

RESOLUTION NO. 22-01-05

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK
AUTHORIZATION NO. 3 WITH WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS INC. FOR PROFESSIONAL
SERVICES FOR CANAL #115 OR #116 PLANTATION KEY
BACKFILLING RESTORATION PROJECT; 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 committed to canal restoration efforts with the goal of improving water quality conditions within canals and nearshore waters as outlined in the Village's Canal Management Master Plan; and

WHEREAS, backfilling has been identified as the most effective canal restoration technology; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary engineering services to complete the feasibility evaluation, data collection, design, permitting, and bid support needed to move the project to construction; and

WHEREAS, the Village has a current Continuing Services Agreement ("CSA") with Wood Environment & Infrastructure Solutions, Inc. ("Wood") for professional engineering and architectural support services; and

WHEREAS, Wood has proposed to perform these services as outlined in the Scope of Services within Exhibit "1" in an amount not to exceed Sixty-four Thousand Eighty-five Dollars and ten Cents (\$64,085.10); and

WHEREAS, Village staff have identified the Capital Project Fund as an appropriate funding

source for this project and have included the expenditure in the FY 2021-2022 budget; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization 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. 3 with Wood for completion of the Canal #115 or #116 Backfilling Restoration Project, 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 Councilman Buddy Pinder, seconded by Mark Gregg

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS 27th DAY OF JANUARY, 2022.



PETE BACHELER, MAYOR

ATTEST:



STEPHANIE CONDE, ACTING 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

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

For

Work Authorization No. 3

Engineering, 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 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:

- *Access Agreement/Easement for staging area*
- *Notification letters to property owners*
- *Bathymetric and Topographic Survey, electronic copies of Engineering, and Ecological Reports.*
- *Electronic copies of the final design plans and technical specifications.*
- *A list of all required permits identifying issue dates and issuing authorities and electronic copies.*
- *1) Electronic copy of the public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package.*

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, 2023**, 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 Sixty-four Thousand Eighty-five Dollars and ten Cents (**\$64,085.10**) 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>
Greg Corning, P.E.	Sr. Project Manager
Ricardo Fraxedas, P.E.	Management
Joshua Ptomey	Field Technician & Support

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 J Bassett
Maria Bassett, Acting Village Manager

The 31st day of January, 2022

AUTHENTICATION:

Stephanie Conde
Stephanie Conde, Acting 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

WOOD ENVIRONMENT & INFRASTRUCTURE
SOLUTIONS, INC.

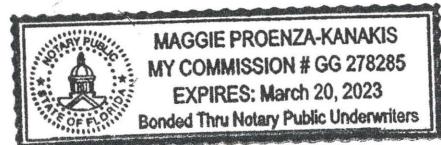
By: 

Print Name: Ricardo Fraxedas

Title: Environmental Manager

The 1st day of February, 2022.

AUTHENTICATE:



Secretary

Print Name

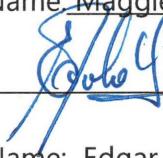


(CORPORATE SEAL)

WITNESSES:



Print Name: Maggie Proenza-Kanakis



Print Name: Edgar Polo

Exhibit 1



Wood Environment & Infrastructure Solutions, Inc.
5015 S. Florida Avenue, Suite 301
Lakeland, Florida 33813
T: 863-667-2345
www.woodplc.com

July 1, 2021

Mr. Peter Frezza
Environmental Resources Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Via email: peter.frezza@islamorada.fl.us

RE: Proposal for Professional Engineering Services
Canal #115 or #116 Plantation Key Backfilling Restoration Project
Wood Project: No. 600737.7

Dear Mr. Frezza:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide this proposal for professional services related to the Canal #115 or #116 Plantation Key Backfilling Restoration Project. This proposal is based upon discussions with Village of Islamorada (Village) staff in continuing to meet the deliverables outlined in the Canal Work Program Chapter 28-19 Land Planning Regulations for The Florida Keys Area of Critical State Concern, Islamorada, Village of Islands.

BACKGROUND AND NEED SECTION

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

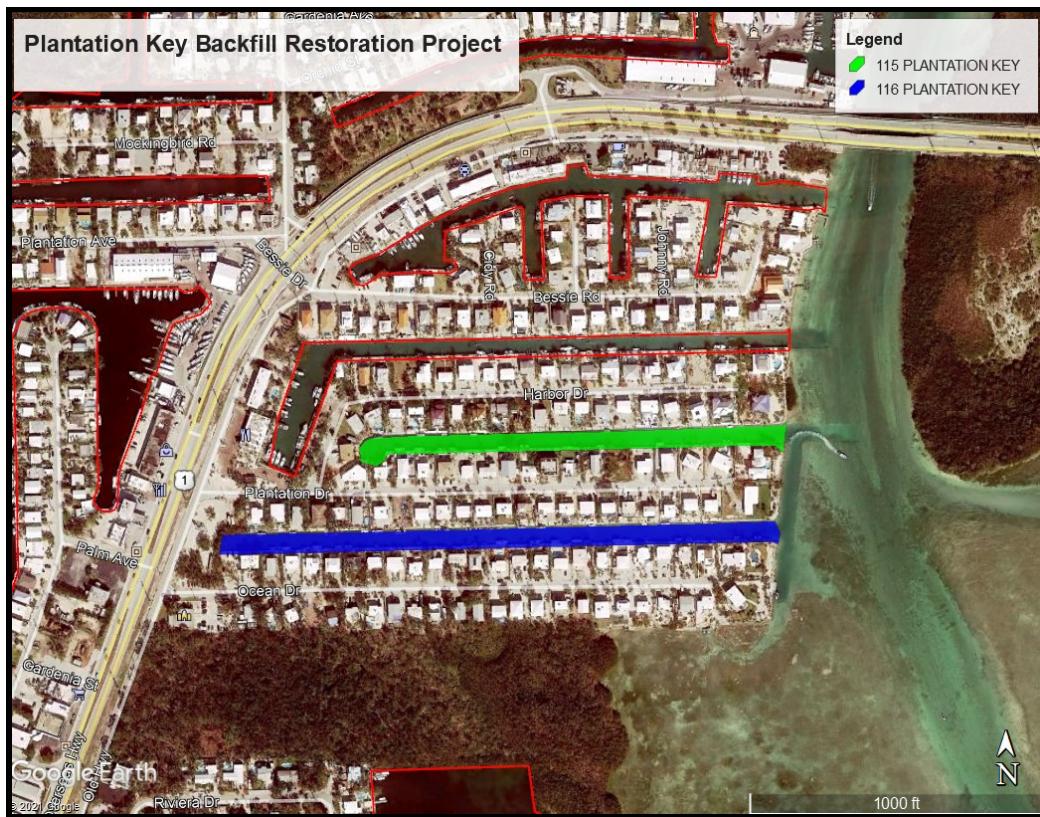
- Backfilling;
- Weed gates and air curtains;
- Culvert Installation;
- Organic removal; and
- Aeration.

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

Based on data collected during the limited monitoring period, FIU made the following conclusions about the backfilling technology:

This technique resulted in an immediate change in the canal's water quality by significantly improving the water column's DO content. The study from FIU concluded that for deep canals, water quality in residential canals cannot be improved without reducing canal depth. FIU went further in saying that it recommended that bottom elevations within residential canals should be raised to a depth shallower than approximately 7 ft;

Using these results from the Demonstration Program along with water quality data from the Canal Management Master Plan the Village of Islamorada is moving forward with a backfill restoration project at either Canal #115 or #116 dependent on staging area approvals.



The following services are following the Continuing Services Agreement dated August 14, 2020 Professional Engineering Services, Canal Restoration Projects, and Environmental Permitting and Support Services.

SCOPE OF SERVICES

Task 1: Feasibility Evaluation and Community Outreach Meetings

Wood will work with the Village to determine the most feasible staging area for the project and decide on whether to move forward with Canal #115 or #116. Upon verbal approval for staging/equipment area use, an access agreement/easement will be prepared for approval by the Village and signatures will be obtained from the property owner.

Wood will prepare and distribute via certified mail a notification letter to all property owners on the canal discussing the proposed restoration and attend one (1) neighborhood public meeting to discuss the proposed project.

Task 2: Data Collection/Processing

Wood will conduct one bathymetric and topographic survey for the affected canal area and surrounding structures within the project boundary. The bathymetric surveys will be carried out utilizing a survey-grade GPS unit operating in Real-Time Kinematic (RTK) mode mounted atop an adjustable height rod. This apparatus will be used in a boat to traverse the canal area as best as possible to establish a grid of canal bottom elevations sufficient to develop a digital elevation model. The topographic data will be acquired using traditional survey methodologies for the road, existing utilities, private property, and any other significant structure within the project boundary. Jurisdictional wetland lines and associated water elevations will be determined as required for permitting. Topographic and bathymetric maps will be prepared for the design and permitting of the project. The survey and subsequent work will be relative to the North American Datum of 1983/2007 Adjustment (NAD83/07) and the North American Vertical Datum of 1988 (NAVD88) based on nearby National Geodetic Survey (NOS) and/or Florida Department of Transportation (FDOT) horizontal and vertical geodetic control monuments. Surveying and mapping services associated with this assignment will conform with the applicable requirements of the Department's Bureau of Survey and Mapping, and applicable sections of Florida Administrative Rule Chapter 5J-17, Standards of Practice, pursuant to Chapter 472, Florida Statutes.

Wood shall conduct a determination of the boundaries of jurisdictional waters of the U.S., including wetlands, on the subject site as required for permitting. Wetlands will be defined using the Routine on-Site Determination method as described in the 1987 United States Army Corps of Engineers (USACE) Corps of Engineers Wetlands Delineation Manual or the Delineation of the Landward Extent of Wetlands and Surface Waters [Florida Department of Environmental Protection (FDEP), Chapter 62.340, F.A.C]. Both protocols use a series of tests to address three characteristics of wetlands, including the presence/absence of hydrophytic vegetation, wetland hydrology, and hydric soils. Before the site visit, Wood will research and assemble available soil surveys, site topographic maps, and National Wetland Inventory maps to preliminarily identify potential waters of the U.S., wetlands, and streams. Wood will then conduct the field visit to characterize the delineated wetlands. Delineation includes on-site determination, marking in the field with a handheld GPS unit (sub-meter accuracy), and flagging of the aerial extent of each wetland (if any). If any wetlands are identified, then a Uniform Mitigation Assessment Method (UMAM) form will be completed. In conjunction with the wetland delineation, a threatened and endangered species survey is required in an Environmental Resource Permit (ERP) for the proposed action. Wood scientists permitted by the Florida Keys National Marine Sanctuary (FKNMS) will conduct an in-water survey of the benthos to identify the presence-sensitive aquatic resources (i.e., seagrasses, corals, or sponges) within the immediate area of the project.

Wood will conduct an engineering site visit to determine the site conditions, such as seawall conditions, existing utilities, and construction staging areas within the project boundary.

Deliverable(s): Bathymetric and Topographic Survey, electronic copies of Engineering, and Ecological Reports.

Task 3: Design

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

Wood will coordinate and hold pre-application permitting meetings with the South Florida Water Management District (SFWMD), United States Army Corps of Engineers (USACE), Village, and Florida Keys National Marine Sanctuary (FKNMS) using the preliminary design plans. Wood will prepare meeting minutes and provide them to the Village.

Wood will update the plans and specifications in response to regulatory agency comments. Wood will prepare final design plans, technical specifications, and engineer's construction cost estimate for the project. The final design plans will include an existing site plan, proposed site plan, proposed grading plans, erosion and sediment control plans, cut/fill analysis, and construction details.

Deliverable(s): Electronic copies of the final design plans and technical specifications.

Task 4: Permitting

Wood will incorporate comments received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans. The Village will be responsible for paying all permit fees. Permit applications will be submitted to the following agencies:

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

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

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

Task 5: Bid Support

Upon completion of the Construction Documents, Wood will assist the Village, who will be procuring the construction of the restoration, with the necessary procurement documents and meetings. Wood will provide the following services to assist Village for the procurement of a contractor for the construction of the restoration:

- Prepare a Request for Proposal Package for Village review which will include the 100% Construction documents completed by Wood.
- Respond to applicable Proposers' Requests for Information (RFI's) and assist in the preparation of Addenda, including revising the Request for Proposal Documents, as required.
- Attend a Pre-Proposal Conference and site walk-through and prepare meeting minutes. Conduct a Responsibility Review of the Apparent Low Bidder in accordance with requirements.
- Attend a Pre-Award Conference, to discuss the Proposer's qualifications and understanding of the Project, if required.

Deliverable(s): 1) Electronic copy of the public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package;

SCHEDULE

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

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

ACTIVITY	MONTHS
Feasibility Evaluation and Community Outreach Meetings	Two (2) Months
Data Collection	Three (3) Months
Design	Five (5) Months
Permitting	Seven (7) Months
Procurement	Nine (9) Months

PROPOSED FEE

Fees for the services described above will be charged on a Lump Sum basis. The proposed fee includes the labor and expenses 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 **\$64,085.10**.

TASK	DESCRIPTION	PROPOSED FEE
Task 1	Community Outreach Meetings and Surveys	\$5,068.20
Task 2	Data Collection / Processing	\$21,824.90
Task 3	Design	\$17,208.00
Task 4	Permitting	\$15,464.00
Task 5	Bid Support	\$4,520.00
Total		\$64,085.10

This proposal is good for 60 days or contract end date whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and Wood Environment & Infrastructure Solutions, Inc. (Wood), dated August 14, 2020, are incorporated by reference.

COVID-19

Notwithstanding anything mentioned in this proposal, the attached documents or any terms or conditions applicable to Wood's work, if Wood's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Wood's or Subcontractors' workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Wood's or Subcontractors' restrictions and/or directives; and/or (5) fulfillment of Wood's or Subcontractors' contractual or legal health and safety obligations associated with COVID-19; then, Wood shall be entitled to a reasonable adjustment to the schedule and duration to account for such delays, disruptions, suspensions, and impacts.

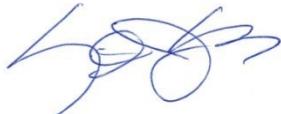
To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of these services, Wood may be entitled to a mutually agreed-upon equitable adjustment to the price for such increases, provided Wood presents documentation of such increases (including the original prices).

CLOSING

We appreciate this opportunity to offer our professional services to you and the Village on this project. We look forward to working with you and are committed to providing the services you require for the successful completion of this important project within the time frame required. If you have any questions or comments regarding this proposal, please let us know.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Stephen J. Hanks, P.E.
Senior 1 Engineer



Greg Corning, P.E.
Florida Civil Design Team Lead

SH/GC/tjm