

RESOLUTION NO. 19-09-81

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO A PROJECT AGREEMENT WITH THE WEILER ENGINEERING CORPORATION FOR THE KEY TREE CACTUS PRESERVE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) has a current Continuing Services Agreement (“CSA”) with The Weiler Engineering Corporation (“Weiler”) for Engineering and Architectural Services; and

WHEREAS, under the CSA, a Project Agreement (Work Authorization No. 1) was issued by the Village on November 8, 2018 for professional engineering services for the Key Tree Cactus Preserve Project, which includes amenities design, permitting and project representation for a not-to-exceed amount of Ninety Thousand Eight Hundred Ninety-Five Dollars (\$90,895.00); and

WHEREAS, during environmental review and permitting of the project’s construction plans, it was determined that the designed discharge of parking lot stormwater could potentially cause ecologic and cultural resource harm to the property; and

WHEREAS, as an alternative to the original parking area stormwater design, Weiler has proposed modifying the existing plans and permits to discharge stormwater to an on-site injection well; and

WHEREAS, this proposed change would meet the necessary environmental standards and effectively discharge parking area stormwater; and

WHEREAS, this proposed change would require modifying final design of construction plans, modifying permits, preparing plans for authorization of construction to the FDEP and responding to agency requests for additional information; and

WHEREAS, Weiler's proposed fee for these additional services is Five Thousand Four Hundred Dollars (\$5400.00); and

WHEREAS, the Village Council has determined that a First Amendment to the Project Agreement (Exhibit A) to amend the Scope of Services of Work Authorization No. 1 and increase the not-to-exceed cost by Five Thousand Four Hundred Dollars (\$5,400.00) to a total of Ninety-Six Thousand Two Hundred Ninety-Five Dollars (\$96,295.00) is required to allow Weiler to complete the necessary changes to the construction plans; and

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of First Amendment. The Village Council hereby approves the First Amendment to the Project Agreement attached hereto as Exhibit "A", together with such non-material revisions approved by the Village Manager and the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are hereby 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 amended Agreement.

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

Motion to adopt by Vice Mayor Mike Forster, seconded by Councilwoman Cheryl Meads.

FINAL VOTE AT ADOPTION

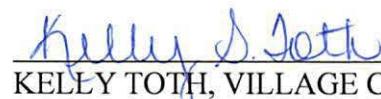
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Deb Gillis	YES
Vice Mayor Mike Forster	YES
Councilman Ken Davis	ABSENT
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

PASSED AND ADOPTED ON THIS 19TH DAY OF SEPTEMBER, 2019.


DEB GILLIS, MAYOR

ATTEST:


KELLEY TOTH, VILLAGE CLERK

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


ROGET V. BRYAN, VILLAGE ATTORNEY

**FIRST AMENDMENT TO
PROJECT AGREEMENT**
Between
ISLAMORADA, VILLAGE OF ISLANDS
And
THE WEILER ENGINEERING CORPORATION
For
Work Authorization No. 1

This First Amendment to Work Authorization No. 1 under a Continuing Services Agreement (the "First Amendment") is made and entered into this 26th day of September, 2019, between Islamorada, Village of Islands ("VILLAGE") and The Weiler Engineering Corporation ("CONSULTANT").

WHEREAS, the VILLAGE and CONSULTANT entered into a Continuing Services Agreement ("CSA") for professional services for engineering and architectural services dated June 4, 2015; and

WHEREAS, on November 8, 2018, the VILLAGE and CONSULTANT entered into a Project Agreement (Work Authorization No. 1 under the CSA) for Key Tree Cactus Preserve amenities design, permitting and project representation services for a not-to-exceed amount of Ninety Thousand Eight Hundred Ninety-Five Dollars (\$90,895.00); and

WHEREAS, the VILLAGE needs additional design services from CONSULTANT to complete the Key Tree Cactus Preserve amenities project; 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 cost of this Work Authorization by Five Thousand Four Hundred Dollars (\$5,400.00) to a total of Ninety-Six Thousand Two Hundred Ninety-Five Dollars (\$96,295.00); and

NOW THEREFORE, in consideration of mutual promises, covenants and contracts stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, VILLAGE and CONSULTANT hereby agree as follows:

Section 1. Scope of Services

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the Project as described in the revised "Scope of Services" attached as Exhibit "1."

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

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement (the "CSA") between the

VILLAGE and CONSULTANT dated June 4, 2015, 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 ~~Ninety thousand eight hundred ninety-five dollars (\$90,895.00)~~ Ninety-six thousand two hundred ninety-five dollars (\$96,295.00) as compensation for performance of all services related to the Project. 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.

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the PROJECT in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the PROJECT.

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:

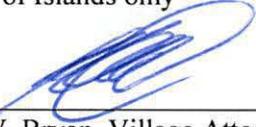
Kelly S. Toth
Kelly Toth, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: Seth Lawless
Seth Lawless, Village Manager

Date: 9/23/19

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



Roget V. Bryan, Village Attorney

WEILER ENGINEERING CORPORATION

By: Jeff Weiler
Jeff Weiler, President

Date: 9-24-19

Scope of Services
Key Tree Cactus Preserve – Improvements

PROJECT DESCRIPTION

Amend agreement to modify plans and permits to discharge to a stormwater well. The Village has requested that the plans and permits be modified to allow discharge to a stormwater well.

Design and Construction of the improvements outlined on the Master Plan included herein at the Key Tree Cactus Preserve (KTCP). The site and stormwater improvements will be designed for all of the improvements outlined below. Specific design plans and specifications for items 1, 2, 5, 7 and 9 will be completed for bidding and construction as part of this scope.

- 1) Mulched trails through hardwood hammock (3) - All 8' wide with some type of crushed fill as a base to prevent trip hazards. The lengths of the trails are approximately: 600', 200', 300' to equal approximately 1100'.
- 2) Elevated boardwalk through mangroves on west side of property - 6' wide; 180' long. ADA compliant
- 3) Elevated boardwalk through mangroves on east side of property - 6' wide; 220' long. ADA compliant – Site and Stormwater only
- 4) Shelter/Pavilion - To be constructed overlooking the water at the terminus of the 220' long boardwalk through mangroves. Approximately 10'x10' – Site and Stormwater only
- 5) Canoe/Kayak Landing - To be constructed at the terminus of the 180' long boardwalk through mangroves. A floating structure approximately 10'x10'.
- 6) Intentionally Blank
- 7) Parking area - 10 angled spaces, one way access drive, fronting US1
- 8) Single stall restroom - Minimally sized, prefabricated structure on piles, shared/family style with sink and plumbing to be hooked up to central sewer system – Site and Stormwater only
- 9) Paver path - 4' wide; 300' long. Located on west side of property. To extend from existing paver path down to proposed 180' boardwalk through mangroves. ADA compliant
- 10) Educational Kiosks (2) – Site and Stormwater only

SCOPE OF SERVICES

Engineering Scope of Services – Revision 7 (09/03/19)
Key Tree Cactus Preserve – Improvements
July 2, 2018

Task 1.1 Special Purpose Survey

- A special purpose survey of the area's indicated on the master plan.

Task 1.2 Environmental Investigation

- Consultation and coordination with Village and an Environmental sub-consultant to identify the location of any protected species within the project limits or within 50 feet of the proposed improvements

Task 1.3 Preliminary Design

Weiler Engineering will complete a preliminary investigation and, prepare preliminary plans of the boardwalk and parking area. Services will include:

- Preapplication meeting with the associated State and Local permitting authorities
- Coordination with FDEP on grant/work with existing Master Plan
- Preparation of a preliminary site plan.
- Opinion of probable cost

Task 1.4 Final Design

Upon approval to proceed, Engineer will incorporate comments from Preliminary Design and complete plans and documentation necessary for regulatory approval and construction. Services will include:

- Construction plans including:

Cover Sheet
Survey
Existing Conditions
Best Management Plan
Demolition Plan
Site/Grading Plan
Structural Notes
Framing Plan
Profile Plan
Sections & Elevations
Details
Specifications

Task 1.5 Permits

Engineering Scope of Services – Revision 7 (09/03/19)

Key Tree Cactus Preserve – Improvements

July 2, 2018

Engineer will prepare applications for Client's execution for permits from the South Florida Water Management District (SFWMD) or FDEP, US Army Corp of Engineers (ACOE) and the Village. Application fees provided by Client and are not included in WEC fees.

Task 1.55 Change Order No. 1 – Modify discharge structure to a stormwater Well

- **Modify Final approved design to discharge down a stormwater well**
- **Modify SFWMD ERP to allow for discharge down a well**
- **Prepare plans and documentation for Authorization to construct a Class V Stormwater Injection Well to the Florida Department of Environmental Protection.**
- **Respond to agency requests for additional information**

Task 1.6 Bidding

Engineer will assist Village to prepare one set of bidding documents including items 1, 2, 5, 7 and 9 to be bid as one project including:

- Provide technical specifications and a bid form for incorporation with Village's contract documents
- Attend a pre-bid meeting to answer questions (fees in Task 1.7)
- Respond to Contractor requests for additional information
- Review bids, compile a bid tabulation and make recommendation to Village regarding the most apparent, responsive, low bid
- Attend one Proposal Evaluation meeting (Fees in Task 1.7)

Task 1.7 Meetings

Engineer shall prepare for and attend meetings associated with the development of the construction plans. Meeting shall include the following:

- Initial site visit and progress meetings with Village Staff during Task 1.1 and 1.2 – 5 meetings;
- Client meeting to present final design - 1 meeting;
- Attend one pre-bid meeting;
- Attend one Proposal Evaluation meeting

Fees

Task 1.1 Survey	\$17,500
Task 1.2 Environmental	\$12,500
Task 1.3 Preliminary Design	\$22,320
Task 1.4 Final Design	\$18,560

Engineering Scope of Services – Revision 7 (09/03/19)

Key Tree Cactus Preserve – Improvements

July 2, 2018

Task 1.5 Permits	\$8,215
Task 1.55 Change order 1	\$5,400
Task 1.6 Bidding – Hourly not to exceed	\$4500
Task 1.7 Project Representation	\$4,800
During design & permitting	
Total Fees	\$93,795
Estimated reimbursable expenses	\$2500
Printing, postage	

Exclusions / Owner Requirements

This proposal assumes that the following will not be required, be provided by the Client or will be negotiated under separate work authorization and as such are not included in the scope of services herein:

- a. All permit processing fees or utilities capacity fees are not included;
- b. Permitting through agencies not listed above;
- c. Costs incurred as a result of manipulation or encroachment into easements, alleys or rights-of-ways;
- d. Assistance in obtaining any easements required for construction;
- e. Costs incurred as a result of non-compliance;
- f. Changes requested which are not required to meet regulatory requirements;
- g. Any costs related to the design and construction of improvements not specifically indicated in this proposed;
- h. Construction phase services, will be negotiated separately;

Engineering Scope of Services – Revision 7 (09/03/19)
Key Tree Cactus Preserve – Improvements
July 2, 2018

CONSTRUCTION COST ESTIMATES

Exhibit 1 – Master Plan