

RESOLUTION NO. 20-05-37

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING WORK AUTHORIZATION NO. 2 BETWEEN ECKLER ENGINEERING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS FOR DESIGN ENGINEERING SERVICES FOR PROJECTS AT THE NORTH PLANTATION KEY (NPK) PUMP STATION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION #2; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") entered into a Continuing Services Agreement (the "Agreement") with Eckler Engineering, Inc. ("Eckler") for architectural and engineering services on June 5, 2015; and

WHEREAS, in October 2017 and in March 2019, breaks occurred in the Village's wastewater conveyance force main ("CFM") and Eckler was engaged under Work Authorization No. 1 to perform an analysis of the cause of the breaks and to propose recommendations to address issues identified as causing the CFM breaks; and

WHEREAS, Eckler has identified pressure fluctuation issues at the North Plantation Key ("NPK") pump station and has proposed projects at the NPK pump station to address the issues in addition to projects to address other outstanding issues identified by staff at the NPK pump station; and

WHEREAS, Eckler has provided a proposal to provide design engineering services for projects at the NPK pump station in the amount of One Hundred Seventy Thousand Thirty and no/100 Dollars (\$170,030.00); and

WHEREAS, the Village and Eckler desire to enter into Work Authorization No. 2 (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 Eckler for the requested design engineering services 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. 2 between Eckler and the Village to provide design 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.

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

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS


Mayor Mike Forster	YES
Vice Mayor Ken Davis	YES
Councilwoman Deb Gillis	YES
Councilman Jim Mooney	YES
Councilman Chris Sante	YES

PASSED AND ADOPTED this 7TH day of May, 2020.



MIKE FORSTER, 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

ECKLER ENGINEERING, INC.

For

Work Authorization No. 2

**To Provide Design Engineering Services and
Construction Engineering Services for
Projects at the North Plantation Key (NPK) Pump Station**

Pursuant to the provisions contained in the "Non-Exclusive Continuing Services Agreement" between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the "VILLAGE") and ECKLER ENGINEERING, INC., ("CONSULTANT") dated June 5, 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(s) as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for the Project(s) 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 an amendment to this Project Agreement 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" shown in Exhibit "1".

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence as of January 26, 2020 and shall continue in full force and effect through September 30, 2021, 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 "3". 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 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum 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 \$170,030.00.

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 Lump Sum Compensation; Periodic Payments. 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 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.

ATTEST:

Kelly D Toth
Kelly Toth, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: Maria J Bassett
for Seth Lawless, Village Manager
Date: 6/1/2020

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

[Signature]
Roger V. Bryan, Village Attorney

ATTEST:

Douglas K. Hamann
Secretary

Print Name: Douglas K. Hammann

ECKLER ENGINEERING, INC.

By: Douglas K. Hamann

Print Name: Douglas K. Hammann

Title: President

Date: June 1, 2020

WITNESS:

Linda C Fracasso
Print Name: Linda C. Fracasso

[Signature]
Print Name: Bryant J. Facey



December 23, 2019
290-000.BD

Mr. Seth Lawless
Village Manager
Village of Islamorada
86800 Overseas Highway, Third Floor
Islamorada, FL 33036

seth.lawless@islamorada.fl.us

Dear Mr. Lawless:

Reference: Proposal for Engineering Services
Design and Construction Phases for
NPK Pump Station Control Strategy Revision and TP-01 Replacement
Task Order No. 02

In accordance with the Village's request, we are pleased to submit this proposal for providing engineering services associated with the NPK Pump Station Control Strategy and TP-01 Replacement project. The work under this project will include:

1. The preparation of drawings and specifications for the revisions.
2. Preparation of preliminary and final probable opinions of construction cost based on the drawings and specifications.
3. Preparation of the software modifications required to implement the proposed revised pump control strategy.
4. Regulatory permitting assistance.
5. Assistance during the bidding and contract award.
6. Traditional and special engineering services during construction.

The proposed scope of work for this project is attached as Task Order No. 02. Our proposed lump sum fee for design, permitting, and bidding/contract award services is \$ 84,278.00. Our proposed not-to-exceed estimate for engineering services during construction is \$ 61,545.00. A breakdown of the fee calculations is attached at the end of Task Order No. 02.

If this Task Order meets with your approval, please provide us the necessary Village of Islamorada purchase order so that we may proceed with this project.

Eckler Engineering looks forward to the opportunity of continuing to provide professional engineering services to the Village of Islamorada on this important wastewater transmission project.

Mr. Seth Lawless
December 23, 2019
Page 2

If you have any questions or require additional information pertaining to this Task Order or the project in general, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Douglas K. Hammann", with a long horizontal flourish extending to the right.

Douglas K. Hammann, P.E.

Encl.

**SCOPE OF SERVICES
DESIGN AND CONSTRUCTION PHASES FOR
NPK PUMP STATION CONTROL STRATEGY REVISION AND TP-01 REPLACEMENT
TASK ORDER NUMBER 02**

INTRODUCTION

The Village of Islamorada (VILLAGE) has requested that the pump control strategy revision at the North Plantation Key pump station be implemented in accordance with the Conveyance Force Main (CFM) Evaluation/Recommendations prepared by Eckler Engineering, Inc., September 12, 2019. The general modifications to be completed are revision of the existing lead-lag-off, two pump control strategy based on wet well levels to a lead-follow, three pump variable speed pump control strategy. In accordance with the above referenced Technical Memorandum, Eckler Engineering's scope of service for engineering design and construction services for the control strategy modifications will address the following:

- A. Discontinuation of the current pump control strategy.
- B. Incorporation of the proposed lead-follow, three pump variable speed control strategy.
- C. Removal and replacement of Transfer Pump No. 1 (TP-01).
- D. Addition of septage receiving facility for use by Islamorada staff (not intended for monitored general public usage).

The preliminary Task Order Opinion of Probable Construction Cost for the above referenced improvements is \$500,000 (this figure is a budget opinion and cannot be warranted due to market and construction cost escalation conditions).

This proposal consists of the design of the improvements, including preparation of detailed plans and specifications followed by bidding/contract award assistance and engineering services during construction.

The tasks associated with each of these services are presented below:

PROJECT DESIGN SERVICES

Task D1 - Project Administration/Management

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

Task D2 - Data Evaluation and Preliminary Information

This task focuses on obtaining the necessary preliminary information required to prepare detailed engineering plans and specifications.

- A. Re-visit the site and review pertinent features that may impact design and/or construction.

- B. Meet with appropriate VILLAGE staff to discuss the final project requirements.
- C. Coordination of subconsultant requirements for Electrical Engineering services.
- D. Coordination of subconsultant requirements for Instrumentation and Control, SCADA System programming modifications.

Task D3 - Preliminary Design Report

This task not required.

Task D4 - Drawings and Engineering

This task consists of the engineering and the development of plans necessary to construct this project.

- A. A tentative list of final design drawings to be developed for this project is presented in Table 1. Drawings will be prepared using drafting standards and standard details as developed by Eckler Engineering.

Task D5 - Specification Preparation

- A. Prepare VILLAGE Standard EJCDC Contract Forms, Bidding Documents and Contract Conditions required for this project.
- B. Prepare technical specifications required for this project in Division 1 through Division 16. These specifications, utilizing the CSI format, will be prepared and will consist of written technical descriptions of standards and workmanship required for materials, equipment, and construction systems. A tentative list of specification sections to be prepared for this project is presented in Table 2.

Task D6 - Permit Preparation Assistance

This task consists of preparing the following permit application submittals:

- A. No regulatory permits are anticipated for the control system and pump replacement modifications.. Work required does not require permit per FAC 62-604.600(2)(f). Notification to the Department per Rule will be provided where applicable.
- B. Permit modification will be required for the septage receiving facility addition, from the FDEP.

Any additional permits required beyond the above will be considered as outside the scope of this proposal.

Task D7 - Prepare Opinions of Probable Construction Cost

Preparation of 100% and Final opinions of probable construction cost for new facilities and improvements proposed under this project.

Task D8 - Bidding Assistance Services

This task shall include work necessary to assist VILLAGE with the bidding of this project. This work may include the following:

- A. Assist with the coordination of the bidding documents and the advertisement for bid, respond to communications from bidders, and prepare addenda information as required.
- B. Attend the pre-bid meeting, prepare minutes and distribute to registered plan holders.
- C. Attend the bid opening and tabulate the bids submitted by interested contractors.

Task D9 - Bid Evaluation and Recommendation of Award Assistance

This task consists of the reviewing and evaluating bids and providing a written recommendation of a bidder for award of contract to VILLAGE.

Task D10 - Submit and Review (Quality Control)

The ENGINEER will make the following submittals at various completion levels of this project for the purpose of VILLAGE's review and comment for coordination and quality control. A review meeting will be requested following each submittal to discuss and receive comments from VILLAGE. The VILLAGE's comments shall be incorporated into revisions prior to the next subsequent quality control submittal. Quality control submittals for this project are anticipated at the following completion levels:

- A. 100% Drawings and Specifications.

The ENGINEER will incorporate the agreed-upon revisions made by VILLAGE.

A total of one (1) meeting(s) with VILLAGE is the level of effort for this Task. Meeting shall be remote teleconference.

ENGINEERING SERVICES DURING CONSTRUCTION

The ENGINEER shall provide general engineering services, as defined herein, prior to contractor mobilization and during the estimated contract construction period of 210 calendar days to Substantial Completion and 240 calendar days to Final Completion. These services shall include the following:

Task C1 - Project Administration/Management

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

Task C2 - Preconstruction Activities Prior to Notice to Proceed

After issuance of a Notice of Award by VILLAGE, assist in the preparation and signing of the Contract Documents. The ENGINEER will also undertake other preconstruction activities which

include presiding over and attending the preconstruction conference meeting and assisting the Contractor in finalizing the building permits required for the construction of this project by providing the required number of signed/sealed drawing sets.

Task C3 - Consult and Advise

Provide technical advisement and assistance to VILLAGE during the construction period and provide necessary interpretations and clarifications of the Contract Documents as required by VILLAGE or Contractor by way of RFI. Five (5) individual RFI's is the basis of effort for this task.

Task C4 - Review Shop Drawings

Review Shop Drawings and samples, the results of tests and inspections, and other data submitted by the Contractor in accordance with the Contract Documents. A total of fifteen (15) submittals is the estimated level of effort basis for this item's budget.

Task C5 - Review Pay Requests and Schedules

Review monthly pay requests and make recommendations for payment to VILLAGE. Monthly pay requests will be reviewed in the field and an agreement reached between the Contractor, VILLAGE's project representative, and the ENGINEER prior to formal submittal to VILLAGE for payment. Review the Contractor's preliminary and monthly progress schedules through completion. The estimated construction time is 240 calendar days requiring four (4) to six (6) pay request reviews.

Task C6 -Perform Periodic and Milestone Inspections

Perform inspections to determine that the project has achieved Substantial Completion and readiness for Final Acceptance and that the Work has been completed in general conformance with the Contract Documents to certify completion of construction to permitting agencies. Four (4) to six (6) site visits are anticipated.

Task C7 - Progress Meetings

This task not applicable.

Task C8 - Contract Modifications

Develop the necessary data, notes, and clarification drawings required to prepare contract modifications to reflect adjustments to the construction project. One (1) contract modification incorporating a total of four items, is the level of effort basis for this budget item. The contract modification is anticipated to be the final reconciliation contract modification prepared at the end of the project.

Task C9 - Project Closeout

Review the Contractor's record drawing information which shows the work as it was constructed. Prepare for VILLAGE a set of reproducible record drawings and prints showing those changes made during the construction process based upon information provided by the Contractor.

1. ENGINEER shall prepare record drawings based on Contractor's field data.

2. ENGINEER shall submit record documents to VILLAGE.
3. Attend the final project reconciliation meetings with VILLAGE and the Contractor.

Task C10 - Regulatory Agency Documentation and Project Closeout Submittals

Project services in connection with preparing acknowledgment for Final Completion of construction with application package and record drawings to the following agencies:

- A. Preparation and submittal of permit certification/closeout documentation to the FDEP.

Task C11 - Special Services

- A. This task not applicable.

DATA OR ASSISTANCE TO BE PROVIDED BY VILLAGE

- A. Provide copies of existing record drawings for all facilities impacted in the project area.
- B. Copy of existing PLC ladder logic drawings.
- C. Copy of editable existing PLC program.
- D. Copy of editable existing SCADA program.
- E. Existing project site record drawings in AutoCad format.
- F. Attendance at project meetings.
- G. Provide general project review, where required.

TIME OF COMPLETION

Table 3 shows the preliminary project schedule based on days from receipt of the Notice of Commencement.

PROJECT DELIVERABLES

Project deliverables shall be in accordance with Table 4.

PAYMENT AND COMPENSATION

As consideration for providing the services enumerated, the VILLAGE shall pay the ENGINEER fees as described below:

1. Design Phase Services

For the services enumerated in Tasks D1 through D10, the lump sum fee of
\$ 84,278.00.

2. Engineering Services During Construction

For the services enumerated in Tasks C1 through C11, the estimated not-to-exceed fee of **\$ 61,445.00**.

Engineering services during construction phase will be billed on an hourly rate plus direct expenses in accordance with the attached scope of work breakdown. Eckler Engineering will submit monthly invoices payable by person, hours worked, and hourly rates, plus direct expenses for these engineering services. Any unused portion of this estimated not-to-exceed fee will not be billed to the VILLAGE.

The above fees have been determined in accordance with the scope of work breakdowns attached as Tables 5 and 6.

This proposal does not include the provision of the following items:

- Any expert witness or testimony services.
- Services not specifically indicated in this Task Order.

ALTERNATE ITEMS OF WORK

Below are alternate work task items that may become necessary for the proper execution of the work. These items are not included in the above indicated fees and will not be incorporated without approval of the Village of Islamorada.

Alternate Task A1 – Additional Programming Labor

Should the above requested existing programming not be available (see Data and Assistance to be provided by Village, above) for the proposed modifications, then additional labor will be required to complete the programming of the proposed new pump control strategy. Cost for additional programming labor is \$12,000.00.

Alternate Task A2 – Generator Replacement

Should the above requested replacement of Transfer Pump No. 1 (TP-01) require the existing emergency generator to be upsized, then additional engineering scope and labor will be required. Cost for additional engineering services for a new emergency standby generator with base fuel tank is \$ 28,790.00.

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TABLE 1
DESIGN AND CONSTRUCTION PHASES FOR
NPK PUMP STATION CONTROL STRATEGY REVISION AND TP-01 REPLACEMENT
TASK ORDER NUMBER 02
TENTATIVE LIST OF DRAWINGS

<u>Drawing Sheet No.</u>	<u>Title</u>
General	
	Cover Sheet
G-1	Project Location Map and Index to Drawings
G-2,3	General Notes and Abbreviations; Mechanical Legends and Symbols
G-4, 5	Process and Instrumentation Legends
Mechanical	
M-1	Piping Schedule and General Mechanical Notes
M-2	Overall Mechanical Site Plan
M-3	Temporary Bypass Pumping Plan
M-4	Partial Mechanical Demolition Plan and Details
M-5	Replacement Pump Plan and Details
M-6	Septage Receiving Facility Plan and Details
M-7	Miscellaneous Mechanical Details
MD-1, 2	Standard Details - Mechanical
Instrumentation	
I-1	P&ID Modifications
I-2,3	Repump Station Control Panel Modifications
ID-1	Instrumentation and Controls Standard Details
Electrical	
E-1	Electrical Notes, Symbols and Abbreviations
E-2	Electrical Site Plan
E-3	Single Line diagram
E-4	Equipment Front Views
E-5	Elementary Diagrams
E-6	Control Interface Riser Diagram
E-7	Operations Building Electrical Plan
E-8	NPK Transfer Pump Station Electrical Plans
E-9	Septage Receiving Facility Electrical Plan
ED-1,2	Standard Details - Electrical

TABLE 2
DESIGN AND CONSTRUCTION PHASES FOR
NPK PUMP STATION CONTROL STRATEGY REVISION AND TP-01 REPLACEMENT
TASK ORDER NUMBER 02

TENTATIVE LIST OF SPECIFICATIONS

<u>SECTION NO</u>	<u>TITLE</u>
PART 1	BIDDING REQUIREMENTS
	VILLAGE Standard Front-End Documents
PART 2	CONTRACT FORMS
	VILLAGE Standard Front-End Documents
PART 3	CONTRACT CONDITIONS
	VILLAGE Standard Front-End Documents
PART 4	SPECIFICATIONS
	Division 1 - General Requirements
01005	General Requirements
01010	Summary of Work
01200	Project Meetings
01300	Submittals
01500	Construction Facilities and Temporary Controls
01510	Temporary Sanitary Bypass Pumping Systems
01700	Contract Closeout
01720	Project Record Documents
01730	Operation and Maintenance Data
01740	Warranties and Bonds
	Division 2 - Sitework
02072	Demolition
02500	Restoration and Cleanup
	Division 3 – Concrete
03300	Concrete
03600	Grout
	Division 4 – Not Used
	Division 5 – Metals

05500 Fabricated Metalwork and Castings

Division 6 – 8 – Not Used

Division 9 – Protective Coatings

09900 Protective Coatings

Division 10 – Not Used

Division 11 – Equipment

11310 Submersible Pump Stations – General
11310-1 Submersible Pump Stations – Specific
11XXX Septage Receiving Equipment Package

Division 12 - Not Used

Division 13 - Special Construction

13700 Process Instrumentation and Controls
13711 Existing SCADA System Modification
13725 Loop Functions/Programming Strategies/Protocol
13759 Modifications to Existing Control Panels

Division 14 - Not Used

Division 15 – Mechanical

15005 Ductile Iron Pipe (Wastewater)
15100 Manually Operated Valves

Division 16 - Electrical

16000 Electrical - General Provisions
16001 Electrical Demolition
16015 Electrical System Analysis
16050 Basic Materials and Methods
16108 Miscellaneous Equipment
16110 Raceways and Fittings
16120 Wires and Cables
16370 Variable Frequency Drives
16402 Underground System
16450 Grounding System
16950 Electrical testing

PART 5 APPENDICES

TBD

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**TABLE 3
DESIGN AND CONSTRUCTION PHASES FOR
NPK PUMP STATION CONTROL STRATEGY REVISION AND TP-01 REPLACEMENT
TASK ORDER NUMBER 02**

PRELIMINARY PROJECT SCHEDULE

<u>Activity</u>	<u>Duration (Days)</u>	<u>Cumulative Time (Days)</u>
Authorization to Proceed	0	0
Submit Plans and Specifications (100% Submittal)	90	90
Receive VILLAGE Review Comments	14	104
Submit Plans and Specifications (Final Submittal)	30	134
Permitting	45	163
Bidding Coordination	7	170
Bidding and Award/Procurement	60	230
Construction (Final Completion)	240	470
Project Closeout	14	484

Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dates.

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TABLE 4
DESIGN AND CONSTRUCTION PHASES FOR
NPK PUMP STATION CONTROL STRATEGY REVISION AND TP-01 REPLACEMENT
TASK ORDER NUMBER 02

LIST OF PROJECT DELIVERABLES

DESIGN PHASE

- A. 100% Design Submittal
 - ▶ One (1) set of 11" x 17" Drawings, 100% complete.
 - ▶ One (1) set of Specifications, 100% complete.
 - ▶ 100% Completion Estimate of Probable Construction Cost.
- B. Final Design Submittal
 - ▶ One (1) set of 11" x 17" Drawings, Final complete.
 - ▶ One (1) set of Specifications, Final complete.
 - ▶ Final Completion Estimate of Probable Construction Cost.
- C. Permit Application/Final Design Submittal
 - ▶ Three (3) sets of Signed/Sealed drawings.
 - ▶ Signed/Sealed FDEP application forms.
- D. Bidding Coordination Submittal
 - ▶ One (1) set of 11" x 17" Drawings (Final).
 - ▶ One (1) set of Specifications (Final).
 - ▶ One (1) Final Completion Estimate of Probable Construction Cost.

BIDDING SERVICES

- A. Pre-Bid
 - ▶ Pre-bid Meeting Minutes.
 - ▶ Addenda, as required to the VILLAGE and/or Contractors.
- B. Post Bid
 - ▶ Bid Tabulation.
 - ▶ Recommendation of Award Letter.

- Contractor Notice of Tentative Award.

CONSTRUCTION PHASE

A. Pre-Construction

- Three (3) sets of 11" x 17" drawings and specifications for Contractor's use during construction.
- Three (3) sets of drawings (11" x 17") and specifications for VILLAGE's use during construction.
- Pre-construction conference meeting agenda and minutes.

B. Shop Drawings

- Copies of accepted and final shop drawings.

C. Construction Inspection

- Site visit reports will be provided for each site visit in accordance with Task C6 of this Task Order.

D. Progress Meetings

- N/A

E. Contract Modifications

- Four (4) copies of all completed contract modifications.

F. Pay Requests

- Copies of reviewed and accepted partial and final pay request applications.

G. Record Drawings and Project Closeout

- One (1) full size signed and sealed set of record drawings, one (1) full size set of record drawings and one (1) copy of AutoCad (current release used by ENGINEER) drawing files on disc for use by VILLAGE.
- FDEP permit closeout submittal package including signed/sealed record drawings.

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VILLAGE OF ISLAMORADA

NPK PUMP STATION CONTROL STRATEGY REVISION AND TP-01 REPLACEMENT TASK ORDER NO. 02 TABLE 5

DATE: December 23, 2019

I. DESIGN PHASE

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 2	Technician 4	Technician 3	Technician 2	Resident	Administrative	
D1	Project Administration / Management	0	8									15	\$2,892.00
D2	Data Gathering and Preliminary Coordination		16									8	\$3,936.00
D3	Not Used												\$0.00
D4	Drawings and Engineering		24			33		60	94			0	\$22,923.00
D5	Specification Preparation		7			0						7	\$2,016.00
D6	Permit preparation Assistance		3			12			2			4	\$2,316.00
D7	Prepare Opinions of Probable Construction Cost		2			8							\$1,200.00
D8	Bidding Assistance Services		23									7	\$5,280.00
D9	Bid Evaluation and Recommendation of Award		4				8					4	\$1,832.00
D10	Submit and Review (Quality Control)		4			0						1	\$900.00
D11	Not Used												\$0.00
D12	Not Used												\$0.00
Total Hours		0	91	0	0	53	8	60	96	0	0	46	
Rate		\$225.00	\$204.00	\$132.00	\$126.00	\$99.00	\$85.00	\$105.00	\$90.00	\$78.00	\$108.00	\$84.00	
Sub-Total Labor		\$0.00	\$18,564.00	\$0.00	\$0.00	\$5,247.00	\$680.00	\$6,300.00	\$8,640.00	\$0.00	\$0.00	\$3,864.00	
TOTAL DESIGN PHASE LABOR												\$43,295.00	\$43,295.00

II. REIMBURSABLE EXPENSES DESIGN PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	NO. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size drawings (11"x17")	EA	4	\$14.50	\$58.00
	Full Size drawings (22"x34")	EA	3	\$33.64	\$100.92
	Specification Booklets	EA	0	\$17.50	\$0.00
	Prepare CD's (Bid Documents)	EA	10	\$10.00	\$100.00
2	PHOTOCOPIES	EA	100	\$0.20	\$20.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	29	\$3.00	\$87.00
	11 X 17 (SET UP)	EA	29	\$3.00	\$87.00
4	TRAVEL				
	MILEAGE	MILE	600	\$0.585	\$351.00
	TOLLS	EA	3	\$3.30	\$9.90
5	SUBCONSULTANTS				
	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	1	\$19,048.70	\$19,048.70
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	I & C PROGRAMMER	LS	1	\$21,120.00	\$21,120.00
	PERMIT FEES	LS	0	\$0.00	\$0.00
	SOFT DIGS	LS	0	\$0.00	\$0.00
TOTAL DESIGN PHASE EXPENSES					\$40,982.52

GRAND TOTAL **\$84,277.52**

USE **\$84,278.00**

VILLAGE OF ISLAMORADA

NPK PUMP STATION CONTROL STRATEGY REVISION AND TP-01 REPLACEMENT TASK ORDER NO. 02 TABLE 6

I. ENGINEERING SERVICES DURING CONSTRUCTION

DATE: December 23, 2019

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 2	Technician 4	Technician 3	Technician 2	Resident	Administrative	
C1	Project Administration/Management		8									8	\$2,304.00
C2	Preconstruction Activities Prior to Notice to Proceed		10		8					2		2	\$3,372.00
C3	Consult and Advise		5		10					10		2.5	\$3,270.00
C4	Review Shop Drawings		7.5		30							7.5	\$5,940.00
C5	Review Pay Requests and Schedules		1.5		48							3	\$6,606.00
C6	Perform Periodic and Milestone Inspections		96		24							4	\$22,944.00
C7	Not Used		0		0							0	\$0.00
C8	Contract Modifications		1		2				2			2	\$804.00
C9	Project Closeout		2		8				15			2	\$2,934.00
C10	Regulatory Agency Documentation and Project Closeout Submittals		2		4					2		2	\$1,236.00
C11	Special Services										0	0	\$0.00
C12	Not Used												\$0.00
Total Hours		0	133	0	134	0	0	0	17	14	0	33	
Rate		\$225.00	\$204.00	\$132.00	\$126.00	\$99.00	\$85.00	\$105.00	\$90.00	\$78.00	\$108.00	\$84.00	
Sub-Total Labor		\$0.00	\$27,132.00	\$0.00	\$16,884.00	\$0.00	\$0.00	\$0.00	\$1,530.00	\$1,092.00	\$0.00	\$2,772.00	
TOTAL LABOR												\$49,410.00	\$49,410.00

II. REIMBURSABLE EXPENSES

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	0	\$14.50	\$0.00
	Full Size Drawings (22" x 34")	EA	0	\$33.64	\$0.00
	Specification Booklets	EA	0	\$17.50	\$0.00
	Record Document CD's	EA	0	\$10.00	\$0.00
2	PHOTOCOPIES	EA	0	\$0.25	\$0.00
	PLOTTING				
3	22 X 34 (SET UP)	EA	29	\$15.00	\$435.00
	11 X 17 (SET UP)	EA	29	\$3.00	\$87.00
	TRAVEL				
4	MILEAGE	MILE	1,400	\$0.585	\$819.00
	TOLLS	EA	7	\$3.30	\$23.10
	SUBCONSULTANTS				
5	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	1	\$10,771.20	\$10,771.20
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	ARCHITECTURAL	LS	0	\$0.00	\$0.00
	I & C PROGRAMMER	LS	0	\$0.00	\$0.00
TOTAL EXPENSES					\$12,135.30

GRAND TOTAL	\$61,545.30
USE	\$61,545.00



March 5, 2020
290-002.01

Mr. Seth Lawless
Village Manager
Village of Islamorada
86800 Overseas Highway, Third Floor
Islamorada, FL 33036

Dear Mr. Lawless:

Reference: Engineering Scope Revision No. 1
NPK Pump Station Control Strategy Revision and TP-01 Replacement
Task Order No. 02

Attached is Engineering Scope Revision No. 1 for the above referenced project. This engineering scope revision covers additional design work review during our initial project site visit of January 28, 2020.

Please review attached Engineering Scope Revision No. 1 and if this meets with your approval, please have the document executed by the appropriate Village of Islamorada personnel and have our purchase order modified to reflect approval of this revision. Following approval of this revision, the status of the above referenced task order shall be as follows:

Task Order No. 02 (Design Phase Only)

▶ Original Fee (Design Phase)	=	\$84,278.00
▶ Previous Fee Revision(s)	=	\$0.00
▶ This Revision	=	<u>\$85,752.00</u>
▶ Revised P.O. Amount	=	\$170,030.00

If you have any questions or require additional information pertaining to this Engineering Scope Revision or the project in general, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Hammann', is written over a horizontal line.

Douglas K. Hammann, P.E.

Encl.

Y:\Documents\Islamorada\290-002.01 NPK Control Strategy and TP-01 Replacement\Engineering Scope Revisions\Engineering Scope Revision Number 1\S. Lawless - Scope Revision #01.wpd

ENGINEERING SCOPE REVISION

Project:	NPK Pump Station Control Strategy Revision and TP-01 Replacement	Client:	Village of Islamorada
EEL Project No:	290-001.01	Client Project No:	TBD
		Project Contact:	Seth Lawless
Revision No:	1	Date:	March 5, 2020

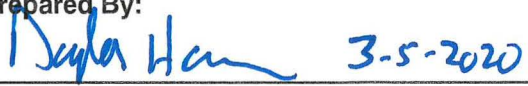

Nature of Revision:

This Engineering Scope Revision covers work required to add drawings, specifications, and permits to address additional work components reviewed during our initial site visit of January 28, 2020. Specifically, the following items shall be added:

1. Add to the project Alternate Task A2 - Generator Replacement per the original Task Order No. 02. This will include the removal and replacement of emergency standby generator with base fuel tank, manual transfer switch, and backup portable emergency generator connection.
2. Demolition of all current unused equipment and structures left over from the original AWT facility.
3. Revision of existing vacuum pump exhaust discharge piping and proposed new mulch bed.
4. Preparation of additional drawings and documentation necessary to provide Contractor direction for removal of rags and debris accumulation from the transfer pump station.
5. Design to incorporate an influent coarse screening system for removal of rags and debris prior to force main discharge to the existing transfer pump station.
6. Add emergency volume transfer pumps per the Wade Trim Memorandum of July 10, 2019. This addition will not include any automated valves, odor control or aeration system improvements.

Scope of Services:

1. Engineering services (Items 2 through 6 above) in accordance with the attached fee breakdown spreadsheet = \$ 56,962.00.
2. Alternate Task A2 - Generator Replacement from Task Order No. 02 = \$28,790.00

Original Engineering Fee:	\$ 84,278.00	Original Time:	230 Days
Previous Revision:	\$ 0.00	Previous Revision:	0 Days
This Revision:	\$ 85,752.00	This Revision:	90 Days
Revised Fee:	\$170,030.00	Revised Time:	320 Days
Prepared By:  Project Manager		Accepted By: for Client	
 Approval			

ENGINEERING SCOPE REVISION

Attachments:

- ☒ Revision Fee Breakdown
- ☒ Alternate A2 from task Order 02.
- ☐ Revised Schedule

All provisions, terms and conditions of the original Task Order and/or Purchase Order remain in full force and effect except to the extent modified herein.

VILLAGE OF ISLAMORADA

NPK PUMP STATION CONTROL STRATEGY REVISION AND TP-01 REPLACEMENT TASK ORDER NO. 02 ENGINEERING SCOPE REVISION NO. 1

DATE: March 5, 2020

I. LABOR

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 2	Technician 4	Technician 3	Technician 2	Resident	Administrative	
D1	Project Administration / Management	0	2									4	\$744.00
D2	Data Gathering and Preliminary Coordination		4									1	\$900.00
D3	Not Used												\$0.00
D4	Drawings and Engineering		24			61		64	94			0	\$26,115.00
D5	Specification Preparation		1			20						7	\$2,772.00
D6	Permit preparation Assistance		3			12			2			4	\$2,316.00
D7	Prepare Opinions of Probable Construction Cost		2			8							\$1,200.00
D8	Bidding Assistance Services		0									0	\$0.00
D9	Bid Evaluation and Recommendation of Award		0				0					4	\$336.00
D10	Submit and Review (Quality Control)		4			0						0	\$816.00
D11	Not Used												\$0.00
D12	Not Used												\$0.00
Total Hours		0	40	0	0	101	0	64	96	0	0	20	
Rate		\$225.00	\$204.00	\$132.00	\$126.00	\$99.00	\$85.00	\$105.00	\$90.00	\$78.00	\$108.00	\$84.00	
Sub-Total Labor		\$0.00	\$8,160.00	\$0.00	\$0.00	\$9,999.00	\$0.00	\$6,720.00	\$8,640.00	\$0.00	\$0.00	\$1,680.00	
TOTAL LABOR												\$35,199.00	\$35,199.00

II. REIMBURSABLE EXPENSES

EXPENSE ITEM	EXPENSE TYPE	UNIT	NO. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size drawings (11"x17")	EA	4	\$13.50	\$54.00
	Full Size drawings (22"x34")	EA	3	\$31.32	\$93.96
	Specification Booklets	EA	0	\$3.00	\$0.00
	Prepare CD's (Bid Documents)	EA	10	\$10.00	\$100.00
2	PHOTOCOPIES	EA	100	\$0.20	\$20.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	27	\$3.00	\$81.00
	11 X 17 (SET UP)	EA	27	\$3.00	\$81.00
4	TRAVEL				
	MILEAGE	MILE	200	\$0.585	\$117.00
	TOLLS	EA	1	\$3.30	\$3.30
5	SUBCONSULTANTS				
	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	1	\$17,912.40	\$17,912.40
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	I & C PROGRAMMER	LS	1	\$3,300.00	\$3,300.00
	PERMIT FEES	LS	0	\$0.00	\$0.00
TOTAL EXPENSES					\$21,762.66

GRAND TOTAL \$56,961.66

USE \$56,962.00

2. Engineering Services During Construction

For the services enumerated in Tasks C1 through C11, the estimated not-to-exceed fee of **\$ 61,445.00**.

Engineering services during construction phase will be billed on an hourly rate plus direct expenses in accordance with the attached scope of work breakdown. Eckler Engineering will submit monthly invoices payable by person, hours worked, and hourly rates, plus direct expenses for these engineering services. Any unused portion of this estimated not-to-exceed fee will not be billed to the VILLAGE.

The above fees have been determined in accordance with the scope of work breakdowns attached as Tables 5 and 6.

This proposal does not include the provision of the following items:

- Any expert witness or testimony services.
- Services not specifically indicated in this Task Order.

ALTERNATE ITEMS OF WORK

Below are alternate work task items that may become necessary for the proper execution of the work. These items are not included in the above indicated fees and will not be incorporated without approval of the Village of Islamorada.

Alternate Task A1 – Additional Programming Labor

Should the above requested existing programming not be available (see Data and Assistance to be provided by Village, above) for the proposed modifications, then additional labor will be required to complete the programming of the proposed new pump control strategy. Cost for additional programming labor is \$12,000.00.

Should the above requested replacement of Transfer Pump No. 1 (TP-01) require the existing emergency generator to be upsized, then additional engineering scope and labor will be required. Cost for additional engineering services for a new emergency standby generator with base fuel tank is \$ 28,790.00.

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January 20, 2020
290-001.00

Mr. Seth Lawless
Village Manager
Village of Islamorada
86800 Overseas Highway, Third Floor
Islamorada, FL 33036

Dear Mr. Lawless:

Reference: Project Schedule
NPK Pump Station Control Strategy Revision and TP-01 Replacement
Task Order No. 02

Attached is the initial schedule for the above referenced project. Should schedule revisions occur during the progress of this project, we will update you with a revised schedule as applicable.

Eckler Engineering assigned staff and contacts for this project are as follows:

<u>Staff Assignment</u>	<u>Responsibility</u>
Doug Hammann, P.E.	Project Manager/Engineer (Primary Contact)

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Doug Hammann', is written over a horizontal line.

Douglas K. Hammann, P.E.

Encl.

\\ECKLER-DC\Y-Drive\Documents\Islamorada\290-002.01 NPK Control Strategy and TP-01 Replacement\Correspondence\001 S. Lawless (Project Schedule).wpd

Village of Islamorada
EEI Project Number: 290-002.01 (Task Order No.: 02)

Y:\Documents\Islamorada\290-002.01 NPK Control Strategy and TP-01 Replacement\Schedule\Project Schedule 290-002.01 REV 0.xls