WHEREAS, on January 22, 2015, Islamorada, Village of Islands (the “Village”) approved a Continuing Services Agreement (the “Agreement”) with Wade Trim, Inc. ("Wade Trim") for general engineering services related to the Village’s central wastewater project (the “Project”); and

WHEREAS, under the Agreement, Wade Trim provides the Village with Owner's Representative services, as well as Design and Construction Management oversight services in connection with the Project; and

WHEREAS, pursuant to the Agreement, the Village and Wade Trim, entered into Work Authorization No. 1 (the "Work Authorization") to provide the aforementioned services; and

WHEREAS, the Village has prepared a First Amendment (the “Amendment”) to Work Authorization No. 1 to provide for an increase in the authorized fee; and

WHEREAS, the Amendment will increase the compensation to Wade Trim from the approved Work Authorization No. 1 for performing additional services; and
WHEREAS, the Village Council of Islamorada, Village of Islands finds that approval of the First Amendment to 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 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 First Amendment. The Village Council hereby approves the First Amendment to Work Authorization No. 1 between Wade Trim and the Village, 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 First Amendment.

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 First Amendment to Work Authorization No. 1.

Section 5. Execution of First Amendment. The Village Manager is authorized to execute the Amendment on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the First Amendment, and to execute any extensions and/or further amendments to the Amendment, 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 ON THIS 9TH DAY OF JUNE, 2016.

Motion to adopt by Councilman Chris Sante, second by Vice Mayor Jim Mooney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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 TOTI, VILLAGE CLERK
Leanne Williams, Deputy Village Clerk
APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN, VILLAGE ATTORNEY
FIRST AMENDMENT TO
WORK AUTHORIZATION NO. 1. BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
WADE TRIM, INC.

This First Amendment to Work Authorization No. 1 (the “First Amendment”) made and entered into this 13 day of June, 2016 between Wade Trim, Inc. and Islamorada, Village of Islands.

WHEREAS, pursuant to the Agreement, the Village and Wade Trim, entered into Work Authorization No. 1 to provide the aforementioned services; and

WHEREAS, the Village has prepared a First Amendment (the “Amendment”) to Work Authorization No. 1 to provide for transition services from system design and construction to DBO Agreement close out, construction phase services, permitting and connection assistance services, and system operations assistance; and

WHEREAS, the Amendment will increase the compensation to Wade Trim from the approved Work Authorization No. 1 for performing additional services; and

WHEREAS, the parties desire to enter into this First Amendment to modify the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Sixth Amendment, the parties agree as follows:

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

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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 $579,800.00, FOR THE 2015-2016 FISCAL YEAR AS SHOWN IN EXHIBIT 3.

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

Section 3. **Effective Date.** This First Amendment shall be effective on the date first written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

Attest:  

ISLAMORADA, VILLAGE OF ISLANDS

By: Maria T. Aguilar, Village Manager

Date: 6/10/2016

Approved as to Form and Legality for the Use and Benefit of Islamorada, Village of Islands only

Roget V. Bryan, Village Attorney

WADE TRIM, INC.

By: Thomas S. Brzezinski, P.E.

Executive Vice President

Date: 6/13/16