



Budget Amendment Form

Department	Capital Projects	2/13/2024
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Fund(s) to be changed: Capital Projects Fund

GL Account	GL Line Item	Transfer to:	Transfer from:
320.61.630.6204	Park Improvements	\$ 46,667.70	
320.00.381.3801	Transfer from General Fund		\$ 46,667.70
001.19.519.9132	Transfer to Capital Projects Fund	\$ 46,667.70	
001.00.389.3891	Appropriation of Unreserved Fund Balance		\$ 46,667.70
TOTAL (Columns must be equal)		\$ 93,335.40	\$ 93,335.40

Description:

Transfer of General Fund Reserves to Civic Park Project Design - Project#CP22-10
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RESOLUTION NO. 2023-016

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF AMENDMENT NO. 2 TO WORK ORDER NO. 011 TO EAC CONSULTING, INC. FOR PERMITS AND PERMITTING SERVICES FOR THE CIVIC PARK PROJECT IN AN AMOUNT NOT TO EXCEED \$7,862.00; AUTHORIZING THE ISSUANCE OF ADDITIONAL WORK ORDERS FOR UNANTICIPATED PERMITS AND PERMITTING SERVICES IN A CONTINGENCY AMOUNT OF \$38,805.70; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; 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 EAC Consulting, Inc. (the "Consultant") as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with Consultant (the "Agreement"); and

WHEREAS, on June 20, 2022, the Village Commission adopted Resolution No. 2022-52, authorizing the Village Manager to issue a work order to the Consultant to development of conceptual designs for Civic Park; and

WHEREAS, on February 15, 2023, the Village Commission adopted Resolution No. 2023-24 authorizing the issuance of a work order to the Consultant for the design of Civic Park, including contract/project management and coordination; pre-design services; development of 60%, 90%, and 100% Project designs; permitting assistance; bidding services; and meeting/coordination assistance (the "Project"); and

WHEREAS, on September 12, 2023, the Village Commission adopted Resolution No. 2023-107 authorizing the issuance of Amendment No. 1 to Work Order No. 011 to the Consultant for an updated benthic survey for the design of the dock and kayak launch at Civic Park; and

WHEREAS, as further set forth in the staff memorandum accompanying this Resolution, the Village is in need of the Consultant's services in obtaining additional

permitting (the “Services”) for the Project; and

WHEREAS the Village Commission desires to authorize the Village Manager to issue Amendment No. 2 to Work Order 011 to the Consultant for the Services attached hereto as Exhibit “A” in an amount not to exceed \$7,862.00, consistent with the Agreement previously entered into between the Village and Consultant; and

WHEREAS the Village Commission further desires to authorize the Village Manager to issue such further amendments to Work Order No. 011 as may be needed for unanticipated permits and permitting services for the Project in an amount not to exceed \$38,805.70, which represents a contingency as further described in the staff memorandum accompanying this Resolution; 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, 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 Amendment No. 2 to Work Order 011 to the Consultant for the Services attached hereto as Exhibit “A” in an amount not to exceed \$7,862.00. The Village Commission further desires to authorize the Village Manager to issue such further amendments to Work Order No. 011 as may be needed for unanticipated permits and permitting services for the Project in an amount not to exceed \$38,805.70, which

represents a contingency as further described in the staff memorandum accompanying this Resolution.

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 the 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 Mayor Latham who moved its adoption. The motion was seconded by Commissioner Cuk and upon being put to a vote, the vote was as follows:

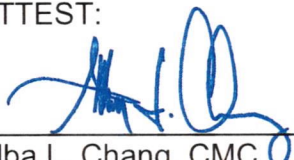
Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Yes</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>
Commissioner Rachel Streitfeld	<u>Yes</u>

PASSED AND ADOPTED on this 13th day of February, 2024.



Brent Latham, Mayor

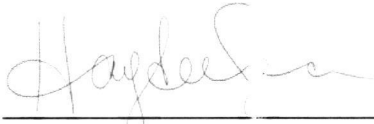
ATTEST:



Alba L. Chang, CMC
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

A handwritten signature in cursive script, appearing to read "Haydee", written in dark ink.

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

Work Order No.: 011-A2
Project No.: CP23-05
Project Name: Civic Park on East Drive- Phase II
Consultant: EAC Consulting Inc.
Contract No.: RFQ 2019-005

WORK ORDER No. 11R2

Dated this day of , 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

CIVIC PARK ON EAST DRIVE PERMITTING ASSISTANCE

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and EAC Consulting Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 18, 2019 and expiring on January 31, 2024.

PROJECT DESCRIPTION

Civic Park on East Drive is located at 7903 East Drive, North Bay Village, FL 33141. As per our coordination with the Village, our team is requesting additional design scope to provide permitting assistance for the marine and structural engineering services on the project. The scope includes address permitting agencies comments and provide drawings revisions for the Civic Park project. This scope was not included as part of the original scope of work for our subconsultant.

The scope of services will be provided by our team including our sub consultants:

- ***EAC Consulting, Inc.***, providing project management.
- ***Moffat and Nichol*** providing permitting assistance. Please refer to the full scope of services fee proposal provided in Exhibit B.

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 best available information.

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.

SPECIFIC SCOPE OF SERVICES

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

Task 1 – Contract/ Project Management and Coordination

EAC shall be responsible for the overall organization, coordination and management of project tasks through our assigned Project Management team. Our designated staff will manage the agreed budget and scheduling of work activities identified within this scope of work (upon receipt of NTP). Our management efforts will be completely focused on the completion of tasks and submittal of deliverables, quality management, document control protocols, identifying and communicating to North Bay Village all issues that are ongoing and their associated impacts on project progress. The management related activities on this project are anticipated to extend through tasks 2. EAC shall coordinate the receipt, review, prepare and submit monthly invoices of the project team and supporting documentation for reimbursable expenses.

Task 2 – Permitting assistance

1. Our subconsultant- Moffat and Nichol shall address DERM comments and provide drawing

revision. They shall also address the comments of the agencies having jurisdiction under their scope as well as drawing revisions.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- No additional civil design services are part of the scope of services.
- No offsite roadway improvements are included.
- No roadway drainage improvements are part of the scope of services.
- No watermain and sanitary sewer extensions are part of the scope of services.
- Drainage pump station design is excluded from these scope of services.
- No Construction Observation, Construction Administration or CEI services are included in this proposal.
- EAC shall not be responsible for any plat related drawings or processes.
- It is assumed that there are no existing adverse environmental conditions on the subject project site.
- If necessary, Soil contamination mitigation shall be dealt with by others.
- No Right of Way takes are required.
- No subsurface utility exploration is part of the scope of services.
- Permit fees are not included in this proposal. EAC shall include a miscellaneous reimbursable expense budget which upon authorization by the VILLAGE can be utilized to pay permit fees.
- Water & sewer connection fees and are specifically excluded from this proposal and shall coordinated and be paid by the VILLAGE directly.
- Miscellaneous reimbursable/ expenses (prints, reprographics, parking fees, couriers, etc) will be invoiced at cost to client.
- If any known electrical, telecomm or miscellaneous utility relocations are required, EAC shall identify them but will not be responsible for coordinating these utility relocations/removals with the respective utility agencies prior to or during construction. Such coordination is expected to be handled by the respective professional service discipline proposing applicable works as part of this project.
- Signalization Plans, Improvements or Design is specifically excluded from this scope of services.
- Existing Utility Information and As-Builts shall be collected by EAC based information provided by Sunshine One Call. Onsite and Offsite utilities if encountered on site without adequate information may require soft digs or subsurface location by others.
- No LEED or sustainable credit documentation services of any kind are included in this proposal.
- The preparation of operation and maintenance manuals concerning usage, of the utilities upon installation are not included in this proposal. EAC is responsible only for the design of specified utilities for build out conditions.
- No Threshold inspections are included in scope of work.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, 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 – 2 7 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. 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:

Task 1 – Project Management (NTE)	\$796.00
Task 2 – Permitting assistance (NTE)	\$7,066.00
Subtotal	\$7,862.00
Reimbursable Expenses	\$0.00
Grand Total	\$ 7,862.00

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

Consultant POC

Consultant POC
Evelyn Rodriguez, P.E.
EAC Consulting, Inc
5959 Blue Lagoon Drive Suite 410
Miami FL, 33145
Email: erodriguez@eacconsult.com
Phone: 305-265-5460

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
TITLE: Village Manager

BY: _____
Name: Alba L. Chang
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:

_____, INC.,
a _____ corporation (if not a Florida
corporation add: authorized to transact
business in Florida)

[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]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, 2020, by
_____ as _____ for _____,
a _____ company (or corporation).

(SEAL)

(Signature of Notary Public – State of Florida)

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

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Work Order No.: 011-A2
Project No.: CP23-05
Project Name: Civic Park on East Drive- Phase II
Consultant: EAC Consulting Inc.
Contract No.: RFQ 2019-005

Exhibit A – Work Break Down Fee Schedule

North Bay Village Florida

RFQ 2019-005: Contract for General Professional Engineering and Architectural Services Contract

Project /Task Name or Description:

Date: 1/23/2024

Civic Park on East Drive- Phase 2- Amend 2 Permitting Assistance

Staffhour Estimate and Fee Computation Summary

Consultant Name		EAC Consulting, Inc			Moffat and Nichol							
Staff Category/Classification		Principal Engineer	Project Manager	Clerical	Chief Engineer	Supervisory Engineer	Senior Engineer	Project Engineer	Designer	Clerical		
Contract Billing Rates		\$233.00	\$199.00	\$57.90	\$233.00	\$199.00	\$178.00	\$121.00	\$85.00	\$57.90	TOTALS	
Task Description											Hours	Fees
1	Project Management		4	0							4	\$796.00
2	Permitting Asssistance				0	2	26	0	24	0	52	\$7,066.00
Totals		0	4	0	0	2	26	0	24	0	56	\$7,862.00
Reimbursables / Other Subconsultant Services												
ODC & Printing Reprography (EAC)												\$0.00
Grand Total (Not-To Exceed)												\$7,862.00

Exhibit B – Subconsultants Proposals



Moffatt & Nichol, Inc.
2937 SW 27th Ave, Suite 101A
Miami, FL 33133
(305) 230-1924
www.moffattnichol.com

January 22, 2024

Mr. Mike Adeife
EAC Consulting, Inc.
5959 Blue Lagoon Drive, Suite 410
Miami, FL 33126

Via email: madeife@eacconsult.com

RE: North Bay Village Professional General Engineering and Architectural Supplemental Services – Civic Park Project, North Bay Village, Florida

Dear Mr. Adeife:

Pursuant to our recent discussions with North Bay Village (Village), Moffatt & Nichol (M&N) is pleased to present this proposal for supplemental consulting services to date and anticipated for completion of the permitting phase for the proposed Civic Park Project (Project).

The following work tasks outline the scope of services to be provided by M&N for EAC Consulting (Client):

EXHIBIT “A” – SCOPE OF SERVICES

Permitting Assistance

M&N will coordinate with RES, address DERM comments, and provide drawing revisions. MN will provide approximately 25 hours of design required to complete the permitting comments. In addition to DERM, MN will provide permitting drawings required by other agencies. We assume 27 hours to address other permitting agencies' comments and to provide drawing revisions.

Contract Terms

The scope of services will be subject to a mutually acceptable subconsultant agreement referencing the master agreement between the Client and the Village.

Compensation

Compensation is on a Time and Materials Basis. Reimbursable expenses will be billed at cost.

Mr. Mike Adeife
North Bay Village – Civic Park

Jan 22, 2024

Task	Description	Fee	Fee Type
1	Permitting Assistance	\$7,066.00	T&M
	Total Compensation for this Work Order	\$ 7,066.00	

Moffatt & Nichol looks forward to the opportunity to continue our working relationship with the Village and EAC Consulting on this exciting waterfront project. Please contact Anca Predescu at (786) 271 9530 or apredescu@moffattnichol.com with any questions or if you require additional information.

Sincerely,
Moffatt & Nichol



January 23, 2024

Hugo Bermudez, P.E.
Business Unit Leader

TKB:AP



Moffatt & Nichol
Fee Proposal Worksheet



Project Number: 10907-07
Project Title: North Bay Village Civic Park Marine Works
Project Manager: Anca Predescu
Project Principal: Hugo Bermudez

Date: 01/22/24

Sub Mark-up: 0%
ODC Mark-up: 0%

I. MAN-HOUR BUDGET			CLASSIFICATION/RATES													HOURS	LABOR TOTAL
Phase	Task	Title	Principal Eng./Sci P-9, P-8 \$233.00	Supervisory Eng./Sci P-7 \$199.00	Senior Eng./Sci P-6 \$178.00	Eng./Sci III P-5 \$147.00	Eng./Sci II P-4 \$121.00	Eng./Sci I P-3 \$121.00	Staff Eng. P-1, P-2 \$83.49	Senior Tech. T-5 \$90.00	Designer T-4 \$85.00	CADD II T-3 \$85.00	CADD I T-2, T-1 \$85.00	Word Processor A-4, A-3 \$57.90	General Clerical A-1, A-2 \$57.90		
1		Permitting DERM		1.00	12.00						12.00					25.0	\$3,355.00
2		Permitting Other Agencies		1.00	14.00						12.00					27.0	\$3,711.00
																	\$0.00
TOTAL MAN-HOURS			0.00	2.00	26.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00	0.00	52.0	
II. M&N LABOR			\$0.00	\$398.00	\$4,628.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,040.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,066.00
III. OTHER COSTS			IV. PROJECT SUMMARY														
A. Subconsultants				Markup	Total												
1.			\$0	\$0	\$0												
2.			\$0	\$0	\$0												
3.			\$0	\$0	\$0												
3.			\$0	\$0	\$0												
4.			\$0	\$0	\$0												
5.			\$0	\$0	\$0												
6.			\$0	\$0	\$0												
7.			\$0	\$0	\$0												
8.			\$0	\$0	\$0												
9.			\$0	\$0	\$0												
10.			\$0	\$0	\$0												
Total Subconsultants:			\$0	\$0	\$0												
B. Other Direct Costs																	
	Airfare			N/A	\$0												
	Lodging			N/A	\$0												
	Meals			N/A	\$0												
	Mileage/Rental Car	\$0		N/A	\$0												
	Outside Reproduction	\$0		N/A	\$0												
	Postage/Delivery			N/A	\$0												
	Telephone/Fax			N/A	\$0												
	I&R/Diving Equipment			N/A	\$0												
	Other Reimbursables - Aerial/Parcel Data	\$0		\$0	\$0												
			\$0	\$0	\$0												

Exhibit C – Project Location

