

**RESOLUTION NO. 18-12-126**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A WORK AUTHORIZATION WITH CPH, INC. FOR THE FOUNDERS PARK BREAKWATER REPAIRS PROJECT PHASE 1; 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**, the breakwater at Founders Park plays a vital role to Islamorada, Village of Islands (the "Village") by safeguarding the park's harbor, vessels, and marine facilities from wave-induced energy generated from Florida Bay; and

**WHEREAS**, the breakwater, constructed in 1961, has suffered structural damage and erosion from repeated wash-over from tidal activity, boat wakes, sea level rise and hurricane related storm surge; and

**WHEREAS**, these processes have caused several wash-outs along the breakwater, thereby exposing the harbor to wave energy from Florida Bay; and

**WHEREAS**, since construction, the breakwater has not received any structural maintenance or repair and is currently extremely vulnerable to further erosion; and

**WHEREAS**, given the potential for future storm surge, sea level rise, and further erosion, the Village is seeking to make repairs to the breakwater to safeguard the harbor and marine facilities; and

**WHEREAS**, while the State of Florida owns the sovereign submerged lands containing the breakwater; the Village has entered into a Temporary Use Agreement with the State for the breakwater; and

**WHEREAS**, the Village is currently seeking a sovereign submerged lands public easement of the breakwater which will allow the Village to perform the necessary repairs while also giving long-term rights for management and maintenance of the breakwater; and

**WHEREAS**, the Village is in need of an independent contractor to provide structural engineering design services for breakwater reconstruction and repairs; and

**WHEREAS**, through an evaluation process of four proposals submitted for this project, Village staff selected CPH, Inc (“CPH”) to perform these services; and

**WHEREAS**, the Village has a current Continuing Services Agreement (“CSA”) with CPH through June 2020 for engineering and architectural services; and

**WHEREAS**, CPH has proposed a phased approach toward design of breakwater repairs; and

**WHEREAS**, within this first phase, outlined in Exhibit “1” attached hereto, CPH has proposed to identify the required environmental studies, conduct initial surveying, meet with agencies having jurisdiction over the project to establish permitting requirements, prepare conceptual design drawings, establish a preliminary construction budget for the overall project, and assist with the application for the sovereign submerged lands public easement; and

**WHEREAS**, the Village’s adopted FY 2018-2019 Capital Projects Fund budget included One Hundred Thousand Dollars (\$100,000.00) for the Project; and

**WHEREAS**, CPH’s cost proposal for the services is Thirty-Seven Thousand Seven Hundred Twenty-Five Dollars (\$37,725.00), with additional reimbursable expenses not to exceed Five Hundred (\$500.00); and

**WHEREAS**, the Village Council, upon recommendation of the Village Manager, desires to approve Work Authorization No. 3 with CPH to provide the “Scope of Services” for the first phase of Founders Park Breakwater Project, at a cost not to exceed Thirty-Eight Thousand Two Hundred Twenty-Five Dollars (\$38,225.00), as set forth in Exhibit “A” attached hereto.

**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 herein by reference.

**Section 2. Approval of Work Authorization.** The Village Council hereby approves Work Authorization No. 3 for CPH as set forth in Exhibit “A” attached hereto, to provide the Engineering Scope of Services for the first phase of the Founders Park Breakwater repair, at a cost not to exceed Thirty-Eight Thousand Two Hundred Twenty-Five Dollars (\$38,225.00).

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are hereby 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 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 its adoption.

Motion to adopt by Councilwoman Cheryl Meads, seconded by Vice Mayor Mike Forster.

**FINAL VOTE AT ADOPTION**

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

Mayor Deb Gillis	YES
Vice Mayor Mike Forster	YES
Councilman Ken Davis	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

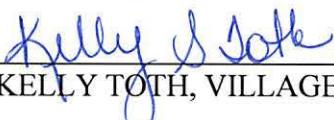
**PASSED AND ADOPTED ON THIS 13<sup>TH</sup> DAY OF DECEMBER, 2018.**



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DEB GILLIS, MAYOR

ATTEST:



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KELLY TOTH, VILLAGE CLERK

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



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ROGET V. BRYAN, VILLAGE ATTORNEY

**PROJECT AGREEMENT**

Between

**ISLAMORADA, VILLAGE OF ISLANDS**

And

**CPH, INC.**

For

**Work Authorization No. 3**

**Engineering & Surveying 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 June 10, 2015, 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:

- *Conduct a study to evaluate and summarize the requirements for the reconstruction of the existing breakwater and prepare conceptual drawings, surveys required for agency permitting, project schedule and project cost estimate including design and construction costs.*

- *Perform a preliminary ecological assessment on the project area, including public data base research and field investigation and prepare a location map, FLUCFCS Map, Environmental Resources Map and Species Map for inclusion into the final report.*
- *Provide preliminary coastal engineering services including a background review, site visit, conceptual design and preapplication meetings with the US Army Corps of Engineers, the Florida Department of Environmental Protection and Monroe County, if necessary, to review the project and permitting requirements and prepare a summary technical report of the feasibility analysis and recommendations for detailed design and permitting.*
- *Prepare a Topographic Survey*
- *Assist with the application of the sovereign submerged lands public easement by providing two prints of a signed and sealed sketch and legal description of the repair completed by a professional surveyor*

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, **April 30, 2019**, 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 Thirty-Nine Thousand Dollars (**\$39,000.00**) 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.

5.2 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.

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

5.4 Retainage. The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed, as

applicable. Said retainage may be withheld at the sole discretion of the VILLAGE and as security for the successful and timely completion of the CONSULTANT'S duties and responsibilities under this Project Agreement.

5.5 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

## SECTION 6. TERMINATION/SUSPENSION

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

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

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

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any

reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

#### SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

<u>NAME</u>	<u>FUNCTION</u>
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 June 10, 2015, 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.

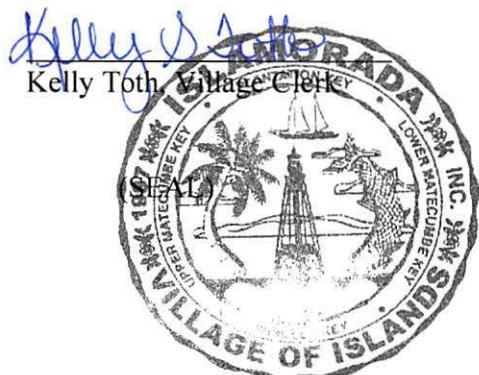
**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Seth Lawless  
Seth Lawless, Village Manager

The 14<sup>th</sup> day of December, 2018.

AUTHENTICATION:



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

  
\_\_\_\_\_  
Roget V. Bryan, Village Attorney

**CONSULTANT**

**CPH, INC.**

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

Print Name: David A. Gierach  
\_\_\_\_\_  
\_\_\_\_\_

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

The 10 day of December, 2018.

AUTHENTICATE:

  
\_\_\_\_\_  
\_\_\_\_\_

Secretary

Patricia Hunt  
\_\_\_\_\_  
\_\_\_\_\_

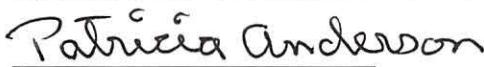
Print Name  
\_\_\_\_\_  
\_\_\_\_\_

(CORPORATE SEAL)

WITNESSES:

  
\_\_\_\_\_  
\_\_\_\_\_

Print Name: Cindy Valentin  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_

Print Name: Patricia Anderson  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
CPH, INC.  
AND  
VILLAGE OF ISLAMORADA  
FOR  
FOUNDERS PARK BREAKWATER PROJECT**



**IN  
ISLAMORADA, FLORIDA**

**November 9, 2018**

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensations. Part II (attached) contains the CPH's Standard Hourly Rate Table and Standard Contract Provisions, which are the general terms of the engagement between Village of Islamorada, herein after called the "CLIENT", and CPH, Inc., herein after called "CPH".

**PART I**

**PROJECT DESCRIPTION**

CLIENT proposes to reconstruct the existing 1,800, ± LF breakwater at the Founders Park Yacht Basin, located in Islamorada, Florida. To assist with effort, CPH will prepare a study to summarize the project requirements, conceptual design, required studies, permits, project schedule, and preliminary construction cost. It is our understanding that the study will include an analysis on raising the existing elevation of the breakwater, providing a walkway on top of the breakwater, and the construction of fishing platforms. CPH will take the lead role as the project coordinator for the CLIENT, handling the coordination of the other project consultants to assure the timely completion and permitting of the project in a cost effective manner.

**SCOPE OF SERVICES**

**A. CIVIL ENGINEERING**

**1.0 PROJECT STUDY AND CONCEPTUAL DESIGN**

CPH will perform a Project Study to evaluate and summarize requirements for the reconstruction of the existing breakwater. CPH will gather and review existing drawings and permits on file with local and state agencies. We will review permitting requirements with agencies having jurisdiction over the project. Once this information is gathered, we will prepare conceptual drawings to detail the reconstruction of the breakwater. CPH will summarize studies and surveys required for agency permitting, a project schedule, and project cost estimate including design and construction costs.

**B. ENVIRONMENTAL SERVICES**

**1.0 PRELIMINARY ECOLOGICAL ASSESSMENT**

CPH shall perform a preliminary ecological assessment on the subject project area. Tasks to be completed include the following:

**Public Data Base Research:** CPH will perform a search of readily available public data bases for historical or existing regulatory approvals/authorizations. CPH shall review the readily available files and summarize the findings. CPH will review Florida Fish and Wildlife

Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) web based files and distribution mappings, and review the Atlas of Breeding Sites of Herons and Their Allies (FFWCC) to identify recorded listed species within the project site or within the vicinity of the subject property. CPH will also review Florida Natural Areas Inventory web based files for the recorded presence of protected species within the subject project vicinity.

**Field Investigation:** CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened, endangered, or special concern) and environmental sensitive resources within and adjacent to the project limits. The approximate location of all observed protected species and approximate extent and configuration of jurisdictional areas will be on a Environmental Resources Map or FLUCFCS map overlain on an aerial photograph print. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statue 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).

**Graphics:** CPH shall prepare a location map, FLUCFCS Map, Environmental Resources Map, and Species Map, at a minimum, for inclusion into the final report.

**Report:** CPH shall prepare a report summarizing observed protected species, environmental resources within or adjacent to the project area, potential permitting strategies, regulatory considerations and results of the public data base search to assist with project planning. The Client shall receive an electronic copy of the report and figures.

## C. COASTAL ENGINEERING

### **1.0 PRELIMINARY COASTAL ENGINEERING**

CPH thru its sub-consultant will provide Preliminary Coastal Engineering services to include:

**Background review:** This task will consist in reviewing the background information provided, which will include recent topographic surveys (CPH), historical aerial photographs, environmental assessments (CPH), tide data, wave records, existing permits, etc ...

**Site visit:** H&M staff will meet with CPH staff on site to review field conditions and discuss specifics of the project.

**Conceptual design:** H&M will provide input and assist in the development of a conceptual design.

**Pre application meetings:** H&M will schedule and conduct pre-application meetings with the US Army Corps of Engineers and the Florida Department of Environmental Protection and Monroe county if necessary to review the project and permitting requirements.

The deliverable will be a summary technical report of the feasibility analysis and recommendations for detailed design and permitting.

## D. SURVEYING

**Topographic Survey:** CPH to perform a Topographic Survey as per Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Data will be collected at 50' cross sections within the project area (see "Survey Site Exhibit" attached for limits) to include top of water, toe of slope, and 25' out from toe of slope on each side.

- Signed and sealed Topographic Survey

**State Plane:** The project coordinate system will be based horizontally on the North American Datum 83 (NAD 83). The project will be referenced to state plane coordinates by field locating published control points. The National Geodetic Survey control points will be researched and verified in the field. This base of reference will be used to establish the coordinate system for the project.

**Benchmarks and Horizontal Control:** The project will be based on the North American Vertical Datum 88 (NAVD 88). The project will be referenced to these published elevations by field locating published benchmarks. The National Geodetic Survey benchmarks will be researched and verified in the field.

#### SURVEY SITE EXHIBIT



The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: Boundary Survey, ALTA/NSPS Land Title Survey, As-built Survey, Platting, Soil Borings, Sketch and Descriptions, Wetland Location/Delineation, Tree Location, Ordinary High Water/Mean High Water Location and Underground Utility Location/Designation.

## CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. In the performance of these services, CPH will coordinate its efforts with those of other project team members as required. The CLIENT shall provide CPH with project-related technical data including, but not limited to, the following:

- Project size, location, identification number, and building program.
- Current title commitment and any existing boundary and topographic surveys and plats. If CPH is not performing surveying services as part of the contract, CLIENT to provide current boundary and topographic information in AutoCAD 14 or more recent version, or DXF format.
- Previous Environmental investigation reports.
- Previous Geotechnical investigation reports.
- Master plan or development plans for the overall project. Preferably in AutoCAD 14 or more recent version, or DXF format.
- Any other pertinent information concerning this project to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the CLIENT and is exclusive of CLIENT and local review of interim products. If the CLIENT requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

## COMPENSATION

### Labor

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

Phase No.	Phase Description	Billing Method	Fee
A.	<b>CIVIL ENGINEER</b>		
1.0	Project Study and Conceptual Design	Lump Sum	\$8,500.00
B.	<b>ENVIRONMENTAL SERVICES</b>		
1.0	Preliminary Ecological Assessment	Lump Sum	\$6,870.00
C.	<b>COASTAL ENGINEERING</b>		
1.0	Preliminary Coastal Engineering	Lump Sum	\$15,000.00
D.	<b>SURVEYING</b>		
1.0	Surveying Services	Lump Sum	\$7,355.00

## **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.

## **SERVICES NOT INCLUDED**

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

- Geotechnical studies and additional testing required by the regulatory agencies.
- Off-site utility analysis and design.
- Off-site storm water analysis and design.
- Bidding assistance.
- Change Order preparation.
- Pay request review

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

## **CPH, INC. AUTHORIZATION**

By:

  
Todd Hendrix, P.E.

Sr. Vice President / Associate

Date:

  
Nov 9, 2018

## CLIENT AUTHORIZATION

Village of Islamorada agrees with Part I which includes the Scope of Services and Compensation Schedule. Part II contains CPH's Standard Contract Provisions referenced as Exhibit A and CPH's Standard Hourly Rate Schedule referenced as Exhibit B (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between CPH, Inc. and Village of Islamorada.

Total Labor Fees for services proposed herein: \$37,725.00 plus reimbursable expenses.

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

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

This proposal is void if not executed and returned to CPH within 30 days of CPH's execution of the proposal.

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

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

By: Seth Lawless  
Signature

Seth Lawless  
Printed Name

Title: Village Manager  
Date: 12/14/18