RESOLUTION NO. 16-06-36

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC. FOR PROFESSIONAL SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE THE AGREEMENT; APPROVING A BUDGET AMENDMENT; PROVIDING FOR A WAIVER OF PURCHASING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) is a member of the Water Quality Protection Program Canal Restoration Advisory Subcommittee to address impaired water quality conditions and to develop a Canal Management Master Plan; 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, the top ranked canal within the weed barrier technology category, Treasure Harbor, on Plantation Key, was selected as the first project to be implemented, and in November 2014, this first canal demonstration project was installed and completed; and

WHEREAS, the remediation of Canal No. 145 behind 139 Cortez Drive is included in the weed barrier demonstration project technology category approved by Resolution No.13-11-85; and

WHEREAS, Mr. John Eaton, the owner of the property at 139 Cortez Drive, has offered to pay equipment and installation costs for the weed barrier project if the Village would agree to provide and pay for the design, permitting and coordination of the project; and

WHEREAS, the Village Council finds that the second canal restoration project in the Village should be Canal No. 145 behind 139 Cortez Drive as a public/private partnership; and
WHEREAS, the estimated cost to the Village for the design, permitting and coordination of
the project is $47,000.00; and

WHEREAS, approximately $7,000.00 remains unspent from the $100,000.00 committed by
the Village Council for canal restoration project expenditures through the adoption of Resolution No.
13-08-47; and

WHEREAS, throughout the course of its canal restoration program, the Village has utilized
the services of AMEC Environment & Infrastructure, Inc. (formerly “AMEC”) for canal restoration
services; and

WHEREAS, AMEC was retained by the Village to complete its canal ranking project and the
first canal restoration demonstration project utilizing the weed barrier technology to be utilized for
Canal No. 145; and

WHEREAS, in 2015, AMEC merged with another entity and is now known as AMEC Foster
Wheeler Environment and Infrastructure, Inc. (“AMEC Foster Wheeler”); and

WHEREAS, AMEC Foster Wheeler is a multidisciplinary firm with a highly experienced
team of professionals including local staff in Monroe County with extensive experience with Monroe
County’s Canal Management Master Plan (CMMP); and

WHEREAS, AMEC Foster Wheeler has offered its services to complete the design,
permitting and coordination of the demonstration project on Canal No. 145 (the Services”); and

WHEREAS, the Village Council desires to commit an additional $40,000.00 from fund
balance in the General Fund to pay for the second canal restoration project to demonstrate the
Village’s commitment to improving water quality in the Village’s canals; and

WHEREAS, due to the technical qualifications and knowledge of Florida Keys canal
restoration efforts possessed by AMEC Foster Wheeler, the Village Manager recommends a waiver
of competitive bidding to utilize the services of AMEC Foster Wheeler; and

WHEREAS, the Village Council finds that approval of the Agreement with AMEC Foster
Wheeler and waiver of competitive bidding is in the best interest of the Village.
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 Agreement. The Village Council hereby approves the Agreement between AMEC Foster Wheeler Environment & Infrastructure, Inc. and the Village to provide canal restoration project services for an estimated $47,000.00 for the weed barrier project on Canal No. 145, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditures. 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 canal restoration within the Village, and the Village Council.

Section 5. Waiver of Purchasing Provisions. In accordance with Section 2-328(1) and (3) of the Village Code, the Village Council waives the competitive purchasing provision of the Village Code to utilize the services AMEC Foster Wheeler Environment & Infrastructure, Inc. for the canal restoration demonstration project.

Section 6. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.
Section 7. Approval of Budget Amendment. The Village Council approves a budget amendment to increase the FY 15-16 Proposed Use of Fund Balance by $40,000.00, resulting in a net change of ($40,000.00) to the FY 15-16 Unassigned fund balance, and to increase the Planning and Development Services Department’s FY 15-16 Architects and Engineers budget in the General Fund by $47,000.00, resulting in a net change of (-$0-) to the FY 15-16 General Fund balance, to fund the total amount of $47,000.00 for the second canal restoration project.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Mike Forster; second by Vice Mayor Jim Mooney.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Deb Gillis YES
Vice Mayor Jim Mooney YES
Councilman Mike Forster YES
Councilman Chris Sante YES
Councilman Dennis Ward YES

PASSED AND ADOPTED ON THIS 30th DAY OF JUNE, 2016.

ATTEST:

DEB GILLIS, MAYOR

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
ARTICLE 1
PREAMBLE

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONSULTANT agree as follows:

1.1 The VILLAGE is in need of an independent contractor to provide design, permitting and engineering consultation services for the Canal No. 145 canal restoration project located on Lower Matecumbe Key within the Village of Islamorada.

1.2 On April 05, 2016, the VILLAGE received a proposal from CONSULTANT to provide design, permitting and engineering consultation services for the Canal No. 145 canal restoration project located within Lower Matecumbe.

1.3 The VILLAGE and CONSULTANT desire to enter into an Agreement for the provision of design, permitting and engineering consultation services as set forth herein.

1.4 The Village Manager is authorized to execute an agreement with CONSULTANT for services related to the scope of work set forth in the Proposal attached hereto as Exhibit “A” and as more particularly described herein.
ARTICLE 2
SCOPE OF WORK

2.1 The CONSULTANT shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONSULTANT hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.3 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twelve (12) months following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the VILLAGE.

2.4 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONSULTANT, unless CONSULTANT obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONSULTANT shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONSULTANT shall commence work as directed by VILLAGE and in accordance with a project timeline to be provided to CONSULTANT by the VILLAGE. CONSULTANT shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit “A” to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT for which liquidated damages are due.

ARTICLE 4
CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONSULTANT shall be as reflected in CONSULTANT's Proposal attached hereto and made a part hereof as Exhibit "A". A total contract price hereto is referred to as Contract Sum and shall not exceed Forty-Seven Thousand Dollars ($47,000.00).

4.2 The VILLAGE will make payments to CONSULTANT for completed and proper work and in the amounts stated in Exhibit "A".

4.3 The CONSULTANT shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONSULTANT other than those arising from requirements of the specifications.

4.5 CONSULTANT is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-consultants and subcontractors, suppliers and labors.

ARTICLE 5
CONSULTANT'S LIABILITY INSURANCE

5.1 The CONSULTANT shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONSULTANT allow any Subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

   a) Workers' Compensation Insurance – as required by law;
   b) Comprehensive General Liability Insurance - $1,000,000 per occurrence;
   c) Automobile Liability Insurance - $1,000,000 per occurrence, $1,000,000 per Accident for bodily injury and $1,000,000 per accident for property damage.

5.6 The CONSULTANT shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONSULTANT's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONSULTANT shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONSULTANT'S INDEMNIFICATION

7.1 The CONSULTANT agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above mentioned matters. The CONSULTANT further agrees not to sue or seek any money or damages from VILLAGE in connection with the above mentioned matters, except in the event that the VILLAGE fails to pay to CONSULTANT the fees and costs as provided for in Article 4 herein.
10.1 The VILLAGE or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the VILLAGE’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT’s activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:
13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of
CONSULTANT shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONSULTANT is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONSULTANT 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 agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County 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

dl. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Village.

13.5 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the 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.
13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Maria T. Aguilar, Village Manager
Village Administration Center
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33023

Copy To: Roget V. Bryan, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33023

CONSULTANT: Ann E. Massey, President
AMEC Foster Wheeler Environment & Infrastructure, Inc.
5854 N.W. 158 Street
Miami Lakes, FL 33014

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as 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.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.
13.12 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 **Attorney's Fees.** To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 **Extent of Agreement.** This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 **Waiver.** Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

(This space intentionally left blank)
IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: ________________________________
Maria Aguilar, Village Manager

AUTHENTICATION:

______________________________
Kelly Toth, Village Clerk

(SEAL)

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

______________________________
Roget V. Bryan, Village Attorney
IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 18th day of July, 2016.

My Commission Expires:

MELISSA J. BROCHU
NOTARY PUBLIC
Forsyth County
State of Georgia
My Comm. Expires February 3, 2018
See attached document for Exhibit “A”

AMEC Foster Wheeler Proposal

(Proposal for Providing Final Design, Permitting and Engineering Consultation for Canal Restoration within the Village of Islamorada)

SCOPE OF SERVICES

Task 1: Bathymetric and Site Conditions Survey

Bathymetric Survey

A bathymetric survey at the centerline location of the proposed air curtain is proposed. The bathymetric survey will be carried out utilizing a survey grade GPS unit operating in Real Time Kinematic (RTK) mode mounted atop a support height rod. This apparatus will be used to survey the mouth of the canal where the air curtain diffusers will be installed. A bathymetric map will be prepared for design and permitting of the project. 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 (NOS) and/or Florida Department of Transportation (DOT) horizontal and vertical geodetic control monuments. All surveying and mapping services associated with this task 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.

Site Conditions Survey (Engineering and 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.

AMEC Foster Wheeler staff will perform a mangrove wetlands delineate 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.

AMEC Foster Wheeler benthic scientists permitted by the Florida Keys National Marine Sanctuary will conduct an in-water survey of the benthos for the purpose of identifying the presence of any sensitive aquatic resources (e.g. seagrasses, coral, 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 - 30%, 60% and 100% Documents

Preliminary Design - 30% Documents

AMEC Foster Wheeler will prepare a conceptual design based upon the newly obtained additional assessment data that we will review with Village Staff and the property owner. AMEC Foster Wheeler will then prepare preliminary design plans and technical specifications for the project. The preliminary design plans will include an existing site plan, proposed site plan, erosion and sediment control plans, and construction details. The preliminary design plan will be submitted to the Village for final review and approval.

60% Construction Documents

Upon acceptance of the preliminary (30%) designs, AMEC Foster Wheeler will prepare a 60% construction submittal. The Construction Documents will include each of the following components:

- Construction Plans – depicting site impacts, equipment layout, and utilities.
Upon completion of the Construction Documents, AMEC Foster Wheeler will assist the Village who will be procuring the construction of the restoration, with the necessary procurement documents and meetings. AMEC Foster Wheeler will provide the following services to assist the Village in the procurement of a contractor for the construction of the air curtain:

- **Specifications** – Technical specifications for the project, utilizing 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** – AMEC Foster Wheeler will prepare a detailed construction schedule, 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 60% construction documents.

60% 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 future design.

100% Construction Documents Completion Submittal

AMEC Foster Wheeler will update the plans, specifications, and costing as required in response to regulatory comments. Comments received from the Village will be addressed and resolved prior to the final submittal of the 100% 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: Permitting**

AMEC Foster Wheeler will coordinate and hold pre-application permitting meetings with all required permitting agencies using the 30 percent design plans. AMEC Foster Wheeler will incorporate comments received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans. Permit applications will be submitted to the following agencies:

- SFWMD
- USACE
- FKNMS
- Village

AMEC Foster Wheeler will respond to Requests for Additional Information (RAI) for each permit application. Permit fees to the SFWMD 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, AMEC Foster Wheeler 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 what will be required.

**Task 4: Support in Procurement of a Construction Contractor**

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

- Prepare a Request for Proposal Package which will include the 100% Construction documents completed by AMEC Foster Wheeler
- Respond to applicable Proposers’ Requests for Information (RFIs) and assist in the preparation of answers.
- Attend a Pre-Proposal Conference and site walk-through and prepare meeting minutes.
- Conduct a Responsibility Review of the Proposals.
- Attend a Pre-Award Conference with the Village, to discuss the Proposer’s qualifications and understanding of the Project, if required.
Task 5: Engineering Consultation during Construction

AMEC Foster Wheeler will provide engineering consultation during construction and system start up to answer questions from the Village, Contractor or homeowner. At the site meeting it was discussed that the Eaton’s on-site maintenance staff would perform the daily site inspections and oversight of the selected construction Contractor. **This scope does not include construction site inspection services or oversight of the Contractor.**

**COST ESTIMATE**

AMEC Foster Wheeler has prepared a cost spreadsheet which provides details of the labor and expense by task. The total project cost estimate is $46,901.00.
1. The NAICS Code Size Standard for Pool 1 has increased from $14M to $15M
2. The OASIS Management Module (OMM) has been renamed Contractor Payment Reporting Module (CPRM)
3. Davis Bacon Act has been renamed Construction Wage Rate Requirements
4. Service Contract Act has been renamed Service Contract Labor Standards
5. VETS-100A has been renamed VETS-4212
6. Section B.1., paragraph 3 has been clarified that Pools are separate MA-IDIQ Contracts
7. Section B.2.1. has been clarified that the standardized labor categories are only required if requested by the OCO and the Contractors must be proficient in the BLS SOC only when task order solicitations require the use of it
8. Section F.3. the Period of Performance has been updated with month, day and year
9. Section F.4.1. has been updated to include Self-Assessment reporting (Section G.3.4.1.)
10. Section F.4.1. (FAPIIS reporting Section G.3.7) has been clarified that reporting is done via SAM.gov
11. Section F.4.2. has been updated to include Section G.3.4.1. Contractor Self-Assessment
12. Section G.2.5. last paragraph, number 9 and 10 have been added to include entering task order award data in FPDS-NG and providing solicitation and task order award data to the OASIS CO. Note: The previous number 9 is now number 11
13. Section G.2.6.2. has been revised by deleting the requirement for the Contractor to verify that the OCO has a Delegation of Procurement Authority (DPA)
14. Section G.3.1. has been updated to remove the requirement that Contractors shall always propose a CAF of .75%
15. Section G.3.2. clarifies that the CPRM is an unclassified reporting system and there may be a conflict between the reporting fields in the CPRM and reporting requirements of OASIS Contracts until the CPRM is fully operational
16. Section G.3.2. clarifies that it’s the Contractor’s responsibility to ensure that all task order and modification data has been reported into the CPRM including data from the GSA AAS Business System Portal
17. Section G.3.2.1. has been revised to delete OCO phone number and e-mail address
18. Section G.3.2.1.1. has been clarified that identified labor categories may or may not be under the BLS SOC
19. Section G.3.2.2. has been revised to delete OCO phone number and e-mail address
20. Section G.3.2.3. has been updated to allow for data from either “paid” or “remitted” invoices as long as the reporting is consistent throughout the life of the contract
21. Section G.3.2.3. number 5 has been replaced with “Amount of Invoice that was Labor”
22. Section G.3.2.3. number 6 has been replaced with “Amount of Invoice that was Other Direct Costs (if identified as separate CLIN(s) in the task order)”
23. Section G.3.2.3. number 7 added “Amount of Invoice that was Travel (if identified as a separate CLIN in the task order)”
24. Section G.3.2.3. last paragraph added “For T&M or L-H type task orders, the Contractor shall report Labor Categories, Number of Hours, and Fully Loaded Labor Rates for each invoice by Contract Line Item Number (CLIN)”
25. Section G.3.2.4. has been clarified that Pay.gov is via the CPRM system only
26. Section G.3.3. Subcontract Plan has been updated to include Subcontracting Plan Addendums incorporated into the OASIS contract by reference
27. Section G.3.4. title has been renamed “Past Performance”
28. Section G.3.4.1. has been renamed and replaced in its entirety. In lieu of CPARS at the Master Contract Level, the Contractor shall provide an annual self-assessment report
29. Section G.3.5., has been clarified that the OASIS CO maintains the record of insurance coverage
30. Section G.3.7. has been updated to clarify that FAPIIS reporting is done via SAM.gov
31. Section G.3.10. last paragraph has been deleted. Note: Small Business Size Re-Certification will be done on a separate form and provided by the OASIS Contracting Officer to the small businesses prior to exercising Option I
32. Section H.3. number 1, has been updated to remove solicited and awarded to just awarded by an OCO with a DPA or by a Contractor authorized to use the OASIS Contracts as a Government Source of Supply Note: Contractors authorized to use OASIS Contracts as a Government Source of Supply are typically from the Department of Energy Laboratories
33. Section H.3. The requirement to identify the OASIS Labor Categories and SOCs under all task orders has been deleted. OASIS Contract, DPA, and Ordering Guide were added. OCO responsibilities for Task Order Clauses was clarified
34. Section H.4.2., paragraph 1, has been updated to clarify that under this contract, a task order cannot be a set-aside or a socio-economic set-aside.
35. Section H.11.3. the conformed contract was clarified and CAGE code was added
36. Section H.15.3., was clarified to differentiate the difference between an on-ramp to “replace” OASIS contractors and an on-ramp to “add” OASIS contractors
37. Section I.1. was clarified to add that Reps and Certs are not required at the task order level and certain T&M/Labor Hour type task order provisions must be selected by the OCO in T&M/Labor hour solicitations for proposal purposes
38. Section J.2. was clarified to emphasize that the Ceiling Rates are for Sole-Source T&M and L-H Task Orders only, are proprietary (not to be disclosed by the Contractor), and incorporated in the contract by reference only. Contractors shall NOT disclose Section J.2. of their contract upon any agency's request