

RESOLUTION NO. 19-08-66

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATION OF THE ITB 19-11 EVALUATION COMMITTEE FOR JANITORIAL SERVICES FOR THE VILLAGE'S ADMINISTRATIVE OFFICES; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands' (the "Village") Public Works Department is responsible for janitorial maintenance for the second and third floor of the Administrative Center and Public Safety Headquarters building (the "Administrative offices"); and

WHEREAS, the Village needs a contractor to perform the janitorial services for the Administrative offices; and

WHEREAS, the Village advertised an Invitation to Bid (ITB 19-11) seeking bids to provide janitorial maintenance services to the Administrative offices from July 19, 2019 through August 16, 2019, attached as Exhibit "A" hereto; and

WHEREAS, the Village Clerk received five (5) proposals in response to ITB 19-11; and

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

WHEREAS, the Committee disqualified one (1) proposal for failure to comply with the ITB and reviewed the other four (4) proposals received for completeness and responsiveness using the selection criteria detailed in the ITB and ranked the proposals as follows:

<u>Bid Rank</u>	<u>Proposer/Firm Name</u>	<u>Proposal Annual Cost</u>
1	BACM Solutions Services	\$9,600.00
2	Miami Janitorial Supplies	\$12,708.00
3	Pao Cleaning	\$16,560.00
4	All Stars Tropical Cleaning	\$48,000.00

WHEREAS, the Committee recommends BACM Solutions Services, for selection as the top-ranked proposer; and

WHEREAS, the Village Council desires to approve the rankings and select the recommended firm to perform janitorial maintenance services to the Village's Administrative offices; and

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

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

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

Section 2. Approval of Ranking. The Village Council of Islamorada Village of Islands, hereby approves the Committee's final rankings and recommendation.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are hereby authorized to accept the proposal from BACM Solutions Services for the services and to negotiate and enter into a Professional Services Agreement with BACM Solutions Services.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Ken Davis, second by Vice Mayor Mike Forster.

FINAL VOTE AT ADOPTION

ISLAMORADA, VILLAGE OF ISLANDS

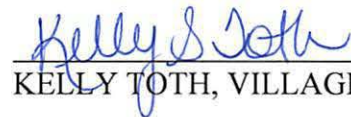
Mayor Deb Gillis	YES
Vice Mayor Mike Forster	YES
Councilman Ken Davis	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

PASSED AND ADOPTED ON THIS 29th DAY OF AUGUST, 2019.



DEB GILLIS, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

INVITATION TO BID

Bid No. 19-11

Contract for Janitorial Maintenance Services

Notice is hereby given that Islamorada, Village of Islands is accepting sealed proposals for a Term Contract for "Janitorial Services."

The contracted services being sought include providing all expertise, personnel, tools, materials, transportation, supervision and all other services and facilities of any nature to complete janitorial maintenance services three times per week for Islamorada Village Administrative Offices - the second and third floors of the Administrative Center and Public Safety Headquarters.

The Bid will be awarded to the lowest responsive and responsible bidder. No minimum amount of services or compensation will be assured to any firm retained by the Village.

Bidders shall be required to inspect the proposed work site prior to bid submittal. Inspections may be performed during regular business hours and by appointment only. Contact Mary Swaney at 305-664-6411 to make such appointment.

All bids must be submitted in sealed envelopes to the Village Clerk, Islamorada, Village of Islands, 86800 Overseas Highway, Islamorada, Florida 33036 on or before August 16, at 3:00 PM, local time. Envelopes must be clearly marked "BID FOR JANITORIAL SERVICES FOR VILLAGE ADMINISTRATIVE OFFICES". Any bid received after this time shall not be considered. Bid opening will be held immediately thereafter in the Office of the Village Clerk.

Please be advised that due to the Village's location, many delivery services do not deliver packages prior to 3:00 p.m. It shall be the Contractor's sole responsibility to ensure delivery prior to date and time above.

The Village may reject any or all bids and waive informalities, except timely submission of bids, in any bids received, to re-advertise for bids or to take any other such actions that may be deemed in the best interests of the Village.

Further information may be obtained by contacting Ana Hernandez, Procurement and Grants Administrator, at 305 664-6453 or ana.hernandez@islamorada.fl.us.

[ENTIRE PAGE INTENTIONALLY LEFT BLANK]

ISLAMORADA, VILLAGE OF ISLANDS

INVITATION FOR BID NUMBER: 19-11

Issue Date : 07/19/2019

Due Date: 08/16/2019

Bid Request for Janitorial Services - Village Administrative Offices

This bid package contains the Invitation to Bid, Bid Request which identifies the requirements being sought by the Village, a Bidder Qualifications Statement and a Draft Contract Form.

SCOPE OF CONTRACTED SERVICES

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to complete janitorial maintenance services for Islamorada Village Administrative Offices three times per week. Complete scope of services described in section 1. "Description of Work".

**THIS DOCUMENT IS TO BE COMPLETED AND RETURNED AS YOUR BID
DOCUMENT WITH THE BIDDER QUALIFICATIONS STATEMENT**

Name of Business: _____

Name/Title of Representative: _____

Business Address: _____

Business Phone Number: _____ Date: _____

Representative email address: _____

PROJECT: Janitorial Services for Islamorada, Village of Islands' Village Hall Offices

1. Description of Work:

Village Administrative Offices are located on the second and third floors of the Islamorada Administrative Center and Public Safety Headquarters building. The area for which janitorial services shall be provided are approximately 8,000 square feet consisting of office and hallway space; two conference rooms, three accessory use rooms housing copiers, supplies and a plotter; four (4) individual bathrooms each with one sink and one toilet; three lobbies; two three-floor stairwells; and one (1) kitchen. The janitorial services to be offered shall consist of labor, materials (excluding plastic bags, toilet paper and paper towels). The daily janitorial services shall include: (1) vacuuming all carpets; (2) sweeping all tile and/or linoleum floors including interior stairwell; (3) cleaning all restrooms, including scrubbing and sanitizing fixtures and toilets, mopping floors and cleaning mirrors; (4) dusting furniture (desk surfaces must be free of papers to be dusted); (5) cleaning kitchen area including counter, sinks, tables, chairs, exterior of

appliances and floor; (6) wiping handrail in interior stairwell; (7) wiping reception counters and furniture in lobbies; (8) polishing stainless steel elevator doors and cased openings on 1st, 2nd and 3rd floors and sanitize interior control panel; (9) check/replace toilet paper and paper towel in all restrooms and kitchen; (10) emptying trash receptacles into dumpster outside of building; and, (11) emptying recycling bins into large bins outside of building. The weekly janitorial services shall include: (1) cleaning all interior glass in interior doors and reception windows; (2) wiping conference room tables; (3) dusting baseboards and windowsills in all areas; (4) mopping all lobby areas and interior stairwell; (5) cleaning interior of elevator panels; (6) sweeping exterior stairwell; and, (7) transport wheeled recycling bins from side of building to dumpster area. The monthly janitorial services shall include: (1) cleaning interiors of the refrigerator(s) and microwave(s); (2) dusting air conditioning vent covers; and, (3) cleaning interior of windows in lobby areas. The quarterly janitorial services shall include: dusting blinds in windows and doors. Collectively all the janitorial services described above shall be referred to as "the Work" throughout this Bid Sheet.

Islamorada, Village of Islands ("Village") specifies that the Work herein for Village Administrative Offices shall be performed three (3) times per week. The days the Work will be completed are Tuesday, Thursday and either Friday, Saturday or Sunday (at the discretion of the contractor). The Work shall be performed any time after 7:00 p.m. and before 6:00 a.m. on weekdays and at any hour on Saturday or Sunday. From time to time, the Village may need to adjust the day of the week or hours the work is to be performed. At such times, the Village shall provide at least 24-hour notice to the Contractor.

2. Instructions to Bidders:

- a. All bids, whether mailed or delivered in person, shall be submitted in a **SEALED ENVELOPE** bearing on the outside the name of the bidder, its address and the following language clearly marked:

BID FOR JANITORIAL SERVICES FOR VILLAGE ADMINISTRATIVE OFFICES

and addressed to:

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

***All Bids must be received by the Village on or before: 3:00 PM, August 16, 2019 and The public bid opening shall be held on August 16, 2019, immediately thereafter in the third floor conference room of the Islamorada Administrative Center and Public Safety Headquarters.**

- b. The Village reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities.

- c. The award of the contract shall be to the lowest responsive and responsible bidder, whose qualifications indicate the award will be in the best interest of the Village and whose bid submittal complies with the requirements of these specifications. No award will be made until all necessary investigations have been made into the responsibility of the bidder(s) and the Village Manager is satisfied that the bidders are qualified to do the Work and have the necessary organization, capital to carry out the Work in the specified timeframes. When considering a responsive and responsible bidder, consideration shall be given to previous engagements with the Village, past performance and experience with other contracts, comfort level with the project team and any other criteria deemed relevant by the Village.
- d. In order to be considered a “responsible” bidder, the bidder must have adequate personnel to do the Work within the time limits that are established, have adequate financial status and/or experience to meet the obligations to perform the Work and have not defaulted on prior contracts. A “responsive” bidder shall be any person, firm or corporation submitting a bid for the Work whose bid sheet is complete and includes all required attachments and enclosures, free from exclusions or special conditions.
- e. The successful bidder shall, within ten (10) days of receipt of the written notice of the award of the contract, deliver to the Village a fully executed contract and all requested certificates of insurance.
- f. If the successful bidder to whom a contract is awarded forfeits the award by failing to enter into a contract with the Village within ten (10) days of receipt of the a written notice of the award of the contract, the Village may, at the Village’s sole option, award the contract to the next lowest responsive and responsible bidder or reject all bids or re-advertise the Work.
- g. A bidder may withdraw his bid at any date and time prior to the time the bids are scheduled to be opened.
- h. The bidder agrees to abide by the prices in this bid submittal for up to ninety (90) days from the date of the bid opening to allow for the Village to review, award and execute the contract.
- i. No modifications shall be submitted by the bidder or accepted by the Village.
- j. Bids shall be publicly opened and read aloud at the appointed time and place stated above in Section 2(a). **Late bids will not be considered.** No responsibility shall be attached to any Village Staff for the premature opening of a bid not properly addressed and/or identified. Bidders or their authorized agents are invited to be present at the bid opening.

3. Price.

Price for the Work at the Village’s Offices are as follows:

<u>Cost Per Month</u>	<u>Total Cost Per Year</u>
\$ _____	\$ _____

The bid for janitorial services shall be for a contract for a twelve (12) month period beginning on October 1, 2019 and ending on September 30, 2020. The Village shall perform regular inspections of the Work. The Village shall have the option to renew this contract for five (5) additional one (1) year periods.

4. Insurance. The Village shall require that the contractor maintain insurance in the following minimum amounts for this Work.

a. Commercial General Liability Insurance \$ 300,000.00

(Coverage must include premises and/or operations and independent contractors.)

b. Workers Comprehensive and Employer's Liability \$ 100,000.00
(Per the Statutory Limits)

c. Bidder shall furnish Certificates of Insurance or endorsements evidencing the insurance coverage specified above to the Village within ten (10) calendar days after notification of award of the contract. The required Certificates of Insurance shall name the types of policies provided specific to this contract and shall state that such insurance coverage is as required by this Contract.

d. If the bidder is awarded a contract, such bidder agrees to provide to the Village at least a thirty (30) day notice of cancellation and/or restriction of the Insurance.

5. Licenses. The following license shall be required for a contractor to perform the Work.

a. Monroe County Occupational License

6. Public Entity Crimes Act.- In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to the Village, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section by the contractor shall result in rejection of the bid, termination of the contract and may cause contractor debarment.

7. Subcontractors. Please provide the names of any subcontractor(s), if any, that will be used in the performance of the Work and describe the service(s) they will be providing:

8. Indemnification. The following indemnification language shall be included in the contract between the Village and the contractor, entered into as a result of this bid:

- a. Contractor shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, directly caused by the Contractor's negligent acts, errors, or omissions in the performance or non-performance of any provision of this Agreement, including but not limited to, liabilities arising from contracts between the Contractor and its subcontractors. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any judgment or damages directly caused by the Contractor's negligent acts, errors, or omissions in the performance or non-performance of this Agreement.
- b. The Village and Contractor further agree that the indemnity and hold harmless provisions provided above are limited to the insurance terms, coverage, limitations, and the amounts provided by the Contractor's insurance policies.
- c. The provisions of this section shall survive termination of this Agreement.

9. Submittal Requirements.

1. Bid Sheet;
2. Copy of Required License; and
3. Bidder's Qualifications Statement.

10. Authority.

I, _____, am an authorized representative of _____ and I am authorized to submit this bid. Furthermore, I agree to complete the Work for this project at the prices listed in this bid sheet and if awarded the project, to execute a contract in a form approved by the Village Attorney and attached herein. Additionally, I agree to guarantee the above bid price for at least ninety (90) days from the date of the bid opening.

SUPPLEMENT TO BID SHEET

BIDDER QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID SHEET FOR BID TO BE DEEMED COMPLETE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

2. Please provide the address of the principal location of business.

3. Please provide the company telephone number, fax number and e-mail addresses:

Phone:

Fax:

E-Mail:

Web Page:

4. Please provide the number of employees.

5. Please provide the number of employees assigned specifically to this Work.

6. Please provide the company tax identification numbers for the Internal Revenue Service.

7. Provide the Monroe County Occupational License Number, if applicable, and expiration date.

8. How many years has your organization been in business?

9. Have you ever failed to complete any work awarded to you? If so, where and why?

10. References: Please give the names, addresses and telephone numbers of three (3) individuals, corporations, agencies, or institutions for which you have performed work.

Name Address

Telephone No.

Name

Address

Telephone No.

Name Address

Telephone No.

11. Has the bidder or his/her representative inspected the proposed Work sites?

12. State the name of the proposed Contact Person or Project Manager and give details of his/her qualifications and experience in managing similar work.

13. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

13.1 The correct name of the bidder is:

13.2. Please state whether the business is a Sole Proprietorship, Partnership or Corporation.

13.3. Please list the names of the corporate officers, or partners, or individuals doing business under a trade name.

STATE OF FLORIDA)
) SS.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title)

[ENTIRE PAGE INTENTIONALLY LEFT BLANK]

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND**

THIS AGREEMENT is made between _____, a Florida corporation, (hereinafter the "Contractor"), and the Village Council of **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (hereinafter the "Village").

WHEREAS, the Contractor and the Village, through mutual negotiation, have agreed upon a scope of services, schedule and fee for Janitorial Services for the Village Administrative Offices (the "Project"); and

WHEREAS, the Village desires to engage the Contractor to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Contractor shall furnish all labor, material (excluding plastic bags, toilet paper and paper towels) to perform the scope of work outlined in Sections 1.2 – 1.4 below.
- 1.2 Village Administrative Offices are located on the second and third floors of the Islamorada Administrative Center and Public Safety Headquarters building. The area for which janitorial services shall be provided are approximately 8,000 square feet consisting of office and hallway space; two conference rooms, three assessor use rooms housing copiers, supplies and a plotter; four (4) individual bathrooms each with one sink and one toilet; three lobbies; two three-floor stairwells; and one (1) kitchen. The janitorial services to be offered shall consist of labor, materials (excluding plastic bags, toilet paper and paper towels). The daily janitorial services shall include: (1) vacuuming all carpets; (2) sweeping all tile and/or linoleum floors including interior stairwell; (3) cleaning all restrooms, including scrubbing and sanitizing fixtures and toilets, mopping floors and cleaning mirrors; (4) dusting furniture (desk surfaces must be free of papers to be dusted); (5) cleaning kitchen area including counter, sinks, tables, chairs, exterior of appliances and floor; (6) wiping handrail in interior stairwell; (7) wiping reception counters and furniture in lobbies; (8) polishing stainless steel elevator doors and cased openings on 1st, 2nd and 3rd floors and sanitize interior control panel; (9) check/replace toilet paper and paper towel in all restrooms and kitchen; (10) emptying trash receptacles into dumpster outside of building; and, (11) emptying

recycling bins into large bins outside of building. The weekly janitorial services shall include: (1) cleaning all interior glass in interior doors and reception windows; (2) wiping conference room tables; (3) dusting baseboards and windowsills in all areas; (4) mopping all lobby areas and interior stairwell; (5) cleaning interior of elevator panels; (6) sweeping exterior stairwell; and, (7) transport wheeled recycling bins from side of building to dumpster area. The monthly janitorial services shall include: (1) cleaning interiors of the refrigerator(s) and microwave(s); (2) dusting air conditioning vent covers; and, (3) cleaning interior of windows in lobby areas. The quarterly janitorial services shall include: dusting blinds in windows and doors. Collectively all the janitorial services described above shall be referred to as "the Work" throughout this Agreement.

1.3 Islamorada, Village of Islands ("Village") specifies that the Work herein for Village Administrative Offices shall be performed three (3) times per week. The days the Work will be completed are Tuesday, Thursday and either Friday, Saturday or Sunday (at the discretion of the contractor). The Work shall be performed anytime after 7:00 p.m. and before 6:00 a.m. on weekdays and at any hour on Saturday or Sunday. From time to time, the Village may need to adjust the day of the week or hours the work is to be performed. At such times, the Village shall provide at least 24-hour notice to the Contractor.

1.4 The Contractor may perform additional services as may be directed by the Village Manager at a mutually agreed upon schedule and compensation.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for a term of twelve (12) months. At its sole discretion, the Village shall have an option to renew this Agreement in accordance with the same terms and conditions for five (5) additional one (1) year periods. Such renewal shall be effective upon receipt of a written notice from the Village Manager to the Contractor, received no later than thirty (30) days prior to the date of termination.

3. **Compensation and Payment.**

3.1 Contractor shall provide the Village with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

3.2 The Village will issue payment to the Contractor within thirty (21) days after receipt of and approval by the Village Manager or designee of an invoice. No payments shall be due or payable for work not performed or materials not furnished.

- 3.3 The Contractor shall be compensated at the monthly prices specified in the Bid Sheet based upon the actual work completed for the month.
- 3.4 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request from the Finance Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Village Manager and whose decision shall be final.

4. **Village's Responsibilities**

- 4.1 The Village will provide access to the Contractor to enter the Village Administrative Offices as required for Contractor to perform the Work specified in this Agreement

5. **Contractor's Responsibilities**

- 5.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by professional janitorial companies under similar circumstances. The Contractor accordingly will perform all tasks as provided in this Agreement.
- 5.2 The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. The Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Village.
- 5.3 The Contractor shall comply with all federal, state and local laws and ordinances applicable to the Work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

6. **Termination.**

- 6.1 The Village without cause may terminate this Agreement upon fourteen (14) days written notice to the Consultant.

6.2 Upon receipt of the Village's written notice of termination under paragraph 6.1, Contractor shall stop work on the Project.

6.3 In the event of termination by either party, the Contractor shall be paid for all work performed, delivered and accepted up to the date of receipt of the written notice of termination.

7. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below naming the Village as an additional insured entity, underwritten by a firm qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall include a minimum of the following.

7.1 **Commercial General Liability.** Commercial general liability coverage with limits of liability of no less than \$300,000.00 per occurrence; combined single limit for Bodily Injury Liability and Property Damage Liability.

7.2 **Worker's Compensation and Employer's Liability Insurance.** Insurance coverage shall apply to all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with a minimum limit of \$100,000.00.

7.3 **Certificates of Insurance.** Certificates of insurance shall be provided to the Village at the time of execution of this Agreement as well as certified copies, as requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days written notice shall be provided to the Village before any policy or coverage is cancelled or restricted.

8. **Nondiscrimination.**

8.1 During the term of this Agreement, the Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all federal and state laws regarding nondiscrimination

9. **Attorneys Fees and Waiver of Jury Trial.**

9.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and

including fees and expenses charged for representation at both the trial and appellate levels.

- 9.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

10. **Indemnification.**

- 10.1 The Contractor shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, directly caused by the Contractor's negligent acts, errors, or omissions in the performance or non-performance of any provisions of this Agreement, including but not limited to, liabilities arising from contracts between the Contractor and its subcontractors. The Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any judgment or damages directly caused by the Contractor's negligent acts, errors, or omissions in the performance or non-performance of this Agreement.

- 10.2 The provisions of this Section shall survive termination of this Agreement.

11. **Notices/Authorized Representatives.**

- 11.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by private postal service or by registered or certified mail with postage prepaid return receipt requested, addressed to the parties (or their successors) at the following addresses.

For the Village: Seth Lawless, Village Manager
Islamorada, Village of Islands, Florida
86800 Overseas Highway
Islamorada, FL 33036

For The Consultant:

12. **Governing Law.**

- 12.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising

out of this Agreement shall be in Monroe County, Florida, Upper Keys Division of the Circuit Court or the Southern District of Florida.

13. **Entire Agreement/Modification/Amendment.**

13.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

13.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this Agreement.

14. **Ownership and Access to Records and Audits.**

14.1 The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes.

14.2 The Village may cancel this Agreement for refusal by the Contractor to allow access by the Village Manager or his designee to any records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

15. **Non-assignability.**

15.1 This Agreement shall not be assignable by the Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

16. **Severability.**

16.1 If any term or provision of this Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

17. **Independent Contractor.**

17.1 The Contractor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be

construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

18. **Compliance with Laws.**

18.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

19. **Waiver**

19.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

20. **Survival of Provisions**

20.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

21. **Prohibition Of Contingency Fees.**

21.1 The Contractor warrants that it has not employed or retained any company or person(s), other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

22. **Counterparts**

22.1 This Agreement may be executed in several counterparts, each of which shall be signed by each party and be deemed an original and such counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute 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 Senior Partner, whose representative has been duly authorized to execute same.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

Kelly Toth, Village Clerk

By: _____
Seth Lawless, Village Manager

Date: _____

[NAME] - CONTRACTOR

By: _____
[Name], President

Date: _____

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

ROGET V. BRYAN, VILLAGE ATTORNEY