

RESOLUTION NO. 24-07-65

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RESCINDING RESOLUTION NO.
24-05-33 AND APPROVING THE FINAL RANKINGS AND
RECOMMENDATIONS OF THE RFP 24-08 EVALUATION
COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE
PLANTATION TROPICAL PRESERVE PROJECT; 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") owns the 3.7-acre Plantation Tropical Preserve ("PTP") located on Plantation Key, which was purchased with grant assistance from the Florida Communities Trust ("FCT") for the purposes of environmental preservation and recreational development; and

WHEREAS, pursuant to the restrictive covenants set forth in the acquisition documents for PTP, the Village has been completing design and development of site improvements to support public outdoor recreation and environmental interpretation of PTP; and

WHEREAS, the Village has completed the design and permitting of a community gazebo and associated sidewalk for the property; and

WHEREAS, the Village is in need of an independent contractor to complete the construction of this work; and

WHEREAS, on March 11, 2024, the Village issued Request for Proposals (RFP) 24-08 to solicit proposals from qualified firms to construct the Plantation Tropical Preserve Gazebo Project

(the "Project"); and

WHEREAS, RFP 24-08 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 24-08. The proposals received were from CBT Construction and Development, Inc. ('CBT"), and Native Construction Contracting Inc.; and

WHEREAS, on May 7, 2024, the Village Council adopted Resolution No. 24-05-33, thereby approving a Project Agreement with CBT for the Project in an amount not to exceed One Hundred Forty-Seven Thousand Five Hundred Three Dollars and Thirty-Nine Cents (\$147,503.39); and

WHEREAS, the Village Council subsequently advised staff to investigate construction of a tiki hut in replacement of the gazebo as designed to reduce costs and provide recommendations; and

WHEREAS, the Village Council, upon recommendation of the Village Manager, desires to rescind Resolution No. 24-05-03 and approve a Project Agreement with CBT for the Project in an amount not to exceed One hundred Nine Thousand Dollars (\$109,000.00); and

WHEREAS, the Village Council finds that approval and selection of CBT 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. Rescinding Resolution 24-05-33. The Village Council of Islamorada, Village of Islands, hereby rescinds Resolution 24-05-33, thereby rescinding approval of the original

Project Agreement for CBT for the Project.

Section 3. Approval of Selection. The Village Council hereby approves the selection of CBT Construction and Development, Inc. to construct the Project. Although this item was procured through a competitive bidding process, in an abundance of caution the Village Council also hereby waives competitive bidding pursuant to Section 2-328(a) of the Village Code only to the extent it is deemed necessary.

Section 4. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with CBT Construction and Development, Inc. substantially in the form attached hereto as Exhibit "1", for an amount not to exceed One hundred Nine Thousand Dollars (\$109,000.00) to construct the Project.

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

Section 6. 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 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

Remainder of the page intentionally left blank.

Motion to adopt by Henry Rosenthal, seconded by Sharon Mahoney.

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 9th DAY OF JULY, 2024.

DocuSigned by:
Joseph B. Pinder III
F8EB3A69BD794EF...

JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:
Marne k. McGrath
000BAA9A9B2704D5...

MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:
John J. Quick
3620FAA7FD00D417...

JOHN J. QUICK, VILLAGE ATTORNEY



AGREEMENT

THIS IS AN AGREEMENT, dated the 19th day of August, 2024, between:

ISLAMORADA, VILLAGE OF ISLANDS

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

and

and CBT CONSTRUCTION AND DEVELOPMENT INC.

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 construction services for the construction of the community gazebo and associated concrete walkway and other site improvements at the Plantation Tropical Preserve in a timely and responsive timeframe (the "Project").

Section 1.02 On March 11, 2024, the VILLAGE issued Request for Proposals No. 24-08 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On April 11, 2024, 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 July 9, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-07-65, 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 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" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". 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

mention 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 Nine Thousand Dollars (\$109,000.00)**.

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

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) 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; and

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 shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the 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, for

reasons other than the Villages breach of this Agreement, 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"; any 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 Village 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, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

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 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

Section 12.10 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: Christopher Trentine/President
CBT Construction and Development, Inc.
87889 Overseas Hwy., Islamorada, FL 33036
chris@cbtconstruction.com

Section 12.11 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 12.12 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 12.13 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.14 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 12.15 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.16 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 12.17 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 12.18 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.

**[ANY CONTRACT DOCUMENTS FROM THE RFP SHALL BE INSERTED IN AGREEMENT
BEGINNING ON THE FOLLOWING PAGE]**

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: CBT Construction Development

Vendor FEIN: 20-8610459

Address: Po Box 1057

City: Tavernier State: FL Zip: 33076

Phone number: 305-852-3002 Email Address: admin@ CbtConstruction.Com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

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

By: _____

Authorized Signature

Print Name and Title: Christopher Trenfine

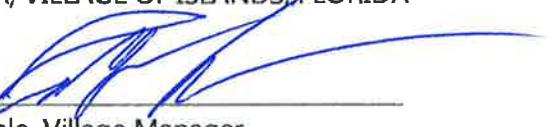
Date: 8/19/20

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement: 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: 

Robert Cole, 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, Village Attorney

CONTRACTOR

WITNESS:



Print Name: Vickie Blas

By: 

Print Name: Christopher Trentine

Title: President

Date: 8/19/24

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Exhibit A

Released by Charles Daniels on Jun 12, 2024

Released



87889 Overseas Highway • Islamorada, FL 33036 • Phone: 305-852-3002

Peter Frezza

Job Address:
Overseas Hwy
Tavernier, FL 33070

Print Date: 6-12-2024

Tropical Preserve - 90000 O/S Hwy

I would like to extend my sincere gratitude to you for considering CBT Construction and Development for your upcoming project. We appreciate the opportunity to bid on this project and demonstrate our expertise and commitment to excellence in construction services.

At CBT Construction and Development, we take great pride in our ability to deliver high-quality and reliable construction services to our valued clients. Our team of professionals comprises experienced and skilled individuals who are dedicated to ensuring that every project is completed to the highest standards.

We understand the significance of selecting the right contractor for your project, and we are confident that we possess the necessary skills and expertise to not only meet but exceed your expectations. Our primary goal is to work closely with you, understand your unique needs, and deliver a finished product that precisely aligns with your specifications and requirements.

Thank you once again for considering CBT Construction and Development for your project. It would be our honor to collaborate with you and demonstrate our unwavering commitment to excellence in construction services.

Please do not hesitate to contact us if you have any questions or require any additional information. We are here to assist you in every way possible.

3600 - Plumbing Package

| Items | Description | Unit Price |
|------------------------------------|--|------------|
| Drinking Fountain Selection | <ul style="list-style-type: none"> - Simplified push button activation. - Vandal-resistant bubbler and spout. - Durable Rotocast construction with granite finish. <p>The Global Industrial™ Outdoor Drinking Fountain with Bottle Filler in rotocast granite finish is a fantastic addition for a variety of outdoor grounds. This versatile unit can be stationed in recreational areas, school campuses, office complexes, golf courses, and more. The complete setup features two unique areas for hydration: one drinking fountain with a vandal-resistant bubbler and one bottle filling station that helps reduce the use of plastic bottles. Plus, no electrical power is required, keeping maintenance to a minimum. Anchor kit is included.</p> <ul style="list-style-type: none"> - Rotocast granite is strong and durable yet lighter to handle than traditional stone units. - Attractive granite finish blends well outdoors. - Anti-theft screws secure components together. - Quick refilling with laminar flow spout provides minimal splash. - Fountain is rated for inlet water pressure of 20-105 PSI. - ADA compliant. | \$2,875.00 |

3600 - Plumbing Package Total: \$2,875.00

3600.1 Plumbing Fixture Allowance (\$)

3600.1 Plumbing Fixture Allowance (\$) Total: \$0.00

1300 - Demo

| Items | Description | Unit Price |
|---|--|------------|
| Site Clearing and Debris Removal | Clear and removal of all required materials and vegetation to establish worksite and proper required conditions. | \$3,750.00 |

1300 - Demo Total: \$3,750.00

2100 - Shell Package

| Items | Description | Unit Price |
|--------------------------------------|--|-------------|
| Slab, Sidewalk, and Receptacle Pad | All labor and materials to install slab, sidewalk, and receptacle areas. | \$10,000.00 |
| Grading to Meet Elevations Allowance | Allowance to grade site as required to meet elevations as noted in the plans | \$10,000.00 |
| Gazebo Installation | All labor and materials required to assemble and install the specified gazebo. | \$23,750.00 |

2100 - Shell Package Total: **\$43,750.00**

3600 - Plumbing Package

| Items | Description | Unit Price |
|------------------|--|------------|
| Plumbing Package | All labor and materials to install new drinking/bottle filling station | \$2,500.00 |

3600 - Plumbing Package Total: **\$2,500.00**

6100 - Landscaping Allowance (\$)

| Items | Description | Unit Price |
|-------|-------------|------------|
| | | |

| Items | Description | Unit Price |
|---------------------------|---|-------------|
| Gazebo Selection | <p>14 x 22 Standard Wood Pavilion Kit Pine Wood 1 No Floor Send ABU66 Post Mounting Brackets & Concrete Lags #1 Kiln Dried Pressure Treated Pine Wood 6- 6x6 Straight Decorative Wrapped Square Posts,Dbl 2x8 Headers,Standard Support Corner Braces AB Martin Metal Roof (Color TBD) over Dbl 2x6 P.T.Pine Rafters w/ a Natural Pine1x6 Tongue & Groove Roof Underlay and 1x3 Roof Lath w/ Pagoda</p> <p>Metal Pre Cut Sent Along to be attached at time of assembly Custom Pavilion Pagoda Roof CWF Natural Pine Clear Wood Sealer Stamped & Sealed Engineered Drawings For Florida w/ Hurricane Hardware and Foundation Plan</p> <p>Please allow approx 3 weeks for plans to be drafted and emailed out. Fabrication Does Not Start until Plans are Approved</p> | \$31,125.00 |
| Picnic Table Selection | | \$0.00 |
| Trash/Recycling Selection | | \$0.00 |

6100 - Landscaping Allowance (\$ Total: \$31,125.00

9000 - General Conditions

| Items | Description | Unit Price |
|--------------------|-------------|-------------|
| General Conditions | | \$25,000.00 |

9000 - General Conditions Total: \$25,000.00

Total Price: \$109,000.00

- All labor and materials are included in the above price. All materials and subcontractors have a 20% margin included in the price. Excludes permitting, truss strap schedules, plans, surveys, certificates of elevation, expenses to obtain permits, certificates of occupancy, and all other paperwork required by the building department.

- The prices are based on the specifications of the plans provided to CBT Construction and Development Inc. If there are any changes by the owner, county, contractor, or any subcontractor before or during the project, the owner will be notified and charges will be assessed to the owner.
- CBT Construction and Development Inc is not liable for any changes outside the engineered plans insisted on by the owner. Any requests for additional insurance, insurance with clauses, and any other request for insurance not currently carried by CBT Construction and Development Inc will be issued at an extra cost.
- Proposals are valid for **90 Days**.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____