

RESOLUTION NO. 24-02-13

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 1 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, INCREASING THE NOT-TO-EXCEED AMOUNT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at its meeting on October 10, 2023, the Village Council of Islamorada, Village of Islands, (the "Village Council") adopted Resolution No. 23-10-119 approving Work Authorization No. 1 with Page Excavating, Inc. ("Page") to provide Wastewater Construction, Installation, and Repair Services to the Village's Wastewater Department for a not-to-exceed fee of Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00); and

WHEREAS, the Wastewater Department has identified additional work needed through September 30, 2024, at an increased cost of Three Hundred Forty-three Thousand and no/100 Dollars (\$343,000.00) bringing the total not-to-exceed amount to Six Hundred Ninety-three Thousand and no/100 Dollars (\$693,000.00); and

WHEREAS, the Village Council finds that approval of the First Amendment to Work Authorization No. 1 attached as Exhibit "A" with Page 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 Page and the Village for provision of services through September 30, 2024, and increasing the not-to-exceed amount to Six Hundred Ninety-three Thousand and no/100 Dollars (\$693,000.00).

Section 3. Authorization of Village Officials. The Village Manager and/or his/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.

Section 5. Execution of Amendment. The Village Manager is authorized to execute the First Amendment to Work Authorization No. 1 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Amendment and to execute any extensions and/or 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.

Motion to adopt by Mark Gregg, second by Elizabeth Jolin.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	Yes

PASSED AND ADOPTED this 13th day of February, 2024.

DocuSigned by:

Joseph B. Pinder III

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JOSEPH B PINDER III, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

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MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:

John J. Quick

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JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



**FIRST AMENDMENT TO
PROJECT AGREEMENT
WORK AUTHORIZATION NO. 1
Between
ISLAMORADA, VILLAGE OF ISLANDS
And
PAGE EXCAVATING, INC.**

This First Amendment to Project Agreement Work Authorization No. 1 under a Continuing Services Agreement (the "First Amendment") is made and entered into this 24~~th~~ day of April, 2024, between Islamorada, Village of Islands ("VILLAGE") and Page Excavating, Inc. ("CONSULTANT").

WHEREAS, the VILLAGE and CONSULTANT entered into a Continuing Services Agreement ("CSA") for professional services dated September 19, 2023; and

WHEREAS, the VILLAGE and CONSULTANT entered into Project Agreement No. 1 under the CSA for Wastewater Support Services with a not-to-exceed amount of Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00) and a termination date of September 30, 2024; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this First Amendment to amend the Scope of Services and increase the not-to-exceed amount of Project Agreement Work Authorization No. 1 by Three Hundred Forty-three Thousand and no/100 Dollars (\$343,000.00) to a total not-to-exceed amount of Six Hundred Ninety-three Thousand and no/100 Dollars (\$693,000.00).

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 additional services to the VILLAGE for the Project as described in the additional "Scope of Services" attached as Exhibit "1."

1.2 The additional "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 19, 2023, 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 4. AMOUNT, BASIS AND METHOD OF COMPENSATION


4.1 **Lump Sum Compensation.** VILLAGE agrees to pay CONSULTANT an amount not to exceed **Six Hundred Ninety-three Thousand and no/100 Dollars (\$693,000.00)** as compensation for providing wastewater support services, including installing the poly check valves in the low-pressure force main, concrete repair work around vacuum pit lids, new vacuum pit and lateral connection installations, and other services listed on Exhibit "1," attached hereto and made a part hereof. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump 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:



Marne McGrath, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: 

Rob Cole, Village Manager

Date: 4.24.24

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



John J. Quick, Village Attorney

CONSULTANT

PAGE EXCAVATING, INC.

By: 

Print Name: MARK PAGE

Title: Pres

The 11 day of April,
2024.