

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this ____ day of _____ 2022, by and between **THE VILLAGE OF INDIANTOWN**, a Florida municipal corporation (hereinafter the "VILLAGE") and **REG ARCHITECTS, INC.**, a Florida corporation (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the VILLAGE is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the VILLAGE OF INDIANTOWN; and

WHEREAS, the VILLAGE has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of architecture and engineering in the VILLAGE and in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, VILLAGE has complied with the selection and negotiation process in accordance with the Florida Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended, and CONTRACTOR was selected pursuant to the requirements of the CCNA with respect to RFQ No. 2021-001; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The VILLAGE hereby retains CONTRACTOR to furnish services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by

reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

The Scope of Services hereunder implements Phase I of the Village's approach to developing a New Village Hall complex, to be located on a 5.1 acre site located at 15225 SW Warfield Boulevard, Indiantown, FL 34956. More specifically, the Scope of Services encompasses the preparation of a Pre-Design Report, the contents of which will include the items enumerated in Exhibit "A", as well as a ROM Cost Estimate, Conceptual Architectural Site Plan and Rendering.

In the Development of the Pre-Design Report, the CONTRACTOR shall review VILLAGE's scope of work, budget, schedule and other owner-provided documents provided by the Village Planning staff and reach an understanding with the VILLAGE of the Project requirements based on these items as well as information discovered by CONTRACTORS through their interviews and due diligence. Based on the approved Project requirements, the CONTRACTOR shall develop a planning/programming document (PDR), which shall be set forth in documents and drawings appropriate for the Project. Upon the VILLAGE's approval of the draft PDR, the CONTRACTOR shall finalize the document indicating requirements for planning and bank financing for the Project and shall coordinate its services with any consulting services the VILLAGE provides. The CONTRACTOR shall assist the VILLAGE, if required, in filing documents required for Village and bank approval.

After delivery of the deliverables for Phase I, if VILLAGE elects to proceed to Phase II, an AIA Standard Form of Agreement between Owner and Architect, with agreed customizations and revisions, will be prepared and approved by the Parties and shall govern further work.

- b. CONTRACTOR must provide all labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the VILLAGE, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. Commencement and completion/Term.

- a. CONTRACTOR must commence work under this Agreement immediately upon receipt by CONTRACTOR of the Notice to Proceed, and must complete the work not later than 28 calendar days thereafter.

4. **Payment.**

- a. CONTRACTOR must perform all work required by the Scope of Services, and for that work, CONTRACTOR will be paid the negotiated lump sum amount of \$32,016.98, as specified in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The VILLAGE reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Payment and performance guarantee.** When the VILLAGE finds the work acceptable under this Agreement, the monthly installment will be paid to CONTRACTOR. CONTRACTOR guarantees the successful performance of the work for the service intended. If the VILLAGE deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the VILLAGE may make an equitable deduction from the contract price, or, in the alternative, the VILLAGE may seek damages.

6. **Termination.**

- a. Termination at Will: This Agreement may be terminated by the VILLAGE in whole or in part at any time without cause by the VILLAGE giving written notice to CONTRACTOR not less than 5 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the VILLAGE or CONTRACTOR giving written notice to the other party not less than 2 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. VILLAGE's Project Manager is: Howard Brown, Village Manager.
- c. CONTRACTOR's Project Manager is: Rick Gonzalez, AIA.

8. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To VILLAGE: Indiantown Village Council, Attention: Village Manager, 15516 SW Osceola St., Suite B, Indiantown, Florida 34956;
- b. To CONTRACTOR: REG Architects, Inc., Attention: Rick Gonzalez, AIA, 120 South Olive Avenue, Ste. 210, West Palm Beach, FL 33401.

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the VILLAGE from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the VILLAGE with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The VILLAGE is to be specifically included as an additional insured and loss payee on all

policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the VILLAGE before commencement of any work activities.

- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to VILLAGE, and any other insurance, or self-insurance available to VILLAGE will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

10. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Intentionally Removed.**

- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

- c. **Personal nature of Agreement; Assignment.**

- i. The parties acknowledge that the VILLAGE places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the VILLAGE.

- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the VILLAGE Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

- d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.

- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the VILLAGE. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the VILLAGE. None of the benefits, if any, provided by the VILLAGE to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the VILLAGE to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the VILLAGE and is subject to the VILLAGE's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The VILLAGE will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the VILLAGE harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the VILLAGE, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the VILLAGE against any claim that any product purchased or licensed by the VILLAGE from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the

VILLAGE by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the VILLAGE and not considered to be the VILLAGE's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the VILLAGE to indemnification, the VILLAGE must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the VILLAGE decides to participate in the proceeding or defense, the VILLAGE will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. **Warranties.**

- i. CONSULTANT warrants that its services are to be performed within the limits prescribed by the VILLAGE consistent with the generally accepted standards and practices of the profession in which CONSULTANT is engaged.
- ii. CONSULTANT represents and warrants that it has the personnel and experience necessary to perform the services in a professional and workmanlike manner.
- iii. CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.
- iv. CONSULTANT represents and warrants that it will comply with all applicable laws, rules, regulations, and codes, including federal, state, special district, and local.
- v. CONSULTANT warrants that the data utilized by CONSULTANT (other than as provided by the VILLAGE) is from a source, and collected using methodologies, which are generally recognized in CONSULTANT's industry or profession to be a reliable basis and foundation for CONSULTANT's work product. CONSULTANT shall notify the VILLAGE in writing should it appear, in CONSULTANT's professional judgment, that the data or information provided by the VILLAGE for use in CONSULTANT's work product is incomplete, defective, or unreliable.

- vi. CONSULTANT guarantees to amend, revise, or correct to the satisfaction of the VILLAGE any error appearing in the work, as a result of CONSULTANT's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the VILLAGE shall relieve CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.

- h. **Ownership of Work and Documents.** All work performed by the CONSULTANT pursuant to this Agreement shall be the property of the VILLAGE. The CONSULTANT hereby conveys, transfers and grants to the VILLAGE all rights of reproduction and the copyright to all such documents. CONSULTANT is permitted to use the work as an example for CONSULTANT's work for marketing and proposal purposes.

- i. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the VILLAGE's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the VILLAGE to be sued by third parties in any matter arising out of this Agreement.

- j. **Public records.**
 - i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the VILLAGE to perform the service.
 - 2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the VILLAGE.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If CONTRACTOR transfers all public records to the VILLAGE upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public

records, in a format that is compatible with the information technology systems of the VILLAGE.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the VILLAGE's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by VILLAGE.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the VILLAGE.
 - vi. **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SUSAN A. OWENS, VILLAGE CLERK, AT 772-285-7740, sowens@indiantownfl.gov; MAILING ADDRESS: 15516 SW OSCEOLA ST., SUITE B, INDIANTOWN FL 34956.**
- k. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the VILLAGE's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the VILLAGE, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the

performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the VILLAGE's sovereign immunity.

- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the VILLAGE and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The VILLAGE and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The VILLAGE's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the VILLAGE or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the VILLAGE's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
 - vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
1. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.
11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the VILLAGE staff do not suffice to legally bind the VILLAGE in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized VILLAGE representatives.
 - c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
 - e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the VILLAGE's rights under this Agreement, or of any cause of action the VILLAGE may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Law; Venue.** This Agreement is being executed in Martin County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Martin County, Florida.

12. **Special Provisions.**

- a. None.

[THE FOLLOWING SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

VILLAGE OF INDIANTOWN, a Florida
municipal corporation

JACQUELINE GARY CLARKE
MAYOR

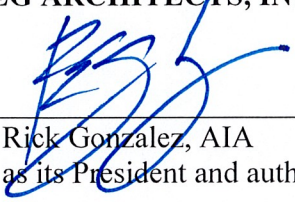
ATTEST:

(Seal)

SUSAN A. OWENS, VILLAGE CLERK

REG ARCHITECTS, INC.

by



Rick Gonzalez, AIA
as its President and authorized agent

2.4.22