

RESOLUTION NO. 22-09-96

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 9 WITH WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS INC. FOR WATER QUALITY MONITORING AND CONSTRUCTION ADMINISTRATION AND INSPECTION OF THE CANAL 114 RESTORATION PROJECT; 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 WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of ongoing efforts to improve water quality within its canals and nearshore waters, Islamorada, Village of Islands (the "Village") is planning a canal restoration project within Canal 114, Tropical Atlantic Shores (the "Project"); and

WHEREAS, the technology being utilized for this restoration project is a gravity flow injection well; the first of its kind for the canal restoration program; and

WHEREAS, to evaluate the effectiveness of this canal restoration technology, a detailed monitoring of canal dissolved oxygen levels pre and post construction of the injection well must be undertaken; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary services to complete this project; 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 under Task 1 in Exhibit "1" attached hereto;; and

WHEREAS, pursuant to RFQ# 20-03, the Village entered into a current Continuing Services Agreement ("CSA") with Wood for professional engineering and architectural support services; and

WHEREAS, Wood is willing to perform the Services as outlined in the Scope of Services, attached as Exhibit "1," in an amount not to exceed Sixty-six Thousand One Hundred Six Dollars and Sixty Cents (\$66,106.60); and

WHEREAS, Village staff has identified the General Fund, Village Manager department as an appropriate funding source for this project; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 9 with Wood for the Services 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. 8 with Wood, attached as Exhibit "A," for completion of the Project.

Section 3. Authorization of Village Officials. The Village Manager and/or 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 Mayor Pete Bacheler.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Pete Bacheler	<u>Yes</u>
Vice Mayor Henry Rosenthal	<u>Absent</u>
Councilman Mark Gregg	<u>Yes</u>
Councilman Joseph B. Pinder III	<u>Yes</u>
Councilman David Webb	<u>Yes</u>

PASSED AND ADOPTED THIS 15 DAY OF SEPTEMBER, 2022.



PETE BACHELER, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

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



JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

For

Work Authorization No. 9

Engineering, Environmental, 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" to complete Canal #114 Gravity Flow Injection Well Pre and Post Construction Water Quality Monitoring, Construction Administration, and Oversight.

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:

- *Detailed sampling protocol;*
- *Water quality measurements in spreadsheet format;*
- *Compilation and analysis of data;*
- *Technical memorandum presenting the monitoring results and a determination of the effectiveness of the well at improving water quality.*

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, **December 31, 2023**, 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 Sixty-six Thousand One Hundred Six Dollars and Sixty Cents **(\$66,106.60)** 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>
<u>Greg Corning, P.E.</u>	<u>Sr. Project Manager</u>
<u>Rick Fraxedas, P.E.</u>	<u>Principal Engineer</u>
<u>Josh Ptomey, Beau Daigneault</u>	<u>Field Coordination</u>
<u>Dustin Atwater</u>	<u>GIS Professional</u>
<u>Soraya Gomez, Maggie Kanakis</u>	<u>Administration</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 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: 
Ted Yates, Village Manager

The 19 day of September, 2022

AUTHENTICATION:


Marne McGrath, Village Clerk

(SEAL)

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


John J. Quick, Interim Village Attorney

CONSULTANT

WOOD ENVIRONMENT & INFRASTRUCTURE
SOLUTIONS, INC.

By: Mark C. Diblin

Print Name: Mark C. Diblin

Title: Vice President

The 21 day of September, 2022.

AUTHENTICATE:



Secretary

Print Name

Type text here

(CORPORATE SEAL)



WITNESSES:

Greg Corning

Print Name: Greg Corning

Maggie Proenza-Kanakis

Print Name: Maggie Proenza-Kanakis



Exhibit "1"

Wood Environment & Infrastructure Solutions, Inc.
5015 S. Florida Avenue, Suite 301
Lakeland, FL 33813
T: 863-667-2345
www.woodplc.com

August 1, 2022

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
Canal #114 Gravity Flow Injection Well Pre and Post Construction Water Quality Monitoring,
Construction Administration, and Oversight
Wood Project No.: 600737Con

Dear Mr. Frezza:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this proposal to Islamorada, Village of Islands (Village) for pre and post-construction monitoring along with construction administration and inspections in Canal #114 Plantation Key. The proposed scope of work includes water quality monitoring and construction oversight for the installation of a gravity flow injection well, with the design and permitting of the design and permitting of the gravity flow injection well previously contracted under a separate scope of services.

The following sections describe the project background, the proposed scope of services, the baseline schedule for our deliverables, and proposed fees.

BACKGROUND:

Due to the stagnant water flow within the canal system that induces degraded dissolved oxygen, Wood is recommending a gravity flow injection well. The injection well will increase flushing by allowing the incoming tide to move through the canal and infiltrate into the subsurface through gravity flow.

Since this technology is a pilot project, it is recommended to evaluate the pre and post-water quality monitoring to determine the effectiveness at improving the dissolved oxygen concentrations within the canal system. The results will provide the Village with guidance on whether additional wells are needed within Canal #114 and potential implementation at other poor water quality canals throughout the Village.

SCOPE OF SERVICES:

Task 1: Data Collection and Assessment

This task consists of field data collection to determine the effectiveness of the Canal #114 gravity injection well project at improving water quality. Water quality measurements will be collected from Canal #113 (Control) and Canal #114 using a YSI Pro Plus multimeter. The water quality measurements will consist of DO, temperature, pH, and conductivity. Water quality readings will be collected as a single grab sample. The Global Positioning System (GPS) location (i.e., latitude and longitude) of each sample location will be recorded, along with the date and time of sample collection.

The grab samples for Canal #114 will be collected at the following locations:

- 5 feet in front of intake;
- 100 feet from intake;
- 500 feet from intake (near throat); and
- At the mouth of the canal (1200 feet).

The grab samples for Canal 113 (Control) will be collected at the following locations:

- 300 feet from the back; and
- 600 feet from the back.

The DO measurements for each canal will consist of the average of three readings, one collected 1 foot below the water surface, one collected at mid-depth, and one collected 2 feet above the canal bottom. The DO measurements will be recorded as percent saturation and DO concentration in mg/L. The average DO reading will be corrected for time of day to estimate the daily average DO concentration using the regression equation that was developed by Wood for the 2017 Canal Management Master Plan sampling effort.

The water quality samples will be taken 3 hours prior to high tide and based on the following schedule:

- Weekly samples prior to the beginning of operation (assume two months);
- Daily samples three consecutive days prior to operation;
- Daily samples three consecutive days after;
- Weekly samples thereafter for the first month;
- Bi-weekly samples thereafter for two months; and
- Monthly samples thereafter for six months.

The samples included in the study will be accessed by kayak and personnel will follow safety measures according to Wood's Health and Safety Plan. Water quality measurements of pH, conductivity, temperature, and DO will be taken in accordance with FDEP SOPs FT1100, FT1200, FT1400, and FT1500, respectively.

Wood will compile and analyse the data to determine the effectiveness of the well in improving water quality. Wood will provide the Village with a technical memorandum in PDF format submitted electronically presenting the results.

Task 2: Construction Administration and Oversight

Wood will provide construction engineering and environmental site inspections and construction administration services for the project. It is anticipated that the construction schedule will not exceed 30 days. Below are the services to be provided:

- Wood will provide daily site inspection for the in-water portion of the work, anticipated to be no more than 10 days, and weekly visits thereafter for a total of 13 visits. Wood will prepare daily work reports showing the contractor's activities, equipment, maintenance of traffic, and environmental compliance. Wood will compile the daily work reports into a construction completion report at the end of the project.
- Wood will provide consultation and advice to Village regarding the Contractor's performance of the Contract. Wood will liaise with the Village, homeowners, and other stakeholders as necessary to administer the construction contract and assist with permit close-out activities.

ESTIMATED BUDGET:

This proposal is valid for 30 days. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and Wood Environment & Infrastructure Solutions, Inc. (Wood), dated August 14, 2020, are incorporated by reference.

Based on our experience and our understanding of the project requirements, we propose to perform the outlined scope of services on a not to exceed basis of **\$66,106.60**. Below is the breakdown of cost per task:

TASK	DESCRIPTION	FEE
Task 1	Data Collection and Assessment	\$43,531.80
Task 2	Construction Administration and Oversight	\$22,574.80
Total		\$66,106.60

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 the Village on this project. We look forward to working with the Village and are committed to providing the services required for the successful completion of this important project within the time frame required.

If you have any questions or comments regarding this proposal, please contact me directly via email at Greg.Corning@woodplc.com or by telephone at (314) 920-8359.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Greg Corning, P.E.
Florida Service Line Lead



Christine Mehle, P.E.
Water & Infrastructure Service Line Lead

GC/CM/tjm