

RESOLUTION NO. 24-10-114

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RATIFYING AND APPROVING
WORK AUTHORIZATION NO. 5 BETWEEN WADE TRIM, INC.,
AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE
GENERAL ENGINEERING SERVICES AND WASTEWATER UTILITY-
RELATED ENGINEERING SERVICES; AUTHORIZING VILLAGE
OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF
WORK AUTHORIZATION NO. 5; AUTHORIZING THE VILLAGE
MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE
VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on January 30, 2020, Islamorada, Village of Islands, (the "Village") published a Request for Qualifications for Professional General Engineering, Architectural and Surveying Services (RFQ 20-03); and

WHEREAS, on June 18, 2020, the Village Council of Islamorada, Village of Islands (the "Village Council"), adopted Resolution No. 20-06-59, thereby approving the final rankings and recommendations of the RFQ 20-03 Selection Committee whereby Wade Trim, Inc. ("Wade Trim") was selected for civil engineering services; and

WHEREAS, the Village entered into a Continuing Services Agreement (the "Agreement") with Wade Trim for civil engineering services effective September 21, 2020, for a five (5) year period; and

WHEREAS, on October 1, 2020, the Village Council adopted Resolution No. 20-10-102 thereby approving Work Authorization No. 1 under the Agreement effective October 1, 2020, through September 30, 2021 (FY 2020-2021); and

WHEREAS, on September 30, 2021, the Village Council adopted Resolution No. 21-09-95 thereby approving Work Authorization No. 2 under the Agreement effective October 1, 2021, through September 30, 2022 (FY 2021-2022); and

WHEREAS, on November 17, 2022, the Village Council adopted Resolution No. 22-11-133 thereby approving Work Authorization No. 3 under the Agreement effective October 1, 2022, through September 30, 2023 (FY 2022-2023); and

WHEREAS, on October 10, 2023, the Village Council adopted Resolution No. 23-10-116 thereby approving Work Authorization No. 4 under the Agreement effective October 1, 2023, through September 30, 2024 (FY 2023-2024); and

WHEREAS, the Village and Wade Trim desire to enter into Work Authorization No. 5 under the Agreement to provide general engineering and wastewater utility-related services for FY 2024-2025, effective October 1, 2024 through September 30, 2025; and

WHEREAS, the Village Council finds that approval of the Work Authorization No. 5 with Wade Trim is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMROADA, 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 Work Authorization.** The Village Council hereby ratifies and approves Work Authorization No. 5 between Wade Trim and the Village for provision of General Engineering Services and Wastewater Utility-related engineering services including FDEP Permitting, Building Department and Planning Department Reviews, Wastewater Operations,

General Engineering Services and Design and Construction Engineering Services for FY 2024-2025, 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 his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 5.

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 Work Authorization No. 5.

Section 5. Execution of Work Authorization. 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 Work Authorization No. 5 and to execute any extensions and/or amendments to Work Authorization No. 5, 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 Elizabeth Jolin, second by Mark Gregg.

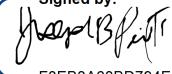
FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

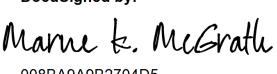
Councilman Henry Rosenthal Yes

PASSED AND ADOPTED THIS 8th DAY OF OCTOBER, 2024.

Signed by:

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JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

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MARNE MCGRATH, VILLAGE CLERK

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

Signed by:

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JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

WADE TRIM, INC.

for

Work Authorization No. 5

GENERAL ENGINEERING SERVICES

TO PROVIDE DESIGN, PERMITTING AND CONSTRUCTION PHASE SERVICES;

PERMITTING AND CONNECTION ASSISTANT SERVICES; AND OPERATION

SERVICES TO ASSIST IN THE OPERATON OF THE VILLAGE WASTEWATER

UTILITY

PROJECT AGREEMENT
Between
THE ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
And
WADE TRIM, INC.
For
Work Authorization No. 5

General Engineering Services to Provide Owner's Representative Services; Design, Permitting and Construction Phase Services; Permitting and Connection Assistance Services; and Operations Services to Assist in the Operation of the Village Wastewater Utility.

Pursuant to the provisions contained in the "Continuing Services Agreement" between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the "VILLAGE") and WADE TRIM, INC., ("CONSULTANT") dated September 2020, 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".

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence as of October 1, 2024 and shall continue in full force and effect through September 30, 2025, 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 "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 Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, CONSULTANT shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

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 \$215,770.00, FOR THE 2024-2025 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 2024-2025. 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, except that acceptance of such payment shall not constitute any bar, admission, or estoppel, or have any effect as those payments that VILLAGE or CONSULTANT disputes, provided however, that any such dispute must be detailed in writing prior to submission of CONSULTANT'S invoice for final payment and reimbursement.

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 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. CONSULTANT is not responsible and is hereby released from responsibility for the VILLAGE's use of the documents for any purpose other than for this Project and for the use of any incomplete documents at the time of termination.

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. MISCELLANEOUS

7.1 **Public Records.** VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONSULTANT is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONSULTANT upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

7.2 **E-Verify.** CONSULTANT shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONSULTANT, CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.

7.3 **Scrutinized Companies.**

- a. CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

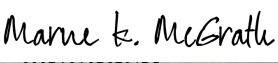
SECTION 8. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated September 2020 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.

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ATTEST:

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Marne McGrath, Village Clerk
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ISLAMORADA, VILLAGE OF ISLANDS

DocuSigned by:

By: Robert Cole, Village Manager
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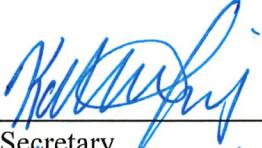
Date: 10/24/2024

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

Signed by:

Village Attorney
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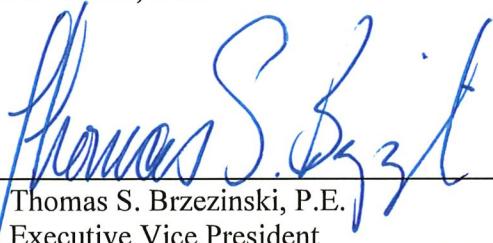
ATTEST:


Secretary
Katherine Kirby

Please type name of Secretary

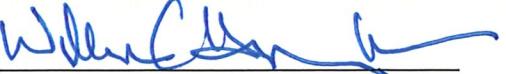
(CORPORATE SEAL)

WADE TRIM, INC.

By: 
Thomas S. Brzezinski, P.E.
Executive Vice President

Date: 10/19/24

WITNESSES:



Print Name: William Harrington


Print Name: Bella Suarez



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 a Design-Build-Operate (DBO) Firm Reynolds Water Islamorada to perform the design, build and operation of the wastewater system. The CONSULTANT has since functioned as the Owner's Representative and Construction Manager and acted as the VILLAGE'S agent with regard to all aspects of this scope of services. Delivery of the work associated with the design-build portion of the wastewater system has been completed by the DBO Firm.

The CONSULTANT continues to provide engineering support for the VILLAGE's Wastewater Utility. The CONSULTANT will report directly to the VILLAGE'S Public Works Director and/or VILLAGE Manager, and such other persons as directed by the VILLAGE Manager. The CONSULTANT'S duties to assist the VILLAGE with the operations of the wastewater utility are broken down into the following tasks:

- Task 1 – DEP Permitting, Building Department and Planning Department Reviews,
- Task 2 – Wastewater Operations,
- Task 3 – General Engineering Services, and
- Task 4 – Design, Permitting, Bidding Assistance and Construction Engineering Services.

EXHIBIT "2"

Scope of Services and Project Schedule

Task 1 – DEP Permitting, Building Department and Planning Department Reviews

The CONSULTANT will assist the VILLAGE with the review, processing, and approval of Florida Department of Environmental Protection (DEP) construction and place into operation permit applications, site plan approvals, and engineering plan reviews received for new development and re-development projects connecting with the VILLAGE's wastewater collection system and submitted to the VILLAGE Planning Department, the VILLAGE Building Department, and the VILLAGE Wastewater Department. Wade Trim's reviews will consist of:

- a) Review of preliminary plan submittals, review of preliminary design reports, and review of DEP wastewater permit applications for completeness and technical accuracy in accordance with the VILLAGE's Utility Policy & the Key Largo Wastewater Treatment District (KLWTD) Interlocal Agreement,
- b) Confirming that the proposed project complies with the VILLAGE's Minimum Design and Construction Standards and Specifications for Wastewater,
- c) Coordinating reviews and approvals with the DEP, the Project Engineer-of-Record, and other applicable regulatory agencies,
- d) Conduct hydraulic analyses of the Village's low pressure collection system, as needed, to confirm that the system capacity is sufficient for any increase in equivalent dwelling units (EDUs) for a proposed development or redevelopment project,
- e) Determine the additional amount of vacuum sewer capacity, as needed, in the Village's wastewater collection system and the potential impact on the Village's wastewater vacuum pump stations to accommodate any increase in EDUs for a proposed development or redevelopment project,
- f) Corresponding with the project Engineer-of-Record, and
- g) Attending pre-application meetings with the Project Owner, the Project Engineer-of-Record, and Village staff as needed.

Deliverables:

- Permit review and correspondence as required for each project submittal and resubmittal with the VILLAGE, the DEP, the Engineer-of-Record, and other public agencies involved with the Project.
- Consult with and advise the VILLAGE on engineering aspects of the Project as it pertains to the wastewater collection system, the wastewater transmission system and treatment facilities which the VILLAGE utilizes for providing wastewater services to its customers.
- Capacity analysis reports for the VILLAGE's low pressure collection system and/or vacuum sewer collection system.
- Attend pre-application meetings with the VILLAGE and representatives of the proposed development or re-development as required for obtaining necessary permits and approvals.

Schedule: Ongoing throughout the Project.

Task 2 – Wastewater Operations

The CONSULTANT will assist the VILLAGE with various elements of the Wastewater Utility's Operations Services as required or requested that include:

- a) Participate and attend regularly scheduled Operations meetings with the VILLAGE Wastewater Department, Public Works Department, Planning Department, Building Department and Finance Department staff,
- b) Provide engineering review and approval of submittals received for identified capital improvement projects on the VILLAGE's wastewater collection system,
- c) Assist with the preparation of a Collection/Transmission System Power Outage Contingency Plan as required under FDEP Rule 62-60.705(1), F.A.C.,
- d) Assist with the preparation of a Collection System Action Plan as required under FDEP Rule 62-60.705(2), F.A.C., and
- e) Assist with any miscellaneous engineering requests received from the VILLAGE Public Works Director.

Deliverables:

- Attend regularly scheduled Operations meetings.
- Perform engineering review and approvals for identified capital improvements projects on the VILLAGE's wastewater system.
- DEP Collection/Transmission System Power Outage Plan.
- DEP Collection System Action Plan.

Schedule: Ongoing throughout the Project.

Task 3 – General Engineering Services

The CONSULTANT will provide the VILLAGE with as-needed engineering assistance pertaining to the following services:

- Review, evaluate, and calculate EDUs for new developments and re-developments, as requested by the VILLAGE, to ascertain the accuracy of estimated flows and the corresponding assessments levied by the VILLAGE against properties requesting wastewater services from the VILLAGE,
- Review engineering reports submitted for the purpose of establishing flows for new development or redevelopment projects,
- Assist with the preparation of any new updated flow projections as required for components for the Interlocal Agreement with KLWTD,
- Correspond and attend meetings with the VILLAGE as required for assisting with the final determination of EDUs for proposed development and redevelopment projects, and
- Providing as-need assistance at the direction of the VILLAGE Manager or the Utilities Manager.

Schedule: Ongoing throughout Project.

Task 4 – Design, Bidding, Permitting and Construction Engineering Services

The CONSULTANT will assist the VILLAGE with the design, bidding, permitting and construction engineering services as required for the Lorelei and Islamorada Fishing Club Wastewater Improvements Project and assist the VILLAGE with construction engineering services as required for the Gardenia Street Vacuum System Improvements Project. Specific tasks for each capital improvement project are described in Subtasks 4.1 and 4.2 below.

4.1 – Lorelei & The Islamorada Fishing Club Redevelopment Project

Currently the Lorelei and Islamorada Fishing Club properties receive wastewater service from the VILLAGE's vacuum sewer collection system in Upper Matecumbe Key. Both properties are currently undergoing redevelopment that will increase their respective wastewater flows, whereby the maximum allowable design capacity for each property connection on the VILLAGE's vacuum sewer system will be exceeded. The existing wastewater service connections with the vacuum sewer system for the Lorelei and the Islamorada Fishing Club properties will be replaced by connecting each property with a new low pressure force main that will be constructed in the right-of-way along Madeira Road. Construction of this new low-pressure force main will provide the needed wastewater capacity for each redevelopment project.

The CONSULTANT has completed the topographic survey of the proposed project alignment, conducted site visits of the project corridor, reviewed pertinent features that may impact design and/or construction, and submitted a preliminary set of project drawings to the VILLAGE. The CONSULTANT will complete the project design, permitting, bidding, and construction engineering services as required for this wastewater improvement project as described in each subsection below.

4.1.1 Engineering Design

- a) Prepare design submittals at the 60% and 90% completion stages of the Project for the VILLAGE'S review and comment. Based on review comments received from the

VILLAGE and permitting agencies, revise the 60% and 90% drawing submittals accordingly.

- e) Coordinate with the VILLAGE the preparation of Standard EJCDC Contract Forms, Bidding Documents, and Contract General and Supplemental Conditions required for the Project.
- f) Prepare technical specifications for the Project consisting of written technical descriptions of standards and workmanship required for materials, equipment and construction.
- g) Prepare the 100% drawing and specifications submittal package for the VILLAGE's final review and comment.
- h) Prepare opinions of probable construction cost at the 60%, 90%, and 100% completion stages of design for the proposed improvements on this Project for the VILLAGE'S review and comment.

4.1.2 Permitting and Bidding Assistance

- a) Prepare and submit a DEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System. All permit fees will be paid by the VILLAGE.
- b) Prepare and submit a FDOT Utility Permit Application as required for the Project. All permit fees will be paid by the VILLAGE.
- c) Assist with the preparation and submittal of any Requests for Additional Information (RAI) received from DEP on the submitted permit application.
- d) Assist the VILLAGE with bidding the project that includes coordination of the bid documents and advertisement for bidding; attending the pre-bid meeting; preparation and distribution of the pre-bid meeting minutes; responding to clarifications and questions received from bidders; and preparation and submittal of addenda information as required for bidding the Project.
- e) Assist the VILLAGE with review and evaluation of bids received for the project and provide a written recommendation of Contract award to the lowest responsive bidder.

4.1.3 Construction Engineering Services

- a) Attend construction kickoff and progress meetings with VILLAGE staff and the selected Contractor for the purpose of reviewing project requirements, project construction schedule, submittals, construction progress, testing, and any issues of concern.
- b) Prepare and submit three (3) sets of signed and sealed conformed project drawings and specifications to the VILLAGE.
- c) Conduct periodic field visits to the project site(s) for the purpose of confirming the Contractor's progress on the Project and resolving any potential conflicts that may arise during project construction.
- d) Review and approval of shop drawings submitted by the Contractor for conformance with the project design concept and compliance with the requirements of the contract documents.
- e) Review and respond to the Contractor's requests for information (RFI) or clarification of the construction contract documents.
- f) Provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed infrastructure.
- g) Review monthly pay requests received from the Contractor based on information provided by the VILLAGE, monthly progress meetings, and observations during site visits.
- h) Assist the VILLAGE with start-up, testing, commissioning, and turnover as required for the Project.
- i) Conduct substantial and final completion inspections as required for the VILLAGE for project closeout.

Deliverables:

- 60% Design Submittal – one set of 60% complete 11"x17" drawings and project specifications, and a 60% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- 90% Design Submittal – one set of 90% complete 11"x17" drawings and project specifications, and a 90% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- 100% Design Submittal – one 100% complete set of signed and sealed 11"x17" drawings and specifications, and a 100% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- A signed/sealed DEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System with one set of signed/sealed electronic drawings (100%).
- A signed/sealed FDOT Permit Application with one set of signed/sealed electronic drawings (100%).
- Conformed Document Submittal – Conformed set of signed and sealed drawings (11"x17") and specifications (3 hardcopies and 1 electronic Adobe pdf file).
- Attendance at project kickoff and monthly progress meetings.
- Shop drawing submittal reviews and approvals.
- Correspondence with the Contractor as required.
- Review of RFIs received from the Contractor.
- Review of Contractor's monthly pay requests.
- Inspection, startup, testing, and commissioning reports.
- Substantial and final completion inspections.

Schedule:

- Ongoing throughout each identified project.

4.2 – South Gardenia Street Vacuum Main Improvements Project

During fiscal year 2024, the CONSULTANT completed the permitting, bidding, and partial construction engineering services as required for the vacuum collection system improvements needed to serve the Plantation Key School and a Habitat for Humanity development project (9 EDUs) located along South Gardenia Street in North Plantation Key. For fiscal year 2025, the CONSULTANT will provide the VILLAGE with construction engineering services required for completing the Project as described below.

4.2.1 Construction Engineering Services

- a) Conduct periodic field visits to the project site(s) for the purpose of confirming the Contractor's progress on the Project and resolving any potential conflicts that may arise during construction.
- b) Review and respond to the Contractor's requests for information (RFI) or clarification of the construction contract documents.
- c) Provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed project.
- d) Review monthly pay requests received from the Contractor based on information provided by the VILLAGE, monthly progress meetings, and observations during site visits.
- e) Assist the Contractor and the VILLAGE with system start-up, testing, commissioning, and turnover as required for the Project.
- f) Conduct substantial and final completion inspections as required for the VILLAGE for project closeout.
- g) Completion of final record drawings for the Project.

Deliverables:

- Review of RFIs received from the Contractor.
- Review of Contractor's monthly pay requests.
- Inspection, startup and testing reports.
- Substantial and final completion inspections.

- Submittal of final record drawings.

Schedule: - Ongoing throughout the project.

Compensation Summary

The estimated budget associated with each task effort is summarized in the table below.

Task No. & Description	Estimated Task Budget for FY25
Task 1 – Permitting, Building & Planning Department Reviews	\$49,003.00
Task 2 – Wastewater Operations	\$44,747.00
Task 3 – General Engineering Services	\$38,607.00
Task 4 – Bidding Assistance & Construction Engineering Services	\$83,413.00
Total Estimated FY25 Contract Services Budget	\$215,770.00

EXHIBIT “3”

2024-2025 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 Tasks and shall be based on the Billing Rate Schedule consistent with the current Continuing Services Agreement.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: WLOG TRIM, INC. ("Vendor")

Vendor FEIN: 59-2417170

Address: 500 GRISWOLD ST., STE 2500

City: DETROIT State: MI Zip: 48226

Phone number: 813-882-4373 Email Address: TBREEZINSKI@WLOGTRIM.COM

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: Thomas S. Breezinski

Authorized Signature

Print Name and Title: Thomas S. BREEZINSKI Exec. Vice Pres.

Date: 10/18/24