

RESOLUTION NO. 21-06-51

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK
AUTHORIZATION NO. 1 WITH WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS INC. FOR PROFESSIONAL
SERVICES RELATED TO PLANTATION YACHT HARBOR BOAT
BASIN DREDGING ACTIVITIES; 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 determined that there is a need to engage in dredging activities to restore conditions within the Plantation Yacht Harbor Boat Basin that have been impacted by sediment accumulation; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary engineering services required to initiate and conduct dredging activities; and

WHEREAS, the Village sought the expertise of Wood Environment & Infrastructure Solutions Inc. ("Wood") 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 ("CSA") with Wood for professional architectural and engineering services; and

WHEREAS, Wood is willing to perform these services as outlined in the Scope of Services within Exhibit "1" in an amount not to exceed Twenty-two Thousand One Hundred Seventy-one Dollars (\$22,171); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") has determined that approval of the agreement with Wood 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 Wood for completion of design and permitting for maintenance dredging of the Plantation Yacht Harbor Boat Basin, 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.

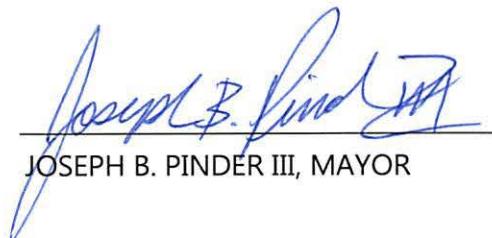
Motion to adopt by Councilman David Webb, seconded by Councilman Mark Gregg.

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 9th DAY OF JUNE, 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

Exhibit "A"

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

For

Work Authorization No. 1

Engineering, 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 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 14, 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:

- *Ecological Assessments*
- *Surveying to include bathymetric and topographic maps*
- *Sediment sampling analytical results*
- *Construction design plans*
- *Permit applications to include response to requests for additional information*

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, **September 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 Twenty-two Thousand One Hundred Seventy-one Dollars **(\$22,171.00)** 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:

<u>NAME</u>	<u>FUNCTION</u>
Greg Corning, P.E.	Sr. Project Manager
Ricardo Fraxedas, P.E.	Management

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 14, 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: Maria J Bassett
Maria Bassett, Acting Village Manager/Finance Director

The 10th day of June, 2021.

AUTHENTICATION:

Kelly J 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: Ricardo Fraxedas

Print Name: Ricardo Fraxedas

Title: ENVIRONMENTAL MANAGER

The 16 day of JUNE, 2021

AUTHENTICATE:

Secretary



Print Name



WITNESSES:

Maggie Proenza-Kanakis
Print Name: Maggie Proenza-Kanakis

M. S. S.

Print Name: Melissa Santesteban



Exhibit 1

Wood Environment & Infrastructure Solutions, Inc.

5015 S. Florida Avenue

Suite 301

Lakeland, FL 33813

USA

T: 863-667-2345

www.woodplc.com

April 29, 2021

Mr. Peter Frezza
Environmental Resources Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Via email: peter.frezza@islamorada.fl.us

RE: Proposal for Professional Engineering Services
Design and permitting for maintenance dredging for Founders Park boat ramp and docks
Wood Project No.: 600737.6

Dear Mr. Frezza:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide this proposal for professional engineering services to the Village of Islamorada (Village) for design, permitting, and maintenance dredging for Founders Park boat ramp and docks impacted by Hurricane Irma in Village of Islamorada

BACKGROUND AND NEED SECTION

The Village of Islamorada experienced sediment impacts from Hurricane Irma within the boat ramp and dock areas within Founders Park.

The boat ramp also has experienced a prop wash accumulation from the power loading activities experienced with vessels loading and unloading from trailers.

The activities below outline the services needed to obtain permits for maintenance dredging at the boat ramp and docks within Founders Park.

SCOPE OF SERVICES

Task 1: Data Collection

Ecological

Wood will conduct a determination of the boundaries of jurisdictional waters of the U.S., including wetlands, on the subject site as required for permitting. Wetlands will be defined using the Routine on - Site Determination method as described in the 1987 United States Army Corps of Engineers (USACE) *Corps of Engineers Wetlands Delineation Manual* or the *Delineation of the Landward Extent of Wetlands and Surface Waters* [Florida Department of Environmental Protection (FDEP), Chapter 62.340, F.A.C]. Wood will conduct the field visit to characterize the delineated wetlands. Delineation includes on-site determination, marking in the field with a handheld GPS unit (sub-meter accuracy). If any wetlands are identified, then a Uniform Mitigation Assessment Method (UMAM) form will be completed. In conjunction with the wetland delineation, a threatened and endangered species survey as required in an Environmental Resource Permit (ERP) for the proposed action. Wood will conduct an in-water survey of the benthos to determine the presence of sensitive aquatic resources (i.e., seagrasses, corals, or sponges) within the immediate area of the project.

Wood will prepare an ecological write-up to be included in the permit applications.

Survey

Wood will conduct a bathymetric survey for the affected areas within the project boundary. The bathymetric surveys will be carried out utilizing a survey-grade GPS unit operating in Real-Time Kinematic (RTK) mode mounted atop an adjustable height rod. This apparatus will be used in a boat to traverse the area as best as possible to establish a grid of bottom elevations sufficient to develop a digital elevation model. The topographic data will be acquired using traditional survey methodologies for the road, existing utilities, private property, and any other significant structure within the project boundary. Jurisdictional wetland lines and associated water elevations will be determined as required for permitting. Topographic and bathymetric maps will be prepared for the design and permitting of the project. The survey and subsequent work will be relative to the North American Datum of 1983/2007 Adjustment (NAD83/07) and the North American Vertical Datum of 1988 (NAVD88) based on nearby National Geodetic Survey (NOS) and/or Florida Department of Transportation (FDOT) horizontal and vertical geodetic control monuments. Surveying and mapping services associated with this assignment will conform with the applicable requirements of the Department's Bureau of Survey and Mapping, and applicable sections of Florida Administrative Rule Chapter 5J-17, Standards of Practice, pursuant to Chapter 472, Florida Statutes.

Sediment Sampling and Analysis

Wood will collect three sediment samples within the proposed maintenance dredging area and send them to our laboratory for grain size analysis in accordance with Florida Department of Environmental Protection (FDEP) permit requirements. If the grain size analysis indicates less than 10% fine sediment defined as fitting through a unit 200 sieve, then no further analysis is required. If greater than 10% fine sediment, chemical analysis on each sample will be required to determine appropriate disposal locations. Wood will provide a change order for the chemical analysis if determined applicable based on the physical testing results.

Task 2: Design

Wood will prepare preliminary design plans and technical specifications for the project. The preliminary design plans will consist of an existing site plan, proposed site plan, proposed grading plans, erosion and sediment control plans, and construction details.

Wood will coordinate and hold pre-application permitting meetings with FDEP and USACE using the preliminary design plans. Wood will prepare meeting minutes and provide them to the Village.

Wood will update the plans and specifications in response to regulatory agency comments. Wood will prepare final design plans, technical specifications, and engineer's construction cost estimate for the project. The final design plans will include an existing site plan, proposed site plan, proposed grading plans, erosion and sediment control plans, cut/fill analysis, and construction details. Signed and sealed electronic PDFs will be provided to the Village.

Task 3: Permitting

Wood will incorporate comments received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans. Permit applications will be submitted to the following agencies:

- FDEP;
- USACE; and
- Village of Islamorada.

Wood will respond to Requests for Additional Information for each permit application. If impacts to wetlands or benthic resources are identified, Wood will coordinate appropriate mitigation either onsite or through the purchase of mitigation credits.

Mitigation and permit fees are not included in the proposal.

SCHEDULE

The anticipated time frame for project execution is two months to be completed from written Notice-to-Proceed (NTP).

PROPOSED FEE

The terms and conditions of the Non-Exclusive Continuing Services Agreement for Professional Services for Various Engineering and Islamorada Canal Restoration Projects between Islamorada, Village of Islands, and Wood Environment & Infrastructure Solutions, Inc. (Wood), dated September 14, 2018, are incorporated by reference.

Fees for the services described above will be charged according to Wood's standard rate schedule and on a Lump Sum of **\$22,170.80**. 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.

COVID-19

Notwithstanding anything mentioned in this proposal, the attached documents or any terms or conditions applicable to Wood's work, if Wood's work is delayed, disrupted, suspended, or otherwise impacted as a direct or

indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Wood's or Subcontractors' workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Wood's or Subcontractors' restrictions and/or directives; and/or (5) fulfillment of Wood's or Subcontractors' contractual or legal health and safety obligations associated with COVID-19; then, Wood shall be entitled to a reasonable adjustment to the schedule and duration to account for such delays, disruptions, suspensions, and impacts.

To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of these services, Wood may be entitled to a mutually agreed-upon equitable adjustment to the price for such increases, provided Wood presents documentation of such increases (including the original prices).

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 the 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.



Greg Corning, P.E.
Florida Civil Design Team Lead



Christine Mehle, P.E.
Florida Service Line Manager

GC/CM/tjm