

RESOLUTION NO. 24-06-52

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A SECOND AMENDMENT TO THE CONTINUING SERVICES AGREEMENT AND A SECOND AMENDMENT TO WORK AUTHORIZATION NO. 2 BETWEEN CHA CONSULTING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR PROJECTS AT THE NORTH PLANTATION KEY (NPK) PUMP STATION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") entered into a Continuing Services Agreement (the "Agreement") with Eckler Engineering, Inc., now known as CHA Consulting Inc. ("CHA") for architectural and engineering services effective June 5, 2015, through June 4, 2020; and

WHEREAS, in October 2017 and in March 2019, breaks occurred in the Village's wastewater conveyance force main ("CFM"), and CHA was engaged under Work Authorization No. 1 to perform an analysis of the cause of the breaks and to propose recommendations to address issues identified as causing the CFM breaks; and

WHEREAS, CHA identified pressure fluctuation issues at the North Plantation Key ("NPK") pump station and proposed projects at the NPK pump station to address the issues in addition to projects to address other outstanding issues identified by staff at the NPK pump station; and

WHEREAS, on May 7, 2019, the Village Council adopted Resolution No. 20-05-37, thereby approving Work Authorization No. 2 under the Agreement to engage CHA to provide design and construction engineering services for the NPK pump station projects; and

WHEREAS, under the First amendment to Work Authorization No. 2 the scope of the work for the projects at the NPK pump station has been changed and expanded to include conversion of the NPK transfer pump station from a wet well configuration to an in-line booster pump station; and

WHEREAS, on September 30, 2021, the Village Council adopted Resolution No. 21-09-98 thereby extending the termination dates of both the Agreement and Work Authorization No. 2 (the "Work Authorization") under the Agreement, to provide the aforementioned expanded services; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that approval of a Second Amendment to the Agreement (Exhibit "A") and approval of a Second Amendment to the Work Authorization with CHA to extend both to September 30, 2025, 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 Amendments. The Village Council hereby approves the Second Amendment to the Agreement, a copy of which is attached hereto as Exhibit "A," and the Second Amendment to Work Authorization No. 2 (collectively, the "Amendments") between CHA and the Village to provide engineering services, a copy of which is attached as Exhibit "B," 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 Amendments.

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 Amendments.

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

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	Yes

PASSED AND ADOPTED THIS 11th DAY OF JUNE, 2024.

DocuSigned by:

Joseph B. Pinder III

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JOSEPH B PINDER, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

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MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:

John J. Quick

362BFAA7FDD417...

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



EXHIBIT A

**SECOND AMENDMENT
CONTINUING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
ECKLER ENGINEERING, INC., NOW KNOW
AS CHA CONSULTING INC.**

THIS AMENDMENT to the Continuing Services Agreement (the "Second Amendment") is made between **CHA CONSULTING INC.**, formerly known as **ECKLER ENGINEERING, INC.**, a Florida corporation ("CONSULTANT") and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "VILLAGE").

WHEREAS, CONSULTANT and the VILLAGE entered into a certain Continuing Services Agreement (the "Agreement") effective June 5, 2015; and

WHEREAS, on September 30, 2021, the parties entered into a First Amendment to modify the termination date of the Agreement, the contact information for notices, and the Consultant Fee Schedule.

WHEREAS, the parties now desire to enter into this Second Amendment to modify the termination date of the Agreement and to update the contact information for notices.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this First Amendment, CONSULTANT and the VILLAGE agree as follows.

Section 1. Amendment to Agreement. The Agreement is amended to read as follows:

* * *

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~~ through September 30-2023-2025, 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.

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:

~~Eckler Engineering, Inc.~~ CHA Consulting, Inc.
4700 Riverside Drive, Suite 110
Coral Springs, Florida 33067
Telephone: 954-510-4700
Facsimile: 954-755-2741

with copy to: CHA Consulting, Inc.
Attn: Legal Department
3 Winners Circle
Albany, NY 12205
Tel: (518) 453-4500

FOR VILLAGE:

Islamorada, Village of Islands
~~Gregory J. Oravec~~ Robert Cole, Village Manager
86800 Overseas Highway
Islamorada, Florida 33036
Telephone: 305-664-6400
Facsimile: 305-664-6464

Copy: ~~Robert V. Bryan~~ John Quick, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33023
Telephone: 305-664-6418
Facsimile: 305-504-8989

* * *

Section 2. No Further Modifications. All other terms and conditions of the existing Agreement, as previously amended not in conflict or superseded by this Second Amendment shall remain in full force and effect as if set forth herein.

Section 3. Effective Date. This Second Amendment shall be effective upon execution.

IN WITNESS WHEREOF, the parties execute this First Amendment on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and CONSULTANT by and through its principal.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

DocuSigned by:

008BA9A9B2704D5...
Marne McGrath, Village Clerk


DocuSigned by:

70BC0F73F08C400...
By: _____
Robert Cole, Village Manager

Date: 10/2/2024

Attest:

CHA CONSULTING, INC.


Secretary
Print Name: Michael A. Platt

By: Thomas D. Tittsworth
Print Name: Thomas D. Tittsworth
Title: Assistant Secretary
Date: 9/30/2024

WITNESSES:


Print Name: Jonathan H. Bard


Print Name: Mandakinie Jaggarsal

**SECOND AMENDMENT TO PROJECT AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS AND
CHA CONSULTING, INC. FOR
WORK AUTHORIZATION NO. 2**

This Second Amendment to the Project Agreement for Work Authorization No. 2 (the "Second Amendment") is made and entered into this _____ day of _____, 2024, by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "VILLAGE") and **CHA CONSULTING, INC., formerly known as ECKLER ENGINEERING, INC.**, A Florida corporation (the "CONSULTANT").

The VILLAGE and CONSULTANT previously entered into a Project Agreement for Work Authorization No. 2, dated June 1, 2020 (the "Project Agreement"), pursuant to the provisions contained in the "Continuing Services Agreement" between the VILLAGE and CONSULTANT dated June 5, 2015 (the "Continuing Services Agreement"). The First Amendment amended Section 3 as to termination date and Section 4 as to amount of Lump Sum Payment and replaced Exhibit "1," the Scope of Services, Exhibit "2," the Lump Sum Compensation, and Exhibit "3," the Project Schedule.

This Second Amendment restates and duplicates the Project Agreement, as previously amended in all respects other than as reflected in strike-through/add format below reflecting the changes made by this Second Amendment and constitutes and is deemed a "Change Order," as defined and required in the Continuing Services Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Second Amendment, the parties hereby amend the Project Agreement as follows:

Section 1. Amendment to Agreement. The Agreement is amended to read as follows:

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence as of January 26, 2020, and shall continue in full force and effect through September 30, ~~2024~~ 2025, 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 amended "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "3." 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 the actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

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

Section 2. Exhibits. Exhibit "3," the Project Schedule of the Project Agreement is hereby deleted and replaced in its entirety by revised Exhibit 3, attached hereto and made a part hereof.

Section 3. No Further Modifications. All other terms and conditions of the existing Agreement not in conflict or superseded by this Second Amendment shall remain in full force and effect as if set for the herein.

Section 4. Effective Date. This Second Amendment shall be effective upon execution.

IN WITNESS WHEREOF, there parties execute this First Amendment on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, and by CONSULTANT by and through its principal.

Attest:

DocuSigned by:
Marne K. McGrath
008BA9A9B2704D5...
Marne McGrath, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: Rob Cole
70DC6F73F08C480...
Robert Cole, Village Manager

Date: 10/2/2024

CHA CONSULTING, INC.

By: [Signature]
Signature

Secretary
Title

9/30/2024
Date
[Signature]
Witness