WHEREAS, Islamorada, Village of Islands (the “Village”) entered into a Continuing Services Agreement (the “Agreement”) with Wade Trim, Inc. (“Wade Trim”) for engineering services on January 22, 2015; and

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

WHEREAS, Wade Trim, Inc. provided the Village with Owner’s Representative services, as well as Design and Construction Management and oversight services in connection with the Project; and

WHEREAS, the Project has reached a point of substantial completion and further engineering services are required for Owner’s Representative services, construction phase services, permitting and connection assistance, and operations assistance: and
WHEREAS, the Village and Wade Trim. desire to enter into Work Authorization No. 1 (the “Work Authorization”) to the Agreement, to provide the aforementioned services; and

WHEREAS, the Village Council of Islamorada, Village of Islands 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 approves Work Authorization No. 1 between Wade Trim and the Village to provide engineering services, 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 her 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.

PASSED AND ADOPTED this 14th day of January, 2016.

Motion to adopt by Councilman Mike Forster, second by Councilman Chris Sante.

FINAL VOTE AT ADOPTION
Mayor Deb Gillis YES
Vice Mayor Jim Mooney YES
Councilman Mike Forster YES
Councilman Chris Sante YES
Councilman Dennis Ward YES

DEB GILLIS, MAYOR

ATTEST:

KELLY TOOTH, VILLAGE CLERK

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

ROGER V. BRYAN, VILLAGE ATTORNEY
PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

WADE TRIM, INC.

for

Work Authorization No. 1

GENERAL ENGINEERING SERVICES TO PROVIDE OWNER’S REPRESENTATIVE SERVICES, PERMITTING AND CONNECTION ASSISTANCE SERVICES, CONSTRUCTION PHASE SERVICES, AND OPERATIONS ASSISTANCE TO ASSIST IN THE DESIGN-BUILD-OPERATE PROJECT
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, Permitting and Connection Assistance Services, Construction Phase Services, and Operations Assistance to Assist in the Design-Build-Operate Project

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”.

2
SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence as of January 1, 2016 and shall continue in full force and effect through September 30, 2016, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager, in her 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 $436,300.00, FOR THE 2015-2016 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 **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 in accordance with the Payment Schedule set forth in Exhibit “3”, to this Project Agreement for Fiscal Year 2015-2016. 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 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:

Kelly Toth, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: Maria Aguilar
Maria Aguilar, Village Manager

Date: 1/21/2016

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

Roget V. Bryan, Village Attorney

ATTEST:

Sue O. Getz
Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Cynthia Gonzalez
Print Name: Cynthia Gonzalez

Crystal Squires
Print Name: Crystal Squires
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 the a Design-Build-Operate (DBO) Firm Reynolds Water Islamorada (COMPANY) to perform the design, build and operate of the wastewater system. Since 2014, Islamorada, Village of Islands (VILLAGE) has used the services of the DBO firm to perform all services required to bring a fully functional wastewater system into operation. Wade Trim, Inc. has since functioned as Owner’s Representative and Construction Manager (OWNER’S REP), and acted as the VILLAGE’S agent with regard to all aspects of this scope of services. The DBO is currently delivering the work associated with the design-build portion of the wastewater system.

The OWNER’S REP will continue to serve as the focal point of contact with the DBO firm. The OWNER’S REP will report directly to the VILLAGE’S Wastewater Program Manager and/or Village Manager, and such other persons as directed by the Village Manager. The OWNER’S REP duties to assist the VILLAGE during the completion of the design-build work and to assist the VILLAGE with the operations oversight of the DBO firm during the operations phase of the project are broken down into the following four (4) tasks:

Task 1 – Owner’s Representative Services
Task 2 – Permitting and Connection Assistance Services
Task 3 – Construction Phase Services
Task 4 – Operations Assistance
EXHIBIT "2"

Scope of Services and Project Schedule

TASK 1 – OWNER’S REPRESENTATIVE SERVICES

Task 1.1 – Full Owner’s Representative Coordination Services with COMPANY Scope of Services: The OWNER’S REP shall serve as the primary point of contact for the execution of the COMPANY’s work activities. Under this Work Authorization, the OWNER’S REP will perform the services described in the COMPANY’S agreement as OWNER’S REP services, and verify the COMPANY provides all the services the COMPANY is required to provide in the COMPANY’S agreement with the VILLAGE. All work activities by the COMPANY will be coordinated by the OWNER’S REP and will adhere to the DBO Contract between the VILLAGE and the COMPANY.

Deliverables
- Oversee and manage the COMPANY’S execution of the DBO Contract.
- Correspondence as required throughout the Project with VILLAGE, COMPANY, Permitting Agencies, Key Largo Wastewater Treatment District (KLWTD), other Public Agencies, and any other parties.
- Consult with and advise VILLAGE on all aspects of the Project.

Schedule
- Ongoing throughout Project.

Task 1.2 – Progress Payment Requests: OWNER’S REP will receive and review monthly payment requests submitted by the COMPANY to ascertain accuracy and prepare payment requests in accordance with VILLAGE procedures.

Deliverables
- Receive and review COMPANY monthly Requests for Payment.
- Verify that all required supporting documentation is submitted with COMPANY’S Request for Payment.

Schedule
- Ongoing throughout Project.
**Task 1.3 – Requests for Changes to Design/Build Price and/or Schedule:** OWNER’S REP shall receive, log and evaluate all requests for Project cost and/or schedule changes, and claims if applicable, from the COMPANY. OWNER’S REP will evaluate the merit of the change as well as the impact of the potential change in terms of Project cost and the schedule, as acceptable to the VILLAGE. Such evaluation of the change shall constitute a representation by OWNER’S REP to VILLAGE, based on inspections and evaluations of the work.

Deliverables - Perform merit evaluation of change requests.
- Perform independent review of request for cost adjustment and/or contract time extension.
- Prepare and distribute Project correspondence.
- Prepare all documentation relative to the change order.

Schedule - Ongoing throughout Project.

**Task 1.4 – Document Control and Administration:** OWNER’S REP will maintain all Project documentation for the duration of the Project. All documentation will be processed efficiently and stored for easy retrieval in an established document control system.

Upon completion of the construction phase of the Project, all Project related files will be transferred by the OWNER’S REP to the VILLAGE for archive storage.

Deliverable - Centralized document control system.
- Turnover of all project documentation to Village at the conclusion of the Project

Schedule - Ongoing throughout Project.

**TASK 2 – PERMITTING AND CONNECTION ASSISTANCE SERVICES**

**Task 2.1 – Permitting Assistance:** The OWNER’S REP will assist the VILLAGE’S efforts toward reviewing, processing, and approving residential and commercial permit applications to connect to the VILLAGE’S wastewater system. Such permitting assistance will include
receiving, logging, and tracking permit application submittals, reviewing permit applications for completeness and technical accuracy, corresponding with property owners and their engineers, and to coordinate reviews with the Key Largo Wastewater Treatment District (KLWTD) and other applicable regulatory agencies.

Deliverables - Receive, log in and track all residential and commercial permit applications.
- Review comments determining technical accuracy of permit applications.
- Ensure that agency Requests for Information are responded to in a timely fashion.

Schedule - Ongoing throughout Project.

**Task 2.2 – Village Property Connection Assistance:**
Provide technical assistance to connect VILLAGE owned properties to the VILLAGE’S wastewater system including project scope of work, sketches, etc. Assistance will include assistance in procuring plumbers and overseeing plumbing designs to properly connect VILLAGE properties.

Deliverables - Applicable design drawings and permit applications to connect VILLAGE owned properties to the VILLAGE’S wastewater system.

Schedule - Ongoing throughout Project.

**TASK 3 – CONSTRUCTION PHASE SERVICES**

**Task 3.1 – Manage Construction Progress:** OWNER’S REP will meet monthly with COMPANY and applicable VILLAGE representatives. The purpose of these meetings shall be to review the status of the following:
- Construction Progress including punchlist, paving, and grinder pump installation
- Shop Drawing Submittals Status
- Financial Status (Contract Value and Payment)
Provide Resident Construction Inspection representation on Project, as deemed necessary.

**Deliverables** - Receive and review COMPANY submittals, test reports, and O&M Manuals.
- Track submittal review time and provide oversight as necessary.

**Schedule** - Ongoing throughout Project.

**Task 3.2 – Processing of Submittals & RFIs:** OWNER’S REP will receive, review, and comment on each remaining submittals and RFI provided by the COMPANY. The OWNER’S REP will distribute copies of submittals to VILLAGE for their review and comment, and combine OWNER’S REP comments with VILLAGE’S comments for distribution to the COMPANY.

**Deliverables** - Receive and review COMPANY submittals, test reports, and O&M Manuals.
- Track submittal review time and provide oversight as necessary.

**Schedule** - Ongoing throughout Project.

**Task 3.3 – Resident Construction Inspection Services:** OWNER’S REP will provide Resident Construction Inspection staff to be on-site when the COMPANY is performing close-out construction activities including punchlist work, paving, and residential grinder pump installations and Plantation Key improvements such as the additional work at Coral Shores high School, Creekside, and Woods Avenue. Construction Inspection Services will also include reviewing any remaining record drawing submittals to ensure accuracy of the record drawings representing actual conditions.

**Deliverables** - Provide Resident Construction Inspection representation on Project, as deemed necessary.
As the COMPANY provides Operations Services to the wastewater system, the OWNER’S REP will assist the VILLAGE in overseeing the COMPANY’S Operations Services by:

a) Performing an audit of the COMPANY’S Operations Services to ensure the services are being delivered in accordance with the DBO Contract Documents.

b) Receive and review Operations Period Plan Components submittals in accordance with the DBO Agreement Appendix 9.

Task 3.4 – Project Closeout:

Upon notification from COMPANY that all remaining “punch list” items have been resolved, the OWNER’S REP, in conjunction with appropriate VILLAGE staff, shall perform a final review of the finished Project. Based on successful completion of all outstanding work items by COMPANY, OWNER’S REP shall assist the VILLAGE in closing out the design-build portion of the DBO Contract. This will include, but not limited to, providing recommendations concerning acceptance of the Project and preparing / collecting necessary documentation, including but not limited to, warranties, lien waivers, COMPANY’S final affidavit, close-out change orders, and processing of the final payment application.

Deliverables
- Prepare and verify that punch lists are completed.
- Certify Project completion to appropriate agencies.

Schedule
- Ongoing throughout Project.

TASK 4 – OPERATIONS ASSISTANCE

Task 4.1 – Operations Assistance Services:

As the COMPANY provides Operations Services to the wastewater system, the OWNER’S REP will assist the VILLAGE in overseeing the COMPANY’S Operations Services by:

a) Performing an audit of the COMPANY’S Operations Services to ensure the services are being delivered in accordance with the DBO Contract Documents.

b) Receive and review Operations Period Plan Components submittals in accordance with the DBO Agreement Appendix 9.
c) Review Work Authorizations submitted by the COMPANY to the VILLAGE for maintenance and repair work requested by the COMPANY.

d) Review and inspect maintenance and repair work completed by the COMPANY.

e) Review the Renewal and Replacement Schedule submitted by the COMPANY for accuracy and appropriateness.

f) Review and inspect Renewal and Replacement Work completed by the COMPANY.

g) Attend monthly Operation and Maintenance Meetings with the COMPANY and VILLAGE staff.

h) Assist with warranty work follow-up if required.

Deliverables
- Submit an audit of the COMPANY’S Operations Services.
- Provide opinion of need and cost of submitted Work Authorizations by COMPANY.
- Submit comments on Renewal and Replacement Schedule.

Schedule
- Ongoing throughout Project.
EXHIBIT “3”

2015-2016 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 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 described Tasks and shall be based on the Billing Rate Schedule consistent with the current Continuing Services Agreement.