RESOLUTION 15-10-107

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A WORK AUTHORIZATION FOR BERMELLO AJAMIL & PARTNERS, INC. FOR THE CREATION OF A MASTER PLAN FOR GREEN TURTLE HAMMOCK AND KEY TREE CACTUS PRESERVE; AUTHORIZING THE VILLAGE MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR ALLOCATION OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) owns two (2) tracts of land comprising approximately 20 acres on Upper Matecumbe Key known as Green Turtle Hammock (“GTH”) and Key Tree Cactus Preserve (“KTC”) respectively, that were purchased with grant assistance from the Florida Communities Trust (“FCT”) for the purposes of environmental preservation and recreational development; and

WHEREAS, pursuant to the restrictive covenants set forth in the acquisition documents for both GTH and KTC, FCT required that the Village develop a Management Plan for both properties, which includes the design and development of site improvements to support public outdoor recreation and environmental interpretation of the parks; and

WHEREAS, the Village is in need of an independent contractor to provide architectural design services to design specific improvements at KTC required pursuant to the management plan and for the creation of a master plan for both properties; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the “Village Council”) adopted Resolution 15-05-35, thereby approving a Continuing Service Agreement with Bermello Ajamil & Partners, Inc. (“Bermello”) for architectural design services; and
WHEREAS, the Village Manager has recommended that the Village utilize the services of Bermello to develop a master plan for both GTH and KTC; and

WHEREAS, the Village Council, upon recommendation of the Village Manager, desires to approve Work Authorization No. 2 for Bermello, to create a master plan for both GTH and KTC, at a cost not to exceed Thirty-eight Thousand Dollars ($38,000.00), as set forth in Exhibit “A” attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 2 for Bermello to create the master plan for both GTH and KTC, at a cost not to exceed Thirty-eight Dollars ($38,000.00), as set forth in Exhibit “A” attached hereto.

Section 3. Authorization of Village Officials. The Village Manager and/or her 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 Vice Mayor Deb Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS 22 DAY OF OCTOBER, 2015.

ATTEST:

MIKE FORSTER, MAYOR

KELLY TOTH, VILLAGE CLERK

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

ROGER V. BRYAN, VILLAGE ATTORNEY
PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

BERMELLO AJAMIL & PARTNERS, INC.

For

Work Authorization No. 2

Green Turtle Hammock and Key Tree Cactus Preserve – Site Plan Development – Design/Permitting As part of FRDAP Project No. A14286

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and BERMELLO AJAMIL & PARTNERS, 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 architectural services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

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 Bermello Ajamil & Partners, Inc., dated June 1, 2015, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:
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, nonsalary expenses.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Thirty-Eight Thousand Dollars ($38,000.00) 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, nonsalary 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 "4", 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
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 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:

<table>
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<tr>
<th>NAME</th>
<th>FUNCTION</th>
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<tbody>
<tr>
<td>Randy Hollingworth, Urban Designer</td>
<td>Director of Landscape Architecture</td>
</tr>
<tr>
<td>Kirk Olney, Landscape Architect</td>
<td>Senior Landscape Architect</td>
</tr>
<tr>
<td>Maria Zapata, P.E.</td>
<td>Senior Civil Engineer</td>
</tr>
</tbody>
</table>

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

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and CONSULTANT, dated June 1, 2015, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, a duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Maria T. Aguilar

Maria T. Aguilar, Village Manager

The 26th day of October, 2015

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
Exhibit "1"

Project Description

The Green Turtle Hammock and Key Tree Cactus Preserve Master Plan would provide a comprehensive document to ensure that the Village is in compliance with the Florida Communities Trust management plan for both properties and to further ensure that the properties are both considered as the Village continues to install amenities and pursue funding opportunities in the future.
EXHIBIT "2"

Scope of Services

The Scope of Services for the Phase One assignment are based on the development of an overall Master Plan including both preserve areas.

Task 1
Data Collection, Site Survey and Analysis of Existing Park Conditions

Task 1-A Data Collection

The first Task involves collecting all available information from the Village and determining which information is either outdated, needs additional data or is sufficient to use for the Master Planning Process. This Task shall include a full review of the Management Plans and Declaration of Restrictive Covenants for each site. B&A shall review all site related data and meet with the Village to establish which items need to be supplemented with additional work. All existing drawings shall be provided to B&A in AutoCad format for reproduction and the creation of a project resource data base.

Task 1-B Preparation of Base Maps

B&A shall prepare a single combined base map for the two Preserve sites from information provided by the surveys, the Village, site visits, and aerial photos, with the purpose of using the base map for planning purposes.

Task 1-C Environmental Base Information

An environmental assessment by B&A of the sites and the waters adjacent to the park sites is not included in this proposal. If this is required as part of the project scope, B&A shall provide a scope and proposal for that work.

From discussions with Village staff, it is understood that Village staff shall assist in developing the environmental base information for the sites such as vegetation types, locations and wildlife species and habitats. This information shall be provided to B&A.

Task 1-D Identification of opportunities and constraints

Working with Village staff, B&A shall identify site development opportunities and constraints that may have an impact on the plan’s development and any parameters the Village may want to include in the Master Plan process.

Deliverables for Task 1 - As a result of this Scope, B&A shall produce the following:
One (1) 8 1/2" x 11" copy of data collected
One (1) copy of site surveys placed in B&A 24" x 36" title block
Copy of site base map at 24" x 36"
Summary notes from Environmental information provided by Village staff
One (1) copy of Opportunities and Constraints map at 24" x 36"

Task 2
Team/Village Staff Workshop and Site Visit (Village Workshop I)

Task 2-A Program Development and Village Staff Workshop (to be combined into one meeting with Kick off Meeting)

Prior to the Staff Workshop, the Consultant shall review the existing Management Plans and a Declaration of Restrictive Covenants developed for each preserve. The B&A Team shall develop a series of potential program components suitable for possible inclusion into the Master Plan. The Design Team shall then meet with Village staff for up to a three hour long workshop to discuss the opportunities and constraints for the overall site development and preferred program components. B&A shall also review environmental data provided by the Village and the impact it may have on development opportunities, constraints and program components.
During the workshop, a preferred site program will be formulated to address the Village’s development objectives and respond to local needs.
Task 2.8 Site Visit (to be held in conjunction with Village workshop)

Following or prior to the workshop, the Design Team and Village representatives shall meet at the site for a tour of the existing facilities. This site tour shall include a visit along the water edge of the two preserves in a boat provided by the Village.

Deliverables for Task 2 - As a result of this Scope, B&A shall produce the following:
- One (1) copy of workshop minutes
- One (1) copy of on-site photos taken during site visit
- One (1) 8 1/2" x 11" copy of approved program schedule

Task 3
Conceptual Master Plan Development

Based upon input from the Village and utilizing the confirmed program from Task 2, B&A shall develop a conceptual master plan design for the overall site. The plan will indicate the schematic location of walkways, buildings/structures, paved areas for parking or vehicle access and all site amenities. The plan will be developed in full color with proposed plant material illustrated at a conceptual level only. B&A shall prepare up to two cross sections/elevations of the site to assist in illustrating the master plan concept.

Deliverables for Task 3 - As a result of this Scope, B&A shall produce the following:
- One (1) 24"x 36" color copy of master plan concept
- One (1) 11" x 17" color copy of each section/elevation
- One digital copy of plan and sections

Task 4
Conceptual Master Plan Development

Following development of the conceptual Master Plan for the Preserve sites, B&A shall present the concept plan to Village staff for review and input. B&A shall provide support graphics to the Plan concept with up to two graphic cross sections/elevations of the site.

Deliverables for Task 4 - As a result of this Scope, B&A shall produce the following:
- Minutes to meeting with Village staff

Task 5
Refine Master Plan Concept

Based on the Village staff meeting in Task 4, B&A shall further refine the park master plan design concept. The revised plan shall illustrate the approved program components and development intensities for the site.

Deliverables for Task 5 - As a result of this Scope, B&A shall produce the following:
- One (1) 24"x 36" color copy of revised master plan concept
- One (1) 11" x 17" color copy of revised sections/elevations
- One digital copy of plan and sections
Task 6
Presentation to Village Council (Optional)

B&A shall carry out a formal presentation to the Village Council of the final Master Plan concept. A Power Point presentation outlining the various components of the Master Plan, the site conditions and plan imagery will be presented. A preliminary draft of the presentation shall be presented to Staff prior to the presentation to the Village Council. Minor modifications to the presentation shall be made based on comments from Village Staff. An 8 1/2" x 11" copy of the presentation shall be provided to the Village council during the presentation. The work for this Task must be approved by the City Manager.

Deliverables for Task 6 - As a result of this Scope, B&A shall produce the following:
- One (1) 24"x 36" color copy of revised master plan concept
- One (1) 11" x 17" color copy of revised sections/elevations
- One (1) PDF copy of the powerpoint presentation.
- Five (5) 8 1/2" x 11" copies of the powerpoint presentation

REIMBURSABLE EXPENSES

Reimbursable expenses approved by the Village shall be itemized and billed at actual costs and shall include, but not be limited to, photocopies and printing, postage and shipping, long distance telephone, faxes and all travel related expenses.

ITEMS NOT COVERED BY SCOPE
- Surveys
- Detailed construction drawings
- 3D perspective renderings of any type
- Permitting with agencies with jurisdiction over this site or the adjacent waters. This includes local, county, state or federal agencies.
- Building programming, internal layouts, elevations and/or sections
- Magnitude of cost estimates
EXHIBIT "3"

Project Deliverable Schedule

Starting October 26, 2015 through October 31, 2016

No specific project deliverables are identified at this time; however, emails, letters and other correspondence generated as a result of these services will be provided to Village staff. Deliverable tasks shall be performed as set forth in Exhibit “4” herein.
EXHIBIT "4"

Payment Schedule

CONSULTANT shall submit invoices to the VILLAGE on a monthly basis for actual services rendered and costs incurred for the performance of its services under this Project Agreement. Fees shall be based upon the CONSULTANT's hourly rates as specified in the Continuing Services Agreement. The Fee Amount listed below is a maximum not to exceed amount without prior Authorization as evidenced by a written amendment to this Work Authorization in accordance with the provisions of the Continuing Services Agreement.

Total Maximum Amount (not to exceed): Thirty-Eight Thousand Dollars ($38,000.00)

Proposed project fees include reimbursable expenses such as travel, lodging, reproduction, and shipping costs, etc.

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<th>Description</th>
<th>Fee Amount</th>
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<td>Environmental Base Information</td>
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<td>Identification of Opportunities and Constraints</td>
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<td>Refine Master Plan Concept</td>
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