WHEREAS, Islamorada, Village of Islands (the "Village") is a member of the Florida Keys National Marine Sanctuary Water Quality Protection Program Canal Restoration Advisory Subcommittee (the "Subcommittee") established to address impaired water quality conditions; and

WHEREAS, the Village has sixty-two canals listed within the Monroe County Canal Management Master Plan (CMMP) to address impaired water quality conditions; and

WHEREAS, on November 14, 2013, 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, Canal No. 137 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. 148 is included in the weed barrier demonstration project technology category approved by Resolution No.13-11-85; and

WHEREAS, the Village has secured a grant in the amount of $50,000.00 from the Florida Department of Environmental Protection (DEP Agreement S0940) to pay for equipment costs and installation for the weed barrier project; and
WHEREAS, the Village Council finds that the third canal restoration project in the Village should be Canal No. 148 and the estimated cost to the Village for the design, permitting and coordination of the project is $50,000.00; and

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

WHEREAS, AMEC has prepared an Agreement to complete the design, permitting and coordination of the demonstration project on Canal No. 148 (the Services”); and

WHEREAS, the Village Council desires to commit $50,000.00 from the Capital Projects 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, the Village Council finds that approval of the Agreement with AMEC and the budget amendment will advance the public health, safety and welfare of the citizens 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 and the Village to provide canal restoration project services in an amount not to exceed $50,000.00 for the weed barrier project on Canal No. 148, 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 his 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. 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 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilwoman Cheryl Meads, second by Vice Mayor Chris Sante.

FINAL VOTE AT ADOPTION

Mayor Jim Mooney YES
Vice Mayor Chris Sante YES
Councilman Mike Forster YES
Councilman Deb Gillis YES
Councilwoman Cheryl Meads YES

PASSED AND ADOPTED ON THIS 15TH DAY OF DECEMBER, 2016.
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
AGREEMENT

THIS IS AN AGREEMENT, dated the 21 day of December, 2016, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

AMEC FOSTER WHEELER ENVIRONMENTAL & INFRASTRUCTURE, INC.
a for profit corporation, authorized to do business in the State of Florida, hereinafter "CONSULTANT."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE is in need of an independent contractor to provide design, permitting and engineering consultation services for the Canal No. 148 canal restoration project located on Lower Matecumbe Key within the Village of Islamorada.

1.2 On September 28, 2016, the VILLAGE received a proposal from CONSULTANT to provide design, permitting and engineering consultation services for the Canal No. 148 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 contact price hereto is referred to as Contract Sum and shall not exceed Fifty Thousand Dollars ($50,000.00).

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 sub-contract 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:
10.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of VILLAGE and shall be delivered by CONSULTANT to VILLAGE.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONSULTANT and VILLAGE hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; CONSULTANT's Proposal for Providing Final Design, Permitting and Engineering Consultation for Canal Restoration Project within the Village of Islamorada, as set forth in and made a part of this Agreement as Exhibit "A"; and all other exhibits thereto.

ARTICLE 13
MISCELLANEOUS

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

d. 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:**
- Seth Lawless, Village Manager
- Village Administration Center
- Islamorada, Village of Islands
- 86800 Overseas Highway
- Islamorada, Florida 33036

**Copy To:**
- Roget V. Bryan, Village Attorney
- Islamorada, Village of Islands
- 86800 Overseas Highway
- Islamorada, Florida 33036

**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 ____________, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Seth Lawless, 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
CONSULTANT

WITNESSES:

BY:

Ricardo Fraxedas, Chief Engineer, on behalf of AMEC Foster Wheeler Environment & Infrastructure, Inc.

ATTEST:

SECRETARY

STATE OF Florida
COUNTY OF Miami-Dade

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ricardo Fraxedas, Chief Engineer, of AMEC Foster Wheeler Environment & Infrastructure, Inc., a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of AMEC Foster Wheeler Environment & Infrastructure, Inc., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 31 day of October, 2016.

NOTARY PUBLIC

My Commission Expires: 3/26/2019

MAGGIE PROENZA-KANAKIS
Notary Public - State of Florida
My Comm. Expires Mar 20, 2019
Commission # FF 179176
Bonded through National Notary Assn.
See attached document for Exhibit “A”
PROJECT DESCRIPTION: The Project consists of installing a new weed barrier system at the mouth of Canal #148 located between Sea and Ocean Lanes in Lower Matercumbe Key. The weed barrier activities are to be completed to prevent the migration of weed wrack into the canal and the subsequent water quality degradation associated with the accumulation of weed wrack on the canal bottom.

PROJECT LOCATION: Monroe County, Florida Keys Watershed /HUC= 03090203. The Project will be located between Sea and Ocean Lanes in Lower Matercumbe Key, which is located within Islamorada Village of Islands (the “Village”).

PROJECT BACKGROUND: On November 14, 2013, the Village Council adopted a Resolution approving the top ten demonstration canal projects in rank order by technology group based on the evaluation process of the Water Quality Protection Program Subcommittee on Canal Restoration. These canals were then further evaluated by our consultants Amec Foster Wheeler (AMEC) and compiled into a comprehensive report entitled: Islamorada Village of Islands Selection of Demonstration Canals for Water Quality Improvements, dated January 2014.

The top ranked canal within the weed barrier technology category, Treasure Harbor, on Plantation Key, was selected as the first project to be implemented. In November 2014, with the assistance of Islamorada’s consultants, the homeowners at Treasure Harbor and staff, the first canal demonstration project was installed and completed. The Village produced a promotional video in order to document the installation process and promote the overall County-wide project. The video was released in April 2016.

The next ranked canal within the weed barrier technology category, Canal #148, on Lower Matercumbe Key is selected and the work under this Agreement includes the construction of the air curtain. The Village will hire a qualified contractor to perform the installation. In addition, the Village will contract AMEC to provide construction support services including permitting, design, and construction engineering inspections and engineering during construction to ensure that the air curtain is installed per design plans and permit requirements.

PROJECT DESCRIPTION: The Project consists of installing a new weed barrier system at the mouth of Canal #148 located between Sea and Ocean Lanes in Lower Matercumbe Key. The weed barrier activities are to be completed to prevent the migration of weed wrack into the canal and the subsequent water quality degradation associated with the accumulation of weed wrack on the canal bottom.
TASKS and DELIVERABLES:

Task #1: BATHYMETRIC AND SITE CONDITIONS SURVEY

Task Description:

1A: 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 an adjustable height rod. This apparatus will be used in a boat to traverse the mouth of the canal where the air curtain diffusers will be placed. 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 (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.

1B: 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.

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 United States Army Corp of Engineers (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 Department 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 - 30%, 60% AND 100% DOCUMENTS

Task Description:

2A: Preliminary Design - 30% Documents

A conceptual design will be prepared based upon the newly obtained additional assessment data that will be reviewed with the Village Staff and the property owner. Preliminary design plans and technical specifications for the project will then be prepared. 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.

2B: 60% Construction Documents
Upon acceptance of the preliminary (30%) designs, AEMC will prepare a 60% construction submittal. The Construction Documents will include each of the following components:

1) **Construction Plans** – depicting site impacts, equipment layout, and utilities.

2) **Specifications** – Technical specifications for the project, using the Village Standards where applicable, other accepted industry specifications if needed (i.e. Florida Department of Transportation, South Florida Water Management District, etc.) or developed specifically for this project application if necessary.

3) **Schedules** – A detailed construction schedule will be prepared, working closely with the Village and the homeowner.

4) **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.

2C: 100% Construction Documents Completion Submittal

AMEC 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 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: PERMIT APPLICATION ASSISTANCE**

**Task Description:**

Pre-permit application meetings will be held with required permitting agencies using the 30 percent 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:

- South Florida Water Management District (SFWMD)
- United States Army Corp of Engineers (USACE)
- Florida Keys National Marine Sanctuary (FKNMS)
- Islamorada Village of Islands

AMEC 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, AMEC 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

Task Description:
Upon completion of the Construction Documents, AMEC will assist the Village, who will be procuring the construction of the project, with the necessary procurement documents and meetings. AMEC 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 Package which will include the 100% Construction documents completed by AMEC
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.

Task #5: CONSTRUCTION ADMINISTRATION AND ENGINEERING INSPECTIONS

Task Description: AMEC will provide four (4) weeks of construction administration and engineering inspections for the installation of the Air Curtain:

- Site Inspections: Weekly oversight of the project during field construction activities will be provided and weekly work reports prepared showing contractors activities, equipment, maintenance of traffic and environmental compliance.

Construction Administration – AMEC will provide consultation and advice to the Village regarding the Contractor’s performance of the Contract. AMEC will liaise with the Village, homeowner, and other stakeholders as necessary at the direction of the Village to administer the construction contract through the project completion date.