

**RESOLUTION NO. 23-09-104**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL  
RANKINGS AND RECOMMENDATIONS OF THE RFP 23-13  
EVALUATION COMMITTEE AND SELECTION OF A CONTRACTOR  
FOR NEARSHORE BUOY AND SIGNAGE INSTALLATION AND  
MAINTENANCE; AUTHORIZING THE VILLAGE MANAGER AND  
VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE  
REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER  
TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE  
MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN  
EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village") installed a nearshore buoy system in 2004 consisting of approximately 140 uniform navigational buoys and a series of fixed regulatory, recreational and informational markers compliant with Florida Administrative Code, Chapter 68D-23 Uniform Waterway Markers in Florida Waters to aid in boater navigation and facilitate preservation of nearshore waters, flats and reefs within the Village's 1200' off-shore jurisdiction within the Atlantic Ocean and Gulf of Mexico; and

**WHEREAS**, under Florida law and pursuant to Village Ordinance 03-10, the Village is responsible for responding to reports of damaged or missing system buoys and markers; and

**WHEREAS**, the Village has continuously operated a buoy maintenance program to address frequent losses and damage to the buoy system from routinely heavy boat traffic, environmental wear, seasonal storm activity, and occasional vandalism and theft; and

**WHEREAS**, in 2020, the Village established a Vessel Exclusion Zone/Swim Area generally located off the Port Antigua and White Marlin Beaches on Lower Matecumbe Key demarcated by a system of twenty (20) appropriately marked regulatory buoys; and

**WHEREAS**, due to continued use of the area that is causing impacts to the community, a modification has been requested to the zone to incorporate five additional buoys; and

**WHEREAS**, on August 3, 2023, the Village issued Request for Proposals (RFP) 23-13 to solicit proposals from qualified firms to provide the materials and services to purchase and install five new appropriately marked buoys within the Port Antigua/White Marlin Beach Vessel Exclusion Zone (the "Installation Project") and to maintain the Village's existing system of nearshore regulatory buoys and signs on a long-term basis (the "Maintenance Project" and, collectively with the Installation Project, the "Project"); and

**WHEREAS**, RFP 23-13 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances; and

**WHEREAS**, The Village received a total of two (2) proposals in response to RFP 23-13. The proposals received were from Poseidon Marine Towing Corp., Islamorada, Florida ("Poseidon Marine") and Underwater Engineering Services, Inc., Fort Pierce, Florida; and

**WHEREAS**, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals to the RFP and make a recommendation to the Village Council for the selection of a Contractor to complete the Project; and

**WHEREAS**, the Committee reviewed the two proposals received using the selection criteria detailed in RFP 23-13 and recommends selection of the highest-ranked proposal from Poseidon Marine for the Project for an amount not to exceed Eleven Thousand Two Hundred Eighty Five and 00/100 Dollars (\$11,285.00) to complete the Installation Project and a rate of \$325.00 per hour for the Maintenance Project; and

**WHEREAS**, the Village Council finds that approval and selection of Poseidon Marine for the Project 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 Committee's recommendation and selects Poseidon Marine to complete the Project.

**Section 3.** **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Poseidon Marine substantially in the form attached hereto as Exhibit "1", for an amount not to exceed Eleven Thousand Two Hundred Eighty Five and 00/100 Dollars (\$11,285.00) to complete the Installation Project and a rate of \$325.00 per hour for the Maintenance Project (the "Agreement");

**Section 4.** **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Poseidon Marine 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 5.** **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 Project.

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

Motion to adopt by Mark Gregg, seconded by Elizabeth Jolin.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

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

**PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2023.**

DocuSigned by:

*Joseph B. Pinder III*

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JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

*Marne k. McGrath*

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MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:



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JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



**AGREEMENT**

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

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

and

**POSEIDON MARINE TOWING CORP.**  
a Florida Corporation, authorized to do business in the State of Florida, hereinafter  
"**CONTRACTOR**."

**WITNESSETH:**

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

**Article I. PREAMBLE**

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

**Section 1.01** The VILLAGE is in need of an independent experienced contractor to provide the materials and services to purchase and install five new appropriately marked buoys within the Port Antigua/White Marlin Beach Vessel Exclusion Zone (the "Installation Project") and to maintain the Village's existing system of nearshore regulatory buoys and signs on a long-term basis (the "Maintenance Project" and, collectively with the Installation Project, the "Project").

**Section 1.02** On August 3, 2023, the VILLAGE issued Request for Proposals No. 23-13 for the Project, including all Exhibits and Addenda (the "RFP").

**Section 1.03** On September 5, 2023, the VILLAGE received two (2) proposals including a proposal from CONTRACTOR for completion of the Project as expressed in the RFP.

**Section 1.04** 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 Project.

**Section 1.05** On \_\_\_\_\_, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 2\_\_\_\_\_, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

**Section 1.06** VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP which is incorporated herein and as made part of this Agreement as if fully set forth herein and in ARTICLE 2 entitled "SCOPE OF WORK" and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

## **Article II.      SCOPE OF WORK**

**Section 2.01** CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Installation Project described in Section IX, Scope of Services under the paragraph entitled "Port Antigua/White Marlin Beach Vessel Exclusion Zone" of the RFP and with respect to the Maintenance Project as described in Section IX, Scope of Services under the paragraph entitled "Buoy Maintenance Program" of the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

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

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

**Section 2.04** None of the work or services under this Agreement for the Project 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 III.      TIME FOR COMPLETION**

**Section 3.01** The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with an Installation Project timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the Installation Project timeline and as stated in Exhibit "A" to this Agreement. With respect to the Maintenance Project CONTRACTOR shall complete all work in a timely manner as directed by the VILLAGE.

**Section 3.02** Anything to the contrary notwithstanding, minor adjustment to the Installation Project timeline 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 the timeline for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

#### **Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES**

**Section 4.01** The VILLAGE hereby agrees to pay CONTRACTOR for the Installation Project, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. The contract price for the Installation Project hereto is referred to as Contract Price and shall not exceed **Eleven Thousand Two Hundred Eighty Five Dollars (\$11,285.00)**. In connection with the Maintenance Project, the CONTRACTOR shall be paid the hourly rates as set forth in the Proposal, in an amount not to exceed **Thirty Five Thousand Dollars (\$35,000.00)** per year during the five year term.

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

**Section 4.03** 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.

**Section 4.04** The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

**Section 4.05** 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.

**Section 4.06** CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; *inter alia*, all sub-contractors and suppliers and labors.

#### **Article V. CONTRACTOR'S LIABILITY INSURANCE**

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

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

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

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

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

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) P & I Insurance - \$1,000,000 limit; and
- (d) Vehicle Liability - \$300,000 per Occurrence  
(Owned, non-owned and hired vehicles) \$300,000 Combined Single Limit.

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

**Section 5.07** The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

## **Article VI. PROTECTION OF PROPERTY**

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

## **Article VII. CONTRACTOR'S INDEMNIFICATION**

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

**Section 7.02** The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any

and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

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

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

## **Article VIII. INDEPENDENT CONTRACTOR**

**Section 8.01** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

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

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

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

#### **Article X. TERM AND TERMINATION**

**Section 10.01** This Agreement 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 Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

**Section 10.02** This Agreement shall take effect as of the date of execution as shown herein below and shall continue for a period of up to five (5) years, unless terminated earlier.

#### **Article XI. CONTRACT DOCUMENTS**

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

#### **Article XII. MISCELLANEOUS**

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

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

**Section 12.03 Records.** CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of

three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

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

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

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

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

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

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

## **Section 12.08 Scrutinized Companies.**

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

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

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

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

CONTRACTOR: Ilene Perez, Vice President  
Poseidon Marine Towing Corp.  
112 Villa Bella Dr.  
Islamorada FL 33036

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

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

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

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

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

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

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

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

**[Signature Page To Follow]**

**[SIGNATURE PAGE TO AGREEMENT]**

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

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: \_\_\_\_\_

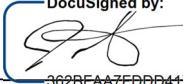
Bryan Cook, Interim Village Manager

AUTHENTICATION:

DocuSigned by:  
  
Marne K. McGrath  
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Marne McGrath, Village Clerk

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

DocuSigned by:  
  
John J. Quick  
362BFAA7FDD417...

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

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By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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SECRETARY

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

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

---

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

[ATTACH]



September 1, 2023

Islamorada, Village of Islands

Attn: Village Clerk

86800 Overseas Highway

Islamorada, Florida 33036

RE: REQUEST FOR PROPOSALS NEARSHORE BUOY AND SIGNAGE INSTALLATION AND MAINTENANCE  
(RFP 23-13)

To Whom It May Concern:

Thank you for the opportunity to provide our proposal for this project. Poseidon Marine Towing Corp. is an Islamorada, family run small business with residency in Islamorada. We provide marine towing and salvage throughout the waterways of Islamorada. Our buoy installation and maintenance team consist of 3 employees and a 24' Sea Ark Aluminum vessel dedicated to the current buoy maintenance program for the Village of Islamorada.

We have over 7 years' experience in providing a Buoy maintenance program for the Village of Islamorada waterway buoys and signs. This included the 2021 installation of 20 Vessel Exclusion Zone Buoys for Port Antigua/White Marlin Beach. We maintain all the stock and supplies necessary in coordination with the Plantation Yacht Harbor Marina Dockmaster Lisa Watts.

As a marine towing and salvage company our daily activities provide us the ability to observe the current conditions of buoys to include identifying algae laden, damaged, or missing buoys and signs in between our quarterly waterway inspection. This provides prompt action to clean or facilitate its replacement. Our 24-hour on call allows the Village staff as well as residents to contact us immediately upon notice of damaged, or missing buoys and signs.

As part of our program, we adhere to the inspection of all uniform waterway markers once every three years and complete an inspection report according to Rule 68D-23.110, Florida Administrative Code. Our last Tri-annual Florida Uniform Waterway Marker Permit Inspection Report Checklist completed in November 2021. We are active proponents of providing these services as new projects or situations may arise as it is crucial to the safety of our village waterways.



**Client references are:**

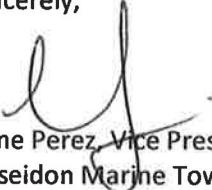
**Peter Frezza, Environmental Resource Manager**  
**peter.frezza@islamorada.fl.us**  
**Village of Islamorada**  
**8600 Overseas Highway**  
**Islamorada, FL 33036**  
**(305) 393-0982**

**Brett Ekblom, President**  
**brett@nativeconstruction.com**  
**Native Construction Contracting Inc.**  
**100 Wrenn St**  
**Tavernier, FL 33070**  
**(305) 852-3116**

**Cory Offutt, President**  
**TowBoatUS Miami / Biscayne Towing & Salvage, Inc.**  
**300 Alton Rd Suite 210**  
**Miami Beach, FL 33139**  
**(305) 358-1486**

Poseidon Marine Towing has established itself as a reliable source for the residents and the businesses of the Village of Islamorada. Growing our relationship to better support the Village of Islamorada is our top priority. Should you have questions regarding our proposal, please contact me at (305) 338-2232 or via email at [towboatus.islamorada@gmail.com](mailto:towboatus.islamorada@gmail.com). We look forward to continuing our partnership together.

Sincerely,

  
Ilene Perez, Vice President  
Poseidon Marine Towing



## NEARSHORE BUOY AND SIGNAGE INSTALLATION AND MAINTENANCE (RFP 23-13)

### Owner Information

Name Islamorada Village of Islands  
 Address 86800 Overseas Highway  
 City, State ZIP Islamorada, FL 33036  
 Phone 305-852-6451  
 Email [clerk@islamorada.fl.us](mailto:clerk@islamorada.fl.us)  
 Project name Nearshore Buoy and Signage Installation and Maintenance

### Contractor Information

Company Poseidon Marine Towing Corp.  
 Name Ilene Perez  
 Address 112 Villa Bella Dr  
 City, State ZIP Islamorada, FL 33036  
 Phone 305-852-6451  
 Email [towboatus.islamorada@gmail.com](mailto:towboatus.islamorada@gmail.com)

### Scope of Service

#### Buoy Maintenance Program

Our 24-hour on call service can respond to calls from Village staff when buoys are missing or damaged and need to be replaced. Our daily activities provide observation of the current conditions of buoys to include identifying algae laden, damaged, or missing buoys and signs in between our quarterly waterway inspection. Periodic field visits to search for missing buoys, searching for anchors where buoys are no longer there, installation of new anchors where they are unable to be found, checking and cleaning of the current buoys in place, replacement of damaged or missing buoys and signs. Responsible for maintaining a stock of buoys and supplies necessary to replace missing or damaged buoys in a timely manner. Responsible for the recovery of buoys that have been reported and found away from their moorings. Conduct an inspection of all uniform waterway markers once every three years and complete an inspection report according to Rule 68D-23.110, Florida Administrative Code. Responsible for the installation of new buoys and signs as directed by the Village as new situations or projects

### Company Proposal

Posedion Marine Towing Corp proposes the above scope of service for the amount of \$325.00 per hour.

### Timeline

Proposal Remains in effect for 90 days from September 10, 2023. Timeline proposal 90 Days from written approval from the Village of Islamorada.

Submitted by (Company Representative)

9/1/23

Date



## NEARSHORE BUOY AND SIGNAGE INSTALLATION AND MAINTENANCE (RFP 23-13)

### Owner Information

Name Islamorada Village of Islands  
 Address 86800 Overseas Highway  
 City, State ZIP Islamorada, FL 33036  
 Phone 305-852-6451  
 Email clerk@islamorada.fl.us  
 Project name Port Antigua/White Marlin Beach Vessel Exclusion Zone

### Contractor Information

Company Poseidon Marine Towing Corp.  
 Name Ilene Perez  
 Address 112 Villa Bella Dr  
 City, State ZIP Islamorada, FL 33036  
 Phone 305-852-6451  
 Email towboatus.islamorada@gmail.com

### Scope of Service

#### Port Antigua/White Marlin Beach Vessel Exclusion Zone

Responsible for the purchase and installation of the five new regulatory buoys to be located at the Port Antigua and White Marlin Beach Vessel Exclusion Zone. This is to include all necessary components that are required to install the buoys, including but not limited to the buoys themselves, stickers, reflective stickers, anchors, shackles, eye rings, hose and chains necessary to mark and secure the buoys. The buoys are to be indicated with the proper Village ordinance number and permit number. The details of the plans, buoys and location of this buoy system are in Port Antigua/White Marlin Beach. Responsible for supplying all the necessary equipment to install the buoys. The location of the buoys are to be indicated with a temporary marker prior to installation.

### Company Proposal

Posedion Marine Towing Corp proposes the above scope of service for the amount of \$11,285.00.

### Timeline

Proposal Remains in effect for 90 days from September 10, 2023. Timeline proposal 90 Days from written approval from the Village of Islamorada.

Submitted by (Company Representative)

A handwritten signature in black ink, appearing to read "POSEIDON MARINE TOWING CORP.", is written over a stylized, abstract line drawing that looks like a wave or a stylized 'P'.

Date

9/1/23



## **Warranty for NEARSHORE BUOY AND SIGNAGE INSTALLATION AND MAINTENANCE (RFP 23-13)**

It is expressly understood and agreed that warranties regarding materials, workmanship, or use of the Buoy Equipment (the "Manufacturer's Warranty"), if any, are made exclusively by the Manufacturer and not by Poseidon Marine Towing. Customer's exclusive remedy under Manufacturer's Warranty shall be as provided therein and shall lie exclusively against and be obtainable only from the Manufacturer, and Customer expressly agrees that it shall have no claim or cause of action against Poseidon Marine Towing in the event the Manufacturer is for any reason unwilling or unable to perform replacement of parts under the terms of Manufacturer's Warranty.

Damage or loss to Buoy Equipment can be attributed to many factors including Mariner irresponsibility and Mother Nature. There are no factors for control in these instances to warrant responsibility for replacement costs by Poseidon Marine Towing. In the event of any damage or loss of Buoy Equipment once installed, Poseidon Marine Towing will only replace or repair at the cost of the Islamorada Village of Islands.

**2023 / 2024**  
**MONROE COUNTY BUSINESS TAX RECEIPT**  
**EXPIRES SEPTEMBER 30, 2024**

RECEIPT# 47143-118893

Business Name: POSEIDON MARINE TOWING CORP

Owner Name: CARLOS GALINDO  
Mailing Address:112 VILLA BELLA DR  
ISLAMORADA, FL 33036Business Location: 112 VILLA BELLA DR  
ISLAMORADA, FL 33036Business Phone: 305-852-6451  
Business Type: MARINE REPAIR TOWING & SALVAGE (MARINE TOWING )

Employees 2

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
22.00	0.00	22.00	0.00	0.00	0.00	22.00

Paid 318-22-00002976 09/05/2023 22.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED**Sam C. Steele, CFC, Tax Collector  
PO Box 1129, Key West, FL 33041**THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY  
PLANNING, ZONING AND  
LICENSING  
REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
**P.O. Box 1129, Key West, FL 33041-1129**  
**EXPIRES SEPTEMBER 30, 2024**

Business Name: POSEIDON MARINE TOWING CORP

RECEIPT# 47143-118893

Owner Name: CARLOS GALINDO  
Mailing Address:112 VILLA BELLA DR  
ISLAMORADA, FL 33036

Business Location: 112 VILLA BELLA DR

ISLAMORADA, FL 33036

Business Phone: 305-852-6451  
Business Type: MARINE REPAIR TOWING & SALVAGE (MARINE TOWING )

Employees 2

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
22.00	0.00	22.00	0.00	0.00	0.00	22.00

Paid 318-22-00002976 09/05/2023 22.00

# ACORD™

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**11/01/2022**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Starkweather & Shepley (WE) PO Box 549 Providence, RI 02901-0549 401 596-2212	<b>CONTACT NAME:</b> Linda J. Wagner	<b>FAX (A/C, No):</b> 401-735-1059
	<b>PHONE (A/C, No, Ext):</b> 401 596-2212 <b>E-MAIL ADDRESS:</b> lwagner@starshep.com	
<b>INSURED</b>  Poseidon Marine Towing Corp 112 Villa Bella Drive Islamorada, FL 33036	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Travelers Propy Casualty Co of America	004461
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## **COVERAGES**

**CERTIFICATE NUMBER:**

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**REVISION NUMBER:**

REVISION NUMBER: \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADD'L SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> <input type="checkbox"/>  GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER:			ZOL31M6904A22ND	10/25/2022	10/25/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ \$	
	UMBRELLA LIAB		<input type="checkbox"/> OCCUR					
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE					
	DED	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N  <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A			PER STATUTE	OTH- ER
A	P & I			ZOL31M6904A22ND	10/25/2022	10/25/2023	\$1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

## **P&I Includes Jones Act, Towers, Collision & Towers Liability**

**Vessels: 2017 24' Sea Ark, 2007 27'11" Zodiac and 1999 31' Ocean Master**

**Certificate Holder is included as Additional Insured ATIMA per Written Contract or Agreement**

**CERTIFICATE HOLDER**

## CANCELLATION

**Islamorada, Village of Islands  
86800 Overseas Hwy  
Islamorada, FL 33036**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

*S. H. G.*

Policy Number: BA090000017536  
 Effective Date: 05/26/2023



**Amended Declarations: Change Coverages**  
**This policy change has resulted in an additional premium of \$24.00**  
 This declarations supersedes any previous declarations bearing the same number for this policy period

## BUSINESS AUTO DECLARATIONS

For resolving issues or other information you can contact your agent or Mercury using the below phone numbers:

<b>Issued By:</b> Mercury Indemnity Company of America P.O. BOX 31476 TAMPA, FL 33631 Billing: (888) 637-2176 Claims: (800) 503-3724	<b>Agent:</b> FLORIDA BANKERS INSURANCE 1631 W FLAGLER ST MIAMI, FL 33135 Agent Number: 099875 Agent Phone: (305) 643-2445
---	---

### ITEM ONE

### GENERAL INFORMATION

**Named Insured:** POSEIDON MARINE TOWING CORP DBA TOWBOATUS ISLAMORADA

**Mailing Address:** 112 VILLA BELLA DR,  
 ISLAMORADA, FL 33036-3309

**Policy Period:** From 05/11/2023 to 05/11/2024 at 12:01 AM Standard Time at your mailing address

**Business Type:** Marina

**Business Category:** Transportation & Public Utility

**Form of Business:** Corporation

**Total Policy Premium:** \$4,346.00

Authorized Representative

This policy may be subject to final audit. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

### ENDORSEMENTS ATTACHED TO THIS POLICY

MCA FLCC 07 20 - Common Policy Conditions	
MCA FLBA 10 22 - Business Auto Coverage Form	
MCA FLBE 10 22 - Mercury Business Auto Broadening	
CA 20 48 10 13 - Designated Insured	
MCA FLUN 07 20 - Florida Uninsured Motorists Coverage -	
MCA FLPI 07 20 - Florida Personal Injury Protection	
MCA RRCV 07 20 - Rental Reimbursement Coverage	
MCA RSAC 07 20 - Roadside Assistance Coverage	
MCA LPCL 07 20 - Loss Payable Clause	

Policy Number: BA090000017536  
 Effective Date: 05/26/2023



**WARNING MINIMUM LIMITS: IN SOME CASES, THE POLICY AFFORDS ONLY MINIMUM LIMITS OF LIABILITY FOR BODILY INJURY AND PROPERTY DAMAGE AS SPECIFIED BY THE COMPULSORY OR FINANCIAL RESPONSIBILITY LAW OF THE JURISDICTION WHERE THE LOSS OCCURRED. SUCH MINIMUM LIMITS MAY BE LESS THAN THE STATED POLICY LIMITS.**

**ITEM TWO**

**SCHEDULE OF COVERAGES**

This policy provides only those coverages where a charge is shown in the premium column below.

<b>Coverages</b>	<b>Limit</b> The Most We Will Pay For Any One Accident Or Loss	<b>Premium</b>
<b>Liability</b>	\$300,000 Combined Single Limit	<b>\$2,144</b>
<b>Personal Injury Protection</b>	\$10,000	<b>\$162</b>
<b>Medical Payments</b>		
<b>Uninsured Motorists</b>	\$300,000 Combined Single Limit, Non-Stacked	<b>\$997</b>
<b>Comprehensive</b>	Actual Cash Value, Cost of Repair or Stated Amount, Whichever is Less, Minus Deductible Shown in ITEM THREE for Each Covered Auto.	<b>\$343</b>
<b>Collision</b>	Actual Cash Value, Cost of Repair or Stated Amount, Whichever is Less, Minus Deductible Shown in ITEM THREE for Each Covered Auto.	<b>\$365</b>
<b>Premium For ITEM FOUR (Hired Auto Coverage)</b>		
<b>Premium For ITEM FIVE (Employer's Non-Ownership Liability)</b>		
<b>Premium For Other Endorsements</b>		
<b>Miscellaneous Fees and Expense</b>		
<b>Florida Hurricane Catastrophe Fund Fee</b>		
<b>Total Policy Premium</b>		
<b>\$4,346.00</b>		

Policy Number: BA090000017536  
Effective Date: 05/26/2023



ITEM THREE		SCHEDULE OF COVERED AUTOS YOU OWN				
Covered Auto No.	Description	Body Type	VIN	Garaging		
				City	ST	Zip Code
1	2019 FORD F250 SUPER DUTY	Pickup	1FT7W2BT0KEF09754	Islamorada	FL	33036
2	2019 CHEVROLET TAHOE	Sport Utility Vehicle	1GNSCBKC9KR139021	Islamorada	FL	33036

Covered Auto No.	Radius (In Miles)	Vehicle Use	Business Use	*Stated Amount	Non-Factory Equipment Limit	Loss Payee
1	Up to 100 Miles	Business	Service		\$0	Ford Motor Credit
2	Up to 100 Miles	Personal & Business	Service		\$0	Ally Financial

\* Stated Amount coverage is an agreed to limit on your vehicle's actual cash value, including the actual cash value of any Non-Factory Equipment permanently attached to the vehicle that you disclose to us, and is the most we will pay for a loss. Non-Factory Equipment coverage is subject to a sub-limit shown on the Declarations. Be sure to check the Stated Amount and Non-Factory Equipment sub-limit at every renewal in order to receive the best value from your Mercury Business Auto policy.

COVERAGES, PREMIUMS, LIMITS, AND DEDUCTIBLES				
Each of the coverages will apply to a specific Covered Auto if a premium is shown for that specific coverage on that Covered Auto. Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.				

Covered Auto No.	Comprehensive		Collision		Roadside Assistance	
	Deductible	Premium	Deductible	Premium	Limit Per Occurrence	Premium
1	\$500	\$227	\$500	\$200	\$100 per occurrence	\$20
2	\$500	\$116	\$500	\$165	\$100 per occurrence	\$20

Covered Auto No.	Rental Reimbursement		Auto Loan/Lease Gap Premium	Total Vehicle Premium
	Maximum Payment Each Covered Auto	Premium		
1	\$70 per day/30 days max	\$70		\$2,411.00
2	\$70 per day/30 days max	\$70		\$1,780.00

Policy Number: BA090000017536  
 Effective Date: 05/26/2023



TOTAL PREMIUMS	
Liability	\$2,144
Personal Injury Protection	\$162
Medical Payments	
Uninsured Motorists	\$997
Comprehensive	\$343
Collision	\$365
Roadside Assistance	\$40
Rental Reimbursement	\$140
Loan/Lease Gap	

#### ITEM FOUR SCHEDULE OF HIRED AUTO COVERAGE AND PREMIUMS

Cost of hire is the total annual amount you incur for the hire of autos you do not own. Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Estimated Annual Cost Of Hire	Liability Coverage	Physical Damage Coverage		Total ITEM FOUR Premium
	Premium	Limit Of Insurance	Premium	
		Actual Cash Value, Cost of Repair or \$100,000, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto.		

ITEM FIVE SCHEDULE FOR EMPLOYER'S NON-OWNERSHIP LIABILITY	
Number Of Employees (Including Volunteers)	Total ITEM FIVE Premium

ADDITIONAL INFORMATION	
Discounts	
<ul style="list-style-type: none"> <li>Advance Quote</li> <li>Multi-Line</li> <li>Good Payer</li> <li>Pay in Full</li> </ul>	

Driver Information	
Listed Drivers	Excluded Drivers
CARLOS GALINDO	
ILENE PEREZ	

Additional Insureds	
Islamorada, Village of Islands 86800 Overseas Hwy Islamorada, Florida 33036	

Other Endorsements	Premium
Broadening Endorsement	\$130