

**RESOLUTION NO. 20-10-102**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 BETWEEN WADE TRIM, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL ENGINEERING SERVICES AND WASTEWATER UTILITY-RELATED ENGINEERING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 1; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on January 30, 2020, Islamorada, Village of Islands, (the “Village”) published Request for Qualifications for Professional General Engineering, Architectural and Surveying Services (RFQ 20-03); and

**WHEREAS**, on June 18, 2020, the Village Council of Islamorada, Village of Islands (the “Village Council”) adopted Resolution No. 20-06-59, thereby approving the final rankings and recommendations of the RFQ 20-03 Selection Committee, whereby Wade Trim, Inc. (“Wade Trim”) was selected for civil engineering services; and

**WHEREAS**, the Village entered into a Continuing Services Agreement (the “Agreement”) with Wade Trim for civil engineering services effective September 21, 2020 for a five (5) year period; and

**WHEREAS**, pursuant to the Agreement, the Village and Wade Trim desire to enter into Work Authorization No. 1 under the Agreement to provide general engineering and wastewater utility-related services as set forth in Exhibit “A” hereto; and

**WHEREAS**, the Village Council finds that approval of the Work Authorization No. 1 with Wade Trim is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMROADA, 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 Work Authorization.** The Village Council hereby ratifies and approves Work Authorization No. 1 between Wade Trim and the Village for provision of General Engineering Services and Wastewater Utility-related engineering services including FDEP Permitting and Connection Assistance, Building and Planning Department Reviews, Wastewater Operations, Construction Engineering Services and General Engineering Services for FY 2020-2021, 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 Work Authorization.

**Section 4.**    **Authorization of Fund Expenditure.** 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 the terms and conditions of the Work Authorization.

**Section 5.**    **Execution of Work Authorization.** The Village Manager is authorized to execute the Work Authorization on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Work Authorization and to execute any extensions and/or amendments to the Work Authorization, 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.

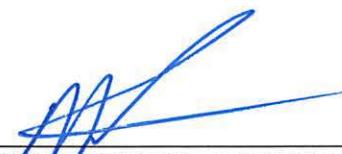
Motion to adopt by Vice Mayor Deb Gillis, second by Councilman Chris Sante.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

|                        |     |
|------------------------|-----|
| Mayor Mike Forster     | YES |
| Vice Mayor Deb Gillis  | YES |
| Councilman Jim Mooney  | YES |
| Councilman Chris Sante | YES |
| Vacant                 |     |

**PASSED AND ADOPTED THIS 1<sup>ST</sup> DAY OF OCTOBER, 2020.**



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MIKE FORSTER, MAYOR

ATTEST:

Kelly S. Toth  
KELLY TOTH, VILLAGE CLERK

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



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ROGET V. BRYAN, VILLAGE ATTORNEY

**PROJECT AGREEMENT**

**Between**

**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

**And**

**WADE TRIM, INC.**

**for**

**Work Authorization No. 1**

**GENERAL ENGINEERING SERVICES**

**TO PROVIDE DESIGN, PERMITTING AND CONSTRUCTION PHASE SERVICES;  
PERMITTING AND CONNECTION ASSISTANT SERVICES; AND OPERATION  
SERVICES TO ASSIST IN THE OPERATON OF THE VILLAGE WASTEWATER**

**UTILITY**

**PROJECT AGREEMENT**  
**Between**  
**THE ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**  
**And**  
**WADE TRIM, INC.**  
**For**

**Work Authorization No. 1**

General Engineering Services to Provide Owner's Representative Services; Design, Permitting, and Construction Phase Services; Permitting and Connection Assistance Services; and Operations Services to Assist in the Operation of the Village Wastewater Utility

Pursuant to the provisions contained in the "Continuing Services Agreement" between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the "VILLAGE") and WADE TRIM, INC., ("CONSULTANT") dated September 2020, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1."

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

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

**SECTION 2. DELIVERABLES**

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the Deliverables as discussed in the "Scope of Services and Project Schedule" shown in Exhibit "2".

### **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This Project Agreement shall commence as of October 1, 2020 and shall continue in full force and effect through September 30, 2021, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed sixty (60) days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Council.

3.2 **Contract Time.** CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.3 **Liquidated Damages.** Unless otherwise excused by the VILLAGE in writing, in the event that the CONSULTANT fails to meet to the contract time for completion specific deliverables identified in the Project Schedule, the CONSULTANT shall pay to the VILLAGE the sum of Five Hundred (\$500.00) Dollars per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project. The CONSULTANT may request extension if the factors involved in delay or failure to meet the contract time are not under CONSULTANT's direct control. Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the VILLAGE reasonably believes that completion will be inexcusably delayed, the VILLAGE shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the VILLAGE to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the VILLAGE has withheld payment, the VILLAGE shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.4 All limitations of time set forth in this Agreement are of the essence.

### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Hourly Not To Exceed Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$199,415.00, FOR THE 2020-2021 FISCAL YEAR AS SHOWN IN EXHIBIT 3.

4.2 **Reimbursable and Travel Expenses.** Reimbursable and travel expenses shall be pursuant to Sections 1.2 and 1.5 of the Continuing Services Agreement.

## **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

5.1 **Hourly Not To Exceed Compensation.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this Project Agreement for Fiscal Year 2020-2021. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within thirty (30) calendar days of approval by the Village Manager of any invoices submitted by CONSULTANT to the VILLAGE.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with additional backup documentation within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Village's reasonable satisfaction.

5.4 **Retainage.** The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed. For projects that are divided into several phases, any retainage shall be withheld and released individually for each phase of the project. Said retainage may be withheld at the sole discretion of the Village Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other

documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

## **SECTION 6. TERMINATION/SUSPENSION**

**6.1 For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

**6.2 For Convenience.** This Project Agreement may be terminated by the VILLAGE for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

**6.3 Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the Consultant's work product shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the VILLAGE'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

**6.4 Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

**SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT**

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated September 2020 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

Kelly S. Toth  
Kelly Toth, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: Maria J. Bassett  
Maria Bassett, Acting Village Manager/  
Finance Director

Date: 10/6/2020

Approved as to form and legality  
for the use and benefit of  
Islamorada, Village of Islands only:

  
Roget V. Bryan, Village Attorney

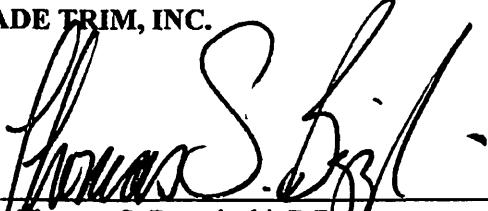
ATTEST:

\_\_\_\_\_  
Secretary

Please type name of Secretary

(CORPORATE SEAL)

WADE TRIM, INC.

By:   
Thomas S. Brzezinski, P.E.  
Executive Vice President

Date: 10/9/20

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT "1"**

**Project Description**

Pursuant to Chapter 380, Florida Statutes, State of Florida, identified the Florida Keys as an area of critical concern to land and water management. The associated Administration Commission Rule requires installing an advanced sanitary sewer system to meet advanced wastewater treatment standards for the community by December 2015. In response to the State of Florida's mandate, the VILLAGE issued Request for Proposals (RFP) No. 11-06-29 and selected a Design-Build-Operate (DBO) Firm Reynolds Water Islamorada to perform the design, build and operate of the wastewater system. The CONSULTANT has since functioned as the Owner's Representative and Construction Manager and acted as the VILLAGE'S agent with regard to all aspects of this scope of services. The DBO Firm has completed delivery of the work associated with the design-build portion of the wastewater system.

The CONSULTANT continues to provide engineering support for the VILLAGE's Wastewater Utility. The CONSULTANT will report directly to the VILLAGE'S Wastewater Program Manager and/or VILLAGE Manager, and such other persons as directed by the VILLAGE Manager. The CONSULTANT'S duties to assist the VILLAGE with the operations of the wastewater utility are broken down into the following tasks:

- Task 1 – FDEP Permitting and Connection Assistance Services
- Task 2 – Building Department and Planning Department Reviews
- Task 3 – Wastewater Operations
- Task 4 – Construction Engineering Services
- Task 5 – General Engineering Services

**EXHIBIT "2"**  
**Scope of Services and Project Schedule**

**Task 1 – FDEP Permitting and Connection Assistance Service**

The CONSULTANT will continue to assist the VILLAGE with the review, processing, and approval of FDEP construction and place into operation permit applications received for new development and re-development projects connecting with the VILLAGE's wastewater collection system. Permitting assistance will include:

- a) Receiving, logging, and tracking of permit submittals;
- b) Reviewing permit applications for completeness and technical accuracy in accordance with the VILLAGE's Utility Policy;
- c) Corresponding with the Project Engineer-of-Record;
- d) Attending pre-application meetings with the permittee and the Project Engineer-of-Record as needed;
- e) Coordinating reviews and approvals with the Florida Department of Environmental Protection (FDEP), the Key Largo Wastewater Treatment District (KLWTD), the KLWTD's engineer-of-record, and other applicable regulatory agencies as needed.

**Deliverables:**

- Permitting review and correspondence as required throughout the Project with the VILLAGE, the FDEP, the KLWTD, the Engineer-of-Record, and other public agencies involved with the Project.
- Consult with and advise the VILLAGE on engineering aspects of the Project as it pertains to wastewater collection, transmission and treatment requirements of the VILLAGE wastewater facilities.
- Attend pre-application meetings with the VILLAGE and representatives of identified projects as required for obtaining permit approvals.

**Schedule:**

- Ongoing throughout the Project.

## **Task 2 – Building Department & Planning Department Reviews**

The CONSULTANT will continue to assist the VILLAGE with engineering plan reviews of new development and re-development projects which are submitted to the VILLAGE Planning Department, the VILLAGE Building Department, and the VILLAGE Wastewater Department. Wade Trim's reviews will consist of:

- a) Preliminary plan submittals and preliminary design report reviews;
- b) Confirming the requested connections with the VILLAGE's wastewater collection system;
- c) Confirming that both the collection system capacity and the KLWTD treatment capacity exist for the proposed development; and
- d) Confirming compliance with the VILLAGE's Minimum Design and Construction Standards and Specifications for Wastewater.

Deliverables:

- Correspondence as required throughout the Project with the VILLAGE, the FDEP, the KLWTD, the Engineer-of-Record, and other public agencies involved with the Project.
- Consult with and advise the VILLAGE on engineering aspects of the proposed Project as it pertains to wastewater collection, transmission, and treatment requirements for the proposed development and re-development projects.
- Attend pre-application meetings with the VILLAGE and representatives of the proposed development or re-development as required for obtaining necessary approvals.

Schedule:

- Ongoing throughout the Project.

## **Task 3 – Wastewater Operations**

The CONSULTANT will assist the VILLAGE with various elements of the Wastewater Utility's Operations Services as required or requested that include:

- a) Participation and attendance at regularly scheduled Operations meetings with the Wastewater Utility Operations Services and VILLAGE staff;
- b) Providing engineering review and approval of shop drawings required for identified improvements on the VILLAGE's wastewater collection system;
- c) Perform hydraulic calculations for the low pressure and vacuum sewer systems when needed to evaluate wastewater collection system capacity;
- d) Providing engineering inspection services for identified site improvements to the VILLAGE wastewater collection system;
- e) Providing and assisting with engineering evaluations for identified properties requiring central sewer service and connections with the VILLAGE's wastewater collection system; and
- f) Assisting with miscellaneous engineering requests received from the VILLAGE Wastewater Operations staff.

**Deliverables:**

- Attendance at scheduled Operations meetings;
- Engineering evaluations of identified properties for connection with the VILLAGE wastewater system; and
- Engineering inspection services as required for identified facility site improvements or modifications.

**Schedule:** - Ongoing throughout the Project.

**Task 4 – Construction Engineering Services**

The CONSULTANT will provide construction administration and construction observation services as required for identified wastewater construction projects in the VILLAGE. These services will include:

- a) Attendance at construction kickoff and progress meetings with VILLAGE staff and the selected Contractor for the purpose of reviewing project requirements, project schedules, shop drawing submittals, construction progress, testing, and any issues of concern.
- b) Conduct periodic field visits to the project site(s) for the purpose of confirming the Contractor's progress on the project and resolving any potential conflicts that may arise during project construction;
- c) Review and approval of shop drawings for conformance with the project design concept and compliance with the requirements of the contract for construction;
- d) Review the Contractor's requests for information (RFI) or clarification of the construction contract documents;
- e) Provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed infrastructure;
- f) Review monthly pay requests from the Contractor based on information provided by the VILLAGE, monthly progress meetings, and observations during site visits;
- g) Observe the start-up and coordination of mechanical systems, electrical, instrumentation and controls as required for the Project; and
- h) Conduct substantial and final completion inspections as required for the VILLAGE.

**Deliverables:**

- Attendance at project kickoff and progress meetings;
- Shop drawing reviews and approvals;
- Correspondence with contractors as required;
- Review of Contractor's monthly pay requests;
- Startup and testing reports; and
- Substantial and final completion inspections.

**Schedule:** - Ongoing throughout each identified project.

### **Task 5 – General Engineering Services**

The CONSULTANT will provide the VILLAGE with as-needed engineering assistance pertaining to the following services:

- Review, evaluation, and calculation of EDUs for new developments and re-developments, as requested by the VILLAGE, to ascertain the accuracy of estimated flows and the corresponding assessments levied by the VILLAGE against properties requesting wastewater services from the VILLAGE;
- Review engineering reports submitted for the purpose of establishing flows for new development or redevelopment projects;
- Correspond and attend meetings with the VILLAGE as required for assisting with the final determination of EDUs for proposed development and redevelopment projects;
- Providing as-needed assistance at the direction of the VILLAGE Manager or the Utilities Manager.

Schedule: - Ongoing throughout Project.

### **Compensation Summary**

The estimated budget associated with each task effort is summarized in the table below.

| Task No. & Description                               | Estimated Task Budget |
|--|-----------------------|
| Task 1 – FDEP Permitting Assistance                  | \$87,275.00           |
| Task 2 – Building & Planning Department Reviews      | \$40,900.00           |
| Task 3 – Wastewater Operations                       | \$26,350.00           |
| Task 4 – Construction Engineering Services           | \$18,220.00           |
| Task 5 – General Engineering Services                | \$26,670.00           |
| <b>Total Estimated FY21 Contract Services Budget</b> | <b>\$199,415.00</b>   |

**EXHIBIT “3”**

**2020-2021 Fiscal Year Expenditure**

**Payment Schedule**

The CONSULTANT will submit invoices to the VILLAGE on a monthly basis for actual services rendered and costs incurred for the performance of its services under this Project Agreement. Fees shall be based upon the CONSULTANT'S hourly rates as specified in the Continuing Services Agreement and the actual cost of reimbursable expenses.

Invoices shall be broken down by the above described Tasks and shall be based on the Billing Rate Schedule consistent with the current Continuing Services Agreement.

**PROJECT AGREEMENT**

**Between**

**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

**And**

**WADE TRIM, INC.**

**for**

**Work Authorization No. 1**

**GENERAL ENGINEERING SERVICES**

**TO PROVIDE DESIGN, PERMITTING AND CONSTRUCTION PHASE SERVICES;  
PERMITTING AND CONNECTION ASSISTANT SERVICES; AND OPERATION  
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**UTILITY**

**PROJECT AGREEMENT**  
**Between**  
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**General Engineering Services to Provide Owner's Representative Services; Design, Permitting, and Construction Phase Services; Permitting and Connection Assistance Services; and Operations Services to Assist in the Operation of the Village Wastewater Utility**

Pursuant to the provisions contained in the "Continuing Services Agreement" between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the "VILLAGE") and WADE TRIM, INC., ("CONSULTANT") dated September 2020, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1."

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

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

**SECTION 2. DELIVERABLES**

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the Deliverables as discussed in the "Scope of Services and Project Schedule" shown in Exhibit "2".

### **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This Project Agreement shall commence as of October 1, 2020 and shall continue in full force and effect through September 30, 2021, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed sixty (60) days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Council.

3.2 **Contract Time.** CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.3 **Liquidated Damages.** Unless otherwise excused by the VILLAGE in writing, in the event that the CONSULTANT fails to meet to the contract time for completion specific deliverables identified in the Project Schedule, the CONSULTANT shall pay to the VILLAGE the sum of Five Hundred (\$500.00) Dollars per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project. The CONSULTANT may request extension if the factors involved in delay or failure to meet the contract time are not under CONSULTANT's direct control. Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the VILLAGE reasonably believes that completion will be inexcusably delayed, the VILLAGE shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the VILLAGE to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the VILLAGE has withheld payment, the VILLAGE shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.4 All limitations of time set forth in this Agreement are of the essence.

### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Hourly Not To Exceed Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$199,415.00, FOR THE 2020-2021 FISCAL YEAR AS SHOWN IN EXHIBIT 3.

4.2 **Reimbursable and Travel Expenses.** Reimbursable and travel expenses shall be pursuant to Sections 1.2 and 1.5 of the Continuing Services Agreement.

## **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

**5.1 Hourly Not To Exceed Compensation.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this Project Agreement for Fiscal Year 2020-2021. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within thirty (30) calendar days of approval by the Village Manager of any invoices submitted by CONSULTANT to the VILLAGE.

**5.2 Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with additional backup documentation within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

**5.3 Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Village's reasonable satisfaction.

**5.4 Retainage.** The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed. For projects that are divided into several phases, any retainage shall be withheld and released individually for each phase of the project. Said retainage may be withheld at the sole discretion of the Village Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

**5.5 Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other

documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the VILLAGE for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the Consultant's work product shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the VILLAGE'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

**SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT**

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated September 2020 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

**[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

ATTEST:

ISLAMORADA, VILLAGE OF ISLANDS

Kelly S. Toth  
Kelly Toth, Village Clerk

By: Maria S. Bassett

Maria Bassett, Acting Village Manager/  
Finance Director

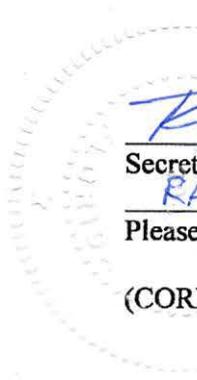
Date: 10/6/2020

Approved as to form and legality  
for the use and benefit of  
Islamorada, Village of Islands only:

  
Roget V. Bryan, Village Attorney

ATTEST:

WADE TRIM, INC.

  
Ralph Picano  
Secretary  
RALPH PICANO  
Please type name of Secretary

(CORPORATE SEAL)

By: Thomas S. Brzezinski  
Thomas S. Brzezinski, P.E.  
Executive Vice President

Date: 10/9/20

WITNESSES:

Laura Foxworthy  
Print Name: Laura Foxworthy  
Shari Krazel  
Print Name: Shari Krazel

**EXHIBIT "1"**

**Project Description**

Pursuant to Chapter 380, Florida Statutes, State of Florida, identified the Florida Keys as an area of critical concern to land and water management. The associated Administration Commission Rule requires installing an advanced sanitary sewer system to meet advanced wastewater treatment standards for the community by December 2015. In response to the State of Florida's mandate, the VILLAGE issued Request for Proposals (RFP) No. 11-06-29 and selected a Design-Build-Operate (DBO) Firm Reynolds Water Islamorada to perform the design, build and operate of the wastewater system. The CONSULTANT has since functioned as the Owner's Representative and Construction Manager and acted as the VILLAGE'S agent with regard to all aspects of this scope of services. The DBO Firm has completed delivery of the work associated with the design-build portion of the wastewater system.

The CONSULTANT continues to provide engineering support for the VILLAGE's Wastewater Utility. The CONSULTANT will report directly to the VILLAGE'S Wastewater Program Manager and/or VILLAGE Manager, and such other persons as directed by the VILLAGE Manager. The CONSULTANT'S duties to assist the VILLAGE with the operations of the wastewater utility are broken down into the following tasks:

- Task 1 – FDEP Permitting and Connection Assistance Services
- Task 2 – Building Department and Planning Department Reviews
- Task 3 – Wastewater Operations
- Task 4 – Construction Engineering Services
- Task 5 – General Engineering Services

**EXHIBIT "2"**  
**Scope of Services and Project Schedule**

**Task 1 – FDEP Permitting and Connection Assistance Service**

The CONSULTANT will continue to assist the VILLAGE with the review, processing, and approval of FDEP construction and place into operation permit applications received for new development and re-development projects connecting with the VILLAGE's wastewater collection system. Permitting assistance will include:

- a) Receiving, logging, and tracking of permit submittals;
- b) Reviewing permit applications for completeness and technical accuracy in accordance with the VILLAGE's Utility Policy;
- c) Corresponding with the Project Engineer-of-Record;
- d) Attending pre-application meetings with the permittee and the Project Engineer-of-Record as needed;
- e) Coordinating reviews and approvals with the Florida Department of Environmental Protection (FDEP), the Key Largo Wastewater Treatment District (KLWTD), the KLWTD's engineer-of-record, and other applicable regulatory agencies as needed.

**Deliverables:**

- Permitting review and correspondence as required throughout the Project with the VILLAGE, the FDEP, the KLWTD, the Engineer-of-Record, and other public agencies involved with the Project.
- Consult with and advise the VILLAGE on engineering aspects of the Project as it pertains to wastewater collection, transmission and treatment requirements of the VILLAGE wastewater facilities.
- Attend pre-application meetings with the VILLAGE and representatives of identified projects as required for obtaining permit approvals.

**Schedule:**

- Ongoing throughout the Project.

## **Task 2 – Building Department & Planning Department Reviews**

The CONSULTANT will continue to assist the VILLAGE with engineering plan reviews of new development and re-development projects which are submitted to the VILLAGE Planning Department, the VILLAGE Building Department, and the VILLAGE Wastewater Department. Wade Trim's reviews will consist of:

- a) Preliminary plan submittals and preliminary design report reviews;
- b) Confirming the requested connections with the VILLAGE's wastewater collection system;
- c) Confirming that both the collection system capacity and the KLWTD treatment capacity exist for the proposed development; and
- d) Confirming compliance with the VILLAGE's Minimum Design and Construction Standards and Specifications for Wastewater.

**Deliverables:**

- Correspondence as required throughout the Project with the VILLAGE, the FDEP, the KLWTD, the Engineer-of-Record, and other public agencies involved with the Project.
- Consult with and advise the VILLAGE on engineering aspects of the proposed Project as it pertains to wastewater collection, transmission, and treatment requirements for the proposed development and re-development projects.
- Attend pre-application meetings with the VILLAGE and representatives of the proposed development or re-development as required for obtaining necessary approvals.

**Schedule:**

- Ongoing throughout the Project.

## **Task 3 – Wastewater Operations**

The CONSULTANT will assist the VILLAGE with various elements of the Wastewater Utility's Operations Services as required or requested that include:

- a) Participation and attendance at regularly scheduled Operations meetings with the Wastewater Utility Operations Services and VILLAGE staff;
- b) Providing engineering review and approval of shop drawings required for identified improvements on the VILLAGE's wastewater collection system;
- c) Perform hydraulic calculations for the low pressure and vacuum sewer systems when needed to evaluate wastewater collection system capacity;
- d) Providing engineering inspection services for identified site improvements to the VILLAGE wastewater collection system;
- e) Providing and assisting with engineering evaluations for identified properties requiring central sewer service and connections with the VILLAGE's wastewater collection system; and
- f) Assisting with miscellaneous engineering requests received from the VILLAGE Wastewater Operations staff.

**Deliverables:**

- Attendance at scheduled Operations meetings;
- Engineering evaluations of identified properties for connection with the VILLAGE wastewater system; and
- Engineering inspection services as required for identified facility site improvements or modifications.

**Schedule:** - Ongoing throughout the Project.

**Task 4 – Construction Engineering Services**

The CONSULTANT will provide construction administration and construction observation services as required for identified wastewater construction projects in the VILLAGE. These services will include:

- a) Attendance at construction kickoff and progress meetings with VILLAGE staff and the selected Contractor for the purpose of reviewing project requirements, project schedules, shop drawing submittals, construction progress, testing, and any issues of concern.
- b) Conduct periodic field visits to the project site(s) for the purpose of confirming the Contractor's progress on the project and resolving any potential conflicts that may arise during project construction;
- c) Review and approval of shop drawings for conformance with the project design concept and compliance with the requirements of the contract for construction;
- d) Review the Contractor's requests for information (RFI) or clarification of the construction contract documents;
- e) Provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed infrastructure;
- f) Review monthly pay requests from the Contractor based on information provided by the VILLAGE, monthly progress meetings, and observations during site visits;
- g) Observe the start-up and coordination of mechanical systems, electrical, instrumentation and controls as required for the Project; and
- h) Conduct substantial and final completion inspections as required for the VILLAGE.

**Deliverables:**

- Attendance at project kickoff and progress meetings;
- Shop drawing reviews and approvals;
- Correspondence with contractors as required;
- Review of Contractor's monthly pay requests;
- Startup and testing reports; and
- Substantial and final completion inspections.

**Schedule:** - Ongoing throughout each identified project.

### **Task 5 – General Engineering Services**

The CONSULTANT will provide the VILLAGE with as-needed engineering assistance pertaining to the following services:

- Review, evaluation, and calculation of EDUs for new developments and re-developments, as requested by the VILLAGE, to ascertain the accuracy of estimated flows and the corresponding assessments levied by the VILLAGE against properties requesting wastewater services from the VILLAGE;
- Review engineering reports submitted for the purpose of establishing flows for new development or redevelopment projects;
- Correspond and attend meetings with the VILLAGE as required for assisting with the final determination of EDUs for proposed development and redevelopment projects;
- Providing as-needed assistance at the direction of the VILLAGE Manager or the Utilities Manager.

Schedule: - Ongoing throughout Project.

### **Compensation Summary**

The estimated budget associated with each task effort is summarized in the table below.

| <b>Task No. &amp; Description</b>                    | <b>Estimated Task Budget</b> |
|--|------------------------------|
| Task 1 – FDEP Permitting Assistance                  | \$87,275.00                  |
| Task 2 – Building & Planning Department Reviews      | \$40,900.00                  |
| Task 3 – Wastewater Operations                       | \$26,350.00                  |
| Task 4 – Construction Engineering Services           | \$18,220.00                  |
| Task 5 – General Engineering Services                | \$26,670.00                  |
| <b>Total Estimated FY21 Contract Services Budget</b> | <b>\$199,415.00</b>          |

**EXHIBIT "3"**

**2020-2021 Fiscal Year Expenditure**

**Payment Schedule**

The CONSULTANT will submit invoices to the VILLAGE on a monthly basis for actual services rendered and costs incurred for the performance of its services under this Project Agreement. Fees shall be based upon the CONSULTANT'S hourly rates as specified in the Continuing Services Agreement and the actual cost of reimbursable expenses.

Invoices shall be broken down by the above described Tasks and shall be based on the Billing Rate Schedule consistent with the current Continuing Services Agreement.