

RESOLUTION NO. 19-06-36

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO A PROJECT AGREEMENT WITH WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) has a current Continuing Services Agreement (“CSA”) with Wood Environment & Infrastructure Solutions, Inc. (“Wood”) for Engineering Services, Canal Restoration Projects and Environmental Permitting and Support; and

WHEREAS, under the CSA, a Project Agreement (Work Authorization No. 1) was issued by the Village on October 23, 2018 with an initial termination date of January 31, 2019 and with a not-to-exceed cost amount of Twenty-two Thousand Five Hundred and no/100 Dollars (\$22,500.00); and

WHEREAS, the VILLAGE has continued to utilize Wood’s services for the engineering services associated with preparing and submitting dredging permit applications for the Village beyond the January 31, 2019 expiration date of the original term; and

WHEREAS, Wood has indicated that in order to complete the remaining sediment removal application work for this project, they will need to increase the cost by Five Thousand and no/100 Dollars (\$5,000.00), bringing the total no-to-exceed amount to Twenty-seven Five Hundred and no/100 Dollars (\$27,500.00) and also extend the termination date to January 31, 2020; and

WHEREAS, the Village Council determines that a First Amendment to the Project Agreement (Exhibit A) to increase the not-to-exceed amount to Twenty-seven Thousand Five Hundred and no/100 Dollars (\$27,500.00) and extend the expiration date to January 31, 2020 is in the best interests 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 herein by this reference.

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

Section 3. Authorization of Village Officials. The Village Manager and/or 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 Councilman Jim Mooney, seconded by Councilman Ken Davis.

**FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

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

PASSED AND ADOPTED ON THIS 27TH DAY OF JUNE, 2019.



DEB GILLIS, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

**FIRST AMENDMENT TO
PROJECT AGREEMENT
Between
ISLAMORADA, VILLAGE OF ISLANDS
And
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
For
Work Authorization No. 1**

This First Amendment to Work Authorization No. 1 under a Continuing Services Agreement (the "First Amendment") is made and entered into this 8 day of July, 2019, between Islamorada, Village of Islands ("VILLAGE") and Wood Environment & Infrastructure Solutions, Inc. ("CONSULTANT").

WHEREAS, the VILLAGE and CONSULTANT entered into a Continuing Services Agreement ("CSA") for professional services for various engineering and Islamorada canal restoration projects dated September 14, 2018; and

WHEREAS, the VILLAGE and CONSULTANT entered into a Project Agreement (Work Authorization No. 1 under the CSA) for engineering services for canal restoration projects and environmental permitting and support services dated October 23, 2018, with a termination date of January 31, 2019, and a not-to-exceed amount of Twenty-two Thousand Five Hundred and no/100 Dollars (\$22,500.00); and

WHEREAS, the Village Manager extended the Project Agreement by thirty (30) days pursuant to the Project Agreement and no further extensions of the Project Agreement shall be effective unless authorized by the Village Council; and

WHEREAS, the VILLAGE needs the continued services of CONSULTANT to complete required dredging permit applications; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this First Amendment to extend the termination date of the Project Agreement to January 31, 2020, and increase the not-to-exceed amount by Five Thousand and no/100 Dollars (\$5,000.00) to a total of Twenty-seven Thousand Five Hundred and no/100 Dollars (\$27,500.00);

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

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through ~~January 31, 2019~~ **January 30, 2020**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. ~~The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days.~~ No further extensions of this Agreement shall be effective unless authorized by the Village Council.

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not-to-exceed ~~Twenty-two Thousand Five Hundred Dollars (\$22,500.00)~~ **Twenty-seven Thousand Five Hundred Dollars (\$27,500.00)** 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.

Section 2. **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.


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EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS



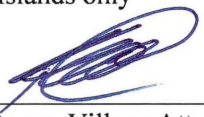
Kelly Toth, Village Clerk

By: 

Seth Lawless, Village Manager

Date: 7-3-19

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



Roget V. Bryan, Village Attorney

WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS, INC.

By: 

Ricardo Fraxedas
Office Manager

Date: 7-8-19