

RESOLUTION NO. 23-11-130

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH RJS DESIGN CONSULTANTS LLC TO PROVIDE PROFESSIONAL SERVICES AND PROJECT MANAGEMENT FOR THE FOUNDERS PARK POOL RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT; AUTHORIZING EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") operates and maintains an Olympic size competitive swimming pool with a diving well (the "Pool") at the Ron Levy Aquatic Center in Founders Park that was constructed in 2001; and

WHEREAS, the Pool surface shows signs of deterioration with plaster and concrete spalling, discoloration, rust stains, roughness, minor cracks, tile cracks, uneven deck surfaces, and known leaks; and

WHEREAS, the Aquatic Center locker room facilities including floors, bathroom fixtures, showers and storage cabinets are aged; upgrades are needed for improved function, cleanliness and the comfort of visitors; and

WHEREAS, the addition of a lifeguard office/first aid station within the footprint of the current restroom facilities is needed and is proposed to be included in the renovation; and

WHEREAS, to evaluate of the current conditions, create of a scope of work for a pool resurfacing project for the Olympic size pool and renovations of the locker room facilities at the Ron Levy Aquatic Center in Islamorada's Founders Park (the "Project") the Village requires specialized professional construction administration and project management services; and

WHEREAS, on May 10, 2023, the Village issued Request for Proposals (RFP) 23-08 in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances to solicit sealed proposals from consulting firms, construction contractors, and/or

engineers who specialize in or have experience in large commercial pool resurfacing and renovation projects; and

WHEREAS, the Village received two (2) proposals in response to RFP 23-08 following the advertising period from May 10, 2023 through July 13, 2023; and

WHEREAS, on August 17, 2023, the Village Council adopted Resolution No. 23-08-92, thereby approving the ranking and recommendation of the Evaluation Committee (the "Committee") and authorizing negotiations of an Agreement with RJS Design Consultants LLC ("RJS"); and

WHEREAS, an updated proposal with a cost schedule for an amount of One Hundred Eighty Nine Thousand One Hundred and 00/100 (\$189,100.00) provided by RJS was utilized to draft an Agreement, attached hereto as Exhibit "1"; and

WHEREAS, the Village Council finds that approval of the Agreement with RJS for the Project 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 Agreement.** The Village Council hereby approves the Agreement with RJS Design Consultants LLC, provided hereto as Exhibit "1", for the Professional Services and Project Management for Olympic Size Pool Resurfacing Project.

Section 3. **Authorization of Village Officials.** The Village Manager is authorized to execute the Agreement 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 4. Approval 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.

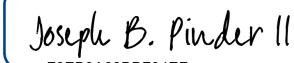
Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Sharon Mahoney, seconded by Elizabeth Jolin.

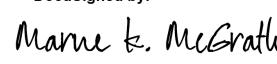
FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS 7th DAY OF NOVEMBER, 2023.

DocuSigned by:

F0EB9A60BD794EF...
JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

008BA9A9B2704D5...
MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:

302BFAA7FDD0417...
JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

RJS Design Consultants LLC.

a Florida Limited Liability 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 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 professional services and project management services to evaluate the current conditions and create a scope of work for a pool resurfacing project for the Olympic size pool and renovations of the locker room facilities at the Ron Levy Aquatic Center in Islamorada's Founders Park in a timely and responsive timeframe (the "Project").

Section 1.02 On May 10, 2023, the VILLAGE issued Request for Proposals No. 23-08 for the Project, including all Exhibits and subsequently issued Addenda (the "RFP").

Section 1.03 On July 13, 2023, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was the highest ranked, responsive and responsible proposer for the Project.

Section 1.05 On August 17, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 23-08-92, approving the ranking of the evaluation committee and authorizing the Village to negotiate an Agreement with CONTRACTOR for the Project.

Section 1.06 The Village negotiated with CONTRACTOR and mutually agreed upon the terms contained in this Agreement.

Section 1.07 On November 7, 2023, the Village Council adopted Resolution No. 23-11-**xx**, approving this Agreement with CONTRACTOR for the Project.

Section 1.08 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP 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 Project described in 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 the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

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

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mentioned above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 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 Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **One Hundred Eighty-nine Thousand One Hundred and no/100 Dollars (\$189,100.00)**.

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/BOND

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) Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit; and

- (d) 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.

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

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 continue for such time as is contemplated by the VILLAGE.

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following 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: Ben Ellis, PE, Owner
RJS Design Consultants
1106 North G St., Suite B
Lake Worth, FL 33460

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: _____
Edward Koconis, Interim Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

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

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

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"

CONTRACTOR'S PROPOSAL
Including Timeline

October 25, 2023 (UPDATED)

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

Re: **SCOPE OF WORK AND PROPOSAL
PROFESSIONAL SERVICES AND PROJECT MANAGEMENT
FOR OLYMPIC SIZE POOL RESURFACING PROJECT
(RFP 23-08)**

Dear City Clerk and Staff,

Thank you for the opportunity to submit a proposal on the above referenced project. We look forward to working with you on it.

Description of Project:

Founders Park located at 87000 Overseas Highway, Islamorada, Florida, is the location of the Ron Levy Aquatic Center with an Olympic size competitive swimming pool measuring 50 meters by 25 yards with a dive well. The depth ranges from 4 ft to 12.6 feet. The pool volume is 671,940 gallons and has a bathing load of 371. The pool has eight (8) lap lanes that can be oriented to 25 yards or 50 meters. The diving well consists of (2) two three-meter boards and (2) one-meter boards. The pool has experienced a number of deteriorating conditions to the pool surface as well as the pool deck and the deck is sinking in some areas.

The locker room facilities including floors, bathroom fixtures, showers and storage cabinets are aged, and upgrades are needed for improved function and cleanliness. Furthermore, the addition of a lifeguard office/first aid station within the footprint of the current restroom facilities is to be included in the renovation.

We propose to provide professional services and project management services to evaluate the current conditions and create a scope of work for a pool resurfacing project for the Olympic size pool and renovations of the locker room facilities at the Ron Levy Aquatic Center in Islamorada's Founders Park.

Scope of Professional Services:

1.0 GENERAL SCOPE AND DELIVERABLES

The project manager's overall tasks include:

- Identifying repair work needed to address current issues with the pool that are contributing to the deteriorating conditions
- Developing the scope of work needed to address these issues
- Drafting the bid document needed to seek a contractor for the resurfacing and renovation work pursuant to a competitive selection process
- Assisting the Village in managing the bid process

- Overseeing the project and ensuring that the contractor is meeting performance requirements after selection of a contractor is approved by the Village Council
- Reviewing invoices before payment processing by the Village
- Ensuring that the contractor has obtained all necessary permits

2.0 SCOPE OF SERVICES

The scope of work and process for this Project is identified by phases. The consultant shall be authorized to perform basic professional services in all phases: Evaluation and Design Phase, Bid Phase and Construction and Management Phase.

Summary:

1. Professional consultant services for the evaluation of the existing conditions and causes of deterioration, preparation of all plans, specifications and details necessary for the pool resurfacing and facility renovation.
2. Provide documents and technical specifications for the bidding project and assist with preparation of the procurement/bid documents.
3. Serve as the Project Manager for the pool resurfacing and facility renovations.

EVALUATION AND DESIGN PHASE

1. Meet with Village representatives for an initial project “kick-off” meeting to refine the overall needs analysis of the project.
2. Review the overall intent of the project, conduct site inspections, observe limitations, explore opportunities, establish a time schedule, and outline responsibilities leading to the preparation of technical specifications, plans and bid documents.
3. Conduct site inspections and evaluate the pool surface, deck and coping, surge tank, mechanical operations, and pool features.
4. Oversee leak detection services to be performed on drains, lights, returns, fittings, expansion joint and pressure test all lines.
5. Provide design and consultant services for the preparation of all construction plans and technical specifications, shop drawings, schematics and documents associated with a complete bid package to fulfill the contract bidding requirements.
6. Provide and review bid documents to the Village and revise as needed.
7. Prepare a “Cost Estimate” of the proposed project cost and review with the Village prior to bidding the scope of work.
8. Prepare preliminary project time schedule that can be revised as additional project information is developed.
9. Assist to procure any and all necessary government permits related to the project.

BID PHASE

1. Provide the Village with a complete bid package in a form provided by the Village including technical specifications and documents, and list qualified contractors for solicitation of bids for the proposed work.
2. Assist the Village in the distribution of bid documents and responses to inquiries, as necessary.
3. Attend and conduct a mandatory pre-bid meeting to discuss and answer questions concerning the scope of work with potential bidders.
4. Review all bid submissions to ensure accuracy and completeness. Make inquiries of all references on behalf of the Village. Assist the Village in reviewing and evaluating the contractor proposals and making recommendations for an award of contract to the lowest responsible bidder.

CONSTRUCTION OBSERVATION AND MANAGEMENT PHASE

1. Upon award of a contract/agreement, attend and conduct a pre-construction conference to discuss the entire scope of work for the project with the successful contractor and subcontractors and establish a schedule for commencement of work that is mutually acceptable to all parties.

2. Establish work parameters, project scheduling, and assist with any other administrative matters, including the filing of any applicable permits.
 3. Communicate with the Village and project contractor during the construction to coordinate project scheduling, selection of material and material specification submittals, change orders (if required), and provide review and clarifications relating to the shop drawings and specifications, as requested.
 4. Assist the Village during the construction with appropriate construction observation/job meeting visits; prepare progress reports and meeting minutes, including pre-construction minutes; review and approve shop drawings, color and material selections; and resolve all disputes arising from the contractual documents. A minimum of two (2) weekly visits are expected during the construction process.
- NOTE:** We propose to furnish up to 32 visits to the site during construction based on two per week for 4 months of active construction. If more visits are required or requested, they can be added at the per diem rates below on written approval by Client.
5. Be available during the construction process for telephone or email consultation to assist with matters requiring consultant expertise.
 6. Review and approve all the work of the contractor and provide written documentation recommending approval or disapproval of contractor invoices, request of payment submittals, changes to and/or modifications to scope of work, and change order payment submittals.
 7. Upon substantial completion of the work, prepare an itemized punch list of outstanding and/or unacceptable work items, see that all items contained in the punch list are corrected, and issue a final report to the Village recommending final payment.

Schedule of Fees:

Evaluation and Design Phase	\$122,900
15% to be billed upon Project Kickoff	
20% to be billed upon Delivery of Schematic Design Documents	
25% to be billed upon Delivery of Design Development Documents	
40% to be billed upon Delivery of Construction Documents	
 Bid Phase	 \$18,900
50% to be billed upon Delivery of Bid Package	
50% to be billed upon Receipt of Bids	
 Construction Administration, Management	 \$47,300

To be billed monthly during Permitting and Construction, est. 1/7th per month

Per Diem Rates for additional site visits during construction, including travel time and up to 90 minutes on site plus follow up report:

Architect	\$1,200
Civil/Structural Engineer	\$1,200
Aquatic Engineer	\$1,000
Field Engineer	\$1,000

This fee is exclusive of reimbursable expenses. Reimbursable expenses include out of pocket expenses associated with travel (excluding to and from the jobsite), production of blueprints, reports, specifications, or CDs, communication costs, delivery of drawings or reports, or any other extraordinary expense RJS may incur at Client's request and with Client's approval.

In the event that scope in addition to what is outlined above must be added to the project, it may be done by addendum to this contract at a fixed fee as approved by the Client, or Hourly as Needed per the schedule of values below.

Schedule of Hourly Rates

Architect/Engineer	\$ 220.00/hr
Field Engineer	\$180.00/hr
Drafter	\$ 110.00/hr
Clerical	\$ 60.00/hr

Schedule of Reimbursable Expenses

Letter Sized Sheet	\$0.25/sheet
24"x36" Sheet	\$3.25/sheet
Digitally S&S Plan Sets	\$175.00 per submittal
Telephone/Fax	Actual Charge
Color Reproductions	Actual Cost
Vehicles Mileage	Prevailing Federal Rate
Travel Costs	Actual Cost
Shipping /Courier	Actual Cost

Project Timeline:

The design phase timeline is based on weeks after receiving a signed contract with the Village. The pool would be open during this time.

- Weeks 1-2: Mobilization, initial client meeting with design team
- Weeks 3-5: Evaluation and Design Development
- Weeks 6-8: Schematic Design, client approval of design concepts and scope of work
- Weeks 9-12: 75% Construction Documents, begin to develop bid package
- Weeks 13-16: Construction Documents, Contractor RFP package, advertise Project

Bid Phase:

- Weeks 17-20: Answer RFIs, Issue Clarifications
- Weeks 21-22: Evaluate Bids and advise Client of Acceptable Bids
- Weeks 23-26: Contract Negotiation

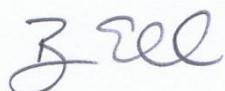
We expect an active time of construction to be about 4 months. After a successful Contractor is selected:

- Weeks 1-8: Submit Plans to the DOH & Bldg Dept, Contractor begins pre-con activities
- Weeks 9-25: Construction
- Weeks 26-30: Post construction cleanup, final inspections, punch items, and turnover

Should you have any questions, please do not hesitate to contact me.

Sincerely,

RJS Design Consultants, LLC



Ben Ellis, PE
Owner