

RESOLUTION NO. 20-11-104

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 3 WITH WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is seeking to complete Hurricane Irma related dredging within five impacted canals on Lower Matecumbe Key, and

WHEREAS, the Village has a Continuing Services Agreement ("CSA") with Wood Environment & Infrastructure Solutions, Inc. ("Wood") for Engineering Services, Canal Restoration Projects and Environmental Permitting and Support which terminates on September 14, 2021; and

WHEREAS, pursuant to the CSA, a Project Agreement (Work Authorization No. 3) was issued by the Village on March 6, 2020 for support in finalizing sediment removal areas and support in procurement of a dredging contractor, in a not-to-exceed amount of \$19,444.00; and

WHEREAS, these first two tasks have been completed, and the Village needs the continued services of Wood for the third task, the necessary Construction Administration and Engineering Inspections component of the dredging project; and

WHEREAS, Wood has provided the Village with a scope of work and related not-to-exceed cost proposal of \$82,980.00 for this third task of the project; and

WHEREAS, expenditures incurred for these sediment removal services are to be submitted to the Florida Department of Environmental Protection ("FDEP") for reimbursement using Florida Keys Stewardship Act Grant funds; and

WHEREAS, the Village Council has determined that a First Amendment to the Project Agreement/Work Authorization No. 3 (Exhibit "A") to amend the Scope of Services to reflect the additional elements in the work plan, increase the not-to-exceed fee, and to extend the termination date to June 30, 2021, is in the best interests of the Village; and

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 herein by this reference.

Section 2. Approval of First Amendment. The Village Council hereby approves the First Amendment attached hereto as Exhibit "A".

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

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manger 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 amended Agreement.

Section 5. Effective date. This Resolution shall take effect immediately upon its adoption.

Motion to adopt by Councilman David Webb, seconded by Vice Mayor Pete Bacheler.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	YES
Vice Mayor Pete Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

PASSED AND ADOPTED THIS 19TH DAY OF NOVEMBER, 2020.



JOSEPH B. PINDER III, MAYOR

ATTEST:



KELLY-TOTH, 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
PROJECT AGREEMENT
Between
ISLAMORADA, VILLAGE OF ISLANDS
And
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
For
Work Authorization No. 3**

This First Amendment to Work Authorization No. 3 under a Continuing Services Agreement (the "First Amendment") is made and entered into this 1st day of December, 2020, between Islamorada, Village of Islands ("VILLAGE") and Wood Environment & Infrastructure Solutions, Inc. ("CONSULTANT").

WHEREAS, the VILLAGE and CONSULTANT entered into a Continuing Services Agreement ("CSA") for professional services for various engineering and Islamorada canal restoration projects dated September 14, 2018 for a term of three (3) years through September 13, 2021; and

WHEREAS, the VILLAGE and CONSULTANT entered into a Project Agreement (Work Authorization No. 3 under the CSA) for engineering services for canal restoration projects and environmental permitting and support services dated March 6, 2020, with a not-to-exceed amount of Nineteen Thousand Four Hundred Forty-Four Dollars (\$19,444.00) and a termination date of December 31, 2020; and

WHEREAS, the VILLAGE needs additional services from the CONSULTANT to complete the Hurricane Irma related sediment removal project; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this First Amendment to amend the Scope of Services, increase the not-to-exceed cost of Work Authorization No. 3 by Eighty Two Thousand Nine Hundred-Eighty Dollars (\$82,980.00) to a total of One Hundred Two Thousand Four Hundred Twenty-Four Dollars (\$102,424.00), and extend the termination date to June 30, 2021; and

WHEREAS, expenditures incurred for these sediment removal services are to be submitted to the Florida Department of Environmental Protection ("FDEP") for reimbursement with Florida Keys Stewardship Act Grant funds.

NOW THEREFORE, in consideration of mutual promises, covenants and contracts stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, VILLAGE and CONSULTANT hereby 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 revised "Scope of Services" attached as Exhibit "1."

1.2 The revised "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1."

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 between the VILLAGE and CONSULTANT, dated September 14, 2018, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

Section 2. Amendment to Project Agreement. The Project Agreement is amended to read as follows:

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, ~~December 31, 2020,~~ June 30, 2021 unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Not to Exceed Compensation.** VILLAGE agrees to pay CONSULTANT according to CONSULTANT'S standard rate schedule set forth in the CSA and indicated in Exhibit "1" in an amount not to exceed ~~Nineteen Thousand Four Hundred and Forty Four Dollars (\$19,444.00)~~ One Hundred Two Thousand Four Hundred Twenty-Four Dollars (\$102,424.00) as compensation for performance of all services related to the Project and this Project Agreement. It is understood that the method of compensation is that of a not-to-exceed amount which means that CONSULTANT shall perform all services set forth for total compensation no more than in the amount stated above. Said sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

(This Space is Intentionally Left Blank.)

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



Kelly Toth, Village Clerk

By: 

Maria T. Bassett, Acting Village Manager/
Finance Director

Date: 11/23/2020

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



Roget V. Bryan, Village Attorney

**WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS, INC.**


Ricardo Fraxedas (Dec 1, 2020 12:03 EST)
By: _____
Ricardo Fraxedas, Principal Engineer/
Office Manager

Date: Dec 1, 2020
