

RESOLUTION NO. 24-04-28

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK
AUTHORIZATION NO. 7 WITH CPH LLC FOR FOUNDERS PARK
BREAKWATER RESTORATION POST-PERMIT COMPLIANCE
MONITORING & REPORTING; AUTHORIZING VILLAGE
OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF
THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE
MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE
VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION
NO 7; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, given the potential for future storm surge, sea level rise, and further erosion, Islamorada, Village of Islands (the "Village") is planning to restore the breakwater at Plantation Yacht Harbor Marina within Founders Park to safeguard the harbor and marine facilities; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary post permit compliance monitoring and reporting of natural resources (the "Services") needed to complete the breakwater project; and

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

WHEREAS, CPH has completed all of the previous phases of the project for the Village and with this final phase, outlined in Exhibit "B" attached hereto, CPH has proposed to perform the professional environmental and engineering Services in connection with the project; and

WHEREAS, CPH is willing to perform these Services as outlined in the Scope of Services set forth in Exhibit "B" in an amount not to exceed One Hundred Thirty-Nine Thousand Two Hundred Thirty-Eight Dollars (\$139,238.00); and

WHEREAS, Village staff have identified the Plantation Yacht Harbor Marina Fund as an appropriate funding source for these Services; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 7 with CPH for the Services 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. 7 with CPH, attached as Exhibit "A," for completion of the Services.

Section 3. **Authorization of Village Officials.** The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 7.

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. **Authorization of Village Manager to Execute.** The Village Manager is hereby authorized to execute Work Authorization No. 7, in the form attached hereto as Exhibit "A" with such changes as may be approved by the Village Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Mark Gregg, seconded by Elizabeth Jolin.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	Yes

PASSED AND ADOPTED THIS 9th DAY OF APRIL, 2024.

DocuSigned by:

Joseph B. Pinder III

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JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:
Marne k. McGrath

006BA9A9B2704D5...

MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:
John J. Quick

362BFAA7FDDDD417...

JOHN J. QUICK, VILLAGE ATTORNEY



PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

CPH, LLC.

For

Work Authorization No. 7

Engineering, Environmental, and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and CPH, LLC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 14, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 7 for the CONSULTANT to provide post permit compliance monitoring and reporting for the Founders Park Breakwater restoration project (the "Services") as more further described in Exhibit "B" attached hereto, in accordance with the terms and conditions of this Work Authorization No. 7.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental and engineering Services to the VILLAGE for the project as described in the "Project Description" attached as Exhibit "B" to complete the post permit compliance monitoring and reporting for the Founders Park Breakwater restoration project.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for the project are those Services and tasks as listed in Exhibit "B."

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 Contract, 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:

- *Pre-construction meeting & site visit*
- *SFWMD minor modifications*
- *Seagrass & coral protective marking*
- *Seagrass mitigation monitoring*
- *Mangrove planting & monitoring*
- *Maintenance events*
- *Benthic survey*
- *Annual coordination*

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 Project Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2030**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project 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 through the issuance of a Purchase Order. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed through a Purchase Order.

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 Project Agreement as Exhibit "B." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Services shall constitute the Contract Time.

3.4 All limitations of time set forth in this Project 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 Thirty-Nine Thousand Two Hundred Thirty-Eight Dollars **(\$139,238.00)** as compensation for performance of all Services and deliverables 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 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 Work Authorization 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 percentage of work accomplished. 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 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 Services, 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 Project 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 Project Agreement. In the event that CONSULTANT abandons this Project 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 Project 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 Services 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 Project 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
Amy Daly	Director of Environmental Services
Amanda Martin	Project Engineer

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 Services by the CONSULTANT be removed from providing Services and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract 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.

SECTION 10. MISCELLANEOUS

10.1 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the VILLAGE would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this

provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

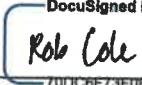
10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

10.4 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Project Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Project Agreement.

IN WITNESS WHEREOF, the parties have executed this Project 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.

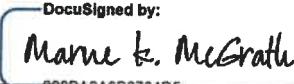
VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

DocuSigned by:
By: 
Robert Cole, Village Manager

The 10th day of April, 2024.

AUTHENTICATION:

DocuSigned by:

Marne McGrath, Village Clerk



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

DocuSigned by:

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John J. Quick, Village Attorney

CONSULTANT

CPH, LLC.

By:

Print Name: JASON L. JAMES

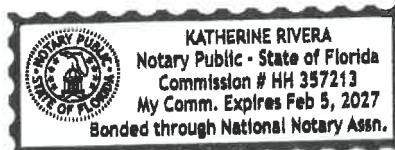
Title: VP - Miami Branch Manager

The 25th day of April, 2024.

AUTHENTICATE:

Secretary

Print Name



(CORPORATE SEAL)

WITNESSES:



Print Name: Amanda Martin



Print Name: Erieda Coney

Islamorada Founders Park Breakwater – Post-permit Compliance Monitoring & Reporting
3/26/24

PROJECT DESCRIPTION

Islamorada, Villages of Islands is proposing to restore the Founders Park Breakwater pursuant to the SFWMD Permit # 44-107896-P and the ACOE Permit #SAJ-2006-03709. The mitigation program consists of resource protection and monitoring. CPH shall assist the Client with mitigation monitoring and maintenance to comply with the SFWMD Permit and FKNMS requirements. CPH shall coordinate with the Client and SFWMD throughout the project and make compliance submittals.

CPH, LLC hereinafter known as CPH proposes to furnish the Islamorada, Villages of Islands, hereinafter known as the Client, the professional services described below for the fees stipulated herein.

1.0 SCOPE OF SERVICES

1.1 Basic Services

CPH shall provide, or obtain from others, all labor, material and equipment to perform the following services:

ENV – 1 **Pre-Construction Meeting & Site Visit**

CPH shall attend the pre-construction meeting and coordinate with the contractor to discuss the seagrass and coral marking and the mangrove planting protocol and timing. Provide contractor with environmental maps and conduct a site visit to discuss construction timing and mitigation timing.

ENV – 2 SFWMD Minor Modification

Any deviation from mitigation time frames presented during the application process will require prior approval from the SFWMD and may require a minor modification to the permit. CPH shall coordinate with the SFWMD to modify the monitoring schedule in writing. This request shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

ENV-3 Sea Grass & Coral Protective Marking

CPH will mark/stake the periphery of the seagrass areas and coral locations to be avoided that are within, or immediately adjacent to, the construction limits to protect aquatic resources and to promote visibility to construction personnel. The marking is intended to prevent encroachment and impact to these sensitive areas and to comply with the SFWMD permit and the FKNMS requirements. The remaining one *Siderastrea radians* (16 sq cm), 50 *Siderastrea siderea* (8,105.25 sq cm), and 10 *Solenastrea bournoni* (15,496 sq cm) shall be avoided during construction activities including turbidity curtain installation. CPH shall photograph the sea grass and coral marking for the project file to document for agency permit compliance. Once construction is complete, CPH shall remove the sea grass and coral markers.

ENV-4 Seagrass Mitigation Monitoring

To mitigate for the seagrass impacts, the permittee has removed a derelict vessel from approximately 0.057 acre of submerged bottom in seagrass habitat located in Cowpens Anchorage, Islamorada, which is less than 0.50 miles away from Founders Park, with the expectation that seagrass will naturally recruit from adjacent areas containing healthy seagrass beds into the scars exposed by removal of the vessel. CPH shall monitor and document recruitment of seagrasses into 0.057 acres of submerged bottom exposed by removal of derelict vessel at Cowpens Anchorage, Islamorada (24°57.750'N and 80°34.580'W). The SFWMD seagrass mitigation includes the monitoring of an area that is approximately 100 feet by 25 feet to record the recruitment of seagrass into an area impacted by an abandon, derelict barge.

CPH shall conduct a Baseline Monitoring Event to document conditions of the submerged bottom in the seagrass mitigation area at the start of the breakwater construction. The Baseline Monitoring Report shall identify the areal extent, distribution and relative abundance of seagrass, acreage and description of the area for seagrass recruitment and in the surrounding area, in narrative details and photographs.

After the Baseline Monitoring Event and Report, CPH shall conduct an annual assessment of the seagrass mitigation area, prepare a report of results for 5 years for submittal to the Client and SFWMD. CPH shall conduct 6 monitoring events and prepare 6 monitoring reports. Please note, if the survey results for the derelict vessel removal indicate that seagrass has not been successful in the mitigation area or that seagrass impacts in the area have occurred, the SFWMD may require the permittee to provide acceptable mitigation to offset those impacts.

ENV-5 Mangrove Planting

To mitigate for mangrove impacts, approximately 0.30 acre of red and/or black mangroves, as a living shoreline, will be planted along the restored breakwater based on availability for a total of 131 plants. Mangrove plantings are proposed along the breakwater toe-of-slope. Mangroves shall be installed by the Riley Encased Methodology (REM). REM was developed for the purpose of establishing mangroves along high-energy shorelines, revetments, and bulkheads where conventional planting methods are or maybe ineffective. The growth of the mangroves will determine when the REM materials (PVC pipe) should be removed.

All mangrove plants will be 1 (one) gallon, planted at a density of 10-foot centers. Mangroves will be acclimated to salt water for a minimum of 30 days prior to installation.

Mitigation Planting Specifications					
Common Name	Scientific Name	Status	Size	Spacing	Approx. Quantity
Zone 1 - Red Mangroves (-0.385 to -0.39 NAVD: 0.15 acres)					
Red mangrove	<i>Rhizophora mangle</i>	OBL	1 Gallon/ up to 4 ft	10' Centers	65
Zone 2 - Black mangroves (-0.39 NAVD to -0.395: 0.15 acres)					
Black mangrove	<i>Avicennia germinans</i>	OBL	1 Gallon/ up to 4 feet	10' Centers	66
TOTALS					
131					

ENV – 6 Mangrove Monitoring

The Baseline Monitoring Event documenting the conditions of the mangrove creation area shall be conducted. The event shall include a survey of the areal extent, acreage and cross-sectional elevations of the created areas and photographs of existing conditions. The location of each planted mangrove shall be recorded by a hand held GPS unit. The report shall also include a description of planted species, sizes, total number and densities of each plant species.

The monitoring program shall extend after the Baseline Report for a period of 5 years with annual reports submitted to the Client and the SFWMD. CPH shall conduct 6 monitoring events and prepare 6 monitoring reports. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. Please note the SFWMD requires 80% survival rate to be maintained throughout the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted. Additional plantings shall be addressed in additional services as needed.

During the baseline monitoring event permanent photo-monitoring stations will be established. The stations will be recorded via GPS. Monitoring events will include collection of data and photographs to determine the vegetative cover and composition of living shoreline and to note functions and wildlife usage of the site. Qualitative and Quantitative monitoring of planted mangroves will be documented. Each monitoring report will include:

- A brief introduction and overview of the site.
- A description of monitoring methodologies utilized.
- A presentation of monitoring results and summary of overall data.
- Observations of fish and wildlife utilization.
- Photographs from each photo monitoring station.
- An evaluation of the general trend of maintenance efforts.
- A discussion of site conditions relative to the permit success criteria.

ENV - 7 Maintenance Events

A maintenance program shall be implemented for the mangrove creation area on a regular basis to ensure the integrity and viability of those areas as permitted. During the 5 year monitoring period maintenance events shall occur annually. The mitigation area shall be maintained to control Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) results of the maintenance events shall be provided in the annual monitoring reports. Five maintenance events are proposed.

ENV-8 Benthic Survey

A post-construction benthic survey shall be conducted within one month of construction completion to assess the status and health of the remaining one *Siderastrea radians* (16 sq cm), 50 *Siderastrea siderea* (8,105.25 sq cm), and 10 *Solenastrea bournoni* (15,496 sq cm). The completed survey should be submitted to the Client and FKNMS (Steve Werndl at Stephen.Werndl@noaa.gov). Please note, additional mitigation may be required if any impacts to corals have occurred.

ENV-9 Annual Coordination

CPH shall coordinate with the Client and agencies throughout the duration of the project. Tasks to be performed include:

- CPH shall submit compliance documents to SFWMD as required by the permit.
- CPH anticipates up to two Teams (2) meetings.
- CPH shall coordinate with the Client and others as necessary during the performance of mitigation monitoring compliance tasks.
- Any accidental damage to stony corals during construction must be reported immediately to FKNMS and construction operations in the area of observed damage must cease until guidance is provided by FKNMS. CPH shall contact the Client and FKNMS (Steve Werndl at (305) 434-9371) for notification of damage.

ENV-10 Monitoring Schedule

The project schedule is provided in Section 2.0 of this proposal and commences at the Pre-construction Meeting in July 2024 and continues through agency sign-off of the mitigation areas. Monitoring will be conducted for a period of five consecutive years after the Baseline Monitoring Report for seagrass and mangrove mitigation areas. The monitoring schedule is subject to change based upon the construction progress.

1.2 Additional Services

Additional services shall include other services not provided in Section 1.1 above. Additional Services shall be provided on a time and materials basis as approved by the Islamorada, Villages of Islands.

2.0 COST AND COMPENSATION

2.1 Basic Services

The Table provided below, outlines the anticipated mitigation events and reports, maintenance events and additional tasks as required for compliance with the SFWMD Permit and FKNMS requirements.

Estimated Construction, Monitoring, and Maintenance Schedule*		
Event	Calendar Due Date	Lump Sum
Attend Pre-construction Meeting & Site Review	June 2024	\$2,490
Seagrass & Coral Marking	June 2024	\$7,995
Estimated Construction Start Date	July 2024	N/A
SFWMD Minor Modification	July 2024	\$1,950
Seagrass Mitigation Baseline Monitoring Event	August 2024	\$5,900
Seagrass Mitigation Baseline Monitoring Report	October 2024	\$4,775
Estimated Construction Completion in Mangrove Planting Area	February 2025	N/A
Mangrove Planting	March/April 2025	\$8,600
Mangrove Mitigation Baseline Monitoring Event	April 2025	\$3,780
Mangrove Mitigation Baseline Monitoring Report	June 2025	\$3,990
Seagrass Mitigation Monitoring Event-Year 1	August 2025	\$4,665
Seagrass (Year 1) Mitigation Monitoring Report	September 2025	\$4,200
Annual Coordination	2024- 2025	\$2,000
Maintenance Event #1	August 2025	\$1,000
Seagrass (Year 2) & Mangrove (Year 1) Mitigation Monitoring Event	August 2025	\$7,153
Seagrass (Year 2) & Mangrove (Year 1) Mitigation Monitoring Report	September 2025	\$5,900
Annual Coordination	2025-2026	\$2,000
Maintenance Event #2	August 2026	\$1,100
Seagrass (Year 3) & Mangrove (Year 2) Mitigation Monitoring Event	August 2026	\$7,153
Seagrass (Year 3) & Mangrove (Year 2) Mitigation Monitoring Report	September 2026	\$5,900
Annual Coordination	2026- 2027	\$1,700
Maintenance Event #3	August 2027	\$1,100
Seagrass (Year 4) & Mangrove (Year 3) Mitigation Monitoring Event	August 2027	\$7,153
Seagrass (Year 4) & Mangrove (Year 3) Mitigation Monitoring Report	September 2027	\$5,900
Annual Coordination	2027-2028	\$2,000
Maintenance Event #4	August 2028	\$1,200

Seagrass (Year 5) & Mangrove (Year 4) Mitigation Monitoring Event	August 2028	\$7,278
Seagrass (Year 5) & Mangrove (Year 4) Mitigation Monitoring Report	September 2028	\$5,900
SFWMD Site Inspection of Seagrass Mitigation Area	Nov-Dec 2028	\$2,570
Annual Coordination	2028-2029	\$1,500
Maintenance Event #5	August 2029	\$1,200
Mangrove (Year 5) Mitigation Monitoring Event	August 2029	\$3,300
Mangrove (Year 5) Mitigation Monitoring Report	September 2029	\$2,970
SFWMD Site Inspection of Mangrove Mitigation Area	Nov-Dec 2029	\$950
Coral Survey & Report	Nov-Dec 2029	\$11,976
Seagrass and Coral Marking Removal	Nov-Dec 2029	\$990
Annual Coordination	2029-2030	\$1,000
		\$139,238

*Subject to change based upon construction start date & completion

Costs broken down by Fiscal Year

Fiscal Year	Cost
2023-2024	\$18,335
2024-2025	\$46,063
2025-2026	\$16,153
2026-2027	\$15,853
2027-2028	\$16,378
2028-2029	\$11,540
2029-2030	\$14,916

2.2 Additional Services

Invoices for Additional Services will be provided on an hourly plus expense reimbursement basis. Invoices for Additional Services will be submitted monthly.

3.0 RESPONSIBILITIES OF OTHERS

- The Client shall guarantee access to and make provisions for CPH to enter public or private lands as required by CPH to perform their work under this Agreement.

4.0 SERVICES NOT INCLUDED

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

- Special meetings with agencies, other consultants or Client not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Any other issues not specifically described in this proposal

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.