

AGENDA

Key Colony Beach Utility Board

Tuesday, April 21, 2026 – 3:30 PM

Marble Hall, 600 W. Ocean Drive, Key Colony Beach & via Zoom Conferencing

[Zoom login information at the end of this agenda](#)

1. **Call to Order, Pledge of Allegiance, Prayer, & Rollcall**
2. **Swearing-in of Appointed Board Member Peter Testa - Pg. 1**
3. **Approval of Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by majority vote*)
4. **Citizen Comments and Correspondence**
5. **Approval of Minutes**
 - a. 03-18-2026 Utility Board Meeting Minutes - **Pgs. 2-5**
6. **Items for Discussion & Recommendation of Approval**
 - a. Review of Capital Improvement Projects - **Pg. 6**
 - b. Review of March Sludge Hauling - **Pg. 7**
 - c. Discussion/Recommendation to Award RFP 2026-02 Sludge Hauling Services - **Pgs. 8-36**
 - d. Discussion/Recommendation to Approve the 2026/2027 Atlantic Pipe Contract for Storm Drain Cleaning Services - **Pgs. 37-56**
 - e. After-the-Fact Approval for an Emergency Pump Purchase from Xylem for \$34,303.00 - **Pgs. 57-60**
7. **City Staff Report - Pg. 61**
8. **Sewer and Stormwater Grant update**
9. **Operator's Monthly Report**
 - a. March 2026 - **Pg. 62**
 - b. Maintenance Budget for re-use - **Pg. 63**
10. **Treasurer's Report**
 - a. **March 2026 Wastewater Financial Reports**
 1. Balance Sheet - **Pgs. 64-66**
 2. Income Statement - **Pgs. 67-69**
 3. Discussion/Approval of Wastewater Warrant No. 0326 for \$366,708.36 - **Pg. 70**
 - b. **March 2026 Stormwater Financial Reports**
 1. Balance Sheet - **Pg. 71**
 2. Income Statement - **Pg. 72**
 3. Discussion/Approval of Stormwater Warrant No. 0326 for \$1,877.50 - **Pg. 73**
11. **Any Other Business**
12. **Next Meeting:** May 19, 2026 – 3:30 PM
13. **Adjournment**

"Members of the public may speak for three minutes and may only speak once...unless waived by a majority vote of the commission."

Persons who need accommodations in order to attend or participate in this meeting should contact the city clerk at 305-289-1212 at least 48 hours prior to this meeting in order to request such assistance. If a person decides to appeal any decision made with respect to any matter considered at any meeting, 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.

**This meeting will be held at Marble Hall, 600 W. Ocean Drive, Key Colony Beach, and via Zoom.
Join from PC, Mac, iPad, or Android:**

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/83227681285?pwd=tA6buzubKT3nrbnh5vr2pLVtaxG0wp.1>

Passcode:934419

Phone one-tap:

+13052241968,,83227681285#,,,,*934419# US

+13017158592,,83227681285#,,,,*934419# US (Washington DC)

Join via audio:

+1 305 224 1968 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

Webinar ID: 832 2768 1285

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City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone# 305-289-1212 • Fax# 305-289-1767



UTILITY BOARD - OATH OF OFFICE

"I do solemnly swear, that I will support, protect, and defend the Constitution and Government of the United States, and of the State of Florida, against all enemies, domestic and foreign, and that I will bear true faith, loyalty, and allegiance to the same, and that I am entitled to hold office under the Constitution, and that I will faithfully perform all duties as a member of the Utility Board of the City of Key Colony Beach on which I am about to enter, so help me God."

Signature: _____

Printed Name: _____

Date: _____

Sec. 2-1. - Oath of office.

Each city official, whether elective or appointive, shall, before entering upon the discharge of the duties of office, take and subscribe the following oath before a notary public, or any officer authorized to administer oaths in Florida, to wit: "I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, and of the State of Florida, against all enemies, domestic and foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold office under the Constitution, and that I will faithfully perform all the duties of the office of (mayor, city clerk, etc.) of Key Colony Beach on which I am about to enter, so help me God." The oath of office shall be filed with the city clerk and kept and preserved as a part of the records of the city.

(Ord. No. 353-2003, 2-13-03)

MINUTES

Key Colony Beach Utility Board
Wednesday, March 18th, 2026 – 3:30 PM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, & Rollcall:** The Key Colony Beach Utility Board was called to order by Chair Fred Swanson at 3:30 PM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Chair Fred Swanson, Vice-Chair Ed Carey, Joe Schmidt. **Absent:** Gil Gilbertson, James Testa. **Also present:** Mayor Freddie Foster, Commissioner Tom Harding, Commissioner Kirk Diehl, City Administrator John Bartus, Building Official Tony Loreno, Public Works Department Head Mike Guarino, Administrative Assistant Par Darnall, City Clerk Silvia Roussin, Plant Operator Shane Ellis, Chris Haack of Haack Environmental, John Kibbler of the Key Colony Beach Motel.

Public Attendance: 2

City Clerk Roussin confirmed a physical quorum of three for the Board.

~~2. Swearing of Newly Appointed Board Member Peter Testa~~

3. **Approval of Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by majority vote*)

City Clerk Roussin informed of the following proposed agenda additions:

- Addendum to 6a. Public Notice of Pollution by the DEP
- A new Item 6e. Discussion/Recommendation for Approval for a Proposal by Reynolds Construction for WRF Upgrades for \$21,587.20 (Drying Bed Effluent Reroute & Replacement)
- A new Item 6f. Discussion/Recommendation for Approval for a Proposal by Reynolds Construction for WRF Upgrades for \$25,206.16 (ARV & Air Separator Tank Replacement)
- An after-the-fact approval for emergency digester pump-out services by Nationwide Plumbing Services for \$17,472.00 and approval for payment to Haack Environmental for the same services for \$24,562.00, as a new Item 6g.

There were no other additions, and Chair Swanson asked for a motion to approve the agenda with additions.

MOTION: Motion made by Ed Carey to approve. Joe Schmidt seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

4. **Citizen Comments and Correspondence:** None.

5. **Approval of Minutes**

- a. 02-17-2026 Utility Board Meeting Minutes

Chair Swanson asked for a motion to approve the minutes.

MOTION: Motion made by Vice-Chair Carey to approve. Joe Schmidt seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

6. Items for Discussion & Recommendation of Approval

a. Discussion/Review of Waste Hauling

Chair Swanson introduced the agenda item and asked Plant Operator Shane Ellis to provide an overview. Mr. Ellis reported that the City's waste hauler, GTech, is no longer able to perform digester waste pump-out services, requiring the use of alternative contractors to maintain operations. Mayor Foster outlined violations, non-compliance, and unresponsiveness by GTech and emphasized the need to maintain regulatory compliance. He recommended entering into a short-term agreement with Haack Environmental while new bid specifications are developed and confirmed that emergency pump-outs are underway.

Joe Schmidt inquired whether the lack of recent pump-outs contributed to the current situation which was confirmed. Chris Haack explained hauling restrictions, emergency conditions, higher operational costs, and advised verification of waste manifests. He noted that Haack Environmental's Big Pine Key facility is expected to be fully operational shortly and that the company provides services for other local agencies.

Mayor Foster stated that Haack Environmental will handle hauling services moving forward. Commissioner Harding supported terminating the contract with GTech and procuring a new contract. The Board concurred, and Mayor Foster confirmed that staff and consultants will meet to address outstanding issues, with Haack Environmental providing interim services.

b. Review of Wastewater Billing for the Key Colony Beach Motel

Mr. John Kibbler addressed the Board regarding wastewater billing for the Key Colony Beach Motel. He stated that the property had previously been billed based on usage, without a minimum per-unit assessment. Mr. Kibbler discussed improvements made to reduce water consumption, occupancy considerations, and expressed concern that the recent increase in expenses represents a financial hardship.

Chair Swanson noted that the property had been billed incorrectly in the past. Mr. Kibbler reiterated concerns regarding billing impacts and hardship. City Clerk Roussin confirmed that the current billing reflects the correct minimum assessment based on the number of units. Mr. Kibbler also discussed the existence of multiple meters on the property.

Commissioner Harding explained the historical context of prior billing adjustments and reviewed the City's policy for commercial wastewater assessments. Additional discussion included comparisons to condominium billing, overall water consumption, and conservation efforts. Mr. Kibbler provided final comments and thanked the Board for the opportunity to speak.

c. Discussion/Approval of a proposal by FJ Nugent for an emergency call-out system

Plant Operator Shane Ellis reported that the current call-out system is unreliable and fails to consistently activate alarms during after-hours emergencies. He emphasized the need for a system that can provide timely nighttime alerts and noted challenges in obtaining prompt IT support during emergencies. Shane Ellis and the Board reviewed the submitted proposals. Commissioner Harding supported approval of the higher proposal and stated he would work with Mr. Ellis to coordinate details with the vendor.

MOTION: Motion made by Vice-Chair Carey to choose the second option in the proposal and have Commissioner Harding and Plant Operator Ellis finalize the details. Joe Schmidt seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

d. Discussion/Approval of a Renewal Quote by Hach for \$5,382.00

Plant Operator Shane Ellis explained that the current quote covers the annual service visit and recommended approval.

MOTION: Motion made by Vice-Chair Carey to approve. Joe Schmidt seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

e. Discussion/Recommendation for Approval for a Proposal by Reynolds Construction for WRF Upgrades for \$21,587.20 (Drying Bed Effluent Reroute & Replacement)

f. A new Item 6f. Discussion/Recommendation for Approval for a Proposal by Reynolds Construction for WRF Upgrades for \$25,206.16 (ARV & Air Separator Tank Replacement)

Mayor Foster discussed both proposals received from Reynolds and clarified the scope of the quotes provided. He stated that Engineering recommended approving the higher proposal. Shane Ellis provided additional details on the scope and process. Mayor Foster advised disregarding the lower quote and approved the quote for \$25,206.16.

MOTION: Motion made by Joe Schmidt to accept the proposal for \$25,206.16. Vice-Chair Carey seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Clerk Roussin informed that the recommendation will be presented to the City Commission the following day.

g. After-the-fact approval for emergency digester pump-out services by Nationwide Plumbing Services for \$17,472.00 and approval for payment to Haack Environmental for the same services for \$24,562.00

The Board discussed the invoices, with additional comments by Chris Haack regarding the need for an additional valve on the digester tank. Further discussion followed on the existing valve and the best improvements.

MOTION: Motion made by Joe Schmidt to approve. Vice-Chair Carey seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Clerk Roussin stated that the recommendation would be presented to the City Commission the following day.

7. City Staff Report: There were no questions on the report.

8. Sewer and Stormwater Grant update: City Administrator Bartus reported on legislative progress and provided updates on ongoing projects.

9. Operator's Monthly Report

a. February 2026

b. Maintenance Budget for re-use

Commissioner Harding discussed elevated nitrogen levels, emphasizing the need to review the wastewater permit for possible violations and to assess whether treatment adjustments are necessary. He also outlined permit requirements

and audit compliance responsibilities.

10. Treasurer's Report

a. February 2026 Wastewater Financial Reports

1. Balance Sheet
2. Income Statement
3. Discussion/Approval of Wastewater Warrant No. 0226 for \$90,097.61

b. February 2026 Stormwater Financial Reports

1. Balance Sheet
2. Income Statement
3. Discussion/Approval of Stormwater Warrant No. 0226 for \$68,123.71

Chair Swanson asked for questions about the warrants. Vice-Chair Carey sought clarification on a payment to GTech, which City Clerk Roussin confirmed she will follow up on.

MOTION: Motion made by Vice-Chair Carey to approve the Wastewater and Stormwater Warrants. Joe Schmidt seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

11. Any Other Business: None.

12. Next Meeting: April 21, 2026 – 3:30 PM

13. Adjournment: The meeting adjourned at 4:33 PM.

Respectfully submitted,

Silvia Roussin

City Clerk

UTILITY BOARD - FISCAL YEAR 2024-2025 BUDGET

Summary of potential projects for FY2026 (Draft)
Wastewater

Item	Description	Cost	Comments
1	Purchase and install 4 cassettes membranes (veolia)	\$250,000.00	Last replaced in May 2017, additional replacement needed for 2027, Maintenance
2	Pipe stand trellis for MBR processing piping, replace rusting steel stand	\$75,000.00	2025 Maintenance
3	Lift station control boxes being raised	\$42,000.00	2027 Flood Mitigation Grant - DEP
4	Yearly repair or if needed replacement of pumps and motors	\$75,000.00	2025-2030 Maintenance Each year.
5	Sewer system return system- leak corrections	\$70,000.00	2026 Maintenance
6	Sewage pumping system update (grinder pump and control panel)	\$40,000.00	TBD Maintenance
7	Painting Buildings and Equipment - Phase 1	\$75,000.00	2026 Maintenance
8	ISAM Tank Baffle replace	\$25,000.00	TBD Maintenance
	Total	\$652,000.00	(Plant \$540,000, System \$112,000)

Stormwater

Item	Description	Cost	Comments
1	Stormwater improvements wet retention pond - Phase I work, quote and approve Phase II work, evaluate timing and grant funding	\$482,756.00	2025 Grant funding remaining
	Total	\$482,756.00	

	Date	Contractor	Description	Trucks	Gallons Pumped	Cost
Week 1						\$ -
Week 2						\$ -
Week 3	3/17/2026	Nationwide Plumbing Services	Emergency Pump-Out #1	1		\$ 4,576.00
	3/18/2026	Haack Environmental	Emergency Pump-Outs 3 Trucks	3	32,750	\$ 24,562.00
	3/18/2026	Nationwide Plumbing Services	Emergency Pump-Out #6	1		\$ 3,744.00
	3/18/2026	Nationwide Plumbing Services	Emergency Pump-Out #2	1		\$ 4,576.00
	3/18/2026	Nationwide Plumbing Services	Emergency Pump-Out #3	1		\$ 4,576.00
	3/18/2026	Nationwide Plumbing Services	Emergency Pump-Out #5	1		\$ 4,576.00
	3/18/2026	Nationwide Plumbing Services	Emergency Pump-Out #4	1		\$ 3,744.00
	3/19/2026	Haack Environmental	Pump-Out	4	17,000	\$ 12,750.00
	3/21/2026	Haack Environmental	Pump-Out	2	8,500	\$ 6,375.00
Total Week 3				15	58,250	\$ 69,479.00
Week 4	3/23/2026	Nationwide Plumbing Services	Emergency Pump-Outs 2 Trucks	2		\$ 9,152.00
	3/23/2026	Haack Environmental	Pump-Out	1	4,250	\$ 3,187.50
	3/23/2026	Haack Environmental	Pump-Out	1	5,000	\$ 3,750.00
	3/24/2026	Haack Environmental	Pump-Out	1	5,000	\$ 3,750.00
	3/24/2026	Haack Environmental	Pump-Out	1	4,250	\$ 3,187.50
	3/25/2026	Haack Environmental	Pump-Out	2	8,500	\$ 6,375.00
	3/25/2026	Haack Environmental	Pump-Out	1	5,000	\$ 3,750.00
	3/28/2026	Haack Environmental	Pump-Out	1	4,250	\$ 3,187.50
Total Week 4				10	36,250	\$ 36,339.50
Week 5	3/29/2026	Haack Environmental	Pump-Out	3	12,750	\$ 9,562.50
	3/30/2026	Haack Environmental	Pump-Out	4	13,250	\$ 9,937.50
Total Week 5				7	26,000	\$ 19,500.00
Total March				32	120,500	\$ 125,318.50

City of Key Colony Beach, Florida

REQUEST FOR PROPOSAL

RFP 2026-02

SLUDGE HAULING



RFP 2026-02 – SLUDGE HAULING

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RFP 2026-02 – SLUDGE HAULING

REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on April 16, 2026 at 9:35 AM the City of Key Colony Beach, Florida (the “City”) will open sealed proposals for the following:

RFP 2026-02 SLUDGE HAULING

Specifications and proposal documents may be requested from Demand Star by going to the website www.demandstar.com. The public record documents are available by contacting the City at City Of Key Colony Beach, P.O. Box 510141, 600 W. Ocean Dr., Key Colony Beach, FL 33051-0141.

Questions regarding the proposal should be directed by e-mail to City Commissioner, Tom Harding at tom.harding@keycolonybeach.net on or before the date published in the bid calendar.

If the event an addendum or Q&A are issued based on this solicitation they will be posted on www.demandstar.com. You should periodically check the website to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

Proposals must be submitted to the City Clerk in hard copy and digital format. Submissions shall include one (1) original and five (5) clearly labeled copies, along with one (1) digital copy on a USB drive. All materials must be enclosed in a sealed package clearly marked on the outside: “REQUEST FOR PROPOSALS: 2026-02 SLUDGE HAULING,” and addressed to: City of Key Colony Beach, Florida, City Clerk’s Office, 600 W. Ocean Drive, Key Colony Beach, Florida 33051.

All responses will be publicly opened and only the names of the Respondents will be disclosed. Responses received after the assigned date and time will NOT be considered.

Prospective respondents should contact the City Clerk’s Office to obtain either an electronic or paper version of the bid documents by calling 305-289-1212 (ext. 2), or e-mail: cityclerk@keycolonybeach.net.

All proposals must remain valid for a period of ninety (90) days or until the City approves the contract. The City will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).

The City reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the City to do so.

Recommendation to the City of Key Colony Beach, Florida will be based upon a proposal(s) that represent the best interest of the City and award of the contract will be deemed by the City to be in the best interest of the City.

**Dirk M. Smits, Esq.
Released in Key Colony Beach, Florida**

RFP 2026-02 – SLUDGE HAULING

City of Key Colony Beach, Florida

PROPOSAL FORM

BID DUE /BID OPENING DATE/TIME: April 16, 2026, 11:00 A.M.

NAME OF COMPANY

ADDRESS OF COMPANY

PRINT NAME OF AUTHORIZED SIGNATURE

EMAIL ADDRESS

TELEPHONE No.

FAX

PLEASE BE SURE THAT THE NAME OF YOUR COMPANY APPEARS ON EACH PAGE OF THIS PROPOSAL FORM.

IF SIGNED BY AN AGENT OF NAMED COMPANY WRITTEN EVIDENCE FROM THE OWNER OF RECORD OF HIS/HER AUTHORITY MUST ACCOMPANY THIS PROPOSAL.

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 29 inclusive of this Request for Proposal, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Representative (blue ink preferred on original) _____ Date _____

Name of Proposer's Authorized Representative _____ Title of Proposer's Authorized Representative _____

RFP 2026-02 – SLUDGE HAULING

BACKGROUND:

The City of Key Colony Beach, Florida, (the “City”) is soliciting proposals to perform non-emergency hauling of domestic sludge (biosolids) waste of ~ 880,000 gallons per year, approximately 67,000 average gallons per month, with 22,500 gallons/month in the off season and 99,000 gallons/month in peak season hauls per month. Hauling will be on an as-requested and as-needed basis. All requests issued by the City for non-emergency hauling services shall require a mandatory response time of no more than twenty-four (24) hours.

Also included is a request to provide non-emergency pumping services during the cleaning of the City’s fifteen (15) lift stations, typically done twice a year. On site walk down may be required to determine manpower and equipment needs.

Also included is a request to provide emergency hauling of domestic sludge on an as-requested and as-needed basis. All emergency requests issued by the City shall require a mandatory response time of no more than one (1) hour.

All proposals must be responsive to all services requested above. Proposals that fail to include non-emergency services, emergency services, and periodic pumping services of the City’s lift stations may be deemed to be unresponsive.

Hauling will be from the City’s wastewater plant at 600 8th Street, Key Colony Beach, FL 33051 and/or the City’s fifteen (15) lift stations, to an FDEP permitted site designated by the proposer and agreed to by the City in accordance with the terms of this Request for Proposals.

The City reserves the right to award multiple contracts under this Request for Proposals.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals (RFP).

During the evaluation process, the City reserves the right to request additional information or clarification from proposers, to allow corrections of errors or omissions, and to amend this RFP as necessary.

All materials submitted to the City in response to this RFP shall remain the property of the City. Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

To be considered, a proposal must be received by April 16, 2026, at 11:00 A.M. The proposals will be evaluated and ranked according to the criteria provided in the “Evaluation Criteria” in this RFP. This RFP is not an offer by the City to contract with a selected firm responding to this RFP. The City reserves the right to reject any or all proposals, to waive minor irregularities in any proposal, to negotiate with and select one or more respondents, or cancel this request in total or in part. Please see the “Contents for Responses” in this RFP for further information.

SCOPE OF WORK:

All terms and conditions required by respondents should be included within their response.

RFP 2026-02 – SLUDGE HAULING

All costs of responding to this RFP are the responsibility of each respondent and may not be charged to the City. Any dispute concerning the timeliness of a response shall be resolved against the respondent.

The City seeks proposals to perform non-emergency hauling of domestic sludge (biosolids) waste of ~ 880,000 gallons per year, approximately 67,000 average gallons per month, with 22,500 gallons/month in the off season and 99,000 gallons/month in peak season hauls per month. Hauling will be on an as-requested and as-needed basis. All requests issued by the City for non-emergency hauling services shall require a mandatory response time of no more than 24 hours.

Also included is a request to provide non-emergency pumping services during the cleaning of the City's fifteen (15) lift stations, typically done twice a year. On site walk down may be required to determine manpower and equipment needs.

Also included is a request to provide emergency hauling of domestic sludge on an as-requested and as-needed basis, including a mandatory provision for emergency services for a pump truck to pump out the City's lift station(s) should they become non-functional and/or transfer waste from one station to another. All emergency requests issued by the City shall require a mandatory response time of no more than one (1) hour.

Hauling will be from the City's wastewater plant at 600 8th Street, Key Colony Beach, FL 33051 and/or the City's fifteen (15) lift stations, to a FDEP permitted site designated by the Bidder and agreed to by the City in accordance with the terms of this RFP. The successful bidder will be required to provide City supporting documentation of the hauling and disposal of the domestic sludge including the location and amounts of disposal.

Transportation and Hauling: The prospective bidder shall provide with its proposal the name, location, and FDEP permit number of any facility to which the domestic sludge will be transferred, as well as copies of all written agreements with third parties related to the same.

Reference rule 62-640.880 (1) (c) states:

(c) The source facility and the biosolids treatment facility shall enter into a written agreement addressing the quality and quantity of the biosolids accepted by the biosolids treatment facility. The agreement shall include a statement, signed by the biosolids treatment facility permittee, as to the availability of sufficient permitted capacity to receive the biosolids from the source facility, and indicating that the biosolids treatment facility will continue to operate in compliance with the requirements of its permit. The agreement shall also address responsibility during transport of biosolids between the facilities. The biosolids treatment facility permittee shall submit a copy of this agreement to the appropriate District Office of the Department, or to the delegated Local Program, at least 30 days before transporting biosolids from the source facility to the biosolids treatment facility.

City Representation

General Counsel – Vernis & Bowling of the Florida Keys, P.A.

Submittal Requirements

Bidders must submit a proposal organized as outline below. Any proposal that does not contain the information outlined below may not be considered. Proposal contents shall be presented in the following sequence to facilitate evaluation:

1. Transmittal Letter

RFP 2026-02 – SLUDGE HAULING

2. Company and Staff - Experience and Qualifications
3. Work Plan
4. Scope exclusions/addenda
5. Fee Proposal (Lump sum not-to-exceed fee and fee schedule/hourly rates)
6. References
7. Professional Services Agreement and Insurance
8. Other

The following includes a brief description of each of the above items:

1. Transmittal Letter

The transmittal letter should introduce the proposal, summarized not-to-exceed proposed costs, signed by an official authorized by the bidder to solicit business and enter into contracts. The letter should include the name, address, email address, and phone number of the bidder's primary contact person.

2. Company and Staff – Experience and Qualifications

The proposal must clearly demonstrate that the firm and its personnel possess the experience, qualifications, and capacity necessary to successfully perform the scope of services requested by the City, including a copy of all required permits and licenses necessary for its performance hereunder, which permits and licenses must be maintained for the entire term of any contract awarded.

3. Work Plan

This section should give an introduction and overview of the approach, list general objectives, develop a work plan by breaking down the project into specific tasks or work elements clearly associated with the scope of services included in this RFP, and explain the methodology to be used to complete each task.

This section should also include, at a minimum, the following specific information:

- The name, location, and FDEP permit number of any facility to which the domestic sludge will be hauled, transported and/or disposed.
- Copies of all written agreements between the prospective bidder and third parties related to the hauling, transporting, and disposal of the domestic sludge.
- A description of its methods, plans, procedures and processes for its timely performances hereunder, especially as to emergency requests for services.
- A description of its methods, plans, procedures and processes for timely and effective communications with the City, especially as to emergency requests for services.

4. Scope Exclusions/Addenda

In reviewing this RFP, the bidder may encounter tasks, which, in the opinion of the bidder, may be unnecessary, or, may have been omitted. The bidder may identify these tasks, and include any tasks that are deemed necessary by the bidder, but are not required or identified by this RFP.

5. Fee Proposal

In this section, provide in a table format, the cost for each task, including a listing of the personnel assigned to each task, hourly rates, and the number of hours each position is budgeted for each task. Identify other personnel billing practices and reimbursable costs. This table shall include a lump-sum fixed fee, not-to-exceed total cost for each Phase of this RFP. Please note any other fees and costs.

6. References

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The proposal must identify three different clients for which the firm has provided services similar to those sought by the City within the last three years and that would be willing to provide a reference. Include the name and contact information of an appropriate individual with each client and briefly summarize the main services or initiatives the firm provided to the client. Experience of refunding successor agency to the RDA bonds is preferred.

7. Insurance

Provide a statement that you have the required insurance in the amount, types, and endorsements required as described in Paragraph F of the General Information on Page 12.

8. Other

Additional information the proposer may feel will strengthen the proposal or be of interest to the City.

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Selection Criteria
(Bid Review Committee Use Only)

Proposer: _____ Date: _____

Selection Criteria:	Point Value Max.	Point Value Awarded
Cost of Services	30	_____
Suitability of Proposal to Meet City Needs, including procedures to ensure required response times and effective communications	25	_____
Prior Experience with Similar Scope of Work	15	_____
Company Background, Experience and Location.	10	_____
Professional Credentials, References and Qualifications	10	_____
Aspects of Proposal Exceeding Specifications Adding Quality	10	_____

Total:

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GENERAL INFORMATION

A. INTRODUCTION

The City of Key Colony Beach, Florida, hereinafter referred to as the "City" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a tentative calendar:

B.

CALENDAR OF EVENTS RFP 2026-02		
DATE:	TIME (ET):	ACTION:
April 1, 2026	5:00 PM	Release Solicitation
April 6, 2026	4:00 PM	Last day for submission of written questions to the City
April 10, 2026	4:00 PM	Last day for the City to post answers to questions
April 16, 2026	11:00 AM	Proposal Due/Bid Opening (Open to Public – 600 W. Ocean Dr., Key Colony Beach, FL 33051-0141)
April 21, 2026	11:10 AM	Bid Review Committee
May 21, 2026	9:30 AM	City Commission Meeting (Open to Public – 600 W. Ocean Dr., Key Colony Beach, FL 33051-0141)

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C. SUBMISSION REQUIREMENTS

1. Be advised that registering with DemandStar is a FREE service if registering to receive City of Key Colony Beach, Florida solicitations.

The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer. The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the City must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

The proposal package must be submitted no later than the date / time provided in the bid calendar.

D. WRITTEN EVALUATION / ORAL INTERVIEW OR PRESENTATION EVALUATION

Responses will be distributed to a selection committee for review and evaluation. The evaluation criteria will be listed in the scope of work of this document. The committee will then discuss and scores will be tallied. After an evaluation of the proposals, the selection committee may select a vendor or conduct interviews or request presentations from a short list of vendors.

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s.286.011 and s. 24(b), Art. I of the State Constitution.

Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids or proposals, whichever occurs earlier.

E. CONDITIONS AND LIMITATIONS

a) The City reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.

b) The City may consider all proposals and reserves the right to award the contract(s) in the best interest of the City.

c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.

d) The City will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.

e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.

f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the City or City Commissioner regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.

g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the City.

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h) The City and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the City reserves the right to select an alternative proposer.

j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.

k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the City has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

F. INSURANCE REQUIREMENTS

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the City of Key Colony Beach, Florida.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the City specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the City would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

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GENERAL TERMS & CONDITIONS

1. PREPARATION OF PROPOSALS:

- a) **Bidder's Liability:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the City of Key Colony Beach, Florida (the "City") or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) **Submission of Proposals:** One (1) original, five (5) copies, so designated, and one (1) digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "REQUEST FOR PROPOSALS: 2026-01 TAX-EXEMPT LOAN FINANCING" and addressed to: City of Key Colony Beach, Florida, City Clerk's Office, 600 W. Ocean Drive, City of Key Colony Beach, FL 333051.

All responses will be publicly opened and only the names of the Respondents will be disclosed. Responses received after the assigned date and time will NOT be considered.

- c) **Receipt of Proposals:** The City is not responsible for timely submission of proposals.

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:

i) Completed and signed **Invitation Package**

ii) Completed **Proposal** form(s)

iii) Certificate of Insurance

iv) Copies of all licenses and permits required to perform under this RFP

v) Copies of all agreements with third parties for the hauling, transportation and/or disposal of domestic sludge

- e) **Forms:** All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The **Invitation Package** *must* be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Hard copy, facsimile (FAX), or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the City reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.

- g) **Freight Terms:** All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the City at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The City will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.

- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

i) The term "No Substitutes" or "Only" may be used when compatibility with other articles or materials is required or if standardization is desired.

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ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.

iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

- i) **Insurance Certificate:** When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.

- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.

- k) **Proposal Organization:** Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or **Request for Qualifications** being addressed. City staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

2. **INQUIRIES/INFORMATION:** Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to the point of contact for this solicitation listed on page 3. The City staff will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the City by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events.
3. **ACCEPTANCE AND WITHDRAWAL OF PROPOSALS:** A proposal (or amendment thereto) will not be accepted by the City after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the City Administrator. By written request to City Administrator, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.
4. **AMENDMENT & CANCELLATION:** The City reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or request for proposal, at any time, if it is found to be in the best interest of the City to do so.
5. **SOLICITATION OF CITY EMPLOYEES & ACCEPTANCE OF GRATUITIES:** The City expressly prohibits respondents from making any offer of employment or any other offering of value to any employee of the City who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.
6. **QUALIFICATIONS OF RESPONDENT:** Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.
7. **NON COLLUSION:** The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
8. **CONFIDENTIALITY OF INFORMATION SUBMITTED BY RESPONDENT:** The City reserves the right to retain all copies of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the City pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the City provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the City and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the City rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the City provides notice of a decision or intended decision pursuant to Florida

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Statute 120.57(3)(a) concerning the reissued invitation or until the City withdraws the reissued invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

9. **SUBCONTRACTING:** The respondent must describe in their proposal, all responsibilities that the respondent anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.
10. **INTELLECTUAL PROPERTIES:** If this agreement specifically provides for product development work on behalf of the City, any discovery, invention or work product produced for the City under this contract shall be the sole and exclusive property of the City. The vendor assigns to the City any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.
11. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".
12. **PROPOSAL PREPARATION COSTS:** The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the City. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.
13. **VARIANCE TO SOLICITATION DOCUMENTS:** For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.
14. **ADDENDA TO SOLICITATIONS IN PROCESS:** Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents. Verbal responses to respondents' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "Addendum Acknowledgement Form" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Hard copy, telegraph, facsimile, or email acknowledgements of addenda will not be accepted.
15. **SAFETY REQUIREMENTS:** All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL•rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.
16. **PURCHASE OF MATERIALS WITH RECYCLED CONTENT:** The City will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.
17. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.
18. **SOLICITATION QUANTITIES:** Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The City reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

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19. METHODS OF AWARD:

- a) **“By Item”**: Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.
- b) **“All or None by Group, Section or Category”**: The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the City reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the City.
- c) **“All or None”** The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the City will issue a “Notice to Reject All Bids”.
- d) **“Primary & Secondary Suppliers or Contractors”**. The solicitation is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the City’s needs, the City reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.
- e) **“Rotating Short List of Contractors”**. An RFQ is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The City will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.
- f) **“Qualified Supplier Sourcing”** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The City will use a list of selection criteria to determine eligibility and award consideration.

20. **DELIVERY LEAD TIME:** Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.
21. **TAXES:** Purchases are exempt from **ALL** Federal excise and State sales tax.
22. **FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.
23. **SOLICITATION SAMPLES:** The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent’s risk and expense. The successful respondents’ samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.
24. **PROMPT PAYMENT DISCOUNTS:** Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.
25. **TIE PROPOSALS:** In the case of identical qualified proposals, if all other considerations are equal, the City prefers to purchase within the City from established local vendors.
26. **ERRORS AND OMISSIONS:** In the event an error or obvious omission is discovered in a respondent’s proposal, either by the City or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of

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working papers, calculations, etc., may be requested at the City's discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their proposal; however, in the event of a minor omission or oversight on the part of the respondent, the City (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The City will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may be waived if deemed to be in the best interest of the City to do so.

27. BASIS OF AWARD OF SOLICITATIONS: When price and specification compliance are the primary criteria for making the vendor selection, the Bid Review Committee will recommend the lowest responsive and responsible respondent(s) to the City. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the City's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the City will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or request for proposal. The City may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- Size of firm
- City's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the City Administrator will then recommend the vendor receiving the highest point score to the City. Slight variations or irregularities may be accepted by the City if either is found to be in its best interest of the City to do so.

28. REJECTION OF PROPOSALS: A proposal may be rejected by the City if it is non-responsive or the respondent is determined to be not responsible. A proposal is not officially rejected until the City approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The City reserves the right to reject any or all proposals received.

29. NOTICE OF INTENT TO AWARD SOLICITATIONS: Once proposals are evaluated and a recommendation for award is received by the City, a *Notice of Intent to Award* will be issued. The recommendation for award is not official until approved by the City. Intent to Award Notices are normally posted on or about two weeks preceding the City meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular posting if it is essential to include the award on the next City agenda. This schedule may vary depending on the City meeting schedule from month to month.

30. BID PROTEST: Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the City at the time of filing the formal written protest, a bond payable to the City of Key Colony Beach, Florida in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.

Any person who is adversely affected by the City's decision or intended decision concerning a proposal solicitation or a contract award shall file with the City Administrator a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is

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officially filed when it is received in the City. The formal written protest shall contain the following: (a) name, address, and file or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based: and, (d) such other information as deemed relevant the issue.

31. **NOTIFICATION OF SOLICITATION AWARD:** After the City awards a solicitation, the City will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.
32. **AUTHORIZATION TO PERFORM UNDER A CONTRACT:** All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.
33. **POINT OF CONTACT:** The City will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.
34. **ASSIGNMENT OF CONTRACT:** The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the City.
35. **LICENSES AND PERMITS:** The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the City as a result of any infraction of the aforementioned.
36. **CONDITION OF ITEMS:** Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be *new*, the *latest model manufactured*, *first quality*, *carry the manufacturer's standard warranty* and be *equal to or exceed the specifications* listed in the solicitation. Proposals on *"used, remanufactured or reconditioned equipment"* or *"bloms or seconds"* will not be considered unless specifically requested in the solicitation documents.
37. **PACKAGING:** All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The City assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.
38. **ITEM SUBSTITUTIONS & DISCONTINUATIONS:** Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the City. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor *must* provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the City and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The City reserves the right to purchase on the open market while negotiations are being conducted.
39. **RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:** The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM, Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of City personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.
40. **EQUIPMENT DEAD ON ARRIVAL (D.O.A.):** Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification at no charge to City.

RFP 2026-02 – SLUDGE HAULING

- 41. INVOICES AND PAYMENT TERMS:** All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:
- Received complete or substantially complete;
 - Inspected and found to comply with all specifications and be free of damage or defect;
 - Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other City personnel if they request it, but the original copies must be sent to the City's Utility Clerk, Pat Hyland. Failure to follow this procedure may result in payment delays.
- 42. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:** The City reserves the right to terminate this contract for cause.
- 43.** The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the City terminating a contract, the City Administrator will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the City Administrator feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five (5) day period, the City Administrator (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.
- 44. RENEWAL OF SOLICITATIONS:** This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.
- 45. CIVIL RIGHTS COMPLIANCE:** The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.
- 46. FEDERAL LAW COMPLIANCE:** The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.
- 47. VENDOR CONDUCT DURING SOLICITATION:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
- 48. E-VERIFY:** Beginning January 1, 2021, all contractors doing business with the City shall be required to provide proof of enrollment in the E-Verify system. Contractor shall be required to insure compliance with all applicable E-Verify requirements, including screening all employees to verify their work authorization status. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term.

RFP 2026-02 – SLUDGE HAULING

ACKNOWLEDGMENT OF ADDENDUM

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via www.demandstar.com.

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

Date: _____
Applicant's Signature _____

RFP 2026-02 – SLUDGE HAULING

DEBARMENT CERTIFICATION

“The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20 ____ .

By _____

Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

RFP 2026-02 – SLUDGE HAULING

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection CO, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Date: _____

Applicant's Signature

RFP 2026-02 – SLUDGE HAULING

THE CITY OF KEY COLONY BEACH, FLORIDA

NON-COLLUSION AFFIDAVIT

I, _____ of the city/township/parish
of _____, according to law on my oath,
and under penalty of perjury, depose and say that;

1) I am _____, the bidder making the Proposal
for the project described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation,
communication or agreement for the purpose of restricting competition, as to any matter relating to such
prices with any other bidder or with any competitor; and

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been
knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening,
directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person,
partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and

5) The statements contained in this affidavit are true and correct, and made with full knowledge
that The City of Key Colony Beach, Florida, relies upon the truth of the statements contained in this
affidavit in awarding contracts for said project.

(Signature of Bidder)

DATED: _____

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, (name of individual signing)
affixed his/her

signature in the space provided above on this

_____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

RFP 2026-02 – SLUDGE HAULING

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____ for _____
(print individual's name and title) (print name of entity submitting sworn statement)
whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

2. 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of 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, nonjury trial, or entry of a plea guilty or nolo contendere.

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

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

5. I understand that a "person" as defined in Paragraph 287.133 (1) ©, 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, that statement which I have marked below is true in relation 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 any 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, 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, 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 the sworn statement on the convicted vendor list. (Attached 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 (ONE) 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.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first sworn by me, affixed his/her signature in the space provided above on this ___ day of _____, 2026.

(name of individual signing)

NOTARY PUBLIC

My commission expires:

RFP 2026-02 – SLUDGE HAULING

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: (Name of company/vendor): _____ and (Nature of services presently being offered to The City of Key Colony Beach, Florida):__

2) I have ____ have not ____, at any time, excluding the instant proposal, had a business or personal relationship with any member of The City of Key Colony Beach Board of Commissioners, and/or with any employee of The City of Key Colony Beach, Florida.

- The details of my or my company's present and/or former relationship, excluding the instant proposal, are: *{include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}*

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The City of Key Colony Beach, Florida relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

Dated: _____

(Signature of Authorized Representative)

Print: _____

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, being personally known, ___ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of 20_____.

NOTARY PUBLIC

My commission expires

RFP 2026-02 – SLUDGE HAULING

City of Key Colony Beach, Florida
Vendor Information Sheet

Vendor Name: _____

Federal EIN/SSN: _____

Primary Address: _____

Payment Address: _____

Contact Name: _____

Phone: _____ ext. _____

Fax: _____

E-Mail: _____

RFP 2026-02 – SLUDGE HAULING

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with the City of Key Colony Beach, Florida to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

Date

(Signature of Authorized Representative)

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, being personally known or

having produced _____ as
identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this

_____ day of _____
_____ 20_____.

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL



CONTRACT RENEWAL

THIS CONTRACT RENEWAL is made and entered into the date last written below, by and between the City of Key Colony Beach, Florida (“City”), and **Atlantic Pipe Services** (“Contractor”), in order to renew the agreement (“Original Contract”) between the parties dated **July 15, 2022** (original contract date), a copy of which is attached hereto as Attachment A and incorporated by reference.

1. Contractor will exercise the **2 of 2** additional term options in accordance with the terms of the Original Contract, thereby creating a renewed contract (“Renewed Contract”).
2. The Renewed Contract shall commence on **July 15, 2026**, and expire on **July 14, 2027**.
3. All other terms and conditions of the Original Contract shall remain in full force and effect.
4. Contractor’s obligations to maintain insurance remains in effect as evident by the updated copy attached.
5. The Contractor hereby certifies that it will execute the attached affidavits and that all other attachments to the original Contract remain unchanged, or that the Contractor has submitted updated documentation as necessary.

NOTE: A copy of the original contract must accompany this renewal.

IN WITNESS WHEREOF, the parties have executed this Contract Renewal on this _____ day of _____, 2026.

SIGNATURE OF MAYOR

DATE

SIGNATURE OF REPRESENTATIVE

DATE

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

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

By: _____	AUTHORIZED SIGNATURE
Print Name and Title: _____	
Date: _____	

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name} , being of lawful age and being duly sworn I, {insert affiant name} , as {insert position or title} (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____, 20_____.

Signature of Affiant

STATE OF _____) COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

DEBARMENT CERTIFICATION

“The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20 ____ .

By

Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection CO, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Date: _____

Applicant's Signature

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with the City of Key Colony Beach, Florida to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

Date

(Signature of Authorized Representative)

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, being personally known or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____

20_____

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: (Name of company/vendor): _____ and (Nature of services presently being offered to The City of Key Colony Beach, Florida):__

2) I have ____ have not ____, at any time, excluding the instant proposal, had a business or personal relationship with any member of The City of Key Colony Beach Board of Commissioners, and/or with any employee of The City of Key Colony Beach, Florida.

- The details of my or my company’s present and/or former relationship, excluding the instant proposal, are: *{include particular Board member or employee’s name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}*

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The City of Key Colony Beach, Florida relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

Dated: _____

(Signature of Authorized Representative)

Print: _____

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, being personally known, ___ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of 20_____.

NOTARY PUBLIC

My commission expires

THE CITY OF KEY COLONY BEACH, FLORIDA

NON-COLLUSION AFFIDAVIT

I, _____ of the city/township/parish
of _____, according to law on my oath, and under penalty of perjury, depose
and say that;

1) I am _____, the bidder making the Proposal for the project
described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Bidder)

DATED: _____

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, (name of individual signing) affixed his/her
signature in the space provided above on this

_____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA
STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____ (print name of the public entity)
by _____ for _____
(print individual's name and title) (print name of entity submitting sworn statement)

whose business address is _____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____. *(If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement:*

2. 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of 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 of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
(a). A predecessor or successor of a person convicted of a public entity crime; or
(b). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) ©, 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.6. Based on information and belief, that statement which I have marked below is true in relation 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 any 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, 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, 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 the sworn statement on the convicted vendor list. (Attached 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 (ONE) 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.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2025.

(name of individual signing)

NOTARY PUBLIC

My commission expires: _____

ATTACHMENT A

THE CITY OF KEY COLONY BEACH, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between: Atlantic Pipe Services, LLC (the "Contractor") and The City of Key Colony Beach, Florida ("City" or "KCB"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from:

July 15, 2022 to July 14, 2023. Upon the expiration of the initial term, this contract shall renew automatically for up to two (2) additional terms of one (1) calendar year unless either party has provided notice of termination in accordance with the terms herein. Thereafter, the parties may agree to renew the contract for up to two additional terms of one (1) calendar year by mutual written consent.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:

Storm Drain Cleaning Services as reflected in Contractor's Response to RFP 2022-009 dated June 20, 2022, attached hereto as Exhibit A.

If documentation of the specific goods/services is attached, said documentation is labeled as *Exhibit "A"* to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

The City shall pay Contractor the sum of \$30,500.00 (NTE-Not to exceed price) to provide said goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the City verifies that all services have been fully and satisfactorily completed. The City will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required they must be outlined below.

Contractor shall invoice the City for services rendered at the rates reflected the Bid Form included As 'Attachment 2' to Contractor's June 20, 2022 proposal, included herein as Exhibit A.

4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the City and with a reputable and financially viable insurance carrier, naming The City of Key Colony Beach, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the City. Contractor shall provide City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify City immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit " B "*:

- General Liability Insurance**
Amount: \$1 Million
- Professional Liability Insurance**
Amount: _____
- Vehicle Liability Insurance**
Amount: _____
- Workers Compensation Insurance**
Amount: _____

5. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all current City Policies and all applicable local, state and federal laws. Contractor agrees that City has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, the City is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

6. INDEPENDENT CONTRACTOR STATUS

The Contractor is, for all purposes arising under this Contract, an independent contractor. The Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the City. No officer, agent or employee of the Contractor or the City shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor the City, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the City will be relieved of all obligations under said contract and the City will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY City

City may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to the City or the performance of duties required hereunder and which would, in the City's sole judgment, be prejudicial to the best interests and welfare of the City and/or its students
- iii. failure by Contractor to maintain the insurance required by the terms of this Contract.

8. ASSIGNMENT

Neither Contractor nor the City may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

9. AMENDMENT

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the City.

10. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold harmless the City from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the City in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

11. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the City, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and
- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
- (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

12. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

13. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City 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 in this chapter or as otherwise provided by law.
- (c) 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 term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the City holding the contractor in default, termination of the contract or legal action.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION

Page 5 of 8

OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 600 W OCEAN DRIVE, KEY COLONY BEACH, FLORIDA; cityclerk@keycolonybeach.net; (305) 289-1212 x 2.

17. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City officer or employee. For breach or violation of this provision the City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former City officer or employee.

18. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a City employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the City Administrator or a City Commissioner has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the City. No City Commissioner officer, or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes. No City Commissioner, or City employee may receive gifts or any preferential treatment from vendors.

19. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

20. COUNTERPARTS

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

21. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the City does not relieve the Contractor of the indemnification provisions contained within this Contract.

22. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

23. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

24. LIQUIDATED DAMAGES

Contractor agrees to complete the services covered by this agreement prior to the contract expiration date listed in Section I entitled "TERMS." In the event that the services are not completed by the expiration date, Contractor hereby agrees to pay damages of no less than \$ N/A per day/week/month for each day/week/month the services remain incomplete after the expiration of the contract.

25. BONDING

In accordance with FS 255.05(1) a payment and/or performance bond may be required on this project in the amount of \$ N/A. As part of the bid process, proof of bonding capability was required. If applicable, proof of bonding capability submitted by Contractor is attached hereto as Exhibit A – Vendors Response/Proposal, and is incorporated by reference. Upon contract approval by the City, the bond must be submitted to the City prior to the notice to proceed being issued or Contractor beginning work. That proof of bond will be attached hereto as Exhibit N/A, and shall be incorporated by reference.

26. E-VERIFY

Beginning January 1, 2021, all contractors doing business with the City shall be required to provide proof of enrollment in the E-Verify system. Contractor shall be required to insure compliance with all applicable E-Verify requirements, including screening all employees to verify their work authorization status. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term.

27. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by all means of express mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

City of Key Colony Beach:
City Administrator
600 West Ocean Drive
Key Colony Beach, FL 33051

With a copy to City Attorney
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Contractor:
Atlantic Pipe Services LLC
1420 Martin Luther King Jr Blvd
Sanford, FL 32771

IN WITNESS WHEREOF, the parties have executed this Contract on this ____ day of


SIGNATURE OF MAYOR


DATE


SIGNATURE OF CITY ADMINISTRATOR


DATE

Allan Cagle
SIGNATURE OF CONTRACTOR/REPRESENTATIVE

7/21/2022
DATE

Allan Cagle president
PRINT NAME AND TITLE

WAIVER OF LIEN

The undersigned, Atlantic Pipe Services. _____, a general contractor,
(Contractor or Materialman)

subcontractor, or materialman furnishing work, services, labor, materials, and/or equipment in the construction or repair of property owned by:

The Gardens _____

and described as follow: Storm Standard CCTV; Storm Standard Cleaning - 6hr min - 2vac; Fuel recovery - Vac Truck (per mobilization); Fuel recovery - CCTV Truck (per mobilization); Equipment Rental Fee - Easement; Pump Rental- Storm Dewatering.

In consideration of the sum of \$7,530.00 in hand paid, and for other good and valuable consideration, and in consideration of other benefits accruing to us, the receipt and sufficiency of which is hereby acknowledged, does hereby, for itself, its employees, its subcontractors and materialman, and all other persons acting for, through or under it, waive, relinquish, and release all right to file or have filed or to maintain any mechanics lien or liens or claims against the said property, buildings and appurtenant facilities and structures.

The undersigned warrants that all laborers employed by it upon the aforesaid premises have been fully paid and that none such laborers have any claim, demand or lien against said premises, and further, that no chattel mortgage, conditional bill of sale or retention of the title agreement has been given for or in connection with any material, appliance, machinery, fixtures, or furnishings placed upon or installed in the aforesaid premise by it, its employees, subcontractors, materialman or other persons acting through or under it.

IN WITNESS whereof, the undersigned has set its hand and seal this ____ day of _____ .

20 ____ .

Contractor or Materialman

BY: _____

Subscribed and sworn before me this ____ day of _____ , 20 ____ .

My commission expires _____ .

Notary Public



**Xylem Water Solutions USA, Inc.
Flygt Products**

March 31, 2026

15132 Park Of Commerce Blvd.
Suite 102
Jupiter, FL 33478
Tel (561) 848-1200
Fax (561) 848-1299

CITY OF KEY COLONY BEACH
PO BOX 510141
KEY COLONY BEACH FL 33051

Quote # 2026-WEP-0272
Project Name: PART Quotes
Job Name:

PUMPS FOR EMERGENCY

Qty	Part Number	Description	Unit Price	Extended Price
2	3127.060-2526	Flygt Model NP-3127.060 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 7.5 HP 1750 RPM motor, 439 impeller, 1 x 50 Ft. length of submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 16,002.00	\$ 32,004.00
2	665 90 58	ANODE SET,ZINC	\$ 169.00	\$ 338.00
2	665 90 55	ANODE SET,ZINC	\$ 242.00	\$ 484.00

PUMPS FOR EMERGENCY Price \$ 32,826.00

Total Price \$ 32,826.00

Freight Charge \$ 1,477.00

Total Price \$ 34,303.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14th, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.



Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
 See Freight Payment (Delivery Terms) below.
Taxes: State, local and other applicable taxes are not included in this quotation.
Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.
Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Customer Acceptance:
 A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: _____ Company/Utility: _____
 Name : _____ Address: _____
 (PLEASE PRINT)
 Email: _____
 Date: _____ Phone _____
 PO#: _____ Fax: _____

Terms of Delivery: PP/Add Order Position
Time of Delivery: **CURRENTLY IN STOCK AT OUR DISTRIBUTION CENTER IN MEMPHIS**

Validity: This Quote is valid for ninety (90) days.
Terms of Payment: 100% N30 after invoice date.
 Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Sincerely,





Rick Reyes
Sales Representative

Cell: 561.699.4077
rick.reyes@xylem.com



Lesla Bondesen-Stolp
Senior Customer Support Specialist
Phone: 704-227-5019

lesa.bondesen@xylem.com





Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2026-WEP-0272
Customer Name: CITY OF KEY COLONY BEACH
Job Name:
Total Amount: \$ 32,826.00
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



STAFF REPORT FOR THE UTILITY BOARD – April 21, 2026

- The 2nd Quarter Wastewater Collection has been sent.
- There are no noted delinquencies for commercial billing.
- Continued grant management for the UV Tank project and 7th Street and Shelter Bay Stormwater Improvements.
- Quarterly progress reports are under review. The UV Tank project is in the close-out process.
- In addition to our regular tasks, such as invoicing, check deposits, and QuickBooks entries.

OPERATOR REPORT

March 2026

Plant Update:

1. No callouts for March
2. March 5th Replaced plant compactor lift station pump.
3. March 16th Haack Ind. onsite to pump out 30'000 gallons from digester.
4. March 17th MBR spill due to abnormal heavy rain and failure of processing pump #2. Called Nationwide plumbing to pump sludge from digester to reduce system levels.
5. March 18th Nationwide Plumbing onsite to pump digester all day until system corrects.
6. March 19th Spread lime on affected areas of spill.
7. March 20th Spread rest of lime on affected area of spill.
8. March 21st Haack Ind. Onsite to pump 9,000 gallons from digester.
9. March 22nd Nationwide Plumbing onsite to 9,000 gallons from digester.
10. March 23rd Haack Ind. onsite to pump four loads from digester.
11. March 25th Cleaned up treated sludge spill from dry dock area.
12. Between Nationwide Plumbing and Haack Ind. 134,000 gallons pumped from digester.

1. Monthly averages for Total Nitrogen= 5.1mg/L, and Total Phosphorus= 0.29 mg/L.



R.O. Update:

1. Maintenance Budget for Re-Use (attached)

Collection system:

City of Key Colony Beach Waste Water Treatment Plant
Balance Sheet
As of March 31, 2026

	Mar 31, 26
ASSETS	
Current Assets	
Checking/Savings	
101-000 · Revenue Fund	
101-045 · Sewer Revenue MM Acct#7106	2,590,328.41
Total 101-000 · Revenue Fund	2,590,328.41
102-000 · Operating & Maintenance Fund	
102-020 · Operating Account #6006	(121,862.96)
102-030 · WW Res SRF Loan Pmt Acct #0301	281,515.27
Total 102-000 · Operating & Maintenance Fund	159,652.31
163-000 · Restricted - Replace & Ext Fund	
163-100 · Iberia MM Acct #9842	544,632.12
Total 163-000 · Restricted - Replace & Ext Fund	544,632.12
Total Checking/Savings	3,294,612.84
Accounts Receivable	
1200 · Accounts Receivable	(49,283.19)
Total Accounts Receivable	(49,283.19)
Other Current Assets	
1499 · Undeposited Funds	7,931.50
Total Other Current Assets	7,931.50
Total Current Assets	3,253,261.15
Fixed Assets	
166-000 · Utility Plant	
166-060 · Improvement other than building	45,250.00
166-010 · Construction in Progress	516,107.31
161-020 · Land	9,087.37
166-030 · Building	335,742.29
166-040 · Treatment Plant	1,007,299.10
166-041 · Treatment Plant Renovations	11,663,106.25
166-050 · Equipment	324,300.34

City of Key Colony Beach Waste Water Treatment Plant
Balance Sheet
As of March 31, 2026

	Mar 31, 26
166-080 · Sewer Lines-Second Section	1,881,084.05
166-090 · Furnitures and Fixtures	10,127.46
Total 166-000 · Utility Plant	15,792,104.17
167-000 · Less Accumulated Depreciation	(7,900,309.86)
Total Fixed Assets	7,891,794.31
TOTAL ASSETS	11,145,055.46
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202-000 · Accounts Payable	26,625.00
Total Accounts Payable	26,625.00
Other Current Liabilities	
205-000 · Contracts Payable	25,221.39
205-003 · Contractor Const. Retainage	25,221.39
Total 205-000 · Contracts Payable	25,221.39
207-000 · Due to Gen Fund	67,792.85
220-000 · Deposit on Connection Fees	32,375.00
Total Other Current Liabilities	125,389.24
Total Current Liabilities	152,014.24
Long Term Liabilities	
231-020 · Florida State Revolving Loan	3,381,345.49
Total Long Term Liabilities	3,381,345.49
Total Liabilities	3,533,359.73
Equity	
Invested in Capital Assets-	
253-070 · Net of Debt	4,510,448.82

City of Key Colony Beach Waste Water Treatment Plant
Balance Sheet
As of March 31, 2026

	Mar 31, 26
Total Invested in Capital Assets-	4,510,448.82
Restricted	
253-000 · Plant Improvements	
253-020 · RO Plant Reserves	20,000.00
253-030 · Lateral Reserve	70,000.00
253-080 · Other Plant Improvements	385,151.64
253-050 · ZeeWeed Membrane	245,000.00
253-060 · Reuse Membranes	60,000.00
Total 253-000 · Plant Improvements	780,151.64
Total Restricted	780,151.64
3000 · Opening Bal Equity	855.00
3900 · Unrestricted	2,656,295.82
Net Income	(336,055.55)
Total Equity	7,611,695.73
TOTAL LIABILITIES & EQUITY	11,145,055.46

**City of Key Colony Beach Waste Water Treatment Plant
Income Statement-Budget & Actual**

	<u>Mar 26</u>	<u>Oct '25 - Mar 26</u>	<u>FY26 Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense				
Income				
343-536 · Property Inquiry Fees	60.00	640.00	400.00	240.00
343-500 · Sewer Service		652,236.00	1,300,357.00	(648,121.00)
343-501 · Sewer Service-Commercial	11,728.75	56,290.37	120,004.00	(63,713.63)
343-535 · Change of Record Fees	2,794.00	8,494.00	14,000.00	(5,506.00)
343-550 · Reuse Water Reimbursement			60,000.00	(60,000.00)
343-560 · Delinquent Charges		2,730.00	250.00	2,480.00
Total Income	<u>14,582.75</u>	<u>720,390.37</u>	<u>1,495,011.00</u>	<u>(774,620.63)</u>
Expense				
66010 · Bank Service Charges	25.00	25.00	0.00	25.00
535-000 · OPERATING EXPENSES				
535-061 · WASTEWATER SAMPLING CDC	0.00	4,461.72	0.00	4,461.72
535-080 · Internet	389.68	1,239.82	2,800.00	(1,560.18)
535-070 · Computer Equipment/Maintenance	160.00	800.00	2,000.00	(1,200.00)
535-030 · Electricity	8,350.89	42,896.29	134,000.00	(91,103.71)
535-035 · Insurance	0.00	0.00	46,000.00	(46,000.00)
535-040 · Telephone	687.74	3,978.96	6,110.00	(2,131.04)
535-050 · Water	39.12	271.04	400.00	(128.96)
535-060 · Systems Operator	24,694.16	148,164.96	310,000.00	(161,835.04)
535-280 · Supplies & Chemicals	5,042.44	44,723.48	111,000.00	(66,276.52)
535-440 · Plant Maintenance & Repairs	9,252.00	35,006.32	122,777.00	(87,770.68)
535-449 · Reverse Osmosis System				
535-456 · R.O. Insurance	0.00	0.00	1,700.00	(1,700.00)
535-455 · R.O. Consulting	0.00	0.00	13,750.00	(13,750.00)
535-453 · R.O. Testing	0.00	0.00	4,000.00	(4,000.00)
535-452 · R.O. Chemicals	0.00	0.00	6,000.00	(6,000.00)
535-451 · R.O. Electric	0.00	2,250.00	8,743.00	(6,493.00)
535-450 · R.O. Maintenance & Repair	7,500.00	10,650.00	17,500.00	(6,850.00)
Total 535-449 · Reverse Osmosis System	<u>7,500.00</u>	<u>12,900.00</u>	<u>51,693.00</u>	<u>(38,793.00)</u>
535-460 · System Maintenance & Repairs	34,944.00	62,564.21	150,000.00	(87,435.79)
535-510 · Sludge Hauling	43,687.50	130,852.50	200,000.00	(69,147.50)
Total 535-000 · OPERATING EXPENSES	<u>134,747.53</u>	<u>487,859.30</u>	<u>1,136,780.00</u>	<u>(648,920.70)</u>
535-600 · GENERAL & ADMINISTRATIVE				

**City of Key Colony Beach Waste Water Treatment Plant
Income Statement-Budget & Actual**

	<u>Mar 26</u>	<u>Oct '25 - Mar 26</u>	<u>FY26 Budget</u>	<u>\$ Over Budget</u>
535-670 · Service Contract	0.00	0.00	20,344.00	(20,344.00)
535-696 · Maintenance by City Employees	0.00	2,606.26	3,500.00	(893.74)
535-675 · Structure & Grounds Maintenance	0.00	246.00	6,000.00	(5,754.00)
535-610 · Salaries	28,354.04	61,250.56	55,750.00	5,500.56
535-615 · Payroll Taxes	3,298.85	5,815.44	4,265.00	1,550.44
535-616 · Retirement Benefits	0.00	0.00	7,822.00	(7,822.00)
535-617 · Medical Coverage	0.00	0.00	15,250.00	(15,250.00)
535-620 · Accounting	444.00	11,623.28	14,100.00	(2,476.72)
535-630 · Printing, Postage, Office	139.27	1,157.67	2,700.00	(1,542.33)
535-645 · Contingency	0.00	0.00	5,000.00	(5,000.00)
535-650 · Consulting	0.00	9,457.50	12,000.00	(2,542.50)
535-660 · Miscellaneous Office	0.00	189.04	500.00	(310.96)
535-680 · Legal Fees	0.00	0.00	1,000.00	(1,000.00)
535-690 · Legal Advertising	0.00	0.00	600.00	(600.00)
Total 535-600 · GENERAL & ADMINISTRATIVE	<u>32,236.16</u>	<u>92,345.75</u>	<u>148,831.00</u>	<u>(56,485.25)</u>
535-700 · DEBT RETIREMENT				
535-704 · Debt Repay Interest	11,021.02	11,021.02		
535-705 · Debt Repay-Principal	124,372.71	124,372.71	272,000.00	(147,627.29)
Total 535-700 · DEBT RETIREMENT	<u>135,393.73</u>	<u>135,393.73</u>	<u>272,000.00</u>	<u>(136,606.27)</u>
Total Expense	<u>302,402.42</u>	<u>715,623.78</u>	<u>1,557,611.00</u>	<u>(841,987.22)</u>
Net Ordinary Income	<u>(287,819.67)</u>	<u>4,766.59</u>	<u>(62,600.00)</u>	<u>67,366.59</u>
Other Income/Expense				
Other Income				
536-910 · Sewer Connection Fees	0.00	0.00	5,200.00	(5,200.00)
536-915 · Miscellaneous Income				
536-917 · Miscellaneous Income	0.00	100.00	400.00	(300.00)
Total 536-915 · Miscellaneous Income		<u>100.00</u>	<u>400.00</u>	<u>(300.00)</u>
536-920 · Interest Income				
536-923 · Interest Income 9842	1,270.51	7,784.69		
536-922 · Interest Income 6006	268.40	1,280.74		
536-921 · Interest Income 7106	6,007.08	34,431.92		
536-920 · Interest Income - Other	728.58	5,144.97	116,000.00	(110,855.03)
Total 536-920 · Interest Income	<u>8,274.57</u>	<u>48,642.32</u>	<u>116,000.00</u>	<u>(67,357.68)</u>
535-865 · GRANTS		<u>92,028.76</u>	<u>250,000.00</u>	<u>(157,971.24)</u>

**City of Key Colony Beach Waste Water Treatment Plant
Income Statement-Budget & Actual**

	<u>Mar 26</u>	<u>Oct '25 - Mar 26</u>	<u>FY26 Budget</u>	<u>\$ Over Budget</u>
Total Other Income	8,274.57	140,771.08	371,600.00	(230,828.92)
Other Expense				
537-000 · Capital Reserves - Reuse Water				
535-849 · ReUse Membrane Reserve	0.00	0.00	8,000.00	(8,000.00)
Total 537-000 · Capital Reserves - Reuse Water			8,000.00	(8,000.00)
535-800 · CAPITAL EXPENSES				
535-860 · Misc. Grants				
535-844 · Capital Plant	198,682.07	481,593.22	540,000.00	(58,406.78)
535-846 · Capital System	0.00	0.00	112,000.00	(112,000.00)
Total 535-800 · CAPITAL EXPENSES	198,682.07	481,593.22	652,000.00	(170,406.78)
535-850 · RESERVE FUNDING				
535-848 · ZeeWeed Membrane Reserve	0.00	0.00	40,000.00	(40,000.00)
Total 535-850 · RESERVE FUNDING	0.00	0.00	40,000.00	(40,000.00)
Total Other Expense	198,682.07	481,593.22	700,000.00	(218,406.78)
Net Other Income	(190,407.50)	(340,822.14)	(328,400.00)	(12,422.14)
Net Income	(478,227.17)	(336,055.55)	(391,000.00)	54,944.45

UTILITY BOARD of KEY COLONY BEACH FLORIDA			WW WARRANT #0326	
ACCT#	PAYABLE TO:	AMOUNT	FOR	
535-040	AT&T	\$ 831.12	Telephone, & Internet	
535-050	FKAA	\$ 39.12	Water	
535-030	FKEC	\$ 8,350.89	Electricity	
535-510	Haack Environmental, LLC	\$ 24,562.50	Sludge Hauling	
535-280	Hawkins, Inc.	\$ 4,713.50	chemicals	
535-280	Hach Company	\$ 122.55	supplies	
535-440	PSI Technologies Inc	\$ 8,552.00	Grinder Pump	
535-440	Pantropic Power	\$ 700.00	preventative maintenance	
535-650	CPH	\$ 1,230.00	UV Tank Engineering & CEI Services	
535-844	Reynolds Construction	\$ 198,682.07	Pay Application #11 WRF UV Contact Tank Rehab	
		TOTAL \$	247,783.75	
US WATER INVOICES FOR APPROVAL				
ACCOUNT #	VENDOR	AMOUNT	DESCRIPTION	
535-060	US WATER CORPORATION	\$ 24,694.16	Operations	
535-061	US WATER CORPORATION	\$ 956.08	TSS & Fecal Coliform - extra testing	
535-060	US WATER CORPORATION	\$ 24,694.16	Operations	
535-061	US WATER CORPORATION	\$ 787.36	TSS & Fecal Coliform - extra testing	
		TOTAL \$	51,131.76	
CITY OF KEY COLONY BEACH				
535-610	City of Key Colony Beach	\$ 28,354.04	2nd QTR FY26 Payroll Allocations	
535-615	City of Key Colony Beach	\$ 3,298.85	2nd QTR FY26 Payroll Allocations	
535-070	City of Key Colony Beach	\$ 160.00	Computer Support	
535-080	City of Key Colony Beach	\$ 246.30	Internet	
535-620	City of Key Colony Beach	\$ 444.00	February Accounting Fees	
535-510	City of Key Colony Beach	\$ 34,944.00	Emergency Sludge Pump-Out - Nationwide Plumbing	
535-630	City of Key Colony Beach	\$ 139.27	Copier	
535-440	City of Key Colony Beach	\$ 206.39	Home Depot - Supplies	
		TOTAL \$	67,792.85	
GRAND TOTAL OF WW WARRANT 0326:		\$	366,708.36	

Key Colony Beach Storm Water Fund
Balance Sheet
As of March 31, 2026

	Mar 31, 26
ASSETS	
Current Assets	
Checking/Savings	
101-001 · Stormwater Utilities#8300070126	616,649.86
Total Checking/Savings	616,649.86
Accounts Receivable	
131-001 · Due from General Fund	3,162.40
Total Accounts Receivable	3,162.40
Total Current Assets	619,812.28
Fixed Assets	
166-901 · Stormwater System	3,771,742.00
166-902 · Construction in Progress	486,096.45
17000 · Accumulated Depreciation	-590,843.60
Total Fixed Assets	3,646,994.85
TOTAL ASSETS	4,266,807.11
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	618,490.00
32000 · Retained Earnings	3,503,161.50
Net Income	145,155.61
Total Equity	4,266,807.11
TOTAL LIABILITIES & EQUITY	4,266,807.11

**Key Colony Beach Storm Water Fund
INCOME STATEMENT Budget & Actual**

	<u>Mar 26</u>	<u>Oct '25 - Mar 26</u>	<u>FY26 Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense				
Income				
363-100 · Stormwater Fees				
363-101 · Collected Stormwater Fees	3,162	115,809	118,930	-3,121
363-105 · Delinquent Charges/Overdue Acct	0	0	50	-50
Total Income	<u>3,162</u>	<u>115,809</u>	<u>118,980</u>	<u>-3,171</u>
Expense				
513-031 · Legal and Professional Services	0	9,702	1,000	8,702
513-032 · Accounting and Auditing	0	0	1,000	-1,000
513-033 · Consulting	0	0	100,000	-100,000
513-041 · Postage	0	0	250	-250
535-050 · Utilities				
535-051 · Electric	229	696	0	0
Total 535-050 · Utilities	<u>229</u>	<u>696</u>	<u>0</u>	<u>0</u>
535-610 · Salaries, Payroll Taxes, ETC...	0	0	4,000	-4,000
535-660 · Miscellaneous Office	0	0	500	-500
538-046 · Maint/ Repairs for STORMWATER	0	39,100	40,000	-900
Total Expense	<u>229</u>	<u>49,498</u>	<u>146,750</u>	<u>-97,252</u>
Net Ordinary Income	<u>2,933</u>	<u>66,311</u>	<u>-27,770</u>	<u>94,081</u>
Other Income/Expense				
Other Income				
381-100 · Interest Income	1,547	2,964	9,000	-6,036
373-871 · Stewardship Grant	0	246,644	925,000	-678,356
536-915 · Miscellaneous Income	0	0	100	-100
Total Other Income	<u>1,547</u>	<u>249,608</u>	<u>934,100</u>	<u>-684,492</u>
Other Expense				
535-800 · CAPITAL EXPENSES				
535-811 · Drainage Improvements	0	5,814		
535-821 · Detention Pond	0	164,950		
535-800 · CAPITAL EXPENSES - Other	0	0	482,756	-482,756
Total 535-800 · CAPITAL EXPENSES	<u>0</u>	<u>170,764</u>	<u>482,756</u>	<u>-311,992</u>
587-000 · RESERVE FUNDING				
587-100 · Stormwater Reserves	0	0	15,000	-15,000
Total 587-000 · RESERVE FUNDING	<u>0</u>	<u>0</u>	<u>15,000</u>	<u>-15,000</u>
Total Other Expense	<u>0</u>	<u>170,764</u>	<u>497,756</u>	<u>-328,992</u>
Net Other Income	<u>1,547</u>	<u>78,844</u>	<u>436,344</u>	<u>-357,500</u>
Net Income	<u>4,480</u>	<u>145,155</u>	<u>408,574</u>	<u>-263,419</u>

UTILITY BOARD

of KEY COLONY BEACH FLORIDA

SW WARRANT #0326

INVOICE #	PAYABLE TO:	AMOUNT	FOR
Feb 26	FKEC	\$ 229.00	
171068	CPH	\$ 1,648.50	Consulting Services
		TOTAL \$	1,877.50
GRAND TOTAL OF SW WARRANT 0326: \$			1,877.50