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**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-156**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING PROJECT AGREEMENT WITH CHEN MOORE & ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT OF THE CITY HALL OFFICES & COUNCIL CHAMBERS PROJECT, IN AN AMOUNT NOT TO EXCEED \$188,490; AUTHORIZING THE CITY MANAGER EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) has awarded construction of the City Hall Offices and Council Chambers (the “City Hall Project”) to Pedro Falcon Electrical Contractors, Inc. (“Contractor”), and;

WHEREAS, the City Council requested that the City retain the services of a qualified Construction Project Manager for the project, and;

WHEREAS, the City published an RFQ for qualified firms to provide such services and retained two firms under a continuous service contract for Construction Management, and;

WHEREAS, Chen-Moore and Associates is the most qualified of the firms for the City Hall Project

WHEREAS, Chen Moore and Associates submitted a proposal reviewed by staff and the City Attorney and recommend approval of the work authorization for an amount not to exceed \$188,490.00 as provided on Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

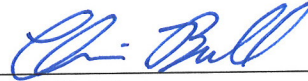
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves the Project Agreement for Construction Management of the City Hall Offices & Council Chambers Project, in an amount not to exceed \$188,490 and authorizes the City Manager to execute the Project Agreement as provided on Exhibit “A.”

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 16TH DAY OF DECEMBER, 2014.

THE CITY OF MARATHON, FLORIDA



Chris Bull, Mayor

AYES: Keating, Kelly, Senmartin, Zieg, Bull
NOES: None
ABSENT: None
ABSTAIN: None

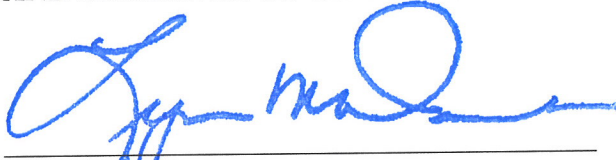
ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



Lynn M. Dannheisser, City Attorney



155 S. Miami Avenue, PH II-A
Miami, FL 33130
Phone: +1 (786) 497-1500
Fax: +1 (786) 497-2300
www.chenmoore.com

November 20, 2014 (Revised December 8, 2014)

SENT VIA E-MAIL (hemeyerz@ci.marathon.fl.us &
solisc@ci.marathon.fl.us)

Ms. Zully Hemeyer
Mr. Carlos Solis, P.E.
City of Marathon
9805 Overseas Hwy.
Marathon, FL 33050

**Subject: City Hall Offices & Council Chambers
Construction Management Project Agreement
CMA Proposal No. P14.699**

Dear Ms. Hemeyer and Mr. Solis:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to provide construction management services for the above referenced project. CMA has revised the proposal per the recent meeting at Gray Robinson's Miami Office.

PROJECT LOCATION AND DESCRIPTION

The City of Marathon's City Hall project is located on a 2.46 acre parcel located at 9805 Overseas Highway, Marathon, FL 33050. The project includes the development of new offices and council chambers for the City.

The building/development program is as follows:

- 3,412 sf of Assembly/Meeting Space (150 seats)
- 11,612 sf of Office/Misc
- 83 parking spaces

CMA's role shall be as Construction Management Consultant. Estimated construction duration shall be for twelve (12) months starting January 1, 2015.

CMA TEAM

Principal – Peter Moore, P.E.
Project Manager – Marcus Austin
Sr. Engineer – Jose L. Acosta, P.E.
Sr. Construction Specialist – Jose McCray
Construction Specialist – Carlos Villareal
Construction Specialist – Max Smith

SCOPE OF SERVICES

The scope of services our firm shall provide as per our recent discussions is as follows:

Construction Management Services – Consultant shall perform the following services:

1. Act as the principal contact between the City and Contractor for all correspondence and transfer of information and directives
2. Coordination with the Contractor, Architect/Engineer, and City building department; overseeing and promoting expeditious project delivery
3. Minimum of three (3) site visits per week, providing observations and recommendations including preparation of field status reports with site photos (12 months period)
4. Oversee project construction management including conducting bi-weekly project progress status meetings (and coordinate preparation of meeting minutes including preconstruction)
5. Updating project team member directory in coordination with the selected Contractor
6. Updating project schedules in coordination with the selected Contractor and others
7. Management of a project correspondence log including submittals, agency inspections, permits and approvals (updated bi-weekly)
8. Management of shop drawing and submittal logs (updated bi-weekly) including coordination and field verification with appropriate Consultant (Architect of Record - AOR and Engineer of Record - EOR)
9. Review and coordination of timely responses regarding the processing of Requests for Information (RFIs)
10. Review and coordination regarding the processing of change orders from the Contractor, as and/or if applicable/appropriate
11. Review of applications for payment
12. Review of schedule of values in relation to applications for payment by the Contractor
13. Inform owner of deficiencies and make recommendations as required
14. Consult with owner as may be required for resolution of any potential dispute with Contractor.
15. Management of project documentation, review, and guidance of the project closeout process, warranty and other project documents from appropriate consultant team members

The basis for the above scope of services and associated fee(s) are based on the following:

- The City shall have the AOR and EOR attend appropriate meetings, inspections, field meetings, etc.
- AOR and EOR are responsible to give final professional direction regarding the design and shall process closeout and certification of their respective designs.

Information to be provided by client

- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- Previous reports and assessments and legal description of the site.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval for this project as required.

City agrees to pay consultant compensation for services as performed which include reimbursable expenses. Consultant will submit invoices for monthly progress payments in an amount equivalent to the hours expended during the month.

The total not to exceed fee for this project will be as follows:

<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Hourly Not To Exceed</u>	<u>Total Fees</u>
Construction Management Services	\$0.00	\$188,490.00	\$188,490.00
TOTAL	\$0.00	\$188,490.00	\$188,490.00

Reimbursable expenses for mileage and report preparation have been included in the fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our General Conditions/Provisions with the overall Construction Management contract conditions with the City of Marathon. Client shall submit invoices for monthly project payments for hours expended per month.

Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500, Ext. 1077, my cell phone at +1 (954) 260-3987 or send me an electronic message at jacosta@chenmoore.com.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Jose L. Acosta, P.E.
Vice President

JLA/jla
Attachment(s): Exhibit A
 2014-15 CMA Rate Schedule



155 S. Miami Avenue, PH II-A
Miami, FL 33130
Phone: +1 (786) 497-1500
Fax: +1 (786) 497-2300
www.chenmoore.com

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **City Hall Offices & Council Chambers – Construction Management**

Client Name: **City of Marathon**
Client Contact: **Ms. Zully Hemeyer and Mr. Carlos Solis, P.E.**
Client Address: **9805 Overseas Hwy, Marathon, FL 33050**
Client Phone/Cell: **+1 (305) 289-5009 / +1 (305) 289-4123**
Client E-mail: **hemeyerz@ci.marathon.fl.us & solisc@ci.marathon.fl.us**

CMA Project No. **P14.699**
Agreement Date: **November 20, 2014 (Revised December 8, 2014)**

FEE: Hourly Not to Exceed without Client Authorization of **\$188,490.00**

RETAINER: N/A

Notice to Owner: City of Marathon is the Owner of the site.

The undersigned agree to the General Conditions/Provisions noted on the Continuing Services Agreement for Construction Management Services between Chen Moore and Associates and the City of Marathon per the firm’s selection for the Construction Management RFQ (selection results received November 18, 2014). Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Print Name/Title

Date

[Handwritten Signature]
PETER MOORE / PRESIDENT
1/5/15

CITY OF MARATHON (CLIENT)

Authorized Signature

Print Name/Title

Date

Michael H. Puto 12/17/14
Michael H. Puto, City Manager
12/17/14

2014-15 CMA Rate Schedule

<u>Professional Services</u>		<u>Hourly Rates</u>
Project Administrator/Clerical		\$60.00
Technician		\$75.00
Senior Technician		\$85.00
Staff Engineer/Landscape Architect/Planner		\$90.00
Construction Specialist		\$100.00
Project Engineer/Landscape Architect/Planner		\$100.00
Senior Construction Specialist		\$135.00
Senior Engineer/Landscape Architect/Planner		\$135.00
Senior Project Manager		\$155.00
Principal		\$215.00
<u>In-house Reimbursable Expenses</u>		<u>Rate</u>
Mileage (per mile)		\$0.75
Color Copies (<8 1/2" X 11") (per copy)		\$1.00
Color Copies (<11" X 17") (per copy)		\$2.00
Blackline Prints (<24" X 36") (per sheet)		\$2.20
Official Record Docs (per page)		\$1.00
<i>Out of Pocket Expenses</i>		<i>Cost + 15%</i>

NOTE: These rates are subject to change after December 31, 2015.