

**CITY OF MARATHON, FLORIDA
RESOLUTION 2016-12**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY AND CHEN-MOORE AND ASSOCIATES, INC. FOR PRE-CONSTRUCTION AND CEI SERVICES FOR THE CONSTRUCTION OF THE UTILITIES AND PUBLIC WORKS MAINTENANCE FACILITY IN AN AMOUNT NOT TO EXCEED \$168,970.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) issued a Request for Qualifications for continuous services for Construction Engineering and Inspection (CEI) Services; and

WHEREAS, Two firms were selected to provide continuous services for CEI services; and

WHEREAS, Chen-Moore and Associates, Inc. (the “Consultant”) was the highest ranked firm with the most experience in building construction; and

WHEREAS the City negotiated a service agreement with the Consultant for pre-construction and construction management services and recommends approval of the agreement with the Consultant; and

WHEREAS, the City Council finds that entering into an agreement for the Project with the Consultant is in the best interest of the City.

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 Contract between the City and Consultant for Construction Engineering and Inspection Services in relation to the construction of the City’s Utility and Public Works Maintenance Facility, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Agreement and expend budgeted funds on behalf of the City:

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 26th DAY OF JANUARY, 2016.

THE CITY OF MARATHON, FLORIDA



Mark Senmartin, Mayor

AYES: Zieg, Coldiron, Bartus, Kelly, Senmartin
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



David Migut, City Attorney



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Miami, FL 33130
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October 7, 2015 (Revised December 1, 2015)

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

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

**Subject: City of Marathon - Utility & Public Works Maintenance Facility Building
Construction Management
CMA Proposal No. P15.100**

Dear 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.

PROJECT LOCATION AND DESCRIPTION

The proposed utility and public works maintenance facility consists of a pre-fabricated metal hangar-type building estimated at 10,000 square feet will be constructed on City-owned property located at 104th Street Ocean, Marathon, Florida. The building will be located on a portion of an approximate 118,800 square foot parcel (2.72 acres) identified as Lot 1 of plat titled "La Palma of the Florida Keys", as recorded in Plat Book 7, Page 77 of the public records of Monroe County, Florida.

CMA's role shall be as Construction Management Consultant. CMA shall serve in miscellaneous preconstruction roles including value engineering and assisting City staff prior to construction commencement. Estimated construction duration shall be for ten (10) months starting April 1, 2016.

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:

Task 1 - Preconstruction Services – Consultant shall perform the following services:

1. Review of bids and submittals and schedule of values
2. Review of documents for clarity and value engineering services at Client request
3. Attend meetings at Client request
4. Contractor and Consultant reference checks

Task 2 - Construction Management Services – Consultant shall perform the following services:

5. Act as the principal contact between the City and Contractor for all correspondence and transfer of information and directives
6. Coordination with the Contractor, Architect/Engineer, and City building department; overseeing and promoting expeditious project delivery
7. Minimum of three (3) site visits per week, providing observations and recommendations including preparation of field status reports with site photos (10 months period)
8. Oversee project construction management including conducting bi-weekly project progress status meetings (and coordinate preparation of meeting minutes including preconstruction)
9. Updating project team member directory in coordination with the selected Contractor
10. Updating project schedules in coordination with the selected Contractor and others
11. Management of a project correspondence log including submittals, agency inspections, permits and approvals (updated bi-weekly)
12. 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)
13. Review and coordination of timely responses regarding the processing of Requests for Information (RFIs)
14. Review and coordination regarding the processing of change orders from the Contractor, as and/or if applicable/appropriate
15. Review of applications for payment
16. Review of schedule of values in relation to applications for payment by the Contractor
17. Inform owner of deficiencies and make recommendations as required
18. Consult with owner as may be required for resolution of any potential dispute with Contractor.
19. 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.



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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>Tasks</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Hourly Not To Exceed</u>	<u>Total Fees</u>
Task 1	Preconstruction Services	\$0.00	\$30,860.00	\$30,860.00
Task 2	Construction Management Services	\$0.00	\$138,110.00	\$138,110.00
	TOTAL	\$0.00	\$168,970.00	\$168,970.00

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



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EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: City of Marathon - Utility & Public Works Maintenance Facility Building Construction Management – Construction Management

Client Name: City of Marathon
Client Contact: Mr. Carlos Solis, P.E.
Client Address: 9805 Overseas Hwy, Marathon, FL 33050
Client Phone/Cell: +1 (305) 289-5008 / +1 (305) 481-0451
Client E-mail: solisc@ci.marathon.fl.us

CMA Project No. P15.100
Agreement Date: October 7, 2015 (Revised December 1, 2015)

FEE: Hourly Not to Exceed without Client Authorization of \$168,970.00

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

JOSE L. ACOSTA, VICE PRESIDENT
Print Name/Title

6/27/16
Date

CITY OF MARATHON (CLIENT)


Authorized Signature

Deputy City Manager
Print Name/Title

6/28/2016
Date

Marathon Public Works Bldg - Const Mgmt

Project Hourly Estimate

CMA Proposal No. P15.100

No.	Description	Admin. \$60	Assoc. Eng \$100	Const Insp \$90	Sr. Eng \$135	Sr. Const Insp/PM \$135	Sr. PM \$155	Principal \$215	Subtotal	Total
Task 1	Preconstruction	0.0	0.0	0.0	24.0	120.0	8.0	0.0	\$ 20,680.00	\$ 20,680.00
Task 2	Construction Management	0.0	0.0	640.0	0.0	800.0	0.0	4.0	\$ 166,460.00	\$ 166,460.00
	Project Total Estimate	0.0	0.0	640.0	24.0	920.0	8.0	4.0		\$ 187,140.00