

RESOLUTION NO. 25-11-122

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

WHEREAS, on April 9, 2025, Islamorada, Village of Islands, (the "Village") published Request for Qualifications for Professional General Engineering, Architectural, Environmental and Surveying Services (RFQ 25-01); and

WHEREAS, on July 22, 2025, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 25-07-57, thereby approving the final rankings and recommendations of the RFQ 25-01 Selection Committee, whereby Wade Trim, Inc. ("Wade Trim") was selected for civil engineering services; and

WHEREAS, the Village entered into a Continuing Services Agreement (the "Agreement") with Wade Trim for civil engineering services effective August 8, 2025 for a five (5) year period; and

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

WHEREAS, the Village Council finds that approval of the Work Authorization No.

1 with Wade Trim is in the best interest of the Village.

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

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

Section 2. Approval of Work Authorization. The Village Council hereby ratifies and approves Work Authorization No. 1 between Wade Trim and the Village for provision of General Engineering Services and Wastewater Utility-related engineering services including FDEP Permitting and Connection Assistance, Building and Planning Department Reviews, Wastewater Operations, Construction Engineering Services and General Engineering Services for FY 2025-2026, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization.

Section 5. Execution of Work Authorization. The Village Manager is authorized to execute the Work Authorization on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Work Authorization and to execute any extensions and/or amendments to the Work Authorization, subject to the approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Deb Gillis, second by Anna Richards..

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney	Yes
Vice Mayor Don Horton	Yes
Councilman Steve Friedman	Yes
Councilwoman Deb Gillis	Yes
Councilwoman Anna Richards	Yes

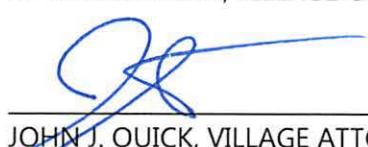
PASSED AND ADOPTED ON THIS 10th DAY OF NOVEMBER, 2025.

ATTEST:

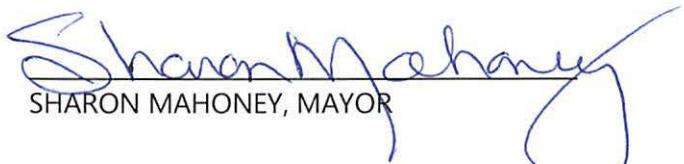


MARNE MCGRATH, VILLAGE CLERK

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



JOHN J. QUICK, VILLAGE ATTORNEY



SHARON MAHONEY, MAYOR



PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

WADE TRIM, INC.

for

Work Authorization No. 1

**GENERAL ENGINEERING SERVICES TO ASSIST IN THE OPERATON OF THE
VILLAGE WASTEWATER UTILITY**

**PROJECT AGREEMENT
Between**

THE ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

WADE TRIM, INC.

For

Work Authorization No. 1

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

Pursuant to the provisions contained in the "Continuing Services Agreement" between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the "VILLAGE") and WADE TRIM, INC., ("CONSULTANT") dated September 2025, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

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

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

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

SECTION 2. DELIVERABLES

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence as of October 1, 2025 and shall continue in full force and effect through September 30, 2026, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed sixty (60) days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Council.

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

3.3 Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, CONSULTANT shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of services described in Exhibit "2" as hourly not to exceed or as lump sum as indicated in Exhibit "3". Task 1-4 shall be billed at CONSULTANT'S hourly rates, up to a maximum amount not to exceed of \$226,570.00 and Task 5-6 shall be billed based on percentage complete to total amount of \$657,645.00, for the 2025-2026 fiscal year, as shown in Exhibit "3".

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoicing.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the hours charged or estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this Project Agreement for Fiscal Year 2025-2026. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within thirty (30)

calendar days of approval by the Village Manager of any invoices submitted by CONSULTANT to the VILLAGE.

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

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

5.4 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT, except that acceptance of such payment shall not constitute any bar, admission, or estoppel, or have any effect as those payments that VILLAGE or CONSULTANT disputes, provided however, that any such dispute must be detailed in writing prior to submission of CONSULTANT'S invoice for final payment and reimbursement.

SECTION 6. TERMINATION/SUSPENSION

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

a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

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

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

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

SECTION 7. MISCELLANEOUS

7.1 Public Records. 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 Project 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 Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

7.2 **E-Verify.** CONSULTANT shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONSULTANT, CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.

7.3 **Scrutinized Companies.**

- a. CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 8. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated September 2025 between the parties as though fully set

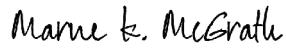
forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

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ATTEST:

ISLAMORADA, VILLAGE OF ISLANDS

DocuSigned by:



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Marne McGrath, Village Clerk

Signed by:



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Ron Saunders, Village Manager

11/20/2025

Date: _____

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

Signed by:



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Village Attorney

ATTEST:

WADE TRIM, INC.

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

DocuSigned by:



By: _____

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Dennis Prevo, P.E.
Executive Vice President

11/24/2025

Date: _____

EXHIBIT "1"

Project Description

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

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

- Task 1 – DEP Permitting, Building Department and Planning Department Reviews
- Task 2 – Wastewater Operations
- Task 3 – General Engineering Services
- Task 4 – Design, Permitting, Bidding Assistance and Construction Engineering Services
- Task 5 – Islamorada Conveyance Force Main Line Break Transient Analysis
- Task 6 – Raising of Heritage Trail (MM73.6 – 74)
- Task 7 – FDEP Consent Order Resolution
- Task 8 – NPK Booster Pump Station Coordination and Owners Representative Services
- Task 9 – KLWTD Headworks Improvements Review and Coordination

EXHIBIT "2"

Scope of Services and Project Schedule

Task 1 – DEP Permitting, Building Department and Planning Department Reviews

The CONSULTANT will assist the VILLAGE with the review, processing, and approval of Florida Department of Environmental Protection (FDEP) construction and place into operation permit applications, site plan approvals, and engineering plan reviews received for new development and re-development projects connecting with the VILLAGE's wastewater collection system and submitted to the VILLAGE Planning Department, the VILLAGE Building Department, and the VILLAGE Wastewater Department. Wade Trim's reviews will consist of:

- a) Review of preliminary plan submittals, review of preliminary design reports, and review of DEP wastewater permit applications for completeness and technical accuracy in accordance with the VILLAGE's Utility Policy & the Key Largo Wastewater Treatment District (KLWTD) Interlocal Agreement,
- b) Confirming that the proposed project complies with the VILLAGE's Minimum Design and Construction Standards and Specifications for Wastewater,
- c) Coordinating reviews and approvals with the DEP, the Project Engineer-of-Record, and other applicable regulatory agencies,
- d) Complete hydraulic analyses of the Village's low pressure collection system, as needed, to confirm that the system capacity is sufficient for any increase in equivalent dwelling units (EDUs) for a proposed development or redevelopment project,
- e) Determine the additional amount of vacuum sewer capacity, as needed, in the Village's wastewater collection system and the potential impact on the Village's wastewater vacuum pump stations to accommodate any increase in EDUs for a proposed development or redevelopment project,
- f) Corresponding with the project Engineer-of-Record, and
- g) Attending pre-application meetings with the Project Owner, the Project Engineer-of-Record, and Village staff as needed.

Deliverables:

- Permit review and correspondence as required for each project submittal and resubmittal with the VILLAGE, the DEP, the Engineer-of-Record, and other public agencies involved with the Project.
- Consult with and advise the VILLAGE on engineering aspects of the Project as it pertains to the wastewater collection system, the wastewater transmission system and treatment facilities which the VILLAGE utilizes for providing wastewater services to its customers.
- Capacity analysis reports for the VILLAGE's low pressure collection system and/or vacuum sewer collection system.
- Attend pre-application meetings with the VILLAGE and representatives of the proposed development or re-development as required for obtaining necessary permits and approvals.

Schedule: Ongoing throughout the Project.

Task 2 – Wastewater Operations

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

- a) Participate and attend regularly scheduled Operations meetings with the VILLAGE Wastewater Department, Public Works Department, Planning Department, Building Department and Finance Department staff,
- b) Provide engineering review and approval of submittals received for identified capital improvement projects on the VILLAGE's wastewater collection system,
- c) Assist with the preparation of a Collection/Transmission System Power Outage Contingency Plan as required under FDEP Rule 62-60.705(1), F.A.C.,
- d) Assist with the preparation of a Collection System Action Plan as required under FDEP Rule 62-60.705(2), F.A.C., and
- e) Assist with any miscellaneous engineering requests received from the VILLAGE Public Works Director.

Deliverables:

- Attend regularly scheduled Operations meetings.
- Perform engineering review and approvals for identified capital improvements projects on the VILLAGE's wastewater system.
- DEP Collection/Transmission System Power Outage Plan.
- DEP Collection System Action Plan.

Schedule: Ongoing throughout the Project.

Task 3 – General Engineering Services

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

- Review, evaluate, and calculate EDUs for new developments and re-developments, as requested by the VILLAGE, to ascertain the accuracy of estimated flows and the corresponding assessments levied by the VILLAGE against properties requesting wastewater services from the VILLAGE,
- Review engineering reports submitted for the purpose of establishing flows for new development or redevelopment projects,
- Assist with the preparation of any new updated flow projections as required for components for the Interlocal Agreement with KLWTD,
- Correspond and attend meetings with the VILLAGE as required for assisting with the final determination of EDUs for proposed development and redevelopment projects, and
- Providing as-needed assistance at the direction of the VILLAGE Manager or the Utilities Manager.

Schedule: Ongoing throughout Project.

Task 4 – Design, Bidding, Permitting and Construction Engineering Services

The CONSULTANT will assist the VILLAGE with the design, bidding, permitting and construction engineering services required for wastewater operations as directed. Specific tasks associated with the current directed projects, Lorelei and Islamorada Fishing Club Wastewater Improvements Project and 82660 Overseas Highway Service Connection Project, are described in Subtasks 4.1 and 4.2 below. Any additional projects directed will require a specific scope and fee submitted to the VILLAGE for review, approval, and issuance of a notice to proceed.

4.1 – Lorelei & The Islamorada Fishing Club Redevelopment Project

Currently the Lorelei and Islamorada Fishing Club properties receive wastewater service from the VILLAGE's vacuum sewer collection system in Upper Matecumbe Key. Both properties are currently undergoing redevelopment that will increase their respective wastewater flows, whereby the maximum allowable design capacity for each property connection on the VILLAGE's vacuum sewer system will be exceeded. The existing wastewater service connections with the vacuum sewer system for both the Lorelei and the Islamorada Fishing Club properties will be replaced by connecting each property with a new low pressure force main that will be constructed in the right-of-way along Madeira Road. Construction of this new low pressure force main will provide the needed wastewater capacity for each redevelopment project.

The CONSULTANT has completed the project design, permitting, and bidding phases of this project. Construction engineering services will be provided for this wastewater improvement project as described in the subsection below.

Construction Engineering Services

The CONSULTANT will provide the VILLAGE with the following construction engineering services for the Lorelei and Islamorada Fishing Club project:

- a) Conduct periodic field visits to the project site(s) for the purpose of confirming the Contractor's progress on the Project and resolving any potential conflicts that may arise during project construction.
- b) Review and approval of shop drawings submitted by the Contractor for conformance with the project design concept and compliance with the requirements of the contract documents.
- c) Review the Contractor's requests for information (RFI) or clarification of the construction contract documents.
- d) Provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed infrastructure.
- e) Review monthly pay requests received from the Contractor based on information provided by the VILLAGE, monthly progress meetings, and observations during site visits.
- f) Assist the VILLAGE with start-up as required for the Project.
- g) Conduct substantial and final completion inspections as required for the VILLAGE for project closeout.

Deliverables:

- Shop drawing submittal reviews and approvals.
- Correspondence with the Contractor as required.
- Review of RFIs received from the Contractor.
- Review of Contractor's monthly pay requests.
- Inspection, startup and testing reports.
- Substantial and final completion inspections.

Schedule: - Ongoing throughout each identified project.

4.2 – 86600 Overseas Highway Service Connection

Parcel Number (00092120-000000) located at 86600 Overseas Highway is currently not provided a service connection and will require service for any development. Parcel number (00091880-000700), commonly known as the Rain Barrel property, receives wastewater service from the VILLAGE's vacuum sewer collection system in South Plantation Key. The Rain Barrel has expressed interest in redevelopment that will increase their respective wastewater flows, whereby the maximum allowable design capacity for the property connection on the VILLAGE's vacuum sewer system will be exceeded. Both properties will be provided with a wastewater service connection with a new low pressure force main that will be constructed in the right-of-way along US1 Overseas Highway. Construction of this new low pressure force main will provide the needed wastewater capacity for the parcel located at 86600 Overseas Highway and any Rain Barrel redevelopment project.

The CONSULTANT will provide project design, permitting, bidding, and construction engineering services will be provided for this wastewater improvement project as described in the subsection below.

4.2.1 Engineering Design

- a) Prepare design submittals at the 60% and 90% completion stages of the Project for the VILLAGE'S review and comment. Based on review comments received from the VILLAGE and permitting agencies, revise the 60% and 90% drawing submittals accordingly.
- e) Coordinate with the VILLAGE the preparation of Standard EJCDC Contract Forms, Bidding Documents, and Contract General and Supplemental Conditions required for the Project.
- f) Prepare technical specifications for the Project consisting of written technical descriptions of standards and workmanship required for materials, equipment and construction.

- g) Prepare the 100% drawing and specifications submittal package for the VILLAGE's final review and comment.
- h) Prepare opinions of probable construction cost at the 60%, 90%, and 100% completion stages of design for the proposed improvements on this Project for the VILLAGE'S review and comment.

4.1.2 Permitting and Bidding Assistance

- a) Prepare and submit a DEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System. All permit fees will be paid by the VILLAGE.
- b) Prepare and submit a FDOT Utility Permit Application as required for the Project. All permit fees will be paid by the VILLAGE.
- c) Assist with the preparation and submittal of any Requests for Additional Information (RAI) received from DEP on the submitted permit application.
- d) Assist the VILLAGE with bidding the project that includes coordination of the bid documents and advertisement for bidding; attending the pre-bid meeting; preparation and distribution of the pre-bid meeting minutes; responding to clarifications and questions received from bidders; and preparation and submittal of addenda information as required for bidding the Project.
- e) Assist the VILLAGE with review and evaluation of bids received for the project and provide a written recommendation of Contract award to the lowest responsive bidder.

4.1.3 Construction Engineering Services

- h) Attend construction kickoff and progress meetings with VILLAGE staff and the selected Contractor for the purpose of reviewing project requirements, project construction schedule, submittals, construction progress, testing, and any issues of concern.
- i) Prepare and submit three (3) sets of signed and sealed conformed project drawings and specifications to the VILLAGE.
- j) Conduct periodic field visits to the project site(s) for the purpose of confirming the Contractor's progress on the Project and resolving any potential conflicts that may arise during project construction.
- k) Review and approval of shop drawings submitted by the Contractor for conformance with the project design concept and compliance with the requirements of the contract documents.
- l) Review and respond to the Contractor's requests for information (RFI) or clarification of the construction contract documents.
- m) Provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed infrastructure.
- n) Review monthly pay requests received from the Contractor based on information provided by the VILLAGE, monthly progress meetings, and observations during site visits.
- o) Assist the VILLAGE with start-up, testing, commissioning, and turnover as required for the Project.
- p) Conduct substantial and final completion inspections as required for the VILLAGE for project closeout.

Deliverables:

- 60% Design Submittal – one set of 60% complete 11"x17" drawings and project specifications, and a 60% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- 90% Design Submittal – one set of 90% complete 11"x17" drawings and project specifications, and a 90% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- 100% Design Submittal – one 100% complete set of signed and sealed 11"x17" drawings and specifications, and a 100% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- A signed/sealed DEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System with one set of signed/sealed electronic drawings (100%).
- A signed/sealed FDOT Permit Application with one set of signed/sealed electronic drawings (100%).
- Conformed Document Submittal – Conformed set of signed and sealed drawings (11"x17") and specifications (3 hardcopies and 1 electronic Adobe pdf file).
- Attendance at project kickoff and monthly progress meetings.
- Shop drawing submittal reviews and approvals.
- Correspondence with the Contractor as required.
- Review of RFIs received from the Contractor.
- Review of Contractor's monthly pay requests.
- Inspection, startup, testing, and commissioning reports.
- Substantial and final completion inspections.

Schedule:

- Ongoing throughout each identified project.

Task 5 – Islamorada Conveyance Force Main Line Break Transient Analysis

The CONSULTANT will assist the VILLAGE in evaluating the causes of the line breaks that have occurred on the 18-inch conveyance force main (CFM). The specifics of this task are detailed in Exhibit “4”.

Task 6 – Raising of Heritage Trail (MM73.6 – 74)

The CONSULTANT will assist the VILLAGE with the design, bidding, permitting and construction engineering services as required for the raising of the heritage trail between MM 73.6-74 (Palm Dr. to White Marlin Blvd.). The specifics of this task are detailed in Exhibit “5”.

Task 7 – Islamorada Conveyance Force Main Line Break Transient Analysis

The CONSULTANT will assist the VILLAGE in resolution of the Consent Order received October 15th, 2025 from FDEP. Resolution will include responding to FDEP, compliance plan and implementation schedule, Emergency Response Plan, status and progress reports every 6 months, meetings with FDEP and KLWTD. Consent Order included as Exhibit “6”

Task 8 – NPK Booster Pump Station Coordination and Owners Representative Services

The CONSULTANT will assist the VILLAGE in coordination of the final NPK Booster Pump Station between the VILLAGE, CHA (Design Engineer), and KLWTD. CONSULTANT will act as Owners Representative during design completion, bidding, and construction.

Task 9 – KLWTD Headworks Improvements Review and Coordination

The CONSULTANT will assist the VILLAGE in reviewing the proposed headworks improvements at the KLWTD treatment plant for concurrence with the current Interlocal

Agreement (ILA). Staff will review to ensure the design and cost are consistent with current industry standards and construction rates. Any services associated with review or renegotiation of the existing ILA will be completed under this task.

Compensation Summary

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

Task No. & Description	Compensation Method	Estimated Task Budget for FY25
Task 1 – Permitting, Building & Planning Department Reviews	T&E NTE	\$30,002.50
Task 2 – Wastewater Operations	T&E NTE	\$51,547.50
Task 3 – General Engineering Services	T&E NTE	\$37,607.50
Task 4 – Bidding Assistance & Construction Engineering Services	T&E NTE	\$107,412.50
Task 5 – Islamorada Conveyance Force Main Line Break Transient Analysis	LUMP SUM	\$369,935.00
Task 6 – Raising of Heritage Trail (MM73.6-74)	LUMP SUM	\$61,140.00
Task 7 – FDEP Consent Order Resolution	T&E NTE	\$100,000
Task 8 – NPK Booster Pump Station Coordination and Owners Representative Services	T&E NTE	\$75,000
Task 9 – KLWTD Headworks Improvements Review and Coordination	T&E NTE	\$75,000
Time & Expense Not To Exceed Subtotal		\$476,570.00
Lump Sum Subtotal		\$431,075.00
Total Estimated FY25 Contract Services Budget		\$907,645.00

EXHIBIT “3”

2025-2026 Fiscal Year Expenditure

Payment Schedule

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

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



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September 9, 2025

Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada, FL 33036

Attention: Mr. Andrew Engelmeyer
Public Works Director

Re: Raising of Heritage Trail LMK (MM 73.6-74) Bike Path Design
Scope of Services

Dear Mr. Engelmeyer:

Wade Trim is pleased to submit this letter proposal for survey, design, permitting, and construction administration services for the Raising of Heritage Trail Lower Matecumbe Key (LMK) (MM 73.6-74) Bike Path. Our proposal confirms our scope of work, proposed schedule, and budget effort estimate. Our submittal format outlines the surveying, design, permitting, and limited construction services.

PROJECT UNDERSTANDING/SUMMARY

The project consists of elevating the existing approximately 2,550' of Heritage Trail between MM 73.6 – 74 (Palm Dr. and White Marlin Blvd.) by approximately 1' to mitigate flooding of the trail during high tidal events. Ancillary to the raising of the Heritage Trail is the harmonization on the north and south side of the trail to existing grade and at the project limits at Palm Drive and White Marlin Blvd. as shown in Figure 1 below.

Wade Trim will subcontract with a surveyor to provide a topographical survey for the Village ROW North of FDOT US1 ROW from Palm Dr. to White Marlin Blvd. Design drawings and technical specifications sufficient for permitting and construction will be completed. Wade Trim will assist with the bidding process by responding to any questions and providing any clarifications required for addendums. Upon selection of a Contractor Wade Trim will provide construction engineering services and permit closeout.

PROJECT SCOPE OF WORK

Wade Trim will provide survey, design, permitting, and construction engineering services to Islamorada, Village of Islands (herein referred to as the “Village”) as outlined in the task descriptions that follow. Services were developed based on discussions with Village staff. David C Mullen, P.E. will be the primary contact for the Village and responsible for coordinating the resources and needs for the Raising of Heritage Trail LMK (MM 73.6-74) Bike Path. Work will begin upon receipt of a written notice to proceed from Islamorada, Village of Islands.

Five tasks are proposed for this Scope of Work :

- Task 1 – Preliminary Engineering Phase Services
- Task 2 – Design Phase Services
- Task 3 – Bidding Phase Services

Islamorada, Village of Islands
September 9, 2025
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- Task 4 – Construction Phase Services
- Task 5 – Close-out Services

Specific services and deliverables included with each task are described in the sections that follow.

1.0 PRELIMINARY ENGINEERING PHASE SERVICES

1.1 Scope Clarification and Kick-Off Meeting

- A. Wade Trim will meet with the Village to clarify and define the project requirements and review available data. Wade Trim will advise the Village if additional project information is needed from others including reports and data relative to previous designs or investigation at/or adjacent to the site. Wade Trim will assist the Village in obtaining such data and services.

Deliverables: Kick-off Meeting Minutes

1.2 Pre-Design Analysis and Meetings

- A. Wade Trim will identify, consult with, and analyze the requirements of other agency and/or governmental authorities that have jurisdiction to review or approve the project.
- B. Based on results of agency meeting and data gathering efforts, Wade Trim will analyze any impacts on the Village's needs or project scope.

Deliverables: Meeting Minutes with Agencies and Village documenting efforts and decisions.

1.3 Utilities and Topographical Survey

- A. Horizontal and vertical controls for the topographic survey will be established; survey limits include from about 50 feet beyond the project limits at either end and about 50 feet beyond intersecting streets.
- B. The horizontal and vertical location of all topographic features will be determined such as centerline of road, edge of road, curb and gutter, shoulder, ditches, power poles, mailboxes, driveways, and other features encountered during the survey.
- C. Addresses, lot lines, and other pertinent property information will be identified based on current tax maps.
- D. Pertinent underground utility information will be obtained throughout the project limits including all surface features, valves, paint markings, etc.

Deliverables: Digital File and Plan Survey Plot in AutoCAD Civil 3D most recent version at the time of survey.

2.0 DESIGN PHASE SERVICES

2.1 60% Design Submittal

- A. A 60% design submittal will be developed and submitted to the Village for review and comment. This submittal will include:
 1. Preliminary paving and grading sheets as necessary to convey the intent of the design to the Village and FDOT.
 2. Preliminary contract documents and special provisions that may be required based on the selected contracting method.
 3. Preliminary typical cross-sections of the improvements.
 4. Preliminary plan sheets of any utility adjustments.
 5. An Engineer's Opinion of Probable Construction Cost based on a 60% complete set of plans.

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- B. Wade Trim will perform an in-house quality assurance and quality control review of the 60% design submittal and make necessary updates prior to submittal for Village review. A review meeting with Village will be facilitated and meeting minutes provided within 7 days of the meeting date.

Deliverables: 60% Plans and 60% Engineer's Opinion of Probable Construction Cost in Electronic PDF

- C. A review of the 60% design submittal will be facilitated to collect feedback from the Village and other stakeholders including FDOT. Based on comments received, the Village will identify any issues to address. At this stage of the project, it is anticipated that no further changes to design concept or parameters will be made. The remainder of the design effort will focus on further detailing the design concept. Significant changes in design parameters or concepts may lead to additional effort and cost.

Deliverables: Technical Memo or Meeting Summary of Review Comments and Plan Updates

2.2 90% Design Submittal

- A. A 90% design submittal will be developed and submitted to Village for review and comment. A final in-house quality assurance and quality control review of the 90% plans will be performed and revisions will be incorporated into the plans as necessary. This submittal will include:
 1. Input gathered from preliminary comments.
 2. 90% complete paving and grading sheets.
 3. 90% complete contract documents and special provisions.
 4. 90% complete typical cross-sections of the improvements.
 5. 90% complete plan sheets of any utility adjustments.
 6. Preliminary maintenance of traffic plans and special provisions.
 7. A revised Engineer's Opinion of Probable Construction Cost based on a 90% complete set of plans.

Deliverables: 90% Contract Documents and 90% Engineer's Opinion of Probable Construction Cost in Electronic PDF

- B. A review of the 90% design submittal will be facilitated to collect feedback from the Village and other stakeholders including FDOT. Based on comments received, the Village will identify any issues to address. It is anticipated that design decisions were finalized at the 60% stage. The remaining design effort is anticipated to focus on resolving review and quality control comments. Any significant changes to design at this stage will likely lead to additional effort and cost.

Deliverables: Technical Memo or Meeting Summary of Review Comments and Final Design Decisions

2.3 Permits

- A. Wade Trim will submit the plan review package to the Village and other agencies as necessary to obtain final approvals and permits. Wade Trim will attend the plan review meeting with the Village and other affected agencies and utility companies and prepare meeting minutes.
 1. Permits required anticipated are FDEP Verification of Exemption or 10/2 Self-Certification.

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Deliverables: Permit Applications and/or Letter of Transmittal

2.4 100% Design Submittal (Final Design Documents)

- A. Wade Trim will submit final contract documents to the Village for bidding, including one clean and unbound set for reproduction and one bound set in CSI format for the Village's records. This submittal will include any necessary final changes to the plans discussed at the 90% plan review. This submittal will include: Electronic PDF of all documents and hard copy 11x17 plan set and 8.5x11 technical specifications.
 - 1. Final paving and grading sheets
 - 2. Final contract documents and special provisions.
 - 3. Final typical cross-sections of the improvements.
 - 4. Final plan sheets of the proposed utility adjustments.
 - 5. Final maintenance of traffic plans and special provisions.
 - 6. Final Engineer's Opinion of Probable Construction Cost.

Deliverables: Revised Contract Documents in Electronic PDF

Final drawings will be provided in PDF and native file electronic formats for the Village's records. Wade Trim does not warrant, guarantee, or provide assurances that dimensions, details, and other information are exact or endorse the future use of these files outside of the project. If files are used for other purposes than the project, it is the sole responsibility of the Village to determine if information presented in provided digital files has been changed or updated, and Wade Trim is exempt from any claims arising from or in any way related to use of provided digital files outside of the project.

3.0 BIDDING PHASE SERVICES

3.1 Produce Bidding Documents

- A. After the Bidding Phase has been authorized to proceed, Wade Trim will provide electronic PDF final copies of the Bidding Documents and a revised Engineer's Opinion of Probable Construction Cost to the Village within 5 days of acceptance of final plans.

Deliverables: Bidding Documents in Electronic PDF

3.2 Bid Addenda Services

- A. A pre-bid conference will be coordinated and conducted to review project scope, requirements, schedule, and other pertinent information. Wade Trim will establish the agenda and meeting location, and record/distribute the meeting summary with first addenda within 7 days of the meeting date.

Deliverables: Pre-bid Conference Summary

- B. Addenda will be prepared and issued as appropriate to clarify, correct, or change the Bidding Documents. It is assumed that up to two Addenda will be prepared (if necessary).

Deliverables: Two Addenda

3.3 Contract Award

- A. Wade Trim will support the bid opening per the Village's direction.
- B. All bids will be tabulated and checked for responsiveness to bid requirements.
- C. A recommendation letter will be provided to award the project to the selected Contractor.

Deliverables: Letter of Recommendation for Contract Award

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4.0 CONSTRUCTION PHASE SERVICES

4.1 Limited Construction Services

- A. Wade Trim will coordinate and conduct a pre-construction conference with the Contractor to review communication, coordination, and other procedures, and discuss the Contractor's general work plan and requirements. Wade Trim will establish the agenda and meeting location, and record/distribute the meeting summary within 7 days after the meeting.

Deliverables: *Pre-Construction Meeting Summary*

- B. A construction representative will be assigned to provide QA/QC supervision and act as the Village's Representative for up to a 3-month construction period.
- C. 3 construction meetings will be conducted while the Contractor is mobilized to the site. A Wade Trim senior construction engineer will be assigned to preside over monthly meetings about status progress, and to review schedule implications and cost issues. Meeting summaries will be created and distributed by Village staff within 7 days after the meeting.

Deliverables: *Up to 3 Meeting Summaries*

- D. Cloud-based construction management software will be used to manage, track, report, and store relevant documents between the Contractor, Engineer, and Village that are produced during the construction and closeout phases. Wade Trim will use its inhouse software unless otherwise specified by the Village.

Deliverables: *Digital copies of documents exported from system*

- E. Wade Trim will review and work with the Contractor to obtain an acceptable schedule of values for basis of payment applications, review 3 Contractor's monthly payment applications to verify quantities and progress of the Contractor's work in accordance with the contract terms, and recommend acceptability of requests to the Village.

Recommendations for payment will be based upon knowledge, information, and data from Wade Trim's onsite observations of the work. These recommendations do not represent that continuous or detailed examinations have been made relative to exact accordance with the contract, but that Wade Trim has examined the work to ascertain how or for what purpose the Contractor has completed work and that work, materials, or equipment has passed to the Village free and clear of liens, claims, security interests, or encumbrances. Further, Wade Trim's recommendations for payment do not indicate a responsibility to supervise, direct, or control the Contractor's work in progress relative to the Contractor's means, methods, techniques, sequences, procedures, safety precautions, or other programs incident thereto, or the Contractor's compliance with laws and regulations applicable to the work.

Deliverables: *Up to 3 Pay Request Reviews*

- F. The Contractor's construction schedule will be reviewed with pay applications to verify consistency with the contract requirements and advise where the schedule is not in compliance.

Note: Comments related to schedule reviews will not be considered a guarantee or confirmation that the Contractor will complete the work in accordance with the contract for construction. Review of the Contractor's monthly schedule updates or other schedule submissions ascertains compliance with the contract. Wade Trim may also provide opinions of progress or issues regarding the risks or other pertinent updates relative to performance.

Deliverables: *Up to 3 Months of Schedule Reviews*

- G. Minor changes to design work will be addressed based on conditions encountered in the field and/or at the direction of the Village, including:

Islamorada, Village of Islands
September 9, 2025
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1. Field Orders - Minor variations in the work will be made through field orders issued to the Contractor. Field orders do not involve adjustments to construction contract price nor time for construction and are not considered inconsistent with the Contract Documents.
2. Change Proposal Requests (CPR) and Work Change Directives (WCD) - When RFIs or construction changes result in contract time or cost adjustments, Wade Trim will review and recommend acceptance or rejection to the Village based on negotiations of the Contractor's proposal, as needed.
3. Change Orders - Individual CPRs and WCDs will be combined into a change order and provided to the Village for action.
4. Claims and Disputes - Letters and notices about claims or disputes pertaining to the acceptability of the work or interpretation of the contract requirements for construction will be logged and the Village will be notified. Wade Trim will review these letters and notices and facilitate discussions with the Contractor, as necessary, to understand each claim or dispute. The Village will be advised about the Contractor's compliance with the contract requirements for such claims and disputes and Wade Trim will assist in discussions with the Contractor to resolve the claims and disputes.

Deliverables: Forms and Correspondence to Address up to 2 Field Orders, 2 CPRs/WCDs, 2 Change Orders, and 2 Claims

SCHEDULE

Wade Trim anticipates to complete the project in 13 months. Dates for key activities, deliverables, and meetings are provided below.

- Notice to Proceed – [October 31, 2025]
- Task 1 – Preliminary Engineering Phase Services
 - Task 1.3 - Survey – [December 30, 2025]
- Task 2 – Design Phase Services
 - Task 2.1 – 60% Plans – [February 13, 2026]
 - Task 2.3 - 90% Plans – [March 27, 2026]
 - Task 2.4 - 100% Plans and Specifications – [May 15, 2026]
- Task 3 – Bidding Phase Services
 - Task 3.1 – Produce Bidding Documents – [June 15, 2026]
- Task 4 – Construction Phase Services
 - Task 4.1 - Commence Construction – [September 15, 2026]
 - Construction Substantially Complete – [November 30, 2026]
 - Final Completion – [December 15, 2026]

Wade Trim's fees are lump sum and based on the schedule. Changes in the schedule may impact the presented fees. Depending on the actual notice-to-proceed date and desired completion date, Wade Trim reserves the right to renegotiate professional fees to account for additional effort required to accommodate the project schedule. The Wade Trim Project Manager will notify the Village immediately if there is an expected change in schedule that would impact the presented fee.

FEES AND COMPENSATION METHOD

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Task	Description	Lump Sum Amount*
1.0	Preliminary Engineering Phase Services	\$27,600.00
2.0	Design Phase Services	\$24,260.00
3.0	Bidding Phase Services	\$3,320.00
4.0	Construction Phase Services	\$5,960.00
Total Fee		\$61,140.00

* Scope sections detail assumptions and specific quantities assumed in fee development. Changes to assumptions, scope, or schedule may impact task fee.

VILLAGE RESPONSIBILITIES

- Provide access to the project site for Wade Trim and its subconsultants.
- Provide Wade Trim with a current concept plan in an acceptable digital format.
- Provide Wade Trim with a current Title Commitment/Boundary Survey/Topographic Survey in compatible digital format, including a DTM (digital terrain model), breaklines, and point file.
- Retain the services of a geotechnical consultant to determine bearing capacity for the proposed building, determine existing pavement structure, recommend new pavement areas, design criteria for dewatering, engineered backfill, and retaining wall design, and provide inspection and testing services during construction to certify the building pad. Provide Wade Trim with a copy of the geotechnical report.
- Provide Wade Trim with as-built drawings and other pertinent information regarding the existing sanitary sewer, storm sewer, water, electrical, gas, and telecommunication services.
- Costs or expenses for permit application fees, obtaining maps, aerials, publications, bid advertisement fees, any recording or filing fees, geotechnical subconsultant, environmental subconsultant, or other contractors are not included in our fees.
- Review documents prepared by Wade Trim and provide comments in a timely fashion.
- Attend review/approval agency meetings.
- Advertise and handle Bidding of the project with support from Wade Trim.

EXCLUSIONS/ADDITIONAL SERVICES

Wade Trim will provide additional services on a time and material basis in accordance with our current schedule of rates and charges (or negotiated fee). Services not identified in this proposal will be discussed as they arise. The below services are not included as part of the scope and fee presented in this proposal.

- Predesign or Preliminary Engineering Services
 - Existing conditions verification.
 - Subsurface explorations including soil borings, preparation of soil boring location maps, staking soil boring locations, or geotechnical engineering.
- Survey and Easement Services
 - No survey services, other than noted in this proposal, are included in our scope.
 - Effort and expenses related to drafting legal descriptions, drawings, or exhibits required to modify the existing easement agreement.
 - Preparation of a Certificate of Survey or field work associated with the Certificate of Survey.

Islamorada, Village of Islands
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- All effort and expenses required to combine/split lots and/or modifications to record subdivisions.
- Assessments and Permitting
 - Environmental assessments and permitting.
 - Coordination of permits and applications other than noted in our scope.
 - Wetland services including determination, delineation, permitting, and mitigation.
 - Preparation of permits and applications other than noted in our scope.
- Special Evaluations
 - Economic evaluations/rate schedules, financing assistance, and grant and loan applications.
 - Investigations into LEED initiatives unless noted in our scope.
 - Value Engineering revisions unless input is received during design, or plan changes requested after obtaining permits or during construction.
 - Traffic impact and/or signalization studies.
- Design Services
 - Effort and expenses required to obtain variances or design exceptions.
 - Evaluation of site layout, drive, or entrance options unless specifically included in our scope.
 - Preparation of renderings or exhibits.
 - Design of off-site utility extensions.
 - Design of sanitary sewer, potable water, or fire protection pump stations or storage tanks.
 - Effort and expenses associated with design of retaining walls of significant height or that which would require specialized design professionals.
 - Effort and expenses associated with intermediate release of the plans, other than status sets to the Village, for the purposes of obtaining construction quotes.
 - Preparation of Engineer's Opinion of Probable Construction Cost or project schedules.
 - Gas station or underground storage tank design.
- Construction and Post-Construction Services
 - Effort and expenses associated with project signs.
 - Operation and maintenance manuals.
- Other Services
 - Changes in scope.
 - Effort and cost associated with visits or trips to the project site, the Village's office, or reviewing agencies other than noted in the project scope and fees.
 - Additional meetings or coordination activities not identified in our scope or required after the project commences or not disclosed to Wade Trim at the time of preparing the scope.
 - Effort and expenses required to attend, or participate in, dispute resolution or presentation of plans other than noted in this proposal.
 - Services associated with litigation or arbitration.

INVOICING PROCEDURES

All effort and cost will be invoiced monthly for our effort to date. Payment of invoices is expected within 30 days. Any disputes related to the invoice amount will immediately be brought to the attention of Wade Trim. Wade Trim reserves the right to stop work when accounts receivable exceeds 60 days. All deliverables are the property of Wade Trim until payment obligations are met.

We have enclosed a Professional Services Short Form Agreement for this project. If this meets

Islamorada, Village of Islands
September 9, 2025
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with your approval, please sign, date, and return the Agreement to authorize Wade Trim to proceed. We look forward to working with you on this project and should you have any questions, please do not hesitate to call.

Very truly yours,

Wade Trim, Inc.

David C. Mullen
Project Manager

DCM: dcm

ISL2017

pw:\\WTPWINT16.wadetrim.com:projectwise\\Documents\\Client Info\\Client\\Islamorada, Village of Islands - FL (Isl)\\Contracts\\Task Orders\\26-01 - Elevating Bike Path\\Bike Path MM 73.8-74.docx

cc: AJ Engelmeyer



Wade Trim, Inc.
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786.361.1645 • www.wadetrim.com

October 13, 2025

Village of Islamorada
86800 Overseas Highway
Islamorada, FL 33036

Attention: Mr. Andrew Engelmeyer
Public Works Director

Re: Islamorada Conveyance Force Main
Line Break Transient Analysis Scope of Services

Dear Mr. Engelmeyer:

Wade Trim is pleased to submit this proposal letter to provide professional engineering services to evaluate the causes of line breaks that have occurred on the 18-inch Islamorada conveyance force main (CFM). This analysis will assist Wade Trim and the Village in determining the cause of the breaks and develop a solution to prevent future breaks. This letter proposal includes a brief background on the CFM and its performance concerns, a summary of our proposed services, and our fees to support the effort. Wade Trim appreciates this opportunity to help Islamorada, Village of Islands find a solution to keep the CFM operational.

BACKGROUND

The Islamorada 18-inch CFM between the NPK repump station and KLWTD WWTP has experienced multiple line breaks in recent years. The line breaks are occurring in an area approximately 3-miles downstream from the repump station. This portion of the CFM also includes the highest concentration of combination air/vacuum relief valves (CAV) in the system. We have performed a tabletop review of the system to understand possible causes for these line breaks. In most cases, line breaks are caused by rapid changes in flow conditions that can generate high and low pressure transient conditions in the system. These conditions can be caused by sudden changes in pumping rates or rapid closure of valves within the system.

INITIAL EVALUATION

Our initial evaluation of the system indicates two potential sources for the line breaks: Improper installation of the CFM and appurtenances or transient loads. Specifically for the improper installation we will be investigating items such as over-homing of the pipe, inaccurate as-builts, improper CAV locations. For the transient loads we will be investigating the condition and expected lifespan of the PVC pipe, improper CAV selection and/or functionality.

WORK PLAN

Below is a summary of the scope of services that will be followed to achieve the above goals:

Task 1 - Field Investigations

1.1 – CAV Investigations

Wade Trim staff will review maintenance and repair protocols and records for the CAV's and perform site visits with Village staff to perform regular maintenance of CAV's in the problem area to confirm they are all in proper working order.

Islamorada Conveyance Force Main
October 13, 2025
Page 2

Task 1.2 - Soft Dig (Vacuum Excavation)

Perform soft dig investigations at selected locations along the CFM alignment to measure the pipe insertion length. The selected locations will be at places where the pipeline is outside of pavement or in coordination with utility locates required as part of the FKAA Plantation Key Transmission Main Replacement Project. The pipe insertion length will be calculated by measuring the bell-to-bell distance and comparing this distance to the length of a full stick of pipe.

While performing these investigations the following additional information will be noted:

- Depth of cover,
- Horizontal/vertical positioning
- Observable anomalies.

As part of this work Wade Trim's subconsultant will coordinate existing utility locates and traffic control as necessary.

Task 2 – In-Service Pipeline Condition Assessment

An in-service condition assessment of Islamorada's CFM will help gather critical information on the system without costly and impactful excavations. We have subcontracted with Pure Technologies to leverage their impaction tools and advanced engineering analysis to provide a clear understanding of the short-term and long-term risks to the CFM. This information will be critical in guiding repair or replacement decisions. Below is a condensed description of the tasks that full Pure Technologies will undertake as part of this effort (see proposal attached as Exhibit B).

2.1 - Leak and gas pocket detection

Pure Technologies' free-swimming SmartBall® platform uses acoustic technology to accurately locate leaks and gas pockets and operates while the pipeline is in service. The SmartBall tool will be continuously tracked during the inspection using proprietary tracking devices synchronized with the tool and tracking sensors installed along the pipeline prior to tool deployment. The information gathered helps determine a pipe's baseline condition, confirm record drawings, and ensure all CAV's are functioning properly.

3.2 Transient Pressure Monitoring (TPM)

Monitoring equipment will be placed to determine if pipelines are experiencing excessive pressure or vacuum conditions during CFM operations through pump starts/stops. TPMs continuously samples pressure at a high rate and records data every few minutes under normal operating conditions; however, when a transient pressure event is detected, the sampling rate increases to once every 50 milliseconds (20 readings per second). These pressure surges, if present in PVC force mains, can result in fatigue within the pipe that can result in earlier than expected pipeline failures. Transient pressure monitors will be placed in advance of the SmartBall inspection and will capture data for 30 days.

3.3 PVC Fatigue Analysis

The fatigue analysis investigates the effects of cyclic internal pressure loads on the CFM with consideration for the external loading effect. A predictive equation is used to estimate service life under cyclic conditions. Pipe design specifications are also incorporated into the analysis.

Task 3 – Transient Analysis

Wade Trim has performed an initial review of the pipeline system to develop a preliminary understanding of how low and high pressure transients that may be forming in the system. These pressure transients can cause pipeline breaks to occur in the following manner:

1. A reduction in pumping rate at the repump pump station due to a transition from two pumps in operation to one pump in operation causes a minor transient condition that reduces the

Islamorada Conveyance Force Main
October 13, 2025
Page 3

pressure in the CFM to below atmospheric pressure. This low pressure is formed because the flow out of the downstream end of the CFM is higher than the flow into the upstream end of the CFM.

2. When this low-pressure transient passes the CAVs, the CAVs open, allowing air to enter the system.
3. As the system stabilizes to the reduced flow rate in the system, the line pressure increases and the CAVs begin to expel air from the system.
4. As the last of the air at a CAV is expelled, water enters the CAV causing the CAV to slam shut.
5. This rapid closure of the CAV will generate a high-pressure transient in the system.

Wade Trim has worked on similar transient issues on other system where rapid closure of the CAV causes high pressure spikes. We have found that the initial transient at a single CAV is not high enough to cause a line break. However, the reflection of high-pressure transients between CAVs in close proximity can amplify to very high-pressure spikes at intermediate locations between the CAVs that can cause line breaks.

Our initial assessment of the existing CAVs shows the size of the opening to break the low-pressure vacuum within the pipeline is a reasonable size. However, the opening to release air from the system is significantly oversized leading to air release at too high of a rate that may be leading to high pressure and line failure.

We also understand that staff at the WWTP have observed large discharges of air from the 18-inch CFM into the WWTP. These observations confirm that air is entering the system, and the most likely source of the air is from the CAVs.

Below is a summary of project goals and a workplan for a transient analysis that will confirm the initial findings and recommend changes to the CAVs to mitigate line failure.

GOALS

The goals of the transient analysis are as follows:

1. Develop alternatives that focus on surge mitigation measures to protect the pipeline rather than pipeline replacement.
2. Confirm that changes in pumping rates create low pressure conditions that cause existing CAVs to open and allow air into the system.
3. Confirm that rapid closure of the CAVs during air release is the likely source of extreme pressures in the CFM.
4. Select modified CAVs with smaller air discharge sizes or other transient mitigation measures to prevent the formation of high-pressure transients.
5. Develop an updated pump operational strategy to prevent low pressures in the system that cause the CAVs to open and allow air to enter the system.

3.1 – Collect Pressure Readings

High frequency pressure sensors will be installed within the system to monitor line pressure and capture any low and high-pressure transient conditions. This information will be used to confirm model results and to identify operational conditions that lead to transients. Pure Technologies expects to install pressure sensors at the pump station and on the pipeline in the vicinity of the concentrated line breaks. These sensors will be coordinated through Pure and will be installed for 30 days. The 30 day period will coincide with time periods that are known to have changes in flow rates within the system.

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3.2 – Develop Transient Model

A model of the existing CFM will be developed within the Bentley HAMMER model framework. The model will begin at the pump station and end at the WWTP. The model will be developed based on available record drawings and information. This information will include:

1. GIS data of the existing pipeline
2. Record drawings of the force main
3. Record drawings of the pump station
4. Pump curves and operational information
5. Record drawings and model numbers of the existing CAVs
6. Boundary condition at the WWTP
7. Existing model of the system that can be exported

Wade Trim understands that a InfoSWMM model of the system also exists. Wade Trim would like to obtain a copy of this model.

3.3 – Existing Model Simulations

Scenarios with varying flow conditions at the pump station will be run in the model. Model runs may include a reduction in flow due to a single pump shutting off or a sudden shut down of the entire pump station. These scenarios will be run to understand which operational conditions cause the CAVs to intake air and subsequently slam shut. The results of the model will be used to confirm if multiple CAVs may be slamming shut and causing formation of extreme pressures in the CFM system.

3.4 – Develop Transient Mitigation Solutions

After the cause of extreme pressures is confirmed, a plan will be developed for transient mitigation. Two separate transient mitigation methods will be developed that will work together. These methods will include:

1. Alternative technologies to CAVs will potentially include vacuum valves and smaller air release valves to limit the rate of air release.
2. Pump station operational changes may also prevent low pressures in the system. The model will be used to establish a recommendation of equipment and system operation that will prevent formation of extreme pressures in the system.

3.5 – New Pump Station Analysis (Future Scope Item)

Wade Trim recognizes that the existing pump station is planned to be replaced in the future. The current pump station has a wet well that is open to the atmosphere and establishes a relatively fixed suction level for the pumps. This existing open wet well also allows any entrained air from the upstream system to be vented. The proposed pump station will be a true repump pump station and will have a pressurized pump intake. This planned pump station is currently in the approval process with KLWTD and the final configuration and operational strategy has not been confirmed.

We recommend that upon final approval from KLWTD, the model should be expanded to include this pump station and the upstream system to understand the transient impact of the new pump station. This effort will require the development of a separate work scope and budget.

Task 4 - Rehabilitation & Replacement Evaluation

4.1 Evaluation of Replacement Alternatives

Wade Trim will evaluate options for the replacement or realignment of pipeline sections. The following replacement options will be evaluated:

1. New Alignment: Installation of a new CFM in a separate alignment.
2. Same Alignment Replacement: Replacement of the existing main in-place with bypass pumping.

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3. Trenchless Replacement: Installation of a new main using horizontal directional drilling (HDD) or other trenchless methods.

Each of the above-described alternative will be evaluated based on:

1. Route Options
2. Operational Impacts
3. Maintenance of Traffic (MOT) Impacts
4. Installation Concerns
5. Project Cost Estimates

Task 5 – Meetings

Wade Trim anticipates it will be necessary to meet with Village staff after the existing model simulations are performed to discuss findings about the existing system. These meeting will serve to confirm that the results from the model are representing realistic conditions in the system and are consistent with observations of system performance. The meeting can also include discussions about which transient mitigation technologies and manufacturers are preferred by the Village. An additional meeting will be held after the analysis is completed to discuss the recommended transient mitigation solution for the system. For this project we are assuming that it will be necessary to prepare for and attend three meetings.

Task 6 – Documentation

After the evaluation is completed and the recommended solution(s) is discussed with Village staff, a summary of the evaluation performed, findings, and recommended mitigation measures will be documented in a technical memorandum.

DELIVERABLES

The final deliverable of this analysis will be a technical memorandum summarizing the findings from all tasks indicated above including any data gathered.

COMPENSATION

Wade Trim proposes to provide the above services for an estimated fee in the amount of \$369,935 as broken down per task in Table 1 below.

The fee estimates provided above include all anticipated Wade Trim labor and expense costs along with anticipated subconsultant fees, approved mark-ups (10%) and contingency allowances.

Task	Fee
1 – Field Investigations	\$58,040
2 – In Service Pipeline Condition Assessment	\$201,355
3 – Transient Analysis	\$51,200
4 – Rehabilitation and Replacement Evaluation	\$20,520
5 – Meetings	\$9,000
6 – Documentation	\$29,820
Total	\$369,935

INVOICING

Invoices will be prepared and submitted in accordance with WA. No.1.

Thank you for the opportunity to submit this engineering analysis services proposal. We appreciate our role as a trusted advisor to the Village. As always, please contact me directly with any questions.

Very truly yours,

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Wade Trim, Inc.

David Mullen, PE
Project Manager

DCM:kmk
ISL2016
Attachments
Pure Technologies Proposal

CC:



Proposal for
IN-SERVICE WASTEWATER PIPELINE CONDITION ASSESSMENT
Islamorada Village of Islands 18-in PVC Force Main

SmartBall®



a xylem brand

In-Service Wastewater Pipeline Condition Assessment



June 19, 2025

Mr. David Mullen, P.E.
Wade Trim
9100 S. Dadeland Boulevard
Suite 1500
Miami, FL 33156

RE: 18-in PVC Force Main Assessment

Dear Mr. Mullen,

Pure Technologies U.S. Inc., a Xylem brand, is pleased to offer our services to Wade Trim for the inspection of approximately 10.5 miles of the Islamorada Village of Islands' (the Village) 18-in diameter Polyvinyl Chloride (PVC) wastewater force main beginning at the North Plantation Key Re-pump Station (NPK RPS) and ending at the Key Largo Water Treatment District Regional Treatment Facility (KLWTD RTF).

We propose using our SmartBall® free-swimming inspection platform to complete this project. SmartBall inspects pipelines while they are in service and detects acoustic activity associated with leaks and trapped air pockets. Additionally, we propose to utilize transient pressure monitoring (TPM) to provide data that will be incorporated into a PVC fatigue analysis of the pipeline.

As a recognized industry leader in the inspection, assessment, and management of pressurized water and wastewater pipelines, Pure Technologies continually strives to set the industry standard with the most trusted, technologically advanced tools operated by our highly experienced team.

We look forward to addressing any questions you may have and helping to solve your water challenges.

A handwritten signature in blue ink that appears to read "Jennifer Leone".

Jennifer Leone, PE
Business Development Manager
Pure Technologies U.S. Inc.
Jennifer.Leone@xylem.com

A handwritten signature in blue ink that appears to read "Will Craven".

Will Craven, PE
Business Development Manager - East
Pure Technologies U.S. Inc.
william.craven@xylem.com

In-Service Wastewater Pipeline Condition Assessment

A comprehensive condition assessment of wastewater force mains involves deploying inspection tools to accurately assess the health of the buried infrastructure along with advanced engineering analysis to provide a clearer understanding of risks that inform short- and long-term repair and replacement strategies. We propose a condition assessment initiative for Wade Trim and the Village comprising of three phases:

1. **Leak and gas pocket detection** helps determine a pipe's baseline condition. Pure Technologies' free-swimming SmartBall® platform uses acoustic technology to accurately locate leaks and air pockets and operates while the pipeline is in service.
2. **Transient Pressure Monitoring (TPM)** determines if pipelines are experiencing excessive pressure or vacuum conditions during force main operations through pump starts/stops. These pressure surges if present in PVC force mains can result in fatigue within the pipe that can result in earlier than expected pipeline failures.
3. **PVC Fatigue Analysis** determines if fatigue is occurring on the PVC force main. A fatigue analysis investigates the effects of cyclic internal pressure loads on the force main with consideration for the external loading effect. A predictive equation is used to estimate service life under cyclic conditions.

Leak and Gas Pocket Detection

Free-swimming inline inspection is the best solution for detecting gas pockets in wastewater pipelines as it brings the acoustic sensor directly to the gas pocket while the pipeline remains operating under normal conditions, providing greater sensitivity and accuracy, and covering long distances in a single deployment. Pure Technologies has inspected over 1,100 miles of wastewater pressure pipes using the SmartBall platform.

Gas pockets in force mains can impact the operation of pump stations by reducing the capacity of the pipeline and increase the risk of collapse due to vacuum at gas pocket locations should a transient pressure wave traverse the pipeline.

Pure Technologies has performed an analysis of force mains inspected using acoustic based technologies in order to better characterize the frequency and location of gas pockets. Based on the analysis, 72% of gas pockets were not located at known high points or gas release valves.

In-Service Wastewater Pipeline Condition Assessment



The SmartBall inspection platform, shown in **Figure 1**, is a free-swimming, non-destructive inline inspection technology that detects acoustic activity associated with leaks and pockets of trapped gas in pressurized pipelines.

The SmartBall tool is typically inserted into an active line through a check valve in a pump station. Once deployed, the tool is propelled by the hydraulic flow and can navigate inline valves, 90-degree bends, tees, diameter changes, profile changes, and vertical risers. It is typically extracted from the pipeline by installing a metal bar screen at a gravity transition manhole or other depressurized feature as shown in **Figure 2**.

The SmartBall tool is continuously tracked during an inspection using proprietary tracking devices synchronized with the tool and tracking sensors installed along the pipeline prior to deployment.

Since 2005, utilities around the world have relied on the SmartBall platform to inspect more than 8,895 miles of pipelines including 1,100 miles of wastewater pipelines.

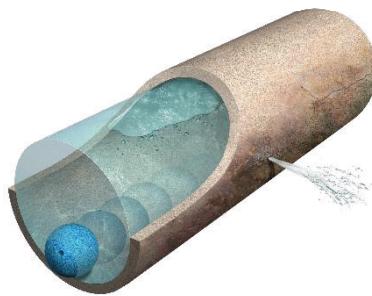


Figure 1: SmartBall Free-swimming Inspection Platform

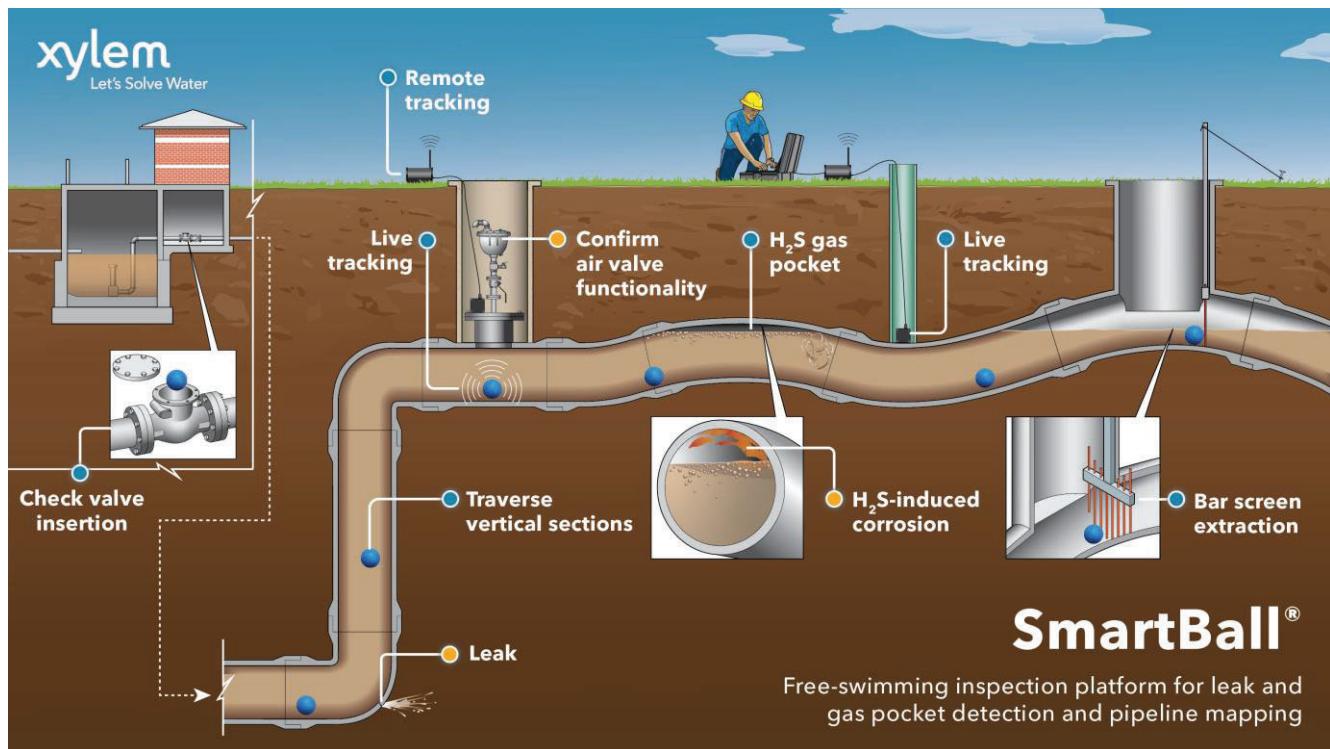


Figure 2. SmartBall Platform Overview

Transient Pressure Monitoring

A hydraulic evaluation is proposed in order to understand the operational and surge pressures within the pipeline. When pipe wall degradation is combined with surge pressures, the likelihood of pipe failure can be significantly increased. Evaluation of the pump station operation, such as

pump startup mode, typical and peak flows, operating and surge pressures, and surge protection, can provide important information on the stresses imparted on the pipeline.

Hydraulic pressure transients (also known as surges or water hammers) occur in pipelines when the pressure conditions in the system change due to variances in pressure or flow (e.g., pump on/off cycles or the rapid closure of a valve). The magnitude of a transient is related to several factors that include, but are not limited to, the flow rate within the pipeline, the time over which the change in steady-state condition occurs, and a pipe's hoop stiffness.

The occurrence of pressure transients within a force main can have adverse effects on the integrity of a pipe section especially when combined with gas pockets. Damage from pressure transients can include cracking of mortar coating or lining, crack propagation, movement at joints, and structural fatigue. The impact of pressure transients can vary depending on the magnitude of the transient and current condition of the force main. Accumulated damage of this nature can eventually decrease the structural integrity of the pipe. Combined with the steady-state pressure in the force main prior to a rapid flow change, a transient event may exceed the maximum design pressure of the pipeline. High pressures from intermittent or recurring transients may cause damage, increase pre-existing damage, or initiate a failure.

Fatigue Analysis for PVC Pipe

The remaining service life of a PVC force main can be tied to the number of cycles of pressure changes that the piping experiences during operation including the frequency of cycles and the magnitude of pressure fluctuations. Pressure fluctuations are caused by events such as the rapid opening and closing of valves, and the start-up and shutdown of pumps. Higher-than anticipated number of cycles and pressure amplitude fluctuations may result in a shortened service life, which ends in pipeline failure.

Project Milestones and Deliverables

Additional details regarding insertion, extraction and tracking of the inspection tools are provided in Appendix A, Smartball Inspection Considerations.

Planning and Mobilization

The planning process is an integral element of a successful project. It allows the team to identify features of the site or the pipe that could prevent a successful inspection. Actions can then be implemented to mitigate any potential risk.

Pure Technologies will meet with Wade Trim and the Village to perform a site visit to assess access to the pipeline and identify potential challenges and risks. As much information as possible on the pipeline will be requested during the planning process. It is our understanding that Wade Trim or the village will facilitate all civil activity for pipeline access and tracking sensor installation, which may require modification to existing features, excavation, tapping, traffic control, scaffolding and other activities identified during the planning process necessary to access pipeline features determined to be critical to the inspection. Pure Technologies will make every effort to utilize existing pipeline features where feasible.

Activities undertaken as part of the planning and mobilization process include, but are not necessarily limited to the following:

- Project document review
- Project planning site visit and review
- Pre-inspection coordination/meetings
- Planning document development, including tracking plan and tracking sensor installation details
- Equipment and staffing logistics
- Tool preparation
- Pre-inspection activities required in advance of the scheduled inspection date

Based on the information gathered from the project planning site visit and all available documents, a detailed project planning document (PPD) outlining the inspection plan, including insertion and extraction procedures and tracking sensor locations will be submitted prior to commencing the work. The PPD will be submitted to Wade Trim and the Village in electronic portable document format (PDF) at least two weeks prior to the inspection, dependent on the receipt of project data, or as soon as possible in cases of urgent mobilization. Wade Trim and the Village should review and provide comments or approval of the PPD prior to mobilization. Any changes to the scope that arise in the planning process which impact the pricing in this proposal will be discussed with Wade Trim and mutually agreed upon before proceeding.

Planning and Mobilization Deliverables

1. Project Planning Document that outlines the inspection plan, including insertion and extraction procedures and tracking sensor locations.

SmartBall Gas Pocket Inspection

It is anticipated that two TPMs will be utilized on this project, one located at the NPK RPS and one located at an air release valve as directed by Wade Trim or the Village. It is anticipated that the monitors will be installed in advance of the inspection and will capture data for at least 30 days.

SmartBall tracking sensor installation will be completed prior to inspection and may take one to two days, depending on sensor locations and accessibility. It is expected that Wade Trim and/or the Village will provide assistance with any sensor installations that require soft digs or pavement coring to access the pipeline and will provide appropriate traffic control during tracking installations, if required, as outlined in the PPD.

The inspection is anticipated to take one day to complete. Tracking teams will be assigned to monitor the tool's movement through the pipeline. If required, Wade Trim or the Village will provide traffic control during the inspection at each tracking sensor location. Coordination with operations staff will be required throughout the duration of the inspection, particularly for activities such as valve operation, pump management, etc. These activities will be outlined in the PPD.

The SmartBall tool is typically inserted into force mains through the open bonnet of an isolated check valve in a pump station but can be inserted using any new or existing 4-inch full bore flanged valve (e.g., an isolation valve under an air release valve or other pipeline feature), gravity transitions, or bypass piping.

Extraction of the SmartBall tool is typically performed by installing a metal bar screen at a gravity transition manhole or other depressurized feature. The SmartBall, which is rolling along the bottom of the pipe, will be stopped by the bar screen and a net is used to extract it from the pipeline. Other extraction methods are possible and can be evaluated by the SmartBall technical experts for feasibility. An example of extracting the SmartBall tool with Pure Technologies' standard bar screen is shown in **Figure 3**.

Gas pocket locations are determined using data recorded by the sensors onboard the SmartBall tool as well as that recorded by the tracking devices. Experience has shown our analysis methods are accurate to within approximately ± 6 feet.

Further details on considerations related to the pipeline inspection such as pressure, flow requirements, or insertion/extraction requirements can be found in Appendix A, Smartball Inspection Considerations.



Figure 3. Example of Bar Screen Extraction of the SmartBall Tool

Data Analysis

The Pure Technologies analysis team will analyze the data collected by the SmartBall platform to document details of acoustic events including acoustic intensity plots and tracking details. The location of gas pockets will be provided by reporting the start and end point of each gas pocket in relation to the nearest upstream and downstream pipeline features. An aerial view of the pipeline showing the approximate location of the gas pocket will also be included.

A fatigue analysis will be undertaken to investigate the effects of cyclic internal pressure loads on the force main with consideration for the external loading effect. The American Water Works Association (AWWA) M23 standard and Handbook of PVC Pipe Design and Construction will be used to evaluate the fatigue life failure of PVC pipe. A predictive equation is used to estimate service life under cyclic conditions. The number of anticipated fatigue cycles is estimated by calculating the number of pump start-ups and shutdowns per day over the design life of the system. This is then compared to the estimated maximum peak hoop stress and mean stress occurring during each cycle. Pipe design specifications are incorporated into the fatigue analysis.

Gas Pocket Detection and PVC Fatigue Analysis Deliverables

1. Draft Inspection Report including:
 - Project background and inspection details
 - Details of acoustic events including acoustic intensity plots and tracking details

- A table of results identifying locations of acoustic
- A table of TPM events during the pre-inspection TPM recording period
- Results of PVC remaining useful life (RUL) analysis based on TPM recordings.

2. Final Inspection Report incorporating comments from Wade Trim and the Village.

Wade Trim/Village Responsibilities

It is expected that the activities listed below will be completed by Wade Trim and/or the Village. Requirements will be determined in more detail during the inspection planning process.

- Provide information about the pipeline at least four weeks prior to the inspection date including, but not limited to, plan and profile drawings, lay sheets, shop drawings, manufacturing details, and details of access structures and appurtenances - if available.
- Obtain any required legal right-of-entry on the property.
- Provide support personnel during the inspection for locating the access structures, traffic control, valve operation, pump operation, and other support as necessary.
- Provide Pure Technologies with the typical flow velocities and pressures for pipeline operation, and the expected minimum and maximum values for each.
- Provide and maintain safe and reasonable access to all work sites throughout the inspection and obtain permits as required.
- Prepare and/or modify existing pipeline fittings and structures as indicated by Pure Technologies to accommodate insertion and extraction of the equipment as outlined in the Planning Document.
- Render confined space areas safe for the services, including lockout tagout of pumps, valves and motors; dewatering chambers and vaults to permit movement of persons and equipment; and vector and rodent control as necessary.
- Provide scaffolding to support SmartBall insertion or extraction if needed.
- Excavate, dewater, shore up, and/or provide scaffolding of job area and other civil activity as necessary in compliance with the Occupational Safety and Health Administration and local standards and regulations.
- Provide pumping services to allow for insertion of the SmartBall tool through bypass piping, if necessary.
- Operate the pipeline in a manner that will achieve the minimum required flow velocity indicated in the PPD throughout the inspection.

Project Schedule

The proposed schedule for the project is shown below.

Project Schedule	
Task	Timing
Site visit	Within 30 days following Notice to Proceed (NTP)
Project Planning Document	2 weeks prior to inspection
Inspection	4-6 weeks from Project Planning Document approval
Draft Report	8 weeks following inspection
Final Report	2 weeks after receipt of comments on Draft Report <i>If no response to the Draft Report is received within 30 days of submittal, the report will be finalized and submitted to Wade Trim.</i>

Proposed Fee and Payment Schedule

The estimated cost for this project is based on the information provided at the time of this proposal and detailed in the table below.

Fee Schedule				
Description	Unit	Unit Price	Quantity	Total Price
Project Setup, Planning and Mobilization	Lump Sum	\$22,660.00	1	\$22,660.00
Transient Pressure Monitoring (2 units), SmartBall Inspection and Analysis (minimum 2 miles inspection distance)	Lump Sum	\$126,400.00	1	\$126,400.00
Project Reporting including PVC Fatigue Analysis	Lump Sum	\$33,990.00	1	\$33,990.00
Estimated Total Project Cost				\$183,050.00

Notes and Assumptions

- All travel, shipping and related expenses are included in the mobilization and field data collection/inspection fees.
- If additional work is required due to circumstances outside of Pure Technologies' control or based on additional requests from Wade Trim or the Village, a mutually agreed change order will be required.
- Costs associated with scaffolding to support SmartBall insertion or extraction are not included in this proposal.
- A charge of 25% of the planning and mobilization fee will apply should the work be delayed by Wade Trim or the Village within two weeks prior to agreed mobilization date. A project delayed into the next calendar year may incur a price increase in the amount of the local Consumer Price Index.

- A charge of 50% of the planning and mobilization fee will apply should the work be cancelled by Wade Trim or the Village within two weeks prior to agreed mobilization date. Any other charges incurred prior to the cancellation scenario shall be invoiced in full.
- A stand-by charge of \$10,815 per crew day will apply if the project is delayed for 24 hours or more by Wade Trim or the Village after mobilization.
- Pricing does not include custom equipment fabrication, traffic control, civil works, permitting, confined space rescue support, lighting for night inspections, or valve exercising. These tasks and their respective costs are the responsibility of Wade Trim or the Village unless otherwise agreed, or is included in the project estimate above.
- Suitable access points for insertion and extraction of the inspection tool are the responsibility of the Village.
- Please note that Project Pricing included herein is valid for 120 days from the date of this proposal.
- Pure Technologies' liability and insurance for this project are standard as detailed in the Standard Terms & Conditions included with this proposal. Non-standard conditions may be subject to a surcharge fee equal to 5% of the total project estimate.
- All taxes, levies, duties, tariffs and other governmental charges, and any incremental increases thereto, shall be paid by Wade Trim. Pure Technologies reserves the right to adjust pricing and schedule of the affected goods to reflect any impact resulting from tariffs not already included in the proposed pricing. Pure Technologies is not obligated to deliver the goods and/or services until an agreement on the new price and/or schedule has been reached.

Payment Schedule

Invoicing Schedule		
Service	Fee	Invoicing Period
Project Setup, Planning and Mobilization	\$22,660.00	Upon submittal of the Project Planning Document
Transient Pressure Monitoring, SmartBall Inspection and Analysis	\$126,400.00	Upon completion of the inspection
Project Reporting including PVC Fatigue Analysis - Draft Report	\$27,190.00	Upon submittal of the Draft report
Project Reporting including PVC Fatigue Analysis - Final Report	\$6,800.00	Upon submittal of the Final report

Standard Terms and Conditions

CONDITIONS OF ENGAGEMENT FOR THE PROVISION OF SERVICES

(North America)

The Proposal is issued upon and is subject to these Conditions of Engagement. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be deemed to form part of the Contract between the Client and Pure.

1. DEFINITIONS

In these Conditions of Engagement the following definitions apply:

- “Client” means any person or persons, firm or company engaging Pure to provide the Services.
- “Contract” means the agreement awarded to Pure as a result of the Proposal.
- “Pure” means Pure Technologies Ltd., Pure Technologies U.S. Inc., PureHM Inc., PureHM U.S. Inc. or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.
- “Proposal” means Pure's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.
- “Services” mean those services of whatever nature to be supplied by Pure under the Contract.
- “Site” means the facility, land, installation or premises to which Pure is granted access for the purposes of the Contract and may include any combination of the foregoing.

2. PURE'S OBLIGATIONS

- 2.1 Pure will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.
- 2.2 Pure will ensure that the equipment used in performing the Services is in a good and functional state.

3. CLIENT'S OBLIGATIONS

- 3.1 The Client will provide to Pure full, good faith co-operation to assist Pure in providing the Services. Unless otherwise specified in the Proposal and without limiting the generality of the foregoing, the Client will at its own expense:

- (i) ensure, if required, access to private land will be given to Pure and that any official permits or permissions required for Pure to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;
- (ii) inform Pure in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material;
- (iii) perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.

3.2 The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Pure, and assumptions that Pure shall have identified in the Proposal. The Client acknowledges that if any such information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Pure are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Pure will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.

3.3 Client will pay Pure within 30 days of Client's receipt of an invoice therefrom. Client acknowledges that Pure is entitled to payment for any and all Services performed hereunder up and until the date of the full completion of such Services.

3.4 Upon Client's termination of the provision of Services or any goods by Pure hereunder, Pure will be entitled to payment for any and all goods and Services provided up to and until the date Pure receives notice of termination from Client. Such payments will be at the rates as provided to Client in the Proposal.

3.5 The pricing provided in the proposal shall remain firm for 12 months from the date hereof. Thereafter, in recognition of the current inflationary environment and potential of labor and component cost increases to Pure, a price adjustment may be requested by Pure to account for such cost increase.

4. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.1 All reports generated in the performance of the Services and delivered by Pure to the Client will become the property of the Client.

4.2 Pure's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Pure. The Client will not acquire any proprietary rights in Pure's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Pure's Proprietary Technology"). Any modifications or improvements to the Pure's Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Pure.

4.3 Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 4.3 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.

4.4 Notwithstanding anything herein to the contrary, Contractor will have a limited, non-exclusive, royalty-free license to utilize data collected and received in the performance of services hereunder for purposes of (a) providing services, (b) analyzing and improving the services, and (iii) internal research and development for the benefit of Contractor and Client's clients.

5. LIABILITY AND WARRANTIES

5.1 Pure will indemnify and hold the Client harmless against any expense, demand, liability, loss, claim, lawsuit or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Pure, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Pure.

5.2 Pure will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential,

indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

5.3 Pure's cumulative liability hereunder, whether in contract, tort, or otherwise, will in no event exceed the greater of (i) the aggregate consideration paid by the City to Pure for the portion of the Services that gave rise to the liability, or (ii) \$2 million; provided, however, that this clause shall not limit Pure's indemnification obligations hereunder. The report(s) and any other recommendations or advice made by Pure relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Pure will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Pure in relation to the pipeline or Services, and the Client will indemnify Pure against any liability to third parties resulting therefrom.

5.4 Pure's warranties for the Services will be set out in the Contract. Pure disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality, durability, or fitness for particular purpose to the extent allowed by applicable law. This means Pure's warranty obligations will be limited to what is expressly set out in the Contract.

6. Insurance

Pure will provide the Client with a certificate of insurance evidencing the following coverages:

6.1	Commercial General Liability	\$2,000,000
6.2	Automobile Liability	\$1,000,000
6.3	Workers Compensation	Statutory
6.4	Professional Liability	\$500,000

7. Solicitation of Employees

Pure and Client (the "Parties") agree that, for the term of Client's engagement of Pure, and for one (1) year thereafter, the Parties will not:

- 7.1 directly or indirectly solicit, or attempt to solicit or endeavour to cause any employee, volunteer or consultant of the other Party to leave his or her employment, volunteer or consulting relationship; or
- 7.2 directly or indirectly induce or attempt to induce any customer or prospective customer of the other Party to cease doing business in whole or in part with the other Party or solicit the business of any customer or prospective customer of the other Party for a purpose which is competitive with the Party's business.

8. Special Conditions/Acknowledgement of Events.

Each Party acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Pure to meet its obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on Pure's performance, all performance efforts by Pure will be on a reasonable efforts basis only and Pure shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.

Appendix A: SmartBall Inspection Considerations

Pipeline Pressure

Inline leak detection technology is inherently more sensitive than external methods and correlators because it brings the acoustic sensor within one pipe diameter of the leak. Acoustic leak detection functions by detecting the acoustic signature generated by the sudden drop in pressure of water exiting the pipeline at the site of a leak. SmartBall technology requires a minimum pressure differential between internal and external pipeline conditions of 15 psi (1 bar) for acoustic leak detection. For pipelines in high water tables or river crossings, the resultant hydrostatic head acting against the exterior of the pipe wall must be taken into consideration.

During the SmartBall inspection, the Village staff will need to operate the system to maintain pipeline pressures as necessary to accommodate the needs of its customers. A review of the pipeline will be performed as part of the planning process to identify potential areas where the pressure may drop below the minimum required pressure differential for acoustic leak detection. Additional factors that affect acoustic leak detection include tunnels and encasements where the sudden drop in pressure that causes the acoustic signature generated by the leak may not occur at the site of the leak inside the pipeline, but rather at the point where the fluid exits the tunnel or encasement if the 'leak path' becomes pressurized between the pipe wall and the tunnel or encasement. Approximate pressure measurements may be requested prior to and/or during the inspection to ensure the pipeline is operating within expected conditions.

Insertion and Extraction Requirements

The SmartBall tool is typically inserted through a 4-inch (100mm) or larger full-bore flanged valve into an active pipeline. When using standard insertion equipment, the valve should have direct access to the pipeline with no bends in the connecting riser. The minimum internal diameter of valve opening and pipeline access must be no less than 3.75 inches (95.3mm). A minimum of 4 feet (1.3m) of overhead clearance is required above the flange of the insertion valve. Alternative methods for insertion include utilizing check valves in pump stations, areas where the pipeline transitions to gravity, or pumping the SmartBall through offset piping such as a hydrant or bypass.

If a hot tap is being performed to add an access point, the drill bit must be at least 3.75 inches (95.3mm) in diameter and centered within the newly installed valve. Note that a 4-inch valve on an access point installed with a drill bit smaller than 3.75 inches will not provide the clearance needed.

The SmartBall tool is typically extracted from the pipeline by installing a pressurized stack on a 4-inch (100mm) full bore flanged valve, or larger, with a minimum internal diameter no less than 3.75 inches (95.3mm). The valve should be on the crown of the pipe and be located on a flat section of pipeline with no vertical slopes or horizontal bends 30 feet (9m) upstream of the valve. A minimum of 16 feet (5m) of overhead clearance is required above the flange of the extraction valve. It is possible to core the roof of a vault above the valve with a 6-inch (150mm) or greater opening if the vault does not have enough overhead clearance. The extraction net utilizes a tracking sensor and a camera to confirm the SmartBall tool has been caught. Other extraction methods, such as retrieval from a reservoir using a remotely operated vehicle, are possible and can be evaluated by the SmartBall technical experts for feasibility.

Tracking

Prior to the inspection, tracking sensors will be installed along the pipeline to track the position of the SmartBall tool. The tracking sensors function best when installed as close as possible to the water column in the pipeline and are attached to metal surfaces of pipeline appurtenances, such as air release valves, flanges, valves, or any other contact point on the pipeline. At these locations, Pure Technologies staff will clean an area of the pipe approximately 3 inches by 3 inches (75mm by 75mm) and will adhere tracking sensors using a fast-drying epoxy. Computers synchronized with the SmartBall tool will be connected to the tracking sensors to calculate the location and velocity of the SmartBall tool as it approaches and passes the tracking location. Tracking teams will set up at tracking sensors before deploying the SmartBall tool and will 'leap-frog' to subsequent tracking locations as the SmartBall tool traverses the pipeline on its way to the extraction point. A tracking plan and details for installing tracking sensors will be included in the PPD submitted to Wade Trim prior to the inspection.

Flow Requirements

The SmartBall tool requires a fluid velocity of 0.5 feet per second (0.15 meters per second) to traverse flat sections of pipeline. The ideal fluid velocity for most pipelines is 2 to 4 feet per second (0.6 to 1.2 meters per second) for traversing slopes and allowing tracking teams to relocate to the next tracking location. The maximum fluid velocity before data quality is impacted is 6 feet per second (1.8 meters per second) for leak and air pocket inspection and 3 feet per second (0.9 meters per second) for SmartBall mapping. The SmartBall tool usually travels at approximately 70% of average fluid velocity. The Village staff will control the flow rate to confirm the requisite velocity during tool deployment as defined in the PPD. Pure Technologies will also evaluate pumping rates and cycle times to determine if supplemental water will be required to complete the inspection. It should be noted that air pocket and leak detection surveys should be performed as close to typical operating conditions as feasible.

Live Pipeline Inspection Risks

Despite meticulous planning and preparation, live pipeline inspection carries an inherent risk that cannot be avoided. There is a possibility that the inspection platform could encounter problems during the inspection run that could lead to loss of data, requiring a re-inspection or at worst the tool getting stuck in the pipeline due to unforeseen or unknown obstructions. The planning process is used to mitigate any potential risks.



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Southeast District
2796 Overseas Highway Suite 221
Marathon, FL 33050
305-289-6600

October 15, 2025

Mr. Ron Saunders, Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL, 33036
village.manager@islamorada.fl.us

Re: Islamorada, Village of Islands Collection System
WW Facility ID #FLSS0A521
Monroe County

Dear Mr. Saunders,

Enclosed is a Consent Order ("Order") prepared by the Department for resolution of the above-referenced enforcement case. Please review this document and within 20 days of receipt return a signed copy to the Department. All pages within the Order should be included with your returned signed copy. Once fully executed, a copy of the final document will be forwarded to you.

Should you have any questions or comments, please contact Sara Smith at 305-289-7090 or via e-mail at Sara.M.Smith@FloridaDEP.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sirena Davila".

Sirena Davila, Director
Southeast District
Florida Department of Environmental Protection

Enclosure: Consent Order

cc: Sirena Davila, FDEP (Sirena.Davila@FloridaDEP.gov)
Viviana Useche, FDEP (Viviana.Useche@FloridaDEP.gov)
M'Liss Bordelon, FDEP (Whitney.Bordelon@FloridaDEP.gov)
Sara Smith, FDEP (Sara.M.Smith@FloridaDEP.gov)
Andrew Engelmeyer, Public Works Director (andrew.engelmeyer@islamorada.fl.us)

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION)	SOUTHEAST DISTRICT
)	
v.)	OGC FILE NO. 25-0038
)	
ISLAMORADA VILLAGE OF ISLANDS)	
COLLECTION SYSTEM)	
)	

CONSENT ORDER

This Consent Order ("Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and the Islamorada Village of Islands ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes ("F.S."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Order.

2. Respondent is a municipal corporation in the State of Florida and a person within the meaning of Section 403.031(5), F.S.

3. Respondent is the owner and is responsible for the operation of the Islamorada Village of Islands Collection and Transmission System ("System"), Facility ID Number FLSS0A521, a system of pipes and pump stations that collect sewage in Islamorada Village of Islands and delivers it to a regional wastewater treatment facility. Respondent is a volume sewer customer located in the North portion of the Florida Keys in Monroe County, Florida, between approximately Mile Marker 90 to Mile Marker 72 along U.S. Highway 1. Respondent purchases wastewater treatment and

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disposal services from the Key Largo Wastewater Treatment Plant, Facility ID Number FLA370967.

4. The Department finds that the following violation(s) occurred:

- a) The facility failed to prepare, maintain, or update the required operation and maintenance manual, including an emergency response plan, in violation of Rule 62-604.500(4)(b), F.A.C.
- b) The facility had the following sanitary sewer overflows (SSO) or unauthorized discharges, in violation of Rule 62-604.130(1) F.A.C.

SWO #	Incident Date	Location	Volume (gal)	Recovered Volume (gal)	Untreated / Treated	Surface Water
2021-2348	05/03/2021	286 Gardenia St. Pump Station	10,000	0	Untreated	No
2022-5545	07/23/2022	286 Gardenia St. Pump Station	400,000	0	Untreated	No
2023-4943	6/18/2023	NB Overseas Hwy/ Burton Drive	2,000	0	Untreated	No
2024-4077	5/13/2024	NB Overseas HW/MM 92.3	4,000	0	Untreated	No
2025-2679	9/2/2024	NB Overseas Hwy/ MM 92.3	4,000	0	Untreated	No
2025-2679	03/27/2025	286 Gardenia St. Pump Station	10,000	0	Untreated	No

5. On December 12, 2023, the Department issued Permit Modification No. 281237-342-DWC-CM, authorizing replacement of an existing NPK Transfer Pump Station at 286 Gardenia Street with an in-line booster pump station at the same location. Respondent has stated that the construction and commissioning of this booster station would remedy the violations outlined in sub-paragraph 4(b) above. The permit did not provide a completion schedule for the in-line booster pump station, so the orders for corrective actions in this Order will establish one. Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

6. Respondent shall comply with the following corrective actions within the stated time periods:

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a) Within 60 days of the effective date of this Order, Respondent shall submit to the Department a compliance plan and implementation schedule to address the recurring pipeline ruptures resulting in unauthorized discharges. The plan must include provisions for necessary repairs and maintenance, as well as detailed steps for completion and commissioning of the in-line booster pump station at 286 Gardenia Street, as authorized in Permit Modification No. 281237-342-DWC-CM which was issued on December 12, 2023. The schedule shall specify that all construction activities will have a final completion date of no later than December 31, 2027, including the commissioning of the in-line booster pump station.

b) Within 30 days of completing construction, Respondent shall submit a Certification of Completion to the Department. This certification shall be prepared and sealed by a professional engineer licensed in the State of Florida, and must confirm that the Facility modifications were completed in accordance with provision of Permit No. 281237-342-DWC-CM.

c) If either: (1) after 6 months of having completed construction of the design modifications identified in sub-paragraph 5(a) above, the Department determines that the modifications are inadequate to resolve the violation outlined in sub-paragraph 4(b) above, or (2) the Respondent fails to complete the modifications authorized in Permit No. 281237-342-DWC-CM within the timeframe established in the approved plan and schedule required in 6(a) above, then Respondent shall retain a professional engineer licensed in the state of Florida and ensure that an engineering evaluation is completed within 3 months of the applicable event. The evaluation shall identify the cause(s) of the violations.

d) Within 6 months of the applicable event listed in sub-paragraph 6(c) above, Respondent shall submit to the Department a report containing Facility design modifications, prepared and submitted under seal by a professional engineer registered with the state of Florida, to remedy the cause(s) of the violation identified in sub-paragraph 4(b) above.

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e) If a permit is required to construct the design modifications, then within 60 days of submittal of the report referenced in sub-paragraph 6(d) above, Respondent shall submit a complete application for a Department wastewater permit to construct the modifications. In the event the Department requires additional information to process the permit application Respondent shall provide a written response containing the information requested by the Department within 90 days of the date of the request.

f) Within 6 months after issuance of the wastewater permit, or if no permit is required, within 12 months of Department approval of the proposed design modification(s), Respondent shall complete construction of the modification(s).

g) Within 30 days after completion of construction, Respondent shall submit to the Department a Certification of Completion, prepared and sealed by a professional engineer licensed in the State of Florida, stating that modifications to the system have been constructed in accordance with the provisions of the Permit, if a permit is required.

h) Within 90 days of the effective date of this Order, Respondent shall submit to the Department the updated Emergency Response Plan required in Rule 62-604.500(4)(b), F.A.C., including operation and maintenance of the backup power and pumping systems required by Rule 62-604.400(2)(a), F.A.C. The Emergency Response Plan shall address power interruptions and equipment malfunctions from all causes, as required in Rule 62-604.500(4)(b), F.A.C.

7. Every six months after the effective date of this Order, Respondent shall submit to the Department a written report containing information about the status and progress for completing the corrective actions outlined in paragraph 6 of this Order. If the Respondent does not move forward with completing the pump station modifications as authorized in the aforementioned permit, then the reports shall include the status and progress of completing the proposed alternate plan. These reports shall also include a projection of the work Respondent will perform pursuant to

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this Order during the 6-month period which will follow the report. Respondent shall submit the reports to the Department by January 30 and July 30 of each year covered under this Order until the pump station improvement project is completed and placed into service.

8. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by Paragraph 6 within three years of the effective date of this Order and be in full compliance with Chapters 62-600, 62-620, and 62-604, F.A.C., regardless of any intervening events or alternative time frames imposed in this Order, other than those excused delays agreed to by the Department.

9. Within 60 days of the effective date of this Order, Respondent shall pay the Department \$11,320.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$10,820.00 for civil penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty in this case includes two violations that each warrant a penalty of \$2,000.00 or more.

10. In lieu of making cash payment of \$10,820.00 in civil penalties as set forth in paragraph 9 above, Respondent may elect to offset this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Order or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$16,230.00. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Consent Order. Notwithstanding the

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election to implement an in-kind project, payment of the remaining \$500.00 in costs must be paid within 30 days of the effective date of the Consent Order.

11. In the event that Respondent elects to off-set civil penalties including stipulated penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Order remains in effect or during the effective date of any Department issued Permit to Respondent whichever is longer (Prohibited Transfer Duration), Respondent shall not transfer or use funds obtained by the Respondent from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, Prohibited Transfer). Respondent shall annually certify to the Department using the Annual Certification Form located in Exhibit A to this Order that no Prohibited Transfer has occurred. In the event of any Prohibited Transfer, the In-Kind project option shall be forfeited, and entire civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the In-Kind project.

12. Respondent agrees to pay stipulated penalties to the Department as follows:

a) Stipulated penalties shall be assessed for any unauthorized discharges from Respondent's collection system or treatment and disposal facilities according to the volume of the discharge and the number of days the discharge continued and/or impacted surface water, as shown below:

<u>Amount per day per Discharge</u>	<u>Discharge Volume</u>
\$1,000.00	Up to 5,000 gallons
\$2,000.00	5,001 to 10,000 gallons
\$5,000.00	10,001 to 25,000 gallons
\$10,000.00	25,001 to 100,000 gallons
\$15,000.00	in excess of 100,000 gallons

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b) Stipulated penalties in the amount of \$1,000.00 shall be assessed for each and every day Respondent fails to comply with paragraph 6 of this Order, including any plans and schedules submitted by Respondent to the Department which once approved shall be made an enforceable part of this Order.

13. **In-Kind Projects to Offset Stipulated Penalties:** In lieu of making cash payment of the amount required under paragraph 12 (stipulated penalties) above, the Department, at its discretion, may allow Respondent to offset this amount by implementing an in-kind project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the portion of the stipulated penalty amount for which the approved project offsets. The Respondent shall request consideration of applying stipulated penalties toward an in-kind project within 15 days of notification by the Department that stipulated penalties are being assessed under paragraph 12. If acceptable, the Respondent shall comply with all the requirements and timeframes in Consent Order Exhibit A, entitled In-Kind Projects. If not acceptable, the Respondent will pay the stipulated penalties within 30 days of receipt of the Department's notification that applying the stipulated penalties to an in-kind project is not acceptable.

14. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take several days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

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15. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Compliance Assurance Program, Department of Environmental Protection, Southeast District Office at 2796 Overseas Highway Suite 221, Marathon, FL 33050.

16. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

17. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid

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or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

18. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all the terms of this Order.

19. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

20. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

21. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

22. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

23. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing,

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executed by both Respondent and the Department, and filed with the clerk of the Department.

24. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

25. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

26. Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all the following information:

- a) The OGC Number assigned to this Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- d) A statement of when and how the petitioner received notice of the Consent Order;

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- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Southeast District, 2796 Overseas Highway Suite 221, Marathon, FL 33050. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

27. Rules referenced in this Order are available at
<http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

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FOR THE RESPONDENT:

Ron Saunders Date
Village Manager
Islamorada Village of Islands

DONE AND ORDERED this _____ day of _____, 2025, in Palm Beach County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Sirena Davila
Director, Southeast District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk Date

Copies furnished to:
Lea Crandall, Agency Clerk
Mail Station 35

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Exhibit A
In-Kind Projects

Introduction

Proposal

Within 60 days of the effective date of this Consent Order, or of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

The proposal shall also include a Certification by notarized affidavit from a senior management official for _____ (insert name of Respondent) who shall testify as follows:

1. My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

a) I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the eighteenth month period prior to the effective date of Consent Order OGC Case No.: _____ there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

b) I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of physical presence or online notarization, this _____ day of _____, 20____ by

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Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

Annual Certification Form

1. My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

a) I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the twelve month period immediately preceding the notary date on this Certification, there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

b) I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of physical presence or online notarization, this _____ day of _____, 20____ by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

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Commission/Serial No.: _____

c) If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.

d) If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in paragraph 14 of this Order, within 30 days of Department notice.

e) Within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable then Respondent shall make cash payment of the civil penalties as set forth in paragraph 14 of this Order, within 30 days of Department notice.

f) Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph 2(a) above, Respondent shall complete the entire in-kind project.

g) During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

h) In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty

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project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$7,320 penalty, no additional penalties shall be assessed for failure to complete the requirement of this paragraph.

i) Within 15 days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

j) If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$7,320, no additional penalties shall be assessed for failure to complete the requirements of this paragraph.