

**RESOLUTION NO. 21-07-58**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH CSA CENTRAL INC. FOR THE DEVELOPMENT OF A CONCEPTUAL SITE PLAN FOR PLANTATION TROPICAL PRESERVE; 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**, Islamorada, Village of Islands (the "Village") has purchased 146 Sunshine Boulevard to extend the Plantation Tropical Preserve and promote the Village's commitment to create conservation areas and parks and recreation facilities; and

**WHEREAS**, the Village is in need of an independent contractor to provide the necessary architectural and engineering services required to develop and design a site plan for this property; and

**WHEREAS**, the Village sought the expertise of CSA Central Inc. ("CSA") to develop a "Scope of Services" for this project, as detailed in Exhibit "1" attached hereto; and

**WHEREAS**, the Village has a current Continuing Services Agreement with CSA for professional architectural and engineering services; and

**WHEREAS**, CSA is willing to perform these services as outlined in the Scope of Services within Exhibit "1" in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500); and

**WHEREAS**, the Village Council of Islamorada, Village of Islands (the "Village Council") has determined that approval of the agreement with CSA is in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Work Authorization.** The Village Council hereby approves Work Authorization No. 1 with CSA for architectural rendering services for Plantation Tropical Preserve developments, as set forth in Exhibit "A" attached hereto.

**Section 3. Authorization of Village Officials.** The Acting Village Manager and/or her designee and the Village Attorney are 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 the 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 adoption.

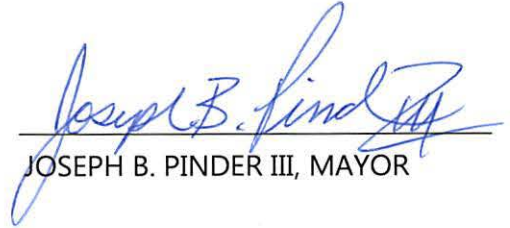
Motion to adopt by Vice Mayor Pete Bacheler, second by Councilman Mark Gregg.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Joseph B. Pinder III	YES
Vice Mayor Pete Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

**PASSED AND ADOPTED THIS 1<sup>st</sup> DAY OF JULY, 2021.**

  
JOSEPH B. PINDER III, MAYOR

ATTEST:

  
KELLY TOTH, VILLAGE CLERK

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

  
ROGET V. BRYAN, VILLAGE ATTORNEY

**PROJECT AGREEMENT**

**Between**

**ISLAMORADA, VILLAGE OF ISLANDS**

**And**

**CSA CENTRAL, INC.**

**For**

**Work Authorization No. 1**

**Architectural Rendering and Engineering Services**

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and CSA CENTRAL, 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 architectural and engineering services to the VILLAGE for the Project as described in the "Project Description" 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 between the VILLAGE and CONSULTANT, dated August 27, 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:

- *Digital Virtual Model of area to be developed with proposed structures*
- *Two (2) views of the virtual model in Three Dimensions, and two (2) views in Site Plan form*
- *One meeting to present and discuss the project*

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, **July 1, 2022**, 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 "Project Schedule," a copy of which is attached and incorporated into this Agreement as 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 Four Thousand Five Hundred Dollars (**\$4,500.00**) 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.

5.1.2 Disputed Invoices. In the event 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.

5.2 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.

5.3 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.

5.4 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:

<b><u>NAME</u></b>	<b><u>FUNCTION</u></b>
<u>Felix Fuentes, P.E.</u>	<u>CEI Director, Project Manager</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 August 27, 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 President, duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:   
Gregory J. Oravec, Village Manager


The 6 day of July, 2021

AUTHENTICATION:

  
Kelly Toth, Village Clerk




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

  
Roget V. Bryan, Village Attorney

**CONSULTANT**

CSA CENTRAL, INC.

By:   
Print Name: Roberto León  
Title: Sr. VP

The 9 day of July, 2021.

AUTHENTICATE:

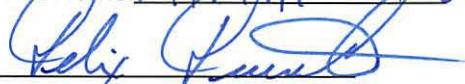
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

WITNESSES:

  
Print Name: Mirtha Escamilla

  
Print Name: Felipe Fuentes



**CSAGROUP**  
EST • 1956

## Exhibit 1

May 24, 2021

Mr. Peter Frezza  
Environmental Resources Manager  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036  
Email: [peter.frezza@islamorada.fl.us](mailto:peter.frezza@islamorada.fl.us)

### **RE: ARCHITECTURAL RENDERING SERVICES FOR PLANTATION TROPICAL PRESERVE DEVELOPMENTS (ISLAMORADA)**

Dear Mr. Frezza:

CSA Central, Inc. (CSA or CSA Group) is pleased to present this professional services proposal to the Village of Islands (the Client) for providing Architectural Rendering Services to convey the Design Intent for a future development project at Plantation Tropical Preserve (Islamorada). Property is located at 146 Sunshine Blvd., Tavernier FL 33070.

This proposal is submitted based on the most recent information provided by the Village Project Manager.

#### **PROJECT UNDERSTANDING**

The Village is in need of Architectural Rendering Services to visualize possible Future Development Solution(s) for the above-referenced address. CSA Central will provide a General, Rendered Site Plan, and a Site Plan focused on the Entrance Pavilion and Parking area. CSA will also provide Three Dimensional Rendered views of the Entrance Pavilion and parking area to explain how we plan to revitalize the look and accessibility of the property in question. CSA will 'build' a virtual digital model, in sketch form, to present the ideas in a meeting scheduled to discuss the possible solutions. All applicable codes, and methods of construction and budget in the proposed solutions will be considered. Specific structure details and Opinions of Probable Construction Cost (OPCC) would be provided at a subsequent phase, under separate agreement.

#### **SCOPE OF WORK AND SCHEDULE**

Our Architectural Rendering Services involve:

- Digital Virtual Model of area to be developed with proposed structures.
- Two (2) views of the virtual model in Three Dimensions, and two (2) views in Site Plan form.
- One meeting to present and discuss possible proposed solutions.

This proposal does not include architectural, mechanical, electrical, plumbing nor structural design. If needed, this would be negotiated under a separate agreement.

The following is included as part of the Scope of Work and total estimated fees:

- One Kick-Off Meeting
  - These would include one (1) Architect and/or Engineer from CSA.
  - It is assumed that meeting would last between one (1) to two (2) hours, within the boundaries of the Village of Islands.
- One (1) project site visit.
- Additional meetings would be subject to the appropriate hourly rates presented in Rate Table A: CSA Professional Billing Rates

CSA proposes to complete the Scope of Work within four (4) weeks of receiving the Notice to Proceed.

#### **PROFESSIONAL COMPENSATION**

CSA proposes to provide the above-described services for a lump sum fee of **Four Thousand Five Hundred Dollars (\$4,500)** in accordance with a professional services agreement with The Village of Islands.

This proposal is valid for 30 days. If the services to be provided by CSA do not start within that timeframe or are stopped within that period due to reasons not attributed to CSA, CSA may decide to renegotiate the terms and conditions of this proposal, to reflect any changes in the scope of work, project schedule or fees. Any changes to this proposal will not be considered as agreed, except when approved by both parties.

All payments, purchase orders and/or authorizations shall be issued to:

**CSA Central, Inc.**  
**8200 NW 41 Street**  
**Suite 318**  
**Doral, FL 33166**

Following is our hourly rate-billing table. These rates will apply in the event extra work or additional services not included in scope are required.

#### **ASSUMPTIONS**

- This proposal is based on the information available at this time. If the Client is aware of any specialized knowledge or experience that is material to environmental conditions in connection with the facility(s) or the site(s), it is the Client's responsibility to bring it to the attention of the CSA team before the initial reconnaissance inspection of the site is performed.
- Any change and/or technical support, other than those presented in this proposal, may result in an increase of the cost included herein. Any work, studies (e.g., land surveying, underground utilities survey, geotechnical investigations, etc.) and/or expenses that are not described in this proposal would not be performed without an agreement between the Client and CSA.
- Any changes to the scope or schedules may result in additional costs to the Client. If this situation arises, the Client will be contacted, and a change order will be detailed and executed as soon as possible and prior to continuing with additional efforts.



- CSA cannot be held responsible for any delays by, or on behalf of, the Client in the delivery of comments, approvals, and order to proceed, data or information necessary for any of the proposed tasks.
- Permits fees schedule, notary fees, certifications, or any fee, stamps, etc., required by government agencies as part of the permitting process are not included in the cost estimate presented in this proposal. Agencies permitting fees are not included and these will be invoiced as a separate pass-through cost to the Client.

We would like to thank you again for the opportunity to present this professional services proposal, and trust it is responsive to your needs. Please do not hesitate to contact us at 305-461-5484 or via email at [ffuentes@csagroup.com](mailto:ffuentes@csagroup.com) should you have any questions or need additional information on this proposal.

Respectfully,

Felix Fuentes, PE

**ACCEPTANCE**

A signed copy of this proposal constitutes an acceptance of the professional services described herein. CSA will interpret this acceptance as conformance of the Client with the Scope of Work, Compensation and Terms and Conditions presented in this proposal. CSA will mobilize towards the execution of the present scope of work once a written Notice-To-Proceed (NTP) is received from the Client.

**Rate Table A: CSA Professional Billing Rates**

<b>Billing Rate Code</b>	<b>Classification Titles</b>	<b>Billing Rate per Hour</b>
A02/A01	Clerk	\$45.00
A04/A03	Technical Typist, Project Support	\$78.00
F02/F01	Field Technician	\$45.00
F04/F03	Sr. Field Technician	\$90.00
C02/C01	Project Controls	\$66.00
C04/C03	Sr. Project Controls	\$120.00
D02/D01	CAD Operator	\$47.00
D04/D03	Sr. CAD Operator	\$78.00
D05	Design Advisor	\$108.00
T01	Assistant Engineer/Architect/Scientist	\$48.00
T03/T02	Engineering/Architecture/Scientist/Construction Staff	\$78.00
T05/T04	Engineer/Architect/Scientist, Project/Construction Administrator	\$114.00
T06	Sr. Engineer/Architect/Scientist, Project Manager	\$144.00
T07	Sr. Project Professional, Lead Engineer/Architect/Scientist, Sr. CM	\$168.00
T08	Sr. Advisor	\$180.00
T09	Principal	\$195.00