

EXHIBIT "B"



Budget Amendment Form

053
BA 0000 338

Department : ARPA	Date : 6/11/2024
Fund(s) to be changed: ARPA	

GL Account	GL Line Item	Project:	Transfer to:	Transfer from:
317.20.525.6531	SSES Evaluation Repairs	ARPA24-05 SSES Phase 3	\$ 219,469.00	
317.20.525.6532	SSES Evaluation Repairs HI & NBI	SI23-02		\$ 149,564.00
317.20.525.6531	SSES Evaluation Repairs	ARPA22-02		\$ 69,905.00
TOTAL (Columns must be equal)			\$ 219,469.00	\$ 219,469.00

Description:

Transfer ARPA funds from Project#SI23-02 & # ARPA22-02 SSES Evaluation Repairs and transfer to #ARPA24-05 SSES Phase 3.

RESOLUTION NO. 2024-053

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR PROJECT MANAGEMENT SERVICES RELATED TO PHASE 3 OF THE INFILTRATION AND INFLOW (I/I) REHABILITATION PLAN FOR THE VILLAGE'S SEWER SYSTEM EVALUATION SURVEY (SSES) (ALSO KNOWN AS THE SANITARY SEWER EVALUATION STUDY) IN AN AMOUNT NOT TO EXCEED \$219,469.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 29, 2021, the North Bay Village ("Village") Commission adopted Resolution No. 2021-058 authorizing the Village Manager to issue an amendment to Work Order 20-01 with Kimley-Horn and Associates, Inc. ("Kimley-Horn") to include the services of 300 Engineering Group, P.A. ("300 Engineering") as a subconsultant to perform the remaining items needed to complete the Village's pending 2012 SSES Cycle 2 Phase 3 deficiency rehabilitation work and the upcoming 2022 SSES Cycle 3 report which are required by the Miami-Dade County, including performance of the night flow testing, calculation of GPDIM and allowable Infiltration and Inflow ("INI") per basin, water consumption analysis, night flow isolation, smoke testing, and preparation of the Village's 2022 SSES Cycle 3 report; and

WHEREAS, on May 10, 2022, the Village Commission adopted Resolution No. 2022-038 authorizing the issuance of an additional work order relating to Phase 1 of the Infiltration and Inflow Rehabilitation Plan (the "I/I Plan") to Kimley-Horn to provide limited assistance associated with contract administration and addressing requests for information, and for 300 Engineering, as the subconsultant, to perform civil and environmental engineering services associated with the main pump station basin; and

WHEREAS, on April 18, 2023, the Village Commission adopted Resolution No. 2023-059 authorizing the issuance of a work order relating to Phase 2 of the I/I Plan to Kimley-Horn, including limited assistance associated with contract administration and address requests for information and for 300 Engineering, as the subconsultant, to perform civil and environmental engineering services associated with the three remaining pump station basins; and

WHEREAS, on December 12, 2023, the North Bay Village (“Village”) Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the “RFQ”) for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on May 1, 2024, with Ardurra Group, Inc. (the “Consultant”), formerly 300 Engineering, as one of the selected firms (the “Agreement”); and

WHEREAS, the Village will be conducting Phase 3 of the I/I Plan in order to implement lateral rehabilitation and replacement of the Village’s remaining two basins (Village Hall and South Treasure) (the “Project”); and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and the Consultant submitted a proposal to provide support services for the Project (the “Services”); and

WHEREAS, consistent with the Agreement previously entered into between the Village and Consultant, the Village and Consultant have negotiated a work order for the Services in the amount of \$219,469.00, attached hereto as Exhibit “A,” (the “Work Order”); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the Work Order to the Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the “Budget”); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, in order to provide the necessary funding for the Services and pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line-item transfers as further provided in Exhibit “B” attached hereto and incorporated herein; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A".

Section 3. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line-item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

Section 4. Implementation. That the Village Manager and Village 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. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Chervony who moved its adoption. The motion was seconded by Mayor Latham and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Yes</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>
Commissioner Rachel Streitfeld	<u>Yes</u>

PASSED AND ADOPTED on this 11th day of June 2024.

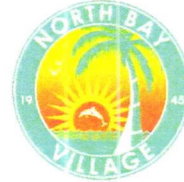
Brent Latham

Brent Latham, Mayor

ATTEST:

Alba L. Chang

Alba L. Chang, CMC
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Haydee Serota

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

Work Order No.: 1
Project No.: XXXXX
Project Name: I/I Rehabilitation – Phase 3
Consultant: Ardurra Group, Inc
Contract No.: RFQ 2023-005

WORK ORDER No. 01

Dated this day of , 20XX

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

I/I REHABILITATION – PHASE 3

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation (“VILLAGE”), and Ardurra Group Inc. (Ardurra), a full service engineering firm authorized to transact business in Florida (“CONSULTANT”), is pursuant to the RFQ 2023-005 Consultant Services Agreement dated May 1, 2024 and expiring on May 1, 2029 (“MASTER AGREEMENT”).

PROJECT DESCRIPTION

The VILLAGE’s wastewater collection system consists of approximately 30,000 L.F of gravity sewer mains, 143 manholes and four (4) pump stations/basins.

On October 4, 2020, the Miami-Dade Department of Regulatory and Economic Resources (RER-DERM) placed North Bay Village’s pump station basins under Temporary Moratorium (TM) status for non-compliance with the County’s I/I Criteria of 5,000 gallon per day-inch-mile (GPDIM) which establishes the maximum allowable limit of acceptable I/I. As a result, no certificate of use/occupancy, or municipal occupational license for any project that will increase sewage flows to a Basin or Sub-basin placed under TM status was allowed until the Village performs all required improvements, repairs, or upgrades to bring the Basins and Sub-Basins into compliance.

This Task Order is a continuation of the SSES Plan of Compliance and Rehabilitation initiated by 300 Engineering Group (now a company of Ardurra). CONSULTANT has assisted the VILLAGE by providing a systematic plan to bring the VILLAGE’s basins into compliance with the County code, in order to facilitate development and satisfy the RER/DERM requirements for I/I compliance. To date, CONSULTANT has assisted the VILLAGE to bring two (2) out of (4) basins into compliance (OK Moratorium Status).

- PS Main Basin: OK Status (Completed)
- PS Hispanola Basin: OK Status (Completed)
- PS South Treasure Basin: TM Status (Pending completion corrective action & additional repairs)
- PS Village Hall Basin: TM Status (Pending completion corrective action & additional repairs)

The I/I Rehabilitation Status for the pending basins has resulted in substantial flow reductions, as shown below:

Basin	Pre-Rehab I/I Flow (GPM)	Post-Rehab I/I Flow (GPM)	Percent Reduction	Pending Flow reduction (GPM) to achieve <5,000 GPDIM
South Treasure	165	101	39%	65
Village Hall	476	202	58%	109

Task Order No. 1 will allow CONSULTANT to continue assisting the VILLAGE with the required rehabilitation work to tackle the remaining I/I issues.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit to this Work Order. The schedule shall be prepared in Microsoft Project and shall include the Consultant's best estimate as to the project start date.

Within 10 business days after receiving the Notice to Proceed and prior to beginning work, the CONSULTANT shall submit a final project schedule to the VILLAGE for approval. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting

process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- Florida Department of Transportation (FDOT)
- Miami Dade County Department of Regulatory & Economic Resources (RER)

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 – Project Management Services & Coordination Meetings

- Provide general oversight of the project including management of CONSULTANT Staff
- Provide assistance to the VILLAGE in coordinating with RER/DERM, as well as in meeting the expectations of the Consent Agreement
- Prepare and attend kick-off meeting to be held either at the VILLAGE's offices or via online web conference, with representatives from the VILLAGE. The purpose of this meeting will be to allow key project personnel and the VILLAGE staff to confirm objectives of this task authorization, review the schedule, discuss planned execution of the project, and identify additional information to be provided by the VILLAGE
- Attend bi-weekly meeting with SSES Rehab Contractor(s). For the purpose of estimating level of effort, eight (8) meetings have been budgeted
- For each meeting conducted under this task authorization, CONSULTANT will prepare an agenda, summarize the meeting discussion, and prepare meeting minutes
- Develop one (1) project baseline schedule
- Monthly Progress Reports will be prepared each month and issued to the VILLAGE with the monthly invoice

Deliverables: The following deliverables shall be provided under Task 1:

- Project Schedule (One (1) baseline schedule)
- Monthly Progress Report (Seven (7) total)
- Meeting Agenda & Minutes for Kick-off and Coordination Meetings (Nine (9) total)

Task 2 – Night Flow Testing & GPDIM Calculations

- CONSULTANT will perform Night Flow measurements at the two (2) sewer pump stations pending compliance
- To establish compliance with the County's 5,000 GPDIM standard, night flow data will be measured during three (3) consecutive days, within the hours of 1:00 am and 5:00 am, during the designated wet season months (June 1st – November 30th) and during days of the month when high tide is set to occur within +/- two hours of the designated nighttime hours
- VILLAGE staff shall accompany CONSULTANT to open the pump stations, wet well hatch and operate pumps
- VILLAGE shall assist with cleaning of Village Hall Wet Well (to be performed by Contractor) prior to Flow Testing
- Field Inspection forms and a Field Flow measurement summary table will be completed for each of the studied sewer pump stations. To comply with Health & Safety requirements, two (2) CONSULTANT staff members will attend to the following pump station sites:
 - PS 23-0002 – Village Hall

- PS 23-0004 – South Treasure

Task 2.1: Flow Meter Installation & Village Hall Wet Well Cleaning

- In order to subdivide Basin Village Hall into sub-basins, a combination of flow meters and “rate-of-rise” flow testing method will be performed. Flow meters will be installed in MHs 146 and 144.3 (by Envirowaste), as shown in Figure 1 below, while simultaneously performing field flow testing at the Village Hall PS wet well.



- Pursuant to Section 24-42.2(2) of the Miami-Dade County Environmental Protection Code, the maximum allowed I/I in the collection system is 5,000 gallons per day per inch pipe diameter mile (GPDIM). Using the sanitary sewer collection system information from the Village’s GIS data and the Flow measurements obtained in Task 3, CONSULTANT will calculate the allowable limit of I/I in the Town’s sanitary sewer system. Additionally, CONSULTANT will utilize this data to properly determine the existing GPDIM and whether or not the collection systems of the pending two (2) sewer basins are in compliance with regulatory requirements
- CONSULTANT will analyze water consumption records (for a one month period) in the Village and compare these with the wastewater flow production in the Village’s sewer basins
- Based on the water consumption records, CONSULTANT will perform an RER/DERM approved estimate of I/I
- A meeting will be scheduled to discuss and evaluate accuracy of water consumption records and Utility water billing

Deliverables: The following deliverables shall be provided under Task 2:

- Field Forms (in electronic format). One (1) field form per pump station, per day, for a total of six(6) field forms
- Field Inspection Photographs & Videos
- Pump Station Flow summary table (in GPM and GPD)
- Table showing GPDIM calculations for allowable I/I and existing GPDIM for each basin

Task 3 – Private-side Sewer Lateral Compliance Assistance

- CONSULTANT will assist the VILLAGE in following up with property owners who received a notification of smoke defect
- CONSULTANT will verify observable defects located in the private side and assist with coordinating corrective action through VILLAGE Code Enforcement and/or RER-DERM
- CONSULTANT will develop educational fact sheets for multi-family buildings and other private properties on illicit connections to the sewer system
- CONSULTANT will assist the VILLAGE in developing a Private Lateral Policy
 - Conduct an initial assessment of the VILLAGE's existing policies related to wastewater management. Identify gaps, challenges, and opportunities for improvement in the current policy framework.
 - Ensure alignment with regulatory standards while developing new or revised policies
 - Private Lateral Inspection and Repair Programs: Develop a policy framework for private lateral inspection and repair programs, outlining requirements for property owners to address potential sources of I/I. Establish guidelines for mandatory inspections, repair standards, and compliance timelines
 - Incentive Programs: Explore and develop incentive programs to encourage private property owners to voluntarily adopt I/I reduction measures. Evaluate potential financial incentives, grants, or other rewards to promote compliance with the new policies
 - Integration with Existing Programs: Ensure alignment and integration of the new policies with existing stormwater management, sewer rehabilitation, and environmental sustainability initiatives. Minimize duplication of efforts and streamline policy implementation
 - Collaborate with the VILLAGE to review and refine the drafted policies, ensuring compliance with legal standards and potential challenges. Facilitate the approval process through relevant Commission meetings, as applicable
 - Develop a detailed implementation plan outlining the phased rollout of the new I/I policies. Identify key milestones, responsible parties, and monitoring mechanisms.
 - Prepare comprehensive documentation of the adopted policies, including policy texts, implementation plans, and related materials

Deliverables: The following deliverables shall be provided under Task 3:

- Updated private lateral defect tracking sheet (in electronic format)
- Private Lateral Inspection and Repair Policy (Draft)
- Policy Adoption Workshop (Agenda and Meeting Minutes)

Task 4 – CCTV Management and Construction Administration & Inspection Services

- CONSULTANT will consult advise the City and act as its representative during the pending I/I investigation & repairs identified

- CONSULTANT will monitor and inspect all activities related to the Contractor's cleaning and CCTV of the selected gravity mains and laterals to ensure compliance with the project Specifications
- CONSULTANT will be responsible for reviewing the video inspection recordings & making repair recommendations of the sewer lines & laterals that are cleaned and video inspected by the Contractor
- CONSULTANT will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) (unless otherwise specified in the Construction Contract Documents) or the safety precautions and programs associated with the work of Contractor(s).
- CONSULTANT will make site visit(s) at periods appropriate to the various stages of construction to inspect, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the Construction Contract Documents.
- CONSULTANT's efforts will be directed toward providing a greater degree of confidence for the Village that the completed work of Contractor(s) will conform to the Construction Contract Documents. CONSULTANT will provide construction quality control services during the course of construction to assure that the overall technical correctness of the construction phase services and that specified procedures are being followed and advise the VILLAGE on maintaining schedules.
- CONSULTANT will provide technical oversight over I/I repairs such as CIPP & Lateral rehabilitation/replacement along with on-site observation of contractor's repair procedures
- CONSULTANT will review the Contractor's Request for payment and make recommendations for payment to the VILLAGE
- CONSULTANT will provide ancillary field investigations necessary to supplement the I/I rehabilitation such as dye testing
- VILLAGE Operations Team will maintain wet well level for Village Hall Pump Station below the influent invert during flow testing
- Exhibit D includes a preliminary estimate of the pending repairs & investigation within Basins Village Hall & South Treasure. Upon further CCTV inspection, additional repairs not included in this estimate may be warranted

Deliverables: The following deliverables shall be provided under Task 4:

- Daily Field Inspection & Field Investigation forms (in electronic format)
- Repair Recommendations based on CCTV results

Task 5 – Smoke Re-testing

- As per RER/DERM requirements, CONSULTANT will conduct smoke re-testing to the NBV sewer collection system segments (within Basins Village Hall and South Treasure) where rehabilitation work was performed to ensure the correction defects found during the initial 2021 smoke testing. The services will be performed with a portable blower designed and built specifically for the use of smoke testing. The pipe sections and lengths shall not exceed the capacity of the blower to provide adequate smoke for testing. CONSULTANT shall not perform smoke re-testing on days that will hinder the results of the test (for example, when high winds, heavy rains, or excessively high groundwater levels would interfere with the effectiveness of the testing)
- CONSULTANT staff will record locations where smoke is observed. Smoke exfiltration may be caused by: structural damage in pipes, cross-connections with roof gutters, sewer cleanouts, leakage in laterals, area drains and stormwater drain cross-connections. For each

sewer line tested, the field forms will locate each point of smoke exfiltration detected. Typical methods to locate smoke leakage include: triangulate the defect with respect to the distance from two fixed objects (house corners, power poles, fire hydrant, etc.) and record on a location sketch; sub-meter GPS coordinates; or recording the distance from the upstream manhole to a point perpendicular to the defect, as well as the distance left/right to the defect

- Photographic record of these observations will be kept. Photographs of smoke evidence shall have a location indicated in the photograph using a defect flag where possible. Photographs shall be clearly cross-referenced to the field log indicating the location of the leak. Once the defect has been flagged, CONSULTANT's staff will snap a digital picture showing the smoke exiting from the defect, flag and physical features at or near the defect. Any defects identified during the smoke re-testing will be added to the CAP and targeted for rehabilitation. Notifications will be distributed by CONSULTANT before the smoke re-test is performed

Deliverables: The following deliverables shall be provided under Task 5:

- Field log with observations, sketches, and photographs documenting the Smoke Test procedure and results, in accordance with RER SSES guidelines
- List of required repairs and smoke defect forms, if applicable

Task 6 – Regulatory Reporting & Consent Agreement Coordination

- Once a basin is brought into compliance with RER-DERM criteria, CONSULTANT will prepare the required report for submittal to RER/DERM including updates to the corrective action work plan
- CONSULTANT will assist the VILLAGE in providing required coordination & documentation requested under the Draft Consent Agreement (CA) with Miami-Dade County, as related to I/I, including:
 - Budget Report for the rehabilitation work required for each Pump Station (PS) under Moratorium (Village Hall and South Treasure) per Exhibit B of the CA, within sixty (60) days of the effective date of the CA
 - Submit a detailed quarterly Basin Compliance Report of all sanitary sewer system improvements and the repairs implemented in Basin Village Hall, and Basin South Treasure, in accordance with the identified repairs listed in Appendix B of the CA. For the purpose of estimating the level of effort under this Task Order, three (3) quarterly reports have been included

Deliverables: The following deliverables shall be provided under Task 6:

- Signed and Sealed Regulatory Report updates (in PDF format)
- Budget Report on non-compliant basins for RER-DERM (one (1), in electronic format)
- Detailed Quarterly Basin Compliance Reports (three (3), in electronic format)

Task 7 – Contingency Allowance for Additional Services

This allowance is for items not identified in the original scope but associated with the project. CONSULTANT will provide "Additional Services" not addressed in this Work Order as requested and authorized by the VILLAGE. This allowance may cover items such as additional meetings and/or additional coordination not covered, public involvement or other items as directed by the VILLAGE. The use of this allowance will only be allowed after written approval from the VILLAGE.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to sites
- Requested information being made available by VILLAGE
- VILLAGE staff will be available to conduct meetings, as necessary
- VILLAGE staff to accompany CONSULTANT during Night Flow Measurement field work
- VILLAGE staff to operate pump station during Night Flow Measurement task
- CONSULTANT will not perform confined entry under this scope of work
- CONSULTANT will not perform surveying services under this scope of work
- CONSULTANT will not replace clean-outs or rain dishes as part of this scope of work
- Identification of other utilities is not included as part of this scope of work
- Additional services performed during the execution of the present scope of work, due to additional sewer system to be evaluated, will be invoiced under a separate task order
- Non-Solicitation of Employees and Independent Contractors and Covenant Not to Hire. The City agrees that they will not, directly or indirectly, initiate efforts aimed at the hiring of CONSULTANT's employees or independent contractors or solicit, hire, employ, recruit, CONSULTANT's employees or independent contractors, without the prior written approval of CONSULTANT's until after three (3) years from the effective date of this Agreement
- CONSULTANT cannot guarantee compliance with RER-DERM I/I criteria due to the major contribution of private-side I/I into the VILLAGE's collection system. However, CONSULTANT will work with the VILLAGE and RER-DERM to find practical solutions & pathways to assist the VILLAGE in attaining compliance with the County's I/I criteria
- CONSULTANT is relying on water meter flow records, which are assumed to be accurate, for the water consumption credit on Task 2 Night Flow Analysis.
- In consideration of this Task Authorization, access to data and information sources is made available to CONSULTANT. CONSULTANT shall comply fully with all security procedures and shall not divulge to third parties all confidential Data Information obtained from the VILLAGE in the course of performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the VILLAGE. CONSULTANT shall not be required to keep confidential information or material that is publicly available through no fault of CONSULTANT, material that CONSULTANT developed independently without relying on the state's or Village's confidential information, or material that is otherwise obtainable under State Law as a public record

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the AGREEMENT. The VILLAGE, as indicated in the AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 6 within 240 days of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the

VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 – Project Management Services & Coordination Meetings	\$15,480.00
Task 2 – Night Flow Testing & GPDIM Calculations	\$14,760.00
Task 2.1 – Flow Meter Installation & Village Hall Wet Well Cleaning	\$16,975.00
Task 3 – Private-side Sewer Lateral Compliance Assistance	\$33,740.00
Task 4 – CCTV Management and Construction Administration & Inspection Services	\$81,692.00
Task 5 – Smoke Re-Testing	\$12,270.00
Task 6 – Regulatory Reporting & Consent Agreement Coordination	\$26,430.00
Task 7 – Contingency Allowance	\$18,122.00
Reimbursable Expenses	\$0.00
Grand Total	\$219,469.00

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters

Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE

Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Paola Davalos

Ardurra Group, Inc
1000 NW 57th Ct, Suite 800, Miami, FL 33126
Email: padavalos@ardurra.com
Phone: 786-873-5200

SIGNATURE PAGE
NORTH BAY VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

By: Marlon Lobban

Marlon Lobban
Village Public Works Director

This Work Order approved pursuant to [check one and initial]:

_____ Manager Purchasing Authority (\$36.25 Village Code)

_____ Resolution No. _____

By: _____

Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____

Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____

Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

ARDURRA GROUP, INC

[Witness print/type name]

[Print Name, check title]

- President Vice President
- Authorized Signatory (Please provide corporate authorization)

[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

Secretary

[Print Name]

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public
(Print, Stamp, or Type as Commissioned)

___ Personally known to me; or

___ Produced identification (Type of Identification: _____)

___ Did take an oath; or

___ Did not take an oath

Work Order No.: 1
Project No.: XXXXX
Project Name: I/I Rehabilitation – Phase 3
Consultant: Ardurra Group, Inc
Contract No.: RFQ 2023-005

Exhibit A – Work Break Down Fee Schedule



North Bay Village
RFQ 2023-005 - Work Order No. 1
I/I REHABILITATION - PHASE 3



Proposed Fee Schedule
Appendix A

Task	Rate, \$/Hr								Fee Breakdown	Subtotal	Remarks
	Principal \$280.00	Project Manager \$235.00	PIO/Communication Manager \$200.00	Construction Manager \$175.00	GIS Specialist \$127.00	Designer \$135.00	Inspector \$125.00	Total Hours			
1 Project Management Services & Coordination Meetings	2	52	0	0	0	20	0	74	\$15,480.00	\$15,480.00	
2 Night Flow Testing & GPDIM Calculations	1	8	0	24	0	40	24	97	\$14,760.00	\$14,760.00	
2.1 Flow Meter Installation and Village Hall Wet Well Cleaning	0	0	0	0	0	0	0	0	\$0.00	\$16,975.00	LS for Envirowaste Flow Meter Installation
3 Private-side Sewer Lateral Compliance Assistance	2	30	24	20	0	58	80	214	\$33,740.00	\$33,740.00	
4 CCTV Management and Construction Administration & Inspections Services	2	40	0	120	16	120	260	558	\$81,692.00	\$81,692.00	
5 Smoke Re-testing	0	6	0	0	0	36	48	90	\$12,270.00	\$12,270.00	
6 Regulatory Reporting & Consent Agreement Coordination	2	54	0	0	40	60	0	156	\$26,430.00	\$26,430.00	
7 Contingency Allowance	1	20	0	0	16	36	50	123	\$18,122.00	\$18,122.00	
Total (Hours)	10	210	24	164	72	370	462	1312			
Sub-Total Labor Fee									\$202,494.00	\$219,469.00	
ODC's (Mileage, Reproduction & Reimbursable) (See Appendix B)										\$0.00	
Sub-Total Labor Fee/ODC										\$219,469.00	
Total Project Cost (Labor/ODC)										\$219,469.00	
% Utilization	0.76%	16.01%	1.83%	12.50%	5.49%	28.20%	35.21%	100.00%			
Total (\$)	\$2,800.00	\$49,350.00	\$4,800.00	\$28,700.00	\$9,144.00	\$49,950.00	\$57,750.00	\$0.00		\$219,469.00	



2170 W. State Road 434 - Suite 330
 Longwood, FL 33823
 Office: 877-637-9665

Proposal / Agreement

City Hall Pump Station 79 St

Date: 5/25/2024
 Customer Name: Ardurra
 Customer Billing Address: 8600 NW 17 Street
 City Doral State FL. ZIP 33126
 Contact Person: Paola Davalos
 Contact Phone: 786 873 5200
 Contact Person Email: Padavalos@300eng.com
 Customer Contract #: _____
 Job Reference Name: North Bay Village City Hall PS Flow monitoring

In accordance with your request, we are pleased to submit the following proposal:

Item #	Description	Unit	Qty	Unit Price	Extended Price
1	Flow meter installation and removal (1 - 30 day minimum)	MON	2	\$7,000.00	\$14,000.00
2	Mobilization fee if location is not accessible	EA	1	\$500.00	TBD
3	Vactor service (4 Hr minimum)	HR	4	\$300.00	TBD
4	QA meters if service/reading is interrupted due to blockage	EA	1	\$500.00	TBD
5	Perform wet well cleaning at City Hall P.S.	LS	1	\$2,625.00	\$2,625.00
6	Sludge disposal at County facility	EA	1	\$350.00	\$350.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
					\$16,975.00

SCOPE OF WORK DESCRIPTION:

Perform installation of meter/logger and monitor sanitary sewer flow on two influent lines leading to City Hall P.S.

All quotes/prices are valid for 30 days of acceptance of this proposal by the Customer. After 90 days EWSG reserves the right to adjust the price.

EXCEPTIONS / INCLUSIONS:

- EWSG is to be supplied adequate access to site / MOT (other than cones around our equipment) if required.
- Water supplied by others.
- Mobilization will be charged if we are not able to complete our work due to conflicts by others (\$500.00/day)
- Final DERM reports by others
- _____
- _____

We have submitted this proposal in good faith, under the assumption the information provided is accurate and the descriptions and scope and intentions of this project are accurate. We reserve the right to modify this proposal if the conditions vary widely. The pricing is submitted under the assumption the job will be completed, as whole. Additional mobilizations for stoppages beyond our control will be

negotiated.

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by EWSG for the Customer. EWSG will always follow Customer's instructions both verbal and written.

Customer Provided Labor: Where the Customer provides labor for EWSG, the Customer will indemnify EWSG for liability, loss or expense for work related injuries to those laborers not provided by EWSG. The Customer agrees to waive all rights to subrogation against EWSG arising out of the work in the Agreement.

Customers Responsibilities: Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If EWSG cannot continue its work due to circumstance caused or allowed by Customer and of which EWSG was not apprised prior to starting the work, an hourly fee will be charged.

Damage Limitations: Under no circumstances will EWSG be responsible for indirect, incidental or consequential damages. EWSG also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: EWSG will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers or the use of fire hydrants) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of EWSG's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions on the job site.

Environmental Conditions: The debris is represented to EWSG to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

Indemnification: The Customer and EWSG will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify EWSG for liability, loss and expense resulting from EWSG's services if EWSG is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

Limitation of Liability: Notwithstanding anything herein to the contrary, EWSG's liability arising under this agreement or relating to this work shall not exceed the aggregate amounts paid by Customer to EWSG under this agreement. The foregoing sentence is the entire liability and obligation of EWSG with respect to any liability hereunder, including, without limitation, incidental, special, consequential, punitive, aggravated, exemplary, liquidated or delay damages.

Payment Terms: Company will invoice Customer monthly or upon completion of the scope of services. Customer's payment terms will be in US Dollars and paid in full thirty (30) days after invoice date. In addition to any other remedy available to Company for late payments, Customer will be obligated to pay Company interest for fees and charges not paid within 45 days from invoice date at the compounded interest rate of 1-1/2% per month or the maximum allowed by law, whichever is less for each month (or partial month), calculated from the date such payment was due until the date paid. Customer will be responsible for any costs, including attorney's fees, incurred by the Company in collecting any past due amounts under this Agreement.

Sectional Installation: Customer acknowledges the installation of a Sectional Liner for the purpose of rehabilitating a damaged pipeline does not guarantee additional repair work will not be required even with proper installation. Should it be determined additional repair work will be required EWSG will provide additional services as agreed upon with the Customer. Such costs for additional services will be born by the customer and agreed upon in writing prior to the initiation of additional work.

Entire Agreement: This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by EWSG of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

CUSTOMER APPROVAL

EnviroWaste Services Group, Inc.

Customer Signature

Submitted by

Printed Name & Title

Mike Garcia

Printed Name & Title

DATED

5/25/2024

DATED

Work Order No.: 1
Project No.: XXXXX
Project Name: I/I Rehabilitation – Phase 3
Consultant: Ardurra Group, Inc
Contract No.: RFQ 2023-005

Exhibit B – Location Map



Shores Tennis



Blair

Norman

934

N Bay Cswy

79th Street Cswy

North Bay Village Police Station

Treasure Island Elementary

North Bay Village

North Bay Village

Paul Vogt Park

East Dr

North Bay Village

79th Street Cswy

N Bay Cswy

W. Swickard Dr

W. Swickard Dr

W. Swickard Dr

W. Swickard Dr

W. Swickard Dr

W. Swickard Dr

W. Swickard Dr

W. Swickard Dr

W. Swickard Dr

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Work Order No.: 1
Project No.: XXXXX
Project Name: I/I Rehabilitation – Phase 3
Consultant: Ardurra Group, Inc
Contract No.: RFQ 2023-005

Exhibit C – Project Tentative Schedule

ID	Task Name	Duration	Start	Finish	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Ma
0	I/I Rehabilitation - Phase III	192 days	Tue 6/4/24	Wed 2/26/25										
1	1. Project Management Services & Coordination Meetings	192 days	Tue 6/4/24	Wed 2/26/25										
2	2. Night Flow Testing & GPDIM Calculations	17 days	Thu 6/6/24	Fri 6/28/24										
3	3. Private-side Sewer Lateral Compliance Assistance	111 days	Mon 7/1/24	Mon 12/2/24										
4	4. CCTV Management and Construction Administration & Inspection Services	115 days	Mon 7/1/24	Fri 12/6/24										
5	5. Smoke Re-testing	6 days	Mon 12/9/24	Mon 12/16/24										
6	6. Regulatory Reporting & Consent Agreement Coordination	152 days	Tue 6/4/24	Wed 1/1/25										



Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			