

RESOLUTION NO. 2022-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO EXECUTE AN AGREEMENT WITH BCC
ENGINEERING FOR ENGINEERING DESIGN
SERVICES FOR PALMETTO ISLAND DRAINAGE
PROJECT (PHASE 1); PROVIDING FOR AN
EFFECTIVE DATE.**

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager to enter into the attached agreement with BCC Engineering for engineering design services for Palmetto Island Drainage Project.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 1st day of November, 2022.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda



Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

VILLAGE OF PINECREST
Office of the Village Manager

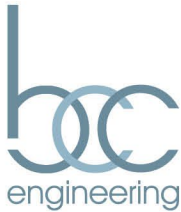
DATE: October 24, 2022
TO: The Honorable Mayor and Members of the Village Council
FROM: Yocelyn Galiano, ICMA-CM, Village Manager
RE: Resolution for Construction Engineering & Inspection (CEI) services – BCC Engineering

Attached for your consideration, please find a fee proposal dated October 20, 2022 from BCC Engineering for construction management and inspection services for Palmetto Island Drainage Project – Phase I: SW 70th Avenue between SW 128th Street to SW 133rd Street. The subject consultant is one of several firms that have been selected by the Village based on an RFQ for Civil Engineering Services.

During Fiscal Year 2022, the Village secured \$500,000 from the State of Florida and \$604,000 from the Federal government to be used toward design and construction of drainage projects throughout the Village.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to execute an agreement for engineering design services for Palmetto Island Drainage Project – Phase I with BCC Engineering in the amount of \$113,042.





October 20, 2022

David Mendez, PE
Public Works Director
Village of Pinecrest
10800 Red Road
Pinecrest, FL 33156

Reference: **VILLAGE OF PALMETTO ISLAND DRAINAGE PROJECT – PHASE I: SW 70TH AVENUE BETWEEN SW 128TH STREET TO SW 133RD STREET CONSTRUCTION MANAGEMENT SERVICES**

Dear Mr. Mendez:

BCC Engineering, LLC (CONSULTANT) is pleased to present this fee proposal for Construction Management Services for the **Village of Pinecrest Palmetto Island Drainage Project – Phase I (PROJECT)**. The **CONSULTANT** will provide construction management services on behalf of the **Village of Pinecrest (VILLAGE)** and be responsible for the construction management, administration, inspection of the proposed project as outlined in this proposal, and PROJECT close-out services. This proposal has been prepared in accordance with the May 5, 2022, Professional Services Agreement (PSA) between the VILLAGE and the CONSULTANT.

Scope of Services

Task 1 – Construction Management Services

- 1.1 **Representation of the Village.** The CONSULTANT shall represent the VILLAGE during the construction phase, which shall commence with the issuance of the Notice to Proceed of this work order. Instructions and other appropriate communications from the VILLAGE to the Contractor shall be communicated through the CONSULTANT unless the VILLAGE directs otherwise. The CONSULTANT shall act on behalf of the VILLAGE only to the extent provided in the Project Agreement and in the Contract for Construction. The CONSULTANT shall have and perform the duties, obligations, and responsibilities of the CONSULTANT as set forth in the Contract for Construction to be executed by and between the VILLAGE and a Contractor.
- 1.3 **Construction Meetings.** During construction, the CONSULTANT shall schedule biweekly meetings with the VILLAGE, the Contractor, and others, to review the progress of the Project and final close-out documents or as otherwise necessary. For scoping purposes, it is assumed that a total of nine (9) biweekly meetings will be held by the Project Engineer. The CONSULTANT shall prepare, distribute, and maintain detailed minutes of each biweekly meeting under this task.
- 1.4 **Interpretations and Clarifications.** At any time during the Construction phase, the CONSULTANT shall notify the VILLAGE in writing within five (5) working days of any necessary interpretations and

clarifications of the Contract Documents. The written notification shall include any impacts to quality, operations, schedule, or cost. The CONSULTANT shall prepare and issue applicable interpretations and clarifications of the Contract Documents. The CONSULTANT, with approval from the VILLAGE, will provide its interpretation or clarification of the Contract Documents if required to avoid impact on quality, operations, schedule, or cost.

- 1.5 **Review and Respond to Requests for Information (RFIs)**. The CONSULTANT will review and respond to requests for information (RFIs) as provided by the Contractor through Substantial Completion. Responses will be provided immediately, when required, or within a maximum of (7) calendar days from receipt of RFIs. The CONSULTANT will maintain the official log of RFIs received from the Contractor, which will be made available to the VILLAGE for informational purposes monthly.
- 1.6 **Shop Drawings and Submittals**. The CONSULTANT will review, study, and approve, or take other necessary action upon, the Contractor's Shop Drawings, product data, samples, and other submittals. Approval by the CONSULTANT of the Contractor's submittal shall constitute the CONSULTANT'S representation to the VILLAGE that such submittal is in conformance with the Contract for Construction. Such action shall be taken with reasonable promptness.
- 1.7 **Request for Proposals**. The CONSULTANT will prepare Request for Proposals (RFPs) during construction. These will include the preparation of a technical package including drawings, specifications, quantities, opinion of probable cost of construction to be included with the RFP, and review of technical submittals associated with the RFP.
- 1.8 **Change Orders**. The CONSULTANT shall review the proposals and request for Change Orders from the Contractor or VILLAGE. The CONSULTANT shall prepare Change Orders for the Village's approval and execution in accordance with the Contract for Construction and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in the Contract Price or quality or an extension of the Contract Time.
- 1.9 **Examination of Construction Schedules**. The CONSULTANT shall examine construction schedules and updates thereof submitted by the. The CONSULTANT shall advise the VILLAGE in writing with respect to the adequacy and accuracy of any such schedules or updates.

Task 2 – Inspection Services

- 2.1 **Inspection of the Work**. The CONSULTANT shall inspect the Work of the Contractor whenever or wherever appropriate, including any final inspection required by the Contract Documents. The purpose of such inspections shall be to determine the quality, quantity, and progress of the work in comparison with the requirements of the Contract for Construction. In making such inspections, the CONSULTANT shall identify defects or deficiencies in the work. Following each such inspection, the CONSULTANT shall submit a written report of such inspection (in electronic and hardcopy format), together with any appropriate comments or recommendations, to the VILLAGE. The CONSULTANT shall provide periodic photographs of the work and a copy of the inspection reports in a project notebook to be delivered to the VILLAGE monthly. Furthermore, the CONSULTANT

shall require and review all tests required by the Contract Documents and shall report in writing to the VILLAGE the results thereof.

2.1.1 The CONSULTANT shall provide a full-time resident project engineer to provide the inspection services. The CONSULTANT shall provide services to observe key activities of the Contractor. The resident project engineer's responsibilities for the construction observation, inspection, and reporting during the periods the Contractor is on-site.

The CONSULTANT'S resident project engineer shall be the CONSULTANT's agent at the Project site. When on-site, the CONSULTANT'S resident project engineer shall:

- Inspect the work and shall keep the VILLAGE fully informed of the progress and quality of the work. The CONSULTANT'S resident project engineer shall also serve as the CONSULTANT's liaison with the Contractor but shall not, absent written approval from the Contractor, communicate with the Contractor's subcontractors.
- Record the receipt of all shop drawings, submittals, and samples, as well as any action taken in connection with the same by the CONSULTANT or the Contractor.
- When on-site, provide immediate written notification to the CONSULTANT and the Contractor in the event the Contractor commences any work without necessary shop drawings, submittals, or samples having first been submitted to the CONSULTANT.
- Record in writing and immediately report to the CONSULTANT and the VILLAGE any defective, deficient, faulty, or unsatisfactory work performed by the Contractor.
- Witness and verify all tests required by the Contract Documents as well as the removal of equipment and systems by the Contractor.
- Maintain detailed records relating to any such tests.
- When on-site, accompany any visiting inspectors or representatives of the VILLAGE when requested by the CONSULTANT or the VILLAGE.
- Immediately notify the Engineer of Record (EOR) in writing in the event any clarifications or interpretations of the Contract Documents are required or requested by the Contractor.
- Maintain, and keep available, a complete set of Contract Documents, including all addenda, change orders, modifications, supplemental drawings, field orders, and directives.
- Maintain detailed records of the progress of the work, any problems encountered by the Contractor or subcontractors, weather conditions, activities observed when on-site, site visitors, decisions, observations in general, specific observations, manpower on the Project, and such other items as may be relevant to the progress and quality of the construction.
- Maintain, based upon information provided by the Contractor, names, addresses, and telephone numbers of all contractors and subcontractors.
- Prepare weekly reports of the progress of the work and the Contractor's compliance with the Contract Documents, including, but not limited to, the progress schedule and the schedule of shop drawings and sample submittals.
- Advise the CONSULTANT and VILLAGE in advance of any scheduled test, inspection or start-up, or removal of equipment, as well as the commencement of any significant phase of the work.

- When on-site, report immediately in writing to the CONSULTANT and the VILLAGE upon the occurrence of any accident.
- Verify the submission of all certificates and other documents required by the Contract Documents and shall deliver copies of same to the CONSULTANT and the VILLAGE prior to final payment to the Contractor.
- Assist with any final inspection of the work and shall inspect the work to determine that all requirements for final inspection have been completed. Any exceptions noted shall be submitted to the CONSULTANT and the VILLAGE in writing prior to final payment to the Contractor.
- Maintain detailed records related to tests.
- Accompany any visiting inspectors or representatives of the VILLAGE when requested by the CONSULTANT or the VILLAGE.
- Immediately notify the EOR and Village in writing in the event any request for information or clarifications, or interpretations of the Contract Documents are required or requested by the Contractor.
- Maintain, and keep available, a complete set of Contract Documents, including all addenda, change orders, modifications, supplemental drawings, field orders, and directives.
- Maintain detailed records of the progress of the work, any problems encountered by the Contractor or subcontractors, weather conditions, activities observed when on-site, site visitors, decisions, observations in general, specific observations, manpower on the Project, and items as may be relevant to the progress and quality of the construction.
- Not authorize any deviation from the contract documents or any substitution of materials or equipment unless first authorized in writing by both the consultant and the VILLAGE.
- Exceed the limitations of the CONSULTANT’S authority as set forth in the agreement by and between the CONSULTANT and the VILLAGE or as set forth in the Contract Documents.
- Not undertake any of the responsibilities or duties of the Contractor, subcontractors, equipment suppliers, or others charged with the construction of the Project.
- Not advise with respect to, or assume control over, any of the means, methods, techniques, sequences, or procedures of construction unless such advice or control is specifically required by the Contract Documents.

2.1.2 The Services of the CONSULTANT’S resident project engineer shall include:

- A. Full-time services throughout the duration of the project. Services shall be coordinated with the Contractor's schedule and work to observe while the Contractor is working.
- B. Construction duration is approximately **120 calendar days (86 working days)**. It is assumed that construction will occur during weekdays and not weekends.
- C. For scoping purposes, it is assumed the resident project engineer will be at the site for a maximum of 686 hours.

2.2 **Approval of Request for Payment.** The CONSULTANT shall review each Contractor pay requests and shall, with each pay request, recommend amounts due to the Contractor under the Contract

for Construction predicated upon: inspections of the work as required in Paragraph 1.9 above, evaluation of the Contractor's rate of progress in relation to the remaining Contract time, the Schedule of Values, review of partial and final releases of liens from the Contractor's subcontractors and material suppliers and upon evaluation of the Contractor's Request for Payment, shall issue recommended approvals for payment to the VILLAGE of such amounts. The issuance of a recommended Approval for Payment shall constitute a representation by the CONSULTANT to the VILLAGE that the CONSULTANT has made an inspection of the work as required in Paragraph 1.10 above and that the work has progressed to the level indicated, that the quality of the work meets the requirements of the Contract for Construction, and that, to the best of the knowledge, information and informed belief of the CONSULTANT, the Contractor is entitled to payment to the amount recommended for approval. The VILLAGE shall be the final interpreter of the amount of payment.

- 2.3 **Contract Interpretations.** The CONSULTANT shall be the initial interpreter of the requirements of the drawings and specifications and the initial interpreter of the performance there under by the Contractor. The CONSULTANT shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness at the request of the Contractor or the VILLAGE. Unless otherwise directed by the VILLAGE, the CONSULTANT shall determine all matters relating to the aesthetic effect, and such determination shall conform to the intent of the Contract for Construction.
- 2.4 **Rejection of Work.** The CONSULTANT shall reject any Work which does not conform to the Contract Documents unless directed by the VILLAGE, in writing, not to do so. Whenever it is necessary, in order to protect the interest of the VILLAGE, the CONSULTANT shall require special inspection or testing of the work in accordance with the provisions of the Contract for Construction whether or not such work is fabricated, installed, or completed.

Task 3 – Project Close-Out Services

- 3.1 **Project Administration & Closeout.** The CONSULTANT shall provide the following administrative and project close-out services:
- 3.1.1 Assistance in closing any financial or related transaction for the Project.
 - 3.1.2 Assistance in closing permits obtained as part of this Project.
 - 3.1.3 Assistance in receiving and reviewing Project close-out documents from the Contractor.
- 3.2 **Substantial Completion and Final Completion.** The CONSULTANT, based on a substantial completion walk-through and a subsequent follow-up inspection of the Project, shall determine and recommend in writing to the VILLAGE the date of Substantial Completion and the date of Final Completion of the Project. The CONSULTANT shall witness and verify all tests required by the Contract Documents as well as the installation and operation of equipment and systems by the Contractor.

- 3.3 **Review of Contractor-Provided As-builts.** The CONSULTANT will review and provide comments on the Contractor-provided as-builts. Up to three (3) reviews are budgeted under this task. The CONSULTANT will monitor the Contractor’s performance in maintaining an up-to-date set of “As Built” drawings if required to be provided by the contract documents. The CONSULTANT will perform the final certification of the project as required by the permitting entities. The CONSULTANT will provide record drawings to the VILLAGE, using the Contractor’s as-builts as the basis for the preparation of the record drawings.

Assumptions and Exclusions

1. It is assumed that services will be provided for a total of 120 calendar days (86 weekdays).
2. CONTRACTOR will perform all CAD work in AutoCAD related to the Record Drawings and Close-out Activities. It is assumed that the CONSULTANT will be regularly reviewing the Contractor’s redlines in the field for accuracy and completeness.
3. Material testing is not anticipated to be performed under this project by the CONSULTANT. The Contractor is expected to perform all testing. If third-party testing is deemed to be necessary, the services will be provided and compensated under separate services.
4. In the event that the VILLAGE is required to defend the Work of the CONSULTANT, upon written request by the VILLAGE, the CONSULTANT shall testify in any judicial proceeding concerning the design and construction of the Project, and the CONSULTANT shall cooperate with and make available to the VILLAGE the personnel employed by the CONSULTANT for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project. Compensation for the performance of these legal assistance services shall be provided as a separate service as authorized in writing by the Utilities Director.

Schedule

It is assumed that services will be provided for a total of 120 calendar days (86 weekdays). BCC’s services will be provided commensurate with this schedule.

Basic Services Fee

We propose to provide the described Services for a complete project on a **Time and Material Basis, not to Exceed \$113,042.00.** The fee is determined based on the following amount of hours and approved hourly rates in accordance with the May 5, 2022, PSA between the VILLAGE and the CONSULTANT:

Below is a breakdown of the total cost by task:

Task/Description	Percent of Total Fee	Fee
Task 1 Construction Management Services	15%	\$20,420.00
Task 2 Inspection Services	80%	\$87,122.00
Task 3 Project Close-Out Services	5%	\$5,500.00
Total	100%	\$113,042.00

We look forward to assisting the Village on this important project assignment. If you have any questions or need additional information, please do not hesitate to contact Victor Herrera, PE, or me at (305) 670-2350.

Sincerely,
BCC Engineering, LLC



Alex Vazquez, PE, CFM
Water Resources Director

cc: Victor Herrera, P.E.
File