

VILLAGE OF TEQUESTA
CONTRACT FOR SIDEWALK REHABILITATION AND CONSTRUCTION

THIS CONTRACT FOR SIDEWALK REHABILITATION AND CONSTRUCTION, hereinafter "Agreement", is entered into and effective this 16 day of October 2017, by and between the VILLAGE OF TEQUESTA, a Florida municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469-0273, organized and existing in accordance with the laws of the State of Florida, hereinafter "the Village"; and R AND D PAVING, a Florida company with offices located at 400 Executive Center Drive, Suite 210, West Palm Beach, FL 33401, hereinafter "the Contractor" and collectively with the Village, "the Parties".

WITNESSETH

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, hereby agree as follows:

1. SCOPE OF SERVICES: The Parties hereby agree to enter into this Agreement whereby the Contractor shall provide sidewalk rehabilitation and construction services for various Village sidewalks located throughout the Village, on an as-needed basis, as more particularly described in the Village's Request for Proposals RFP #PW03-17. The Request for Proposals RFP #PW03-17 is attached hereto and is fully incorporated herein as Exhibit A.
2. COMPENSATION: In consideration for the above Scope of Services, pricing shall be pursuant to the prices provided in the Bid Form contained in the Contractor's response to the Village's RFP, which provides various "per square foot unit price figures". The Contractor's response, including pricing as contained on the Contractor's Bid Form, is attached hereto and is fully incorporated herein as Exhibit B.
3. INDEMNIFICATION: The Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of any error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Agreement.
4. PUBLIC ENTITIES CRIMES ACT: As provided in sections 287.132 and 287.133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance

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hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3) (a), *Florida Statutes*.

5. **TERM; TERMINATION:** This Agreement shall remain effective for a term of three (3) years beginning October 16, 2017. Two additional one (1) year extensions may be entered into at the Village's discretion. This Agreement may be terminated by the Village or the Contractor upon *thirty (30) days* written notice to the either the Village or Contractor.
6. **NOTICE:**

Notice required by this Agreement shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

As to THE VILLAGE	As to THE CONTRACTOR
Village of Tequesta 345 Tequesta Drive Tequesta, Florida 33469 <i>Attn: Deputy Director of Public Works</i>	R and D Paving, LLC 400 Executive Center Dr., Ste 210 West Palm Beach, FL 33401 <i>Attn: Nancy Rosso, Owner</i>

7. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agrees that this Agreement is not a contract for employment and that no relationship of employee-employer or principal-agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.
8. **ATTORNEY'S FEES:** In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.
9. **CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Agreement.
10. **AMENDMENTS & ASSIGNMENTS:** No modifications shall be made to this Agreement unless in writing, agreed to by both Parties, and attached hereto as an addendum to this Agreement. The Contractor shall not transfer or assign the services and provision of goods called for in this Agreement without prior written consent of the Village.

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11. INSPECTOR GENERAL: Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.
12. PUBLIC RECORDS: In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be

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provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmcwilliams@tequesta.org, OR AT 345TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date a and year first above written.

WITNESSES:

R AND D PAVING, LLC

meagan-martin
meagan martin

S. Castillo
Sandra Castillo

Nancy Rosso
By: Nancy Rosso, Owner

(Corporate Seal)

VILLAGE OF
TEQUESTA

ATTEST:

By: Abigail Brennan, Mayor

(Seal)

Lori McWilliams, MMC
Village Clerk