

RESOLUTION NO. 23-08-77

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST
AMENDMENT TO THE AGREEMENT BETWEEN CPH, INC., AND
ISLAMORADA, VILLAGE OF ISLANDS, TO REMOVE PARKING
AREAS FROM THE MASTER PLAN FOR THE AREA KNOWN AS
"THE FILLS"; AUTHORIZING THE VILLAGE MANAGER TO
EXECUTE THE AMENDMENT; AUTHORIZING THE VILLAGE
MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands (the "Village") is committed to the protection of coastal resources and the marine environment, providing safe water access and recreational opportunities for residents and visitors, and maintaining a positive image of the Village and the Florida Keys; and

WHEREAS, the area known as "The Fills" is located within Islamorada along US-1 from Mile Marker 77.670 to Mile Marker 79.673 and includes Tea Table Key Fill, Indian Key Fill and Lignumvitae Key Fill; and

WHEREAS, The Fills is approximately 7.38 acres of submerged land that includes the area known as the "Indian Key Boat Ramp", owned by the Board of Trustee of the Internal Improvement Trust Fund of the State of Florida and leased to the Florida Department of Environmental Protection Division of Recreation and Parks ("FDEP"); and

WHEREAS, the Florida Department of Transportation ("FDOT") is the owner of the property comprising the remainder of the Fills not including FDEP's property on both side of the Overseas Highway; and

WHEREAS, The Village entered into a lease agreement with FDOT in 2019 for the limited purpose of directing and managing recreational traffic in the area for public safety purposes; and

WHEREAS, the Village also entered into a lease with FDEP for maintenance of the parking area and boat ramp located on Indian Key Fill; and

WHEREAS, the lease agreements with both FDOT and FDEP require the Village to design a management plan for the area; and

WHEREAS, on March 18, 2021, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 21-03-21 approving the selection of CPH, Inc., ("CPH") as the consultant to prepare the "Master Plan" for the area known as "The Fills" as a result of the RFP No. 21-01 competitive bid process ; and

WHEREAS, by June 2022, CPH provided the Village with concept plans for Indian Key Fill, Lignumvitae Key Fills, and Tea Table Key Fill, and the Village Council has since directed the removal of all parking areas included on the Fills concept plans ; and

WHEREAS, CPH is willing to perform the services to revise the concept plans for an amount not-to-exceed Thirty-two Thousand Three Hundred Seventy-five and no/100 Dollars (\$32,375.00); and

WHEREAS, the Village Council has determined that approval of a First Amendment to its Agreement with CPH for the Fills Master Plan project attached hereto as Exhibit "A" 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 First Amendment.** The Village Council hereby approves the

First Amendment to the Agreement with CPH, in substantially the form attached hereto as Exhibit "A".

Section 3. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to enter into the First Amendment with CPH for the update of the Master Plan for the Fills.

Section 4. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds up to \$32,375.00 for the update to the Master Plan provided for in the First Amendment.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion by Elizabeth Jolin, seconded by Mark Gregg.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

| | |
|------------------------------|-----|
| Mayor Joseph B. Pinder | YES |
| Vice Mayor Sharon Mahoney | YES |
| Councilman Mark Gregg | YES |
| Councilwoman Elizabeth Jolin | YES |
| Councilman Henry Rosenthal | YES |

PASSED AND ADOPTED ON THIS 17th DAY OF AUGUST, 2023.



JOSEPH B. PINDER, MAYOR

ATTEST:

Stephanie Conde
STEPHANIE CONDE, DEPUTY CLERK

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



JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
CPH, LLC.**

THIS FIRST AMENDMENT to the Agreement (the "First Amendment") is made between **CPH, LLC**, a Florida corporation ("CONSULTANT") and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "VILLAGE").

WHEREAS, CONSULTANT and the VILLAGE entered into a certain Agreement (the "Agreement") to provide for a Master Plan for the area known as the "Fills" which was effective on July 6, 2021; and

WHEREAS, the parties desire to enter into this First Amendment to modify the scope of the Agreement and to add other relevant provisions to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this First Amendment, CONSULTANT and the VILLAGE agree as follows.

Section 1. In accordance with Article 10, Changes to Scope of Work and Additional Work, of the Agreement, this First Amendment adds the Scope of Work set forth in Exhibit "1" attached hereto and incorporated herein, for a cost not to exceed Thirty-two Thousand Three Hundred Seventy-five and no/100 Dollars (\$32,375.00).

Section 2. Additional Provisions Included in the Agreement. The following provisions are added to the Agreement:

13.16 **E-Verify.** CONSULTANT 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 Agreement. 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 Agreement is terminated for a violation of the statute by CONSULTANT, CONSULTANT *may not be awarded a public contract for a period of 1 year after the date of termination.*

13.17 Scrutinized Companies.

(a) CONSULTANT 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 Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if CONSULTANT, 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 Agreement.

(b) If this Agreement is for more than one million dollars, CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if CONSULTANT ,

its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(c) CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 3. No Further Modifications. All other terms and conditions of the Agreement not in conflict with or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

Section 4. **Effective Date.** This First Amendment shall be effective upon execution by all parties.

IN WITNESS WHEREOF, the parties execute this First Amendment on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and CONSULTANT by and through its principal.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

DocuSigned by:

Marne k. McGrath
008EAA9B2704D51

DocuSigned by:
By: Rob Cole 70DC6F73F08C460...
Rob Cole, Village Manager

Date: 4/16/2024

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
John J. Quick, Village Attorney

Attest:

Secretary

Print Name: _____

CPH, LLC.

By: _____



Print Name: Kyle Bechtelheimer, P.E.

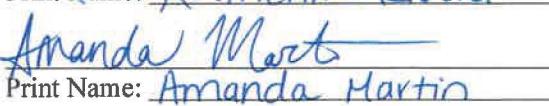
Title: Vice President / Associate

Date: 10/24/2023

WITNESSES:



Print Name: Katherine Rivera



Print Name: Amanda Martin

2023 FILLS MASTER PLAN



**PROFESSIONAL ENGINEERING SERVICES
FOR THE
ISLAMORADA, VILLAGE OF ISLANDS
2023 FILLS MASTER PLAN**

CPH, LLC. has prepared this proposal to provide professional services for the above referenced project. This Agreement is composed of details of the services to be performed. Islamorada, Village of Islands herein called the “CLIENT”, and CPH, LLC. as the “CONSULTANT”.

PROJECT DESCRIPTION

CPH hereby proposes revise the Fills Master Plan to reflect requested changes by the Village Council, and survey the limits of the fills per the below scope of services.

SCOPE OF SERVICES

TASK A – SURVEY

Depict Right of Way Geometry

- Compute right of way geometry. The following will be used to depict the right of way alignment for the project area:
 - Recorded Plats
 - Right of way documentation
 - Viewable Legal Descriptions recorded in Official Records
- Field locate existing monumentation and verify platted rights of way contained within the plats (Approximately 8,450 linear feet).
- Evaluation of ownership and encumbrances, i.e., title reports, are not included in this scope of services.

Topographic Survey

Perform a Topographic Survey as per Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Collect topographic data at 50' cross-sections of approximately 8,450 linear feet of right of way to include 5' past the right of way on each side where accessible.
- A certified right of way map will not be provided.
- Location of all visible improvements within right of way together with visible and underground utilities as designated by others.
- The project coordinate system will be based horizontally on the North American Datum 83 (NAD 83). The project will be referenced to state plane coordinates by field locating published control points.



2023 FILLS MASTER PLAN

- The project will be based on the North American Vertical Datum 88 (NAVD 88). The project will be referenced to these published elevations by field locating published benchmarks.

CPH shall provide signed and sealed survey in PDF format as well as associated CAD files to Client for their use.

TASK B – FILLS MASTER PLAN UPDATE

B.1 – MASTER PLAN UPDATE

CPH shall revise the previous Master Plan per discussions with the Client to include:

- Removal of parking, turn lanes, underpass, and the passive park
- Demolition of existing parking

Scope of work may also include the removal of the boat ramp and kayak launch based on final direction from Client or FDEP.

B.2 – COORDINATION AND REVISIONS

The revised Master Plan will be submitted to the Client in PDF format, for their review and submittal to FDOT. Upon review from FDOT, Scope of Services includes up to two minor revisions to finalize the Master Plan and FDOT approval.

SERVICES NOT INCLUDED

The following services are not anticipated and not included in this Agreement at this time:

- Design Plans
- Permitting
- Geotechnical Services

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.



2023 FILLS MASTER PLAN

COMPENSATION

CPH will perform the Scope of Services contained in this Agreement per the below fee table. Tasks A and B.1 will be billed as lump sum total after deliverables are made and Task B.2 will be billed as hourly Not-to-Exceed per CPH rates within master services agreement. The project total is **\$32,375.**

| Islamorada, Village of Islands 2023 FILLS MASTER PLAN Engineering Professional Services - Scope and Fee | | | |
|--|---------------------------------------|-----------------|---------------------|
| TASK | DESCRIPTION | FEE TYPE | Cost by Task |
| A | SURVEY | LS | \$27,375.00 |
| B.1 | MASTER PLAN UPDATE | LS | \$3,000.00 |
| B.2 | ELECTRICAL ASSESSMENT AND PLAN | HOURLY | \$2,000.00 |
| PROJECT TOTAL | | | \$32,375.00 |

CPH, LLC. AUTHORIZATION

By:

Kyle Bechtelheimer, P.E.
Vice President / Associate

Date: 6/23/2023