this system consists of two cameras, one is fixated on the driver, and shows the inside of the cab including the passenger, and one looks out the windshield, as explained above this system is integrated with the GPS, and the driver behavior module producing the most real time recreation of any event short of being there. This has proved to be a cheerleader for safety, just that the drivers know it is there, promotes safety.

Route Tablets – Each route driver is equipped with a 10" tablet, the tablet provides detailed information for each customer being serviced, the route is placed in order by GPS, and then adjusted as needed by the driver and dispatchers throughout the day. As the driver moves thru his day he checks off each account as its completed, this allows the dispatchers and customers service personnel to see the progress real time, it also promotes safety as the dispatchers / Customer service does not always have to contact the driver should a customer inquire about when he will be serviced, they can see if the truck was just there, if not when it will arrive, this also cuts down on data input as the driver enters his disposal tickets, places notes into customers account such as can blocked or cannot out, or can overloaded, when a note is placed into the account the dispatchers, and customer service team is alerted and are able to proactively contact the client.

Compactor monitoring system – This technology allows us to monitor the condition of all our compactors in service, informs us of pressure which tell us how full the can is and if it's in need of service, it can also allow for each person using it to have a code allowing us to track who is using the compactor and who is not (we use this at Bayside Market Place, and the Ft Lauderdale Airport) in addition is alerts us of any malfunctions, and our failures so we can send a tech out to fix it.

Office and Hauling Facilities

Opa-Locka Hauling – all aspects of the hauling operation are housed in this facility, this is also where we do all customer service, and dispatching, in addition this facility has been approved as a solid waste recycling facility, we are in the process of permitting some of the infrastructure, and building out the facility

Miami Lakes Corporate Office – All sales, Human resources, purchasing, and pay-roll is done out of this office, this office acts as a back-up to the Hauling operation should we be short staffed, phones, computers, and or radios go down, so far we have not had to use it, but it's a great insurance for our clients that communication will continue during any type of crisis

There are so many ways that our technology assists us in providing service unmatched in the industry, but not enough space to provide it. Great Waste is proud to be the most advanced Privately held waste and recycling provider in South Florida, and has been over the past 10 years.

**EXHIBIT "B"
PROPOSAL**



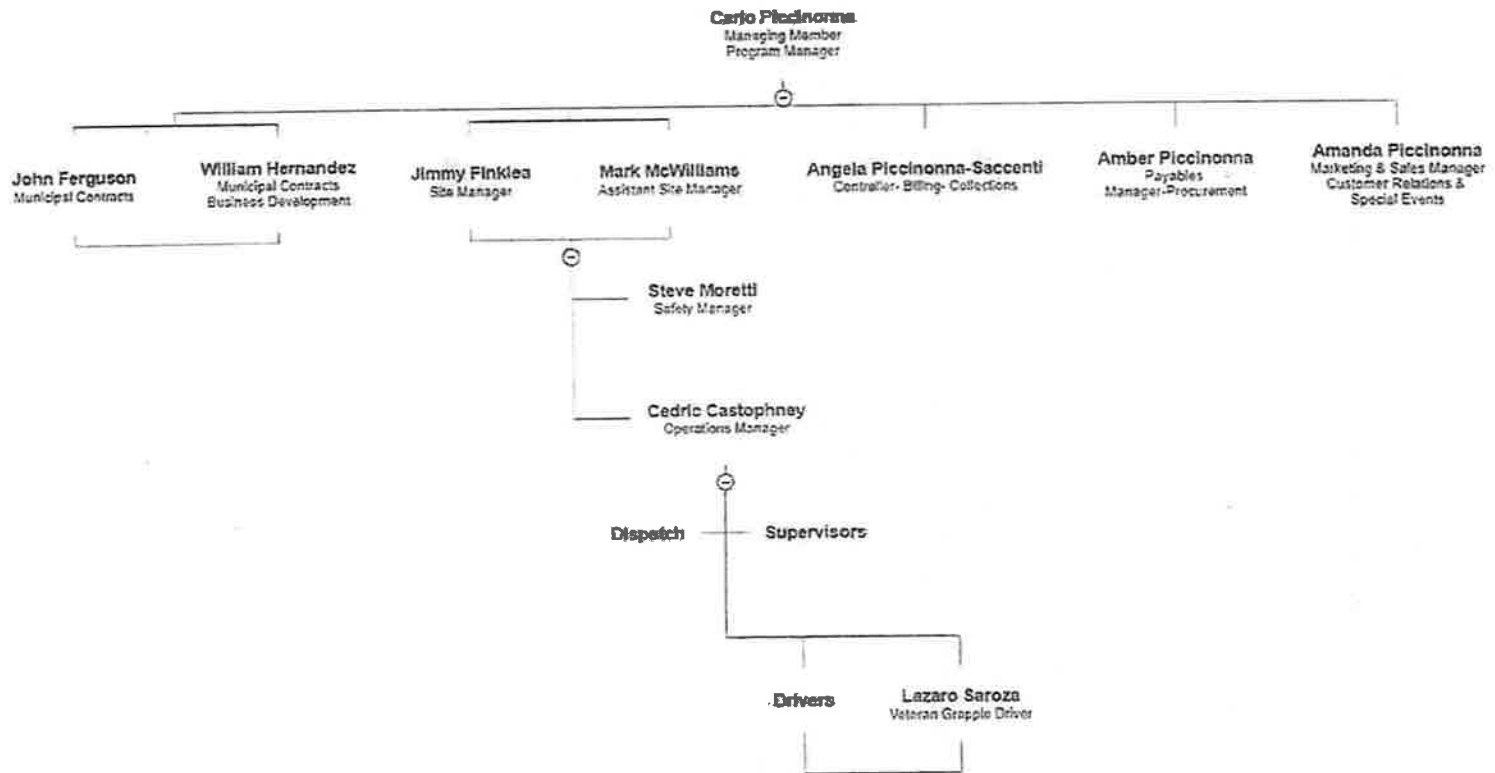
Vehicles & Equipment

Quantity	Year	Type	Make/Model	Condition	Vendor Name
One (1)	2020	REL	Freightliner/McNeilus 25yd	New	McNeilus Truck Manufacturing
One (1)	2019	REL	Freightliner/McNeilus 25yd	Like New	McNeilus Truck Manufacturing
One (1)	2013	Clam	Volvo Pac Mack	Good	Custom Truck One Source
One (1)	2015	Clam	Volvo Serco	Good	Custom Truck One Source
One (1)	2020	P/U Truck	Dodge Ram	New	Dodge Truck Sales

Quantity	Size	Make/Model	Service Type	Vendor Name
2500 (As needed)	96 Gal	Carts	Residential Garbage Residential Recycling	Sierra Container Group
As Needed	1 to 8 cubic yard	FEL Containers	Village Garbage Service	Iron Container
As Needed	10 to 40 cubic yard	Industrial Containers	Village Roll-Off Service	Iron Container

6710 Main Street, Suite 237 Miami Lakes, FL 33014
P-305-688-6188
www.great-waste.com

**EXHIBIT "B"
PROPOSAL**



**EXHIBIT "B"
PROPOSAL**

Carlo Piccinonna

CEO/Managing Member

954-496-3540 | Carlo@Great-Waste.com

Main Focus

Responsible for Corporate decisions regarding contract negotiations, equipment purchases, daily operations, maintenance, facility management, disposal agreements and financial requirements, including all aspects of the operation

Skills & Abilities

Contract Startup having experience in the following Municipalities startup and contract implementation ranging from negotiations, day to day operations and contract compliance; Village of Key Biscayne (1284 residential units), Lee County Service- City of Cape Coral (46000 residential units), Collier County (5743 Residential Units), City of Naples (6066 Residential Units), City Of Miami Beach (6900 Residential units), City of Ft. Lauderdale (37000 Residential units) City of Opa-Locka (2840 Residential Units), Highlands County (35000 Residential units), Miami-Dade County Public School Board Contract (189 Locations) and Broward County School Board Contract (318 Locations). The previous listed contracts all included but were not limited to, Residential Solid Waste Collection, Recycling, Bulky waste, White Goods and Yard Waste for Residential, Multi-dwellings, Commercial Businesses and Roll Off services.

Experience

Great Waste & Recycling Service, Opa-Locka, FL	2011- Today
Responsible for Corporate decisions regarding contract negotiations, equipment purchases, daily operations, maintenance, facility management, disposal agreements and financial requirements.	
Choice Environmental Miami Division, Opa-Locka, FL	2008-2011
Responsible for overseeing all aspects of the Miami division Operations. He implemented and serviced the following municipalities, City of Miami Beach residential Contract, the Village of Key Biscayne Residential Contract and the City of Opa-Locka Commercial and Residential Contract.	
C&C Waste Removal, Miami, FL - CEO/Owner	1997-2008
S&P Group Inc (Yard Depot), Davie, FL - CEO/Owner	1997-2002
Combined Waste Service (CWS), Miami, FL - CEO/Owner	1985-1996
Carlo's Waste Service, Miami, FL- CEO/Owner	1980-1985

Organizations

Chairman on the local Alzheimer's Association Golf Classic from 1998 to 2006

Board Member of the Dade Waste Haulers Council / Florida Recyclers Coalition since 1991

**EXHIBIT "B"
PROPOSAL**

John Ferguson

Municipal Contracts

954-812-1177 | John@Great-Waste.com

Main Focus

Responsible for curating business through governmental relationships, procuring bid documents for municipal contracts.

Skills & Abilities

Mr. Ferguson has facilitated, negotiated and implemented over 12 different municipal entities in Florida, including but not limited to, the City of Opa Locka, City of Hallandale Beach, Town of Lauderdale by the Sea, Town of Davie, City of Hollywood, City of Miramar, City of Dania Beach, City of Greenacres, City of Boynton Beach, City of Delray Beach, Marion County and the Duvall County School Board.

Mr. Ferguson has hands on experience in the start-up and transition on over 10 of the above listed entities where he was coordinating with the municipal contacts on container delivery times, the municipal routing preferences, and managing the residential customer service plan and program.

Experience

Great Waste & Recycling Service, Opa Locka, FL 2020

Responsible for new business development, governmental relations, and municipal contracts

Superior Group Consulting, Miami, FL 2014-Today

President

Florida Textile Recycling Programs Miami, FL 2006-Today

Business Development and Municipal Marketing Manager

Republic Services, Miami, FL 1987-2006

Held the following positions, Area President, General Manager, Director of Operations, and Comptroller

Organizations

Big Brother Big Sisters of America Mentor 1987-1994

**EXHIBIT "B"
PROPOSAL**

William Hernandez

Business Development & Municipal Contracts
305-297-1530 | Willie@Great-Waste.com

Main Focus

Responsible for curating business through governmental relationships, procuring bid documents, cultivating, and meeting with new business opportunities through strong organizational business relationships. Implementing and educating employees and customers on new recycling initiatives and public outreach programs.

Skills & Abilities

Mr. Hernandez facilitated and implemented the Miami-Dade County's curbside Recycling program back in the early 90's, which has been deemed one of the largest recycling programs in the United States of America. At the time Miami-Dade County consisted of 280,000 single family homes and 450,000 multi-family units. Countless years of experience in municipal start-ups, including but not limited to the following Florida cities. Village of Key Biscayne (1284 units), Lee County Service City of Cape Coral (46,000 units)-, Collier County (6600 units), City of Naples (6066 units), City of Miami Beach (6900 units), City of Ft. Lauderdale (37,000 units), City of Opa-Locka (2840 units), Highlands County (35,000 units), Miami-Dade County Public School Board (400 schools when with Choice, 189 with Great Waste) and the Broward County Public School Board (318 schools). Mr. Hernandez started in the business back in 1975 with Sunshine Waste, after the sale of Sunshine Mr. Hernandez stayed on Board with Attwood's at the time the largest hauler in Miami Dade County where he excelled in Municipal Contracts, Mr. Hernandez was one of the architects of the current Miami Dade County recycling program servicing over 400,000 homes, Mr. Hernandez brings over 40 years' experience in the private, and public sectors

Experience

Great Waste & Recycling Service, Opa-Locka, FL Responsible for new business development, governmental relations, public outreach programs and municipal recycling initiatives.	2014- Today
United Environmental Services of South Florida Inc., Miami, FL Partner/CEO	2000-2014
Attwood's, Miami, FL – Director of Municipal Development	1987-1999
Sunshine Sanitation, Miami, FL – Executive Vice President	1975-1987

Organizations

Miami Beach Governmental Affairs Liaison & Communication facilitator	Currently involved
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**EXHIBIT "B"
PROPOSAL**

Jimmy Finklea

Site Manager & Share Holder

954-868-7113 | Jimmy@Great-Waste.com

Main Focus

Responsible for managing the operational staff and maintaining organization, safety and efficiency at Great Waste's Operational Site located in Opa-Locka, FL.

Skills & Abilities

Mr. Finklea has more than 30 years of experience in the solid waste and recycling service industry. From Maintenance to management Mr. Finklea has the experience in supervising and overseeing smooth operations while managing the site. His responsibilities range from meeting with the fleet manager, assistant site manager, safety manager and operations manager to ensure all safety measures are being take as well as following all daily procedures to get the job done. Mr. Finklea has experience in the startup implementation of municipal contracts as well as management and supervising in the following Florida cities.

Miami Beach, Key Biscayne, and Opa-Locka, Mr. Finklea assisted in the implementation and startup of each contract including but not limited to the distribution of waste carts, distribution of recycling carts, creating routes, interviewing drivers and helpers, along with meeting residents and listening to their concerns and requests, he went on to be the Miami Beach lead supervisor managing the entire operation daily from 2009-2011

Mr. Finklea is also a shareholder in Great Waste.

Experience

Great Waste & Recycling Service, Opa-Locka, FL	<i>2011- Today</i>
Site Manager	
Responsible for managing the Opa-Locka Hauling site, each department within the operation, hauling, maintenance, and container shop	
Choice Environmental Services of South Florida Inc., Miami, FL	<i>2008-2011</i>
Operations Supervisor	
C & C Waste Removal, Miami, FL	<i>1999-2008</i>
Operations Manager	
Combined Waste Service, Miami, FL	<i>1988-1997</i>
Supervisor	

**EXHIBIT "B"
PROPOSAL**

Mark McWilliams

Assistant Site Manager & Share Holder

786-487-6602 | Mark@Great-Waste.com

Main Focus

Responsible for assisting in managing the operational staff and maintaining organization, safety and efficiency at Great Waste's Operational Site located in Opa-Locka, FL.

Manages the welding shop, the container repairs shop, and compactor installation & repairs.

Skills & Abilities

Mr. McWilliams has more than 30 years of experience in the solid waste and recycling service industry. Managing with strong communicational skills and caring attitude helps to create lasting impressions and relationships with employees, customers, and vendors. The same can be said for the communication and ways Mr. McWilliams handles his customers making them feel more like family and friends rather than clients.

Mr. McWilliams handled the transition and implementation of the new municipal contract with the Village of Key Biscayne in 2009 along with Mr. Piccinonna at Choice Environmental.

Works closely with Operations Manager on route management and driver communication during transitional periods with contract start-ups, in addition Mr. McWilliams is a shareholder in Great Waste

Experience

Great Waste & Recycling Service, Opa Locka, FL

2012- Today

Assistant Site Manager

Responsible for assisting in managing the operational staff and maintaining organization, safety, and efficiency.

Coordinates new acct startups, compactor installs, container purchases (with PO dept)

Container delivery logistics, assistance in transitional route management for municipal contracts

Choice Environmental Services of South Florida Inc., Miami, FL

2007-2012

Management

Coordinate new account startups, municipal contract startup liaison

Mac Pac, Miami, FL

1995- 2007

Owner

**EXHIBIT "B"
PROPOSAL**

Cedric Castophney

Operations Manager

954-279-0782 | Cedric@Great-Waste.com

Main Focus

Responsible for managing the operation on site at Great Waste Operational Facility in Opa-Locka, FL. Managing the Commercial Dispatch Department, Commercial Supervisors, Commercial drivers alongside the Roll Off Dispatch Department, and Roll Off Drivers.

Skills & Abilities

Manages the E-mobile devices our drivers use to work on their tablets. Trains new drivers on the E-mobile system, compiles reports to monitor driver and route efficiency. Maintains hands on management driving the routes himself every so often making sure they are being managed properly by the drivers. Conducts huddle meetings with the commercial drivers in the morning before their routes start to maintain open dialogue throughout their route. Checks in with drivers over the in-cab radios. In short Mr. Castophney is responsible for the entire hauling operation, from routes, to drivers, helpers, container deliveries, and replacement Mr. Castophney was a part of the team at Choice Environmental that implemented and managed the Village of Key Biscayne contract in 2009 alongside Mr. Piccinonna.

Experience

- | | |
|--|--------------------|
| Great Waste & Recycling Service, Opa-Locka, FL
Operations Manager
Responsible for managing the operation at Great Waste's Operational Facility in Opa-Locka, FL. | <i>2011- Today</i> |
| Choice Environmental Services of South Florida Inc., Miami, FL
Municipal Route Supervisor- Village of Key Biscayne
Managed drivers on the Village of Key Biscayne residential routes | <i>2009-2011</i> |
| C&C Waste Removal, Miami, FL
Route Driver Supervisor | <i>2005- 2011</i> |

EXHIBIT "B"
PROPOSAL

Steve Moretti

Safety & Training Manager

954-439-4666 | Steve@Great-Waste.com

Main Focus

Responsible for creating and implementing work safety programs and procedures for the company and for all municipal contracts, governmental sites, and events.

Skills & Abilities

Mr. Moretti has extensive experience in creating, implementing, and training personnel in safety within the waste and recycling industry. Managed the Driver safety program for municipal contracts including but not limited to, the Village of Key Biscayne, City of Miami Beach, the City of Immokalee, City of Naples, Town of Lauderdale by the Sea, and the City of Fort Lauderdale. Maintains SWANA membership and keeps the team in compliance with all regulations and laws Federal, State and local regulations including DOT and FMSCA.

Experience

Great Waste & Recycling Service, Opa Locka, FL Safety & Training Manager Responsible for creating and implementing driver safety programs	<i>2014- Today</i>
Bull Bag Corp., Miami, FL General Manger Business start up in the South Florida Market	<i>2016-2018</i>
WastePro, Miami, FL Route Supervisor City of Hollywood Resolved residential issues onsite for 27 solid waste routes and 16 recycling routes Managed drivers & safety practices on 27 solid waste routes and 16 recycling routes	<i>2012-2015</i>
Choice Environmental, Miami, FL – Director of Safety Conducted safety meetings, facility & vehicle inspections, driver & helper observations, traffic accident investigations Managed the driver safety program for all municipal contracts	<i>2007-2011</i>
Public Waste, Pompano Beach, FL Assistant Operations Manager Safety Manager Conducted safety meetings, facility & vehicle inspections, driver & helper observations, traffic accident investigations	<i>2004-2007</i>

**EXHIBIT "B"
PROPOSAL**

Angela Piccinonna-Saccenti

Controller & Human Resources

954-608-4942 | Angela@Great-Waste.com

Main Focus

Responsible for transitional billing, collections, customer service and employee hiring procedures.

Skills & Abilities

Mrs. Saccenti has more than 20 years of experience in the solid waste and recycling service industry.

From billing management to office management and human resources her knowledge is extensive.

With experience in the following areas but not limited to, Residential Billing, customer service experience as a residential point of contact and managed the expenses and PO log for multiple companies throughout her tenure in the waste industry

Experience

Great Waste & Recycling Service, Opa Locka, FL

2011- Today

Controller & Human Resources

Responsible for managing the site alongside the assistant site manager, and overseeing the operations manager, fleet manager and safety manager.

Choice Environmental Services of South Florida Inc., Miami, FL

2009-2011

Contract Administrator

Responsible for commercial and residential administrative work and management for the Town of Lauderdale by the Sea.

Daily tasks included but were not limited to, billing, complaints, collections and new commercial and resident start up.

Waste Management- Reuter, Pembroke Pines, FL

2007- 2009

Site AP Administrator

C & C Waste Removal, Miami, FL

2002-2007

Office Manager & Billing

Responsible for everyday office management, supplies, filing and employee engagement.

Billing management included bi-weekly invoice generation for the roll off division of the company and monthly invoice generation for the commercial waste customers.

**EXHIBIT "B"
PROPOSAL**

Amanda Piccinonna

Sales & Marketing Manager

954-496-2312 | Amanda@Great-Waste.com

Main Focus

Responsible for company marketing campaigns, managing the sales department, implementing municipal contract marketing and public awareness materials along with special events and governmental project management.

Skills & Abilities

Mrs. Piccinonna has more than 15 years of experience in the solid waste and recycling service industry.

Creating Sales Department Policies and Programs, Creating Marketing campaigns, manages the digital marketing campaigns, social media management, social image of the company and brand awareness.

During her tenure at Choice Environmental she managed the Dade County School board Recycling Education program making presentations & logging the recycling tonnages daily for the duration of the contract. She managed the city of Miami Beach Bulk service, coordinating scheduled pickups via residential call in, creating accounts for each resident monitoring the amount of bulk they were having removed. Managed and dispatched her driver to the sites in a timely fashion and routed them on zone specific days.

Managed the Village of Key Biscayne Customer Service team, tending to residents and dispatching work orders to the route drivers on daily basis.

Experience

Great Waste & Recycling Service, Opa Locka, FL

2011- Today

Sales & Marketing Manager

Responsible for managing the sales team along with implementing and creating all Marketing campaigns. Creates and implements special marketing materials for Municipalities and Events as needed.

Choice Environmental Services of South Florida Inc., Miami, FL

2008-2011

Recycling Coordinator for Dade County School Board

Customer Service Manager for the Village of Key Biscayne

Bulk Waste Coordinator for the City of Miami Beach

C&C Waste Removal, Miami, FL

2005- 2008

Administrative Assistant, Customer Service, Email Marketing

**EXHIBIT "B"
PROPOSAL**

Amber Piccinonna

Purchasing & Payables Manager

954-496-2762 | Amber@Great-Waste.com

Main Focus

Responsible for purchasing all equipment, including but not limited to, trucks, containers and carts ensuring a timely delivery date.

Skills & Abilities

Miss Piccinonna has more than 12 years of experience in the solid waste and recycling service industry. Managerial experience managing the AP team. Documents manages and runs reporting for the PO log system, Balances the company PO budget, communicates, and cultivates vendor relationships with current and prospective vendors. Organized, managed, and dispatched roll off service on a National Level including but not limited to service in the following states, Florida, Tennessee, Mississippi, and Michigan. Miss Piccinonna maintained an extensive vendor database for service throughout the states listed above as well as the rest of the country. Her efficiency, organization, communication and well documentation helped her build and cultivate customer and vendor relationships during the operating years at American Waste Solutions.

Experience

Great Waste & Recycling Service, Opa Locka, FL	<i>2011- Today</i>
Payables Manager, Purchasing	
Oversees the Payables team, Responsible for all PO and Budgeting	
American Waste Solutions, Miami, FL	<i>2008-2011</i>
Owner and Operator	

**EXHIBIT "B"
PROPOSAL**



Program Manager Professional References

Reference No. One (1):

Mr. Aria Austin, Director Public Works, City Of Opa Locka
12950 N.W. 42nd Avenue
Opa-Locka Florida 33054
T (305) 953-2828

E-Mail: aaustin@opalockafl.gov

Relationship: Carlo Piccinonna met Mr. Aria Austin while he was working as the General Manger for the Miami Division of Choice Environmental Services. They worked very closely together on the startup and service of the City of Opa-Locka residential contract in 2009 and continue that relationship today with Great Waste being selected as one of two exclusive commercial haulers.

Reference No. Two (2):

Mr. Albert Zamora, Assistant Public Works Director-Sanitation, City of Coral Gables
2800 S.W. 72nd Avenue
Miami Florida 33155
T (305) 460-5124

E-Mail: azamora@coralgables.com

Relationship: Carlo Piccinonna met Mr. Al Zamora while he was working as the General Manger for the Miami Division of Choice Environmental Services. They worked very closely together on the startup and service of the City of Miami Beach residential contract while Mr. Zamora was the directors of solid waste for Miami Beach, contract consisted of recycling, solid waste, yard waste, and bulk services. The city hauler before Choice was using a sub for bulk, they had 6-7 trucks on the road 6 days a week, in an effort to streamline this service Mr. Piccinonna suggested a call in bulk service using one bulk truck 6 days a week, this reduced the amount of trucks on the road daily, and allowed each service to be tracked which was reported to the city monthly
(personal recommendation letter attached)

Reference No. Three (3):

Mr. Paul Muriello
Miami Dade County (Retired)
C (305) 283-4241

Relationship: Carlo Piccinonna has worked with Mr. Paul Muriello for over 30 years, during his time as the Director of Solid Waste for Miami Dade County. In 2005 Carlo won a section of the County for clean-up and worked very closely with Mr. Muriello during the county wide clean up efforts through the aftermath of Hurricane Wilma. Mr. Muriello chose Mr. Piccinonna to serve on the County's 50-year plan committee back in 2014-2015

Reference No. Four (4):

Mr. Neil Rodrigue, President
Choice Environmental Service (2004-2013)
T (407) 902-1353

(personal recommendation letter attached)

6710 Main Street, Suite 237 Miami Lakes, FL 33014
P-305-688-6188
www.great-waste.com

**EXHIBIT "B"
PROPOSAL**



October 12, 2020

RE: LETTER OF RECOMMENDATION Carlo PICCINONNA

To Whom it may Concern:

This Letter serves to recommend Mr. Carlo Piccinonna for his expertise and management skills of solid waste and recycling industry.

Mr. Piccinonna served as the General Manager at Choice Environmental Services (Choice). In December 2009 , Choice was awarded the residential contract for the City of Miami Beach and as acting Sanitation Director facilitated the transition , contract consisting of (6500) Residential homes requiring twice a week service and four bulk waste pick-ups on an annual basis. Additionally, the contract calls for daily operation of the City's... green waste facility. Mr. Piccinonna was also in charge of providing trash removal and recycling services to Commercial and Multifamily units as Choice is one of the Cities Franchise Hauler.

Our experience with Mr. Piccinonna was very good from the start, prior to the commencement of the contract; we met to go over the transition from the previous hauler to Choice . Mr. Piccinonna was very receptive to our concerns, he explained in detail what would take place, he answered all our questions, promptly, and professionally regarding the transition and ongoing operation.

The transition went without incident, everything was done exactly as he said it would be, we had no interruption in service, and complaints from our residences where nonexistent.

I strongly recommend Mr. Piccinonna to perform any task put before him, he is very knowledgeable of the industry, detailed, and motivated to get it done right the first time.

Respectfully,

**Al Zamora
T (305) 460-5124**

6710 Main Street, Suite 237 Miami Lakes, FL 33014
P-305-688-6188
www.great-waste.com

EXHIBIT B - Page 33 of 78

**EXHIBIT "B"
PROPOSAL**



For: Mr. Carlo Piccinonna

**Village of Key Biscayne
RFP No. 2020-63
88 West McIntyre Street,
Suite 230
Key Biscayne, FL 33149**

Residential/Commercial Experience Verification Solid Waste and Recycling.

To Procurement,

Please accept this letter of confirmation of Solid Waste and Recycling experience for Carlo Piccinonna from Great Waste and Recycling Services LLC. and Industry experience in the Solid Waste and Recycling Industry operating in Florida. Operating as President of Choice Environmental Services, I strongly recommend Carlo Piccinonna based on his past residential and Commercial experience as follows:

- 1. Highlands County: 600 S. Commerce Ave Sebring Florida 33870, 15,000 Residential Units and 200 Commercial Accounts Thru 2011.**
- 2. Lee County: 6431 Topaz Court Fort Myers Florida 33966, Region #5- 47,500 Residential Units thru 2011.**
- 3. Collier County: 106 1st Street South Immokalee 34142, 5652 Residential Units thru 2011.**
- 4. City of Naples: P.O. Box 370 Naples 34106, 6056 Residential Units Operating thru 2011.**
- 5. Town of Lauderdale by the Sea: 4501 N. Ocean Drive Lauderdale-by-the-Sea 33308, 1500 Residential Units and 200 Commercial Operating thru 2011.**
- 6. City of Fort Lauderdale: 100 N. Andrews Fort Lauderdale 33301, 36,191 Residential Units Operating thru 2011.**
- 7. City of Miami Beach: 1700 Convention Center Drive Miami Beach 33139, 6700 Residential Units 400 Commercial thru 2011.**
- 8. Village of Key Biscayne: 88 West McIntyre Street Key Biscayne 33149, 1300 Residential Units Operating Dates thru 2011.**

I am confident that Great Waste and Recycling Services LLC. team of managers meets and exceeds all requirements for this "RFP" to provide residential collection and disposal services for The Village of Key Biscayne, based on past and current qualifications.

Sincerely,

Nell Rodrigue

**Cell: (407) 902-1353
President, (Previous) Choice Environmental**

**6710 Main Street, Suite 237 Miami Lakes, FL 33014
P-305-688-6188
www.great-waste.com**

EXHIBIT B - Page 34 of 78

EXHIBIT "B"
PROPOSAL



V I L L A G E O F K E Y B I S C A I Y N E

Department of Public Works

Village Council
Franklin H. Caplan, *Mayor*
Mayra P. Lindsay, *Vice Mayor*
Michael W. Davey
Theodore J. Holloway
Michael E. Kelly
Ed London
James S. Timmer

Director
Jud Kurlancheck, AICP

Superintendent
Tony O. Brown

February 11, 2013

To whom it may concern,

This notification serves as a recommendation letter for Mr. Carlo Piccinonna for his expertise and management of solid waste and recycling services.

In 2009 the Village of Key Biscayne awarded Choice Environmental Services the solid waste contract as the successful bidder. The contract consisted of providing bi-weekly solid waste, weekly recycling, and monthly bulk pick up services to approximately 1,300 single family dwellings.

Mr. Piccinonna was the General Manager at Choice Environmental Services. Mr. Piccinonna ensured a smooth transition by explaining in detail the process, adhering to schedule, answering all our inquiries promptly and professionally.

Mr. Piccinonna is very knowledgeable of the industry, detailed and motivated to get the job done right the first time. Mr. Piccinonna was very responsive to our demands and suggestions, while performing an excellent quality of work.

We wish Mr. Piccinonna the best in his new endeavor and are confident he will take a good care of his customers.

Sincerely yours,



Mariana Dominguez-Hardie
Special Projects Coordinator

EXHIBIT "B"
PROPOSAL



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PUBLIC WORKS Sanitation Division
Tel: 305-673-7616, Fax: 305-673-7627

February 7, 2013

RE: LETTER OF RECOMMENDATION CARLO PICCONONNA

To whom it may concern:

This letter serves to recommend Mr. Carlo Piccononna for his expertise and management skills of solid waste and recycling industry.

Mr. Piccononna served as the General Manager at Choice Waste. In December 2009 Choice was awarded the residential contract for The City of Miami Beach, the contract consisting of (6500) residential homes requiring twice a week service and four bulk pick-ups on an annual basis, in addition the contract calls for the daily operation of the City's green waste facility. Mr. Piccononna was also in charge of providing trash removal and recycling services to Commercial and multifamily units as Choice is one of our Franchise haulers.

Our experience with Mr. Piccononna was very good from the start, prior to the commencement of the contract; we met to go over the transition from the previous hauler to Choice. Mr. Piccononna was very receptive to our concerns, he explained in detail what would take place, he answered all of our questions, promptly, and professionally in regards to the transition.

The transition went without incident, everything was done exactly as he said it would be, we had no interruption in service, and complaints from our residents were nonexistent.

I would recommend Mr. Piccononna to perform any task put before him, he is very knowledgeable of the industry, detailed, and motivated to get it done right the first time.

Respectfully,


Al Zamora
Sanitation Division Director

We are committed to providing excellent public services and refer to all who work, and pay, a sincere and best effort.

EXHIBIT "B"
PROPOSAL



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Martin Karp, Vice Chair
Dr. Dorothy Bendross-Mindingall
Susie V. Castillo
Dr. Lawrence S. Feldman
Dr. Steve Gallon III
Lubby Navarro
Dr. Marta Pérez
Mari Tere Rojas

January 22, 2019

Letter of Recommendation for Mr. Carlo Piccinonna and Great Waste

To Whom It May Concern:

I have known Mr. Carlo Piccinonna since April 2008 when he assumed the leadership of Choice Environmental Services to manage operations during the period of contract (July 2005 — June 2010) with Miami-Dade County Public Schools for providing recycling and solid waste services to over 350 schools and facilities. And now under our present contract with Great Waste providing daily solid waste services to over 180 locations.

As with the old contract and with the present contract, Mr. Piccinonna has always strived to provide the best service possible as enforced by the fact that my office has not received one complaint about service since Great Waste started in January 2017. Also, after Hurricane Irma last year, Great Waste was instrumental in our overall effort to restore our schools to normalcy in providing expedient service beyond measure.

In my 30 years of overseeing the solid waste services contracts for Miami-Dade County Public Schools I have interacted with some of the top 5 waste companies in America and none of them can compare with the leadership and level of service that Mr. Piccinonna and Great Waste are providing now.

I am confident that Mr. Piccinonna and Great Waste will meet and exceed any requirement.

If you require additional information, please do not hesitate to contact me.

Sincerely,

Alfredo Sardiñas
Director II, Energy Cost
Miami-Dade County Public Schools
305-995-1550
energy@dadeschools.net

District Inspections, Operations & Emergency Management
School Board Administration Building • 1450 N.E. 2nd Ave. • Suite 548 • Miami, FL 33132
305-995-1550 • 305-371-3123 (FAX) • www.dadeschools.net

EXHIBIT B - Page 37 of 78

EXHIBIT "B"
PROPOSAL



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Steve Gallon III, Vice Chair
Dr. Dorothy Bendross-Mindingall
Susie V. Castillo
Dr. Lawrence S. Feldman
Dr. Marlin Karp
Dr. Lubby Navarro
Dr. Marta Pérez
Mari Tere Rojas

October 1, 2020

Letter of Recommendation For Great Waste

To Whom It May Concern:

This letter is my recommendation for Great Waste. I have been an employee of Miami-Dade County Public Schools (M-DCPS) for 32 years in the Department of District Inspections, Operations & Emergency Management. In those years I have worked closely with Mr. Alfredo Sardinias who supervised the daily operations of solid waste and recycling for M-DCPS. Mr. Sardinias has retired, and I have now taken on that role.

Since March 2020, the COVID 19 Pandemic has brought many changes to M-DCPS in ALL areas including solid waste. Great Waste has provided the best service possible as enforced by my office. We have received few complaints about service during this time. In my years of assisting Mr. Sardinias with overseeing the solid waste services contracts for M-DCPS, I have interacted with some of the top 5 waste companies in America and none of them can compare with the leadership and level of service that Great Waste provides. I am confident that Great Waste will meet and exceed any requirements.

If you require additional information, please do not hesitate to contact me.

Sincerely,

Cheryl A. Akinlotan
Administrative Assistant II
(305) 995-1550

**EXHIBIT "B"
PROPOSAL**



TECHNICAL APPROACH AND UNDERSTANDING

Great Waste understands the needs of the Village having serviced it in the past, to ensure these needs are met efficiently and with safety in mind, we have instituted the following service measures, protocols, and practices.

- Adding an additional truck so we can handle the residential service in three days vs six days
- Utilizing two helpers will have the truck able to service both sides of the street making one pass rather than two passes
- Adding the second truck will reduce the amount homes each truck does thus ensuring the trucks being out of the Village in a timely manner
- ***OPTION:** Offer call in bulk service rather than having the residents randomly set out bulk, this will have the residents calling in and scheduling their bulk pick-up prior to bulk week. This is just one of many ways we could handle bulk, the goal is safety by limiting the amount of trash on the street, and trucks in the Village

The above practices will be in place to reduce the time our equipment will be in the Village, the management team at Great Waste understands that limited exposure is the key to a safe operation. In addition, the information listed below will further ensure Great Waste's commitment to an efficient and safe operation while servicing the Village of Key Biscayne.

***OPTION-** this is a suggested option for Bulk Services and can be discussed further should the Village be interested.

**EXHIBIT "B"
PROPOSAL**



RESIDENTIAL SERVICE / PROPOSED ROUTING

The hours of operation will be from 7:00AM to no later than 7:00PM, although a normal day would be from 7:00AM to about 2:00PM to 3:00 PM.

Great Waste will use a semi-automated system to service your residents solid waste, yard waste and recycling. Each truck will have a team of one driver, and two helpers, there will be two trucks in the Village, one truck will service the North Zone, the other the South Zone.

Solid Waste and Yard Waste service will take place every Tuesday and Friday, yard waste will be serviced on both pick-up days as an added value, and at no additional cost to the Village.

Recycling will be serviced on Wednesdays, with one truck servicing the North Zone, and the other servicing The South Zone.

Bulk Waste will be serviced the third week of each month

On the day of service, or the night before all residents will place their cans out at the curb.

There will be two zones for residential waste and recycling services, they will be identified in the tri-fold pamphlet that all residents shall receive prior to commencement of service, this will explain the days of service for the waste pick-up, and the bulk pick-up.

DISPOSAL / PROCESSING FACILITIES

Great Waste will use the following facilities to process and dispose of all material hauled from the Village of Key Biscayne

Solid Waste / Yard Waste – Pembroke Park Transfer, 1899 SW 31st Ave Hallandale Beach FL 33009

Recycling – First Place Recycling, 7320 NE 1st PL Miami FL 33138

Bulk - First Place Recycling, 7320 NE 1st PL Miami FL 33138

**EXHIBIT "B"
PROPOSAL**



TRANSITION - PHASING IN THE RESIDENTIAL PORTION OF THE NEW CONTRACT

With our principals having phased in your residential service for Choice Environmental back in 2009, it will give Great Waste a huge advantage, they are the very same people that will do this now. Cedric Castophney, Lead Supervisor at Choice at the time, Mark McWilliams, Operations Manager at Choice at the time, and Carlo Piccinonna, General Manager at Choice at the time, are now with Great Waste, and will be responsible for the implementation of your new contract.

Great Waste will assume the maintenance and replacement of all existing roll-out carts, prior to the start of this new contract Great Waste will survey the existing Carts identifying any that require replacement or repair, and at all times will have an ample supply of carts available for the duration of the contract

Prior to the start of the contract (at least 2 weeks) a letter will be mailed to all residents, introducing the new company, all pertinent information regarding the company, including the name of the person that will be responsible for handling the operation of village contract going forward.

Prior to the contract starting (at least 2 weeks) we will mail a tri-fold or bi-fold pamphlet that identifies each zone, the days of service for each zone, the bulk week for each zone, these pamphlets will also be available at Village hall at least two weeks prior to the start of the contract as well as the duration of the contract.

Residents can also request a pamphlet and we will deliver to their door

Please see example of a custom Bi-Fold Pamphlet on the following page

Great Waste will use no subcontractors for this contract.

6710 Main Street, Suite 237 Miami Lakes, FL 33014
P-305-688-6188
www.great-waste.com

EXHIBIT B - Page 41 of 78

EXHIBIT "B"
PROPOSAL



Keep Bayside Marketplace Clean and Beautiful!

- 📍 @GreatWaste
- 📍 @PaulieGWaste
- 📍 GreatWasteService

Congratulations!

Great Waste and Recycling Services, LLC will be the new service provider for Bayside Marketplace beginning October 1st 2016. Providing new updated recycling technology along with an additional "Recycling Cardboard Compactor" located in the North East area behind the Hard Rock Cafe.

Tenants will be required to transport materials to the onsite dedicated containers separated by material type that will maintain program compliance along with cost reductions.

305.688.6188
www.great-waste.com

YOUR ONE STOP WASTE AND RECYCLING SERVICE PROVIDER

INFORMATION & POINT OF CONTACT	DISPOSAL PROCEDURE
<p>Bayside Marketplace clients will be provided with a personal ID for each location along with a confidential pin number (1) identifying each location access and program participation.</p> <p>All Clients will be able to contact Great Waste with any questions or concerns 24 hours a day 7 days a week at the custom email for Bayside Marketplace clients only.</p> <p>Bayside@Great-Waste.com</p>	<ol style="list-style-type: none"> 1 Enter Client Personal ID Pin Number (1) onto Key Pad. 2 Once Entered the Door will be released, Dispose of Waste Materials (Bags). 3 Close Door. Once the door has been closed the compaction cycle will be activated. 4 Repeat Procedure from STEP 1 – STEP 3, until all of our Waste Materials have been disposed of.
PROCEDURES	RECYCLING PROCEDURE
<p>Compactors are equipped with a locking access door. Once the tenant enters its personal ID code into the key pad, the door will release for the client to place the trash into the hopper, client will close the door, once the door closes it will automatically activate the compaction cycle.</p> <p>This procedure is repeated until all the clients waste and recycling materials have been processed.</p>	<ol style="list-style-type: none"> 1 Enter Client Personal ID Pin Number (1) onto Key Pad. 2 Once Entered the Door will be released, dispose of Recycling Materials (Bags). 3 Close Door. Once the door has been closed the compaction cycle will be activated. 4 Repeat Procedure from STEP 1 – STEP 3, until all of our Recycling Materials have been disposed of.
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>305.688.6188 www.great-waste.com</p> </div> </div>	<p>YOUR ONE STOP WASTE AND RECYCLING SERVICE PROVIDER</p>

6710 Main Street, Suite 237 Miami Lakes, FL 33014
P-305-688-6188
www.great-waste.com

**EXHIBIT "B"
PROPOSAL**



PROGRAM PROMOTION

Prior to the start of the service all personnel will tour the village to become accustomed with the logistics, supervisor shall have commercial drivers run mock routes to become familiar with each location making sure to note all surroundings and identify any hazards that might exist when servicing that location. Residential drivers will drive every street in the village to become familiar with the logistics and help create the daily routes, in addition identify all elderly / handicapped sites that will require back door / side door service.

All personnel including those in the office will be required to attend weekly operational meetings that will be held at least 30 days prior to the start of the contract to get everyone in tune to the services we provide, policies, procedures as it pertains to the village contract, and our overall approach to getting the job done.

EXHIBIT "B"
PROPOSAL



CUSTOMER SERVICE AND OPERATIONS

QUALITY CONTROL

At the end of each day the operations manager shall meet with the supervisor, and anyone else involved in servicing the village that day (driver, helper whomever involved) they will discuss the events of the day and any issues that might have occurred, if there were any issues they will place into effect protocol to ensure that this particular issue does not happen again.

Should there be an issue with the supervisor the operations manager shall make the visit to the resident / customer, collect all information, report back to the GM at such time a meeting will take place between the drivers to resolve the issue, and protocol will be placed in effect to ensure that this issue does not happen again.

To ensure on-going customer satisfaction weekly meetings will take place between the Program Manager, the Operations Manager, and the Supervisor assigned to Village of Key Biscayne, in addition the Supervisor will meet the drivers and helpers each morning before they start, and at the end of the day.

The Program Manager will work closely with the Office manager to ensure proper billing practices occur, in addition that communication between customer service, and the supervisor are occurring in the most efficient way ensuring the up-most customer satisfaction.

CUSTOMER SERVICE / COMPLAINT PLAN

All resident / customer complaints shall be reported to our customer service department, each resident / customer will be provided with a specific phone number and contract specific e-mail address. For example, KeyBiscayne@Great-Waste.com this will ensure a prompt response to all complaints or needs from the residents of the Village of Key Biscayne in a time efficient manner.

Upon receiving the complaint our customer service department will log and dispatch to the supervisor within 15 minutes of the call, supervisor shall respond in person within one hour, and collect all information, all issues will have a resolution before the supervisor leaves the property.

SPECIALIZED SERVICE

Great Waste will provide service to those residents that the village deems **IN-NEED OF ASSISTANCE, (handicapped or elderly)** for these residents Great Waste will service as back door if needed, service will be on the regular pick-up day for these residents located in the zone being serviced that day.

EMERGENCY SERVICE

In the event of an emergency all that is needed is a phone call, as we have in the past we will respond within one hour of your call, as back up you will have Mr. Piccinonna's cell phone which is on 24-7, 954-496-3540, we would ask that whomever makes the call have all pertinent information so as to assist us in producing the most desired result. Should the initial call come to Mr. Piccinonna or not he will be on site to assist the team in resolving any emergency that might occur.

6710 Main Street, Suite 237 Miami Lakes, FL 33014
P-305-688-6188
www.great-waste.com



EXHIBIT "B"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: RRL Insurance Agency, 4450 W Eau Gallie Blvd., #115, Melbourne FL 32934. CONTACT NAME: Tara Carney, PHONE: 321-421-6308, FAX: (A/C. No):, E-MAIL: tcarney@rrl-ins.com, ADDRESS: tcarney@rrl-ins.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Westchester Surplus Lines (NAIC # 10172), INSURER B: Seneca Insurance Company (10936), INSURER C: Security National Insurance Co (19879), INSURER D: National Fire Insurance of Hartford, INSURER E: Prime Insurance (12568), INSURER F:

COVERAGES CERTIFICATE NUMBER: 399550856 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSH LTR, TYPE OF INSURANCE, ADJL, SUBH, INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: C COMMERCIAL GENERAL LIABILITY (LIMITS: \$1,000,000), AUTOMOBILE LIABILITY (LIMITS: \$1,000,000), D UMBRELLA LIAB (LIMITS: \$5,000,000), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (LIMITS: \$), Equipment Floater (LIMITS: \$1,000,000).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is named as additional insured with respect to the operations of the named insured only. RE: 2020-63 Solid Waste Collection Services

CERTIFICATE HOLDER: Village of Key Biscayne Florida, 88 West McIntyre Street, Key Biscayne FL 33149. CANCELLATION 30 Days. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Paul [Signature]

EXHIBIT "B"

CERTIFICATE OF LIABILITY INSURANCE						Date 10/12/2020												
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5662			This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.															
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691			Insurers Affording Coverage		NAIC #													
			Insurer A: Lion Insurance Company		11075													
			Insurer B:															
			Insurer C:															
			Insurer D:															
Insurer E:																		
Coverages																		
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.																		
INSR LTR	ADCL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits												
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$												
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$												
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence \$ Aggregate \$												
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71849	01/01/2020	01/01/2021	<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> WC Statutory Limits</td> <td style="text-align: center;"><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTHER		E.L. Each Accident		\$1,000,000	E.L. Disease - Ea Employee		\$1,000,000	E.L. Disease - Policy Limits		\$1,000,000
<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTHER																	
E.L. Each Accident		\$1,000,000																
E.L. Disease - Ea Employee		\$1,000,000																
E.L. Disease - Policy Limits		\$1,000,000																
Other			Lion Insurance Company to A.M. Best Company rated A (Excellent). AMB # 12616															
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 07-65-304 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": <p align="center">Great Waste and Recycling Services, LLC</p> Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certficabas@lioninsurancecompany.com Project Names ISSUE 05-22-16 (MT), REISSUE 01-12-20 (KLT)																		
CERTIFICATE HOLDER			CANCELLATION															
VILLAGE OF KEY BISCAYNE 88 WEST MCINTYRE ST., Ste. 220 KEY BISCAYNE, FL 33149			Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.															

**EXHIBIT "B"
PROPOSAL**



Project Understanding

Great Waste has familiarized itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Great Waste will give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Great Waste.

Great Waste has not had any municipal service contracts discontinued for Proposer's services within the past five (5) years.

Litigation Statement

Great Waste has completed and submitted the Dispute Disclosure Questionnaire and provided a statement that no litigation or regulatory action has been filed against Great Waste's firm in the last three (3) years and is included in the Response.

Litigation History

Great Waste warrants to Village that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract within the past Five (5) years of this RFP issue date.

Great Waste has not had any Litigation within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning Great Waste's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP.

Great Waste has not had any Bankruptcy petitions filed by or against the Corporation or any predecessor organizations.

Great Waste has not had any arbitration or civil or criminal proceedings.

Great Waste has not had any suspension of contracts or debarment from Bidding by any public agency brought against the Corporation in the last five (5) years.

Choice of Law

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall

EXHIBIT "B"
PROPOSAL



apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

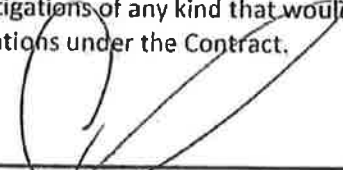
Governing Law/Venue

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami- Dade County.

Great Waste agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Village. Great Waste agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

Warranty

Great Waste is not insolvent, is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind that would have an adverse effect on its ability to perform its obligations under the Contract.



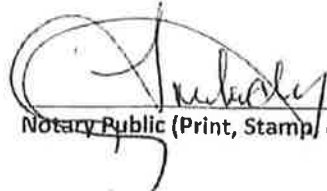
Carlo Piccinonna, CEO/Managing Member

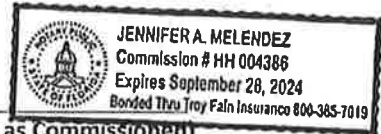
October 10th, 2020
Date

State of Florida
County of Miami-Dade

On this 10th day of October, 2020 before me the undersigned, personally appeared Carlo Piccinonna, whose name is subscribed to the within instrument, and he acknowledge that he executed it.

Witness my hand and official seal:





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

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath

**EXHIBIT "B"
PROPOSAL**

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Title: Solid Waste Collection Services

Solicitation No.: RFP 2020-63

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

Addendum No. <u>1</u>	Dated <u>9/30/2020</u>
Addendum No. <u>2</u>	Dated <u>10/13/2020</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

No Addendum Issued for this Solicitation

Firm's Name: Great Waste and Recycling Service LLC

Authorized Representative's Name: Carlo Pinninonna

Title: CEO/Managing Member

Authorized Signature: 

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PROPOSAL



VILLAGE OF KEY BISCAYNE

RFP 2020-63
Solid Waste Collection Services

Addendum #1

Due Date: October 14, 2020

This addendum is incorporated into and made a part of the above-referenced solicitation. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the solicitation, which take precedence over the solicitation documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications:

1. Clarification of specific events for this solicitation are as follows:

No.	Event	Date
1	Closing Date for Respondent to Submit Questions	10/2/2020
2	Village's Answers to Questions by Respondents	10/7/2020
3	Proposals Due	10/14/2020 @ 4:00 pm

Questions and Answers

1. Is it mandatory to provide pricing for both curbside and sideyard service models?

Response: Yes, it is mandatory to provide pricing for both curbside and sideyard service models. The Village will present both models to Village Council, allowing them to determine their preferred level of service.

2. Will the Village permit subcontracting for bulk service?

Response: Yes, the Village will allow subcontracting for bulk service; subcontracting will not be allowed for either garbage collection or recycling.

Acknowledgment:

Carlo Piccinonna
Name of Signatory

CEO/Managing Member
Title

October 3rd, 2020
Date

Great Waste & Recycling Service LLC
Name of Respondent

EXHIBIT "B"
PROPOSAL



VILLAGE OF KEY BISCAYNE

RFQ 2020-63

Solid Waste Collection Services

Addendum #2

Due Date: October 15, 2020

This addendum is incorporated into and made a part of the above referenced solicitation. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the solicitation, which take precedence over the solicitation documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications:

1. The bid deadline is hereby extended to October 15, 2020, at 4:00 pm.
2. Section 2.6. (a), # 1 on page 13 – 4th of July Event has been amended as follows: Contractor shall supply the Village with a 40' roll-off container or equivalent and forty (40) corrugated receptacles for the 4th of July Event at no additional charge or cost, and provide collection and disposal services for Garbage and Recyclable Materials.
3. Section 2.6, (a), # 2 on page 13- Lighthouse Run Event has been amended as follows: Contractor shall supply the Village with a 10' roll-off container or equivalent with fifteen (15) wheeled garbage carts for the Lighthouse Run that takes place on the second Saturday in November, at no additional charge or cost, and provide collection and disposal services for Garbage and Recyclable Materials.
4. Section 2.6, (a), # 3 on page 13- Special Event Receptacles has been amended as follows: Contractor shall supply the Village with forty (40) corrugated receptacles, size 18 x 18 x 36" with a 50-gallon capacity at no additional charge or cost.
5. Section 2.8 (b) Vehicles, page 15: Conversion to CNG vehicles is no longer required in the base bid.
6. Section 2.23 Drop-Off Centers on page 19 is no longer required in the base bid; this has been amended to be listed as an additional service.
7. Section 2.6, Collection from Village Facilities on page 13- Garbage, Solid Waste, and Yard Trash pick-up has been reduced from three (3) times per week to two (2) times per week.
8. Section 2.23, Drop Off Center on page 19, has been amended on the Bid Form to be listed as "Additional Services."
9. Section 2.24, Suspension of Solid Waste and Recycling Collection on page 20, has been amended as follows:

"Pick-up days will not be reduced by holidays but may be combined or moved to the ~~following day~~ next weekday. Bulk Pick-ups normally scheduled on holidays will be rescheduled on the next weekday."

EXHIBIT "B"
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VILLAGE OF KEY BISCAYNE

10. Section 3.4 (page 23) C (a) List of Clients has been revoked and amended as follows: Proposer must include a list of all public clients for the past three (3) years prior to the issuance of this RFP.

Questions and Answers

1. Sect. 1.14 (page 7) Terms of Agreement "The Respondent, by submission of its Response, agrees to the terms and conditions contained in the contract attached hereto as Attachment "A", ("Contract") and further agrees to execute the Contract without change. Notwithstanding, the Village, in its sole discretion, reserves the right to negotiate the final contract price or any terms and conditions. Responses that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive". Will the Village consider exceptions?

Response: No, Proposals conditioned upon acceptance of terms will be rejected as non-responsive.

2. The RFP does not allow for a rate increase during the first three (3) years and the two one (1) year Extensions, for both rates and time, and it is unilateral. Will the Village consider modifying the renewal options to be bilateral?

Response: No.

3. Sect. 2.2.13 (page 9) Commingles- "Commingles refers to a system in which all paper, plastics, glass, metals, and other containers are mixed together". What type of containers?

Response: Recycling containers.

4. Sect. 2.3 (page 11) Collection of Household Garbage states "...Contractor will additionally be required to collect up to two (2) 30-gallon bags". In order to reduce costs, will the Village consider eliminating the two (2) 30-gallon bag requirement, as this will allow for true automated collection and reduce an aesthetic eye-sore?

Response: The Village has added an alternate bid item that assumes the two (2) 30-gallon bag requirement is eliminated. This item is called the Automated Collection (No Loose Bags).

5. Sect. 2.3 (page 11) Collection of Household Garbage states "A minimum of two (2) public information campaigns is required annually". Can the Village clarify what type of public information campaign format is acceptable (i.e.- print, magazine, website, email blast)?

Response: At least one format must be printed and received by all Village residents receiving service; the Village will allow the other formats in addition to this. Samples of the Proposer's public information material are requested in the RFP under the Technical Approach, Understanding Section and points are allocated to consider the quality of the Proposer's approach to providing public information.

6. Sect. 2.6 (page 13) regarding Collection from Village Facilities – Will the Village consider reducing the collection to two (2) times per week?

Response: Please see clarification # 7 above.

EXHIBIT "B"
PROPOSAL



VILLAGE OF KEY BISCAIYNE

7. Sect. 2.6 (page 13) (a) Special Collection Projects / Events, states "The Village sponsors at least two (2), but no more than five (5), community events each year". Does the Village have an estimate of what resources would be needed in the case that there are three (3) additional events?

Response: No, but the Village would require special event receptacles listed. Please see clarification # 4 above for the updated specification.

8. Sect. 2.8 (page 15) Vehicles, states "No advertising will be permitted on vehicles". Does this exclude the Company's name, logo, etc.?

Response: Yes, the Proposer may display their company name, logo, and business information on their vehicles.

9. Sect. 2.21 (page 19) Education Services - "Contractor agrees to provide at minimum one (1) tour of the Contractor's recycling facility..." How would this work if the winning Contractor does not have a recycling facility?

Response: The Contractor shall agree to make arrangements to provide the Village a minimum of one (1) tour of the recycling facility the Contractor uses.

10. Sect. 2.24 (Page 20) Would the Village consider listing Christmas Day as the only non-collection service day, as this will minimize the number of times that a different route/crew will have to service the Village after a holiday?

Response: Yes, see clarification # 9 above.

11. Sect. 2.25 (Page 20) Disaster Services- Would the Village consider adding the following language: "Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties due to a named storm event or under a declared "State of Emergency" (FEMA status), the Contractor will be eligible for additional compensation...?"

Response: Yes.

12. Sect 3.4, K (Page 22) Response / Qualification Package / Requirements (Litigation)—In lieu of a complete list of litigation, which includes minor accidents, employee terminations, and routine collection matters, may the Proposer focus on litigation and regulatory matters filed by governmental entities?

Response: Yes, the Village agrees that the primary focus should be on litigation and regulatory matters filed by governmental entities. Any litigation that remotely touches upon the Proposer's performance of the requested services or its ability to perform must be disclosed.

13. Sect. 3.4 (page 23) C (a) List of Clients- This requires disclosure of all public and private clients for the past three years prior to the issuance of this RFP. Proposer has thousands of private customers in Florida. We ask that this provision be limited to governmental entities within the last three (3) years.

Response: Please see clarification # 10 above.

EXHIBIT "B"
PROPOSAL



VILLAGE OF KEY BISCAYNE

14. Sect. 3.4 (page 25) N (a) Financial Statements & (b) Recent Dunn & Bradstreet Report- This requires disclosure of certified financial statement and most recent D & B report if available. Can the Proposer provide the financial statements required by the Securities & Exchange Commission: annual report, 10K, 10Q to satisfy the financial disclosure?

Response: Yes.

15. Would the Village consider modifying the Contract to include a Force Majeure provision?

Response: No.

16. Sect. 8.1 (Page 3) Termination states "The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause". Would the Village consider allowing more flexibility? Should the Contractor not be compensated for the cost of carts or other expenses if no fault of the Contractor in this instance (Section 2.8 states, "Contractor shall assume responsibility for all carts")?

Response: No.

17. Does the Contractor have to supply each resident with a brand-new cart, or will he assume maintenance of existing carts and be responsible for the replacement at no additional cost to the Village and/or the resident?

Response: The Contractor will assume maintenance of existing carts and bear responsibility for damaging or misplacing the residents' carts. However, the Village reserves the right to direct the Contractor to supply new carts Village-wide at the unit price listed in the Bid Form.

18. Please confirm who currently owns the carts?

Response: The Village.

19. Sect. 2.8 (b) (page 15), third paragraph, says the Contractor will be required to transition to either CNG or Electric-powered vehicles within one (1) year from the start of the Contract. Will the Village remove this requirement and allow proposers to utilize more standard and proven equipment that will allow more proposers to participate, and limit issues with daily service?

Response: Yes, this requirement has been eliminated.

20. Sect. 3.2, number 2 (page 22) states that "Respondent must have provided satisfactory service on at least three (3) solid waste or trash collection contracts, demonstrated through three (3) verifiable client references from public entities of the same or greater size than Key Biscayne, within the past five (5) years prior to the issuance of this RFP. Will the Village change this requirement, leaving out the five (5) years, to state " a Respondent must show that they have proven experience in the Waste and Recycling industry, and have dealt with at least three (3) government entities of the same or greater size as the Village in that time?"

Response: Yes, the Village will accept this proposal.

EXHIBIT "B"
PROPOSAL



VILLAGE OF KEY BISCAYNE

21. What is the targeted Commencement date?

Response: The Village targets December 1, 2020, to be operating under the new Contract with the award to be held on October 27, 2020.

22. Is the unit count 1,284 only single-family residences?

Response: The unit count 1,284 consists of the total number of single-family residences and duplexes that will receive service.

23. Is there a limit on bulk or yard waste allowed to be placed at the curb by the resident?

Response: The Village has no defined limit at this time.

24. Is the Contractor required to service bulk or yard waste generated by a commercial vendor if left at the curb of a residence?

Response: The Contractor will be required to remove waste generated on the property, whether by a commercial vendor, such as a landscaper, or the property. Suppose commercial waste is generated off the property and is being disposed of on the property. In that case, the Contractor must immediately report this information along with its reasoning and/or evidence to the Village for Code Enforcement.

25. If the respondent has been providing solid waste or trash collection services for over 18 years maintaining the same FEIN number but recently underwent a name change, will the respondent be eligible for award?

Response: Yes, but the Proposer must provide evidence of a registered name change with the Florida Division of Corporations.

26. Can the spare truck run on conventional fuel?

Response: Yes.

27. On the bid form, column I, what does the Village expect as "description"?

Response: The bid form has been amended, and the description column has been eliminated.

28. Does the Village have an Inter-local Agreement with Miami Dade County for Disposal?

Response: No.

29. Please confirm that the rate quoted is a per pick up rate.

Response: Yes, the rate we are seeking is per a pick-up. This number will be multiplied by the number of pick-ups per year and the quantity of 1,284 Single Family and Duplex residences.

EXHIBIT "B"
PROPOSAL



VILLAGE OF KEY BISCAYNE

30. Will the Contractor be billing per pick up as it is being quoted on the bid forms?

Response: The Contractor will invoice the Village once a month for pick-ups completed in the prior month.

31. Pricing Forms for Additional Services: The Village asks for Multi-Family, Commercial, Roll-offs, and Compactors. Please clarify whether or not those services are not included in this Contract?

Response: These services are not included in this exclusive Contract. The Village is looking to provide pricing for its commercial and multi-family residences.

32. Can the Village simplify the commercial service units for roll-off and have one-line item for each container size? For example, all roll-offs are billed by the pick-up plus the cost of disposal?

Response: The Village will not alter the bid form, though the Contractor may provide the same price for multiple lines.

33. Under Commercial Service, is the Village seeking weekly quotes? For example, the frequency is all 52 weeks. So, if there is a 2yd going three times a week, are we to multiply the 2yd rate three times for that weekly rate? To simplify the bid form, will the Village consider a monthly rate?

Response: The Village is seeking pricing for the Contractor's weekly rates. The Village will not alter the bid form to convert to monthly rates.

34. Sect. 2.23 (page 19) Drop-off Center:

Please see clarification # 8 above.

a. Does the Village have a site identified?

Response: No.

b. Will the Village allow residents to drop off at the center?

Response: Yes.

c. What will be the days/hours of service?

Response: Saturdays, from 8:00 a.m. to 12:00 p.m. Any other time will be at the Contractor's discretion.

d. Will the site be secured?

Response: The Contractor is responsible for securing the site and ensuring it remains safe for residents.

e. Will the site need to be manned?

Response: Yes.

EXHIBIT "B"
PROPOSAL



VILLAGE OF KEY BISCAYNE

f. Will residents need to show I.D. to prove they are Village residents?

Response: Yes.

g. Will the site be open to single-family homes, multi-family residents, apartment residents, and commercial establishments?

Response: Yes, except for commercial establishments.

h. Who will be responsible for establishing/enforcing rules if an individual is told they cannot dump?

Response: The Contractor will be responsible for establishing and enforcing these rules.

i. What happens if residents or others place hazardous materials or otherwise dangerous materials at the drop-off site?

Response: The Contractor is responsible for ensuring hazardous or otherwise dangerous materials are not left at the drop-off site.

j. Does the Drop Off Center need to be located in the Village?

Response: No, however, the Drop Off center must be located in Miami-Dade County.

k. Can the Village provide a location for the Drop Off Center?

Response: No. Contractor will need to contract with private entities or provide its site.

l. Will the Village reconsider the Drop Off Center and replace it with a scheduled annual event for Household Hazardous Waste?

Response: No.

Acknowledgment:

Carlo Piccinonna

Name of Signatory

Managing Member

Title

10/13/2020

Date

Signature

Great Waste

Name of Respondent

EXHIBIT "B"
PROPOSAL

CERTIFICATE OF AUTHORITY (IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of Great Waste and Recycling Service LLC, a corporation organized and existing under the laws of the State of Florida, held on the 31st day of May, 2020, a resolution was duly passed and adopted authorizing (Name) Carlo Piccinonna as (Title) CEO/Managing Member of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of October, 2020.

Secretary: _____

President: _____

Print Name: Carlo Piccinonna

Print Name: Carlo Piccinonna

CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Partners of _____, a partnership organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Partner: _____

Partner: _____

Print Name: _____

Print Name: _____

**EXHIBIT "B"
PROPOSAL**

CERTIFICATE OF AUTHORITY (IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name) _____, Individually and doing business as
(d/b/a) _____ (If Applicable) have executed and am
bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

In the presence of:

Witness #1:

Signature: _____

Print: _____

Witness #2:

Signature: _____

Print: _____

**EXHIBIT "B"
PROPOSAL**

ACKNOWLEDGMENT


State of Florida

County of Miami-Dade

On this 10th day of October, 2020, before me the undersigned,
personally appeared Carlo Piccinonna, whose name(s) is/are
subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:





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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

EXHIBIT "B"
PROPOSAL

FORM CD
COMPANY DECLARATION FORM

I certify that any and all information contained in this Response is true. I certify that this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the solicitation and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Great Waste and Recycling Service LLC

FIRM NAME

3051 NW 129th Street, Opa Locka, Florida 33054

PRINCIPAL BUSINESS ADDRESS

(305) 688-6188

TELEPHONE

(786) 515-1049

FACSIMILE

carlo@great-waste.com

EMAIL ADDRESS

45-2478744

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Miami-Dade, Florida Licence No. 8832029/Renewal No. 7105745

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

Carlo Olcinonna

NAME

CEO/Managing Member

TITLE

AUTHORIZED SIGNATURE

**EXHIBIT "B"
PROPOSAL**

**FORM SEA
SINGLE EXECUTION AFFIDAVITS**

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

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

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

By: _____

For (Name of Proposing or Bidding Entity): Great Waste and Recycling Service LLC

Whose business address is: 3051 NW 129th Street, Opa Locka, Florida 33054


And (if applicable) its Federal Employer Identification Number (FEIN) is: 45-2479744

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

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply
with, and assure that any subcontractor, or third party contractor under this project complies with all
applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to
employment, provision of programs and services, transportation, communications, access to facilities,
renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213
and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III,
Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications;
and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-
553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

CP 
Proposer Initials

Form SEA

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**EXHIBIT "B"
PROPOSAL**

Public Entity Crimes Affidavit

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

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

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

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives,
Form SEA


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PROPOSAL

partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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


Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of Interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.


Proposer Initials

Business Entity Affidavit


Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest

Form SEA

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EXHIBIT "B"
PROPOSAL

In the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.


Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.


Proposer Initials

Scrutinized Company Certification

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

EXHIBIT "B"
PROPOSAL

certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this solicitation. 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.


CR

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Respondent warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Proposer/Bidder warrants that it has read, understands, and is willing to comply with all requirements of ITB/RFP No. XXXX-XX and any addendum/addenda related thereto. (RFP No. 2020-63)
3. Proposer/Bidder warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. Proposer/Bidder warrants that all information provided by it in connection with this Proposal is true and accurate.

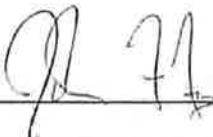

CP

Proposer Initials


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

**EXHIBIT "B"
PROPOSAL**

In the presence of:



Witness #1 Print Name: John Ferguson



Witness #2 Print Name: Stephen Blumenthal

Signed, sealed and delivered by:



Print Name: Carlo Piccinonna

Title: CEO/Managing Member

ACKNOWLEDGMENT


State of Florida

County of Miami-Dade

On this 10th day of October, 2020, before me the undersigned,
personally appeared Carlo Piccinonna, whose name(s) is/are subscribed
to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:





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

- Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

**EXHIBIT "B"
PROPOSAL**

Financial Stability

Great Waste has the financial resources to successfully perform under this contract including access to the necessary capital for additional equipment purchases to provide service and sustain this contract for the term duration. We would be happy to sit with Village Staff and provide them whatever assurances are necessary, including setting up calls with our bank to confirm availability of capital.

Corporate Disclosure Statement

Great Waste has provided a statement of the company's financial stability. Great Waste has no current or prior bankruptcy proceedings. Great Waste has provided the most recent Two (2) Years of annual financial Reports including Balance Sheets, Income Statements and a Statement of Cash Flows signed by the Individual Firm or Corporation for Years Ended 2018 and 2019. Included as well are the Balance Sheets and Profit & Loss Statements for the first six months of the Year 2020.

Financial Statements (attached below)

EXHIBIT "B" PROPOSAL

Question Set 1: Qualifications

Question Set 1 Instructions

Please use the Response column for short answers to the question asked and the Comment column to provide additional clarification if necessary. Some questions have been set to not allow a comment. Those questions will be marked red beside the comment indicating a comment is not allowed. For questions that require long answers, please choose the "See Comment" option and include the longer answer in the Comment field.

#	Question	Response	Comment
Company Profile			
1.1.1	How many years has your company been in business under its current name and ownership?	9	
1.1.2	How many years has your company provided services consistent with those requested in this RFP?	9	
1.1.3	What is your company's primary business?	Solid Waste & Recycling Collection Services	
1.1.4	Type of Company:	Corporation	
1.1.5	Federal Employer Identification Number (FEIN):	45-2479744	
1.1.6	Date registered to conduct business in Florida:	8/08/2011	
1.1.7	Primary Office Location:	6710 Main Street, Ste. 237, Miami Lakes, FL 33014	
1.1.8	Local Office Location (if same as primary, please indicate so):	3051 NW 129th Street, Opa Locka, FL 33054	
1.1.9	Will all goods/services be provided out of the local office location? If not, then indicate what other office services will be provided from:	Yes	
1.1.10	Total Number of Employees:	66	
Ownership			
1.2.1	Identify all owners or partners of the company (Provide Name, Title, and Percent Ownership):	See Comment	Carlo Piccinonna, CEO/Managing Member 50%, Rodney Walters Member 50%
1.2.2	Is any identified owner an owner of another company? (If yes, identify the name of the owner and the other company name, and the ownership interest)	No	
Signing Authority			
1.3.1	Identify all individuals authorized to sign on behalf of the company, indicating their level of signing authority. (Include name, title, and signing authority Ex. AJ, Cost up to \$ Amount, No-Cost, Other)	See Comment	Carlo Piccinonna, CEO/Managing Member 50%, Rodney Walters Member 50%
Contract Information			
1.4.1	Identify the five (5) most recent contracts in which your company has provided services to other public entities. Include the entity's name and a contact person.	See Comment	Miami-Dade Public Housing & Community Development - Indra Rajkumar-Futch (786) 469-4104; Miami-Dade County Public School - Cheryl A. Akinlotan (305) 995-1550; City of Opa Locka - Aria Austin (305) 953-2668; Town of Miami Lakes - Daniel Angel (305) 558-0382; and Miami-Dade International Airport - Robert Birdwell (305) 876-0247
Insurance			
1.5.1	Insurance Carrier Name:	RRL Insurance Agency	
1.5.2	Insurance Carrier Address:	4450 W. Eau Gallie Blvd, Ste. 115, Melbourne, FL 32934	
1.5.3	Provide the number of insurance claims paid out in the last five years:	There have not been any significant claim relating to the services in this RFP	
1.5.4	Provide the total value of insurance claims paid out in the last five years:	Not-Applicable	
18 Questions		100.00% Complete	

EXHIBIT "B" PROPOSAL

Question Set 2: Client References

Question Set 2 Instructions

Respondent shall provide the information requested for the its verifiable client references as required in the solicitation documents. Respondent may not use the same reference for more than one (1) project/contract and confidential references shall not be included.
References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Entities having an affiliation with the Respondent (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as references under this solicitation.
References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Village will attempt to contact each reference by telephone no less than three times. In the event the contact person indicated cannot be reached following three attempts or is unwilling to provide the requested information, the reference will be considered "unverified" for purposes of this RFP. It is the Proposer's responsibility to provide complete and accurate information for each reference, the Village will not correct incorrectly supplied information. No claim of lack of information or error will relieve Respondent of this responsibility.
The Village reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Respondent is a "responsible vendor", as defined in section 287.012(25), Florida Statutes, as may be amended from time to time."

Question	Response	Comment
Client Reference 1		
2.1.1 Name of Client Organization:	Miami Dade Public Housing and Community Development	
2.1.2 Contact Person Name:	Indra Rajkumar-Futch	
2.1.3 Contact Person Title:	PHCD Procurement Development Manager	
2.1.4 Contact Department:	Procurement	
2.1.5 Contact Telephone:	(786) 469-4164	
2.1.6 Contact Email:	ind@mtainmiami.gov	
2.1.7 Contract Start Date:	12/01/2014	
2.1.8 Contract End Date:	08/01/2022	
2.1.9 Is the Contract still active?	Yes	
2.1.10 Scope of Work (Provide as much detail as possible):	See Comment	Solid Waste Collections and Disposal Services for Municipal Services Department and Miami-Dade Housing Authority. Contract providing solid waste & recycling services to more than 10,000 HUD Properties throughout the County.
Client Reference 2		
2.2.1 Name of Client Organization:	Miami-Dade County Public Schools	
2.2.2 Contact Person Name:	Cheryl A. Akinlotan	
2.2.3 Contact Person Title:	Administrative Assistant II	
2.2.4 Contact Department:	Operations	
2.2.5 Contact Telephone:	(305) 995-1550	
2.2.6 Contact Email:	Chakinlotan@dsdcschools.net	
2.2.7 Contract Start Date:	01/17/2017	
2.2.8 Contract End Date:	12/31/2021	
2.2.9 Is the Contract still active?	Yes	
2.2.10 Scope of Work (Provide as much detail as possible):	See Comment	Solid Waste Collections and Disposal Services for 169 Public Schools and other institutions
Client Reference 3		
2.3.1 Name of Client Organization:	City of Opa Locka	
2.3.2 Contact Person Name:	Arlin Austin	
2.3.3 Contact Person Title:	Director	
2.3.4 Contact Department:	Utilities	
2.3.5 Contact Telephone:	(305) 953-2888 Ext. No. 1214	

EXHIBIT "B" PROPOSAL

2.3.6	Contact Email:	austin@orakata.com
2.3.7	Contract Start Date:	08/01/2019
2.3.8	Contract End Date:	08/01/2024
2.3.9	Is the Contract active?	Yes
2.3.10	Scope of Work (Provide as much detail as possible):	See Comment Solid Waste Collections and Disposal Services for Commercial Services Department. Commercial providing residential containerized and commercial solid waste and disposal services to residential multi-family and business entities throughout the City.

30 Questions

100.00% Complete

EXHIBIT "B" PROPOSAL

Question Set 3: Dispute Disclosure

Question Set 3 Instructions

Answer the questions herein with a Yes or No answer. If you answer "Yes", to any of the questions, explain the context surrounding the dispute, the nature of the dispute, the outcome or status of the dispute, and the monetary amounts, delay, or contract extension involved in the comment. If additional explanation is necessary, please upload a separate document with your response under the DD Attachment option. You further acknowledge by submitting a response that all statements made in response to these questions are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of your response.

	Question	Response	Comment
3.0.1	Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?	No	
3.0.2	Has your firm, or any member of your firm, been declared in default, assessed liquidated damages, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?	No	
3.0.3	Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?	No	
3.0.4	Has your firm or any of its officers, been under investigation, charged, or convicted by any law enforcement agency or public entity for violations of the law, other than traffic violations?	No	
3.0.5	Has your firm, or any of its principals, failed to qualify as a responsible Proposer/Bidder on any solicitation in the past five (5) years?	No	
3.0.6	Has your firm, or any of its principals, declared bankruptcy or reorganized under Chapter 11?	No	
5 Questions		100.00% Complete	

EXHIBIT "B" PROPOSAL

Question Set 4: Key Staff

Question Set 4 Instructions

Respondent shall answer the following questions for each proposed Key Staff member. Include as much relevant detail as possible for each individual. There are question sets for up to 10 Key Staff members. If your company does not intend on proposing 10 Key Staff members, please insert "N/A" into the Response column for question sets in excess of the team being proposed.

#	Question	Response	Comment
Project/Program Manager			
4.1.1	What is the name of the individual that will serve as the Program/Project Manager ("PM")?	Carlo Piccinone	
4.1.2	What is the PM's job title?	General Manager	
4.1.3	How many years of experience does the PM have?	40	
4.1.4	How many years of program/project management experience does the PM have?	40	
4.1.5	How many years has the PM been employed with your company?	9	
4.1.6	Please list any relevant licenses (including license number) and certifications the PM has:	N/A	
4.1.7	Does the PM have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	No	
Key Staff Member 1			
4.2.1	Please provide this staff member's name:	Jimmy Finley	
4.2.2	Please provide this staff member's job title:	Site Manager	
4.2.3	What role will this staff member fill for this contract?	Site Manager	Responsible for hauling, operations, truck maintenance and container shop
4.2.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes	
4.2.5	How many years of experience does this staff member have?	30	
4.2.6	How many years has this staff member been with their current employer?	9	
4.2.7	Please list any relevant licenses (including license number) and certifications this staff member has:	N/A	
4.2.8	Does this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	No	
Key Staff Member 2			
4.3.1	Please provide this staff member's name:	Wise Hernandez	
4.3.2	Please provide this staff member's job title:	Business Development	
4.3.3	What role will this staff member fill for this contract?	Public Outreach	Public outreach program, education, presentation, recycling education and implementation
4.3.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes	
4.3.5	How many years of experience does this staff member have?	40	
4.3.6	How many years has this staff member been with their current employer?	8	
4.3.7	Please list any relevant licenses (including license number) and certifications this staff member has:	N/A	
4.3.8	Does this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	No	
Key Staff Member 3			

EXHIBIT "B" PROPOSAL

4.4.1	Please provide this staff member's name:	Steve Marotte	
4.4.2	Please provide this staff member's job title:	Safety and Driver Training Manager	
4.4.3	What role will this staff member fill for this contract?	Safety and Driver Training Manager	Responsible for the Driver Drug and Alcohol Program
4.4.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes	
4.4.5	How many years of experience does this staff member have?	34	
4.4.6	How many years has this staff member been with their current employer?	2	
4.4.7	Please list any relevant licenses (including license number) and certifications this staff member has:	N/A	
4.4.8	Does this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	No	

Key Staff Member 4

4.5.1	Please provide this staff member's name:	Angela Saccenti	
4.5.2	Please provide this staff member's job title:	Controller & Office Manager	
4.5.3	What role will this staff member fill for this contract? :	Customer Programs	Responsible for Hiring Programs, Customer Service, Billing & collections
4.5.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes	
4.5.5	How many years of experience does this staff member have?	15	
4.5.6	How many years has this staff member been with their current employer?	9	
4.5.7	Please list any relevant licenses (including license number) and certifications this staff member has:	N/A	
4.5.8	Does this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	No	

Key Staff Member 5

4.6.1	Please provide this staff member's name:	Amanda Piccinonna	
4.6.2	Please provide this staff member's job title:	Sales & Marketing Manager	
4.6.3	What role will this staff member fill for this contract?	Customer Service and Public Outreach Programs	
4.6.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes	
4.6.5	How many years of experience does this staff member have?	15	
4.6.6	How many years has this staff member been with their current employer?	9	
4.6.7	Please list any relevant licenses (including license number) and certifications this staff member has:	N/A	
4.6.8	Does this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	No	

Key Staff Member 6

4.7.1	Please provide this staff member's name:	Amber Piccinonna	
4.7.2	Please provide this staff member's job title:	Procurement Manager/ Payables	
4.7.3	What role will this staff member fill for this contract?	Equipment Procurement	

EXHIBIT "B" PROPOSAL

4.7.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes
4.7.5	How many years of experience does this staff member have?	10
4.7.6	How many years has this staff member been with their current employer?	9
4.7.7	Please list any relevant licenses (including license number) and certifications this staff member has.	N/A
4.7.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	No

Key Staff Member 7

4.8.1	Please provide this staff member's name.	John Ferguson	
4.8.2	Please provide this staff member's job title.	Municipal Marketing & Contract Compliance	
4.8.3	What role will this staff member fill for this contract?	Contract Compliance	Assist in the Transition and Start-up of the Contract. Oversee Contract compliance.
4.8.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes	
4.8.5	How many years of experience does this staff member have?	34	
4.8.6	How many years has this staff member been with their current employer?	1	
4.8.7	Please list any relevant licenses (including license number) and certifications this staff member has.	N/A	
4.8.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	No	

Key Staff Member 8

4.9.1	Please provide this staff member's name.	Mark McWilliams	
4.9.2	Please provide this staff member's job title.	Assistant Site Manager	Manages, Container shop, Welding Shop, Compactor repairs and Installs. Assists Jimmy in Administrative duties on site.
4.9.3	What role will this staff member fill for this contract?	Contract Start-Up	extremely familiar with the start-up at the Village of Key Biscayne from past start-up in 2009. Will assist Program Manager in the implementation and transition of Great Waste services.
4.9.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes	
4.9.5	How many years of experience does this staff member have?	35	
4.9.6	How many years has this staff member been with their current employer?	8	
4.9.7	Please list any relevant licenses (including license number) and certifications this staff member has.	N/A	
4.9.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	N/A	

Key Staff Member 9

4.10.1	Please provide this staff member's name.	Cedric Castophony	
4.10.2	Please provide this staff member's job title.	Operations Manager	Oversees the daily Operation, Manages Roll-Off and Commercial Department including Supervisors, Drivers, Helpers, Dispatch and Routing.
4.10.3	What role will this staff member fill for this contract?	Operations Manager	Manage the Drivers, Helpers and Routing during implementation and throughout the duration of the contract.
4.10.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes	
4.10.5	How many years of experience does this staff member have?	20	

EXHIBIT "B" PROPOSAL

4.10.6	How many years has this staff member been with their current employer?	9
4.10.7	Please list any relevant licenses (including license number) and certifications this staff member has:	NA
4.10.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	N/A

Key Staff Member ID		
4.11.1	Please provide this staff member's name:	NA
4.11.2	Please provide this staff member's job title:	NA
4.11.3	What role will this staff member fill for this contract?	NA
4.11.4	Is this staff member employed by your company? If not, please provide the name of the employer.	N/A
4.11.5	How many years of experience does this staff member have?	NA
4.11.6	How many years has this staff member been with their current employer?	NA
4.11.7	Please list any relevant licenses (including license number) and certifications this staff member has:	NA
4.11.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	N/A

87 Questions

100.00% Complete

EXHIBIT "B" PROPOSAL

Question Set 5: Proposed Subcontractors

#	Question	Response	Comment
Subcontractor 1			
5.1.1	Company Name of Subcontractor.	NA	
5.1.2	Subcontractor Address:	NA	
5.1.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	NA	
5.1.4	Subcontractor's license number.	NA	
Subcontractor 2			
5.2.1	Company Name of Subcontractor:	NA	
5.2.2	Subcontractor Address:	NA	
5.2.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	NA	
5.2.4	Subcontractor's license number:	NA	
Subcontractor 3			
5.3.1	Company Name of Subcontractor	NA	
5.3.2	Subcontractor Address:	NA	
5.3.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	NA	
5.3.4	Subcontractor's license number:	NA	
Subcontractor 4			
5.4.1	Company Name of Subcontractor.	NA	
5.4.2	Subcontractor Address:	NA	
5.4.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	NA	
5.4.4	Subcontractor's license number:	NA	
Subcontractor 5			
5.5.1	Company Name of Subcontractor:	NA	
5.5.2	Subcontractor Address:	NA	
5.5.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	NA	
5.5.4	Subcontractor's license number:	NA	
Subcontractor 6			
5.6.1	Company Name of Subcontractor.	NA	
5.6.2	Subcontractor Address:	NA	
5.6.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	NA	
5.6.4	Subcontractor's license number:	NA	
Subcontractor 7			
5.7.1	Company Name of Subcontractor:	NA	
5.7.2	Subcontractor Address:	NA	

EXHIBIT "B" PROPOSAL

5.7.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment	NA
5.7.4	Subcontractor's license number:	NA
Subcontractor 8		
5.8.1	Company Name of Subcontractor:	NA
5.8.2	Subcontractor Address:	NA
5.8.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment	NA
5.8.4	Subcontractor's license number:	NA
Subcontractor 9		
5.9.1	Company Name of Subcontractor:	NA
5.9.2	Subcontractor Address:	NA
5.9.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment	NA
5.9.4	Subcontractor's license number:	NA
Subcontractor 10		
5.10.1	Company Name of Subcontractor:	NA
5.10.2	Subcontractor Address:	NA
5.10.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	NA
5.10.4	Subcontractor's license number:	NA
40 Questions		100.00% Complete

EXHIBIT "C"
PICK-UP SCHEDULE

South Side (south of McIntyre)

Solid Waste pick-up will be two times weekly, Monday, and Thursday, one cart, two loose bags per pick-up

Yard Waste – every Thursday, all yard waste must be bundled, and placed at the curb, no more than 5 feet in length, no more than 50 pounds per bundle, 2 cubic yard maximum per pick-up

Recycling Pick-up will be one time weekly, every Wednesday, one cart per pick-up, any cardboard boxes must be flattened, bundled, and left at the curb on day of service **NOTE: all cans, glass bottles, plastic bottles, and paper should be placed loose in cart, Recycling plants do not accept recyclables in plastic bags**

Bulk Pick-up will be the 2nd full week of each month, and split into two sections, from West McIntyre North to West Heather, pick-up day will be Tuesday, and from West Heather North to Harbor Dr on Wednesday, all piles should be placed out for pick-up by end of day Monday for Tuesday pick-up, and end of day Tuesday for Wednesday pick-up

North Side (north of McIntyre)

Solid Waste pick-up will be two times weekly, Tuesday, and Friday, one cart, two loose bags per pick-up

Yard Waste – every Friday, all yard waste must be bundled, and placed at the curb, no more than 5 feet in length, no more than 50 pounds per bundle 2 cubic yard maximum per pick-up

Recycling Pick-up will be one time weekly, every Wednesday, one cart per pick-up, any cardboard boxes must be flattened, bundled, and left at the curb on day of service **NOTE: all cans, glass bottles, plastic bottles, and paper should be placed loose in cart, Recycling plants do not accept recyclables in plastic bags**

Bulk Pick-up will be the 2nd full week of each month, and split into two sections, from West Mashta Dr South to the water, pick-up day will be Thursday, and from West McIntyre south to West Mashta on Friday, all piles should be placed out for pick-up by end of day Wednesday for Thursday pick-up, and end of day Thursday for Friday pick-up

White Goods

All white Goods containing freon (Refrigerators, Freezers) will be by appointment only, resident shall call or e-mail **(phone number and e-mail will be listed on brochure)** customer service to make an appointment providing address, contact, and phone number, Item (s) will be placed at the curb the night before scheduled pick-up.

**EXHIBIT "D"
FEE SCHEDULE**

GREAT WASTE & RECYCLING SERVICE LLC					
			Total Cost		1,495,449.12
			Single-Family Residential		846,618.24
			Bid Alternate (Automated Collection)		648,830.88
#	Items	Quantity	Frequency per Year (Weeks)	Unit Price	TotalCost
#1-1	Garbage Collection Sideyard	1284	104	4.69	626,283.84
#1-2	Recycling Collection Sideyard	1284	52	1.14	76,115.52
#1-3	Bulk Collection Curbside	1284	12	9.36	144,218.88
				Total	846,618.24
#2-1	Automated Collection (No Loose Bags) Service	1284	104	4.33	578,210.88
#2-2	96 Gallon Automated Cart	1284	1	55.00	70,620.00

**EXHIBIT "D"
FEE SCHEDULE**

ADDITIONAL SERVICES			GREAT WASTE & RECYCLING SERVICE LLC		
#	Items	Est. Quantity Required	Frequency per Year (Weeks)	Unit Price	Total
#1-1	Curbside Collection (Garbage, Recycling, and Bulk)	1284	104	4.33	578,210.88
3					
#3-1	Containers (1 CY)	1	52	19.98	1,038.96
#3-2	Containers (2 CY)	1	52	32.97	1,714.44
#3-3	Containers (3 CY)	1	52	49.46	2,571.92
#3-4	Containers (4 CY)	1	52	47.96	2,493.92
#3-6	Containers (6 CY)	1	52	53.96	2,805.92
#3-8	Containers (8 CY)	1	52	63.95	3,325.40
#3-20	Compactor (1 CY)	1	52	49.46	2,571.92
#3-21	Compactor (2 CY)	1	52	82.44	4,286.88
#3-22	Compactor (3 CY)	1	52	123.65	6,429.80
#3-23	Compactor (4 CY)	1	52	119.91	6,235.32
#3-25	Compactor (6 CY)	1	52	134.90	7,014.80
#3-27	Compactor (8 CY)	1	52	159.88	8,313.76
4					
#4-1	Containers (1 CY)	1	52	39.97	2,078.44
#4-2	Containers (2 CY)	1	52	59.95	3,117.40
#4-3	Containers (3 CY)	1	52	96.65	5,025.80
#4-4	Containers (4 CY)	1	52	87.93	4,572.36
#4-6	Containers (6 CY)	1	52	95.93	4,988.36
#4-8	Containers (8 CY)	1	52	127.90	6,650.80
#4-20	Compactor (1 CY)	1	52	99.92	5,195.84
#4-21	Compactor (2 CY)	1	52	149.88	7,793.76
#4-22	Compactor (3 CY)	1	52	241.62	12,564.24
#4-23	Compactor (4 CY)	1	52	219.83	11,431.16
#4-25	Compactor (6 CY)	1	52	239.82	12,470.64
#4-27	Compactor (8 CY)	1	52	319.75	16,627.00
5					
#5-1	Containers (1 CY)	1	52	59.95	3,117.40
#5-2	Containers (2 CY)	1	52	83.76	4,355.52
#5-3	Containers (3 CY)	1	52	116.91	6,079.32
#5-4	Containers (4 CY)	1	52	95.93	4,988.36
#5-6	Containers (6 CY)	1	52	143.49	7,461.48
#5-8	Containers (8 CY)	1	52	191.85	9,976.20
#5-20	Compactor (1 CY)	1	52	149.88	7,793.76
#5-21	Compactor (2 CY)	1	52	209.40	10,888.80
#5-22	Compactor (3 CY)	1	52	292.28	15,198.56
#5-23	Compactor (4 CY)	1	52	239.82	12,470.64
#5-25	Compactor (6 CY)	1	52	359.72	18,705.44
#5-27	Compactor (8 CY)	1	52	479.63	24,940.76
6					
#6-1	Containers (1 CY)	1	52	79.94	4,156.88
#6-2	Containers (2 CY)	1	52	103.92	5,403.84
#6-3	Containers (3 CY)	1	52	155.88	8,105.76
#6-4	Containers (4 CY)	1	52	127.90	6,650.80
#6-6	Containers (6 CY)	1	52	191.85	9,976.20
#6-8	Containers (8 CY)	1	52	239.82	12,470.64
#6-20	Compactor (1 CY)	1	52	199.85	10,392.20
#6-21	Compactor (2 CY)	1	52	259.80	13,509.60
#6-22	Compactor (3 CY)	1	52	389.70	20,264.40

**EXHIBIT "D"
FEE SCHEDULE**

#6-23	Compactor (4 CY)	1	52	319.75	16,627.00
#6-25	Compactor (6 CY)	1	52	479.63	24,940.76
#6-27	Compactor (8 CY)	1	52	599.54	31,176.08
7					
#7-1	Containers (1 CY)	1	52	99.92	5,195.84
#7-2	Containers (2 CY)	1	52	119.99	6,239.48
#7-3	Containers (3 CY)	1	52	179.86	9,352.72
#7-4	Containers (4 CY)	1	52	159.99	8,319.48
#7-6	Containers (6 CY)	1	52	239.82	12,470.64
#7-8	Containers (8 CY)	1	52	299.77	15,588.04
#7-20	Compactor (1 CY)	1	52	249.81	12,990.12
#7-21	Compactor (2 CY)	1	52	299.98	15,598.96
#7-22	Compactor (3 CY)	1	52	449.65	23,381.80
#7-23	Compactor (4 CY)	1	52	399.97	20,798.44
#7-25	Compactor (6 CY)	1	52	599.54	31,176.08
#7-27	Compactor (8 CY)	1	52	749.42	38,969.84
8					
#8-1	Containers (1 CY)	1	52	128.86	6,700.72
#8-2	Containers (2 CY)	1	52	143.89	7,482.28
#8-3	Containers (3 CY)	1	52	215.83	11,223.16
#8-4	Containers (4 CY)	1	52	191.85	9,976.20
#8-6	Containers (6 CY)	1	52	287.78	14,964.56
#8-8	Containers (8 CY)	1	52	359.72	18,705.44
#8-20	Compactor (1 CY)	1	52	322.15	16,751.80
#8-21	Compactor (2 CY)	1	52	359.72	18,705.44
#8-22	Compactor (3 CY)	1	52	539.58	28,058.16
#8-23	Compactor (4 CY)	1	52	479.63	24,940.76
#8-25	Compactor (6 CY)	1	52	719.45	37,411.40
#8-27	Compactor (8 CY)	1	52	899.31	46,764.12
9					
#9-1	Containers (1 CY)	1	52	139.89	7,274.28
#9-2	Containers (2 CY)	1	52	167.87	8,729.24
#9-3	Containers (3 CY)	1	52	251.81	13,094.12
#9-4	Containers (4 CY)	1	52	223.83	11,639.16
#9-6	Containers (6 CY)	1	52	335.74	17,458.48
#9-8	Containers (8 CY)	1	52	419.68	21,823.36
#9-20	Compactor (1 CY)	1	52	349.73	18,185.96
#9-21	Compactor (2 CY)	1	52	419.68	21,823.36
#9-22	Compactor (3 CY)	1	52	629.52	32,735.04
#9-23	Compactor (4 CY)	1	52	559.57	29,097.64
#9-25	Compactor (6 CY)	1	52	839.35	43,646.20
#9-27	Compactor (8 CY)	1	52	1,049.14	54,555.28

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

Account Number: 1149340			Site Name: 2442320020221 NORTH			Site Address: 450 WEST MATHESON DRIVE, KEY BISCAYNE, FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>						
6/29/22 9:37 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- LATE PUT OUT. AREA WAS SERVICED AFTER 8:AM Followup completed on Jul 6 2022 7:52AM by user COREASP\GWRDavidBa						
Account Number: 1140360			Site Name: 2442320030010 NORTH			Site Address: 300 CARIBBEAN ROAD, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>						
7/13/22 9:00 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS NEW OWNERS. NEEDS 1 REC AND 1 TRASH. PLEASE CONFIRM AND DELIVER. Followup completed on Jul 19 2022 9:26AM by user COREASP\GWRDavidBa						
		<u>Completed</u> 7/13/22 12:00 am DELIVERED						
Account Number: 1140380			Site Name: 2442320030110 NORTH			Site Address: 323 CARIBBEAN ROAD, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>						
8/26/22 11:14 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT STATES NEW OWNERS RESIDENT REQUESTING 1 TRASH CAN 1 REC CAN PLEASE SEND SUPERVISOR TO INVESTIGATE Followup completed on Aug30 2022 7:58AM by user COREASP\GWRDavidBa						
		<u>Completed</u> 8/26/22 12:00 am SERVICED 8-26-2022						
Account Number: 1140470			Site Name: 2442320030190 NORTH			Site Address: 379 CARIBBEAN ROAD, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>						
1/4/22 1:03 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT REQUEST NEW TRASH CAN CAN DELIVERED						
Account Number: 1143520			Site Name: 2442320030250 NORTH			Site Address: 325 GULF ROAD, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>						
1/4/22 10:40 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE HAS NOT BEEN PICKED UP IN WEEKS. RESIDENT ADMITTED TO HAVING MULTIPLE CANS PLEASE SEND SUPERVISOR TO INVESTIGATE. FOLLOWUP COMPLETED ON JAN 4 2022 1:03PM BY USER COREASP\GWRDAVIDBA						
Account Number: 1143580			Site Name: 2442320030300 NORTH			Site Address: 365 GULF ROAD, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>						
1/4/22 2:14 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT NEEDS 1 - TRASH - 1 -REC CAN Followup completed on Jan 7 2022 8:49AM by user COREASP\GWRDavidBa						
		<u>Completed</u> 1/4/22 3:00 pm DELIVERED						
Account Number: 1143600			Site Name: 2442320030330 NORTH			Site Address: 379 GULF ROAD, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>						
8/17/22 8:31 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED GARBAGE. RESIDENT CLAIMS SIDE YARD SERVICE PLEASE SEND SUPERVISOR TO INVESTIGATE CONFIRM AND SERVICE IF NEED BE. PLEASE PROVIDE PICTURES.						
		<u>Completed</u> 8/17/22 12:00 am SERVICED						

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

Account Number	Site Name	Site Address
1146850	2442320030430 NORTH	345 PACIFIC ROAD, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
8/9/22 11:50 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- TREES WERE BEING TRIMMED. ARE STILL SERVICED
<u>Completed</u>	8/9/22 12:00 am	DOOR HANGER LEFT
1139070	2442320030490 NORTH	390 ATLANTIC ROAD, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
6/28/22 1:07 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS TO NEED NEW REC CAN. PLEASE CONFIRM AND DELIVER.
<u>Completed</u>	6/28/22 12:00 am	DELIVERED
2/25/22 9:41 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP8\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS THEY NEED TRASH CAN EXCHANGE. PLEASE CONFIRM AND SWAP IF NEED BE Followup completed on Mar 8 2022 9:59AM by user COREASP\GWRDavidBa
<u>Completed</u>	2/25/22 12:00 am	DEL
1150530	2442320040250 NORTH	485 WARREN LANE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
2/9/22 8:17 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS TO NEED NEW REC CAN. PLEASE CONFIRM AND DELIVER IF NEED BE. Followup completed on Feb 21 2022 3:09PM by user COREASP\GWRDavidBa
<u>Completed</u>	2/9/22 12:00 am	delivered
1150490	2442320040270 NORTH	465 WARREN LANE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
4/15/22 9:51 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CALIMS TRASH CAN IS BROKEN. PLEASE CONFIRM AND EXCHANGE IF NEED BE. CLAIMS LID IS GONE Followup completed on Apr 19 2022 7:42AM by user COREASP\GWRDavidBa
<u>Completed</u>	4/15/22 12:00 am	DELIVERED
3/3/22 11:53 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP7\SQL-NODE02.COREASP.COM\CCSI_GWR-RESIDENT CLAIMS THEY NEED GARBAGE CAN EXCHANGE. PLEASE SEND SUPERVISOR TO INVESTIAGTE AND EXCHANGE IF NEED BE Followup completed on Mar 14 2022 10:56AM by user COREASP\GWRDavidBa
<u>Completed</u>	3/3/22 12:00 am	DELIVERED
1150410	2442320040310 NORTH	425 WARREN LANE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
3/28/22 12:33 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP10\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE WAS MISSED. PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON MAR 29 2022 4:13PM BY USER COREASP\GWRDAVIDBA
1144030	2442320040350 NORTH	412 HAMPTON LANE, KEY BISCAYNE FL 33149

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

<u>Entered</u>	<u>Type</u>	<u>Comment</u>
8/10/22 9:52 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS REC CAN IS BROKEN. PLEASE CONFIRM AND EXCHANGE IF NEED BE. CONFIRM WHEN EXCHANGED FOLLOWUP COMPLETED ON AUG 1 2022 2:41PM BY USER COREASP\GWRDAVIDBA
Account Number: 1144120 Site Name: 2442320040500 NORTH Site Address: 455 HAMPTON LANE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
5/2/22 8:47 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS GARBAGE WAS MISSED. 4-26-2022 Completed 5/2/22 12:00 am SERVICED 4/26/2022
Account Number: 1144100 Site Name: 2442320040510 NORTH Site Address: 445 HAMPTON LANE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
6/27/22 1:00 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS GARBAGE WAS MISSED THURSDAY. PLEASE CONFIRM AND SERVICE FOLLOWUP COMPLETED ON JUN 29 2022 9:22AM BY USER COREASP\GWRDAVIDBA Completed 6/27/22 12:00 am SERVICED
Account Number: 1144040 Site Name: 2442320040540 NORTH Site Address: 415 HAMPTON LANE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
5/23/22 7:59 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED GARBAGE FROM FRIDAY. THIS IS THE 3RD TIME THE RESIDENT CLAIMS MISSED PICK UP WITH IN THE LAST TWO MONTH. PLEASE CONFIRM AND SERVICE IF NEED BE. Completed 5/23/22 12:00 am SERVICED
5/2/22 8:45 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE WAS MISSEI 4-26-2022 Completed 5/2/22 12:00 am SERVICED 4-26-2022
4/20/22 8:23 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- PRE RESIDENT OUR GARBAGE CONTAINER IS FULL TO THE TOP. LAST PICKUP WAS ON 4/12/22. CAN SOMEONE PLEASE COME BY AND TAKE AWA' THE TRASH? DISPACTHING TO SUPER NOW Completed 4/20/22 12:00 am SERVICED
Account Number: 1151150 Site Name: 2442320040830 NORTH Site Address: 452 WOODCREST ROAD, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
8/22/22 1:52 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- CAN WERE DELIVERED. WO MISPLACED BUT WO COMPLETED FOLLOWUP COMPLETED ON AUG 24 2022 7:57AM BY USER COREASP\GWRDAVIDBA
Account Number: 1151080 Site Name: 2442320040980 NORTH Site Address: 415 WOODCREST ROAD, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

5/3/22 1:50 pm	CALL LOG	GWRDAVIDBA/CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS RECYCLING CAN HAS GONE MISSING. PLEASE CONFIRM AND DELIVER IF NEED BE. FOLLOWUP COMPLETED ON MAY 5 2022 8:49AM BY USER COREASP\GWRDAVIDBA Completed 5/3/22 12:00 am DELIVERED
Account Number: 1151060 Site Name: 2442320040990 NORTH Site Address: 401 WOODCREST ROAD, KEY BISCAYNE FL 33149		
Entered	Type	Comment
6/1/22 11:29 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT HAS PLACED OUT BAGS OF DISHES AND OTHER ITEMS THAT EXCEED WEIGHT.
Account Number: 1149650 Site Name: 2442320050090 NORTH Site Address: 320 WEST PALMWOOD ROAD, KEY BISCAYNE FL 33149		
Entered	Type	Comment
5/25/22 3:06 pm	CALL LOG	GWRDAVIDBA/CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS SHE CALLS IN EVERY OTHER WEEK BECAUSE HER TRASH AND RECYCLING ARE NOT SERVICED. PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON MAY 26 2022 1:34PM BY USER COREASP\GWRDAVIDBA Completed 5/25/22 12:00 am SERVICED
5/13/22 3:07 pm	CALL LOG	GWRDAVIDBA/CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS REC WAS MISSED WEDNESDAY. RESIDENT CLAIMS GARBAGE WAS NOT SERVICED. RESIDENT CLAIMS THIS HAPPENS EVERY OTHER WEEK. ONLY SEE TWO OTHER CALLS FOR THIS EVERY HAPPENIGN SINCE OUR SERVICE STARTED IN KEY BISCAYNE. PLEASE SEND SUPERVISOR TO INVESTIGATE AND SERVICE IF NEED BE Followup completed on May 18 2022 1116AM by user COREASP\GWRDavidBa
5/11/22 1:40 pm	CALL LOG	GWRDAVIDBA/CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIM RECYCLING WAS MISSED. RESIDENT CLAIM SIDE YARD SERVICE PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON MAY 12 2022 11:22AM BY USER COREASP\GWRDAVIDBA Completed 5/11/22 12:00 am SERVICED
Account Number: 1149610 Site Name: 2442320050180 NORTH Site Address: 440 WEST PALMWOOD LANE, KEY BISCAYNE FL 33149		
Entered	Type	Comment
6/22/22 1:37 pm	EMAIL	GWRDAVIDBA/CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT IS CLAIMING YARD DAMAGE RESIDENT CLAIMS THIS IS NOT THE FIRST TIME BUT NEVER BOTHERED TO CALL IT IN PLEASE HAVE SUPERVISOR INVESTIGATE Completed 6/22/22 12:00 am serviced
Account Number: 1146450 Site Name: 2442320050250 NORTH Site Address: 465 HARBOR DRIVE, KEY BISCAYNE FL 33149		
Entered	Type	Comment
6/8/22 8:47 am	EMAIL	GWRDAVIDBA/CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY 465 HARBOR DR. RECYCLING CONTAINERS ON THE SIDE, OUTSIDE FENCE (NO NOTES OR CALLS ABOUT THIS ACCOUNT, THIS IS THE FIRST TIME WE ARE RECEIVING ANYTHING REGARDING THIS ACCOUNT.) FOLLOWUP COMPLETED ON JUN 8 2022 8:59AM BY USER COREASP\GWRDAVIDBA Completed 6/8/22 12:00 am JAKE GOT THIS CALL; NATA PICKED UP LATE FRIDAY
Account Number: 1147710 Site Name: 2442320050440 NORTH Site Address: 380 REDWOOD LANE, KEY BISCAYNE FL 33149		

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

<u>Entered</u>	<u>Type</u>	<u>Comment</u>
5/10/22 3:51 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP5\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE MISSED. PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON MAY 11 2022 7:53AM BY USER COREASP\GWRDAVIDBA <u>Completed</u> 5/10/22 12:00 am SERVICED
Account Number: 1147720 Site Name: 2442320050450 NORTH Site Address: 390 REDWOOD LANE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
6/7/22 1:14 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIM MISEED GARBAGE. STREET WAS NOT SERVICED YET. WILL HAVE SERVICED <u>Completed</u> 6/7/22 12:00 am OWNER SENT EMAIL TO ME LATE FRIDAY
5/2/22 8:44 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS MISSED GABRABGE PICK UP. 4-25-22 <u>Completed</u> 5/2/22 12:00 am SERVICED 4-26-2022
Account Number: 1149280 Site Name: 2442320050620 NORTH Site Address: 360 WEST HEATHER DRIVE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
3/24/22 9:36 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED RECYCLING. PLEASE SEND SUPERVISOR TO CONFIRM AND SERVICE FOLLOWUP COMPLETED ON MAR25 2022 9:26AM BY USEI COREASP\GWRDAVIDBA <u>Completed</u> 3/24/22 12:00 am SERVICED
Account Number: 1147670 Site Name: 2442320050660 NORTH Site Address: 355 REDWOOD LANE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
3/8/22 3:28 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP9\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS YARD WASTE WAS MISSED. PLEASE CONFIRM AND SERVICE IF NEED BE Followup completed on Mar 17 2022 1:04PM by user COREASP\GWRDavidBa <u>Completed</u> 3/8/22 12:00 am serviced
Account Number: 1146300 Site Name: 2442320060080 NORTH Site Address: 340 HARBOR DRIVE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
6/7/22 9:11 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CALLED CLAIMING GARBAGE HAS BEEN MISSED FOR THE PAST FEW WEEKS, RESIDENT CLAIMS SIDE YARD SERVICE AND EASY ACCESS TO CA RESIDENT WAS INCREDIBLY POLITE AND ASKED IF WE COULD COMEBACK AND SERVICE THE CAN PLEASE HAVE SUPERVISOR GO OUT WITH DRIVER AND SHOW WHERE CAN IS AND TO HAVE IT SERVICED ON SERVICE DAYS <u>Completed</u> 6/7/22 12:53 pm DRIVERS INFROMED AND RESIDENT SERVICED
Account Number: 1143230 Site Name: 2442320060170 SOUTH Site Address: 240 HARBOR DRIVE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
7/20/22 9:13 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED GARBAGE PICI UP. RESIDENT CLAIMS SIDE YARD SERVICE PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON JUL 22 2022 7:56AM BY USER COREASP\GWRDAVIDBA

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

Completed		7/20/22 12:00 am	SERVICED
Account Number:	Site Name:	Site Address:	
1143200	2442320060260 SOUTH	115 HARBOR DRIVE, KEY BISCAYNE FL 33149	
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
5/2/22 9:00 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY - RESIDENT CLAIMS GARABGE WAS MISSED. 4-26-2022	
Completed		5/2/22 12:00 am	SERVICED 4-26-2022
Account Number:	Site Name:	Site Address:	
1145290	2442320060330 NORTH	149 HARBOR DRIVE, KEY BISCAYNE FL 33149	
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
1/19/22 12:48 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP7\SQL-NODE02.COREASP.COM\CCSI_GWR- LATE PUT OUT FOLLOWUP COMPLETED ON JAN 21 2022 7:56AM BY USER COREASP\GWRDAVIDBA	
Account Number:	Site Name:	Site Address:	
1139340	2442320060520 NORTH	150 BUTTONWOOD DRIVE, KEY BISCAYNE FL 33149	
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
8/17/22 11:26 am	TEXT MESSAGE	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- PER HAKIM RESIDENT REQUESTED NEW GARBAGE CAN. PLEASE INVESTIGATE AND DELIVER IF NEED BE FOLLOWUP COMPLETED ON AUG 18 2022 9:53AM BY USER COREASP\GWRDAVIDBA	
Completed		8/17/22 12:00 am	DELIVERED
Account Number:	Site Name:	Site Address:	
1139400	2442320060560 NORTH	190 BUTTONWOOD DRIVE, KEY BISCAYNE FL 33149	
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
5/25/22 1:59 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS NEW OWNERS. NEED TRASH AND REC CAN. PLEASE CONFIRM AND DELIVER IF NEED BE FOLLOWUP COMPLETED ON MAY 26 2022 11:04AM BY USER COREASP\GWRDAVIDBA	
Completed		5/25/22 12:00 am	DELIVERED
Account Number:	Site Name:	Site Address:	
1143740	2442320060600 NORTH	155 HAMPTON LANE, KEY BISCAYNE FL 33149	
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
6/1/22 11:34 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- BOXES WERE NOT BROKEN DOWN. WASTE WAS BLOCKED. COULD NOT BE SERVICED	
Account Number:	Site Name:	Site Address:	
1143680	2442320060630 NORTH	125 HAMPTON LANE, KEY BISCAYNE FL 33149	
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
5/4/22 8:52 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR-RESIDENT CALIMS NEW OWNERS. RESIDENT CLAIMS TO NEED TRASH CAN. PLEASE CONFIRM AND DELIVER IF NEED BE. FOLLOWUP COMPLETED ON MAY 5 2022 8:49AM BY USER COREASP\GWRDAVIDBA	
Completed		5/4/22 12:00 am	SERVICED
Account Number:	Site Name:	Site Address:	
1177720	2442320060870 NORTH	300 FERNWOOD ROAD, KEY BISCAYNE FL 33149	
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

5/5/22 10:22 am EMAIL			GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- HOME COMPLETED. RESIDENT CLAIMS TC NEED 1 REC 1 TREASH PLEASE CONFIRM AND DELIVER IF NEED BE. Followup completed on May 12 2022 1123AM by user COREASP\GWRDavidBa <u>Completed</u> 5/5/22 12:00 am DELIVERED	
Account Number: 1147740			Site Name: 2442320061620 NORTH	Site Address: 235 RIDGEWOOD ROAD, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>		
1/5/22 11:27 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR-RESIDENT CLAIMS REC WAS MISSED. PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON JAN 7 2022 1:17PM BY USER COREASP\GWRDAVIDBA <u>Completed</u> 1/5/22 2:00 pm SERVICED		
Account Number: 1143850			Site Name: 2442320062050 NORTH	Site Address: 252 HAMPTON LANE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>		
3/24/22 7:46 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR-WHILE DRIVING AROUND AT09:19 I NOTICED THAT THE MAILBOX AT252 HAMPTON LANE HAD BEEN KNOCKED DOWN. AS YOU CANS SEE BY THE PICTURE THE CARTS HAD NOT BEEN SERVICED YET SO WE DID NOT KNOCK IT DOWN, WE SERVICED THIS HOUSE AT 10:20 IN TRUCK 501. FOLLOWUP COMPLETED ON MAR 24 2022 1152AM BY USER COREASP\GWRDAVIDBA		
3/24/22 7:45 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR-WHILE DRIVING AROUND AT09:19 I NOTICED THAT THE MAILBOX AT252 HAMPTON LANE HAD BEEN KNOCKED DOWN. AS YOU CANS SEE BY THE PICTURE THE CARTS HAD NOT BEEN SERVICED YET SO WE DID NOT KNOCK IT DOWN, WE SERVICED THIS HOUSE AT 10:20 IN TRUCK 502.		
Account Number: 1140300			Site Name: 2442320062290 NORTH	Site Address: 271 BUTTONWOOD DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>		
5/10/22 3:54 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP5\SQL-NODE02.COREASP.COM\CCSI_GWR-RESIDENT CLAIMS GARBAGE MISSED. PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON MAY 12 2022 1124AM BY USER COREASP\GWRDAVIDBA <u>Completed</u> 5/10/22 12:00 am SERVICED		
Account Number: 1140190			Site Name: 2442320062360 NORTH	Site Address: 235 BUTTONWOOD DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>		
4/7/22 8:14 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS RECYCLING WAS NOT PICKED UP. PLEASE SEND SUPERVISOR TO INVESTIGATE <u>Completed</u> 4/7/22 12:00 am SERVICED		
Account Number: 1140620			Site Name: 2442320062590 NORTH	Site Address: 265 CRANWOOD DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>		
7/5/22 7:47 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED RECYCLING FO THE PAST TWO WEEKS. RESIDENT CLAIMS CAN IS OUT INFRONT OF THE HOUSE THE NIGHT BEFORE ON WEDNESDAY. PLEASE SEND SUPERVISOR TO INVESTIGATE FOLLOWUP COMPLETED ON JUL 6 2022 1157AM BY USER COREASP\GWRDAVIDBA		

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

Completed		7/5/22 12:00 am		CAN BLOCKED / SERVICED	
Account Number:	1140610	Site Name:	2442320062710 NORTH	Site Address:	260 CRANWOOD DRIVE, KEY BISCAYNE FL 33149
Entered	Type	Comment			
6/22/22 10:23 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED RECYCLING. RESIDENT CLAIMS TRUCK JUST DROVE BY HOUSE. PLEASE HAVE SUPERVISOR INVESTIGATE FOLLOWUP COMPLETED ON JUN 24 2022 9:16AM BY USER COREASP\GWRDAVIDBA			
Completed		6/22/22 12:00 am		SERVICED	
Account Number:	1143070	Site Name:	2442320062820 NORTH	Site Address:	271 GREENWOOD DRIVE, KEY BISCAYNE FL 33149
Entered	Type	Comment			
1/12/22 9:07 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS BULK WAS MISSED PLEASE CONFIRM AND SERVICED IF NEED BE.			
Completed		1/12/22 12:00 am		SERVICED	
Account Number:	1143000	Site Name:	2442320062940 NORTH	Site Address:	240 GREENWOOD DRIVE, KEY BISCAYNE FL 33149
Entered	Type	Comment			
4/12/22 9:26 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT TRIED DISPOSING CM FOLLOWUP COMPLETED ON APR 12 2022 2:40PM BY USER COREASP\GWRDAVIDBA			
Account Number:	1145180	Site Name:	2442320063220 NORTH	Site Address:	397 HARBOR COURT, KEY BISCAYNE FL 33149
Entered	Type	Comment			
2/11/22 9:29 am	EMAIL	GWRDAVIDBA/CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED YARD WASTE SERVICE. PLEASE HAVE SUPERVISOR INVESTIGATE Followup completed on Feb 17 2022 9:46AM by user COREASP\GWRDavidBa			
Completed		2/11/22 12:00 am		SERVICED	
Account Number:	1149300	Site Name:	2442320063270 NORTH	Site Address:	371 WEST HEATHER DRIVE, KEY BISCAYNE FL 33149
Entered	Type	Comment			
6/1/22 11:30 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT HAS EXCESSIVE AMOUNT OF GARBAGE AND BULK.			
Account Number:	1146290	Site Name:	2442320063420 NORTH	Site Address:	335 HARBOR DRIVE, KEY BISCAYNE FL 33149
Entered	Type	Comment			
6/10/22 2:34 pm	CALL LOG	GWRDAVIDBA/CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE WAS MISSEI AGAIN. RESIDENT CLAIMS CANS ARE ON SIDE OF HOUSE AND EASILY ACCECABLE 2ND CALL PLEASE SEND SUPERVISOR TO INVESTIGATE			
Completed		6/10/22 12:00 am		serviced and driver informed	
6/8/22 8:40 am	CALL LOG	GWRDAVIDBA/CCRE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE WAS MISSEI YESTERDAY. RESIDENT CLAIMS SIDE YARD SERVICE. PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON JUN 10 2022 9:01AM BY USER COREASP\GWRDAVIDBA			
Completed		6/8/22 12:00 am		SERVICED.	

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

Account Number: 1139110		Site Name: 2442320070020 NORTH	Site Address: 500 BAY LANE, KEY BISCAYNE FL 33149
Entered	Type	Comment	
5/24/22 10:53 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS RECYCLING BIN IS BROKEN.PLEASE CONFIRM AND SERVICE IF NEED BE. Followup completed on Jun 3 2022 10:50AM by user COREASP\GWRDavidBa Completed 5/24/22 12:00 am CAN REPLACED	
4/13/22 1:25 pm	CALL LOG	GWRDAVIDBA/CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE CAN WAS DAMAGED. PLEASE CONFIRM AND SERVICE. Followup completed on Apr 19 2022 7:45AM by user COREASP\GWRDavidBa Completed 4/14/22 7:41 am repaired	
Account Number: 1140890		Site Name: 2452050010150 SOUTH	Site Address: 610 FERNWOOD ROAD, KEY BISCAYNE FL 33149
Entered	Type	Comment	
6/8/22 10:04 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MSSD GARBAGE PICK UP. RESIDENT HAS SIDE YARD SERVICE PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON JUN 10 2022 9:02AM BY USER COREASP\GWRDAVIDBA Completed 6/8/22 12:00 am SERVICED	
Account Number: 1141180		Site Name: 2452050010300 SOUTH	Site Address: 605 GLENRIDGE ROAD, KEY BISCAYNE FL 33149
Entered	Type	Comment	
7/5/22 10:25 am	EMAIL	GWRDAVIDBA/CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT NEEDS A NEW REC CONTAINER. PLEASE CONFIRM AND DELIVER FOLLOWUP COMPLETED ON JUL 6 2022 1159AM BY USER COREASP\GWRDAVIDBA Completed 7/5/22 12:00 am DELIVERED	
Account Number: 1141260		Site Name: 2452050010330 SOUTH	Site Address: 686 GLENRIDGE ROAD, KEY BISCAYNE FL 33149
Entered	Type	Comment	
3/3/22 10:52 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP7\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS THEY NEED 1 - TRASH AND 1 REC EXCHANGE Followup completed on Mar 8 2022 9:59AM by user COREASP\GWRDavidBa Completed 3/3/22 12:00 am DEL	
Account Number: 1150270		Site Name: 2452050010660 SOUTH	Site Address: 691 WARREN LANE, KEY BISCAYNE FL 33149
Entered	Type	Comment	
8/12/22 8:44 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS 3RD TIME GARBAGE HAS BEEN MISSED. CLAIMS SIDE YARD SERVICE RESIDENT ALSO CLAIMS TO NEED NEW REC AND NEW TRASH CAN. PLEASE CONFIRM, SERVICE AND DELIVER IF NEED BE. Completed 8/12/22 12:00 am SERVICED	
Account Number: 1150150		Site Name: 2452050010720 SOUTH	Site Address: 605 WARREN LANE, KEY BISCAYNE FL 33149
Entered	Type	Comment	

Customer Comments By Type and Date

5/25/22 12:49 pm CALL LOG		GWRDAVIDBA\CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE CAN AND REC CAN NEED TO BE REPLACED. PLEASE CONFIRM AND SERVICE Completed 5/25/22 12:00 am SERVICED
Account Number: 1150260		Site Name: 2452050010790 SOUTH
Site Address: 690 WARREN LANE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
6/2/22 11:19 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE WAS MISSEI RESIDENT CLAIMS SIDE YARD SERVICE PLEASE CONFIRM AND SERVICE IF NEED BE. Followup completed on Jun 7 2022 9:55AM by user COREASP\GWRDavidBa Completed 6/2/22 12:00 am SERVICED
Account Number: 1138640		Site Name: 2452050010890 SOUTH
Site Address: 640 ALLENDALE ROAD, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
4/7/22 10:20 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR-OWNER AT640 ALLENDALE REPORTS WHEELS CAME OFF; PLS REPLACE AND TELL CREWS TO MAKE SURE THEY REMOVE THE BROKEN ONE Completed 4/7/22 12:00 am CAN REPAIRED
Account Number: 1138720		Site Name: 2452050010930 SOUTH
Site Address: 680 ALLENDALE ROAD, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
1/6/22 12:35 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP7\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS MISSED REC. PLEASE CONFIRM AND SERVICE FOLLOWUP COMPLETED ON JAN 7 2022 1:16PM BY USER COREASP\GWRDAVIDB/ Completed 1/6/22 12:00 am SERVICED
Account Number: 1139840		Site Name: 2452050010980 SOUTH
Site Address: 665 CURTISWOOD DRIVE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
5/10/22 8:21 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP5\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE CAN HAS GONE MISSING. PLEASE SEND SUPERVISOR TO INVESTIGATE AND DELIVER IF NEED BE FOLLOWUP COMPLETED ON MAY 12 2022 11:27AM BY USER COREASP\GWRDAVIDBA Completed 5/10/22 12:00 am DELIVERED
Account Number: 1150370		Site Name: 2452050011270 SOUTH
Site Address: 365 WESTWOOD DRIVE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
4/5/22 12:59 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS MISSED PICK UP. PLEASE CONFIRM AND SERVICE Followup completed on Apr11 2022 9:06AM by user COREASP\GWRDavidBa Completed 4/5/22 12:00 am SERVICED
Account Number: 1143480		Site Name: 2452050011310 SOUTH
Site Address: 693 HARBOR LANE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
6/9/22 10:00 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- PER EDDIE CANS WERE BLOCKED 9WHITEE VW BLACK SUV PILLAR

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

Entered	Type	Comment
4/8/22 7:41 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE WAS MISSEI PLEASE CONFIRM AND SERVICE IF NEED BE. Followup completed on Apr 11 2022 9:03AM by user COREASP\GWRDavidBa <u>Completed</u> 4/8/22 12:00 am CAN FULL OF PAINT CANS
Account Number: 1143350 Site Name: 2452050011350 SOUTH Site Address: 335 HARBOR LANE, KEY BISCAYNE FL 33149		
8/24/22 11:40 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS THIS IS THE 16TH CALL ABOUT CAN PLACEMENT. RESIDENT CLAIMS GARBAGE CAN WAS NOT PLACED BACK. PLEASE SEND SUPERVISOR TO INVESTIGATE AND EDUCATE DRIVERS TO PLACE CAN BACK <u>Completed</u> 8/24/22 12:00 am CAN PLACED BACK AND DRIVERS INFORMED.
8/11/22 1:06 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS YARD WAS DAMAGED DURING BULK REMOVAL THIS IS THE THIRD CLAIM FOR THE RESIDENT THAT WE HAD DAMAGED THE YARD PLEASE SEND SUPERVISOR TO INVESTIGATE AND FIND OUT IF IT IS OUR CREW REALLY CAUSING THIS DAMAGE PLEASE SEE ATTATCHMENT FOR PICTURES <u>Completed</u> 8/11/22 12:00 am WAITING FOR RESPONSE FROM RESIDENT / RESIDENT HAS NOT RESPONDED
7/14/22 8:01 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS YARD WAS DAMAGED DURING BULK REMOVAL THIS IS THE SECOND CLAIM FOR THE RESIDENT THAT WE HAD DAMAGED THE YARD PLEASE SEND SUPERVISOR TON INVESTIGATE <u>Completed</u> 7/14/22 12:00 am damage repaired
6/13/22 10:11 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CALLED COMPLAINING WE DID NOT SERVICE HIS EXTRA TRASH OUTSIDE OF CAN. RESIDENT WAS INFORMED TAHT ONLY WHATS IN CAN CAN BE SERVICED. ANY EXCESS GARBAGE SHALL BE HELD AT RESIDENT TILL NEXT PICK UP OR THEY CAN HAVE IT REMOVED PRIVATLEY. RESIDENT WANTS SUPERVISOR TO COME BACK AND PLACE EXCESS GARBAGE IN BACK OI PICK UP TRUCK. RESIDENT CLAIMS THAT ALL OF HIS NEIGHBORS DO THR SAME AND THAT WE ARE EXCLUDING THEM.RESIDENT HAS ACCESS TO ALL THE GUIDELINES VIA THE VILLAGE WEBSITE AND FLYER HAND DELIVERE TO EVERY HOME. PLEASE HAVE SUPERVISOR TAKE PICTURES OF EXCESS GARBAGE TO PLACE NOTES ON ACCOUNT <u>Completed</u> 6/13/22 12:00 am SERVICED
5/11/22 3:46 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR-RESIDENT CLAIMS "DESTROYED HALF OF YEARD BY PULLING GIANT CHUNK OF GRASS OUT OF FRONT YARD AND LEAVING GARBAGE ALL OVER STREET PLEASE SEND SUPERVISOR TO INVESITGATE. <u>Completed</u> 5/11/22 12:00 am REPAIR WILL BE MADE LATER TODAY 5/12/22 OR THE NEXT DAY 5/13/22 REPAIRED
Account Number: 1142180 Site Name: 2452050011430 SOUTH Site Address: 655 HARBOR DRIVE, KEY BISCAYNE FL 33149		
6/2/22 4:28 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT NEED NEW GABRABGE BIN. PLEASE CONFIRM AND DELIVER IF NEED BE Followup completed on Jun 7 2022 9:56AM by user COREASP\GWRDavidBa

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

Completed 6/2/22 12:00 am DELIVERED

5/19/22 2:14 pm EMAIL

GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT AT 655 HARBOR DRIVE STATES THAT HER GARBAGE CONTAINER WAS NOT RETURNED AFTER SERVICED TO PLS PROVIDE A NEW ONE.

ALSO STATES THAT RECYCLING IS MISSED ALMOST EVERY OTHER WEEK, WHILE GARBAGE IS CONSISTENTLY PICKED UP. SHE KEEPS HER BINS TOGETHER ON THE LEFT SIDE OF THE HOUSE AND THAT THEY ARE NOT BEHIND A FENCE

PLEASE CONFIRM AND SERVICE IF NEED BE.

Account Number: 1142270 Site Name: 2452050011540 SOUTH Site Address: 715 HARBOR DRIVE, KEY BISCAYNE FL 33149

Entered 4/4/22 10:58 am EMAIL Type

Comment

GWRDAVIDBA\CORE-PUBAPP5\SQL-NODE02.COREASP.COM\CCSI_GWR- DISCOVERED DURING SITE VISIT THAT RESIDENT HAS 2 GARBAGE CANS. FOLLOWUP COMPLETED ON APR 5 2022 7:43AM BY USER COREASP\GWRDAVIDBA

Completed 4/4/22 12:00 am DELIVERED

4/4/22 10:34 am EMAIL

GWRDAVIDBA\CORE-PUBAPP5\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS REC CAN WENT MISSING. SENT TO SUPERVISOR WHO WILL DELIVER NEW CAN Followup completed on Apr 8 2022 8:06AM by user COREASP\GWRDavidBa

Account Number: 1142700 Site Name: 2452050011700 SOUTH Site Address: 755 HARBOR DRIVE, KEY BISCAYNE FL 33149

Entered 1/20/22 1:18 pm EMAIL Type

Comment

GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS CAN IS BROKEN PLEASE CONFIRM AND RPELACE.

1/11/22 1:59 pm EMAIL

GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS REC CAN IS BROKEN. PLEASE CONFIRM AND SERVICE IF NEED BE.

Completed 1/11/22 12:00 am replaced

Account Number: 1139950 Site Name: 2452050011730 SOUTH Site Address: 730 CURTISWOOD DRIVE, KEY BISCAYNE FL 33149

Entered 3/16/22 11:34 am EMAIL Type

Comment

GWRDAVIDBA\CORE-PUBAPP7\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS THEY NEED 1 NEW REC CONTAINER AND 1 NEW TRASH CONTAINER. PLEASE SEND SUPERVISOR TO CONFIRM AND DELIVER IF NEED BE. FOLLOWUP COMPLETED ON MAR 17 2022 1:02PM BY USER COREASP\GWRDAVIDBA

Completed 3/16/22 12:00 am DELIVERED

Account Number: 1140010 Site Name: 2452050011760 SOUTH Site Address: 758 CURTISWOOD DRIVE, KEY BISCAYNE FL 33149

Entered 5/13/22 8:14 am EMAIL Type

Comment

GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENTS GARBAGE WAS MISSED. PLEASE CONFIRM AND SERVICE IF NEED BE. Followup completed on May 16 2022 9:21AM by user COREASP\GWRDavidBa

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

Account Number: 1149810		Site Name: 2452050011840 SOUTH	Site Address: 269 WEST MASHTA DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
6/8/22 8:46 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY . MISSED GARBAGE AND RECYCLING CLAIM, ELDERLY LADY CANNOT BRING OUT TO CURB, ON SIDE(NO NOTES OR CALLS ABOUT THIS ACCOUNT, THIS IS THE FIRST TIME WE ARE RECEIVING ANYTHING REGARDING THIS ACCOUNT.)	
<u>Completed</u>	6/8/22 12:00 am	PER CITY OWNER (ELDERLY LADY) POSTED ON KB NEIGHBOR CHAT ASKING WHO TO TALK TO IN THE VILLAGE SINCE HER SERVICE HAD BEEN MISSED FOR TWO WEEKS; SHE THOUGHT IT WAS BECAUSE THERE WAS NOT ENOUGH QUANTITIES IN HER BINS? THE DIRECTOR OF PARKS AND REC READ THE CHAT AND CALLED ME	
Account Number: 1149850		Site Name: 2452050011860 SOUTH	Site Address: 285 WEST MASHTA DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
5/3/22 7:36 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- NEW HOME OWNERS. RESIDENT HAS REQUESTED CANS. PLEASE CONFIRM AND DELIVER IF NEED BE.	
<u>Completed</u>	5/3/22 12:00 am	DELIVERED	
Account Number: 1150280		Site Name: 2452050012210 SOUTH	Site Address: 204 WESTWOOD DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
4/4/22 1:42 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP5\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED PICK. PLEASE CONFIRM	
<u>Completed</u>	4/4/22 12:00 am	SERVICED	
Account Number: 1147300		Site Name: 2452050012250 SOUTH	Site Address: 748 RIDGEWOOD ROAD, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
3/17/22 10:51 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP6\SQL-NODE02.COREASP.COM\CCSI_GWR-RESIDENT CLAIMS GARBAGE WAS MISSED PLEASE SEND SUPERVISOR TO CONFIRM AND SERVICE IF NEED BE	
Account Number: 1147270		Site Name: 2452050012560 SOUTH	Site Address: 725 RIDGEWOOD ROAD, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
6/9/22 9:43 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS MISSED GARBAGE. RESIDENT CONTACTED CITY DIRECTLY AND NOT US PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON JUN 10 2022 8:59AM BY USER COREASP\GWRDAVIDBA	
<u>Completed</u>	6/9/22 12:00 am	RESIDENT WAS SERVICED. GATE WAS LOCKED	
Account Number: 1141340		Site Name: 2452050012600 SOUTH	Site Address: 736 GLENRIDGE ROAD, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>	
8/9/22 2:10 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT IS CONFIRMING THAT RECYCLING WILL BE PICKED UP 8-9-2022 / RESIDENT CLAIMS MISSED PICK UP FOR PASSED TWO WEEKS BUT HASNT REPORTED IT. PLEASE SERVICE AND CONFIRM AFTER SERVICE FOLLOWUP COMPLETED ON AUG 10 2022 8:57AM BY USER COREASP\GWRDAVIDBA	

Customer Comments By Type and Date

		<u>Completed</u>	8/9/22 12:00 am	CAN SERVICED
4/4/22 12:02 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP5\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS CAN WAS NOT PLACED BACK IN PROPER PLACE. PLEASE SPEAK WITH DRIVERS IF NEED BE.		
		<u>Completed</u>	4/4/22 12:00 am	DRIVERS INFORMED
Account Number: 1141420		Site Name: 2452050012640 SOUTH		Site Address: 784 GLENRIDGE ROAD, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>		
8/18/22 11:53 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS REC WAS MISSED. RESIDENT CLAIMS SIDE YARD SERVICE PLEASE SEND SUPERVISOR TO INVESTIGATE		
		<u>Completed</u>	8/18/22 12:00 am	serviced
Account Number: 1151420		Site Name: 2452050012720 SOUTH		Site Address: 725 WOODCREST ROAD, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>		
8/24/22 3:53 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS REC WAS MISSED. PLEASE SEND SUPERVISOR TO INVESTIGATE		
		<u>Completed</u>	8/24/22 12:00 am	BOXES NEEDED TO BE BROKEN DOWN. WILL BE SERVICED NEXT REC DAY
Account Number: 1149710		Site Name: 2452050013140 SOUTH		Site Address: 176 WEST MASHTA DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>		
8/3/22 11:05 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- DELIVERED. CANS WERE BROKEN REC AND TRASH PLEASE SEE MAIL FOR NOTES		
Account Number: 1149000		Site Name: 2452050013160 SOUTH		Site Address: 152 WEST MASHTA DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>		
6/8/22 10:30 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY COUNCILMEMBER MOSS CALLED JAKE AND STATED BIN OVERFLOWING, MISSED TWO WEDNESDAYS IN A ROW; NATA PICKED UP LATE FRIDAY.		
		HOPE THIS INFORMATION DEPICTS A BROADER PICTURE FOLLOWUP COMPLETED ON JUN 9 2022 11:01AM BY USER COREASP\GWRDAVIDBA		
		<u>Completed</u>	6/8/22 12:00 am	SERVICED
Account Number: 1149960		Site Name: 2452050013180 SOUTH		Site Address: 128 WEST MASHTA DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>		
5/2/22 11:16 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR-RESIDENT NEEDS TO DISPOSE OF FRIDGE. FREON NEEDS TO BE REMOVED BEFORE HAND FOLLOWUP COMPLETED ON MAY 3 2022 2:09PM BY USER COREASP\GWRDAVIDBA		
		<u>Completed</u>	5/2/22 12:00 am	PICKED UP
Account Number: 1148970		Site Name: 2452050013200 SOUTH		Site Address: 104 WEST MASHTA DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>		

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

<u>Entered</u>	<u>Type</u>	<u>Comment</u>
1/21/22 10:24 am	EMAIL	GWRDAVIDBA/CORE-PUBAPP7\SQL-NODE02.COREASP.COM\CCSI_GWR- CAN DELIVERED Followup completed on Jan 25 2022 9:49AM by user COREASP\GWRDavidBa
Account Number: 1142260		Site Name: 2452050013320 SOUTH Site Address: 710 HARBOR DRIVE, KEY BISCAYNE FL 33149
1/21/22 7:39 am	EMAIL	GWRDAVIDBA/CORE-PUBAPP7\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT NEEDS NEW REC CAN. PLEASE CONFIRM AND DELIVER IF NEED BE. Followup completed on Jan 25 2022 9:51AM by user COREASP\GWRDavidBa
Account Number: 1148870		Site Name: 2452050013460 SOUTH Site Address: 325 WEST ENID DRIVE, KEY BISCAYNE FL 33149
3/28/22 10:08 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP10\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARABGE AND RECYLING WERE MISSED PLEASE CONFIRM AND SERVICE IF NEED BE FOLLOWUP COMPLETED ON MAR 29 2022 3:04PM BY USER COREASP\GWRDAVIDBA
1/4/22 2:16 pm	CALL LOG	GWRDAVIDBA/CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS CREW NEVER PICKED UP RECYCLING AFTER SUPERVISOR HAD INSTRUCTED CREW TO SWING BY. PLEASE SEND SUPERVSIOR TO INVESTIGATE Followup completed on Jan 7 2022 8:49AM by user COREASP\GWRDavidBa
Account Number: 1148910		Site Name: 2452050013480 SOUTH Site Address: 345 WEST ENID DRIVE, KEY BISCAYNE FL 33149
5/11/22 12:57 pm	CALL LOG	GWRDAVIDBA/CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS REC CAN MISSED. RESIDENT CLAIMS SIDE YARD SERVICE PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON MAY 12 2022 11:21AM BY USER COREASP\GWRDAVIDBA
5/5/22 11:37 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS RECYCLING WAS MISSED FROM YESTERDAY. PLEASE CONFIRM AN SERVICE IF NEEDED BE. CLAIM BOXES ARE BROKEN DOWN AND NOT BEING TAKEN. Followup completed on May 10 2022 9:24AM by user COREASP\GWRDavidBa
Account Number: 1148720		Site Name: 2452050013540 SOUTH Site Address: 205 WEST ENID DRIVE, KEY BISCAYNE FL 33149
8/23/22 9:47 am	CALL LOG	GWRDAVIDBA/CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED SERVICE FOR REC LAST WEEK AND GARBAGE THIS WEEK. RESIDENT HAS SIDE YARD SERVICE PLEASE SEND SUPERVISOR TO CONFIM AND SERVICE IF NEED BE. PLEASE INFORM NEW DRIVERS AND HELPERS FOLLOWUP COMPLETED ON AU 25 2022 9:48AM BY USER COREASP\GWRDAVIDBA

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

7/28/22 10:33 am CALL LOG	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED SIDE YARD SERVICE. PLEASE CONFIRM AND SERVICE IF NEED BE. FOLLOWUP COMPLETED ON JUL 29 2022 7:49AM BY USER COREASP\GWRDAVIDBA <u>Completed</u> 7/28/22 12:00 am SERVICED
5/17/22 2:33 pm CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARABGE WAS MISSEI RESIDENT HAS SIDE YARD SERICE. PLEASE CONFIRM AND SERVICE IF NEED BE <u>Completed</u> 5/17/22 12:00 am SERVICED
Account Number: 1148800	Site Name: 2452050013620 SOUTH Site Address: 295 WEST ENID DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u> Type	<u>Comment</u>
1/26/22 2:17 pm CALL LOG	GWRDAVIDBA\CORE-PUBAPP9\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS REC WAS MISSED. RESIDENT CLAIMS REC WAS OU AT6:30 AM . PLEASE CONFIRM AND SERICE IF NEED BE <u>Completed</u> 1/26/22 12:00 am SERVICED
Account Number: 1140830	Site Name: 2452050020010 SOUTH Site Address: 580 FERNWOOD ROAD, KEY BISCAYNE FL 33149
<u>Entered</u> Type	<u>Comment</u>
6/15/22 1:00 pm CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR-RESIDENT CLAIMS RECYCLING WAS MISSED. RESIDENT CLAIMS REC WAS PUT OUT ONTIME. PLEASE CONFIRM AND SERVICE IF NEED BE. Followup completed on Jun 20 2022 1:47PM by user COREASP\GWRDavidBa <u>Completed</u> 6/15/22 12:00 am SERVICED
Account Number: 1149430	Site Name: 2452050040040 NORTH Site Address: 301 WEST MCINTYRE STREET, KEY BISCAYNE FL 33149
<u>Entered</u> Type	<u>Comment</u>
5/2/22 8:48 am EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS GARBAGE WAS MISSED 4-26-2922 <u>Completed</u> 5/2/22 12:00 am SERVICED 4-27-2022
Account Number: 1150130	Site Name: 2452050040210 SOUTH Site Address: 370 WEST MCINTYRE STREET, KEY BISCAYNE FL 33149
<u>Entered</u> Type	<u>Comment</u>
8/8/22 10:23 am CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED REC. PLEASE SEND SUPERVISOR TO CONFIRM AND SERVICE IF NEED BE. RESIDENT CLAIMS SIDE YARD SERVICE <u>Completed</u> 8/8/22 12:00 am SERVICED
Account Number: 1146980	Site Name: 2452050080070 SOUTH Site Address: 631 N MASHTA DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u> Type	<u>Comment</u>
4/19/22 7:36 am EMAIL	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS GARBAGE WAS MISSED. RESIDENT IS SIDE YARD SERVICE. PLEASE CONFIRM AND SERVICE <u>Completed</u> 4/19/22 12:00 am SERVICED
1/11/22 2:51 pm CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE HAS BEEN MISSED.PLEASE CONFIRM AND SERVICE RESIDENT HAS SIDE YARD SERVICE Followup completed on Jan 17 2022 2:48PM by user COREASP\GWRDavidBa

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

Account Number	Entered	Type	Site Name	Site Address	Comment
1148380	1/10/22 9:45 am	EMAIL	2452050080160 SOUTH	641 S MASHTA DRIVE, KEY BISCAYNE FL 33149	Completed 1/11/22 12:00 am drivers infromed and resident serviced, GWRDAVIDBNCORE-PUBAPP12\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT NEEDS 1- TRASH CAN PLEASE CONFIRM AND DELIVER Completed 1/10/22 3:00 pm DELIVERED
1148470	7/21/22 9:08 am	CALL LOG	2452050080200 SOUTH	711S MASHTA DRIVE, KEY BISCAYNE FL 33149	GWRDAVIDBNCORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE WAS MISSE[PLEASE HVAE SUPERVISOR INVESTIGATE FOLLOWUP COMPLETED ON JUL22 2022 7:55AM BY USER COREASP\GWRDAVIDBA
1148290	6/24/22 1:05 pm	CALL LOG	2452050090360 SOUTH	561 SOUTH MASHTA DRIVE, KEY BISCAYNE FL 33149	GWRDAVIDBNCORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE WAS MISSE[RESIDENT WAS PLACING CAN OUT ON WRONG DAY. EDDIE AGREED HE WILL HAVE SERVICED TODAY AND RESIDENT INFORMED OF PROPER SCHEDULE.
1148320	6/2/22 10:46 am	CALL LOG	2452050090380 SOUTH	601 S MASHTA DRIVE, KEY BISCAYNE FL 33149	GWRDAVIDBNCORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS NEW OWNERS. RESIDENT CLAIMS TO NEED REC CA. PLEASE CONFIRM AND DELIVER IF NEED BE Followup completed on Jun 7 2022 9:57AM by user COREASP\GWRDavidBa
1148360	6/7/22 12:47 pm	EMAIL	2452050090400 SOUTH	621 S MASHTA DRIVE, KEY BISCAYNE FL 33149	GWRDAVIDBNCORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS CAN WAS NOT PLACED BACK WHERE CANS WERE TAKEN FROM RESIDENT CLAIMS SIDE YARD SERVICE PLEASE INFORM DRIVERS OF THIS FOLLOWUP COMPLETED ON JUN 7 2022 1:13PM BY USER COREASP\GWRDAVIDBA
1144360	6/10/22 12:57 pm	CALL LOG	2452050100020 SOUTH	111ISLAND DRIVE, KEY BISCAYNE FL 33149	GWRDAVIDBNCORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED GARBAGE. RESIDENT CONTACTED VI EMAIL" GM. MY GARBAGE WAS NOT PICKED UP YESTERDAY. THANK YOU IN ADVANCE' JORGE MENDIA 111 ISLAND DR KEY BISCAYNE RESIDENT HAS MULITPLE CLAIMS ON ACCOUNT. PLEASE HAVE SUPERVISOR INVESTIGATE Followup completed on Jun 16 2022 9:06AM by user COREASP\GWRDavidBa Completed 6/10/22 12:00 am SERVICED

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

5/12/22 7:50 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED RECYCLING. PLEASE CONFIRM AND SERVICE IF NEED BE. <u>Completed</u> 5/12/22 12:00 am SERVICED
4/14/22 7:36 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS RECYCLING WAS MISSED. STOP MARKED AS COMPLETED. PLEASE CONFIRM AND SERVICE IF NEED BE Followup completed on Apr 19 2022 7:40AM by user COREASP\GWRDavidBa <u>Completed</u> 4/14/22 12:00 am CAN WAS PLACED OUT LATE. CONFIRMED BY BRUCE
1/20/22 11:50 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- CLAIMS MISSED REC. PLEASE CONFIRM AND SERVICE <u>Completed</u> 1/20/22 12:00 am SERVICED
1/5/22 1:28 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP12\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS RECYCLING HAS BEEEN MISSED. RESIDENT CLAIMS SIDE YARD SERVICE RESIDENT CLAIMS THIS IS THE FOURTH MISSED PICK UP. PLEASE SEND SUPERVISOR TO INVSTIGATE FOLLOWUP COMPLETED ON JAN 7 2022 1:17PM BY USER COREASP\GWRDAVIDBA <u>Completed</u> 1/5/22 2:00 pm DRIVERS INFORMED - CAN SERVICED
Account Number: 1144650 Site Name: 2452050100200 SOUTH Site Address: 281 ISLAND DRIVE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
6/23/22 3:55 pm	EMAIL	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR-PER CITY RESIDENT CLAIMS GARBAGE WAS MISSED. PER CITY RESIDENT IS ELDERLY AND NEED CAN SERVICED FROM SIDE OF HOUSE PER CITY RESIDENT CLAIMS GARBAGE HAS BEEN MISSED MULTIPLE TIMES. PLEASE HAVE SUPERVISOR INVESTIAGTE AND SERVICE IF NEED BE. Followup completed on Jun 29 2022 9:21AM by user COREASP\GWRDavidBa <u>Completed</u> 6/23/22 12:00 am SERVICED
Account Number: 1144710 Site Name: 2452050100240 SOUTH Site Address: 321 ISLAND DRIVE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
1/20/22 11:54 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP1\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED GARBAGE A REC PICK UP. RESIDENT CLAIMS SIDE YARD SERVICE. PLEASE CONFIRM AND SERVICE IF NEED BE. <u>Completed</u> 1/20/22 12:00 am SERVICED
1/6/22 2:57 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP7\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED PICK UP FOR REC AND TRASH. PLEASE CONFIRM AND SERVICE FOLLOWUP COMPLETED ON JAN 7 2022 1:16PM BY USER COREASP\GWRDAVIDBA <u>Completed</u> 1/7/22 12:00 am SERVICED
Account Number: 1142940 Site Name: 2452050100510 SOUTH Site Address: 921 HARBOR DRIVE, KEY BISCAYNE FL 33149		
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
8/17/22 8:04 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT HAS EMAILED INQUIRING ABOUT NEW CANS. PLEASE REFER TO EMAIL FOR MORE INFORMATION <u>Completed</u> 8/17/22 12:00 am REQUEST DENIED / REGULAR SERVICE PROVIDED

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

Account Number: 1144560	Site Name: 2452050100790 SOUTH	Site Address: 240 ISLAND DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>
5/17/22 12:02 pm	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS RECYCLING CONTAINER LID IS CRACKED AND LETTING RAIN INTO THE CAN PLEASE SEND SUPERVISOR TO CONFIRM AND REPAIR OR EXCHANGE REC CAN FOLLOWUP COMPLETED ON MAY 19 2022 7:34AM BY USER COREASP\GWRDAVIDBA <u>Completed</u> 5/17/22 12:00 am DELIVERED
Account Number: 1145790	Site Name: 2452050110220 SOUTH	Site Address: 1025 MARINER DRIVE, KEY BISCAYNE FL 33149
<u>Entered</u>	<u>Type</u>	<u>Comment</u>

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

5/3/22 7:43 am EMAIL

GWRDAVIDBA\CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR-GOOD MORNING,

HOPE ALL IS WELL AS PER THE AGREEMENT WITH THE CITY, RESIDENT ARE ALLOWED ONLY ONE GARBAGE CAN TO BE SERVICED PER WEEK. I WILL PLACE AN ORDER FOR A NEW CAN BUT THEY WILL ONLY REPLACE THAT ONE CAN.

DAVID BAILEY
GREAT WASTE & RECYCLING SERVICE, LLC
RESIDENTIAL DIVISION- CUSTOMER SERVICE MANAGER

E: KEYBISCAYNE@GREAT-WASTE.COM

O: 786-860-6476

VILLAGE OF KEY BISCAYNE

FROM: ANNE GAELLE GRENET FIFER <CREATIONAGGF@GMAIL.COM>
SENT: MONDAY, MAY2, 2022 9:28 PM
TO: KEY BISCAYNE <KEYBISCAYNE@GREATWASTE.COM>
SUBJECT: NEW TRASH CAN

GOOD EVENING

I WOULD LIKE TO GET 3 NEW TRASH CAN FOR MY HOUSE , THANK YOU SO MUCH

WE LIVE IN 1025 MARINER DRIVE , WHAT IS THE PROCEDURE TO REPLACE OUR OLD TRASH CANS ?

THANKS A LOT

HAVE AN AMAZING DAY,
WITH GRATITUDE,

ANNE GAELLE GRENET FIFER

Customer Comments By Type and Date

Entered during the period: 1/1/2022 to 8/30/2022

T 305 335 2970

FOLLOWUP COMPLETED ON MAY 3 2022 2:09PM BY USER COREASP\GWRDAVIDBA
Completed 5/3/22 12:00 am REPLACED

Account Number: **1145710** Site Name: **2452050110260 SOUTH** Site Address: **925 MARINER DRIVE, KEY BISCAYNE FL 33149**
Entered Type Comment
 5/3/22 12:38 pm EMAIL GWRDAVIDBA/CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS TO NEED NEW CLAN.
 PLEASE CONFIRM AND DELIVER
Completed 5/3/22 12:00 am CONTAINER IN GOOD SHAPE. NO NEED TO REPLACE

Account Number: **1145660** Site Name: **2452050110330 SOUTH** Site Address: **231 KNOLLWOOD DRIVE, KEY BISCAYNE FL 33149**
Entered Type Comment
 8/17/22 1:15 pm CALL LOG GWRDAVIDBA/CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS REC CAN WAS
 DAMAGED. PLEASE SEND SUPERVISOR TO INVESTIGATE AND REPLACE IF NEED BE
Completed 8/17/22 12:00 am DELIVERED

Account Number: **1148690** Site Name: **2452050130060 SOUTH** Site Address: **640 SUNSET CIRCLE, KEY BISCAYNE FL 33149**
Entered Type Comment
 1/11/22 9:39 am TEXT MESSAGE GWRDAVIDBA/CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR-RESIDENTS BULK PILE UNDER PILE /
 TRYING TO CONTACT RESIDENT TO INFORM TO MOVE THE PILE FOLLOWUP COMPLETED ON JAN13 2022 8:58AM
 BY USER COREASP\GWRDAVIDBA

Account Number: **1139600** Site Name: **2452050240230 SOUTH** Site Address: **171 CAPE FLORIDA DRIVE, KEY BISCAYNE FL 33149**
Entered Type Comment
 8/25/22 1:55 pm CALL LOG GWRDAVIDBA/CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED GARBAGE PICI
 UP. RESIDENT CLAIMS SIDE YARD SERVICES. PLEASE SEND SUPERVISOR TO INVESTIGATE Followup completed on
 Aug 30 2022 7:57AM by user COREASP\GWRDavidBa
Completed 8/25/22 12:00 am SERVICED - 8/25/2022

Account Number: **1139500** Site Name: **2452050240380 SOUTH** Site Address: **110 CAPE FLORIDA DRIVE, KEY BISCAYNE FL 33149**
Entered Type Comment
 6/7/22 12:42 pm CALL LOG GWRDAVIDBA/CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS TO NEED TRASH CAN
 REPLACED AND REC CAN REPLACED DO TO THEM BEING BROKEN. PLEASE CONFIRM AND DELIVER IF NEED BE.
 Followup completed on Jun 13 2022 8:47AM by user COREASP\GWRDavidBa
Completed 6/7/22 12:53 pm DELIVERED

Account Number: **1140870** Site Name: **2452050480020 SOUTH** Site Address: **596 FERNWOOD ROAD, KEY BISCAYNE FL 33149**
Entered Type Comment

Customer Comments By Type and Date

7/5/22 7:52 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS TO NEED NEW GARBAGE CAN. RESIDENT CLAIMS OLD ONE IS DAMAGED. PLEASE CONFIRM AND EXCHANGE IF NEED BE. FOLLOWUP COMPLETED ON JUL 6 2022 11:58AM BY USER COREASP\GWRDAVIDBA <u>Completed</u> 7/5/22 12:00 am DELIVERED	Site Name: 2452050650020 SOUTH	Site Address: 678 FERNWOOD ROAD, KEY BISCAYNE FL 33149
Account Number: 1140960		<u>Comment</u>		
7/7/22 11:08 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP3\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS MISSED RECYCLING FROM YESTERDAY. PLEASE SEND SUPERVISOR TO INVESTIGATE FOLLOWUP COMPLETED ON JUL 8 2022 2:01PM BY USER COREASP\GWRDAVIDBA <u>Completed</u> 7/7/22 12:00 am RESIDENT HAS REFILLED CANS	Site Name: 2452050710010 SOUTH	Site Address: 664 FERNWOOD ROAD, KEY BISCAYNE FL 33149
Account Number: 1140930		<u>Comment</u>		
3/28/22 8:50 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP10\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS REC CAN STOLEN. PLEASE CONFIRM AND DELIVER IF NEED BE. FOLLOWUP COMPLETED ON MAR 29 2022 3:03PM BY USER COREASP\GWRDAVIDBA <u>Completed</u> 3/28/22 12:00 am DELIVERED	Site Name: 2452050720020 SOUTH	Site Address: 50 WESTWOOD DRIVE, KEY BISCAYNE FL 33149
Account Number: 1150380		<u>Comment</u>		
4/5/22 8:00 am	EMAIL	GWRDAVIDBA\CORE-PUBAPP4\SQL-NODE02.COREASP.COM\CCSI_GWR- PER CITY RESIDENT CLAIMS GARBAGE WAS MISSED. PLEASE CONFIRM AND SERVICE IF NEED BE. <u>Completed</u> 4/5/22 12:00 am THIS HOUSE WAS DONE YESTERDAY AFTER 9AM	Site Name: 2452050740020 SOUTH	Site Address: 592 FERNWOOD ROAD, KEY BISCAYNE FL 33149
Account Number: 1140850		<u>Comment</u>		
5/2/22 9:19 am	CALL LOG	GWRDAVIDBA\CORE-PUBAPP2\SQL-NODE02.COREASP.COM\CCSI_GWR- RESIDENT CLAIMS GARBAGE CAN HAS GONE MISING. PLEASE CONFIRM AND DELIVER IF NEED BE. <u>Completed</u> 5/4/22 1:09 pm DELIVERED		



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Brett G. Moss
Edward London
Allison McCormick
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: December 2nd, 2022
 TO: Honorable Mayor and Councilmembers
 THRU: Steven C. Williamson, Village Manager
 FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department
 RE: Adoption of the Key Biscayne Vision Plan

RECOMMENDATION

I recommend Village Council adopt the Key Biscayne Vision Plan and its findings and recommendations. As with the 2020 Vision Plan, The Key Biscayne Vision Plan provides an image of a preferred future and suggests projects and initiatives which will fulfill the vision.

BACKGROUND

A decade after incorporating, the Village worked with residents to create the 2020 Vision Plan which summarized "...the Village's vision of its preferred future, and the initiatives and projects required to implement the vision." Village council began discussions to update the 2020 Vision Plan in 2018 and soon after began action to create the next Vision Plan

PREVIOUS OFFICIAL ACTION

In addition to budget hearings which included funding for creation of the Vision Plan, Council acted on the following items:

- Ordinance 2019-2 adopted at second reading on January 15, 2019 created the 2040 Strategic Vision Plan Committee as an 11 member Advisory Board (the "Board") to assist in preparing the 2040 Strategic Vision Plan, (the "Vision Plan").
- Ordinance 2019-04 adopted by Council on April 9, 2019 amended the board to have 7 members upon expiration of initial terms.
- On December 4, 2020, the Village finalized an agreement to have DPZ CoDesign LLC (the "Consultant") prepare the Vision plan.
 - COVID-19 caused disruption beginning in February 2020 shortly after the Consultant was hired and delayed work by the Board, Consultant and Staff.
- Resolution 2021-06 extended the term of the Board through January 15, 2022.
- Resolution 2021-56 extended the term of the Board through September 30, 2022.

CONSULTANT AND STAFF ACTION

The Plan was created over several phases:

- Analysis and review of previous plans and existing conditions



VILLAGE OF KEY BISCAINE

- Community outreach through the Speak Up Key Biscayne platform to set the agenda and subject matter of subsequent meetings including:
 - Approx. 7,000 Online visitors
 - Approx. 700 completed surveys
 - 100+ individual comments and contacts
- Community action through the Workshops in February 2022 where all components of the plan were initially drafted.
- Final drafting, review, and editing of the Workshop content into the Vision Plan document to be considered by Council and referenced herein. This process included additional public meetings during which additional recommendations were incorporated into the Vision Plan.

FINDINGS

Criteria 1 The proposed resolution is consistent with the Comprehensive Plan.

Analysis The adoption of a Vision Plan is consistent with the intent and purpose of the goals, objectives, and policies stated on the Village of Key Biscayne’s Master Plan (Comprehensive Plan).

A number of Objectives within the Masterplan recommend completion of additional planning efforts to achieve long-term goals. Including:

- Policy 1.1.4 of maintaining a *street tree master plan* under Objective 1.1. “Future Land Use Categories”
- Objective 1.2 “Commercial Redevelopment” calls for revitalization of Crandon Boulevard property under Goal 1 “Achieve the Following Community Character” of the Future Land Use Element
- Policy 2.3.1 calls for updates to the *Drainage Master Plan* under Objective 2.3 “Natural Resources” under Goal 2 “Protect and Enhance The Residential, Commercial, Resort and Natural Resource Areas of Key Biscayne” of the Future Land Use Element
- Policy 1.5.1 regarding detailed bicycle, pedestrian way and streetscape plans under Objective 1.5 “Bikeways and Pedestrian Ways” under Goal 1 “To provide a transportation system that meets the circulation needs of Key Biscayne in a safe and efficient manner but does not adversely impact the quality of life of the residents” of the Transportation Element.
- Policy 3.3.3 recommends planning for redevelopment to reduce future exposure to risk under Objective 3.3 “Post-Disaster Redevelopment” of Goal 3 “To minimize human and property loss due to hurricanes” of the Conservation and Coastal Management Element.

The proposed resolution addresses a number of overlapping Goals, Policies, and Objectives of the Comprehensive Plan

Finding Consistent

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING THE KEY BISCAYNE VISION PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 15, 2019, the Village of Key Biscayne (“Village”) Council adopted Ordinance No. 2019-2 (“Ordinance”) creating the 2040 Strategic Vision Plan Board to assist in the preparation of the 2040 Strategic Vision Plan; and

WHEREAS, after holding numerous public hearings and workshops, the Board developed the Key Biscayne Vision Plan, attached as Exhibit “A” to this Resolution (the “Vision Plan”); and

WHEREAS, the Village Council desires to adopt the Vision Plan, attached as Exhibit “A” hereto; and

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

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

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Adoption of Vision Plan. The Village Council hereby adopts the Vision Plan as set forth in Exhibit “A” attached hereto and incorporated herein.

Section 3. Implementation. The Village Council hereby authorizes the Village Manager to take all action reasonably necessary to implement the Vision Plan and the purpose and intent of this Resolution.

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

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardifias
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: January 17, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Professional Services Agreement for AbTech Industries and SOP Technologies for execution of the Stormwater Treatment Technology Pilot Grant

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute two (2) Professional Services Agreements with AbTech Industries and SOP technologies pursuant to the competitively awarded Florida Department of Environmental Protection (FDEP) Coral Protection and Restoration (CPR) Grant secured by the CRSO in the amount of \$159,537 (\$55,679 local match coming from the KB stormwater enterprise fund) in support of stormwater quality pilot project. AbTech Industries total budget is \$123,500 and the SOP Technologies total budget is \$86,976.

BACKGROUND

As the Village undertakes the redesign of the stormwater system, specific attention is being dedicated to improving the quality of stormwater discharging to the bay from the Village outfalls. Both green and grey approaches will be considered by AECOM, the Village's design engineer. This project is a pilot initiative to demonstrate the effectiveness and benefits of capturing stormwater run-off pollutants at the source before they reach the bay using two different technological approaches. The pilot project will test how effective two versions of filters are at keeping debris at the street to facilitate debris removal and prevent debris and litter from entering the K-8 elementary school portion of the stormwater drainage system. Additionally the pilot project will assess the operational impacts on the stormwater system and the additional challenges and costs for maintaining the treatment approaches.

The pilot consists of testing two Best Management Practice (BMP) technologies, including the installation and monitoring of AbTech Industries Ultra-Urban® Filters (UUFs), SOP Technologies under-grate filter units, and SOP Technologies curb inlet screens within the K-8 School Basin. It is anticipated that the innovative filters and screens will maximize pollutant capture with minimal maintenance and no disruption during peak rain events. Firstly, AbTech Industries will be responsible for installing, monitoring and maintaining 10 Ultra-Urban® filters (UUFs) deployed into catch basins in the K-8 elementary school basin currently being redesigned by AECOM. These filters are "workhorse" BMP's, used to act as the first line of defense, capturing trash, debris,



VILLAGE OF KEY BISCAINE

sediment and absorption of dissolved pollutants from runoff from impervious surfaces used for parking and streets, and to maximize pollutant capture with minimal maintenance and no hindrance during peak rain events that result in street flooding. Secondly, SOP Technologies will be responsible for furnishing, installing, maintaining and sampling up to 45 of its patented under-grate filter baskets and up to 13 SOP Technologies patented curb inlet filters. The under-grate filter baskets and curb inlet filters will be used to prevent leaves, trash and debris from entering the stormwater drainage systems.

Both vendors were part of the proposal development team and instrumental in developing the work plan required by the FDEP to secure the award.

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



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
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Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: January 17, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
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Critical points for consideration:

- This proposal was originally developed around these two different technologies and submitted per the direction of past manager
- Valuable to quantify performance locally in advance of considering use across the entire stormwater system
- Strategic timing to complete pilot while stormwater engineer is doing the design for K-8 elementary school area over the next 2-years
- Execution of pilot for the two different technologies is in no way a commitment of future work to either vendor
- Better to test using FDEP dollars
- Match requirement is typical of most grants from the state or the federal government
- The execution of the pilot contributes to advancing the body of knowledge for other municipalities and KB benefits from other pilots as well
- Miami-Dade County is trialing a series of stormwater technologies, including storm drains, nutrient and hydrocarbon sponges, among others using similar FDEP grant obtained in 2020



VILLAGE OF KEY BISCAIYNE

At the direction of previous Council (meeting October 11, 2022), CRSO reached out directly to AECOM to obtain feedback on the two distinct technologies being tested through the FDEP grant. CRSO forwarded to AECOM for consideration various technical specifications as well as application locations. The two technologies are both filters, however, one is purely a mechanical filter (SOP Technologies curb inlet grate or under grate basket) whereas the other involves sponges contained in an under grate basket (AbTech Industries UUF) to which oils, greases, metals or nutrients are adsorbed.

Based on AECOM's review of technical materials from both vendors as provided by CRSO as well as AECOM's direct discussion with representatives from AbTech Industries, the following points were provided by AECOM for consideration during the execution of the stormwater quality pilot testing project:

Since the intent of the Stormwater Sustainability Pilot Study by AbTech Industries is to demonstrate the potential benefits of utilizing the Ultra-Urban Filters (UUFs) locally, AECOM believes it would be beneficial for the Village to learn more about the effectiveness of this technology. AECOM also believes that, as an outcome of the pilot study, Public Works staff will have a better understanding on the feasibility and advantages/disadvantages of using these filters in the Village of Key Biscayne.

As further directed by previous Council (October 11, 2022), CRSO obtained specific examples from AbTech Industries of where the UUF basket filter technology has recently been deployed at both a municipal level as well as a private industrial application as follows:

City of Chester, PA has approximately, 300 UUF's installed (with only Smart Sponge, not one of variants for metals, Bacteria or Nutrients). Installation started 3 years ago. No flooding or major maintenance issues. Capturing trash, debris, sediments and oil).

Eastern Connecticut Conservation District, have purchased installed numerous (usually 10-15 at a time) UUF's over the past 4-5 years into several communities. All, with normal operations as no flooding or maintenance issues.

Hugo Neu industrial site in Kearney, NJ has 19 units installed and several Smart vaults all have not caused flooding issues and have performed as proposed.

All of these sites and installations have had sufficient rain events numerous times and the UUF have not caused flooding and performed as expected.

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

RESOLUTION NO. 2023- _____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN AGREEMENT WITH EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES FOR INSTALLATION AND MAINTENANCE OF UNDER-GRATE FILTER UNITS AND CURB INLET FILTERS AT THE K-8 ELEMENTARY SCHOOL BASIN IN AN AMOUNT NOT TO EXCEED \$86,976; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 28, 2022, the Village of Key Biscayne (“Village”) adopted Resolution No. 2022-29, accepting a Coral Protection and Restoration (CPR) Matching Grant (the “Grant”) from the Florida Department of Environmental Protection for a stormwater sustainability pilot project (the “Project”) in an amount of \$159,537, which Grant will be matched utilizing \$55,679 from the Village stormwater enterprise fund; and

WHEREAS, as part of the Project the Village desires to install and maintain 45 under-grate filter units and 13 curb inlet filters within the K-8 Elementary School Basin (the “Services”); and

WHEREAS, the Village Manager has negotiated an agreement, attached hereto as Exhibit “A” (the “Agreement”), with Eddie Lopez Technologies, LLC d/b/a SOP Technologies (the “Consultant”) for the Services in an amount not to exceed \$86,976; and

WHEREAS, pursuant to Section 2-85 of the Village Code, it is determined that it is impracticable to competitively procure this Agreement because the Grant requires that the Consultant be used to provide the Services; and

WHEREAS, the Village desires to approve the Agreement and authorize the Village Manager to execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit “A”; and

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

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

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

Section 2. Approval. That the Village Council approves the Agreement attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Manager is hereby authorized to execute the Agreement with the Consultant for the Services, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed \$86,976, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

SOP TECHNOLOGIES (EDDIE LOPEZ TECHNOLOGIES LLC)

THIS AGREEMENT (this "Agreement") is made effective as of the 19th day of August, 2022 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **SOP TECHNOLOGIES (EDDIE LOPEZ TECHNOLOGIES LLC)**, a Florida Limited Liability Company (LLC) (hereinafter, the "Consultant").

WHEREAS, the Village desires certain professional environmental consulting services; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal dated August 19, 2022, attached hereto as Exhibit "A" (the "Services"); and

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

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

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

1. Scope of Services.

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

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

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through August 31, 2023 thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for 2 additional 1 year periods on the same terms as set forth herein upon written notice to the Consultant.

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

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate, lump sum fee in the amounts detailed in "A" for the 26 months from August 2022 to September 2024.

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

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

3.3.1. Name and address of the Consultant;

3.3.2. Purchase Order number;

3.3.3. Contract number;

3.3.4. Date of invoice;

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

3.3.6. Name and type of Services;

3.3.7. Timeframe covered by the invoice; and

3.3.8. Total value of invoice.

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

4. Subconsultants.

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

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

5. Village's Responsibilities.

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

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

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

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

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

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

8. Termination.

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

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

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

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

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

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional

Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

- 9.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.5. The provisions of this section shall survive termination of this Agreement.
10. **Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.
11. **Attorneys Fees and Waiver of Jury Trial.**
- 11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

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

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

- 16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3.** Upon request from the Village’s custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7.** Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

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

Custodian of Records: Jocelyn B. Koch
Mailing address: 88 West McIntyre Street
Key Biscayne, FL 33149
Telephone number: 305-365-5506
Email: jkoch@keybiscayne.fl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
27. **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.

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

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-participation-enrollment-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: Joseph Vera

Print Name: Emilio Lopez

Witness #2 Print Name: Rebecca Longtemp

Title: CEO

Entity Name: SOP Technologies

ACKNOWLEDGMENT

State of Florida
County of Florida

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of August, 2022, by Emilio Lopez (name of person) as CEO (type of authority) for SOP Technologies (name of party on behalf of whom instrument is executed).



Sandra Orozco
State of Florida
My Commission Expires 10/26/2024
Commission No. HH 57404

(Signature)

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

- Personally known to me; or
- Produced identification (Type of Identification: Florida DL)
- Did take an oath; or
- Did not take an oath

Contract No. _____

E-Verify Affidavit

 An official website of the United States government

[Here's how you know](#) ▾



Menu ☰

My Company Account

My Company Profile

Company Information

Company Name

Eddie Lopez Technologies LLC

Doing Business As (DBA)

SOP Technologies International

Company ID

1710075

Enrollment Date

Jun 28, 2021

Employer ID Number

270622613

Unique Entity Identifier (UEI)

DUNS Number

009922572

Total Number of Employees

1 to 4

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

10875 SW 112 Avenue, Suite 211
Miami, FL 33176

Mailing Address

251 Valencia Ave, #143501
Coral Gables, FL 33114

[Edit Company Addresses](#)

Hiring Sites



We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated August 19, 2022, attached hereto and incorporated herein by reference.

Contract No. _____

Exhibit A: Scope of Services

Exhibit A: Scope of Services

SOP Technologies Projected Invoice Amounts by Month

Products/Services Timeline

Task No.	Task Title	Budget Category	CPR Grant Work Plan: Task Total	SOP Tech Portion	Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
						Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023
1	QAPP	Contractual Services	\$2,400	\$960	Prep of QAPP (8 hours at \$120/hr)	\$960												
1	QAPP	Salary	\$1,200															
Total for Task			\$3,600	\$960														
2	Reporting	Contractual Services	\$0	\$0														
2	Reporting	Salary	\$2,500	\$0														
Total for Task			\$2,500	\$0														
3	Site Assessment	Contractual Services	\$2,840	\$600	Review of sites and preparation of data for manufacturing and analysis efforts. (5hrs at \$120/hr)	\$600												
Total for Task			\$2,840	\$600														
4	Construction/Installation	Contractual Services	\$9,565	\$4,698	Measuring inlets, and filter installations. SOP Tech under-grate baskets (20 units) and curb filters (18 units).	\$2,349	\$2,349											
4	Construction/Installation	Equipment	\$67,988	\$49,938				\$49,938										
Total for Task			\$77,553	\$54,636														
5	Monitoring	Contractual Services	\$122,683	\$23,220	20 field visits for data analysis (387hrs at \$60/hr).			\$2,111	\$2,111	\$2,111	\$2,111	\$2,111	\$2,111	\$2,111	\$2,111	\$2,111	\$2,111	\$2,111
Total for Task			\$122,683	\$23,220														
6	Final Report	Contractual Services	\$4,800	\$4,800	Final report (80hrs at \$60/hr)				\$480	\$480	\$480	\$480	\$480	\$480	\$480	\$480	\$480	\$480
6	Final Report	Salary	\$1,240															
Total for Task			\$6,040	\$4,800														
Totals			\$215,216	\$84,216	SOP Tech Month Total	\$3,909	\$52,287	\$2,111	\$2,591	\$2,591	\$2,591	\$2,591	\$2,591	\$2,591	\$2,591	\$2,591	\$2,591	\$2,591
					SOP Tech Cumulative Project Total	\$3,909	\$56,196	\$58,307	\$60,898	\$63,489	\$66,080	\$68,671	\$71,261	\$73,852	\$76,443	\$79,034	\$81,625	\$84,216



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: January 17, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Professional Services Agreement for AbTech Industries and SOP Technologies for execution of the Stormwater Treatment Technology Pilot Grant

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute two (2) Professional Services Agreements with AbTech Industries and SOP technologies pursuant to the competitively awarded Florida Department of Environmental Protection (FDEP) Coral Protection and Restoration (CPR) Grant secured by the CRSO in the amount of \$159,537 (\$55,679 local match coming from the KB stormwater enterprise fund) in support of stormwater quality pilot project. AbTech Industries total budget is \$123,500 and the SOP Technologies total budget is \$86,976.

BACKGROUND

As the Village undertakes the redesign of the stormwater system, specific attention is being dedicated to improving the quality of stormwater discharging to the bay from the Village outfalls. Both green and grey approaches will be considered by AECOM, the Village's design engineer. This project is a pilot initiative to demonstrate the effectiveness and benefits of capturing stormwater run-off pollutants at the source before they reach the bay using two different technological approaches. The pilot project will test how effective two versions of filters are at keeping debris at the street to facilitate debris removal and prevent debris and litter from entering the K-8 elementary school portion of the stormwater drainage system. Additionally the pilot project will assess the operational impacts on the stormwater system and the additional challenges and costs for maintaining the treatment approaches.

The pilot consists of testing two Best Management Practice (BMP) technologies, including the installation and monitoring of AbTech Industries Ultra-Urban® Filters (UUFs), SOP Technologies under-grate filter units, and SOP Technologies curb inlet screens within the K-8 School Basin. It is anticipated that the innovative filters and screens will maximize pollutant capture with minimal maintenance and no disruption during peak rain events. Firstly, AbTech Industries will be responsible for installing, monitoring and maintaining 10 Ultra-Urban® filters (UUFs) deployed into catch basins in the K-8 elementary school basin currently being redesigned by AECOM. These filters are "workhorse" BMP's, used to act as the first line of defense, capturing trash, debris,



VILLAGE OF KEY BISCAINE

sediment and absorption of dissolved pollutants from runoff from impervious surfaces used for parking and streets, and to maximize pollutant capture with minimal maintenance and no hindrance during peak rain events that result in street flooding. Secondly, SOP Technologies will be responsible for furnishing, installing, maintaining and sampling up to 45 of its patented under-grate filter baskets and up to 13 SOP Technologies patented curb inlet filters. The under-grate filter baskets and curb inlet filters will be used to prevent leaves, trash and debris from entering the stormwater drainage systems.

Both vendors were part of the proposal development team and instrumental in developing the work plan required by the FDEP to secure the award.

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



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
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Village Manager
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Critical points for consideration:

- This proposal was originally developed around these two different technologies and submitted per the direction of past manager
- Valuable to quantify performance locally in advance of considering use across the entire stormwater system
- Strategic timing to complete pilot while stormwater engineer is doing the design for K-8 elementary school area over the next 2-years
- Execution of pilot for the two different technologies is in no way a commitment of future work to either vendor
- Better to test using FDEP dollars
- Match requirement is typical of most grants from the state or the federal government
- The execution of the pilot contributes to advancing the body of knowledge for other municipalities and KB benefits from other pilots as well
- Miami-Dade County is trialing a series of stormwater technologies, including storm drains, nutrient and hydrocarbon sponges, among others using similar FDEP grant obtained in 2020



VILLAGE OF KEY BISCAIYNE

At the direction of previous Council (meeting October 11, 2022), CRSO reached out directly to AECOM to obtain feedback on the two distinct technologies being tested through the FDEP grant. CRSO forwarded to AECOM for consideration various technical specifications as well as application locations. The two technologies are both filters, however, one is purely a mechanical filter (SOP Technologies curb inlet grate or under grate basket) whereas the other involves sponges contained in an under grate basket (AbTech Industries UUF) to which oils, greases, metals or nutrients are adsorbed.

Based on AECOM's review of technical materials from both vendors as provided by CRSO as well as AECOM's direct discussion with representatives from AbTech Industries, the following points were provided by AECOM for consideration during the execution of the stormwater quality pilot testing project:

Since the intent of the Stormwater Sustainability Pilot Study by AbTech Industries is to demonstrate the potential benefits of utilizing the Ultra-Urban Filters (UUFs) locally, AECOM believes it would be beneficial for the Village to learn more about the effectiveness of this technology. AECOM also believes that, as an outcome of the pilot study, Public Works staff will have a better understanding on the feasibility and advantages/disadvantages of using these filters in the Village of Key Biscayne.

As further directed by previous Council (October 11, 2022), CRSO obtained specific examples from AbTech Industries of where the UUF basket filter technology has recently been deployed at both a municipal level as well as a private industrial application as follows:

City of Chester, PA has approximately, 300 UUF's installed (with only Smart Sponge, not one of variants for metals, Bacteria or Nutrients). Installation started 3 years ago. No flooding or major maintenance issues. Capturing trash, debris, sediments and oil).

Eastern Connecticut Conservation District, have purchased installed numerous (usually 10-15 at a time) UUF's over the past 4-5 years into several communities. All, with normal operations as no flooding or maintenance issues.

Hugo Neu industrial site in Kearney, NJ has 19 units installed and several Smart vaults all have not caused flooding issues and have performed as proposed.

All of these sites and installations have had sufficient rain events numerous times and the UUF have not caused flooding and performed as expected.

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

RESOLUTION NO. 2023- _____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, APPROVING AN AGREEMENT WITH ABTECH INDUSTRIES, INC. FOR INSTALLATION AND MAINTENANCE OF ULTRA-URBAN® FILTERS IN CATCH BASINS AT THE K-8 ELEMENTARY SCHOOL BASIN IN AN AMOUNT NOT TO EXCEED \$123,500; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 28, 2022, the Village of Key Biscayne (“Village”) adopted Resolution No. 2022-29, accepting a Coral Protection and Restoration (CPR) Matching Grant (the “Grant”) from the Florida Department of Environmental Protection for a stormwater sustainability pilot project (the “Project”) in an amount of \$159,537, which Grant will be matched utilizing \$55,679 from the Village stormwater enterprise fund; and

WHEREAS, as part of the Project the Village desires to install and maintain 10 Ultra-Urban® filters in catch basins located in the K-8 Elementary School Basin (the “Services”); and

WHEREAS, the Village Manager has negotiated an agreement, attached hereto as Exhibit “A” (the “Agreement”), with ABTech Industries, Inc. (the “Consultant”) for the Services in an amount not to exceed \$123,500; and

WHEREAS, pursuant to Section 2-85 of the Village Code, it is determined that it is impracticable to competitively procure this Agreement because the Grant requires that the Consultant be used to provide the Services; and

WHEREAS, the Village desires to approve the Agreement and authorize the Village Manager to execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit “A”; and

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

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

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

Section 2. **Approval.** That the Village Council approves the Agreement attached hereto as Exhibit “A.”

Section 3. **Authorization.** That the Village Manager is hereby authorized to execute the Agreement with the Consultant for the Services, in substantially the form attached hereto as Exhibit “A,” in an amount not to exceed \$123,500, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

ABTECH INDUSTRIES, INC.

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **ABTECH INDUSTRIES, INC.**, a Delaware corporation (the “Consultant”).

WHEREAS, the Village desires certain professional environmental consulting services; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal dated _____, 2022, attached hereto as Exhibit “A” (the “Services”); and

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

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

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

1. Scope of Services.

- 1.1.** Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Services”).
- 1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (“Deliverables”) to the Village.

2. Term/Commencement Date.

- 2.1.** The term of this Agreement shall be from the Effective Date through one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8.
- 2.2.** Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by Consultant shall be in an amount not to exceed \$123,500 in accordance with the Proposal attached hereto as Exhibit "A."
- 3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.
- 3.3. Contractor's invoices must contain the following information for prompt payment:
 - 3.3.1. Name and address of the Consultant;
 - 3.3.2. Purchase Order number;
 - 3.3.3. Contract number;
 - 3.3.4. Date of invoice;
 - 3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
 - 3.3.6. Name and type of Services;
 - 3.3.7. Timeframe covered by the invoice; and
 - 3.3.8. Total value of invoice.

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

4. **Subconsultants.**

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole discretion. The Village Manager shall approve or disapprove of any subconsultant(s) proposed by the Consultant in a timely manner.

5. **Village's Responsibilities.**

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

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

6. **Consultant's Responsibilities; Representations and Warranties.**

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

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

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. **Conflict of Interest.**

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

8. **Termination.**

8.1. The Village Manager, without cause, may terminate this Agreement upon thirty (30) calendar days' written notice to the Consultant, or immediately with cause.

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

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

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and

electronic format within fourteen business (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

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

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the

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

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

- 12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.
- 12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 12.3. The provisions of this section shall survive termination of this Agreement.
13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.
14. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.
15. **Entire Agreement/Modification/Amendment.**
- 15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
16. **Ownership and Access to Records and Audits.**
- 16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such

ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within fourteen business (14) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Jocelyn B. Koch
Mailing address: 88 West McIntyre Street
Key Biscayne, FL 33149
Telephone number: 305-365-5506
Email: jkoch@keybiscayne.fl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager, which approval shall not be unreasonably withheld. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
27. **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.
28. **Non-Solicitation of Employees.** During the term of this Agreement, and for a period of one year thereafter, Village shall not, directly or indirectly, solicit for hire as an employee, consultant or otherwise any of the personnel of Consultant who have performed services under this Agreement, without the express written consent of Consultant.
29. **Hurricanes and Severe Weather Events.** During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Consultant, at no cost to the Village, must take all precautions necessary to secure any materials or equipment used during the performance of the Services in response to all threatened storm events in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Services caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional contract time as a non-compensable, excusable delay.

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

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

Contract No. _____

E-Verify Affidavit

**EXHIBIT A
SCOPE OF SERVICES**

Contract No. _____

Exhibit A: Scope of Services



VILLAGE OF KEY BISCAYNE

MEMORANDUM

Village Council

Joe I. Rasco, Mayor

Franklin H. Caplan, Vice Mayor

Edward London

Allison McCormick

Brett G. Moss

Oscar Sardiñas

Fernando A. Vazquez

DATE: January 17, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Manager's Report

Village Manager

Steven C. Williamson

Section 1: Safe and Secure Village

No updates to report

Section 2: Thriving and Vibrant Local Community and Marketplace

a) Outdoor Dining & Parking ordinance implementation and education update (Building, Planning, Zoning and Code Compliance Director Jeremy Calleros Gauger)

Next Steps include:

- Finalizing permit applications to incorporate Zoning, building, fire code, and County rules, (by reference), into a single application
- Will be reviewing the application materials with Chamber of Commerce and beta testing with potential applicants
- Rolling out the application via a public meeting tentatively scheduled for January 30th in the late morning, or at a time which is most convenient for business owners, property managers, and property owners

Section 3: Engaging and Active Public Spaces and Programs

a) Sports program workshop update (Parks, Recreation and Open Space Director Todd Hofferberth)

On February 1, 2023 (6pm) a Community Workshop is scheduled to review and discuss the proposed agenda:

- Sports program management
- Review contracts and operations
- Identify staff and volunteers needed to run the programs
- Analyze use of field time and space
- Identify funding for field capital & maintenance and repairs

Section 4: Accessible, Connected, and Mobile Village-Wide Transportation

a) Rickenbacker Causeway update (Building, Zoning and Planning Director Jeremy Calleros Gauger)



VILLAGE OF KEY BISCAYNE

The Village continues to work closely with Miami Dade County via monthly meetings on a number of individual projects on the Rickenbacker Causeway that include:

- County causeway masterplan- Finalizing award to Kimley-Horn with work expected to be completed in December of 2023. This is the development of the Village Rickenbacker Concept Plan.
- Hobie Beach North- (Currently fenced off). Award for construction in February. Currently reviewing plans.
- City of Miami Virginia Key Boat Ramp – Item has passed through the Planning and Zoning Review Board and will proceed to Historic and Environmental Preservation Board. The Village is advocating for more complete designs which include parking control measures which will regulate the number of vehicles using the ramp.
- Toll Plaza reconfiguration- Miami Dade County began the early process of redesigning the toll plaza.
- FDOT interface for SR 913 / SW 26 Rd- This is nearing completion of the design for repaving and restriping. Very few changes, but this will cause traffic disruption.
- Nexus- Long-term planning exercise to improve the vehicle, pedestrian, and cycling interfaces at the intersections of Rickenbacker, Brickell, South Bayshore, SW 26 Road, I-95, Commodore Trail, and The Underline.
- Contingency planning for loss of access- Ongoing collaboration with Miami Dade County Emergency Management.

b) *Bear Cut Bridge update (Building, Zoning and Planning Director Jeremy Calleros Gauger)*

- Bear Cut Bridge- Routine maintenance will be taking place including concrete, asphalt, and striping. This will require some overnight lane closures, but Miami Dade County expects the disruption to be minimal.
- Bear Cut Bridge- “PD&E” has been advertised (Project Development and Environment Study Phase) for which Jeremy Calleros Gauger has been assigned to the technical review committee. Teams are submitting proposals (see graphic below).



c) *Alternative modes of Transportation update (Chief Sustainability and Resilience officer)*



VILLAGE OF KEY BISCAYNE

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FreeBee / FDOT Transit Development Grant:

- The Village's Freebee fleet received a 6th on-demand at the end of September 2022. The goal of adding additional vehicles is to boost ridership and reduce wait times. Ridership data is being monitored monthly to effectively measure service changes & need.
- Three months of ridership data was collected (October- December 2022) where ridership increased by 4 % since adding the sixth vehicle to the fleet.
- The Village was approved to receive grant through a Florida Department of Transportation grant that will help increase the fleet to a total of 8 vehicles. This matching grant award is valid for one year and will cover the cost of three on-demand vehicles.

School Bus Improvement Plan:

Improving the public-school bus service (MAST Academy, Coral Gables High) by making the service more accessible and by providing detailed route information can reduce congestion and improve safety within the Village. Village staff investigated the existing school bus operation and provides key findings below:

Coral Gables Senior High School (CGSHS)

- There is only one (1) school bus assigned to/from the Coral Gables Senior High School (CGSHS).
- There are 52 students assigned to the CGSHS bus however based on the latest survey conducted by Miami-Dade County Schools only 34 students use this bus.
- CGSHS bus arrives at the first stop around 6:05 AM and is scheduled to arrive at the school by 6:55.

Mast Academy

- There are 13 buses assigned to MAST Academy transportation from Village of Key Biscayne.
- The route information, times and schedule provided from the MAST Academy principal's office do not correlate with the times provided with the Miami-Dade County Public Schools (MDCPS) office.
- The bus routes as provided do not match the actual routes school bus utilize during their operation, as verified by field observation.
- Based on the survey conducted by the Village, parents do not find the school bus operation reliable.

Based on the findings, Village recommends:

- Coordinate with Miami Dade County Public Schools (MDCPS) to improve system deficiencies,
- Improve physical visibility of school bus stops, clarify timing,
- Explore opportunities for new bus stops on routes other than Crandon Boulevard,



VILLAGE OF KEY BISCAIYNE

- Develop communication and outreach plan to residents to encourage the use of school bus system as well as Miami-Dade transit bus service.

Section 5: Resilient & Sustainable Environment and Infrastructure

Nothing to report

Section 6: Effective and Efficient Government Services

a) Resident experience and Service Program Introduction (Chief of Staff Jocelyne Moussavou)

One of the Village's strategic objectives in FY23 is the implementation of a resident customer service program to respond and anticipate our resident's needs, requests and expectations. The Village of Key Biscayne already demonstrates good customer service in its dealings with the resident and business communities; nevertheless, to better align with the mission, vision and values of the community it is critical that:

- A culture of customer service be reinforced
- Systems and processes be implemented to respond to resident inquiries and requests
- Methods and tools be developed to anticipate and meet the community's needs
- An evaluation process be created and maintained to support continuous improvement

Over the past few months, Village staff have worked to develop and launch a new resident service request application that will serve as the primary interface for capture of requests from the community. The name of the application is VKB 311 and is currently available for download on Apple and Android stores.

The application's official launch will be February 2023. Be on the lookout for articles, community meetings and updates on how best to communicate with the Village through this app.

The goal of our initiative is to provide all residents with superior customer service in a kind, professional, and timely manner.

More to come on this topic in the upcoming weeks!

b) CIP project update (CIP & Grants Manager Colleen Blank)

IMPROVE CRANDON BOULEVARD

Paint Green Bike Lanes, Roadways & Crosswalk Markings

Description: Paint green bike lane markings at conflict points and repaint all roadways and crosswalk markings along Crandon Boulevard within Village limits.

Phase: Procurement

Progress: Council to review green bike lane installation contract on January 17, 2023. Work is expected to start in February 2023 and be completed in May 2023.

Cost: \$170,582.



VILLAGE OF KEY BISCAIYNE

Funding: Florida Department of Transportation Grant to install green bike lanes in the amount of \$100,000. Village funds using ARPA dollars will cover all costs greater than \$100,000.

Improve Harbor Drive and Crandon Boulevard Intersection

Description: Extend southbound left-hand turn bay at Crandon Blvd and queuing lane at Harbor Dr intersection.

Phase: Procurement

Progress Report: Council to review contract for the Harbor Drive and Crandon Boulevard intersection improvements on January 17, 2023. Construction is expected to start February 2023 and be completed by June 2023.

Cost Estimate: \$484,193

Funding: Road Impact Fee (\$460,000). Village ARPA dollars cover costs in excess of \$460,000.

Improve Harbor Drive and Fernwood Traffic Circle

Description: Reconstruct traffic circle at Fernwood and Harbor Drive to allow for easier passage of vehicles through the intersection.

Phase: Planning

Progress: The scope of work for the Harbor Drive and Fernwood traffic circle redesign is being developed. This item should come before the Council on February 15, 2023. Construction should begin in May 2023.

Cost Estimate: \$620,000

Funding: ARPA

REMEDiate AND CONSTRUCT PARADISE PARK

Description: Paradise Park at 530 Crandon Blvd is in the heart of the civic center of the Village of Key Biscayne. The park will be a destination, drawing visitors and residents to enjoy its shade trees, meet friends, and attend events. The park includes a "Walk Through History" of Key Biscayne made of floor plaques describing chronological milestones in the Village's history. A terrazzo plaza designed by José Bedia Valdés will be added to the existing collection of Bedia Plazas in the Village. An open green space anchors the park with plenty of shade trees.

As a gas station in its previous life, this site required remediation before becoming a park. The Village is in the process of completing the process with the EPA to designate 530 Crandon Boulevard as a Green Reuse Area pursuant to Section 376.80(2)(A). The Village anticipates reimbursement of a portion of the remediation costs through the Brownfield tax credit program.

Phase: Construction

Progress: Installation of all hardscape is almost complete. Village is waiting on FPL & AT&T to underground electrical utilities on north side of park before final landscape and turf installation. Remediation of the park is complete. The resolutions for approving the Brownfield area designation were read at the October 11, 2022, and November 29, 2022 Council meetings.

Cost: \$1,937,634



VILLAGE OF KEY BISCAIYNE

Funding: \$200,000 Florida Recreational Development Assistance Program (FRDAP) grant. Village General Fund dollars in the amount of \$1,737,634 allocated in FY22 and FY23. The Brownfield/Green Reuse Area designation will allow the Village to recoup approximately \$130k in remediation costs incurred during site preparation.

IMPROVE HAMPTON PARK

Description: Hampton Park is located on the corner of West Heather Drive and Hampton Lane. The quaint neighborhood pocket park offers a quiet respite for residents and boasts a few exotic plant species. It includes a bocci ball court, walking path, limestone benches, and pergola. As a resident designed and constructed park, this space holds special meaning for many locals.

This project consists primarily of restoring the park's original design elements that have been changed over time and improving upon others. Specific aspects of this project include:

- Improving the pathway by installing a new limestone paver that will be more accessible, durable, and easier to upkeep.
- Regrading the green space to facilitate drainage to existing catch basins, curbs, and gutters
- Replanting ground cover in shady areas of planting beds
- Extending turf closer to plant beds
- Removing unhealthy plants and replanting with native species
- Resurfacing the bocci court with compacted clay and building the court to address drainage

Phase: Construction

Progress: Hampton Park's improvements are scheduled to be completed by the end of January 2023. To date, the Village has:

- Reconstructed the walking path, making it more ADA accessible and durable while retaining the organic character
- Refinished the teak pergola structure
- Rebuilt the rolling hill at the northeast corner of the park
- Regraded the green space at the park to drain to a new swale that was constructed at the west end of the park near the roadway
- Replaced the bocce court frame with IPE wood on 12/21/22

The fill material for the bocce court is an oyster/decomposed granite sourced from California. Other suppliers of this material provided an estimated delivery schedule of April 2023 so despite the delay from this vendor, this is the fastest this material can arrive in South Florida. Once it arrives, the bocce court can be completed at which time the turf, landscape sprinklers, and plant labels can be installed.

Cost Estimate: \$100,000

Funding: \$50,000 (ARPA). The land was purchased by the Village with a grant from Florida Communities Trust (FCT) and the construction of the park is partially funded by a \$50,000 Florida Recreational Development Assistance Program (FRDAP) grant.



PERFORM IMMEDIATE FLOOD CONTROL AND MITIGATION

Description: Project reconstructs 100 catch basins and 1.5 miles of roadways. The catch basins will be redesigned to prevent landscape debris from clogging our stormwater system and roadways will be regraded to direct runoff to catch basins. Both treatments will reduce flooding during minor and moderate rain events in high-need areas. Areas were identified using historical flood data collected after storm events, LiDAR topographic data, and a Pavement Conditions Index (PCI). Five areas across the Village will be improved through this project.

Phase: Planning

Progress: Staff identified and noted the condition of each catch basin in five areas. The work to reconstruct catch basins will be competitively bid in February 2023. Roadway repaving will occur after the catch basins have been reconstructed.

Cost Estimate: \$1,000,000

Funding: Village Stormwater Fund (\$250,000) pending council approval at the January 17, 2023, regular council meeting. Hazard Mitigation Grant Program (HMGP) Federal funding has been tentatively awarded for installation of these improvements in Holiday Colony in the amount of \$300,000. The Village is pursuing State appropriations funding in the amount of \$450,000.

Reference Summary Table in Exhibit 6.b

Project Page Link: [Key Biscayne, FL | Capital Improvement Projects | ClearGov](#)

c) Master Agreement Contracts List (MACL) (Chief Financial Officer Benjamin Nussbaum)

The Village developed and maintains a Master Agreement & Contract List (MACL) which captures and centralizes essential information for all Village contracts and serves as a procurement tool to identify current and expiring contracts. The MACL is updated quarterly and includes information such as vendor name, description, award amount, contract terms and expiration dates.

The MACL and copies of the contracts can be accessed via the Village's website and document repository Laserfiche [here](#)



Manager's Report - 3 Month Outlook

Council Meetings:

Wednesday, February 15, 2023

Type	Item	Lead	Dependencies
Ordinance	External Agency Utility Permitting (2nd reading)	Public Works	
Ordinance	FY23 Budget Amendment 3 (2nd reading)	Finance & CIP	Capital projects
Ordinance	Modification to Chapter 10 flood plain mgt (1st reading)	Building Zoning & Planning	Requirement for CRS reduction
Ordinance	Monument Signage (1st reading)	Building Zoning & Planning	
Ordinance	Art in Public Places (1st reading)	Building Zoning & Planning	
Ordinance	E-Bikes & Scooters (1st reading)	Police	
Ordinance	Short Term Rental Ordinance (1st reading)	Building Zoning & Planning	
Ordinance	Noise Ordinance (1st reading)	Building Zoning & Planning	
Ordinance	Landscape contractor registration/regulation (1st reading)	Public Works	
Ordinance	Stormwater Incentives Ordinance (1st reading)	Public Works	
Resolution	12 + 22-24 Crandon Blvd site plan approval	Building Zoning & Planning	
Resolution	Resolution accepting impacts to endangered species	Building Zoning & Planning	Requirement for CRS reduction
Resolution	Stormwater and Solid Waste Fees modification & setting a hearing date	Public Works	
Resolution	Neat Streets grant application	Building Zoning & Planning	
Resolution	Beach Park design concept review (60%)	Public Works	
Resolution	Utility undergrounding design (Comcast)	Public Works	Aligns with FPL design
Resolution	Utility undergrounding design (AT&T)	Public Works	Aligns with FPL design
Special Presentation	Annual Presentation: County Commissioner Raquel Regalado	Village Manager	

Council Meetings:

Tuesday, March 14, 2023

Type	Item	Lead	Dependencies
Ordinance	Modification to Chapter 10 flood plain mgt (2nd reading)	Building Zoning & Planning	
Ordinance	Monument Signage (2nd reading)	Building Zoning & Planning	
Ordinance	Short Term Rental Ordinance (2nd reading)	Building Zoning & Planning	
Ordinance	Noise Ordinance (2nd reading)	Building Zoning & Planning	
Ordinance	Landscape contractor registration/regulation (2nd reading)	Public Works	
Ordinance	Stormwater Incentives Ordinance (2nd reading)	Public Works	
Ordinance	EAR update (1st reading)	Building Zoning & Planning	
Ordinance	Art in Public Places (2nd reading)	Building Zoning & Planning	
Ordinance	Stormwater Rate Adjustment (1st reading)	Public Works	
Ordinance	Seawall Ordinance (1st reading)	Public Works	
Ordinance	Solar Ready Panels (1st reading)	Public Works	
Ordinance	News Rack ordinance (1st reading)	Building Zoning & Planning	
Ordinance	EV charging station ordinance (1st reading)	Public Works	
Resolution	St Agnes Indoor Court Agreement	PROS	
Resolution	Federal Cost share agreement w/ USACE for Beach and Back Bay study	Public Works	
Resolution	Village Wide streetlight conversion and transfer to FPL	Public Works	
Special Presentation	30% design presentation for stormwater system selection in K8 basin	Public Works	
Special Presentation	Library design & construction update by MDPLS	Building Zoning & Planning	



Manager's Report - 3 Month Outlook

Council Meetings:

Tuesday, April 4, 2023

Type	Item	Lead	Dependencies
Ordinance	Stormwater Rate Adjustment (2nd reading)	Public Works	
Ordinance	Seawall Ordinance (2nd reading)	Public Works	
Ordinance	EAR update (2nd reading)	Building Zoning & Planning	
Ordinance	Solar Ready Panels (2nd reading)	Public Works	
Ordinance	News Rack ordinance (2nd reading)	Building Zoning & Planning	
Ordinance	EV charging station ordinance (2nd reading)	Public Works	
Ordinance	Fee Schedule (to include NOV) (1st reading)	Building Zoning & Planning	
Resolution	FDOT Transit Development Grant	Public Works	
Resolution	KB/K8 Field & Courts Improvement	PROS	

Significant Actions:

January -February 2023

Projects & Initiatives

Title	Description	Location	Highlight
Splashpad upgrade	The splash pad is being replaced and upgraded with new features.	Village Green	Completion: January 2023
Improve Hampton Park	This project consists primarily of restoring some of the park's original design elements that have been changed over time and improving upon others.	Hampton Park	Completion: February 2023
Install Village wide EV chargers	Installation of 2 pedestals (2 charging stations each)	Village Wide	Completion: February 2023

Events & Public Meetings:

Title	Description	Location	Date
Splash Pad	Ribbon Cutting Ceremony	Village Green	01.25.2023
VKB Police Boat	Unveiling & Maiden Journey	TBD	01.27.2023
Outdoor Dining and Parking Ordinance Implementation	Community Workshop	TBD	01.30.2023
Hampton Park	Ribbon Cutting Ceremony	Hampton Park	01.31.2023
Athletics Programs & Fields	Community Meeting	TBD	02.01.2023
Council Meeting	Monthly Council Meeting	Council Chambers	02.15.2023
Paradise Park	Ribbon Cutting Ceremony	Paradise Park	02.17.2023
Zoning Workshop	Community Meeting	TBD	Febraury 2023
VKB 311/See Click Fix	Application Launch/Kick off	TBD	Febraury 2023
Seawall Ordinance	Community Meeting	TBD	Febraury 2023
Electric Vehicle Charging Stations	Community Meeting	TBD	Febraury 2023
Crandon Blvd Kick-off Construction, Markings, & Green Bike Lanes	Community Meeting	TBD	Febraury 2023

Major Contracts and Agreements:

Title	Purpose	Lead	Status
Rights-of-Way	Repave roadways and repair sidewalks within the Village in poor or fair condition with the goal of achieving a Village-wide average Pavement Conditions Index (PCI) score of 85	Public Works	Scoping
Facilities/Custodial Management	Provide Facilities Management, Maintenance, and Custodial Services for the Village under continuing service contract.	Public Works	Solicitation & Evaluation
Landscaping, Grounds & Parks	Perform comprehensive landscape maintenance services conducted in a manner that will maintain healthy grass, shrubs and plants, and present a clean, neat, and healthy appearance Village-wide. Services will be performed throughout Village right-of-way.	Public Works	Solicitation & Evaluation
Tree Trimming	Provide tree trimming services village-wide	Public Works	Negotiation & Award
On-Demand Vehicles	Provide on-demand services and vehicles to Village community	Public Works	Scoping
Stormwater Systems	Stormwater Utility Maintenance Services which includes but not limited to cleaning catch basins, manholes, drains, exfiltration trenches, outfalls, pollution control boxes, and performing closed circuit television (CCTV) inspection	Public Works	Scoping



Manager's Report - 3 Month Outlook

Athletic Fields	Provide field maintenance services at the Village Green, MAST Academy, St. Agnes and Key Biscayne K-8 School fields and Paradise Park.	PROS	Solicitation & Evaluation
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