

RESOLUTION NO. 20-05-34

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING A PROJECT
AGREEMENT WITH WOOD ENVIRONMENTAL &
INFRASTRUCTURE SOLUTIONS, INC. FOR UPDATING OF THE
VILLAGE CANAL RESTORATION PLAN TO MEET STATE
REQUIREMENTS FOR WATER QUALITY IMPROVEMENTS;
AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS
AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE
VILLAGE MANAGER TO EXPEND BUDGETED FUNDS;
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT
AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Islamorada, Village of Islands (the "Village") is a member of the Florida Keys' Water Quality Protection Program which has a goal to address impaired nearshore water quality conditions and to carry out the Canal Management Master Plan (CMMP) within Monroe County; and

WHEREAS, Governor DeSantis has recently announced the state Department of Economic Opportunity (the "DEO") Canal Restoration Work Program (the "Work Program") for the Florida Keys that will set forth a definitive timeline for canal restoration; and

WHEREAS, the Village and the DEO will have to collaborate on the completion of the milestones set forth in the Work Program; and

WHEREAS, according to the proposed rules adopted by the Florida Cabinet, by October 1, 2020, the Village is responsible for developing and adopting guidelines to select canals for restoration, which is to include: updates to water quality parameters, evaluation of the feasibility of projects, restoration designs, associated funding needs; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary professional engineering services to complete this milestone for the Project; and

WHEREAS, the Village sought the expertise of WOOD Environmental & Infrastructure Solutions ("WOOD") to develop a "Scope of Services", detailed in Exhibit "1" attached hereto, for this project; and

WHEREAS, the Village has a current Continuing Services Agreement ("CSA") with WOOD for professional engineering services, canal restoration projects and environmental permitting and support services; and

WHEREAS, throughout the course of its canal restoration program, the Village has utilized the services of WOOD (formerly "AMEC") for canal restoration services; and

WHEREAS, completion of this project with WOOD would provide the Village with the necessary data and elements to begin implementation of the Work Program; and

WHEREAS, the estimated cost to the Village for this project as outlined in Exhibit "A" is an amount not to exceed Fifty Thousand Two Hundred Dollars (\$50,200.00); and

WHEREAS, the Village's adopted FY 2019-2020 General Fund budget included Twenty-Five Thousand Dollars (\$25,000.00) for canal consultation with Wood; and

WHEREAS, the Village Council has determined that this water quality and canal restoration project is in the best interests 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 herein by reference.

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 4 with WOOD as set forth in Exhibit "A" attached hereto, for updating the Village's selection of canal restoration projects for water quality improvement.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are hereby authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization.

Section 5. Effective date. This Resolution shall take effect immediately upon its adoption.

Motion to adopt By Councilwoman Deb Gillis, second by Councilman Chris Sante.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Mike Forster	YES
Vice Mayor Ken Davis	YES
Councilwoman Deb Gillis	YES
Councilman Jim Mooney	YES
Councilman Chris Sante	YES

PASSED AND ADOPTED ON THIS 7TH DAY OF MAY, 2020.



MIKE FORSTER, MAYOR

ATTEST:

Kelly S. Toth
KELLY TOTH, VILLAGE CLERK

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


ROGET V. BRYAN, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

For

Work Authorization No. 4

**Engineering Services, Canal Restoration Projects and Environmental Permitting and
Support Services**

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering and related to services to the VILLAGE for the Project as described in the "Scope of Services" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement ("CSA") between the VILLAGE and CONSULTANT, dated September 14, 2018 and first amendment to this Agreement dated March 14, 2019 and second amendment to this Agreement dated February 26, 2020 prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Water quality sampling;*
- *Desktop selection of canals for each technology;*
- *Check list development;*
- *Field visit to complete check list;*
- *Ranked list of canals;*
- *Final report*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the PROJECT in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the PROJECT.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, April 30, 2021, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Schedule," a copy of which is included in this Agreement within Exhibit "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Fifty Thousand Two Hundred Dollars (\$50,200.00) as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation

in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "1", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.3 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.4 Retainage. The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed, as applicable. Said retainage may be withheld at the sole discretion of the VILLAGE and as security for the successful and timely completion of the CONSULTANT'S duties and responsibilities under this Project Agreement.

5.5 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply

with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Greg Corning, PE	Senior Engineer/Project Manager
Ricardo Fraxedas, PE	Office Manager
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and CONSULTANT, dated September 14, 2018 and first amendment dated March 14, 2019 and second amendment dated February 26, 2020, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those 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.

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 CONSULTANT, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Maria J. Bassett
for Seth Lawless, Village Manager
Manu T Bassett, Deputy Village Manager
The 11th day of May, 2020.

AUTHENTICATION:

Kelly S. Toth
Kelly Toth, Village Clerk

(SEAL)

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



Roget V. Bryan, Village Attorney

CONSULTANT

WOOD ENVIRONMENT & INFRASTRUCTURE
SOLUTIONS, INC.

By: 

Print Name: Ricardo Fraxedas

Title: Office Manager

The 13 day of May, 2020

AUTHENTICATE:

Secretary

Print Name



WITNESSES

Print Name: ASTHOK AITHARAJU

Magesh Kanakar

Print Name: MAGESH Kanakar

Exhibit "1"

Professional Services Statement of Work

Subject: **Proposal for an update to the January 21, 2014 report “Village of Islamorada Selection of Canal Demonstration Canals for Water Quality Improvement”**

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide this proposal for professional services related to the update of the January 21, 2014 report “Village of Islamorada Selection of Canal Demonstration Canals for Water Quality Improvement”. This proposal is based upon discussions with Village staff in meeting the deliverables outlined in the Draft Canal Work Program Chapter 28-19 Land Planning Regulations for The Florida Keys Area of Critical State Concern, Islamorada, Village of Islands.

BACKGROUND AND NEED SECTION

In April 2019 Governor DeSantis announced the state Department of Economic Opportunity (DEO) will launch a Canal Restoration Work Program for the Florida Keys that will set forth a definitive timeline for canal restoration with essential milestones for the completion of the project.

The DEO assists the Governor in advancing Florida's economy by championing the state's economic development vision and by administering state and federal programs and initiatives to help visitors, citizens, businesses, and communities. DEO's goals and objectives which are aligned with the core principles of the Village of Islamorada's Canal Restoration Program include but are not limited to: providing loans, grants and other financial support for small businesses and targeted industries in both rural and metro communities; ensure accountability, efficiency and quality of DEO programs, services and partnerships to safeguard taxpayer dollars; expanding collaboration with federal, state, regional and local organizations to ensure successful implementation of statewide economic development goals; and provide prioritized technical assistance, services and financial resources to ensure the success of Floridians and their communities. Due to the importance of improving water quality in the Florida Keys and the extent of the documented issues with poor water quality in Florida Keys residential canals, Village of Islamorada and the DEO are willing partners that are seeking an avenue to collaborate on the future of the Canal Restoration Program.

Monroe County as well as, the Village of Islamorada and the City of Marathon, beginning in 2014, have implemented a series of technology driven demonstration projects focused on the restoration of water quality in residential canals.

This update to the canal selection report will provide the Village with the elements required to implement the DEO required canal work restoration program. The current draft of Chapter 28-19 specifies that by July 1, 2020, Islamorada shall develop and adopt guidelines to select canals for restoration, including a process to evaluate the feasibility of the project, the proposed restoration design (evaluate long-term cost-effective solutions) and associated funding needs. This update will address each of those items along with updated water quality summaries for canals based on current water quality data and lessons learned through the completion of the canal restoration demonstration program. Details of the project scope, fees and schedule are presented below.

The following services are in accordance with the Continuing Services Agreement dated September 2018 and amended March 2019 for Professional Engineering Services, Canal Restoration Projects and Environmental Permitting and Support Services.

SCOPE OF SERVICES

The Village's 2014 Canal Selection report will be updated to reflect a current understanding of the Village's canals with a focus on the effectiveness and lessons learned from completed demonstration projects.

During the completion of Phase I & Phase II Canal Management Master Plan (CMMP), Dissolved Oxygen (DO) readings were collected from canals whose residents permitted access through their property to the adjacent water body.

In 2013, FDEP water quality criteria for DO was modified from the 4 mg/L (at any location at any time) threshold to percent saturation (based on 24-hr measurements at a specified location) as follows:

1. The percent DO saturation measured over a 24-hour period (with a sample frequency of at least once per hour) shall not be below 42 percent saturation in more than 10 percent of the values (i.e. at least 90 percent of the 24 DO saturation measurements have to be above 42 percent);
2. The weekly average DO percent saturation shall not be below 51 percent; and
3. The monthly average DO percent saturation shall not be below 56 percent.

Both the weekly and monthly average DO percent saturation values are calculated using either 3 full days of diel measurements or ten evenly distributed grab samples collected throughout the averaging period. Additionally, the Technical Support Document for the revised DO criteria indicates that the measurement should be collected in the upper half of the water column or upper six feet of the water column, whichever is less.

The Phase IIIA CMMP canal assessments measured DO at various depth intervals throughout the canal's water column with the use of a calibrated YSI. The measurements were obtained in a representative sample location within the canal based on access and configuration. The water quality data that was collected in 2017 for the 302 Fair and Poor canals was compiled with water quality data that was collected at 138 canals in 2013, water quality data that was collected by FIU as part of the demonstration program monitoring, as well as water quality data that was collected by Florida Department of Environmental Protection (FDEP). The total number of DO samples for each canal was tallied, and a canal was ranked poor if at least two daily average DO samples were below the FDEP criteria of 42 percent, and more than 30 percent of the total number of DO samples were below 42 percent. A canal was considered fair if at least 50 percent of the total number of DO samples were below 70 percent. A canal was considered good if at least 50 percent of the total number of DO samples were above 70 percent, or at least 10 samples were collected, and the canal satisfies the criterion set forth in 62-303.320(1). All rankings were qualified as a limited data ranking if only one sample had been collected, and canals without any samples were classified as No Data. Wood will gather a one-time water sample (DO) for the 62 Village of Islamorada canals to fill all data gaps within the database that was developed as part of the Phase IIIA CMMP.

Wood will complete an engineering evaluation and ranking for the revised Poor and Fair based on the updated DO measurements canals using the following restoration technologies:

- Removal of accumulated organics from within canals,
- Weed gates, air curtains or other physical barriers to minimize additional organic accumulation in the canals,
- Culvert connections to facilitate flushing,
- Backfilling to prevent occurrence of deep stagnant zones,
- Capping, which is used to encase organic sediments, and

- Injection wells are used to pump low dissolved oxygen water into a well allowing good water to take its place.

Based on the preliminary technology, Wood will complete the rankings using the following criteria:

- Ease of Permitting
- Ease of Implementation
- Cost
- Homeowner participation

Wood will perform a site visit in order to obtain information necessary to complete a site selection criterion check list and ranking sheet for each of the Poor and Fair canals. The site visits will confirm site conditions, determine critical design conditions for canals, investigate general site operations, and attempt to ascertain homeowner potential participation in restoration activities.

Wood will provide to the Village for review, a project planning ranking list. A ranking sheet, permit criteria, access potential, and preliminary construction cost evaluations for the Poor and Fair Water Quality canals will be provided. Wood will attend up to 2 meetings to present and discuss the rankings with the Village.

The report will be updated and include the following:

- A brief review of the field observation procedures conducted
- A description of the canal conditions encountered during the site visits along with site photos for each of the Poor and Fair canals (a legend with descriptive conditions will be noted)
- A review of the surface features and site conditions that could affect the function of the canals
- Description of selection and ranking process

SCHEDULE

We will begin work on this project after receiving written contract authorization and background data required for us to perform the work. We have prepared a Preliminary Schedule outlining the major tasks of the proposed work.

The anticipated time frame for project execution is 6 months with each task to be completed within the number of months indicated below from written Notice-to-Proceed (NTP):

<u>Activity</u>	<u>Months</u>
Water quality sampling	2 Months
Desk Top Selection of Canals for each Technology	3 Months
Check List Development	3 Months
Field Visits to Complete Check List	5 Months
Ranked list	5 Months
Final Report	6 Months

PROPOSED FEE – INTEGRATED SERVICES

Fees for the services described above will be charged on a Lump Sum basis. The proposed fee includes the labor and expenses which can reasonably be anticipated to complete the scope of services as proposed and includes travel costs and expendable supplies. The total proposed fee is \$50,191.30.

CLOSING

We appreciate this opportunity to offer our professional services to you and the Village on this project. We look forward to working with you and are committed to providing the services you require for successful completion of this important project within the time frame required. If you have any questions or comments regarding this proposal, please let us know.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.

Mark Tomczyk, PE
Office Manager

Greg Corning, PE
Senior Engineer / Project Manager