

**RESOLUTION NO. 20-09-88**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH CPH INC. FOR GREEN TURTLE HAMMOCK PRESERVE CONCEPTUAL DESIGN; 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") owns the 10.7 acre Green Turtle Hammock Preserve ("GTH") located on Upper Matecumbe Key, which was purchased with grant assistance from the Florida Communities Trust ("FCT") for the purposes of environmental preservation and recreational development; and

**WHEREAS**, pursuant to the restrictive covenants set forth in the acquisition documents for GTH, FCT required that the Village develop a Management Plan for the property which includes the design and development of site improvements to support public outdoor recreation and environmental interpretation of the park; and

**WHEREAS**, the Village is in need of an independent contractor to provide the necessary engineering and architectural services to design specific improvements at GTH required pursuant to the Management Plan; and

**WHEREAS**, the Village has a current Continuing Services Agreement ("CSA") with CPH, Inc. ("CPH") for professional engineering and architectural services; and

**WHEREAS**, the Village sought the expertise of CPH to develop a "Scope of Services" for this project, as detailed in Exhibit "1" attached hereto; and

**WHEREAS**, CPH is willing to perform these services as outlined in the Scope of Services within Exhibit "1" in an amount not to exceed Fifty-Five Thousand Five-hundred Dollars \$55,500.00; and

**WHEREAS**, Village staff have identified the Parks and Recreation Impact Fees as an appropriate funding source for this service; and

**WHEREAS**, the Village Council of Islamorada, Village of Islands (the "Village Council") has determined that approval of the agreement with CPH 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 CPH for completion of a conceptual design for Green Turtle Hammock development, as set forth in Exhibit "A" attached hereto.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his 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 Councilwoman Deb Gillis, second by Councilman Chris Sante.

**FINAL VOTE AT ADOPTION**

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

Mayor Mike Forster                      YES

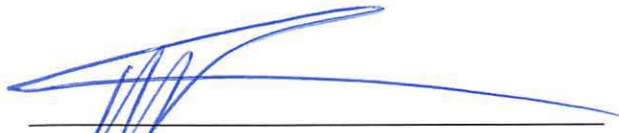
Councilwoman Deb Gillis              YES

Councilman Jim Mooney              YES

Councilman Chris Sante              YES

Seat 4 Vacant

**PASSED AND ADOPTED THIS 17<sup>TH</sup> DAY OF SEPTEMBER, 2020.**

  
\_\_\_\_\_  
MIKE FORSTER, MAYOR

ATTEST:

  
\_\_\_\_\_  
KELLY TOTH, VILLAGE CLERK

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

  
\_\_\_\_\_  
ROGET V. BRYAN, VILLAGE ATTORNEY

## **PROJECT AGREEMENT**

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

CPH, INC.

For

Work Authorization No. 1

### **Engineering, Surveying & Architectural Services**

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and CPH, 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:

- *Boundary survey and topographic survey*

- *Environmental study to include preliminary ecological assessment and data collection*
- *Conceptual civil site design*
- *Conceptual architectural rendering*

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 30, 2021** 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 Fifty-Five Thousand Five-Hundred Dollars **(\$55,500.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of,

VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

## SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

### 5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "1", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Retainage. The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed, as applicable. Said retainage may be withheld at the sole discretion of the VILLAGE and as security for the successful and timely completion of the CONSULTANT'S duties and responsibilities under this Project Agreement.

5.4 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others,

including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

## SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such

suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

#### **SECTION 7. PERSONNEL ASSIGNED TO PROJECT**

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<b><u>NAME</u></b>	<b><u>FUNCTION</u></b>
<u>Kyle Bechtelheimer, P.E.</u>	<u>Sr. Project Engineer</u>
<u>Todd Hendrix, P.E.</u>	<u>Sr. Vice President / Associate</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

#### **SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT**

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and CONSULTANT, dated August 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 Bassett  
Maria Bassett, Acting Village Manager/Finance Director

The 21<sup>st</sup> day of September, 2020

AUTHENTICATION:

Kelly S. 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**

CPH, INC.

By: 

Print Name: David A. Gierach

Title: President

The 25 day of September, 2020

AUTHENTICATE:



Secretary

Patricia Hunt

Print Name

  
(CORPORATE SEAL)

WITNESSES:



Print Name: Cindy Valentin



Print Name: Patricia Anderson

# Exhibit 1



Green Turtle Hammock – Conceptual Design

## **PROFESSIONAL ENGINEERING SERVICES FOR THE ISLAMORADA, VILLAGE OF ISLANDS GREEN TURTLE HAMMOCK CONCEPTUAL DESIGN**

CPH, Inc. 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 as the consultant.

### **PROJECT DESCRIPTION**

CPH hereby proposes to conduct Professional Consulting services for the above-referenced project. The project will include the conceptual design of the redevelopment of the Green Turtle Hammock Preserve based on the preliminary site visit completed on 10/16/19. The existing site has a dilapidated building, washed-out sea wall, overgrown landscaping, and not enough parking to facilitate the CLIENT’s goals for the site. CPH proposes to work with CLIENT to provide a community kayak launch and pavilion area for recreational use.

### **SCOPE OF SERVICES**

The following represents a summary of scope of work and services for the CLIENT. CPH shall provide the professional services described below.

Scope of Services is broken into two (4) Tasks:

**TASK A** – Survey

**TASK B** – Environmental Study

**TASK C** – Conceptual Civil Site Design

**TASK D** – Conceptual Architectural Rendering

## **BASIC SERVICES:**

### **TASK A – SURVEY**

1. **Boundary Survey:** Perform a Boundary Survey of Parcels 1 and 2 as described on Page 633 in Exhibit “A” recorded in Official Records Book 2181, Page 631, Public Records of Monroe County, Florida (Account Number 1111384 Monroe County Property Appraiser) containing 1.50± acres.
2. **Topographic Survey:** Perform a Topographic Survey of Parcels 1 and 2 as described in Exhibit “A” recorded in Official Records Document #1561979, Public Records of Monroe County, Florida (Account Number 1111384 Monroe County Property Appraiser) containing 1.50± acres.
  - Data will be collected at 50’ grid within the project area (see “Survey Site Exhibit” attached for limits).
  - Location of existing visible above ground improvements & visible utilities within the area depicted in orange (see “Survey Site Exhibit” attached for limits). No underground utility designation will be provided as part of this scope.
  - Topographic data to be collected on the bottom, toe of slope and top of Kayak Launch Area.
  - Provide Mean High Water (MHW) elevation contour per Florida Department of Environmental Protection (FDEP) correspondence.



**Survey Site Exhibit**





## Green Turtle Hammock – Conceptual Design

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. The National Geodetic Survey control points will be researched and verified in the field. This base of reference will be used to establish the coordinate system for the project.

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. The National Geodetic Survey benchmarks will be researched and verified in the field.

### **TASK B – ENVIRONMENTAL STUDY**

1. **Preliminary Ecological Assessment and Data Collection:** CONSULTANT shall collect natural resource data and perform a preliminary wetland delineation on the subject property. The following tasks shall be completed.
  - A general wildlife survey and coordination with Florida Fish and Wildlife Conservation Commission (FWWCC) and U.S. Fish and Wildlife Service (USFWS) shall occur to evaluate potential presence of listed species that may utilize the habitats within the project area.
  - Public Data Base Research: CPH will review Florida Fish and Wildlife Conservation Commission (FWWCC) and U.S. Fish and Wildlife Service (USFWS) web based files and distribution mappings and review the Atlas of Breeding Sites of Herons and Their Allies (FWWCC) to identify recorded listed species within the project site. CPH will also review Florida Natural Areas Inventory web based files for the recorded presence of protected species within the project vicinity.
  - Field Investigation: CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened, endangered, or special concern). The approximate location of all observed protected species shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statue 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
  - Vegetation and Land Use: CPH will prepare a Vegetation and Land Use Map covering the project site. The mapping will follow Level III nomenclature of the Florida Land Use Cover and Forms Classification System (FLUCFCS). The approximate acreage of each classification will be tabulated for the site. The map will be digitized in ArcView 10.3 based on "desk top" interpretation of features evident on the aerial photography, correlation with soil types and field verification for each mapped classification. The dominant vegetation of each classification will be recorded.



## Green Turtle Hammock – Conceptual Design

- Wetland Delineation: The approximate wetland limits shall be delineated in the field with flagging tape and/or stakes in accordance with methodologies outlined in Chapter 62-340, F.A.C. the 2008 Corps Interim Regional Supplement to the Corps Wetland Delineation Manual: Atlantic & Gulf Coastal Plain Region and the U.S. Army Corps of Engineers (ACOE) Corps Wetland Delineation Manual (1987).
- Survey Coordination: CPH scientist shall provide the surveyor or property owner with an aerial with the approximate wetland line delineated with flag numbers for location in the field by a professional surveyor.
- Tree Survey: An ISA-certified arborist shall conduct a field assessment of trees within the project area. The arborist shall flag and evaluate each tree meeting the criteria for protected trees according to the local tree regulations, except exotic species and invasive species. Each tree will be given a unique number. The arborist will provide to the surveyor, an aerial depicting the approximate locations and numbers of flagged trees. The tree survey limits will include areas within the construction area only. The arborist shall provide to the surveyor, a table showing the following information:
  - The number of each tree;
  - The scientific and common name of each tree; The diameter at breast height (DBH) of each tree, or if a multiple trunk tree, the sum of the diameters of individual trunks shall be measured;
  - CPH anticipates up to one (1) day to conduct the tree survey
  - Each tree shall be assigned a condition rating based on an evaluation of health, structure and form as described in the Council of Tree and Landscape Appraisers *Guide to Plant Appraisal*, 10<sup>th</sup> Edition (2018)
  - Pictures shall be taken of select trees if they are in poor condition, as required.
- Prepare draft figures depicting Submerged Aquatic Vegetation, Sensitive Environmental Resources, potential improvement areas, proposed impacts and discuss avoidance and minimization methods for the agency pre-application meetings.
- Conduct telephone conferences with regulatory agencies to discuss the project and anticipated permitting requirements.
- CPH shall provide a memorandum report with graphics summarizing the findings of the data collection, advisement on permitting matters and the feasibility of mangrove plantings (and cost estimate).





### **TASK C – CONCEPTUAL CIVIL SITE DESIGN**

1. CPH will prepare conceptual site plan for the redevelopment of the Green Turtle Hammock. The conceptual site plan will include: new pavilion footprint, new parking area with walkway to pavilion, and kayak launch. The conceptual plans will also show the site improvements needed to facilitate the CLIENT's goals for the project. Site improvements may include: shoreline stabilization, regrading, conceptual landscaping, new mangroves along West bank, and existing well abandonment. CPH will modify conceptual plan up to three times per CLIENT's comments.

### **TASK D – CONCEPTUAL ARCHITECTURAL RENDERING**

1. CPH will prepare schematic design drawings defining the exterior concept of the proposed Pavilion and its relation to the exterior environment. The 3D renderings will include schematic design of a 2,700 sqft., two-story Pavilion with a restroom, sculptural stairs and a "lookout" on the second level with a reduced footprint. Drawings will be submitted to CLIENT in PDF format for review. CPH will make appropriate refinements per CLIENT's comments, with up to three rounds of revisions and one meeting to discuss concepts.

## **COMPENSATION**

### **Labor**

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the breakdown of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

<b>Green Turtle</b>		
<b>Admin Office Conceptual Design</b>		
<b>Professional Services</b>		
<b>LUMP SUM</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Cost by Task</b>
<b>TASK A - Survey</b>		\$9,250.00
<b>TASK B - Environmental Study</b>		\$7,500.00
<b>TASK C - Conceptual Civil Site Design</b>		\$30,690.00
<b>TASK D - Conceptual Architectural Rendering</b>		\$7,560.00
<b>PROJECT TOTAL</b>		<b>\$55,000.00</b>



## Green Turtle Hammock – Conceptual Design

### Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, meals, hotel stay, rental cars, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase. Reimbursable expenses will be set at a Not to Exceed amount of \$500.

### SERVICES NOT INCLUDED

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

- Geotechnical studies and additional testing required by the regulatory agencies.
- Off-site utility analysis and design.
- Off-site storm water analysis and design.
- Bidding assistance.
- Change Order preparation.
- Pay request review.
- Sections, Schematic design, Floor Plan, design development, as-built revisions
- ALTA/NSPS Land Title Survey, As-built Survey, Platting, Soil Borings, Sketch and Descriptions, Wetland Location/Delineation, and Underground Utility Location/Designation.

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.

### CPH, INC. AUTHORIZATION

By:

A handwritten signature in blue ink, appearing to read "Todd Hendrix", is written over a horizontal line.

Todd Hendrix, P.E.  
Sr. Vice President / Associate

Date: August 5, 2020

### CLIENT AUTHORIZATION

Islamorada, Village of Islands, agrees with the provided Scope of Services and Compensation Schedule and CPH's Standard Hourly Rate Schedule referenced as Exhibit A (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between CPH, Inc. and Islamorada, Village of Islands.





Total Labor Fees for services proposed herein: \$55,000, plus \$500 in reimbursable expenses, for a project total of **\$55,500**.

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, review fees, etc., will be paid directly by the CLIENT.

Payment for services rendered will be due within forty-five (45) days of invoicing. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become over forty-five (45) days past due. In event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be responsible for CLIENT's failure to meet project deadlines imposed by governments, lenders, or other third parties. Neither is CPH responsible for other adverse consequences as a result of termination or suspension of work for nonpayment of the invoices.

This proposal is void if not executed and returned to CPH within 90 days of CPH's execution of the proposal.

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined above.

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_