

RESOLUTION NO. 21-07-59

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK
AUTHORIZATION NO. 2 BETWEEN PAGE EXCAVATING, INC.
AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE PARTS
AND LABOR FOR REPLACEMENT OF UP TO 100 POLY CHECK
VALVES FOR THE VILLAGE'S WASTEWATER LOW PRESSURE
FORCE MAIN (LPFM); AUTHORIZING VILLAGE OFFICIALS TO
IMPLEMENT THE TERMS AND CONDITIONS OF WORK
AUTHORIZATION NO. 2; AUTHORIZING THE VILLAGE
MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE
VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Pursuant to Section 287.057, Florida Statutes, the Village requested proposals from qualified firms pursuant to a Request for Quotations for Professional Contractor Services for Wastewater Systems (RFQ 18-02); and

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

WHEREAS, the Village has determined the potential need to replace one hundred (100) malfunctioning poly check valves throughout the Village's wastewater low pressure force main with stainless-steel check valves to prevent future malfunctions and sewer backups.

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

WHEREAS, pursuant to the Agreement, the Village and Page desire to enter into Work Authorization No. 2 with Page, attached hereto as Exhibit "A", to provide parts and labor to replace up to 100 malfunctioning poly check valves throughout the Village's wastewater low pressure

force main for a not-to-exceed fee of One Hundred and Thirty-Five Thousand and no/100 Dollars (\$135,000.00); and

WHEREAS, the Village Council finds that approval of the Work Authorization No. 2 with Page 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 approves Work Authorization No. 2 between Page and the Village for provision of services to provide parts and labor to replace up to 100 malfunctioning poly check valves throughout the Village's wastewater low pressure force main with a not-to-exceed amount of One Hundred Thirty-Five Thousand and no/100 Dollars (\$135,000.00).

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.

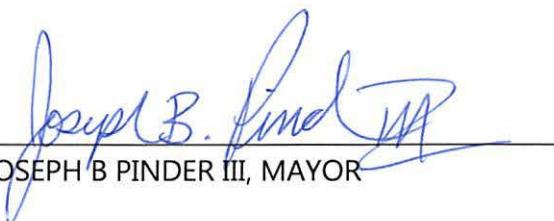
Motion to adopt by Mayor Joseph B. Pinder III, second by Vice Mayor Pete Bacheler.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

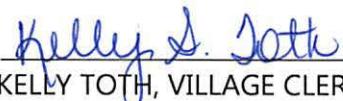
Mayor Joseph B. Pinder III	YES
Vice Mayor Peter Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

PASSED AND ADOPTED THIS 1ST DAY OF JULY, 2021.



JOSEPH B PINDER III, MAYOR

ATTEST:



KELLY TOTH, 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. 2

Wastewater Poly Check Valve Replacement 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 to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1."

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

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 **one Hundred and Thirty-Five Thousand and no/100 Dollars (\$135,000.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, 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 – Page Excavating, Inc

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.

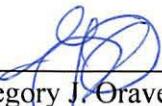
SECTION 9. SEVERABILITY

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 6 day of July 2021.

AUTHENTICATION:

Kelly S. Toth
Kelly Toth, Village Clerk



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 8 day of JULY, 2021.

AUTHENTICATE:

Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:

Kelly S Toth
Print Name: Kelly S Toth
Bobbie J Fisher
Print Name: Bobbie J Fisher

Estimate

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

Estimate Number: E210607883
Estimate Date: 06/07/2021
Payment Terms: Due On Receipt
Estimate Amount: 135,000.00
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
4626	Supply and replace check valves Supply and replace PVC check valves with stainless steel check valves Page Excavating to supply all parts and labor	100.00	1,350.00		135,000.00

Subtotal: \$ 135,000.00
Estimate Amount \$ 135,000.00

NON-EXCLUSIVE CONTINUING SERVICES AGREEMENT

between

ISLAMORADA, VILLAGE OF ISLANDS

and

**PAGE EXCAVATING, INC.
A Florida corporation**

For

Professional Contractor Services for Wastewater System

**NON-EXCLUSIVE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL CONTRACTOR
SERVICES FOR WASTEWATER SYSTEM**

THIS AGREEMENT is made between ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, (hereinafter referred to as the "VILLAGE") AND PAGE EXCAVATING, INC., a Florida corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"), whose place of business is 156 Pueblo Street, Tavernier, Florida 33070.

WHEREAS, pursuant to Section 287.057, Florida Statutes, the VILLAGE requested proposals from qualified firms pursuant to a Request for Quotations for Professional Contractor Services for Wastewater System (RFQ 18-02); and

WHEREAS, the VILLAGE desires to hire the CONSULTANT on a continuing, nonexclusive basis to provide continuing wastewater maintenance and repair services and other related services (the "Services") as expressed in RFQ 18-02 to which CONSULTANT responded; and

WHEREAS, CONSULTANT is willing and able to perform such professional services for the VILLAGE within the basic terms and conditions set forth in this non-exclusive continuing services agreement (hereinafter referred to as "Continuing Services Agreement" or "Agreement") and the VILLAGE's RFQ 18-02; and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the CONSULTANT to perform a Specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for Specific Projects or services when required.

WHEREAS, the Village's Request for Quotations (RFQ 18-02) was undertaken in accordance with Chapter 287, Florida Statutes, and the parties hereto have complied with all the requirements therein; and

WHEREAS, the CONSULTANT and VILLAGE desire to enter into the foregoing Agreement for a period of five (5) years from the date of execution hereof, for CONSULTANT to perform all professional services in connection with, RFQ 18-02 as described herein, on a continuing basis

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, VILLAGE and CONSULTANT hereby agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 Compensation: The total amount paid by the VILLAGE to the CONSULTANT for rendering professional services for a specific project, exclusive of reimbursable expenses.

1.2 Reimbursable Expenses: The direct non-salary expenses directly attributable to the Project. Reimbursable expenses may include actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement:** An agreement to provide services for a particular Project.

1.4 **Subconsultant Fee:** The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses:** Travel expenses, whether within or outside of Monroe County, and whether to Specific Project or otherwise, shall not be reimbursed unless CONSULTANT has secured advance written authorization for such travel from the Village Manager. All approved travel expenses will be reimbursed in accordance with the village adopted travel policy.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 CONSULTANT may provide professional services to the VILLAGE for Specific Projects as authorized from time to time by either the Village Council or the Village Manager, as authorized by subsection 2.6 hereunder and the Village's purchasing regulations. The VILLAGE reserves the right to select one or more firms to do the Projects.

2.2 When the need for services for a Specific Project occurs, the Village Manager may enter into negotiations with the CONSULTANT for that Specific Project under the terms and conditions of this Agreement. The VILLAGE shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide professional services for the Specific Project. The CONSULTANT shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The Village Manager and CONSULTANT shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The VILLAGE and CONSULTANT shall utilize as the agreement for each Specific Project a Standard Project Agreement ("Project Agreement"). Each supplemental agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements for consultant agreements pursuant to Chapter 287, Florida Statutes;
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the Village Manager determines that the CONSULTANT's services for a particular Project are needed on an hourly basis in lieu of a lump sum compensation package, the CONSULTANT shall charge the VILLAGE for professional services at those hourly fees as specified in

Exhibit "A". The Project Agreement shall specify that the CONSULTANT's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the CONSULTANT shall commence subsequent to the execution of each Project Agreement.

2.6 The Village Manager is authorized to negotiate and execute Project Agreements for Projects in which the CONSULTANT's services do not exceed \$25,000.00. The CONSULTANT's Services shall be performed, completed and submitted to the VILLAGE as specified in the Project Agreement.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement** - This Continuing Service Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for period of five (5) years therefrom, unless and until terminated pursuant to Section 3.2, 3.3, or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed to by the VILLAGE and the CONSULTANT for services to be rendered under said Project Agreement.

3.2 **Termination - For Convenience** - This Continuing Services Agreement may be terminated by the VILLAGE for convenience upon thirty (30) calendar days written notice to the CONSULTANT.

3.3 **Effect on Project Agreement** - Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

3.4 **Non-Exclusive Agreement** - Notwithstanding the provisions of Subsection 3.1, the Village Manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the VILLAGE under similar agreements. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for any specific project.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted**. Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the VILLAGE by Change Order without invalidating the Project Agreement.

4.2 **Change Order Defined**. Change Order shall mean a written order to the CONSULTANT executed by the VILLAGE, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the

Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 **Effect of Executed Change Order.** The execution of a Change Order by the VILLAGE and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the VILLAGE for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

4.4 **Authority to Execute Changes or Requests for Additional Services.** The Village Manager is authorized to negotiate and execute Change Orders, in an amount not to exceed \$25,000.00 per change. Changes, in accordance with the purchasing procedures set forth in the Village Code of Ordinance.

SECTION 5. SURVIVAL OF PROVISIONS

5.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 6. VILLAGE'S RESPONSIBILITIES

6.1 Assist the CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allowing reasonable access to all pertinent information relating to the services to be performed by the CONSULTANT.

6.2 Furnish to the CONSULTANT, at the CONSULTANT's written request, all available documents, reports and other data pertinent to the services to be provided by the CONSULTANT, in possession of the VILLAGE.

6.3 Arrange for access to and make all provisions for the CONSULTANT to enter upon public property as required for the CONSULTANT to perform services.

SECTION 7. CODE OF ETHICS

7.1 The CONSULTANT agrees to abide by all applicable State and Village codes in the performance of services hereunder and they shall be incorporated in this Agreement by this reference.

7.2 The CONSULTANT warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

SECTION 8. POLICY OF NON-DISCRIMINATION/WAGES

8.1 The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color,

religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

8.2 The CONSULTANT shall comply with the wage provisions of Chapter 287, Florida Statutes. If the project is subject to federal or state grant funding that requires specific wage and non-discrimination provisions, the CONSULTANT shall be required to comply with the same.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the VILLAGE or furnished by the CONSULTANT pursuant to any Project Agreement, shall become the property of the VILLAGE, whether the Project for which they are made is completed or not, and shall be delivered by the CONSULTANT to the VILLAGE within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT, without the VILLAGE's prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the VILLAGE.

SECTION 10. RECORDS/AUDITS

10.1 The CONSULTANT shall maintain and require Subconsultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Specific Project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Village Manager or any authorized VILLAGE representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Project Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the VILLAGE of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the reasonable satisfaction of the VILLAGE.

10.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONSULTANT is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;**
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;**

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

10.3 Refusal of the CONSULTANT to comply with the provisions of Sections 10.1 or 10.2 shall be grounds for immediate termination for cause by the VILLAGE of this Agreement or any Project Agreement.

SECTION 11. NO CONTINGENT FEE

11.1 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, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, the VILLAGE shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONTRACTOR

12.1 The CONSULTANT is an independent contractor under this Agreement and any Project Agreement. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Project Agreements shall be those of the CONSULTANT.

SECTION 13. ASSIGNMENT: AMENDMENTS

13.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the CONSULTANT, without the prior written consent of the VILLAGE.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

14.1 Pursuant to Section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the VILLAGE and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by any errors or omissions, negligence, recklessness, or

intentionally wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this or any Project Agreement.

SECTION 15. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the VILLAGE against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers. 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 a minimum of:

15.1 Worker's Compensation and Employer's Liability Insurance: Coverage 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 \$100,000.00 each accident.

15.2 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the VILLAGE against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

15.3 Commercial General Liability: This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the VILLAGE against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The VILLAGE is to be specifically included as an Additional Insured for the liability of the VILLAGE resulting from operations performed by or on behalf of the CONSULTANT in performance of this or any Project 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 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 in the same manner as if separate policies had been issued to each.

15.4 Professional Liability: The CONSULTANT shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.00 with a deductible of no more than \$25,000.00 per claim. The CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the VILLAGE, the CONSULTANT shall make available for inspection copies of any claims filed or made against the policy during the policy term. The CONSULTANT shall additionally notify the VILLAGE, in writing, within thirty (30) calendar days of any claims filed or made against the policy in excess of \$25,000.00 during the policy term.

15.5 Certificate of Insurance: Prior to the execution of this Agreement, the CONSULTANT shall provide the Village Manager with evidence of insurability from the CONSULTANT's Insurance Carrier or a Certificate of Insurance. Prior to execution of any Project Agreement, the CONSULTANT shall provide to the Village Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any Project Agreement and shall state that such insurance is as required by this and any Project Agreement. The VILLAGE reserves the right to require the CONSULTANT to provide 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 or policies 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 Manager.

15.6 All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Village Manager may require the CONSULTANT, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the CONSULTANT's deductible for Professional Liability Insurance.

SECTION 16. REPRESENTATIVE OF VILLAGE AND THE CONSULTANT

16.1 VILLAGE REPRESENTATIVE. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the Village Manager or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 CONSULTANT REPRESENTATIVE. The CONSULTANT shall inform the VILLAGE Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 17. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

17.1 If either the VILLAGE or the CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal

legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

17.2 In the event of any litigation arising out of this Agreement or Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

18.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 19. THE CONSULTANT' RESPONSIBILITIES

19.1 The CONSULTANT shall comply with all applicable provisions of the Village Code, as well as State and Federal laws, rules and regulations.

19.2 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by professionals under similar circumstances. If at any time during the term of any Project Agreement for which the CONSULTANT has provided services under a prior Project Agreement, it is determined that the CONSULTANT's data, documents or services rendered are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the VILLAGE, the CONSULTANT shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the VILLAGE for any other services and expenses made necessary thereby, save and except any costs and expenses which the VILLAGE would have otherwise paid absent the CONSULTANT's error or omission. The VILLAGE's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

19.3 The CONSULTANT's obligations under Paragraph 19.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

19.4 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

SECTION 20. SUBCONSULTANTS

20.1 In the event the CONSULTANT requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the CONSULTANT must secure prior written approval of the Village Manager. The CONSULTANT shall

utilize his/her best efforts to utilize Subconsultants where principal place of business is located within the Village or Monroe County.

20.2 Any subcontract with a Subconsultant shall afford to the CONSULTANT rights against the Subconsultant which correspond to those rights afforded to the VILLAGE against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the VILLAGE for use by the CONSULTANT.

SECTION 21. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR THE CONSULTANT:

Page Excavating, Inc.
156 Pueblo Street
Tavernier, Florida 33070
Telephone: 305-481-4898

FOR VILLAGE:

Islamorada, Village of Islands
Seth Lawless, Village Manager
86800 Overseas Highway
Islamorada, Florida 33036
Telephone: 305-664-6400

Copy: Roget V. Bryan, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
Telephone: 305-664-6418
Facsimile: 305-504-8989

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the VILLAGE determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit

costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida State or Federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement hereunder shall be in Monroe County, Florida.

SECTION 24. GOVERNING LAW

This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 25. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 26. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 27. SEVERABILITY

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

SECTION 28. 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.

IN WITNESS WHEREOF, the parties execute 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 the CONSULTANT by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

ISLAMORADA, VILLAGE OF ISLANDS

Kelly J. Tott
Kelly Tott, Village Clerk

By: Seth Lawless
Seth Lawless, Village Manager
Date: 5/24/18

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

Roget V. Bryan
Roget V. Bryan, Village Attorney

ATTEST:

PAGE EXCAVATING, INC.

M. S. Pres
By: M. S. Pres
Date: 5/14/18

WITNESSES:

Ela Hernandez
Print Name: Ela Hernandez

Kathy Orsinger
Print Name: Kathy Orsinger

See attached document for Exhibit "A"

Proposal from Page Excavating, Inc.

**Page Excavating, INC
156 Pueblo Street
Tavernier, FL 33070**

My name is Mark Page and I have been a Monroe County Resident for over 46 years. I, Mark Page, would like to introduce my company Page Excavating, INC. We have six employees and we specialize in underground utility installation and repair. Page Excavating, INC has completed the following projects:

Removed and installed over 200 vacuum pits for Layne Heavy Civil, INC in the Village of Islands.

Numerous Emergency Repairs for Severn Trent Services in the Village of Islands.

Installed grinder stations in the Village of Islands for Severn Trent and Layne Heavy Civil.

I appreciated your consideration of Page Excavating for RFQ-18-02

Best Regards,



**Mark Page
Page Excavating, INC
President**



Monroe County eGovPLUS 9.1

Notice:

We are aware of the technical issues that have made this site inaccessible at times and we are currently working with the product vendor to resolve.



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CONTRACTOR DETAILS

Updates to Contractor Status are done periodically. To verify if a contractor is active, please check on the Contractor Details screen that the Business Tax, State License and/or County COC, Liability Ins and Work Comp dates have not expired. If a contractor status is HOLD they are not active.

Contractor ID	10929	Qualifier	PAGE, MARK SCOTT
Company	PAGE EXCAVATING INC	Bus Tax Lic Expires	09-30-2016
Address	156 PUEBLO STREET	Work Comp Expires	04-01-2016
		Liability Ins Expires	12-15-2016
City/State/Zip	TAVERNIER, FL 33078-0577	State License	RF11067477
Phone	(305) 481-4698	State Expires	08-31-2019
County COC	PC458		
COC Expires	10-31-2019		

Licensee Details**Licensee Information**

Name: **PAGE, MARK SCOTT (Primary Name)**
PAGE EXCAVATING INC (DBA Name)
Main Address: **PO BOX 577**
TAVERNIER Florida 33070
County: **MONROE**

License Mailing:

LicenseLocation: **156 PUEBLO ST**
TAVERNIER FL 33070
County: **MONROE**

License Information

License Type: **Registered Plumbing Contractor**
Rank: **Reg Plumbing**
License Number: **RF11067477**
Status: **Current,Active**
Licensure Date: **10/28/2009**
Expires: **08/31/2019**

Special Qualifications

License Returned **08/30/2017**
Construction Business **10/28/2009**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions,

please contact 850.487.1395. Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



CITY OF KEY WEST, FLORIDA

Regulatory Permit License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name	PAGE, MARK	CtlNbr:0026628
Location Addr	156 PUEBLO ST	
Lic NBR/Class	17-00032758 COMPETENCY CARD	
Issue Date:	February 09, 2017	Expiration Date:September 30, 2017
License Fee	\$75.00	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$75.00	

Comments: COMP CARD #3678 FOR PLUMBING CONTRACTOR

PAGE, MARK
156 PUEBLO ST

TAVERNIER FL 33070

Open:	KEYMKP	Type:	QC	Drawer:	1
Date:	2/10/17 59	Receipt no.:	9770		
	2017 32758				
DR		LIC OCCUPATIONAL RENEWAL			
		1.00			\$75.00
		Trans number:			3101033
		BY CHECK			\$292.00
		Trans date:	2/09/17		Time: 16:35:36



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW **

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/15/2016

EXPIRATION DATE: 12/15/2018

PERSON: PAGE

MARK

FEIN: 650738739

BUSINESS NAME AND ADDRESS:

PAGE EXCAVATING, INC

156 PUEBLO STREET

TAVERNIER FL 33070

SCOPE OF BUSINESS OR TRADE:

Licensed Plumbing Contractor

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

ATTACHMENT A

Instructions:

Indicate the cost for each of the services you are interested in performing. Contractors can bid on all or some of the work.

Large Scale Fixed Price with Economic Price Adjustments (CPI) for 3-5 years

Examples of such services may include:

1. Emergency repairs or replacement of the damaged Conveyance Force Main (CFM) for identified piping types, diameters and depths as identified below:

a. HDPE, DR13.5 CFM pipe diameters:

- i. 10-inch; \$ _____
- ii. 14-inch; \$ _____
- iii. 18-inch. \$ _____

b. HDPE, DR13.5 CFM @ depths below ground surface:

- i. 3-5 feet; \$ _____
- ii. 5-8 feet; \$ _____
- iii. 8-10 feet. \$ _____

c. PVC, DR25 CFM pipe diameters:

- i. 8-inch; \$ _____
- ii. 10-inch; \$ _____
- iii. 12-inch; \$ _____
- iv. 16-inch; \$ _____
- v. 18-inch. \$ _____

d. PVC, DR25 @ depths below ground surface:

- i. 3-5 feet; \$ _____
- ii. 5-7 feet; \$ _____
- iii. 7-9 feet. \$ _____

2. Installation of new service connections and extensions on the CFM; including electrofusion (HDPE) or hot taps (PVC) for various pipe types, diameters and depths as identified below:

a. HDPE, DR13.5 CFM pipe diameters:

- i. 8-inch; \$ 80 FT
- ii. 10-inch; \$ _____
- iii. 12-inch; \$ _____
- iv. 18-inch. \$ _____

b. HDPE, DR13.5 CFM @ depths below ground surface:

- i. 3-5 feet; \$ 80 FT

- ii. 5-8 feet; \$ 90 FT
- iii. 8-10 feet. \$ 100 FT
- c. PVC, DR25 CFM pipe diameters:
 - i. 8-inch; \$ 80 FT
 - ii. 10-inch; \$ _____
 - iii. 12-inch; \$ _____
 - iv. 16-inch; \$ _____
 - v. 18-inch. \$ _____
- d. PVC, DR25 @ depths below ground surface:
 - i. 3-5 feet; \$ 80 FT
 - ii. 5-7 feet; \$ 90 FT
 - iii. 7-9 feet. \$ 100 FT

3. Emergency repairs of existing vacuum mains in the Village collection system at various construction depths and vacuum main diameters as identified below:

- a. Vacuum Main depths:
 - i. 3-5 ft below ground surface; \$ 2100.00 min. charge
 - ii. 5-6 ft below ground surface; \$ 2500.00 "
 - iii. 6-8 ft below ground surface. \$ 3000.00 "
- b. Vacuum Main SDR 21 PVC pipe diameters:
 - i. 4-inch; \$ 2100.00
 - ii. 6-inch; \$ 3000.00 min charge
 - iii. 8-inch; \$ 4000.00
 - iv. 10-inch; \$ _____
 - v. 12-inch. \$ _____

4. Installation of vacuum main extensions and new service connections as deemed necessary by the engineering staff for vacuum main diameters at various construction depths as identified below:

- a. Vacuum Main depths:
 - i. 3-5 ft below surface; \$ 6000 FT
 - ii. 5-6 ft below surface; \$ 7500 FT
 - iii. 6-8 ft below surface. \$ 10000 FT
- b. Vacuum Main SDR 21 PVC pipe diameters:
 - i. 4-inch; \$ 6000 FT
 - ii. 6-inch; \$ 6000 FT
 - iii. 8-inch; \$ 7000 FT
 - iv. 10-inch; \$ _____
 - v. 12-inch. \$ _____

5. Emergency repairs or replacement of damaged HDPE low pressure force main (LPFM) for diameters and various construction depths as identified below:

a. LPFM depths:

- i. 3-4 ft below surface; \$2100.00
- ii. 4-5 ft below surface; \$2500.00
- iii. 5-6 ft below surface. \$3000.00

min. charge

b. LPFM pipe diameters:

- i. 1-1/4-inch; \$2100.00
- ii. 1-1/2-inch; \$2400.00
- iii. 2-inch; \$2700.00
- iv. 3-inch; \$3000.00
- v. 4-inch. \$3000.00

min. charge

6. Pump-out services at the North Plantation Key Repump Station located at 286 Gardenia Street in emergency circumstances, including major events, including a complete force main service outage *(see below).

7. Pump-out services at the Middle Plantation Key Vacuum Pump Station located at 103 Key Heights or the South Plantation Key Vacuum Pump Station located at 86750 Overseas Highway in emergency circumstances, including major events, including a complete force main service outage *(see below).

8. Pump-out services at the Upper Matecumbe Key Booster Pump Station located at 140 Carroll Street in emergency circumstances, including major events, including a complete force main service outage *(see below).

9. Pump-out services at the Lower Matecumbe Key Vacuum Pump Station located at 74060 Overseas Highway in emergency circumstances, including major events, including a complete force main service outage *(see below).

Small Scale Fixed Price with Economic Price Adjustments (CPI) for 3-5 years
Examples of such services may include:

10. Installation, integrity testing, and connection of vacuum valve pits on the existing vacuum collection system. ~~12,300.00 per vacuum pit~~

~~12,300.00 existing pit (includes 21' storage and pump)~~

11. Removal of existing vacuum valve pits on the existing vacuum collection system.

~~2,500.00 per station~~

12. Installation, integrity testing, and connection of a Village Simplex Grinder Pump Station (Wet Well, Pump, Valve Box, and Control Panel) for connection with the Village's low-pressure collection system. ~~47,300.00~~

13. Removal of an existing Village-owned grinder pump(s). 1500.00

14. Removal of an existing Village-owned simplex grinder pump wet well; assume an 84-inch deep basin. 3000.00

15. Removal of an existing Village-owned duplex grinder pump wet well; assume an 84-inch deep basin. 3500.00

16. Installation and integrity testing of connection points on the existing low-pressure collection system for new construction. 2500.00 up to 5' deep.

17. Installation of wyes (1-1/4 inch, 1-1/2 inch, 2-inch, and 3-inch) on the Village's existing low-pressure collection system. 2500.00 up to 5' deep

18. Village-wide pump-out services as required for non-emergency repairs.

***Labor Rates for Emergency Projects Only (Monday - Friday, 7 AM - 4 PM):**

Superintendent	<u>\$150.00</u>
Foreman	<u>\$100.00</u>
Mechanic	<u>\$75.00</u>
Welder	<u>\$75.00</u>
Electrician	<u>\$100.00</u>
Laborer	<u>\$50.00</u>
Septic Pump-out Truck	<u>\$150.00 per hour</u>
Vac-Con Hydro Excavator Pump Truck	<u>\$150.00 per hour + gallons</u>
Backhoe	<u>\$150.00</u>
Dump truck	<u>\$100.00</u>
Trackhoe	<u>\$150.00</u>
(Other -specify)	<u>\$_____</u>

***Labor Rates for Large Scale and Emergency Projects Only:**

1. Monday - Friday, 4:01 PM - 6:59 AM: \$1500.00

2. Holidays and Weekends: \$2500.00