

**ADDENDUM #1****RFQ# 2023-001****PROJECT: STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION
PROGRAM MANAGEMENT SERVICES****DATE: 03/03/2023**

- A. **The purpose of this addendum is to answer questions submitted by the vendors during the February 16, 2023 Non-Mandatory Pre-Bid Conference and any questions submitted through email up to February 28, 2023.**

Question 1: Please be so kind as to advise if the firms that completed all the original studies, recommendations etc., are excluded from participating in this Request for Qualifications?

Answer 1: **No one, at this time, is excluded from submitting a proposal for RFQ#2023-001. The Village intends to solicit consultants to provide continuing consulting services to provide for the Stormwater Master Plan (SWMP) CIP projects specifically. In addition to a separate solicitation, for consultants to provide continuing consulting services for other NBV CIP projects. The selected Program Management Firm and Subconsultants for RFQ#2023-001, will be excluded from submitting bids/quotes to provide continuing consultant design services for SWMP CIP projects but will be eligible for NBV CIP projects.**

Question 2: We are currently working on the North Bay Village Stormwater Master Plan along with other project with North Bay Village. Would this be a conflict of interest if we decide to serve as a subconsultant for the Program Manage Submittal?

Answer 2: **Yes, it is a conflict. A consultant can only actively work under one program – Stormwater CIP or NBV CIP.**

Question 3: With the regards to the subject RFQ, we wanted to ask if there are any firms that are precluded from going after this solicitation. If there are firms that are precluded, could you clarify if that means they are precluded from going as a prime or a sub as part of a team?

Answer 3: **No one, at this time, is excluded from submitting a proposal for RFQ#2023-001.**

Question 4: In Form 2, "Total No. of Trades Employees by Trade" does not apply to Engineering Program Management firms. May we replace this with number of engineers, project managers, construction managers, etc.?



Answer 4: Yes, it is just an example. However, the form is looking for a breakdown by total employees, managerial/admin, and trade/specialty.

Question 5: Does the Village want copies of Key Personnel licenses & certifications included in the response or just the license numbers?

Answer 5: Please refer to the instructions provided on page 19 for Tab E.

Question 6: Does the Village want copies of subconsultants' specimen Insurance Certificates included at this stage?

Answer 6: Please refer to the instructions provided on page 19 for Tab E.

Question 7: Should Form 9: References be placed in Tab E. Firm's Qualifications or Tab O. References?

Answer 7: Please refer to the instructions provided on page 19 for Tab E.

Question 8: The RFQ does not explicitly indicate which forms only pertain to the Prime consultant. Could you clarify whether the forms below are only to be submitted by the Prime?

Form 2: Company Qualifications Questionnaire

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits)

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts

Form 7: Dispute Disclosure

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

Answer 8: All Forms listed on Page 25 are required if you are bidding on RFQ#2023-001 STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES.

Question 9: Some of the forms have limited spacing for information (Form 8 in particular). Are we able to follow the same form structure and format with additional line items added?

Answer 9: Please see the top of Form 8 "If additional space is required, please copy/duplicate this page and attach to this Form". Please review the submittal instructions beginning on page 18 for any limitations on the length of your response



by Tab. Should you exceed the limitations, your response could be deemed nonresponsive and disqualified.

Question 10: Tab E indicates that Form 9 References are to be included; Tab O requests Reference Letters. Do the Tab O reference letters have to be the same projects as shown in Form 9 or can they be different projects?

Answer 10: Please refer to the instructions beginning on page 19.

Question 11: Can Tab E references include references from the subconsultant team?

Answer 11: No, the projects listed in Tab E be completed by the firm submitting the proposal. Please refer to instructions provided on page 18 for Tab E.

Question 12: Can the reference letters on Tab O be experience from individuals who work on the prime firm?

Answer 12: No, the projects listed in Tab O must be completed by the firm submitting the proposal. Please refer to the instructions provided on page 22 for Tab O.

Question 13: Can the reference letters on Tab O be from subconsultants?

Answer 13: No, the reference letters must be for projects completed by the firm submitting the proposal. Please refer to instructions beginning on page 18 for Tabs E & O.

Question 14: What's the contract term?

Answer 14: The contract term is subject to negotiation.

Question 15: Regarding references – provide list of reference or he needs to get information from the references?

Answer 15: Please refer to the instructions beginning on page 18.

Question 16: Estimated budget for this?

Answer 16: 2% of the Bond cost is expected to be set aside for program management.

Question 17: This is a program management – manage consultants/the projects?



Answer 17: Please refer to Section 2, beginning on Page 10 of the RFQ, for the services needed by the Village.

Question 18: Do you have an incumbent?

Answer 18: No, this is a brand new project.

Question 19: Do you have a list of consultants? Can you provide the terms currently in place? (CCNA)

Answer 19: Yes, Please see the attached Resolution and Contract. (Exhibit A)

Question 20: Program Manager's Sub consultants – will they be precluded from bidding on CIPs?

Answer 20: If they are actively under contract to provide program management services, then they would be precluded from bidding on Stormwater Master Plan CIP which are specific to Roadway & Drainage Improvements.

Question 21: Exhibit C – has that funding (ARPA) been used to fund this project?

Answer 21: The Stormwater Referendum will be used to fund this project – in the form of GO Bonds.

Question 22: Compensation and Payment - 3.1 – Approved fixed lump sum - will the Village consider payment on time and material?

Answer 22: Yes, this will be corrected during contract negotiations.

Question 23: Does the program manager also handle the actual public outreach and construction work?

Answer 23: Please refer to Section 2, beginning on Page 10 of the RFQ, for the services needed by the Village.

Question 24: Is the pre-bid sign in sheet available?

Answer 24: Yes, please see attached. (Exhibit B)

Question 25: Are the photos on the Village website and/or the Village's social media platforms available to use on the proposal? If we can use the photos, how would you like the photos to be credited?



Answer 25: You have permission to use photos and images from the North Bay Village website and the North Bay Village social media accounts. Please provide a courtesy 'Credit: North Bay Village' somewhere on the image.

Question 26: To clarify, based on a question/answer discussed during the pre-proposal meeting, for Section O. References, do we need to provide signed "letters" from clients? Or should we just provide the client contact information for the Village to verify?

Answer 26: Please refer to the instructions provided on page 22 for Tab O.

Question 27: If a team submits as a prime for this solicitation, can they be a subconsultant for another team?

Answer 27: Yes, only one firm is to be awarded the contract.

Question 28: May the projects documented for Tab E. Firm Qualification (criteria #9) be projects from the subconsultants included in the response?

Answer 28: No, the projects listed in Tab E/Form 9 must be work completed by the firm submitting the proposal. Please refer to instructions provided on page 18 for Tab E.

Question 29: May the projects documented for Tab E. Firm Qualification (criteria #9) be from the experience of an individual working for the prime firm?

Answer 29: The projects listed in Tab E/Form 9 must be work completed by the firm submitting the proposal. Please refer to instructions provided on page 18 for Tab E.

Question 30: May the projects documented for Tab H. Sustainability Innovation be projects from the subconsultants included in the response?

Answer 30: The projects listed in Tab H must be work completed by the firm submitting the proposal. Please refer to instructions provided on page 20 for Tab H.

Question 31: May the projects documented for Tab H. Sustainability Innovation be from the experience of an individual working for the prime firm?

Answer 31: The projects listed in Tab H must be work completed by the firm or an employee of the firm submitting the proposal. Please refer to instructions provided on page 20 for Tab H.



Question 32: Per Exhibit B – Sample Continuing Professional Services Agreement, Section 3.0 Compensation and Payment, Subsection 3.1 - Fixed lump sum basis: Will the Village consider Time & Materials in lieu of lump sum task orders?

Answer 32: Yes, this will be corrected during contract negotiations.

Question 33: Are subs precluded from performing work under separate contracts they may currently hold with the Village?

Answer 33: A consultant can only actively work under one program – Stormwater CIP or NBV CIP.

Question 34: Will bid and performance bonds be required?

Answer 34: No bid or performance bonds are required.

Question 35: We want to kindly ask if it would be possible to provide a 2-week extension?

Answer 35: There will be no extensions at this time. Please see the Schedule of Procurement Events on Page 3.

Question 36: Would the Village kindly consider a one week extension to the proposal due date?

Answer 36: There will be no extensions at this time. Please see the Schedule of Procurement Events on Page 3.

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this RFQ remain unchanged.

This Addendum shall be considered an integral part of the RFQ and Contract Documents and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on March 10, 2023**, and acknowledged on Form 4, Designated in Section 4. Failure to comply may result in disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#1 to RFQ#2023-001: STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES.

Authorized Signature

Firm

Printed, Title

Date

Email Address

EXHIBIT A

RESOLUTION NO. 2019-061

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDED REQUEST FOR QUALIFICATIONS #2019-05, "PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES," TO THE TOP 5 RANKED FIRMS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE PROFESSIONAL SERVICES AGREEMENT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in accordance with the Florida Statute Section 287.055, the Consultant's Competitive Negotiations Act, on August 1, 2019, North Bay Village (the "Village") issued Request for Qualifications #2019-05, "Professional General Engineering and Architectural Services" (the "RFQ") to establish a pool of qualified providers for design services as may be needed from time to time for Village projects; and

WHEREAS, eleven (11) qualified providers submitted responses by the August 30, 2019 deadline; and

WHEREAS, the Village's selection committee met a duly-noticed meeting on October 1, 2019 to rank the RFQ respondents; and

WHEREAS, based on the committee's evaluation and the capital workload anticipated in the next five (5) years for the Village, staff respectfully requests the Village Commission to authorize the Village Manager to negotiate and enter into professional services agreements with the top five (5) firms as specified herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Award. The RFQ is hereby awarded to the following five (5) firms, as ranked by the cumulative scoring of the Village's Selection Committee:

<u>Firms (top five)</u>	<u>Awarded Pts. (Max. 300)</u>
1. BCC Engineering	287
2. Stantec Consulting Services	286
3. EAC Consulting, Inc.	271
4. Calvin Giordano & Assoc., Inc.	249
5. Kimley Horn & Assoc.	245

This award, in and of itself, does not vest any of the foregoing firms with any contractual rights, absent entering into a valid professional services agreement with the Village.

Section 3. Authorization. The Village Manager is hereby authorized to negotiate, finalize, and execute professional services agreement with the awarded firms, subject to approval by the Village Attorney as to form and legal sufficiency, for a period of two (2) years with three additional one (1) year periods at the established hourly rates. If the Village is not able to reach an agreement with the top ranked firms, the Manager may proceed with the remaining firms or may continue down the list of ranked firms successively until a team of 5 firms is reached. It is recognized that the execution of professional services agreements does not commit the Village to any amount of fees nor guarantees any work. Any work orders in excess of \$15,000 during the term of the contract will be brought before Village Commission for approval.

Section 4. Implementation. The Village Manager, Clerk, and Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED on this 15th day of October, 2019.

Motion by: Commissioner Alvarez

Second by: Commissioner Jackson

FINAL VOTE ON ADOPTION

Mayor Brent Latham	<u>yes</u>
Vice Mayor Marvin Wilmoth	<u>yes</u>
Commissioner Jose R. Alvarez	<u>yes</u>
Commissioner Andreana Jackson	<u>yes</u>
Commissioner Julianna Strout	<u>yes</u>



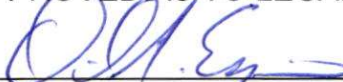
Brent Latham, Mayor

ATTEST:



Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney





North Bay Village

**Contract for General Professional Engineering and Architectural
Services Contract**

RFQ 2019-005

CONTINUING PROFESSIONAL SERVICES FINAL AGREEMENT

Between

NORTH BAY VILLAGE, FL

and

BCC ENGINEERING, LLC

THIS AGREEMENT is made between NORTH BAY VILLAGE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "VILLAGE") and BCC ENGINEERING, LLC, a corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"), whose principal place of business is 6401 SW 87th Avenue, Suite 200 Miami, FL 33173. VILLAGE and CONSULTANT may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, pursuant to Section 287.055, Florida Statutes, the VILLAGE requested qualifications from qualified engineers and selected the CONSULTANT to provide professional engineering services with respect to assigned Work Orders; and

WHEREAS, the CONSULTANT is willing and able to perform such professional, services for the VILLAGE within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a Specific Project, but to set forth certain general terms and conditions, which shall govern the relationship between VILLAGE and CONSULTANT and which shall be incorporated into subsequent supplemental agreements/work orders for Specific Projects or services when required.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual terms, conditions, promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the VILLAGE and CONSULTANT agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the VILLAGE for the CONSULTANT'S professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and Subconsultant's fees.

1.3 **Work Order:** an agreement to provide services for a particular Project.

1.4 **Subconsultant Fee:** the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses:** Travel expenses, whether within or outside of Miami-Dade County, and whether to the Specific Project or otherwise, shall not be reimbursed unless CONSULTANT has secured advance written authorization for such travel from the VILLAGE Manager. All approved travel expenses will be reimbursed in accordance with the VILLAGE's adopted travel policy.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the CONSULTANT may provide professional services to the VILLAGE for Specific Projects as authorized from time to time by either the VILLAGE Commission or VILLAGE Manager as authorized by subsection 2.8. The services shall be for the following types of Projects or similar disciplines: Professional Engineering Services as described in assigned Work Orders.

2.2 When the need for services for a Specific Project occurs, the VILLAGE Manager may, enter into negotiations with the CONSULTANT for that Specific Project under the terms and conditions of this Agreement. The VILLAGE shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide professional services for the Specific Project. The CONSULTANT shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The VILLAGE Manager and CONSULTANT shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The VILLAGE and CONSULTANT shall utilize as the agreement for each Specific Project a Work Order ("Project Agreement"), a copy of which is attached and incorporated into this Agreement as Exhibit "A". Each agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 It is at the VILLAGE's sole discretion to determine the most appropriate method of compensation for each Project Agreement. The CONSULTANT will submit an Estimate of Work Effort that lists the number of hours needed for each job classification under each work type. The Estimate of Work Effort will include the hourly professional service rates for each job classification listed in Exhibit "B" that includes all overhead expenses, operating margin, and direct expenses. The Project Agreement shall specify the Consultant's method of compensation with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the CONSULTANT shall commence subsequent to the execution of each Project Agreement. Performance of work by CONSULTANT prior to execution of a Project Agreement shall be at Consultant's sole risk. Upon the commencement of the term of the Project Agreement, the 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 Agreement. The number of calendar days provided in the Project Agreement for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

2.6 The CONSULTANT shall submit to the VILLAGE all final deliverables within the Contract Time as noted in the each Project Agreement and associated CONSULTANT Proposal.

2.7 Unless otherwise excused by the VILLAGE in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the VILLAGE the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$200.00 per day. The CONSULTANT may claim extension if the factors involved are not under their direct control. Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the VILLAGE reasonably believes that completion will be inexcusably delayed, the VILLAGE shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the VILLAGE to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the VILLAGE has withheld payment, the VILLAGE shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

2.8 The VILLAGE Manager is authorized to negotiate and execute a Project Agreement for Projects in which the CONSULTANTS' services do not exceed \$15,000.00.

2.9 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

SECTION 3. TERM/TERMINATION/SUSPENSION

3.1 **Term of Agreement:** This Continuing Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two years with an option to renew for three (3) additional one (1) year periods, unless further extended by option or renewal and/or until terminated pursuant to Section 3.2 or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed to by the VILLAGE and CONSULTANT for services to be rendered under said Project Agreement.

3.2 **Termination for Convenience:** This Continuing Services Agreement may be terminated by the VILLAGE for convenience upon thirty (30) calendar days written notice to the CONSULTANT or on seven (7) days notice with cause, which cause shall be defined as substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

3.3 **Effect on Project Agreement:** Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s).

3.4 **Non-Exclusive Agreement:** Notwithstanding the provisions of Subsection 3.1, the VILLAGE Manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the VILLAGE under similar continuing services agreements. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.

3.5 **For Cause:** A 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 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **For Convenience:** A 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 to the VILLAGE its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 4.1 of this Agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

3.7 **Assignment Upon Termination:** Upon termination of a 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.

3.8 **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 4. BILLING & PAYMENT TO THE CONSULTANT

4.1 **Billing:** CONSULTANT shall submit invoices which are identified by the specific Work Order 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 Fee Schedule set forth in the Project Agreement. 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.

4.2 **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.

4.3 **Suspension of Payment:** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of the 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.

4.4 **Retainage:** The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed. For projects that are divided into several phases, any retainage shall be withheld and

released individually for each phase of the project. Said retainage may be withheld at the sole discretion of the VILLAGE Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

4.5 **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 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the VILLAGE by Change Order without invalidating the Project Agreement.

5.2 **Change Order Defined.** Change Order shall mean a written order to the CONSULTANT executed by the VILLAGE, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

5.3 **Effect of Executed Change Order.** The execution of a Change Order by the VILLAGE and the CONSULTANT shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the VILLAGE for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

5.4 **Modifications to Scope of Services:** 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 6. SURVIVAL OF PROVISIONS

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. VILLAGE'S RESPONSIBILITIES

7.1 Assist CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information relating to the services to be performed by CONSULTANT.

7.2 Furnish to CONSULTANT, at the CONSULTANT'S written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by CONSULTANT, in possession of the VILLAGE.

7.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services.

SECTION 8. CODE OF ETHICS

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 CONSULTANT warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES

9.1 The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

9.2 If the project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with the same.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files,

and all other data prepared for the VILLAGE or furnished by the CONSULTANT pursuant to any Project Agreement, shall become the property of the VILLAGE, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to the VILLAGE within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT, without the VILLAGE'S prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the VILLAGE.

10.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in hard copy format as well as electronic format to the VILLAGE. Drawings should be provided in CADD, spread sheets in Excel, and written documentation should be provided in Microsoft Word. The date of submittal to the VILLAGE shall be deemed to be the later of delivery of hard copies and delivery of electronic copies as applicable.

SECTION 11. RECORDS/AUDITS

11.1 CONSULTANT shall maintain and require Sub consultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Specific Project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the VILLAGE Manager or any authorized VILLAGE representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Project Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the VILLAGE of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the VILLAGE.

11.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable.

11.3 Refusal of the CONSULTANT to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the VILLAGE of this Agreement or any Project Agreement.

SECTION 12. NO CONTINGENT FEE

12.1 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, the VILLAGE shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

13.1 The CONSULTANT is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Project Agreements shall be those of the CONSULTANT.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the VILLAGE.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 Pursuant to Section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the VILLAGE and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally

wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this or any Project Agreement.

SECTION 16. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the VILLAGE against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers. Any insurance maintained by the VILLAGE shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverage's shall include a minimum of: See Insurance Requirements Exhibit

SECTION 17. REPRESENTATIVE OF VILLAGE AND CONSULTANT

17.1 **VILLAGE Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the VILLAGE Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **CONSULTANT Representative.** CONSULTANT shall inform the VILLAGE Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the VILLAGE or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. PRIORITY OF AUTHORITY OF INSTRUMENTS

19.1 The relationship between the Parties shall be governed by several contract documents, all of which, when read together, shall constitute one agreement between the Parties. The contract documents include this Agreement, one or more ensuing Project Agreements, and the Village solicitation documents. In the event of conflict between or amongst the contract documents, priority shall be as follows: Project Agreements, then this Agreement, and followed by the Village's solicitation documents, including any addenda thereto. Otherwise, there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the contract document . Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 Any and all drawings, studies, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall comply with all applicable VILLAGE Codes, state and federal laws, rules and regulations.

20.2 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Project Agreement, it is determined that the CONSULTANT'S documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the VILLAGE, the CONSULTANT shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the VILLAGE for any other services and expenses made necessary thereby, save and expect any costs and expenses which the VILLAGE would have otherwise paid absent the CONSULTANT'S error or omission. The VILLAGE'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant shall, all times during the term of the Agreement, maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.

20.4 The CONSULTANT'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

21.1 In the event the CONSULTANT requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the CONSULTANT must secure the prior written approval of the VILLAGE Manager. The CONSULTANT shall use his/her best efforts to utilize Subconsultants whose principal place of business is located within the VILLAGE or Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the CONSULTANT rights against the Subconsultant which correspond to those rights afforded to the VILLAGE against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the VILLAGE for use by the CONSULTANT.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Attention: Mr. Victor Herrera

BCC Engineering, LLC.

6401 SW 87 AVE Suite 200 Miami, FL 33173

Telephone: () 305-670-2350

Facsimile: () 305-670-2351

FOR VILLAGE:

Attention: Mr. Ralph Rosado, Village Manager

North Bay Village

1666 Kennedy Causeway, Suite 300

North Bay Village, FL 33166
T (305) 756-7171
F (305) 756-7722

WITH A COPY TO:

Village Attorney Daniel A. Espino, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, PL 2525 Ponce De Leon Boulevard,
Suite 700 Coral Gables, FL 33134

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the VILLAGE determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Broward County, Florida.

SECTION 25. GOVERNING LAW

This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 26. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 27. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 28. SEVERABILITY

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THIS AREA INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its VILLAGE Manager, attested to by its VILLAGE Clerk, duly authorized to execute same and by CONSULTANT by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

NORTH BAY VILLAGE



Elora Riera, Village Clerk



Ralph Rosado, Village Manager



Date: 11/6/2019

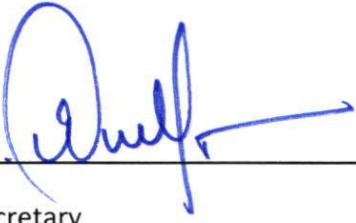
Approved as to form and legality
for the sole use and reliance of the
North Bay Village:



Weiss Serota Helfman Cole &
Bierman, PL
Village Attorney

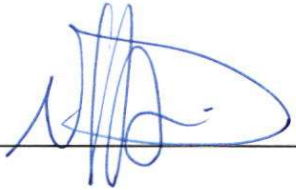
ATTEST:

CONSULTANT



Secretary

ARIEL MILLAN

By: 

Date: 10/30/19

WITNESSES:



Print Name: VANESSA ARANGO



Print Name: Maria Canal

EXHIBIT "A" (Project Agreement)

WORK ORDER No. (#) FOR PROFESSIONAL SERVICES

TO: (CONSULTANT)
(CONSULTANT'S ADDRESS)
(CONSULTANT'S PHONE NUMBER)

DATE:

North Bay Village authorizes the firm of (CONSULTANT) to provide engineering services for the Village generally described as (GENERAL DESCRIPTION OF SCOPE OF SERVICES). The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Final Agreement between (CONSULTANT) and North Bay Village dated (DATE), and the attached Proposal submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from CONSULTANT. The schedule requires the work to be performed within (DURATION) calendar days. The performance of services associated with this Work Order will be executed on a (METHOD OF COMPENSATION) with a not to exceed amount of \$(NEGOTIATED AMOUNT).

You are required by the Continuing Service Agreement to begin work subsequent to the execution of this Work Order, or as directed otherwise. If you fail to begin work subsequent to the execution of this Work Order, North Bay Village will be entitled to disqualify the Proposal, and revoke the award.

All limitations of time set forth in this Work Order are of the essence.

Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated (DATE) between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply.

Work Order is not binding until North Bay Village agrees and approves this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: (CONSULTANT)

WITNESSES:

SEAL:

BY: _____
NAME: _____
TITLE: _____

1. _____
2. _____

OWNER: North Bay Village

AUTHENTICATION:

BY: _____
NAME: Ralph Rosado
TITLE: Village Manager

BY: _____
NAME: Elora Riera
TITLE: Village Clerk

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN,
COLE, & BIERMAN, PL
TITLE: Village Attorney

EXHIBIT "B"

CONSULTANT'S BILLING RATE

<u>Job Classification</u>	<u>Rates</u>
Principal Engineer	\$185.00
Project Mgr.	\$192.85
Sr. Engineer	\$158.05
Project Engineer	\$121.00
CADD	\$83.40
GIS Specialist	\$105.00
Project Architect	\$147.00
Sr. Designer	\$108.00
Landscape Architect	\$125.60
Environmental Specialist	\$109.00
CEI Inspector	\$72.00
CEI Project Engineer Administrator	\$137.37
CEI Resident Compliance Specialist	\$75.00
Community Outreach Specialist	\$64.32
Clerical	\$41.33

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services, LLC, 2502 N Rocky Point Drive, Suite 400, Tampa, FL 33607. CONTACT NAME: USI Insurance Services, LLC. PHONE (A/C, No, Ext): 813 321-7500. FAX (A/C, No):. E-MAIL ADDRESS:. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Property Cas. Co. of America (NAIC # 25674), INSURER B: Travelers Property Cas. Co. of America (NAIC # 25674), INSURER C: Ace American Insurance Company (NAIC # 22667), INSURER D:, INSURER E:, INSURER F:.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (6801H47167A), B AUTOMOBILE LIABILITY (BA9E002595), B UMBRELLA LIAB (CUP9E570120), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (UB6H993877), C Professional Liability (G25663366006).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability coverage is written on a claims-made basis. RE: RFQ 2019-005, Contract for General Professional Engineering and Architectural Services Contract. The General Liability, Automobile Liability and Umbrella Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to North Bay Village, only when there is a written contract that requires such status, and only with regard to work performed on behalf of (See Attached Descriptions)

CERTIFICATE HOLDER: North Bay Village, 1666 Kennedy Causeway, Suite #300, North Bay Village, FL 33141. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

DESCRIPTIONS (Continued from Page 1)

the named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract.

EXHIBIT B

RFQ# 2023-001 Stormwater Improvements & Roadway Reconstruction Program Management Services

Non Mandatory Pre-Proposal Meeting – Zoom Meeting 10:00AM-10:39AM

Participants:

1. Angela Atkinson - NBV
2. Annabelle Rodriguez - NBV
3. Shahin Shafiq – M&J Engineering
4. Robert Zuccaro – KCI Technologies
5. Charles Moseley – Black & Veatch
6. Eduardo A Vego, CHA Companies
7. Angela Baron-Ruiz Consulting, Inc.
8. Lauren Voit – CHA Consulting
9. Omar Herrera – The Engineering Company
10. Georgio Tachiev
11. Peter Torres – CES Consultants
12. Arturo Burbano
13. Paula Cohen – The Engineering Company
14. Huntly Higgins – EAC Consulting, Inc.
15. Jovanna Minnery – Black & Veatch
16. Admarines Colon – KCI Technologies
17. Nicole Mallard – EAC Consulting
18. Jacquelibé Nurcia – EXP
19. Nicole Barnbett – EXP
20. Luciano Perera – CES
21. Juan Alfonso – CES
22. Pablo Gala – Black & Veatch
23. Sergies Duarte – Quest Corp. of America
24. Lynette Cardoch – Moffat & Nichol
25. Ed Santamaria – South Florida
26. Carlton Gillespie – KCI Technologies
27. Ralph Rosado - NBV
28. Delroy Peters - NBV
29. Dwest
30. Rachel Sak – CES
31. Michelle Edmiston – EXP
32. Robert Johnson
33. Derrick Lewis
34. Judeen Johnson – WSP
35. Carmen Olazabal
36. Mike Adefi
37. Papadopoulos