

## **RESOLUTION NO. 18-12-125**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A PROJECT AGREEMENT WITH WOOD ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS, INC. FOR PROFESSIONAL SERVICES FOR A CANAL 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**, the Islamorada, Village of Islands (the "Village") is a member of the Water Quality Protection Program Canal Restoration Advisory Subcommittee which was established to address impaired water quality conditions and to carry out the Canal Management Master Plan (CMMP) within Monroe County; and

**WHEREAS**, on November 14, 2013, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 13-11-85, thereby approving ten (10) demonstration canal projects in rank order by technology group based on the evaluation process of the Water Quality Protection Program Subcommittee on Canal Restoration; and

**WHEREAS**, three (3) canal restoration projects have been initiated by the Village to date; one of which is operational while the other two remain under repair following Hurricane Irma; and

**WHEREAS**, the fourth ranked Islamorada canal for restoration, Canal No. 132 Plantation Lake Estates, has been selected as the fourth project to be implemented; and

**WHEREAS**, this project would be part of the ongoing efforts to complete the Village's demonstration canal restoration project(s) and to make water quality improvement within canals and near shore waters; and

**WHEREAS**, the Village is in need of an independent contractor to provide engineering design and permitting services for this project; and

**WHEREAS**, the Village sought the expertise of WOOD Environmental & Infrastructure Solutions ("WOOD") to develop a "Scope of Services", detailed in Exhibit "1" attached hereto, for this project; and

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

**WHEREAS**, throughout the course of its canal restoration program, the Village has utilized the services of WOOD (formerly “AMEC”) for canal restoration services; and

**WHEREAS**, this project would utilize an air curtain/weed barrier and a planned gravity flow injection well to improve water quality; and

**WHEREAS**, the estimated cost to the Village for the design, permitting and coordination of the project is \$50,000.00; and

**WHEREAS**, the Village’s adopted FY 2018-2019 Capital Projects Fund budget included Fifty Thousand Dollars (\$50,000.00) for the project; and

**WHEREAS**, the Village Council determines that this canal restoration project is in the best interests 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 herein by reference.

**Section 2. Approval of Work Authorization.** The Village Council hereby approves Work Authorization No. 2 with WOOD as set forth in Exhibit “A” attached hereto, for Canal 132 Air Curtain Design & Permitting and Gravity Flow Injection Well Conceptual Design for Permit Evaluation.

**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 Councilman Jim Mooney, seconded by Councilman Ken Davis.

**FINAL VOTE AT ADOPTION**

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

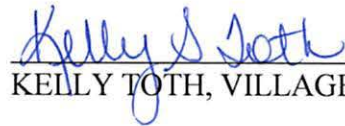
Mayor Deb Gillis	YES
Vice Mayor Mike Forster	YES
Councilman Ken Davis	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

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



DEB GILLIS, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

**PROJECT AGREEMENT**

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

**WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**

For

Work Authorization No.   2  

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

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

The VILLAGE and CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the Project as described in the "Scope of Services" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement between the VILLAGE and CONSULTANT, dated September 14, 2018, 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:

- *Site Survey, Engineering Report, and Ecological Report of the site conditions;*
- *Final Signed and Sealed Construction Plans, Technical Specifications, and Engineers Cost Estimate;*

- *Received permits from SFWMD, USACE, FKNMS, and the Village;*
- *Request for Proposal package;*
- *Engineering Report of the site conditions;*
- *Pre-Permitting Gravity Flow Injection Well Conceptual Design 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, 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 "Schedule," a copy of which is included in this Agreement within Exhibit "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

### SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Fifty Thousand Dollars **(\$50,000.00)** 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 that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

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

5.4 **Retainage.** The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed, as applicable. Said retainage may be withheld at the sole discretion of the VILLAGE and as security for the successful and timely completion of the CONSULTANT'S duties and responsibilities under this Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested

by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

#### **SECTION 6. TERMINATION/SUSPENSION**

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

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

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

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

## **SECTION 7. PERSONNEL ASSIGNED TO PROJECT**

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

<b><u>NAME</u></b>	<b><u>FUNCTION</u></b>
<u>Greg Corning, PE</u>	<u>Project Manager</u>
<u>Stephen Hanks, PE</u>	<u>Senior Engineer</u>
<u>Ricardo Fraxedas, PE</u>	<u>Principal</u>
<u>Mark Tomczyk, PE</u>	<u>Office Manager</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

## **SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT**

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and CONSULTANT, dated September 14, 2018, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

## **SECTION 9. SEVERABILITY**

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.



IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its \_\_\_\_\_, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

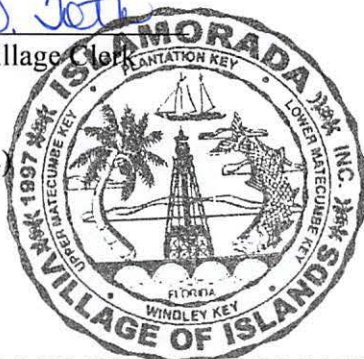
By: Seth Lawless  
Seth Lawless, Village Manager

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

AUTHENTICATION:

Kelly S. Toth  
Kelly Toth, Village Clerk

(SEAL)



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

[Signature]  
Roget V. Bryan, Village Attorney

CONSULTANT

WOOD ENVIRONMENT & INFRASTRUCTURE  
SOLUTIONS, INC.

By: Ricardo Fraxedas

Print Name: RICARDO FRAXEDAS

Title: CHIEF ENGINEER

The 18<sup>TH</sup> day of DECEMBER, 2018.

AUTHENTICATE:

\_\_\_\_\_  
Secretary

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

(CORPORATE SEAL)



WITNESSES:

MStellw

Print Name: Melissa Santesteban.

Maggie Proenza Kana

Print Name: MAGGIE Proenza Kana/GS

## **Exhibit "1"**

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

**Subject: Proposal for Canal 132 Air Curtain Design & Permitting and Gravity Flow Injection Well Conceptual Design for Permit Evaluation Islamorada, Florida**

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this proposal to Village of Islamorada for canal restoration in canal 132 Plantation Key. As we discussed, Wood suggests that the project be performed in the following three phases: (1) air curtain design, permitting, and construction procurement, (2) conceptual design and pre-application meetings for gravity flow injection well assessment, and (3) gravity flow injection well design, permitting, and construction procurement. The proposed scope of work includes phases 1 & 2, and a proposal for phase 3 of the project will be provided once the scope has been better defined.

The objective of the demonstrated canal restoration technology air curtain is to improve water quality by mitigating the migration of floating weed wrack into the canal system. .

Additionally, due to the stagnant water flow within the system, Wood is recommending an additional demonstration technology, gravity flow injection well, to increase flushing by allowing the incoming tide to move through the canal and infiltrate into the subsurface through a gravity flow injection well. Wood will prepare a conceptual gravity flow injection well design for submittal to the Florida Department of Environmental Protection's (FDEP's) Underground Injection Control (UIC) permitting division for their review and recommendation on specific requirements which will be incorporated into the Phase 3 design and permitting proposal.

The following sections describe the proposed scope of services, baseline schedule for our deliverables and proposed fees.

### **SCOPE OF SERVICES**

#### **Phase 1: Air Curtain Design, Permitting, and Construction Procurement**

##### **Task 1: Data Collection and Assessment**

This task consists of field data collection to support design; including bathymetry, site constraints, and existing ecological communities.

##### **1A: Bathymetric Survey**

A topographic and bathymetric survey at the mouth of the canal will be completed to document the current conditions. The surveys will be carried out utilizing a survey grade GPS unit operating in Real Time Kinematic (RTK) mode mounted atop an adjustable height rod. The apparatus will be used to traverse the mouth of canal where the diffusers will be placed and at the headwall of the boat ramp to establish water column depth. The survey and all subsequent work will be relative to the North American Datum of 1983/2011 Adjustment (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88) based on nearby National Geodetic Survey (NGS) and/or Florida Department of Transportation (FDOT) horizontal and vertical geodetic control monuments. All 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. A signed and sealed survey map will be prepared for the design and permitting of the project.

##### **1B: Engineering & Ecological Evaluation**

This task consists of a site visit to verify the aerial photo and *Canal Management Master Plan* database information including site access, potential staging area conditions, and other site logistical and permitting items. A site sketch and site photographs will be obtained.

Wood will attend a coordination meeting with the Village and the homeowner's association to discuss the project.

A mangrove wetlands delineation will be provided to document the presence of red mangroves within the project footprint in accordance with Florida Administrative Code, Chapter 62-340, the USACE 1987 Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual. Wetlands, including mangroves, will be evaluated utilizing the FDEP Uniform Mitigation Assessment Method (UMAM) to assess the direct and indirect impacts as well as to determine the appropriate compensatory mitigation, if any.

Benthic scientists permitted by the Florida Keys National Marine Sanctuary will conduct an in-water survey of the benthos to identify the presence of sensitive aquatic resources (i.e. seagrasses, corals, or sponges) within the immediate area of the proposed project. The findings of the above referenced biological surveys will be provided in a project narrative (biological write-up) for submittal with the permit application.

## **Task 2: Design Plans**

### **2A: Preliminary Design Documents**

Wood will prepare a preliminary construction submittal. The Construction Documents will include each of the following components:

- **Construction Plans** – depicting site impacts, equipment layout, and utilities.
- **Specifications** – Technical specifications for the project, using Village Standards where applicable, other accepted industry specifications if needed (i.e. FDOT, SFWMD, etc.) or developed specifically for this project application if necessary.
- **Schedules** –A detailed construction schedule will be prepared, working closely with the Village and the homeowners.
- **Estimate of Construction Cost** – The cost for the canal restoration will be refined throughout the design process and a detailed Engineer's Opinion of Probable Cost will be prepared and submitted with the final construction documents.

Preliminary design plans and specifications will be submitted to the Village for review and comment. Comments received will be addressed and resolved to the satisfaction of the Village as soon as practicable so as to not delay the design.

### **2B: Final Construction Documents Completion Submittal**

Wood will update the plans, specifications, and costing as required in response to feedback from the Village and regulatory comments. Comments received from the Village will be addressed and resolved prior to the submittal of the final construction documents and design specifications. The final design plans will include an existing site plan, proposed site plan, equipment locations, erosion and sediment control plans, and construction details.

## **Task 3: Permit Application Assistance**

Pre-permit application meetings will be held with required permitting agencies using the preliminary design plans. Comments will be received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans.

Permit applications will be submitted to the following agencies:

- SFWMD
- USACE
- FKNMS
- Village

Wood will respond to Requests for Additional Information (RAI) for each permit application. Permit fees to the SFMWD are included but permit fees to the Village are not included as they are not known at this time.

If impacts to wetlands or benthic resources are identified, Wood will coordinate appropriate mitigation either onsite or through the purchase of mitigation credits. Costs to purchase mitigation credits are not included in the cost estimate as it is unknown at this time if mitigation will be required.

#### **Task 4: Support In Procurement Of A Construction Contractor**

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

- a) Prepare a Request for Proposal (RFP) Package which will include the 100% Construction documents completed by Wood
- b) Respond to applicable Proposers' Requests for Information (RFI's) and assist in the preparation of answers.
- c) Attend a Pre-Proposal Conference and site walk-through and prepare meeting minutes.
- d) Conduct a Responsibility Review of the Proposals.
- e) Attend a Pre-Award Conference with the Village, to discuss the Proposer's qualifications and understanding of the Project, if required.

### **Phase 2: Gravity Flow Injection Well Conceptual Design and Pre-Application Meetings**

#### **Task 1: Data Collection and Assessment**

This task consists of field data collection to support conceptual design plans for the gravity flow injection well, in the vicinity of the boat ramp on Harbor Dr.

##### **1A: Engineering Evaluation**

This task consists of a site visit to verify the aerial photo and *Canal Management Master Plan* database information including site access, potential staging area conditions, and other site logistical and permitting items. A site sketch and site photographs will be obtained.

#### **Task 2: Conceptual Design Plans and Pre- Application Meeting**

Wood will prepare a conceptual design package for a gravity flow injection well for submittal to the FDEP's UIC permitting section to facilitate the determination of the scope of analysis for a UIC permit application. Wood has held preliminary discussions with the FDEP, and it is anticipated that the gravity flow injection well be permitted as a Class V, Group 6 stormwater injection well. However, due to the FDEP's uncertainty regarding the proposed application, the scope of the permit application package is ambiguous. Preliminary conversations with the FDEP UIC permitting division indicate that the proposed application is unique, and that they are unable to properly define the scope of the permit application and supporting information at this time. Therefore, the conceptual design will be prepared and submitted along with available relevant site data to facilitate the FDEP's understanding of the application; so that the analysis necessary to demonstrate that the proposed technology can be permitted in accordance with state regulations can be defined.

To assist the FDEP's evaluation of the proposed gravity flow injection well, Wood will provide graphical depiction of the design, as well as the following supporting information: a design objective narrative, tidal conditions from published tidal stations, hydrogeologic conditions from published literature, estimates of potential flow rates and volumes, pertinent available water quality data, and equipment specifications for the intake structure and the backflow prevention check valve. The conceptual gravity flow injection well will likely be located at the boat ramp on Harbor Dr and will be a 24-inch diameter well with PVC casing to 80 feet below land surface (bls) and an open hole interval to 120 feet bls.

The proposed scope includes one teleconference with the FDEP to discuss the conceptual design package and the scope of analysis for the permit application.

Once the scope of the permit application has been defined, Wood will submit the phase 3 proposal to the Village for approval.

## **DELIVERABLES:**

### **Phase 1:**

Task 1: Site Survey, Engineering Report, and Ecological Report of the site conditions.

Task 2: Final Signed and Sealed Construction Plans, Technical Specifications, and Engineers Cost Estimate

Task 3: Received permits from SFWMD, USACE, FKNMS, and the Village

Task 4: Request for Proposal package

### **Phase 2:**

Task 1: Engineering Report of the site conditions

Task 2: Pre-Permitting Gravity Flow Injection Well Conceptual Design package

## **SCHEDULE**

Wood is prepared to initiate the services within one business week of receipt of authorization. Our field activities are expected to encompass a maximum of 21 days, unless field condition limitations are encountered. The preliminary air curtain design package will be provided 30 days following the field visit, and the final design package will be provided within 15 days of the receipt of comments. The permit application will be submitted 15 days following completion of the final design package, and the RFP will be provided 30 days following the submittal of the permit package. The conceptual gravity flow injection well design package will be provided 30 days following the completion of field activities.

## **FEES**

Based upon our experience and our understanding of the project requirements, we propose to perform the outlined scope of services on a not to exceed time and material basis of \$50,000.00. Below is the breakdown of cost per phase and task:

### **Phase 1:**

Task 1: \$13,347.90

Task 2: \$12,655.00

Task 3: \$6,767.00

Task 4: \$3,320.00

Total: \$36,089.90

### **Phase 2:**

Task 1: \$3,510.10

Task 2: \$10,400.00

Total: \$13,910.10

## **ASSUMPTIONS**

1. All areas can be accessed safely and access to all areas is permitted during the assessment.
2. Wood will be allowed full and exclusive access to those areas or sites being inspected.
3. Our field work can be performed during normal working hours (defined as Monday through Friday, 7:00 a.m. to 6:00 p.m.).
4. Our field work will not be hindered by any on-site activities of others.

5. Any information that the Village has regarding drawings, repairs, updates, installation of equipment or utilities, or permitted work performed will be provided to us prior to our field visit.
6. Wood will not design or prepare documents to support the Village's request for permits, during phase 2. Wood will deliver a scope of services for phase 3, on completion of phase 2.

### **Closing**

We appreciate this opportunity to offer our professional services to the Village on this project. We look forward to working with the Village and are committed to providing the services required for successful completion of this important project within the time frame required.

If you have any questions or comments regarding this proposal, please contact Greg Corning by email at [Greg.Corning@woodplc.com](mailto:Greg.Corning@woodplc.com) or by telephone at (314) 920-8359.

Sincerely,

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

Ricardo Fraxedas, PE  
Office Manager

Stephen Hanks, PE  
Senior Engineer

Greg Corning, PE  
Project Manager