

RESOLUTION NO. 18-03-20

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA RATIFYING AND APPROVING WORK AUTHORIZATION NO. 4 BETWEEN WADE TRIM, INC. AND ISLAMORADA, VILLAGE OF ISLANDS FOR OWNERS REPRESENTATIVE & ENGINEERING SERVICES RELATED TO DBO CONTRACT TERMINATION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION #4; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of development of the Village-wide wastewater utility, the Village entered into an Agreement with Reynolds Water Islamorada LLC, a wholly-subsidiary of Layne Heavy Civil (“Reynolds”) to Design, Build, and Operate the Village’s wastewater system (the “Project”); and

WHEREAS, on June 4, 2015, Islamorada, Village of Islands (the “Village”) entered into a Continuing Services Agreement (the “Agreement”) with Wade Trim, Inc. (“Wade Trim) for engineering services; and

WHEREAS, Wade Trim, Inc. (“Wade Trim”) has provided the Village with Owner’s Representative Team and Engineering services, as well as Design and Construction Management and oversight services in connection with the Project; and

WHEREAS, the Village has elected to terminate the contract with Reynolds for convenience effective March 12, 2018, and the Village would like to engage Wade Trim to conduct a system review before the Village assumes operation and maintenance responsibility for the central wastewater system; and

WHEREAS, the Village and Wade Trim desire to enter into Work Authorization No. 4 (the “Work Authorization”) to the Agreement, to provide the aforementioned services; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the “Village Council”) finds that approval of the Work Authorization with Wade Trim is in the best interest of the Village.

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

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

Section 2. Approval of Agreement. The Village Council hereby ratifies and approves Work Authorization No. 4 between Wade Trim and the Village to provide engineering services related to DBO contract termination, 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 Authorization.

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

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

Motion to adopt by Vice Mayor Deb Gillis, second by Councilman Jim Mooney.

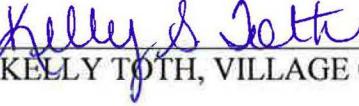
**FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Chris Sante	YES
Vice Mayor Deb Gillis	YES
Councilman Mike Forster	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

PASSED AND ADOPTED ON THIS 1ST DAY OF MARCH, 2018.

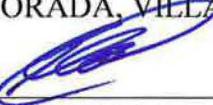

CHRIS SANTE, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

WADE TRIM, INC.

For

Work Authorization No. 4

**To Provide Owner's Representative & Engineering Services
Related to DBO Contract Termination**

Pursuant to the provisions contained in the "Continuing Services Agreement" between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the "VILLAGE") and WADE TRIM, INC., ("CONSULTANT") dated June 1, 2015, 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 February 26, 2018 and shall continue in full force and effect through March 31, 2018, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed sixty (60) days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Council.

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Hourly Not-To-Exceed Compensation. VILLAGE agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" **AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$22,500.00.**

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

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

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

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

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

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

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

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

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated June 1, 2015 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

ISLAMORADA, VILLAGE OF ISLANDS

Kelly S. Toth
Kelly Toth, Village Clerk

By: Seth Lawless
Seth Lawless, Village Manager

Date: March 5, 2018

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



Roget V. Bryan, Village Attorney

ATTEST:

Secretary

Print Name: _____

WADE TRIM, INC.

By: Thomas S. Berezinski

Print Name: Thomas S. Berezinski

Title: Executive Vice President

Date: March 8, 2018

WITNESS:

Crystal Squires
Print Name: Crystal Squires

Angela Watson
Print Name: Angela Watson

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 a Request for Proposals (RFP) No. 11-06-29 and selected a Design-Build-Operate (DBO) Firm Reynolds Water Islamorada (RWI) to design, build and operate the wastewater system. Wade Trim, Inc. has since functioned as the Owner's Representative and Construction Manager (OWNER'S REP) and acted as the VILLAGE'S agent regarding all aspects of this scope of services. The DBO Firm has completed delivery of the work associated with the design-build portion of the wastewater system.

The OWNER'S REP will continue to provide engineering support for the Village's Wastewater Utility. The OWNER'S REP will report directly to the Village Manager, and such other persons as directed by the Village Manager. The OWNER'S REP duties to assist the VILLAGE with the operations of the wastewater utility are broken down into the following task:

- Task 1 – DBO Contract Termination Assistance

EXHIBIT "2"

TASK 1. DBO CONTRACT TERMINATION ASSISTANCE

Islamorada, Village of Islands (“the Village”) currently operates its wastewater facilities under the terms and conditions of the DBO contract with Reynolds Water Islamorada. The Village notified Reynolds Water Islamorada (RWI) on December 12, 2017 of its intention to terminate the DBO contract and bring the operation services of the Village’s wastewater facilities in house. Wade Trim will assist the Village during this transition period with the specified tasks identified below.

1.1 Vacuum Collection System. Wade Trim will review the building functions of each vacuum pump station and the functionality of all support systems (motor controls, VFDs, AC, fans, alarms, electrical panels, etc.). Inframark Operations staff assistance will be required for each facility review conducted by Wade Trim staff. Wade Trim will also review the VPS maintenance records for pumps, motors and other equipment. Inframark O&M records and discussions with operations staff will be used to identify any persistent problems in each vacuum collection system and evaluated to determine if the issues are design related or customer caused issues.

1.2 Booster & Transfer Pump Stations. Wade Trim will witness booster pump and transfer pump systems cycle and review the functionality of all support systems (motor controls, VFDs, emergency generator, AC, fans, electrical panels, flowmeters, salinity meters, biofilters, slide gates, SCADA systems and communications with KLWTD). Inframark Operations staff assistance will be required for each facility review when conducted by Wade Trim staff. Wade Trim will review the booster pump and auxiliary equipment maintenance records to determine if equipment has been maintained in accordance with the manufacturer’s O&M requirements. A field audit of the Conveyance Force Main air release valves (ARVs) will be conducted from the LMK Vacuum Pump Station to the Key Largo Wastewater Treatment Plant (KLWTD). Randomly selected ARVs and valves will be evaluated for consistency with Inframark’s quarterly inspection requirements.

SCHEULE

The following deliverables associated with the work effort for this task order include the following:

- Onsite Facilities Review: February 26 – March 1, 2018
- Facilities Evaluation Report: March 6, 2018

COMPENSATION

The VILLAGE agrees to pay Wade Trim as compensation for performance of all services described in Exhibit “2” at Consultant’s Hourly Rates up to a Maximum Amount not to Exceed **\$22,500.00**. Reimbursable and travel expenses shall be reimbursed by the Village pursuant to Wade Trim’s Continuing Services Agreement. Costs per task effort are provided in the table below with details provided in the attached Cost Summary Table (see Attachment 1).

Table 1. DBO Contract Termination Assistance Compensation Summary

Task Effort	Estimated Labor Costs
1.1 – Vacuum Collection System	\$9,400.00
1.2 – Booster & Transfer Pump Stations	\$9,400.00
Expenses	\$3,700.00
Total Estimated Costs	\$22,500.00