

RESOLUTION NO. 22-06-41

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKING AND RECOMMENDATION FOR THE AWARD OF RFP 22-03 TO GAUTIER TREE & LANDSCAPE, INC. FOR THE DESIGN AND INSTALLATION OF A COMMERCIAL IRRIGATION SYSTEM FOR THE FOUNDERS PARK GREAT LAWN; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") strives to enhance the quality of life for residents and visitors by providing safe and attractive recreation areas and locations for sports activities, family gatherings and community events; and

WHEREAS, Founders Park is considered the center of the Village's park system; and

WHEREAS, the Great Lawn, an approximately 2.44-acre multi-use field near the center of Founders Park, is used as the site for many events with tents and tables and various equipment, event parking, organized recreational activities as well as for overflow parking for meetings at the Community Center and events at the Ron Levy Aquatic Center; and

WHEREAS, until 2018, the Great Lawn had a rocky surface with sparse vegetation that did not require irrigation; and

WHEREAS, after the Great Lawn was utilized as a staging area for vegetative debris during cleanup after Hurricane Irma in 2017, the surface was leveled and sodded with approximately 106,449 square feet of Argentine Bahia sod; and

WHEREAS, to maintain the sod, especially after large events on the Great Lawn, an irrigation system is needed; and

WHEREAS, on March 21, 2022, the Village issued Request for Proposals (RFP) 22-03 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to design and install a commercial irrigation system for the Founders Park Great Lawn (the "Services"); and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a professional for the Services; and

WHEREAS, the Committee reviewed the proposals received using the selection criteria detailed in RFP 22-03 and deemed Gautier Tree & Landscape, Inc. ("Gautier Tree") to be the highest ranked, responsive and responsible proposer; and

WHEREAS, the Committee recommends the Village Council approve the award of RFP 22-03, and authorize negotiation and execution of an agreement with Gautier Tree for the Project in an amount not to exceed Ninety Thousand Two Hundred and Seventy and 00/100 Dollars (\$90,270.00) for the Services; and

WHEREAS, the Village Council finds that approval of the award of RFP 22-03, and authorization to negotiate and execute an agreement with, Gautier Tree for the Services is in the best interest of the Village and its residents.

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

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

Section 2. **Approval of Selection.** The Village Council hereby approves the award of RFP 22-03 to Gautier Tree & Landscape, Inc. to design and install a commercial irrigation system for the Founders Park Great Lawn.

Section 3. **Authorization of Village Officials.** The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with Gautier Tree & Landscape, Inc. for the Services to design and install a commercial irrigation system for the Founders Park Great Lawn.

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

Section 5. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Gautier Tree & Landscape, Inc. on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

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

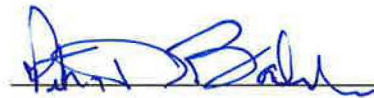
Motion to adopt by Councilman David Webb, seconded by Mayor Pete Bacheler.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

| | |
|----------------------------|-----|
| Mayor Pete Bachelor | YES |
| Vice Mayor Henry Rosenthal | YES |
| Councilman Mark Gregg | YES |
| Councilman Buddy Pinder | YES |
| Councilman David Webb | YES |

PASSED AND ADOPTED THIS 2nd DAY OF JUNE, 2022.




PETE BACHELER, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

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



JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the 5th day of July, 2022, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

Gautier Tree & Landscape
a for-profit Company, authorized to do business in the State of Florida, hereinafter
"CONTRACTOR."

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

- 1.1 The VILLAGE is in need of an experienced independent CONTRACTOR to provide the services to design and install a commercial irrigation system for the Founders Park Great Lawn (the "Services").
- 1.2 On, March 21, 2022, the VILLAGE issued Request for Proposals 22-03 for the Services (the "RFP")
- 1.3 On April 27, 2022, the VILLAGE received a proposal from CONTRACTOR for the Services as expressed in RFP 22-03.
- 1.4 The evaluation committee ranked the responsive proposals in accordance with the RFP and determined that CONTRACTOR was the highest ranked, responsive and responsible proposer for the Services.
- 1.5 On June 2, 2022, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 22-06-41, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute an Agreement with CONTRACTOR for the Services in an amount not to exceed Ninety Thousand Two Hundred and Seventy and 00/100 Dollars (\$90,270.00).

1.6 On June 7, 2022, the VILLAGE and CONTRACTOR met to finalize the design of the irrigation system and agreed that CONTRACTOR would provide a final design and a modified cost proposal for the project (the "Proposal").

1.7 On June 28, 2022, the Village received the final design and modified cost proposal for the project from CONTRACTOR in the amount of Eighty Four Thousand Six Hundred and Seventy and 00/100 Dollars (\$84,670.00).

1.6 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the Services in accordance with RFP 22-03 as made par in Article 2 as set forth herein and on the schedule set forth in Article 3.

ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A."

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

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

2.4 None of the work or services under this Agreement shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

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

ARTICLE 4
CONTRACT SUM, GUARANTEES AND WARRANTIES

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal attached hereto and made a part hereof as Exhibit "A". A total contact price hereto is referred to as Contract Sum and shall not exceed **Eighty Four Thousand Six Hundred and Seventy and 00/100 Dollars (\$84,670.00)**.

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

4.3 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

4.5 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

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

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

- a) Workers' Compensation Insurance – as required by law;
- b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- c) Automobile Liability Insurance \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage;
- d) Pollution Liability - \$1,000,000 per Occurrence, \$2,000,000 Aggregate.

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

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

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

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters.

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

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

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

ARTICLE 8 INDEPENDENT CONTRACTOR

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

ARTICLE 9 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

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

ARTICLE 10
TERM AND TERMINATION

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

This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 CONTRACTOR and VILLAGE hereby agree that the following Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including the RFP, which is incorporated herein by reference, CONTRACTOR's proposal in response to RFP 22-06 as set forth and incorporated into this Agreement by reference, the modified design and modified cost Proposal as set forth and incorporated into this Agreement as Exhibit "A"; and all other exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 12
MISCELLANEOUS

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

12.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of

CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

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

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

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

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

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

12.6 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for

CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

12.8 Scrutinized Companies.

- a. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

VILLAGE: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Tyler Gautier/President
Gautier Tree & Landscape
100410 Overseas Hwy.
Key Largo, FL 33037

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

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

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

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

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

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

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

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

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Maria T. Bassett 6/30/22
Maria T. Bassett, Acting Village Manager

AUTHENTICATION:

Marne McGrath
Marne McGrath, Village Clerk

(SEAL)

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

AF
Alison F. Smith, Interim Village Attorney

CONTRACTOR

WITNESSES:

Dorothea Petermann Dorothea J. Petermann
Yaima Lemus Sanchez Yf Salcedo

By: [Signature]

Print Name: DAVID BASKIN

Title: GENERAL MANAGER

Date: 07/05/2022

ATTEST:

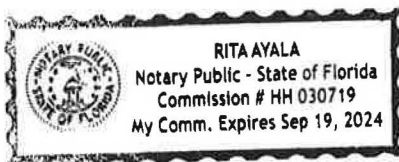
SECRETARY

STATE OF FLORIDA)
COUNTY OF Monroe)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 5th day of July, 2022 (year), by David Baskin (name of person making the statement) as General mgr (title) of Gautier's Tree Landscaping (company name), who is personally known to me or has provided Florida Driver's License as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires:



See attached document for Exhibit "A"



GAUTIER

TREE & LANDSCAPE

Quote

100410 Overseas Hwy. Ste 303
Key Largo, FL 33037
(305) 735-4668

Bill To:

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

DATE June 28th 2022
Quote valid until: July 28th 2022

| Description | AMOUNT |
|---|---------------------|
| Commercial Irrigation System for the Founders Park Great Lawn Including | |
| Design, Prep work and installation. | |
| 50% deposit upon contract acceptance | \$ 42,335.00 |
| 50% upon project completion | \$ 42,335.00 |
| TOTAL | \$ 84,670.00 |

Founders Park Great Lawn irrigation Project:

Installation of new complete commercial irrigation system as per RFQ and irrigation design submitted 6/28/22 including - RFQ Specifications -

- Material, labor, and equipment needed to complete the project.
- Main line must be minimum 24 inches below grade.
- Electrical connections must be to existing electric source.
- Scaled drawings of the proposed design, irrigation system and equipment layout Provided.
- Provide Manufacturer's Product Data: Include all components associated with the project. Provide as built upon completion including shop drawings showing installation details, products required for proper installation, their relative locations, and critical dimensions, wiring diagrams of all mechanical and electrical equipment. e.
- Connect to newly installed water meter as required by Florida Keys Aqueduct Authority.
- Provide operational tests on the system in presence of Founders Park Director or their designee.
- Provide restoration of disturbed area to include backfill, topsoil and Argentine Bahia sod as needed. j. Provide Operations Manual and training on the operations of the system to Founders Park Director or their designee.

Additional requests as per meeting at Village of Islamorada with Tyler Gautier, Mary Swaney, & Maria Bagiotti on 6/7/22

- lateral Lines must be 16" below grade.
- Locator tape must be used during installation for main lines and lateral lines.
- Concrete Irrigation head ring protectors to be installed.

The customer shall advise GAUTIER TREE & LANDSCAPE of the location of all underground utilities, electric service, water service, gas and plumbing, (septic systems), and GAUTIER TREE & LANDSCAPE is not responsible for any damages that occur resulting from the customers failure to so advise.

Provision of services is dependent upon availability of materials required, and work on this project shall be completed within a reasonable period, subject to delays caused by inclement weather, availability of materials, or by sub-contractors if any, (lighting, trucking, augering, etc.).

Water meter source to be provided by owner and/or owners representative for subject property.

Concrete and asphalt repairs if needed for crossing or sleeves are to be repaired by others and not responsibility of GAUTIER TREE & LANDSCAPE furthermore cost for repairs are not represented in this proposal for services.

GAUTIER TREE & LANDSCAPE agrees to provide customer with top quality irrigation components and materials as per Florida Irrigation Contractor License Standards and will provide a warranty for (1) year on all faulty equipment. This warranty excludes acts of God, vandalism, and failure to provide adequate water supply to system. Owner-requested revisions or additions of materials not included in signed contract, made during or after installation, will be at the owner's expense.

Any additional (change order) work requested by customer will be billed in addition at a time/materials rate upon completion of work.

The customer in accepting this proposal for services agrees to make 50% payment due upon contract acceptance, and final 50% payment due upon completion of work performed, and further acknowledges that the customers own's the subject property, or is authorized to enter this contract, and bind landowner if different. Nonpayment may result in the filing of a lien against the property pursuant to F.S. 713. Past due payments shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse GAUTIER TREE & LANDSCAPE for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by GAUTIER TREE & LANDSCAPE.

Signature acceptance _____

Date _____