

RESOLUTION NO. 21-11-117

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 3 BETWEEN PAGE EXCAVATING, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, FOR REPLACEMENT OF UP TO 500 POLY CHECK VALVES FOR THE VILLAGE'S WASTEWATER LOW PRESSURE FORCE MAIN (LPFM), COMPLETE CONCRETE REPAIR WORK AROUND VACUUM PIT LIDS AND INSTALLING NEW MULCH BED ODOR CONTROL AT THE NORTH PLANTATION KEY TRANSFER STATION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 3; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village entered into a Continuing Services Agreement (the "Agreement") with Page Excavating Inc. for Wastewater System Services for a five (5) year period effective May 24, 2018; and

WHEREAS, On July 1, 2021, council approved Resolution 21-07-59, thereby approving Work authorization No. 2 with Page Excavating, Inc. ("Page") to replace up to 100 check valves; and

WHEREAS, the Village has replaced one hundred (100) malfunctioning poly check valves throughout the Village's wastewater low pressure force main with stainless-steel check valves and determined the need to replace the remaining check valves in the low-pressure force main up to 500 check valves; and

WHEREAS, the Village has also determined the need to do concrete repair work around vacuum pit lids which have begun to sink, which could cause potentially harmful conditions; and

WHEREAS, the Village would like to proactively re-route piping and create a new mulch bed odor control at the North Plantation Key Transfer station to alleviate the smell of sewage in the surrounding neighborhoods; and

WHEREAS, Page was utilized to complete previous repairs and replacements on a project-by-project basis; and

WHEREAS, pursuant to the Agreement, the Village and Page desire to enter into Work Authorization No. 3, attached hereto as Exhibit "A", to replace up to 500 malfunctioning poly check valves throughout the Village's wastewater low pressure force main, complete the concrete repair work around the vacuum lids and create the new mulch bed odor control; and

WHEREAS, the Village Council finds that approval of the Work Authorization No. 3 with Page is in the best interest of the Village.

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

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Approval of Work Authorization.** The Village Council hereby approves Work Authorization No. 3 between Page and the Village for provision of services to provide labor to replace up to 500 malfunctioning poly check valves throughout the Village's wastewater low pressure force main with a not-to-exceed amount of Four Hundred Fifty Thousand and no/100 Dollars (\$450,000.00), plus a fee of Thirty Thousand and no/100 Dollars (\$30,000.00) to complete the concrete repair work and a fee of Thirty-Three Thousand Five Hundred and no/100 dollars (\$33,500.00) for creating the new mulch bed odor control.

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 Councilman David Webb, second by Vice Mayor Pete Bacheler.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	YES
Vice Mayor Peter Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

PASSED AND ADOPTED this 18th day of November, 2021.


JOSEPH B PINDER III, MAYOR

ATTEST:


KELLY TOTTH, VILLAGE CLERK

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


ROGET V. BRYAN, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

PAGE EXCAVATING, INC.

For

Work Authorization No. 3

Wastewater Construction Installation and Repair Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and PAGE EXCAVATING, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide Poly Check Valve Replacement Services, and Concrete repair work to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1", Exhibit "2", and Exhibit "3".

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1", Exhibit "2", and Exhibit "3".

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement between the VILLAGE and CONSULTANT, dated May 24, 2018, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the Deliverables as discussed in the "Project Description" shown in Exhibit "1".

2.2 Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the PROJECT in both paper and electronic formats as appropriate,

excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the PROJECT.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **September 30, 2022** unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the 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 "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

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 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed **Four Hundred and Fifty Thousand and no/100 Dollars (\$450,000.00)** as compensation for performance of installing the poly check valves in the low pressure force main. The VILLAGE also agrees to pay CONSULTANT **Thirty Thousand and no/100 Dollars (\$30,000.00)** as compensation for concrete repair work around vacuum pit lids. The VILLAGE also agrees to pay CONSULTANT **Thirty Thousand and no/100 Dollars (\$33,500.00)** as compensation for creating a new mulch bed odor control at the North Plantation Key Transfer Station. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not

constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the location and nature of the work performed.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

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

5.4 Retainage. The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed, as applicable. Said retainage may be withheld at the sole discretion of the VILLAGE and as security for the successful and timely completion of the CONSULTANT'S duties and responsibilities under this Project Agreement.

5.5 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

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

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Mark Page	Owner

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

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and CONSULTANT, dated May 24, 2018, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:  _____
Gregory J. Oravec, Village Manager

The 23 day of November 2021.

AUTHENTICATION:

 _____
Kelly Toth, Village Clerk

(SEAL)

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

 _____
Roget V. Bryan, Village Attorney

CONSULTANT

PAGE EXCAVATING, INC.

By: 

Print Name: MARK PAGE

Title: Pres

The 19 day of Nov., 2021.


AUTHENTICATE:


Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:


Print Name: Bobbie Fisher


Print Name: Stephanie Conde

Estimate

Page Excavating
156 Pueblo Street
Tavernier, FL 33070
Office Phone: (305) 481-4898
page_excavating@yahoo.com

Estimate Number: E211108151
Estimate Date: 11/08/2021
Payment Terms: Due On Receipt
Estimate Amount: 450,000.00
Created By: Mark Page

Billing Address
Islamorada Village Of Islands
Islamorada, FL 33036

Shipping Address
Islamorada Village Of Islands

Item #	Item Name	Quantity	Unit Price	Taxable	Total
4946	Replace check valves Village to supply check valves Page Excavating to supply all fusing couplers and accessory parts remove and replace check valves restore area	500.00	900.00		450,000.00

Subtotal: \$ 450,000.00
Estimate Amount \$ 450,000.00

Estimate

Page Excavating
156 Pueblo Street
Tavernier, FL 33070
Office Phone: (305) 481-4898
page_excavating@yahoo.com

Estimate Number: E211109152
Estimate Date: 11/09/2021
Payment Terms: Due On Receipt
Estimate Amount: 30,000.00
Created By: Mark Page

Billing Address
Islamorada Village Of Islands
Islamorada, FL 33036

Shipping Address
Islamorada Village Of Islands

Item #	Item Name	Quantity	Unit Price	Taxable	Total
4947	Concrete replacement around manholes Remove concrete reset ring and cover re-pour concrete restore area	30.00	1,000.00		30,000.00

Subtotal: \$ 30,000.00
Estimate Amount \$ 30,000.00

Estimate

Page Excavating
156 Pueblo Street
Tavernier, FL 33070
Office Phone: (305) 481-4898
page_excavating@yahoo.com

Estimate Number: E211020129
Estimate Date: 10/20/2021
Payment Terms: Due On Receipt
Estimate Amount: 33,500.00
Created By: Mark Page

Billing Address
Islamorada Village Of Islands
Islamorada, FL 33036

Shipping Address
Islamorada Village Of Islands

Item #	Item Name	Quantity	Unit Price	Taxable	Total
4915	Woods corner transfer station Reroute Piping to create new mulch bed odor control as per plan	1.00	33,500.00		33,500.00

Subtotal: \$ 33,500.00
Estimate Amount \$ 33,500.00