

RESOLUTION NO. 23-11-127

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK
AUTHORIZATION NO. 15 WITH WSP USA ENVIRONMENT &
INFRASTRUCTURE INC. FOR CANAL 116 RESTORATION AIR
CURTAIN PROJECT DESIGN AND PERMITTING SERVICES;
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 proposing an air curtain project within Canal 116, Plantation Key (the "Project"); and

WHEREAS, this project will complement the backfilling project currently underway within this canal and together will result in a full restoration of the canal; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary design and permitting services necessary to complete this project; and

WHEREAS, the Village sought the expertise of WSP USA Environment & Infrastructure, Inc. ("WSP") to develop a "Scope of Services" for this project, as detailed in Exhibit "B" attached hereto; and

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

WHEREAS, WSP is willing to perform the services as outlined in the Scope of Services ("Services"), attached as Exhibit "B," in an amount not to exceed Thirty-two Thousand One Hundred Fourteen Dollars and Forty Cents (\$32,114.40); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 15 with WSP 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. 15 with WSP, 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 Elizabeth Jolin, seconded by Mark Gregg.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III Yes

Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

PASSED AND ADOPTED THIS 7th DAY OF NOVEMBER, 2023.

DocuSigned by:

Joseph B. Pinder III

F0EB9A60BD794EF...

JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

008BA9A9B2704D5...

MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:

John J. Quick

362BFAA7FDD417...

JOHN J. QUICK, VILLAGE ATTORNEY



PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

For

Work Authorization No. 15

Engineering, Environmental, and Support Services

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

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 14, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide data collection, design, and permitting services for the Canal 116 air curtain project as more further described in Exhibit "B" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental and engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "B" to complete the Design and Permitting for the Canal 116 Air Curtain Project.

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 "B."

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 Contract, 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:

- *An electronic copy of the final design plans and technical specifications*
- *A list of all required permits identifying issue dates and issuing authorities and electronic copies*
- *Received permits from FDEP or SFWMD, USACE, and FKNMS*

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 Project Agreement is fully executed by all parties and shall continue in full force and effect through, **July 31, 2025**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project 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 Project Agreement as Exhibit "B." 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 Project 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 Thirty-two Thousand One Hundred Fourteen Dollars and Forty Cents **(\$32,114.40)** 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 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 "B", attached hereto and made a part of this Project 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 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 Project 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 Project Agreement. In the event that CONSULTANT abandons this Project 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 Project 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 Project 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
Stephen Hanks, P.E.	Senior Engineer
Josh Ptomey, Beau Daigneault	Field Coordination
Dustin Atwater	GIS Professional
Soraya Gomez, Maggie Kanakis	Administration

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 CONTRACT

All terms and conditions of the Continuing Contract 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.

SECTION 10. MISCELLANEOUS

10.1 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

10.4 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Project Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Project Agreement.

IN WITNESS WHEREOF, the parties have executed this Project 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.

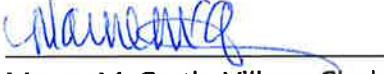
VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: 
Ed Koconis, Interim Village Manager

The 8th day of November, 2023

AUTHENTICATION:


Marne McGrath, Village Clerk

(SEAL)

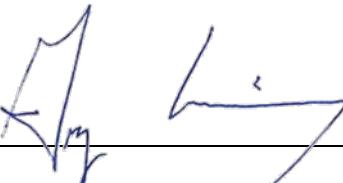
APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY



John J. Quick, Village Attorney

CONSULTANT

WSP USA ENVIRONMENT & INFRASTRUCTURE,
INC.

By: 

Print Name: Greg Corning

Title: Sr. Project Manager

The 08 day of November, 2023

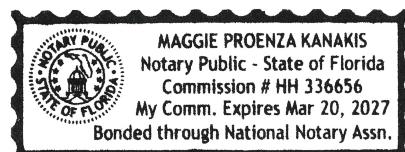
AUTHENTICATE:

Secretary

Print Name

WSP USA ENVIRONMENT & INFRASTRUCTURE INC.
CORPORATE

(CORPORATE SEAL) **SEAL**



WITNESSES:

Aashok

Print Name: Ashok Aitharaju

Maggie Kanakis

Print Name: Maggie Kanakis



Exhibit "B"

16250 NW 59th Ave., Suite 206
Miami Lakes, Florida 33014

wsp.com

August 30, 2023

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 Data Collection & Technology Selection**
Canal #116 Plantation Key Air Curtain Restoration Project
WSP Project: No. 600800.12

Dear Mr. Frezza:

WSP Environment & Infrastructure, Inc. (WSP) is pleased to provide this proposal for professional services related to the Canal #116 Plantation Key Backfilling Restoration Project. This proposal is based upon discussions with Village staff in continuing to meet the deliverables outlined in the Canal Work Program Chapter 28-19 Land Planning Regulations for The Florida Keys Area of Critical State Concern, Islamorada, Village of Islands.

The Village completed the design and permits for the backfill restoration and is in the process of commencing construction. This effort will be in connection with installing an air curtain to protect the canal from any potential sargassum loading.

BACKGROUND AND NEED SECTION

Monroe County, Village of Islamorada, and the City of Marathon completed a canal restoration demonstration program back in 2014 to evaluate the effectiveness and feasibility of implementing the selected canal restoration technologies at improving water quality. The technologies were as follows:

- Backfilling;
- Weed gates and air curtains;
- Culvert Installation;
- Organic removal; and
- Aeration.

Upon installation of these technologies, FIU was contracted to develop a water quality monitoring program that compared water quality data from demonstration canals with similar canals that were not included in the restoration program. The objective of the monitoring program was to provide data needed to make unbiased, statistically rigorous statements about the status and temporal trends of water quality parameters in the remediated canals.

Based on data collected during the limited monitoring period, FIU made the following conclusion about the air curtain technology:

The use of air curtains or weed gates appeared to be effective in reducing the amount of seaweed wrack entering into the canals; however, canals that only implemented a weed barrier as their treatment method displayed no improvement in water quality parameters.

Using these results from the Demonstration Program along with water quality data from the Canal Management Master Plan the Village of Islamorada is moving forward with an air curtain restoration project.

The following services are following 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

Task 1 : Data Collection

WSP will use the bathymetric and ecological data collected under the backfill restoration project.

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

WSP will coordinate and hold pre-application permitting meetings with the South Florida Water Management District (SFWMD), USACE, Village, and FKNMS using the preliminary design plans. WSP will prepare meeting minutes and provide them to the Village.

WSP will update the plans and specifications in response to regulatory agency comments. WSP 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.

Deliverable(s): An electronic copy of the final design plans and technical specifications.

Task 2 : Permitting

WSP 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:

- SFWMD;
- USACE;
- FKNMS; and
- Village.

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

Deliverable(s): A list of all required permits identifying issue dates and issuing authorities and electronic copies.

Schedule

We will begin work on this project after receiving the written contract authorization. We have prepared a Preliminary Schedule outlining the major tasks of the proposed work.

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

ACTIVITY	MONTHS
Design	Two (2) Months
Permitting	Eight (8) Months

Proposed Fee

Fees for the services described above will be charged on a Lump Sum basis. The proposed fee includes the labor and expenses that can reasonably be anticipated to complete the scope of services as proposed and includes travel costs and expendable supplies. The total proposed fee is \$32,114.40.

Task 1:	Design	\$ 22,106.40
Task 2:	Permitting	\$ 10,008.00
Total:		\$ 32,114.40

This proposal is good for 60 days or the contract end date whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and WSP Environment & Infrastructure Solutions, Inc. (WSP), dated September 14, 2018, are incorporated by reference.

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,

WSP USA Environment & Infrastructure, Inc.



Greg Corning
Assistant Vice President, Civil Engineer
FL Civil Design Team Lead
1 (314) 920-8359
Greg.Corning@wsp.com

GC/sg