

VIRTUAL SPECIAL COUNCIL MEETING  
MONDAY, MAY 18, 2020  
11:00 A.M.

Please see the Virtual Special Public Meeting Notice for additional instructions.

1. **CALL TO ORDER/ROLL CALL OF MEMBERS**
2. **PUBLIC COMMENTS:** *ANY PERSON WISHING TO ADDRESS THE COUNCIL STATE YOUR NAME AND ADDRESS, PRIOR TO MAKING THE STATEMENT, FOR THE RECORD. Please see the attached Virtual Special Public Meeting Notice for additional instructions on how to provide public comments before or during the virtual meeting.*
3. **RESOLUTIONS:**
  - A. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, **APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE VILLAGE ROADWAY REDEVELOPMENT PROJECT;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. **TAB 1**
4. **REPORTS AND RECOMMENDATIONS:**
  - A. VILLAGE MANAGER
    - 1.) COVID-19 RESPONSE-SUMMARY ACTION REPORT TO COUNCIL **TAB 2**
5. **SCHEDULE OF TENTATIVE FUTURE MEETINGS:**
  - A. REGULAR COUNCIL MEETING  
TUESDAY, JUNE 16, 2020, 8:30 A.M., COUNCIL CHAMBER OR VIA ZOOM VIRTUAL MEETING PLATFORM
6. **ADJOURNMENT**



## INDIAN CREEK VILLAGE VIRTUAL SPECIAL PUBLIC MEETING NOTICE

Indian Creek Village will hold a virtual special public meeting on:

**Monday, May 18, 2020 at 11:00 a.m.**

**Using the Zoom Virtual Meeting Platform**

Elected officials and Village staff will participate through Zoom video conference.

The topics of discussion will be:

**Award of a Roadway Project Contract to Stantec Consulting Services, Inc.  
&  
COVID-19 Emergency Matters**

The meeting agenda is available online at: <http://indiancreekvillage.org/>

1. **HOW TO WATCH/JOIN THE MEETING OR CALL IN TO LISTEN/PARTICIPATE.** Members of the public may watch, join, or call in to the virtual public meeting by following these instructions:
  - 1.1. **Watch/Join from your computer/mobile device through the virtual meeting platform using the following link:**
    - 1.1.1. <https://us02web.zoom.us/j/88650691908>
  - 1.2. **Call in to listen through the virtual meeting platform:**
    - 1.2.1. Dial 1-312-626-6799 then input the Meeting ID: **886 5069 1908** followed by #. There is no participant ID. Press # again.
  - 1.3. Any person requiring special accommodations to access this proceeding is asked to advise the Village at least 2 days before the proceeding by contacting the Village Clerk at [mlima@icvps.org](mailto:mlima@icvps.org)
2. **PUBLIC COMMENTS.** Public comments will be accepted in the following methods:
  - 2.1. **Prior to the Meeting: Emailed Comments:** Members of the public may email their public comments to the Village in advance of the meeting. Please email the Village at [mlima@icvps.org](mailto:mlima@icvps.org) before the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, and whether you are a hired Consultant, Village Employee, engaged in Lobbying Activities, and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.
  - 2.2. **During the Meeting: Live Remote & Telephone Comments:** If there is a public comment portion of the agenda or the Village Council opens a matter for public comment, live remote public comments will be accepted as follows:
    - 2.2.1. **By telephone:** To ask to speak during the meeting, please press \*9 from your telephone. You will be called on to speak during public comments and identified by the last 4-digits of your telephone number.
    - 2.2.2. **Through the app:** To ask to speak during the meeting, please use the "raise hand" function in the application. You will be called on to speak during public comments and identified by your name.
    - 2.2.3. During the virtual meeting, when your name or last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.
  - 2.3. Please provide the following information before delivering your comments: Your Name, Address, and whether you are a hired Consultant, Village Employee, engaged in Lobbying Activities, and/or representing an organization.
  - 2.4. Please be sure to be in a quiet area to avoid unnecessary noise.
  - 2.5. A time limit may be imposed for each speaker during public comment. Your cooperation is appreciated in observing the time limit.
3. **PUBLIC RECORDS.** The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

4. **NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.**
5. **AMERICANS WITH DISABILITIES ACT.** Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the Village at least 2 days before the proceeding by contacting the Village Clerk's Office at 305-865-4121.
6. **LOBBYING ACTIVITIES.** In accordance with Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the Village Clerk's Office before addressing the Village Council on the agenda items or engaging in lobbying activities.

**Have questions or need additional information?**

**Email: [mlima@icvps.org](mailto:mlima@icvps.org)**

**Call: 305-865-4121**

**Mail: 9080 Bay Drive, Indian Creek Village, FL 33154**

# TAB 1





## MEMORANDUM

VILLAGE COUNCIL  
BERNARD KLEPACH, MAYOR  
JAVIER HOLTZ, VICE MAYOR  
ROBERT DIENER  
IRMA BRAMAN  
IRWIN E. TAUBER

DATE: May 15, 2020  
TO: Honorable Mayor and Council Members  
FROM: Jennifer Medina, Village Manager  
RE: Professional Services Agreement- Stantec Consulting Services, Inc: Roadway Redevelopment Project

### **BACKGROUND**

On October 25, 2019, the Village issued a solicitation for qualified (the “RFQ”) firms to perform design work for the Village’s Roadway Redevelopment Project (the “Roadway Project”). The Village received submittals from five (5) qualified firms. After careful review by an independent selection committee, the 5 qualified firms were scored/ranked in accordance with the evaluation criteria set forth in the RFQ.

On January 30, 2020, the Village Council ranked the top 3 qualified firms, ranking Stantec Consulting Services, Inc. (“Stantec”) as the top qualified firm. The Council directed the Village Attorney to negotiate a contract with Stantec.

### **AGREEMENT**

The Village Attorney with the assistance of the Village construction representative (Mr. Paul Abbott) successfully negotiated a Professional Services Agreement with Stantec (the “PSA”). The PSA provides that Stantec will prepare all design plans required to estimate, competitively bid, permit and construct the entire Roadway Project.

The design fees total \$855,224 for the entirety of the services through completion of the Roadway Project. The only cost that is not included, is the design of any off-Island work that may be required by the Miami-Dade County Department of Water and Sewer to allow for connection to the County sanitary sewer system.

### **FUNDING**

The funding for this PSA will be as follows:

<i>Indian Creek Country Club – Settlement Agreement</i>	\$465,000
<i>Available Fund Balance – General Fund</i>	\$390,224

This funding will be advanced in draws over the 2-year term of this PSA and will likely be refinanced through a bond/loan for the entire Roadway Project.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE VILLAGE ROADWAY REDEVELOPMENT PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 25, 2019, the Village of Indian Creek (the “Village”) issued a solicitation (the “RFQ”) requesting qualified firms to submit their qualifications to perform design work for the comprehensive redevelopment of Indian Creek Island Roadway; and

**WHEREAS**, on November 19, 2019, the Village held a mandatory pre-bid conference at which it discussed the RFQ; and

**WHEREAS**, the Village issued several amendments/notifications to all proposers with additional information to support the RFQ; and

**WHEREAS**, on or before the submittal deadline, five (5) qualified firms responded to the RFQ; and

**WHEREAS**, on January 28, 2020, the Village through an independent committee conducted discussions with each of the qualified firms and at that conclusion scored/ranked each of the five (5) firms in accordance with the scoring criteria published in the RFQ; and

**WHEREAS**, the Village Council reviewed each response from the five (5) firms as well as the scoring provided by the committee; and

**WHEREAS**, on January 30, 2020, the Village Council ranked the top three (3) firms for the purpose of commencing contract negotiations and authorized the Village Attorney to negotiate a contract with the top ranked firm, Stantec Consulting Services, Inc. (“Stantec”); and

**WHEREAS**, the Village Attorney together with the Village Manager and Village consulting representative (Mr. Paul Abbott) has negotiated the Professional Services Agreement

(the “Agreement”) attached hereto as Exhibit “A” with Stantec and the Village Council desires to approve the Agreement; and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals Adopted.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Approval.** That the Village Council approves the Agreement with Stantec in substantially the form attached hereto as Exhibit “A.”

**Section 3.**     **Authorization.** That the Village Council hereby authorizes the Village Mayor to execute the Agreement, in substantially the form attached hereto as Exhibit “A”, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

**Section 4.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of May 2020.

\_\_\_\_\_  
BERNARD KLEPACH, MAYOR

ATTEST:

\_\_\_\_\_  
MARILANE LIMA, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**INDIAN CREEK VILLAGE**

**AND**

**STANTEC CONSULTING SERVICES INC.**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of April, 2020 (the “Effective Date”), by and between the **INDIAN CREEK VILLAGE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **STANTEC CONSULTING SERVICES INC.**, a New York Corporation authorized to do business in Florida (hereinafter, the “Consultant”).

**WHEREAS**, the Village is a Florida municipal corporation which governs the approximately 300-acre municipality of Indian Creek Village, Florida, including a private island (the “Island”) where all residents live and from where Indian Creek Country Club, Inc., a Florida non-profit corporation (the “Club”), owns and operates a private membership golf country club from several large tracts of land; and

**WHEREAS**, the Island contains a “U” shaped roadway designated as Indian Creek Island Road, a/k/a Indian Creek Drive (the “Roadway”), which is legally described on *Exhibit “A”* to this Agreement, and is the sole privately dedicated means of ingress and egress to and from the properties on the Island; and

**WHEREAS**, under various easement agreements, the Village is responsible for the infrastructure within the Roadway; and

**WHEREAS**, on October 25, 2019, the Village issued a solicitation (the “RFQ”) requesting qualified firms to submit their qualifications to perform design work for the Village Roadway Project, which RFQ is incorporated herein by reference; and

**WHEREAS**, on November 19, 2019, the Village held a mandatory pre-bid conference at which it discussed the RFQ; and

**WHEREAS**, the Village issued several amendments/notifications to all proposers with additional information to support the RFQ; and

**WHEREAS**, on or before the submittal deadline, five (5) qualified firms responded to the RFQ; and

**WHEREAS**, on January 28, 2020, the Village through an independent committee conducted discussions with each of the qualified firms and at that conclusion scored/ranked each of the five (5) firms in accordance with the scoring criteria published in the RFQ; and

**WHEREAS**, the Village Council reviewed each response from the five (5) firms as well as the scoring provided by the committee; and

**WHEREAS**, on January 30, 2020, the Village Council ranked the top three (3) firms for the purpose of commencing contract negotiations and authorized the Village Attorney to negotiate a contract with the Consultant as the top ranked firm; and

**WHEREAS**, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal dated March 16, 2020, attached hereto as *Exhibit "B"* (the "Services"); and

**WHEREAS**, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Village and the Consultant agree as follows:

**1. Scope of Services.**

- 1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as *Exhibit "B"* and incorporated herein by reference (the "Services").
- 1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

**2. Term/Commencement Date.**

- 2.1. The term of this Agreement shall be from the Effective Date through April 30, 2022, unless earlier terminated in accordance with Paragraph 8.
- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

- 3.1. Compensation for Services provided by Consultant shall not exceed \$855,224, in accordance with the Proposal attached hereto as *Exhibit "B."*
- 3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the hourly rates expended pursuant to Consultant's Fee Worksheet included within the Proposal attached hereto as *Exhibit "B"* and the percentage of the Services completed for each task

invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**4. Subconsultants.**

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion, however such approval will not be unreasonably withheld.

**5. Village's Responsibilities.**

- 5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**6. Consultant's Responsibilities; Representations and Warranties.**

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence customarily accepted in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the services at the time when and the location in which the services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Consultant's performance.
- 6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and

enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

**7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

**8. Termination.**

**8.1.** The Village Manager, without cause, may terminate this Agreement upon fifteen (15) calendar days' written notice to the Consultant, or upon five (5) calendar days' written notice to the Consultant with cause.

**8.2.** Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

**8.3.** In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

**8.4.** Upon payment of monies owed to Consultant under Section 8.3 above, the Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

**9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

**9.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit

and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per claim, single limit.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of

liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys' Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs for representation at the trial level and any and all appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** Consultant shall indemnify and hold harmless (but not defend) the Village, its officers, agents, and employees, from and against any and all demands, claims, losses, liabilities, , judgment or damages, to the extent caused by the negligent acts, errors or omissions of the Consultant in connection with the performance or non-performance of any provision of this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature

page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

**16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Notwithstanding the foregoing, the Village’s right to inspect, copy and audit shall not extend to the composition of the Consultant’s rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units. The restrictions on inspection, copying, and auditing set forth in the preceding sentence shall not apply during discovery or production in any litigation arising between the parties. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

**16.3.** Upon request from the Village’s custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

**16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

**16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**16.7.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Marilane R. Lima, CMC, 9080 Bay Drive, Indian Creek Village, FL 33154, 305-865-4121, [mlima@icvps.org](mailto:mlima@icvps.org).**

**17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

**18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This

Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The 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(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
27. **Force Majeure.** Any default in the performance of this Agreement caused by any of the following force majeure events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: war, natural catastrophes, pandemic or any other cause beyond the reasonable control or contemplation of either party that occurs in the future. Nothing herein relieves the Village of its obligation to pay the Consultant for Services accepted by the Village Manager.
28. **Scrutinized Companies.**
  - 28.1. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or

its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- 28.2.** If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 28.3.** The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 28.4.** As provided in subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**[Remainder of page intentionally left blank. Signature pages follow.]**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF U-SHAPED ROADWAY DESIGNATED AS INDIAN  
CREEK ISLAND ROAD, A/K/A INDIAN CREEK DRIVE**

All that part of the 70 feet road, "named Indian Creek Drive" and of the 70 feet street named "Street", "Indian Creek Golf Club Island" according the Plat thereof as recorded in Plat Book 34 at Page 33 of the public records of Dade County, Florida.

Including the external area bounded by a 90 foot radius arc on both sides of the intersection of said Indian Creek Drive and the named street.

**EXHIBIT "B"**  
**SCOPE OF SERVICES**

The Scope of Services are those contained in the Proposal dated March 16, 2020, attached hereto and incorporated herein by reference.



**Stantec Consulting Services Inc.**  
**901 Ponce de Leon Boulevard Suite 900**  
**Coral Gables FL 33134**

March 12, 2020  
Revised March 16, 2020

Indian Creek Village  
9080 Bay Drive  
Indian Creek Village, FL 33154

**Attention: Jennifer Medina, Village Manager**

**Reference: Indian Creek Village  
Roadway Redevelopment Plan**

Dear Ms. Medina,

We are pleased to present this proposal of professional consulting services to Indian Creek Village (“the Client”) for consideration. Our scope of services and schedule of fees are below. The design scope of the improvements will be in conformance with the October 25, 2019 RFQ issued by the Village. All work done by us will conform with the requirements set out within the September 2019 Settlement Agreement between the Village and the Indian Creek Country Club.

**Scope of Services:**

*Final Design Phase:*

We will use the previously completed survey (in NGVD vertical datum) with field verifications for our design. We will complete project investigation including one site visit to note existing conditions, take photographs and log photos. Geotechnical testing will be obtained through the use of our sub-consultant, Nutting Engineers of Florida Inc. The scope of work shall include eight (8) Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 10 feet; nine (9) usual type open-hole exfiltration test in general accordance with South Florida Water Management District (SFWMD) specifications to a depth of 15 feet; and twelve (12) asphalt core samples with basecourse measurements at each location. At the completion of the on-site work, a brief report describing the testing procedures and the hydraulic conductivity (k value) of the soils will be provided. The site is accessible to truck mounted drilling equipment and the underground utilities will be cleared by Call Sunshine prior to our performing the on-site work.

We will provide an early deliverable – preliminary design package, to be approved by the Village including the following components:

- Typical section
- Trail/path layout, material, and color
- Light pole and fixture selection (color photos, no physical samples)
- Sanitary sewer general layout plan
- Landscape opportunities around proposed trail/path.

As part of the trail/path material/color selection process, we will coordinate with the required suppliers and installers to provide material mockups for the Village’s assessment and selection. We have included one public presentation/workshop in our scope. Upon the Village’s acceptance of the early deliverable package, Stantec will proceed with final design drawings to include the following:



- Cover Sheet and Key Sheet.
- Typical section and general notes
- Geometry and demolition plan
- Paving, Grading and Drainage Plan including applicable notes and details.
- Water service replacement plan and fire hydrant relocation plan (main to meter only, mains and meters are owned by Village)
- Roadway plan and profiles.
- General construction details.
- Stormwater Pollution Prevention Plan including notes and details.
- Pavement marking and signage plan, details, and notes.
- Existing tree disposition plan, protection plan, planting plan.
- Irrigation plan, notes, details and specifications
- Electrical and lighting plan, notes, and details.
- Technical Specifications

The drainage design scope of work shall include the design of new stormwater collection system including catch basins, manholes, pipes, and exfiltration trenches. All existing outfalls will remain; pre-treatment will be provided via exfiltration trenches and treatment structures if required. Drainage within the golf course will be designed by others; however, we have included coordination with the golf course engineer and research to understand the influence the golf course has on our roadway design. The drainage design report will be prepared in accordance with DERM criteria for local roadways. As part of the roadway design, we will examine areas of the road which would benefit from being raised in order to avoid flooding events during non-rain events. Low areas will be evaluated and determined if they can be raised without negatively affecting adjacent areas. Furthermore, we will evaluate and implement roadway profiles to control migration of fine particles that may be experienced with fluctuating tides.

Landscape design scope of work shall include an update to existing tree information (existing palms will not be assessed), tree disposition plan that provides project implementation design instruction on removal and relocation of any vegetation, a tree protection plan that demonstrates implementation design instructions for all tree and palms saved in place and the necessary requirements of clear zones, fencing or other efforts that the contractor shall take to preserve, protect and keep in a healthy condition all plant material that is to remain, and hand and computer drawn conceptual planting plans and proposed plant pallet of plant material proposed for use on the project for review with the Village. Where appropriate, provide alternative material or planting designs at the median and bridge areas for review with the Village.

The Irrigation design scope will include preparation of Irrigation plans for the proposed landscape of the project at the entry road and along Indian Creek Island Road. This will be based on the availability of irrigation water sources that we assume to be potable water at this time. We have not included design services within this proposal for irrigation pump additions or design. Irrigation plans will include main line and lateral line layout, new meters as required, valving and head layout and performance design criteria, notes and specifications to permit, bid and install a complete, automatic irrigation system.

Electrical work shall include design for street lighting (to be placed at property lines and one at mid-point of property frontage) including photometrics, median up-lights (median west of bridge only), packaged sewage grinder lift stations (up to 42 total), irrigation controller(s), general notes, and specifications. We have also included coordination with FPL for the required service points to support these items. In addition, we will coordinate the proposed service point size and location with the Village's planned security system project.

We will also coordinate with the applicable gas company to incorporate a gas line extension for the properties north of the bridge. Design of the gas main is by the utility provider. We expect that existing



cable/phone/fiber optic utility boxes will be impacted by the new roadway and therefore have included the coordination and plan to show the scope of the relocations. System design will be the responsibility of the utility provider.

Upon completion of the drawings, a project manual will be compiled for bidding purposes using Village front-end documents and Stantec provided technical specifications.

#### *Sanitary Sewer Phase:*

The overall proposed sanitary sewer scope of work includes the abandoning of the individual private septic tank(s)/drainfields and the design of a sewer system that will ultimately discharge into the public sanitary sewer system within the Town of Surfside. The sewer system within the island (west of the bridge) can be accomplished with the following option selected by the Village:

- Place grinder pump stations within the roadway easement; potentially use one station for every two properties. This would require gravity pipe connections from the existing sewer lateral exiting the house near the septic tank/drainfield out to the new station. Based on long lot dimensions and vertical drop required, stations could get deep. The Village would be responsible for the maintenance of the sanitary sewer system within the existing roadway easement. While Stantec will research and attempt to locate the existing septic tanks for calculating proposed inverts, property owners will be responsible for the design and construction from the existing lateral to the proposed grinder station.

Our proposal currently includes the design and permit coordination of the low-pressure conveyance system to be terminated at a location near the bridge (on the island side) for future connection. The additional scope of work required to discharge the sanitary sewer off island is not part of this proposal. These excluded items include proposed wet well/pump station located on the island; piping across the intracoastal to the island's entrance (either via horizontal directional drill or attached to the bridge); pipe connections to the existing sanitary sewer within Town of Surfside or Town of Bay Harbor Islands (exact location unknown); permitting and construction efforts related to these items.

Septic tank abandoning through the Florida Department of Health will be a property owner responsibility. Stantec can provide applicable plans completed during the design phase to the owners to assist in the permitting process.

#### *Permit Assistance Phase:*

During the permitting phase, Stantec will assist the Village with submitting packages to permit agencies. We will submit the plans to Miami-Dade DERM for a Class 2 permit, and to the Village Building Department for the remaining approvals. We will address agency comments and re-issue plans as required. All applications will be submitted to The Village for signatures and payment of fees. All application, review fees and permit fees are to be paid directly by the Village.

#### *Bidding Phase*

We will take the lead on the bid phase including drafting, publishing and distributing bid notices, receiving bidders questions via email, arranging and attending one pre-bid meeting, answering and issuing responses to contractor questions which may arise during the bidding process (to be issued via addenda), and review and recommendation of award to the lowest responsive responsible bidder. A tabulation of bid amounts will be provided.



**Construction Assistance Phase:**

Attendance at one (1) pre-construction meeting, review shop drawings/submittals and other submissions provided by the Contractor for the design team's review, review and respond to contractor request-for-information (RFI) documents, construction inspections (14 months of construction, therefore 40 hours per week for 60 weeks), weekly progress meetings with the Village and contractor (project manager to attend bi-weekly, full-time inspector to attend weekly), weekly site visits by the engineer during construction to check for general conformance of the work, one (1) punch list inspection, one (1) final inspection, and assistance with project close-out. As part of our scope, we will use the contractor's red line drawings and surveyed as-builts to compile one final record drawing set in both AutoCAD and PDF format. If the construction phase extends beyond the anticipated 14 months, a fee for this additional service will be provided.

**Allowances**

**Sewer Investigation Allowance:**

Stantec will use the proposed sewage flows developed as part of the design phase to coordinate with adjacent sanitary sewer providers to gain an understanding of possible connection point(s) off of the island. A rough conceptual plan can be provided to the extent possible under this allowance amount.

**Survey Allowance:**

The survey allowance can be used for field verifications of topographic information (existing survey is out of date), obtaining sewer inverts, preparation of easement documents sketch and legal description, subsurface utility investigation, or ground penetrating radar to the extent required or requested by the Village.

**Printing Allowance:**

The printing allowance will be used for required printing expenses including presentation boards, plan deliverables, and bid documents.

**Exclusions:**

- Color Renderings or Presentation Boards
- Watermain upgrades or extensions
- Traffic studies or traffic engineering
- Traffic signal modifications
- Environmental assessments or engineering
- Sub-surface utility investigation or relocation plan.
- Environmental services including Army Corp permits
- Cost estimates and quantities

**Schedule of Fees:**

All terms and conditions shall be per the attached Professional Services Agreement and all fees shall be lump sum as follows:



<b>Final Design Phase .....</b>	<b>\$254,294</b>
<b>Sanitary Sewer Design Phase .....</b>	<b>\$65,248</b>
<b>Permit Assistance Phase .....</b>	<b>\$20,994</b>
<b>Bidding Phase .....</b>	<b>\$12,566</b>
<b>Construction Administration Phase .....</b>	<b>\$437,122</b>
<b>Sewer Investigation Allowance .....</b>	<b>\$10,000</b>
<b>Survey Allowance .....</b>	<b>\$50,000</b>
<b>Printing Allowance.....</b>	<b>\$5,000</b>

**Total: \$855,224**

We are ready to begin working on this assignment upon your authorization. If acceptable to you, we will accept a signed copy of this form as your written authorization to proceed.

Thank you,

**Stantec Consulting Services Inc.**

Ramon Castella, P.E., LEED AP  
Vice President  
Tel: 305-445-2900  
Fax: 305-445-0869  
[ramon.castella@stantec.com](mailto:ramon.castella@stantec.com)

Indian Creek Village

Approved by:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**FEE WORKSHEET****DATE:** February 25, 2020 - Revised March 12, 2020**PROJECT:** Village of Indian Creek  
Roadway Redevelopment Plan

<b>Final Design Phase</b>	Principal	Project Manager	Senior Engineer	Engineer	CAD Tech.	Engineer Intern
Team Kick-off Meeting and coord.	2	6	6	2	2	2
Investigation, site visit, photo log		8	8	8		16
Drawing setup, cover sheet and key sheet			2	2	16	
Project coordination	2	20	12			
Public Workshop		8	8		32	24
Typical Sections		2	2		10	2
Geometry & Demolition Plan		8	20	20	160	
Review drainage problem areas		4	8	8	10	4
Grading and drainage plans		8	20	40	160	40
Roadway profiles		8	20	20	120	20
Coordination for Mockup		8	10			8
Water Service replacement plan		2	8	8	16	4
Construction details		8	4	8	32	8
Retaining wall		4	6	12	16	4
Utility sleeves		2	6	6	24	
Individual homeowner coordination	4	80	20			
Gas main extension coordination		4	6		6	4
SWPPP		2	2		16	
Pavement marking and signage plans		4	10	8	36	12
Tree survey (no palms) & Disposition plan		2	18	12	6	
Landscape design, notes, details		2	26	36	20	
Irrigation Design, notes, details		2	8	12	18	
Hardscape, design notes, details		2	4	6	2	
FPL Coordination and service details		2	2	6		
Electrical design, notes, details		4	12		12	2
Street Lighting Photometrics		2	8		8	
Quantities and Cost Estimate						
Project Manual and Specifications	2	8	4		4	12
Sub-Total Hours	10	210	260	214	726	162
Billing Rate	\$ 225.00	\$ 191.00	\$ 174.00	\$ 149.00	\$ 140.00	\$ 127.00
Labor Cost	\$2,250	\$40,110	\$45,240	\$31,886	\$101,640	\$20,574
<b>Final Design Sub-Total</b>						<b>\$241,700</b>

**Geotechnical Sub-Consultant \$12,594****Final Design Total: \$254,294**

<b>Sanitary Sewer Design Phase</b>	Principal	Project Manager	Senior Engineer	Engineer	CAD Tech.	Engineer Intern
Utility coordination	2	2	4	4		8
Low pressure sewer master plan		4	8	8	48	16
Existing Septic tank locations		4	8	8	12	10
One Meeting with each property		8	82			
Low pressure plan, profile, details		8	4		80	12
Grinder stations electrical		4	8	22	30	
Environmental coordination		4	6			12
Quantities and Cost Estimate						
Sub-Total Hours	2	34	120	42	170	58
Billing Rate	\$ 225.00	\$ 191.00	\$ 174.00	\$ 149.00	\$ 140.00	\$ 127.00
Labor Cost	\$450	\$6,494	\$20,880	\$6,258	\$23,800	\$7,366
<b>Sanitary Sewer Design Total</b>						<b>\$65,248</b>

<b>Permit Assistance</b>	Principal	Project Manager	Senior Engineer	Engineer	CAD Tech.	Engineer Intern
Permit forms and coordination		6	2	2	4	6
DERM Class 2 Permit		8	12	20	4	20
SWPPP NOI		2				2
Village Building Permit		2	4		4	8
Address comments and re-issue plans		2	4		20	8
Sub-Total Hours	0	20	22	22	32	44
Billing Rate	\$ 225.00	\$ 191.00	\$ 174.00	\$ 149.00	\$ 140.00	\$ 127.00
Labor Cost	\$0	\$3,820	\$3,828	\$3,278	\$4,480	\$5,588
<b>Permit Assistance Total</b>						<b>\$20,994</b>

<b>Bidding Assistance</b>	Principal	Project Manager	Senior Engineer	Engineer	CAD Tech.	Engineer Intern
Coordination with all potential bidders		2				20
Pre-bid meeting	4	4				
Receive, process, and answer RFIs; issue Addendum		8		8		16
Review and recommend for award		8		8		4
Sub-Total Hours	4	22	0	16	0	40
Billing Rate	\$ 225.00	\$ 191.00	\$ 174.00	\$ 149.00	\$ 140.00	\$ 127.00
Labor Cost	\$900	\$4,202	\$0	\$2,384	\$0	\$5,080
<b>Bid Assistance Total</b>						<b>\$12,566</b>

<b>Construction Phase (assume 14 Months)</b>	Principal	Project Manager	Senior Engineer	Engineer	CAD Tech.	Inspector
Pre-con meeting and site visit	4	4				4
shop drawing review and coordination		16	32	12		4
answer RFIs		24	24	48		12
Bi-weekly Meetings by PM; inspector to attend weekly		128				
Management and coordination		124				
Construction Inspections 60 weeks at 40 hours per week						2400
Site visits - Engineer Once per week		20	232			
Record Drawings		2	8		16	
Punch list and closeout		8	8			20
Sub-Total Hours	4	326	304	60	16	2440
Billing Rate	\$ 225.00	\$ 191.00	\$ 174.00	\$ 149.00	\$ 140.00	\$ 127.00
Labor Cost	\$900	\$62,266	\$52,896	\$8,940	\$2,240	\$309,880
<b>Construction Phase Total</b>						<b>\$437,122</b>

**Sewer Investigation Allowance: \$10,000**  
**Survey Allowance: \$50,000**  
**Printing Allowance: \$5,000**  


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**Total Allowances: \$65,000**

**Grand Total: \$855,224**

# TAB 2





## MEMORANDUM

VILLAGE COUNCIL  
**BERNARD KLEPACH, MAYOR**  
**JAVIER HOLTZ, VICE MAYOR**  
**ROBERT DIENER**  
**IRMA BRAMAN**  
**IRWIN E. TAUBER**

DATE: May 18, 2020  
TO: Honorable Mayor and Council Members  
FROM: Jennifer Medina, Village Manager  
RE: Indian Creek Village COVID-19 Response-  
Summary Action Report to Council

This memorandum is intended to inform Council of the Village's actions thus far relative to the response of COVID-19 (Coronavirus). The Village has taken the following actions in order to ensure the health and safety of this community:

- COVID-19 Testing:

The Village provided drive-thru COVID-19 testing to Indian Creek residents, as well as, residential employees on April 23-24, 2020.

BioCollections Worldwide Inc. (BCW) operated the testing site, administered the tests and utilized their testing laboratory. The COVID-19 testing method was via nasal/throat swap, at a cost of \$75 per test. The Village absorbed the total cost of testing (130 @ \$75 per test). The patients received their test results within 48 hours. A total of 130 were tested and none of these test results were positive.

The Village continues to search for other viable COVID-19 testing opportunities for residents. Unfortunately, due to the limited number of testing participants, securing a properly certified and insured testing provider is difficult.

- Communications:

The Village continues to inform residents by email of all precautionary activities and measures recommended by the Center for Disease Control (CDC) and the Florida Department of Health (FDOH) to effectively respond to the impact of the Coronavirus.

Due to this pandemic, the Village found it necessary to seek alternative solutions to improve upon the Village's ability to communicate with residents. Therefore, the Village searched for qualified municipal government website developers in order to design a new Village website. After carefully reviewing and considering various proposals, the Village entered into an agreement with Calvin, Giordano and Associates, Inc. (CGA) to develop an appealing, multi-functional, user-friendly website for residents. The estimated completion date of the website is June 1, 2020 and the cost of these services are \$29,700.



## Indian Creek Village Emergency Orders

On March 23, 2020, the Village declared a State of Emergency due to COVID-19.

The following Village Emergency Orders were issued:

- EMERGENCY ORDER 20-01: Restricting access to the Village.  
Issued on Monday, March 23rd, 2020  
Effective on Monday, March 23rd, 2020
- EMERGENCY ORDER 20-01 AMENDMENT NO. 1: Restricting guest visits within the residential property.  
Issued on Sunday, March 29th, 2020  
Effective on Monday, March 30th, 2020
- EMERGENCY ORDER 20-01 AMENDMENT NO. 2: Granting limited restricted access to Indian Creek Country Club members only for the purpose of playing golf or tennis on the Club property.  
Issued on Tuesday, April 28th, 2020  
Effective on Thursday, April 30th, 2020
- EMERGENCY ORDER 20-01 AMENDMENT NO. 3: Granting limited restricted access to construction contractors only for the purpose of replacing the Indian Creek Country Club dock.  
Issued on Friday, May 15th, 2020  
Effective on Monday, May 18th, 2020

### COVID-19 Response Expenditures To-Date - \$33,597

- COVID-19 Supplies \$8,125  
(i.e. personnel protective equipment, facemasks, sanitizers, gloves, etc.)
  - COVID-19 Services \$3,023  
(i.e. supplemental office disinfection services, AT&T teleconference services, Zoom video conference subscription, etc.)
  - COVID-19 Testing \$9,750
  - COVID-19 Personnel \$12,699
- Total Expenditure: \$33,597