

RESOLUTION NO. 2023-010

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO BCC ENGINEERING, LLC FOR THE DEVELOPMENT OF A BASIS OF DESIGN REPORT; PREPARATION OF 60%, 90%, AND FINAL DESIGN DOCUMENTS; AND THE PROVISION OF RELATED SERVICES FOR THE NORTH BAY ISLAND STORMWATER PUMP STATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$275,415.83; AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (“Village”) issued Request for Qualifications No. 2019-005 (the “RFQ”) for continuing professional engineering services (the “Services”); and

WHEREAS, pursuant to the RFQ, the Village Commission selected BCC Engineering, LLC (the “Consultant”) as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with the Consultant (the “Agreement”); and

WHEREAS, the Village’s Public Works Department desires to utilize the Services of the Consultant for the North Bay Island Stormwater Pump Station Improvements Project (the “Project”), which Project requires the development of a basis of design report (BODR); preparation of 60%, 90%, and final design documents; permitting assistance; and limited post-design services; and

WHEREAS, the Consultant has provided a proposal (the “Proposal”), attached hereto as Exhibit “A,” to perform the Services for the Project in the amount of \$275,415.83; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order for the Project consistent with the Proposal attached hereto as Exhibit “A” and the Agreement previously entered into between the Village and the Consultant in an amount not to exceed \$275,415.83; and

WHEREAS, on September 29, 2022, the Village Commission adopted Resolution No. 2022-2022-79 approving the budget for fiscal year 2022-2023 (the “Budget”); and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, 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 a work order to the Consultant for the Project consistent with the Proposal attached hereto as Exhibit “A” and the Agreement previously executed in an amount not to exceed \$275,415.83.

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 Commissioner Streitfeld and upon being put to a vote, the vote was as follows:

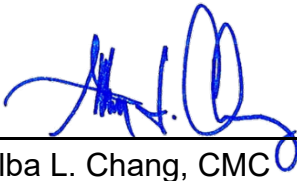
Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Yes</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>
Commissioner Rachel Streitfeld	<u>Yes</u>

PASSED AND ADOPTED on this 10th day of January, 2023.



Brent Latham, Mayor

ATTEST:



Alba L. Chang, CMC
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 007

DATED THIS _____ DAY OF _____, 2022

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT**NORTH BAY ISLAND STORMWATER PUMP
STATION IMPROVEMENTS****PROFESSIONAL SERVICES**

This Work Order is between North Bay Village, a Florida municipal corporation ("VILLAGE"), and BCC Engineering, LLC. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 6, 2019, and expiring on November 6, 2023.

PROJECT DESCRIPTION

This Work Order (WO) is intended to supplement the initial scope of work included as part of WO 003, dated May 26, 2020, which had a total fee of \$124,908.40 and a remaining balance of \$77,112.33. A copy of the original scope of work is provided in **Exhibit A**. The intent of this Work WO is to replace WO 003 to incorporate the latest data and implement the recommended improvements set forth in the Stormwater Master Plan (SWMP) report adopted by the VILLAGE Commission on June 20, 2022. It should be noted that the WO 003 scope of work focused on rehabilitation efforts of the existing pump station, while this WO shifts the objective of the project to the design of a new pump station system that will replace the existing pump system and will include construction of additional stormwater infrastructure to convey runoff to the pump station.

As part of this WO, the CONSULTANT will continue acting as the Civil Engineering consultant for VILLAGE. This includes preparing an updated basis of design report (BODR) that incorporates the latest information from the SWMP, including hydrologic & hydraulic (H&H) model files, storm sewer survey information, and conceptual exhibits. New data from the SWMP will be utilized to address stormwater management on North Bay Island, specifically focusing on existing flooding conditions in the southeast (SE) corner of the Island. The project is intended to implement the principal improvements that are outlined in the SWMP for the Phased Implementation approach of North Bay Island. More specifically, this project/amendment will focus on obtaining necessary survey/geotechnical data, designing the new pump station system, outfall culvert, energy dissipator structure, applicable seawall replacement, a portion of the upstream stormwater conveyance system, and conducting applicable permitting activities. Roadway raising will not be included as part of this project/amendment. This is due in part to the limited amount of available funding.

It is understood that the VILLAGE has obtained a grant from the Florida Department of Environmental Protection (FDEP) to fund the upgrade/replacement of the existing pump station. The grant funding is only applicable through June 30, 2024, and construction must be completed by then. This scope of services will provide an updated BODR; 60%, 90%, and final design documents; permitting assistance; and post-design services

This WO amendment will be an integral part of the Continuing Professional Engineering Services Agreement (RFQ No. 2019-05) between the VILLAGE and the CONSULTANT.

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 of this task order. The schedule shall be prepared in Microsoft Project and shall utilize an estimated Notice-to-Proceed (NTP), based on the best available information. **Exhibit B** outlines the project's tentative schedule with a total duration of 16 months from NTP, including eight (8) months of post-design services.

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. 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:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACE)
- 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:

CONSULTANT will provide engineering services to the VILLAGE to gather the necessary data to conduct an evaluation and analysis of the stormwater management system improvements. The work will consist of gathering supplemental survey for topographic data along and within the right-of-way (R/W), existing utilities within the project limits, legal descriptions and sketches for new drainage easements, and soft digs to identify the size, type, and depth of existing utility crossings. CONSULTANT will utilize data provided by the VILLAGE and data obtained through the SWMP project during the execution of services.

Using the data and supplemental survey data, CONSULTANT will evaluate and refine the H&H model for the capital improvement plan (CIP) recommendations outlined in the SWMP to resolve the existing flooding within the SE corner of North Bay Island. An updated draft BODR will be prepared to summarize the results of the data collection, modeling, and analysis effort. Schematic (30%) design documents will be prepared and presented in the BODR for the recommended alternative. Following the VILLAGE's acceptance of the BODR, the CONSULTANT will proceed with the preparation of construction documents and permitting activities.

The Scope of Work is comprised of the following essential tasks:

- Task 1 – Project Coordination & Data Collection
- Task 2 – Hydraulic & Hydrologic (H&H) Modeling & Basis of Design Report (BODR)
- Task 3 – Development of 60% Design Documents
- Task 4 – Development of 90% Design Documents
- Task 5 – Permitting
- Task 6 – Development of Final Design Documents
- Task 7 – Limited Post-Design Services

Task 1 – Project Coordination & Data Collection

As part of this task, the CONSULTANT will attend eight (8) monthly progress meetings to provide general project coordination and work planning. During these meetings, the status of all ongoing tasks and VILLAGE reviews will be discussed. The CONSULTANT will prepare and distribute meeting minutes for each progress meeting.

This task also includes survey work to collect additional data, which will be initiated following a discussion with the VILLAGE. WO 003 allocated a fee of \$7,500.00 to perform necessary survey work to rehabilitate the existing pump station. The additional survey work required as part of this WO for a new stormwater pump is estimated to be \$18,600.00 (total of \$26,100), which includes capturing additional topographic data, locating existing utilities, performing a bathymetric survey at the seawall, conducting 15 soft digs throughout the project limits, and developing legal descriptions and sketches for two drainage easements. A detailed scope of work and the additional surveying cost from Premiere Design Solutions, Inc. (PDS) is provided in **Exhibit C**. WO 003 also allocated \$7,500.00 to perform the required electrical design work to modify the existing control panel. The additional electrical work required as part of this WO, which includes designing a new stormwater pump panel and providing power feed, is estimated to be \$7,000.00 (total of \$14,500.00). A detailed scope of work and cost from Smith Engineering, Inc (SEC) for the additional electrical design services is provided in **Exhibit D**.

Moreover, this task includes geotechnical services to obtain geotechnical data to provide evaluations and recommendations for use in foundation design and site preparation. WO 003 allocated \$5,080.00 to conduct geotechnical services. No additional geotechnical services are required for the design of the proposed pump. The required geotechnical services have not changed, and thus the original fee is maintained. A detailed scope of work and cost from Universal Engineering and Testing (UES) for geotechnical services is provided in **Exhibit E**.

Deliverables:

- Monthly Project Status Reports thru completion of the project (electronic)
- Survey Scope and associated work products (electronic)
- Geotechnical Scope and associated work products (electronic)

Task 2 – Hydraulic & Hydrologic (H&H) Modeling and Basis of Design Report (BODR)

The CONSULTANT staff will utilize the supplemental survey data and the latest SWMP H&H model files to refine the CIP alternative for North Bay Island. The results of the modeling will determine the amount of runoff to be disposed of under various storm events as well as the infrastructure that must be constructed to handle the anticipated volume of stormwater. The infrastructure improvements will be designed to meet the 5-year, 24-hour, and 100-year 72-hour design storm flood protection level of service (FPLOS).

Using feedback provided by VILLAGE staff, the CONSULTANT will adjust model inputs and assumptions prior to conducting the final analysis. Based on the results of the modeling scenario, the design will be assessed in further detail. Following completion of the modeling effort, the CONSULTANT staff will open a design ticket to assess the potential utility conflicts associated with the proposed design.

CONSULTANT staff will prepare a draft BODR summarizing the results of the data collection, the H&H modeling, design analysis, and the CONSULTANT's opinion of probable construction cost. The BODR will also present the conceptual schematic design for the preferred solution. It is anticipated that the schematic design will include the following sheets:

- Cover Page – 1 Sheet
- Plan Sheet (Stormwater Pump Station) - 2 Sheets

Following receipt of comments, CONSULTANT staff will incorporate VILLAGE feedback and prepare the final BODR report.

Deliverables:

- Model Input Files (electronic)
- Modeling Results and Files (electronic)
- Draft BODR (1 electronic copy and 2 bound hard copies)
- Final BODR (1 electronic copy and 2 bound hard copies)
- Design Ticket Documentation

Task 3 – Development of 60% Design Documents

The CONSULTANT staff will develop the detailed design of 60% plans and specifications. The updated survey data will be incorporated into the Civil and Electrical drawings to reflect actual field conditions. The 60% design submittal will include the following:

- Cover Page
- General Notes
- Plan Sheets – Plan Sheets for Stormwater Pipes and Outfall (including identified utility conflicts and relocations)
- Plan Sheets – Stormwater Pump Station and Valve vault plan view, cross sections, and details
- Plan Sheets – Electrical with Load schedule, Panel, and Riser Diagrams
- Civil Detail Sheets
- Electrical Detail Sheets

The CONSULTANT will retain Smith Engineering Consulting, Inc. (SEC) to perform the electrical design services associated with the pump station design. SEC scope and fee are included in **Exhibit D**.

Coordination to address any conflicting utilities will be completed under this task to finalize the pipe layout and minimize changes during 90% design. Assistance will be requested from VILLAGE Staff, as needed, to attend meetings with Utility Owners. One review meeting will be held with VILLAGE staff to review the 60% Design Documents and obtain their comments. A comment disposition memo will be prepared and submitted with the 90% documents to track the disposition of VILLAGE-provided feedback.

Deliverables:

- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF format
- Two hard copies bound 8 ½ by 11 specifications with one electronic copy in PDF format
- Two hard copies bound 8 ½ by 11 cost estimates with one electronic copy in PDF format
- Two hard copies bound 24x36 signed and sealed survey, and one electronic signed and sealed copy in PDF format and native AUTOCAD DWG, file format version, 2016 or newer

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Task 4 – Development of 90% Design Documents

The CONSULTANT staff will advance the 60% design documents to a 90% stage. Comments from the 60% design submittal will be incorporated, and the drawings will be finalized and prepared for submission to the VILLAGE for review and approval prior to submittal to permitting agencies. One meeting is planned with VILLAGE staff to review the 90% submittal. Comments provided by staff will be incorporated into the final drawings.

Deliverables:

- 60% Design Document VILLAGE Comment Disposition Memo
- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF
- Two hard copies bound 8 ½ by 11 specifications with one electronic copy in PDF
- Two hard copies bound 8 ½ by 11 cost estimates with one electronic copy in PDF

Task 5 – Permitting

The CONSULTANT staff will attend permit coordination meetings and prepare permit applications, including required attachments such as reports and signed and sealed drawings, to obtain permits from the following agencies:

- Miami Dade Department of Regulatory and Economic Resources (RER)
- South Florida Water Management District (SFWMD)
- United States Army Corps of Engineers (USACE)

Payment of application and permit fees shall be the sole responsibility of the VILLAGE. The CONSULTANT staff will request checks from the VILLAGE prior to the submittal of permit applications to cover any associated fees.

Deliverables:

- Completed RER permit application and required attachments
- Completed SFWMD permit application and required attachments
- Completed USACE permit application and required attachments

Task 6 – Development of Final Design Documents

The CONSULTANT staff will advance the 90% design documents to a final stage. Comments from the 90% design submittal will be incorporated, and the drawings will be finalized and prepared for submission to the VILLAGE. One meeting is planned with VILLAGE staff to review the final submittal. A final Engineer's Opinion of Probable Construction Cost will be provided to the VILLAGE.

Deliverables:

- 90% Design Document VILLAGE Comment Disposition Memo
- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF
- Two hard copies bound 8 ½ by 11 specifications with one electronic copy in PDF
- Two hard copies bound 8 ½ by 11 cost estimates with one electronic copy in PDF

Task 7 – Limited Post-Design Services

The CONSULTANT staff will attend, record, and prepare minutes for the pre-construction meeting, which will be submitted to the VILLAGE for review. CONSULTANT will assist the VILLAGE in addressing contractor questions and assist the VILLAGE in selecting the lowest responsible bidder.

As part of this task, the CONSULTANT will also review all shop drawings, product data, cut sheets, and other applicable submittals within seven (7) business days of receipt of the submittal to determine compliance with the drawings and specifications. This also includes the review, evaluation, and acceptability of substitute materials, products, or equipment proposed by the Contractor. In addition, the CONSULTANT will provide written responses for a total of twenty (20) RFIs within seven (7) business days to the VILLAGE.

Also included in this task are periodic site visits for the purpose of determining general compliance with approved project drawings, plans, and specifications. A total of twelve (12) site visits are estimated for a construction period of twelve (12) months. CONSULTANT will also review as-built drawings provided by the Contractor, provide written comments, and recommend submittals actions to the VILLAGE. In addition, the CONSULTANT will review the Contractor's change order requests and claims and provide recommendations and cost evaluations to the VILLAGE.

The CONSULTANT will attend one (1) punch list inspection to identify deficiencies that must be corrected prior to the final completion of the project. A list of items will be prepared and submitted to the VILLAGE. No reinspection of the work is included under this task. The CONSULTANT will submit the project certification letter signed by the EOR to the VILLAGE. The CONSULTANT will produce record drawings based on the certified as-built survey to be performed by the Contractor's Professional Land Surveyor and provide final CAD files and PDF to the VILLAGE.

Deliverables:

- Pre-construction meeting agenda, minutes, and recording
- Two hard copy bound 11 x 17 as-built sets with one electronic copy in PDF
- CAD and PDF files of record drawings/as-builts

PROJECT ASSUMPTIONS

1. VILLAGE shall provide all available data applicable to this project.
2. VILLAGE shall provide existing electronic GIS files, if available. It is the CONSULTANT's responsibility to verify accuracy.
3. The CONSULTANT will not collect necessary additional data (i.e., LiDAR, seawall survey, etc.) identified during the data gap analysis.
4. The CONSULTANT will not perform hydrologic/hydraulic modeling of improvement projects.
5. The CONSULTANT will not obtain permits from the following agencies
 - U.S. Coast Guard (USCG)
 - North Bay Village Building Department
 - Health Department
 - Miami Dade County Water and Sewer Department (WASD)
6. The VILLAGE shall pay regulatory fees related to plan review, permit issuance, re-work, printing, and time extensions beyond the CONSULTANT's control.

7. The CONSULTANT will not obtain Site Plan approval, and platting are not included in this proposal.
8. The CONSULTANT will not perform title searches of viable parcels to implement the project.
9. The CONSULTANT will not perform the following services are not included in this proposal:
 - Environmental Site Assessment (ESA)
 - Irrigation design services
 - Landscape design services
 - Lighting or Photometric designs services
 - Materials Testing
 - Mechanical and Plumbing Plans
 - Traffic Signalization, Traffic Studies, MOT, and Zoning assistance
 - Community Outreach, Stakeholder Coordination, or Public Meetings
 - Full onsite inspection services.
10. The CONSULTANT will not perform any work related to utility relocation, and design of any kind is not included in this proposal.
11. The CONSULTANT will not perform revisions to plans due to changed field conditions caused by others after preparation of the design has begun shall be addressed as additional services.
12. The CONSULTANT will not attend or prepare for public hearings, commission meetings, or regulatory meetings other than those listed in the scope of services shall be billed on a time and material basis in accordance with the attached schedule of billing rates.
13. The CONSULTANT will not perform other activities not explicitly outlined in the Scope of Work.

ADDITIONAL SERVICES

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

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 6 within eight (8) months of the NTP. The Tasks 7 schedule shall be determined based construction duration schedule approximated at 16 months from NPT.

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, man-hour estimate, and sub-consultant fees are shown on **Exhibit F** attached hereto and made a part hereof. **Exhibit C** through **Exhibit E** include the sub-consultants' scopes and fees applicable to this supplemental.

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. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

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

Summary of Compensation			
Task(s)	Project Activity Description	Amendment Fee	Fee Basis
1	Project Coordination & Data Collection	\$5,273.40	Not-to-Exceed
2	H&H Modeling & BODR	\$42,863.70	Not-to-Exceed
3	Development of 60% Design Documents	\$74,241.83	Not-to-Exceed
4	Development of 90% Design Documents	\$49,735.20	Not-to-Exceed
5	Permitting	\$23,033.20	Not-to-Exceed
6	Development of Final Design Documents	\$18,528.40	Not-to-Exceed
7	Post-Design Services	\$16,060.10	Not-to-Exceed
-	Geotechnical Engineering Services	\$5,080.00	Allowance
-	Electrical Engineering Services	\$14,500.00	Allowance
-	Survey Services	\$26,100.00	Allowance
TOTAL		\$275,415.83	

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, EI
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

Victor H. Herrera, PE
Senior Vice President
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: vherrera@bcceng.com
Phone: (305) 670-2350

Alex Vazquez, PE, CFM
Director of Water Resources
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: avazquez@bcceng.com
Phone: (305) 670-2350

VILLAGE

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

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

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

CONSULTANT/CONTRACTOR

WITNESSES:

Vanessa Arango
[Witness print/type name]

Vanessa Arango
[Witness print/type name]

(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of DECEMBER, 2022, by VICTOR HERRERA as VICE PRESIDENT for BCC ENGINEERING, LLC a FLORIDA company (or corporation).

(SEAL)



Vanessa Arango
Comm. #GG355985
Expires: July 17, 2023
Bonded Thru Aaron Notary

Vanessa Arango
(Signature of Notary Public – State of Florida)

VANESSA ARANGO
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

BCC Engineering, LLC,
a Florida limited liability company.

Victor H. Herrera
[Print Name, check title]

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Jose A. Munoz
Secretary
[Print Name]

Exhibit A – Copy of WO No. 3 Original Scope of Work

Exhibit B – Project Tentative Schedule

Schedule of Deliverables		
Task(s)	Project Activity Description	Months from NTP
1	Project Coordination & Data Collection	8 Months
2	H&H Modeling & BODR	2.5 Months
3	Development of 60% Design Documents	4.5 Months
4	Development of 90% Design Documents	6.5 Months
5	Permitting	8 Months
6	Development of Final Design Documents	8 Months
7	Post-Design Services*	16 Months

**Note: The schedule for post-design services will be dependent upon the contract award and contractor schedule. It is presumed to be 16 months from the NTP.*

Exhibit C – PDS Additional Scope and Fee Estimate (Surveying)

Exhibit D – SEC additional Scope and Fee Estimate (Electrical)

Exhibit E – UES Scope and Fee Estimate (Geotechnical)

Exhibit F – Man-hour and Fee Estimate



Budget Amendment Form

Department: ARPA/Stormwater			Date: 1/10/2023	
Fund(s) to be changed:				
GL Account	Project	GL Line Item	Transfer to:	Transfer from:
<u>317.20.525.6322</u>	<u>SW23-03</u>	Stormwater Masterplan CIP		\$ 123,211.90
<u>317.20.525.6307</u>	<u>SW21-01</u>	Stormwater Improvements	\$ 123,211.90	
TOTAL (Columns must be equal)			\$ 123,211.90	\$ 123,211.90

Description:

Transfer funds for the North Bay Island Stormwater Pump Station Improvements CIP #SW21-01 to the correct GL account within the ARPA Fund.