

**RESOLUTION NO. 19-04-19**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATION OF THE RFP 19-03 EVALUATION COMMITTEE FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES RELATED TO CONSTRUCTION OF A VENETIAN SHORES STORMWATER MANAGEMENT SYSTEM; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Venetian Shores development experiences stormwater management problems, even during small rain events; and

**WHEREAS**, the South Florida Water Management District (“SFWMD”) awarded Islamorada, Village of Islands (the “Village”) a grant for construction of a stormwater management system along Bayview Drive, Villa Bella Drive and a portion of Venetian Boulevard within Venetian Shores; and

**WHEREAS**, the Village contracted Ferreira Construction Southern Division Co., Inc. (“Ferreira”) for the construction of a stormwater management system for Bayview Drive, Villa Bella Drive and a portion of Venetian Boulevard (the “Project”); and

**WHEREAS**, the Village needs a Florida licensed engineer capable of efficiently providing all necessary expertise, personnel, tools, materials, equipment, transportation, supervision and overall services to oversee, manage and inspect the construction of the Project; and

**WHEREAS**, the Village advertised a Request for Proposals (RFP 19-03) for Construction Engineering and Inspection (“CEI”) Services from February 25, 2019 through March 29, attached as Exhibit “A” hereto; and

**WHEREAS**, the Village Clerk received two (2) proposals in response to RFP 19-03; and  
**WHEREAS**, the Village Manager created an Evaluation Committee (the “Committee”) to review responsive proposals and make a recommendation to the Village Council for the selection of the contractor; and

**WHEREAS**, the Committee reviewed the two (2) proposals received using the selection criteria and point system detailed in the RFP and ranked the proposals as follows:

<u>Bid Rank</u>	<u>Proposer/Firm Name</u>	<u>Proposal Cost</u>	<u>Points (out of 420)</u>
1.	CSA Group	\$43,180.00	372
2.	Weiler Engineering Corporation	\$74,870.00	366

**WHEREAS**, the Committee recommends CSA Group for selection as the top-ranked proposer; and

**WHEREAS**, the Village Council desires to approve the rankings and select the recommended firm to provide CEI services for Project; and

**WHEREAS**, the Village Council has determined that the procurement and utilization of these 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 Ranking.** The Village Council of Islamorada, Village of Islands hereby approves the Committee’s final rankings and recommendation.

**Section 3.**    **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to accept the proposal from CSA Group for twenty-four (24) hours per week of CSI services and to negotiate the terms and conditions of a

Professional Services Agreement with CSA Group to be subsequently presented to the Village Council for approval.

**Section 4.**    **Effective Date.**    This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Ken Davis, second 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 4<sup>TH</sup> DAY OF APRIL, 2019.**



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DEB GILLIS, VILLAGE 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

## EXHIBIT "B"



**ISLAMORADA, VILLAGE OF ISLANDS  
REQUEST FOR PROPOSALS  
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR CONSTRUCTION OF VENETIAN SHORES STORMWATER MANAGEMENT  
SYSTEM  
(RFP 19-03)**

**Issue Date: February 25, 2019**

Islamorada, Village of Islands (the "Village"), will receive proposals from its current library of Civil Engineering and Drainage Engineering firms to provide construction engineering and inspection services for the construction of Venetian Shores Stormwater Management System, located at Venetian Shores in Islamorada, Florida.

Interested firms are invited to submit Proposals for consideration in accordance with this RFP to the Village Clerk. Original signed Proposal Documents, an electronic copy in Adobe Acrobat PDF format, and three (3) hard copies of the Proposal Documents must be received prior to **3:00 p.m. Eastern Standard Time (EST) on March 29, 2019** by:

Village Clerk  
Islamorada, Village of Islands  
Village Administrative Center, 3<sup>rd</sup> Floor  
86800 Overseas Highway  
Third Floor  
Islamorada, Florida 33036  
Telephone: (305) 664-6412  
Fax: (305) 664-6466

It is the sole responsibility of the firm to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

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### **I. PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified firms to provide construction engineering and inspection services for the construction of Venetian Shores Stormwater Management System in Venetian Shores, Islamorada, Florida.

## **II. BACKGROUND AND HISTORY**

### **Description of the Village**

Islamorada, Village of Islands (the “Village”) is a municipality located in the upper Florida Keys and is comprised of four (4) islands spanning approximately eighteen (18) miles. The Village was incorporated in 1997, and the current population is approximately 6,200. Located in the Upper Florida Keys, the Village is approximately 18 linear miles in length with a land area of approximately 3,900 acres. Venetian Shores is a residential, canal front community within the Village of Islamorada. The subdivision is located on the north side of Overseas Highway at Mile Marker 86. The stormwater management system will be installed in three (3) streets within the Venetian Shores community, Bay View Drive, Villa Bella Drive and a portion of Venetian Boulevard.

## **III. PROJECT DESCRIPTION**

In September 2016, the South Florida Water Management District (“SFWMD”) awarded the Village funding for a project in Venetian Shores affecting Bayview Isle Drive, Villa Bella Drive and a portion of Venetian Boulevard (the “Project”). The Project’s general objectives include managing and protecting water resources of the region by balancing and improving flood control, water quality and natural systems, and the Project’s specific objectives are to improve the quality and reduce the quantity of stormwater discharges in to nearshore waters of Florida Bay and the Florida Reef Tract.

In March 2018, the Village issued a Request for Qualifications (“RFQ”) for Design of a Stormwater Management System at Venetian Shores. Weiler was selected to prepare the design and construction plans for the stormwater management system along Bayview Drive, Villa Bella Drive and a portion of Venetian Boulevard. In October 2018 Weiler completed the design and the construction plans for the Project. On December 3, 2018, the Village issued a Request for Proposals for Construction of Venetian Shores Stormwater Management System and on January 31, 2019, the Village Council selected Ferreira Construction Southern Division Co., Inc. (“Ferreira”) to construct the system using and including inlets, stormwater structures, exfiltration trenches, stormwater piping (solid and perforated) and erosion control (the “Project”). Specifically, the Project consists of approximately 1,280 linear feet of exfiltration trenches, approximately 1,846 linear feet of solid pipe, approximately 1,241 linear feet of 18” perforated HDPE pipe, 40-30” Nyloplast inlets and one modified FDOT Type H inlet, per the construction plans.

Staff estimates the Project will start on July 1, 2019 and end by December 31, 2010.

The Village is in need of a civil engineering firm to provide construction engineering and inspection services for the Project.

#### **IV. SCOPE OF WORK**

The proposed services include:

- Assistance in preparing for and attendance at the Public Outreach meeting
- Preparing the agenda and minutes and attending the preconstruction meeting
- Review and approval of shop drawings and product data submittals
- Responses to contractor RFIs and field requests for direction
- Attend bi-weekly construction progress meetings
- Provide construction inspection, approximately eight (8) hours per week,
- Prepare inspection reports with photo documentation
- Review contractor applications for payments
- Assist with preparation of grant reimbursement requests
- Provide punch-list inspections and certification of substantial and final completion
- Participate in system commissioning and testing
- Provide professional services for permit closeout
- Review and mark up contractor Record Drawings

#### **Project Duration**

The Village estimates the duration of the project to be one hundred and twenty days (120).

#### **V. ELIGIBILITY CRITERIA**

To be eligible for selection consideration, interested consultants/firms must submit one (1) original printed package, three (3) printed copies, and one (1) electronic copy on CD or flash drive. The electronic copy should be identical to the original printed package, in natively converted PDF format. The Proposal shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the Bidder and bear the following title: **Islamorada, Village of Islands “Request for Proposals-Construction Engineering and Inspection Services for Construction of Venetian Shores Stormwater Management System (RFP-19-03)**

Bid packages must contain the following information:

1. **Cover Letter:** Provide a cover letter introducing your proposal and detailing the personnel proposed for the project.
2. **Project Examples:** Provide at least three (3) examples of successfully implemented projects that demonstrate experience with the services described in the scope of work, preferably in a local government setting. Include the client name, project name, project location and summary of services performed.

3. **Project Approach:** Provide in specific detail the method that will be used to supervise, inspect and report to Village staff the progress of the Project.
4. **Fee Schedule:** Provide a lump sum fees for the construction engineering and inspection services for the Project with eight (8) hours per week of supervision and twenty-four (24) hours per week of supervision.
5. **State Authorization to Transact Business:** Provide **current** proof of authorization to transact business in the State from the Florida Secretary of State, if applicable.
6. **Firm References:** Provide a list and description of at least three (3) of the most recent contracts the firm has had where services similar to those contemplated by this RFP were provided.
7. **Insurance:** Provide proof of **current** professional liability insurance, commercial general liability insurance, commercial automobile liability insurance, and worker's compensation insurance coverage as required by law as explained in Exhibit A to this RFP.

## VI. EVALUATION SCORING AND TIMELINE

An Evaluation Committee will convene after the opening of the proposals to evaluate proposals for recommendation to the Village Council.

The point system for scoring of proposals will be as follows:

Company Overview	0-20 Points
Similar Project Experience/References	0-30 Points
Approach	0-40 Points
<u>Fee Schedule</u>	0-50 points
<b>Total Points</b>	<b>140 Points</b>

**The Village reserves the right to accept or reject any or all Bids; to waive irregularities, technical errors and formalities; and to select a qualified firm(s) to provide the Services as it deems will best serve the interest of the Village.**

All inquiries and requests for clarification or interpretation regarding this Invitation to Bid shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036; by email to [ana.hernandez@islamorada.fl.us](mailto:ana.hernandez@islamorada.fl.us); or by fax to (305) 664-6464 no later than March 17, 2019.

An **optional on-site visit or walk-through** of the project site may be scheduled no later than March 17, 2019. To schedule an on-site visit, please contact the Procurement and Grants Administrator by telephone at (305) 664-6453, or by email to [ana.hernandez@islamorada.fl.us](mailto:ana.hernandez@islamorada.fl.us).

The Village shall issue appropriate addenda as necessary on the Village's website at <http://www.islamorada.fl.us/>. No oral change or interpretation of the provisions contained in this Request for Proposal is valid. Written addenda shall be issued when changes, clarifications or

amendments to the Invitation to Bid document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

## **VII. CONFIDENTIALITY AND PUBLIC RECORDS**

The Proposal Documents and related materials received from the Firms in response to this RFP will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Upon the Village's notice of a decision or intended decisions on selection of a Proposer or within ten (10) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFQ will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFQ are public records or documents subject to disclosure, except as specifically exempted by Florida law or Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting their Proposals, each Firm expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the Firm may suffer from disclosure of information or materials to third parties and the Firm agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

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## **EXHIBIT A**

### **REQUIRED INSURANCE FOR THE VILLAGE OF ISLAMORADA**

Contractor shall, at its own expense, procure and maintain throughout the duration of the Agreement, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements set forth herein. With respect to the Professional/Pollution policy(ies), Contractor shall provide to the Village a certified copy of the insurance policy or policies which provide the coverage described below. With respect to all other coverages, as evidence of compliance with the insurance required herein, Contractor shall furnish the Village with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Village and the Village's council members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the Village.

Until such insurance is no longer required by this Agreement, Contractor shall provide the Village with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the Village, Contractor shall, within thirty (30) days after receipt of a written request from the Village, provide the Village with a certified, complete copy of the policies of insurance providing the coverage required.

#### **Workers' Compensation/Employer's Liability Insurance**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

**Part One: "Statutory"**

**Part Two: \$ 1,000,000**

**\$ 1,000,000**

**\$ 1,000,000**

**Each Accident**

**Disease - Policy Limit**

**Disease - Each Employee**

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the Village, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the Village, and its council members, officials, officers and employees scheduled thereon.

#### Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The Village and the Village's council members, officials, officers, agents and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 1,000,000	Each Occurrence

#### Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

#### Professional Liability Insurance

Such insurance shall be on a form acceptable to the Village and shall cover Contractor for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. The policy must be endorsed to provide the Village with 30 days' notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

**\$ 1,000,000 Each Claim  
\$ 1,000,000 Annual Aggregate**

The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the Village by the insurance provided by Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

**Certificates of Insurance must be completed as follows:**

**1. Certificate Holder**

**The Village of Islamorada  
86800 Overseas Highway  
Islamorada, Florida 33036**

**2. Additional Insured for Commercial General Liability**

**The Village of Islamorada and its Council members, officials, officers and employees**