

## **RESOLUTION NO. 20-05-35**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A PROJECT AGREEMENT WITH WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS INC. FOR NRCS GRANT CLOSE OUT SERVICES FOR ADDITIONAL SEDIMENT REMOVAL FROM CANALS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village") has completed the in-field portion of a canal debris clearing and sediment removal project funded through a USDA Natural Resources Conservation Service ("NRCS") grant being managed by Monroe County, Florida (the "County"); and

**WHEREAS**, the Village executed an interlocal agreement with the County to act as a sub-recipient for eligible NRCS grant funding under this project; and

**WHEREAS**, through a solicitation process, the County entered into an agreement with WOOD Environment & Infrastructure Solutions ("WOOD") for the Environmental Monitoring and related services element of the project; and

**WHEREAS**, the agreement with the County and WOOD is set to expire on April 30, 2020; and

**WHEREAS**, there is still additional environmental monitoring and related services that need to be completed in order to close out the NRCS grant within the allotted 90-day close out window; and

**WHEREAS**, since the additional services are related to work done only within the Village, all parties have agreed to allow the agreement to lapse and for the Village to move forward independent of the County with the remaining project close out services provided by WOOD; and

**WHEREAS**, the Village requested that WOOD develop a "Scope of Services" for the remainder of work for this project, as detailed in Exhibit "A" attached hereto; and

**WHEREAS**, the Village has a current Continuing Services Agreement ("CSA") with WOOD for professional engineering services, canal restoration projects and environmental permitting and support services; and

**WHEREAS**, WOOD is willing to invoice for these services according to their standard rate schedule outlined in Exhibit "A" and in an amount not to exceed Five Thousand Dollars (\$5,000.00); and

**WHEREAS**, expenditures incurred for these debris and sediment removal services with WOOD are to be submitted to the FDEP for reimbursement with Florida Keys Stewardship Act Grant funds; and

**WHEREAS**, the Village Council of Islamorada, Village of Islands (the "Village Council") has determined that approval of the agreement with WOOD is in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Work Authorization.** The Village Council hereby approves Work Authorization No. 5 with WOOD for Professional Services related to NRCS Grant close out services, 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.

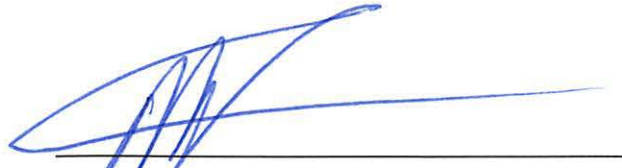
Motion to adopt Councilman Chris Sante, second by Councilwoman Deb Gillis.

**FINAL VOTE AT ADOPTION**

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

Mayor Mike Forster	YES
Vice Mayor Ken Davis	YES
Councilwoman Deb Gillis	YES
Councilman Jim Mooney	YES
Councilman Chris Sante	YES

**PASSED AND ADOPTED** this 7<sup>TH</sup> day of MAY, 2020.

  
MIKE FORSTER, MAYOR

ATTEST:

  
KELLY TOTTH, 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

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

For

Work Authorization No. 5

### **Engineering Services, Canal Restoration Projects and Environmental Permitting and Support Services**

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

The VILLAGE and CONSULTANT agree as follows:

#### **SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide engineering and related to services to the VILLAGE for the Project as described in the "Scope of Services" 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 ("CSA") between the VILLAGE and CONSULTANT, dated September 14, 2018 and first amendment to this Agreement dated March 14, 2019 and second amendment to this Agreement dated February 26, 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:

- *Completion of construction as-builts;*
- *Completion of reimbursement packages;*
- *Completion of invoicing;*
- *Completion of financial close out documents*

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, **June 30, 2020**, 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 "Schedule," a copy of which is included in this Agreement within 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 Not to Exceed Compensation. VILLAGE agrees to pay CONSULTANT according to CONSULTANT'S standard rate schedule set forth in the CSA in an amount not to exceed Five Thousand Dollars (**\$5,000.00**) as compensation for performance of all services related to the Project and this Project Agreement. It is understood that the method of compensation is that of a not-to-exceed amount which means that CONSULTANT shall perform all services set forth for total compensation no more than in the amount stated above. Said 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 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.

5.2 Disputed Invoices. In the event that 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.

5.3 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.

5.4 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.

5.5 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>Greg Corning, PE</u>	<u>Senior Engineer/Project Manager</u>
<u>Ricardo Fraxedas, PE</u>	<u>Office Manager</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 September 14, 2018 and first amendment dated March 14, 2019 and second amendment dated February 26, 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 \_\_\_\_\_, duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Maria T Bassett  
for Seth Lawless, Village Manager  
Maria T Bassett, Deputy Village Manager  
The 11<sup>th</sup> day of May, 20 20

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

  
Roger V. Bryan, Village Attorney

**CONSULTANT**

CONSULTANT

WOOD ENVIRONMENT & INFRASTRUCTURE  
SOLUTIONS, INC.

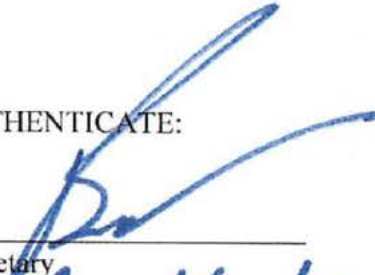
By: 

Print Name: Ricardo Fraxedas

Title: Office Manager

The 13 day of May, 2020

AUTHENTICATE:

  
Secretary

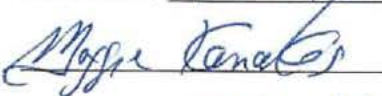
Brad Knight  
Print Name



WITNESSES:



Print Name: ASHOK A. ITHARAJU



Print Name: MIHOKO Kawakita

## **Exhibit "1"**

### **Professional Services Statement of Work**

**Subject: Proposal for United States Department of Agriculture Natural Resources Conservation Services (USDA-NRCS) Emergency Watershed Program (EWP) Grant Close Out services for additional sediment removal canals in Village of Islamorada**

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide this proposal for professional services related to the assistance to close out the USDA-NRCS EWP grant for the additional sediment removal canal in Village of Islamorada.

#### **BACKGROUND SECTION**

Monroe County submitted 5 Damage Survey Report application packages for marine debris removal to the USDA-NRCS Florida Regional office on February 15, 2018 for canals impacted by Hurricane Irma.

Included in the DSR's were \$49.2 Million in eligible funding requests for unincorporated Monroe County and the municipalities of Islamorada and Marathon.

Using the program guidelines for funding eligibility in their initial review of the applications, USDA-NRCS EWP staff deemed 171 of the most heavily impacted canals eligible for funding.

On February 4, 2019, NRCS approved 10 canals for sediment removal, five in Big Pine Key, two in Islamorada, and three in Marathon.

On February 6, 2019, Monroe County requested a 60-day no-cost time extension for the 10 approved canals for sediment removal, from March 21, 2019 to May 20, 2019.

On March 28, 2019, Monroe County requested a 90-day no-cost time extension for the 10 approved canals for sediment removal, from May 20, 2019 to August 18, 2019.

On July 10, 2019, NRCS approved 75 canals for additional debris removal, bringing the total to 246 debris removal canals.

On July 15, 2019, Monroe County requested a 135-day no-cost time extension for the 75 approved canals for debris removal, from August 18, 2019 to December 31, 2019.

On October 15, 2019, NRCS approved two additional canals for sediment removal in Islamorada.

On December 30, 2019, Monroe County requested a 90-day no-cost time extension for the two approved canals for sediment removal, from December 31, 2019 to March 30, 2020.

#### **NEED SECTION**

The County issued a solicitation for the USDA-NRCS EWP Grant Hurricane Irma Marine Debris Monitoring and Related Services in July 2018, Wood submitted a proposal, and was the selected vendor for such services.

The Village of Islamorada executed an interlocal agreement with the County as a subrecipient to the USDA-NRCS EWP Grant.

The County and Wood entered into an agreement on July 2018 for a period of one year for the monitoring services. The said agreement was amended four times to April 30, 2020 to allow for no-cost time extensions related to the additional work approved by the USDA-NRCS EWP Grant.

The Contract with the County and Wood is set to expire on April 30, 2020, however there is still additional services that need to be completed in order to close out the USDA-NRCS EWP grant within the allotted 90-day close out window.

Therefore, since this additional effort is for the Village of Islamorada, it was decided to allow the contract to lapse with the County and move forward with this Not to Exceed contract with Wood to assist with the below services.

#### **SCOPE OF SERVICES**

Wood will work with the Village to complete the as-builts, reimbursement packages, invoices, and financial close out documents for the USDA-NRCS EWP Grant.

#### **SCHEDULE**

We will begin work on this project after receiving written contract authorization. The project completion date is June 30, 2020.

#### **PROPOSED FEE**

Fees for the services described above will be charged according to Wood's standard rate schedule and on a not to exceed basis. The proposed fee includes the labor and expenses which can reasonably be anticipated to complete the scope of services as proposed and includes travel costs and expendable supplies. The total proposed fee is \$5,000.00.

#### **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 successful completion of this important project within the time frame required. If you have any questions or comments regarding this proposal, please let us know.

Sincerely,

**Wood Environment & Infrastructure Solutions, Inc.**

Greg Coming, PE  
Senior Engineer / Project Manager