

RESOLUTION NO. 21-04-35

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK
AUTHORIZATION NO. 2 WITH CPH INC. FOR GREEN TURTLE
HAMMOCK PRESERVE IMPROVEMENTS DESIGN AND
PERMITTING; 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 and permit specific improvements at GTH as required by 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 One Hundred Twenty-Nine Thousand Nine Hundred Forty-Five Dollars (\$129,945.00); and

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

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") has determined that approval of the 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. 2 with CPH for completion of the design and permitting for Green Turtle Hammock development, as set forth in Exhibit "A" attached hereto.

Section 3. Authorization of Village Officials. The Acting Village Manager and/or her 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.

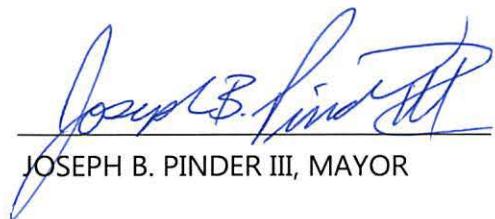
Motion to adopt by Vice Mayor Pete Bacheler, seconded Councilman David Webb.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	YES
Vice Mayor Pete Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

PASSED AND ADOPTED THIS 29TH DAY OF APRIL, 2021.



JOSEPH B. PINDER III, MAYOR

ATTEST:



KELLY S. TOTH
KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

Exhibit "A"

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

CPH, INC.

For

Work Authorization No. 2

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:

- *Data Collection and Pre-Permitting*
- *Construction Documents*
- *Permitting*
- *Bidding Assistance*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the PROJECT in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the PROJECT.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2022** 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 One Hundred Twenty-Nine Thousand Nine Hundred Forty-Five Dollars (**\$129,945.00**) 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:

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

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 3rd day of May, 2021.

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: Tom Honore

Title: Sr Vice President

The 5 day of May, 2011.

AUTHENTICATE:

Patricia Hunt

Secretary

Patricia Hunt

Print Name

(CORPORATE SEAL)

WITNESSES:

Cindy Valentin

Print Name: Cindy Valentin

Patricia L Anderson

Print Name: Patricia L Anderson

EXHIBIT 1

Green Turtle Hammock Improvements

**PROFESSIONAL ENGINEERING SERVICES
FOR THE
ISLAMORADA, VILLAGE OF ISLANDS
GREEN TURTLE HAMMOCK IMPROVEMENTS**

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, Inc. as the "CONSULTANT".

PROJECT DESCRIPTION

CPH hereby proposes to conduct Professional Consulting services for the above-referenced project. The project will build off the approved conceptual plan for a two-story 2,500 SF pavilion, ADA accessible ramp, improved parking area, boardwalk and kayak launch, overall site improvements, and shoreline stabilization.

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 four (4) Tasks:

TASK A – Data Collection and Pre-Permitting

TASK B – Construction Documents

TASK C – Permitting

TASK D – Bidding Assistance

BASIC SERVICES:

TASK A – DATA COLLECTION AND PRE-PERMITTING

A.1 – Geotechnical Report

CONSULTANT shall coordinate with the Universal Engineering Services, Inc. (UES) , sub-contracted by CONSULTANT, for obtaining soil borings and completing geotechnical report. Report will include recommendations for auger-cast piles, Seasonal High Groundwater Table, structural supports, and general soil composition. Geotechnical proposal displayed as Attachment B.

A.2 – Permit Pre-Application Meetings

CONSULTANT shall submit conceptual plans to U.S. Army Corps of Engineers (ACE), South Florida Water Management District (SFWMD), and Florida Keys National Marine Sanctuary (FKNMS), for determination of permitting requirements. CONSULTANT will attend one pre-application meeting with each agency to discuss the project, permitting steps, and timelines for approval.

A.3 – Benthic Survey

If discussions with ACOE, SFWMD, FDEP, and FKNMS determine no benthic survey is required, CONSULTANT shall not complete, nor bill, for this sub-task.

The CONSULTANT shall design, implement and prepare a report of results documenting Coral Resources as required by the Florida Keys National Marine Sanctuary (FKNMS) as part of the ACOE and SFWMD permitting process. The report of results shall document the project location, survey limits, explanation for the survey limits, survey methodology, location of benthic resources, identification of species, species number and location within the project area, size class (if appropriate), discussion of indirect impacts to adjacent areas, species measurements (height, width, canopy width), photographs (as appropriate), identification of resources for relocation, and recommendations for avoidance and minimization for impact reduction. The location of aquatic resources and plants shall be located by GPS field equipment. Report tables shall be provided cataloging species observed per FKNMS requirements. CPH anticipates no more than 1.5 field days for data collection.

The CONSULTANT shall conduct one (1) meeting with the FKNMS representative to review the survey results.

TASK B – CONSTRUTCITON DOCUMENTS

B.1 – Design Development

Based on the approved schematic design, CONSULTANT will prepare design development drawings to establish architectural systems, and to review various options for building components. The intent of this phase will be to establish the most economical methodology for the building. The design options will be reviewed with the CLIENT, for the CLIENT'S approval to proceed to construction documents. Design will build off of the approved conceptual design.

B.2 – Construction Documents

Based on the CLIENTS approval of the design options in design development and kick-off, CPH will prepare architectural and engineering construction plans for the proposed building and site elements outlined in the approved Conceptual Site Plan, with related specifications, suitable for permitting and construction of the project. The building plans will include; architectural design and details, structural Engineering design and details, Electrical and Plumbing design and details, and site lighting design and details. Plans will be supplied to the CLIENT in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be accurate, legible, complete in design, and suitable for submittal to the Local jurisdiction of Village of Islamorada for final review and approval. The plans and data will be reviewed with the CLIENT, prior to submitting the plans to the Local jurisdiction of Village of Islamorada. Any modifications to these plans requested by the CLIENT after the plans are prepared for submittal to the Local jurisdiction will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

Once Task C – Permitting is complete, CONSULTANT shall create bid set of plans and technical specifications for CLIENT use in bidding the project.

TASK C – PERMITTING

CPH shall submit the CLIENT approved Construction Drawings to the respective permitting agencies. CPH will coordinate with CLIENT to obtain all signatures and prepare all application paperwork. CPH will coordinate with each of the below permitting agencies, respond to comments, and obtain each permit for construction.

- Islamorada
 - Site Plan Review
 - Building Permit
- SFWMD
- FDEP
- USACE

C.1 – Site Plan and Building Permit

CPH shall provide signed and sealed documents for permit submittals, necessary for permitting, which may include plans, specifications and / or calculations. Permitting shall include responding to up to two (2) rounds of responses to comments from each agency and up to two (2) meetings. CONSULTANT shall provide revised Drawings and specifications for modification, clarification or additional documents to comply with requirements for obtaining a permits. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates. Should there be a potential for denial on an application, the CLIENT will be informed so they may make the appropriate arrangements to retain legal staff to address the denial should it occur. The CLIENT will be financially responsible for any application or filing fee required by the agencies. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the design in the previously mentioned plans, required to meet code, will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CLIENT will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

Delivery of final drawings will be in the form of PDF, Hardcopy, or Revvit files. CPH shall provide the necessary sets of sealed construction documents as required for plan reviews and permits by the Building Department.

C.2 – Environmental Permitting

Environmental Permitting will be completed as Time and Materials, with a Not-to-Exceed value. CONSULTANT assumes permitting will be required with SFWMD, FDEP, and USACE. Task C.2 will be billed hourly, with monthly reports to CLIENT project manager. CLIENT will be notified when not-to-exceed value is close to being reached. If additional services are required to complete Environmental Permitting task, CONSULTANT will provide CLIENT with request for Extra Work Authorization.

South Florida Water Management District Permitting

CONSULTANT assumes a Statewide Environmental Resource Permit (SwERP) Individual Permit Application will be prepared and submitted, without a Sovereign Submerge Land Lease (SSL has been granted), to obtain authorization for project construction. The CONSULTANT shall prepare Sections A, C and E of the SWERP application.



The CONSULTANT will attend one (1) meeting with SFWMD in the field to review the project site and environmental areas. CPH shall prepare an Environmental Resource Permit Report documenting the ecological features of the project area, avoidance and minimization measures, wetland impacts, UMAM data sheets, mitigation measures as deemed relevant based on the project parameters. Coordinate with the FFWCC regarding manatee and sea turtle protection measures through the SFWMD permitting process.

CONSULTANT shall prepare of two (2) written responses to Request for Additional Information (RAI) letters by the SFWMD regarding elements of the SwERP application prepared by the CONSULTANT.

USACE and FDEP Permitting

It is assumed the ACOE will require a Standard Permit to process the construction authorization for the project.

The CONSULTANT shall prepare the ACOE Individual Permit Application form as well as the ACOE Wetland Determination Data Forms and ACOE Preliminary Jurisdictional Determination Form. The CONSULTANT will also conduct one (1) on-site inspection with a representative of the ACOE after the permit application has been submitted. If USACE determines FDEP permitting is required, or if determined during Pre-Application phase of this project, CONSULTANT shall make separate plan submittals to FDEP concurrent with USACE review.

The CONSULTANT will prepare and submit an Environmental Resource Permit Report to the ACOE detailing project information such as location, existing conditions, proposed conditions, wildlife surveys, and mitigation plans. The CONSULTANT will provide such exhibits and graphics as may be necessary, including: Project boundaries on Location Map, USGS quadrangle map, Soils Map, Preliminary Vegetation & Land Use Map, Wetland Location Map, Wetland Impact Map; Ecological Resources Impact Map, Mitigation Program Map, Mitigation Details Map, and descriptions of the proposed project. Prepare adjacent land owner map and mailing labels for properties adjacent to the Green Turtle Hammock Property.

The CONSULTANT shall coordinate with National Marine Fisheries Service and the U.S. Fish and Wildlife Service through the ACOE during the Standard Permit Application Review process. The CONSULTANT shall provide one (1) responses to inquiries from the National Marine Fisheries Service (NMFS) during the ACOE review of the project pertaining to proposed impacts to Essential Fish Habitat (EFH). The CONSULTANT shall conduct an informal consultation with the U.S. Fish and Wildlife Service (USFWS) regarding the Manatee, Cape Sable Thoroughwort, Schaus' Swallowtail Butterfly, Stock island Tree Snail, Key Tree Cactus and the Sea Turtle. It is anticipated that the project will not require a Section 7 Consultation and all federal permit issues



can be resolved informally through project design or a “no affect” or “not likely to adversely affect” determinations. If a Section 7 Consultation is required the CONSULTANT shall provide the CLIENT with a proposal for additional services as required to address species specific surveys and permitting. CONSULTANT shall prepare one (1) response to comments received through the Public Notice posted by the ACOE regarding the proposed project. The CONSULTANT will prepare written responses to two (2) RAIs issued by the ACOE regarding the Individual Permit.

TASK D – BID SERVICES

CONSULTANT will attend one pre-bid meeting and one on-site pre-bid meeting at the City’s request to answer any immediate questions from potential bidders.

CONSULTANT will respond to all Requests for Information (RFI) from bidders and issue up to two bid addendums at the request of the City.

SERVICES NOT INCLUDED

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

- Off-site utility analysis and design
- Off-site storm water analysis and design
- Change Order preparation
- Pay request review

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.

COMPENSATION

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 break down of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided a Not-to-Exceed (NTE) budget. The CLIENT will be informed when the services are about to exceed this limit.

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 (NTE) amount of \$1,500.

Islamorada, Village of Islands Green Turtle Hammock Improvements Engineering Professional Services - Scope and Fee		
ITEM	DESCRIPTION	Cost by Task
	TASK A - DATA COLLECTION AND PRE-PERMITTING	
A.1	Geotechnical Report	\$5,150.00
A.2	Permit Pre-Application Meetings	\$4,740.00
A.3	Benthic Survey	\$8,795.00
	TASK A Total	\$18,685.00
	TASK B - CONSTRUCTION DOCUMENTS	
B.1	Design Development	\$5,500.00
B.2	Construction Documents	\$65,000.00
	TASK B Total	\$70,500.00
	TASK C - PERMITTING	
C.1	Site Plan and Building Permit	\$10,000.00
C.2	Environmental Permitting (HOURLY NTE)	\$25,000.00
	TASK C Total	\$35,000.00
	TASK D - BID SERVICES (HOURLY NTE)	\$4,260.00
	PROJECT SUB-TOTAL	\$128,445.00
	EXPENSES (NTE)	\$1,500.00
	PROJECT TOTAL	\$129,945.00

CPH, INC. AUTHORIZATION

By:



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

Date: 4/13/2021

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 and Proposed Design Schedule as Exhibit B (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: \$128,445, plus \$1,500 in reimbursable expenses, for a project total of **\$129,945**.

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.

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: Maria J Bassett
Signature

Maria T Bassett
Printed Name

Title: Acting Village Manager/Finance Director
Date: 5/3/2021

Rates & Reimbursables

Exhibit A

CPH STANDARD RATES	
Category	Rate
Principal	\$190
Senior Project Manager	\$180
Project Manager	\$160
Senior Project Engineer	\$140
Project Engineer	\$120
Principal Traffic Engineer	\$180
Senior Traffic Engineer	\$135
Traffic Engineer	\$120
Traffic Analyst	\$115
Principal Environmental Scientist	\$175
Senior Environmental Scientist	\$135
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$170
Senior Planner	\$140
Planner	\$100
Principal Architect	\$180
Senior Architect	\$160
Architect	\$140
Senior Architectural Manager	\$130
Architectural Manager	\$125
Senior Architectural Designer	\$120
Architectural Designer	\$105
Interior Designer	\$115
Architectural CADD Technician	\$85
Principal Structural Engineer	\$180
Senior Structural Engineer	\$150
Structural Engineer	\$120
Principal MEP Engineer	\$180
Senior MEP Project Engineer	\$155
MEP Project Engineer	\$125
Senior Graphic Designer	\$140
Graphic Designer	\$80

CPH STANDARD RATES	
Category	Rate
Principal Landscape Architect	\$170
Senior Landscape Architect	\$140
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Project Designer	\$135
Project Designer	\$115
Senior Design Technician	\$105
Design Technician	\$95
CADD Technician	\$75
Administrative	\$75
Clerical	\$60
Network Admin. (I)	\$80
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$110
Construction Field Representative I	\$80
Principal Surveyor	\$170
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$120
Field Crew Coordinator	\$110
Survey Party Chief	\$85
Survey Instrument Man	\$70
Senior Survey CADD Technician	\$110
Survey CADD Technician	\$75
Survey Crew (2 Man)	\$155
Survey Crew (Construction Staking - 2 Man)	\$180
Survey Crew (3 Man)	\$225
GPS (1 Man) / Robotics	\$145
GPS (2 Man)	\$180
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

		Plots (B&W)		Mileage	At Current IRS Rates
USB/Thumb Drive	\$15.00 Each	11 X 17	\$ 0.21 Each	Phone	At Cost
Copies (B&W)		12 X 18	\$ 0.24 Each	Postage	At Cost
8.5 x 11	\$0.05 Each	15 X 21	\$ 0.35 Each	Outside Reimbursables	At Cost
8.5 x 14	\$0.10 Each	34 X 22	\$ 0.83 Each		
11 x 17	\$0.20 Each	24 X 36	\$ 0.96 Each		
Copies (Color)		30 X 42	\$ 1.42 Each		
8.5 x 11	\$0.25 Each	36 X 48	\$ 1.92 Each		
8.5 x 14	\$0.30 Each				
11 x 17	\$0.35 Each				
		Plots (Color/Bond)			
Mylars		24 x 36	\$24.00 Each		
24 x 36	\$9.00 Each	30 x 42	\$35.00 Each		
32 x 42	\$13.00 Each	36 x 48	\$48.00 Each		

Billing and Reimbursable
Rates Are Subject To Periodic
Review and Adjustment.
Updated: October 9, 2019

EXHIBIT B
Green Turtle Hammock Improvements

	Activity Name	Duration (Days)	Start Date	Finish Date	2021								2022	
					May	June	July	August	September	October	November	December	January	
1	Data Collection	42.00	5/17/21	6/28/21										
2	Construction Documents	90.00	5/17/21	8/15/21										
3	Permitting	120.00	8/15/21	12/13/21										
4	Bid	30.00	12/13/21	1/12/22										
					May	June	July	August	September	October	November	December	January	