



COUNCIL AGENDA STATEMENT

Meeting Date: September 21, 2023  
To: Honorable Mayor and Councilmembers  
From: Carlos A. Solis, P.E. Director of Public Works & Engineering  
Through: George Garrett, City Manager

Agenda Item: **Resolution 2023-94**, Accepting The Responsible Proposal And Approving A Work Authorization Under Our Continuous Service Contract With Chris Tel Construction. In An Amount Not To Exceed \$47,864.00 For Pre-Construction Services For The Quay Restroom; Authorizing The City Manager To Execute The Contract And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

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BACKGROUND & JUSTIFICATION:

The City has long desired to install restroom facilities at the Quay property and has subsequently obtained a grant from the TDC for the same. The Pre-Construction services proposal from Chris Tel Construction, one of the Construction Manager at Risk firms recently placed under contract, is for pre-construction services, which include the exploration of building a site-built building or installing a prefabricated building, design services for the building slab, the design for the built in place structure if needed, and advertisement and securing all sub-contracts, and providing the final construction cost for the project. Once this process is complete, the contract for the construction of the facility will be provided and brought to the Council for approval.

ATTACHMENTS

Proposed Contract

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan – Chapter 8	<u>  X  </u>	_____
2. Other: MCTDC grant requirement	<u>  X  </u>	_____

FISCAL NOTE:

The tentative FY24 Capital Infrastructure Budget includes appropriations of \$350,000 for this project.

APPROVED BY FINANCE DIRECTOR:

RECOMMENDATION: Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2023-94**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING THE RESPONSIBLE PROPOSAL AND APPROVING A CONTRACT UNDER OUR CONTINUOUS SERVICE CONTRACT WITH CHRIS TEL CONSTRUCTION. IN AN AMOUNT NOT TO EXCEED \$47,864.00 FOR PRE-CONSTRUCTION SERVICES FOR THE QUAY RESTROOM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED 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**, the City obtained a grant for the installation of restroom facilities at the Quay property; and

**WHEREAS**, the pre-construction services proposal from Chris Tel Construction (the “Consultant”) one of the Construction Manager at Risk firms recently placed under contract, is for pre-construction services, which include the exploration of building a site-built building or installing a prefabricated building, design services for the building slab, the design for the built in place structure if needed, and advertisement and securing all sub-contracts; 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 in the amount not to exceed \$47,864.00, 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 21<sup>st</sup> DAY OF SEPTEMBER, 2023**

**THE CITY OF MARATHON, FLORIDA**

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**Luis Gonzalez, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

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

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Steve Williams, City Attorney

**EXHIBIT "A"**  
**PROJECT SPECIFIC AGREEMENT**

**CHRIS TEL CONSTRUCTION**

**WORK AUTHORIZATION 1**

**PROJECT SPECIFIC AGREEMENT**  
**Between**  
**THE CITY OF MARATHON, FLORIDA**  
**And**  
**Chris Tel Construction**  
**For**  
**Restroom Facility Installation at The Quay Property**

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and Chris Tel Construction, (the “Contractor”) August 17, 2023 this Project Specific Agreement authorizes the Contractor to provide the services as set forth below:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONTRACTOR shall provide Pre-Construction services to the CITY for the development of the Quay Restroom along with associated site improvements as required for the project. as depicted in Exhibit “1”.

1.2 The “Scope of Services and Project Schedule” and tasks to be provided by the CONTRACTOR for this Project are those services and tasks as included in Exhibit “1”.

1.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

**SECTION 2. DELIVERABLES**

2.1 As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables as included in Exhibit “1”.

**SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties. The work shall be substantially completed within **One Hundred and Fifty (150)** Days, from the execution of this agreement.

3.2 **Commencement.** The CONTRACTOR’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date of this agreement.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONTRACTOR shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with Section 3.1 above. The number of calendar days from the NTP Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the CITY in writing, in the event that the CONTRACTOR fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONTRACTOR shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$       N/A       per day. The CONTRACTOR may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

#### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Compensation.** CITY agrees to pay CONTRACTOR as compensation for performance of all services described in Exhibit "1" \$N/A plus reimbursable expenses not to exceed \$N/A. Total not to exceed amount for this Work Authorization is \$N/A OR, IF HOURLY, "CITY AGREES TO PAY CONTRACTOR COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$47,864.00\_\_\_\_\_."

#### **SECTION 5. BILLING AND PAYMENTS TO THE CONTRACTOR**

##### **Invoices**

5.1.1 CONTRACTOR shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner for work completed during that period. These invoices shall identify the nature of the work performed. Invoices will show the percentage of amount billed against this work authorization and shall not exceed the not-to-exceed amount without authorization

from the City. The CITY shall pay CONTRACTOR within thirty (30) calendar days of approval by the City's Project Manager of any invoices submitted by CONTRACTOR to the CITY.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONTRACTOR is disputed, or additional backup documentation is required, the CITY shall notify the CONTRACTOR within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONTRACTOR shall provide the CITY with additional backup documentation within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONTRACTOR. The CITY, at its sole discretion, may pay to the CONTRACTOR the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the CITY becomes credibly informed that any representations of the CONTRACTOR, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONTRACTOR is not in compliance with any term or condition of this Project Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONTRACTOR until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY's reasonable satisfaction.

5.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of five percent (5%) of any payment due to the CONTRACTOR for work performed until the work is completed. Said retainage may be withheld at the sole discretion of the City Manager or his/her designee and as security for the successful completion of the CONTRACTOR'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONTRACTOR'S invoice for final payment shall constitute the CONTRACTOR'S representation to the CITY that, upon receipt from the CITY of the amount invoiced, all obligations of the CONTRACTOR to others, including its Subcontractors, incurred in connection with the Project, shall be paid in full. The CONTRACTOR shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all subcontractors, and releases of liens. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONTRACTOR.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 Termination of contract shall be in accordance with Section 21 of the Continuous Service Contract referenced in the first paragraph of this agreement.

## **SECION 7. COMPLIANCE WITH LAW**

7.1 **COMPLIANCE WITH LAWS** – The parties shall comply with all applicable local, state and federal laws and guidelines relating to the services that are subject to this Agreement. Federal regulations apply to all of the City of Marathon contracts using Federal funds as a source for the solicitation of goods and services. The following Federal requirements apply to this Emergency Agreement:

7.2 **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

7.3 **CLEAN AIR AND WATER ACTS:** The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), (Contracts and/or subcontracts, and sub grants of amounts in excess of \$100,00.00).

7.4 **CONTRACT WORK HOURS AND SAFETY STANDARDS:** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Constructions contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

7.5 **COPELAND ANTI-KICKBACK ACT:** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction repair).

7.6 **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

7.7 **DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS:** The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of

race, color, national origin or sex in the award and performance of federal assisted contracts.

7.8 **ENERGY POLICY AND CONSERVATION ACT:** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

7.9 **EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees).

7.10 **REPORTING:**

7.10.1 **Reports Submission:** Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial status Report (SF 269) or outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

7.10.2 **Reports Acceptance:** FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close grant in writing.

7.11 **RETENTION OF ALL RECORDS:** The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

7.12 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**SECTION 8 INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT**

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated **August 17, 2023** between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

**PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY NEGLIGENCE.**

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## **SECTION 9 INTENTIONALLY LEFT BLANK**

### **SECTION 10 Project Records**

10.1 All final plans, documents, reports, studies and other data prepared by the Contractor or a Subcontractor will bear the endorsement of a person in the full employ of the Contractor or the Subcontractor and duly registered in the appropriate professional category.

10.2 After the City's acceptance of final plans and documents, an electronic copy of the Contractor's or the sub-Contractor's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.

10.3 Upon completion of any construction by a contractor on a project assigned to Contractor, the Contractor shall furnish acceptable field verified "record drawings" of the work on full sized prints (and/or electronic data file if requested by the City). The Contractor shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Contractor.

10.4 The Contractor shall not be liable for use by the City of said plans, documents, studies or other data for any purpose other than stated in the applicable Project Specific Agreement.

10.5 All tracings, documents, data, deliverables, records, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of City, and reproducible copies shall be made available upon request to the City.

10.6 All project records shall be maintained by the Contractor and made available upon request of the City of Marathon.

10.7 City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. During this time period the City Manager or designee has access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement, including its financial records. The City may cancel this Agreement for refusal by the Contractor to allow access by the City Manager or designee to any records pertaining to work performed under this Agreement.

### **SECTION 11 Ownership and Access to Public Records.**

- 11.1 All records, books, documents, maps, data, deliverables, papers and financial information (the “Records”) that result from the Contractor providing services to the City under this Agreement shall be the property of the City.
- 11.2 The Contractor is a “Contractor” as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
1. Keep and maintain public records required by the City to perform the service.
  2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
  4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- 11.3 “Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.
- 11.4 Should the Contractor assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.
- 11.5 The Contractor consents to the City’s enforcement of the Contractor’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Contractor shall pay all court costs and reasonable attorney’s fees incurred by the City.
- 11.6 The Contractor’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure

by the Contractor shall be grounds for immediate unilateral cancellation of this Agreement by the City.

- 11.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, [CITYCLERK@CL.MARATHON.FL.US](mailto:CITYCLERK@CL.MARATHON.FL.US), OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

## **SECTION 12 E-VERIFY**

12.1 **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

**PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.**

IN WITNESS WHEREOF, the parties have executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CONTRACTOR:**

**CITY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: City Manager

**ATTEST:**

\_\_\_\_\_  
Diane Clavier, City Clerk

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

\_\_\_\_\_  
City Attorney

This agreement shall be executed on behalf of Contractor by its President or a Vice President. If executed by a person other than Contractor's President or a Vice President, then attach evidence of that person's actual authority to bind Contractor to this agreement.

# EXHIBIT 1



September 5, 2023

Mr. Carlos Solis, P.E.  
Public Works Director  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

Re: The Quay – Preconstruction Services

Dear Mr. Solis,

We are pleased to provide you our proposal for Preconstruction Services for the City of Marathon, The Quay Restroom Project.

The Construction Management Fee is to be determined at a later date:

1. Our estimated Cost for Preconstruction Services (including Design and Permitting) is \$47,864.00. This would provide you with a 30% Budget Estimate (DD), Bidding and Final GMP Cost estimate to establish the Contract amount at 100% Construction Documents. This was based upon a five (5) Month Design/Preconstruction Timeline Schedule. This proposal also allows for ample monies to advertise for bids based on the City's advertising timeframe requirements.

- a. Preconstruction Services shall be payable at the completion of the following milestones:

**Construction Manager**

i. GMP Cost Proposal Prep, Delivery and Buyout	\$36,764.00
ii. Additional other Miscellaneous Costs	<u>\$3,600.00</u>
<b>CM Sub Total</b>	<b>\$40,364.00</b>

**Design Firms**

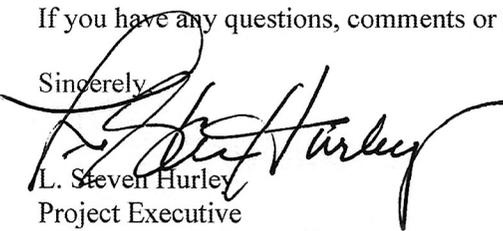
i. Construction Documents	\$7,500.00
<b>Design Sub Total</b>	<b>\$7,500.00</b>

**Grand Total** **\$47,864.00**

2. We have attached a copy of our Standard Staff Billable rates and a Labor Cost Breakdown.

If you have any questions, comments or need anything additional, please feel free to call.

Sincerely,

  
L. Steven Hurley  
Project Executive

Attachments:

1. Preconstruction Cost Breakdown.
2. Chris-Tel Standard Staff Billable Rates



**City of Marathon  
The Quay Restroom Facilities**



**Preconstruction Services Labor Cost Breakdown  
August 31, 2023**

Personnel	2023			2023			2024			Hours	Rates	Total Amount	% Involvement
	Oct	Nov	Dec	Jan	Feb	2024	2024	2024					
Project Executive	8	20	8	8	20	20	64	\$ 204	\$ 13,056	7.34%			
Senior Project Manager	2	2	4	4	4	4	16	\$ 159	\$ 2,544	1.83%			
Project Manager	0	0	4	4	4	4	12	\$ 126	\$ 1,512	1.38%			
Project Manager - Scheduler	0	4	0	0	4	4	8	\$ 112	\$ 896	0.92%			
Estimator	20	40	20	40	60	60	180	\$ 102	\$ 18,360	20.64%			
Project Coordinator/Admin	0	2	0	2	2	2	6	\$ 66	\$ 396	0.69%			
<b>Total</b>	<b>30</b>	<b>68</b>	<b>36</b>	<b>58</b>	<b>94</b>	<b>94</b>	<b>286</b>		<b>\$ 36,764</b>				

Provide 30% Schematic Budget

Provide 100% Budget and GMP

**The City of Marathon  
The Quay Restroom Facilities**

**August 31, 2023**

**Preconstruction Services Labor Cost Breakdown - Detail Summary**

Code	Description	Quantity	Unit	Unit Cost	Amount	Total Cost
011600	PROJECT EXECUTIVE Project Executive	64	hrs	204	13,056	13,056
011690	SR PROJECT MANAGER SR Project Manager	16	hrs	159	2,544	2,544
011701	PROJECT MANAGER Project Manager	12	hrs	126	1,512	1,512
011701	PROJECT MANAGER - SCHEDULER Project Manager -Scheduler	8	hrs	112	896	896
017516	ESTIMATING Estimator	180	hrs	102	18,360	18,756
	Asst PM or Admin. Asst	6	hrs	66	396	
<b>Subtotal Salaried Costs</b>						<b>36,764</b>
001113	LEGAL ADVERTISEMENTS Legal Ad for Bidding	3	ls	1,200	3,600	3,600
<b>Subtotal Other Costs</b>						<b>3,600</b>
<b>TOTAL PRECONSTRUCTION SERVICES COSTS</b>					<b>\$</b>	<b>40,364</b>



Attachment "A"  
**FLORIDA KEYS BILLABLE RATES**

12-09-2022

The following Chris-Tel Construction titled employees' time spent working on the project will be billed to the project at the fixed rates listed below. These rates include all labor, labor burden, and fringe benefits costs.

POSITIONS	RATE/HR
PROJECT EXECUTIVE	204
MANAGER OF ESTIMATING	200
SENIOR ESTIMATOR	157
ESTIMATOR	102
JUNIOR ESTIMATOR	72
MANAGER – BIM/VDC	145
SENIOR BIM/VDC COORDINATOR	105
BIM/VDC COORDINATOR	80
SENIOR PROJECT MANAGER	159
PROJECT MANAGER II	126
PROJECT MANAGER I	112
PROJECT MANAGER/SCHEDULER	112
ASSISTANT PROJECT MANAGER	72
PROJECT ENGINEER	64
CONTRACT ADMINISTRATOR	64
SENIOR SUPERINTENDENT	152
SUPERINTENDENT II	110
SUPERINTENDENT I	105
ASSISTANT SUPERINTENDENT	79
CARPENTER	101
LABOR FOREMAN	52
LABORER	45
MANAGER ACCOUNTING	95
PROJECT ACCOUNTING	61
PROJECT COORDINATOR	66
SAFETY & RISK MANAGEMENT	103
INTERN	38

# Design Services Proposal



**LITTLE RED ROOSTER**  
Your Vision • Our Passion

<b>To:</b> (Chris-Tel Construction)	
11400 Overseas HWY., Suite 208	
Marathon, FL 33050	
Attn: Steve Hurley	
shurley@christelconstruction.com	
<b>From:</b> Phillip D. Badalamenti	
<b>Little Red Rooster (Design Professional)</b>	<b>Date:</b> September 4, 2023
25 Ships Way	<b>Via:</b> E-mail
Big Pine Key, FL 33043	<b>LRR Project No.:</b> P23027
<b>RE:</b> Quay Restrooms – MM 53.5 Overseas HWY., Marathon, FL 33050	

## Project Description:

The project consists of a new +/- 320 sf (Approximately 16'-0" x 20'-0") elevated bathroom facility at a proposed public park located near MM 53.5 in Marathon, FL. The work will be delivered in two phases, the first will be to verify the scope of the project and construction approach, the second will be to create construction documents necessary to construct the building. There will be one single occupant accessible restroom for each sex, a small utility room with mop sink, storage, and electrical panel. Ventilation will be by louvers and roof mounted exhaust, no air conditioning is planned. The utilities for the park will enter at or near this location including the main electrical service and disconnect, estimated at 200A. The work will also include any ramping required to reach the finished floor elevation of the facility. Scope of work for each phase is as follows:

Phase 1 – Preliminary and Schematic Design:

- Create two design options for evaluation by Chris-Tel Construction (Client), and City of Marathon (Owner) as follows: 1. Modular unit set on site-constructed foundation/podium, and 2. Site-constructed CBS building.

Phase 2 – Construction Documents/Construction:

- Based upon review and evaluation of the options delivered in Phase 1, the Design Professional will make minor revisions to the selected option and secure engineering consultants necessary to deliver construction documents for the project.

## Services:

- Preliminary Services: Code Research, Existing Conditions verification and Documentation as required.
- Design Services: Develop 2 options (1 plan with two delivery options, roof plan, exterior elevations) for review by client. Make minor revisions to the design as necessary to achieve design approval.
- Construction Documents: create technical documents for permitting and construction.
- Bidding: Assist Client with solicitation and review of Contractor proposals and selection.
- Permitting: Obtain Plan Approval from AHJ.
- Construction Administration: respond to questions and observe construction progress.

# Design Services Proposal

The Base fee for the services will be **\$7,500.00 (SEVEN THOUSAND FIVE HUNDRED DOLLARS)**.  
Breakdown of fees by Discipline and Phase is as follows:

<b>Base Fee (Bathroom Building Only):</b>			
<b>Service</b>	<b>Architecture/ID</b>	<b>Engineering (MEP/S)</b>	<b>Total</b>
Preliminary Services	\$900.00	\$0.00	<b>\$900.00</b>
Design Services	\$1,800.00	\$0.00	<b>\$1,800.00</b>
Construction Documents	\$2,400.00	\$2,400.00	<b>\$4,800.00</b>
Bidding	Included	Included	<b>Included</b>
Permitting	Included	Included	<b>Included</b>
Construction Administration	Included	Included	<b>Included</b>
<b>Subtotal</b>	<b>\$5,100.00</b>	<b>\$2,400.00</b>	<b>\$7,500.00</b>

<b>Schedule:</b>	
<b>Phase/Milestone</b>	<b>Date/Date Range (Duration)</b>
• Project Award	Week of 9/4/2023
• Preliminary Services	9/11/2023 – 9/22/2023 (2 weeks)
• Design Services	9/25/2023 – 10/6/2023 (2 weeks)
• Construction Documents	TBD Based upon Client/Owner Review
• Bidding	TBD
• Permitting*	TBD
• Construction	TBD

\*Design Professional cannot guarantee plan approval within a given timeframe.

<b>Deliverables:</b>
• Stamped and Signed Drawings (A/MEP/S) for submission to AHJ.
• Energy Calculations for permit submission (if required)

<b>Stipulations:</b>
• Services will begin upon receipt of signed and dated proposal, deposit amount (if requested), elevation certificate, and current survey with topography.
• Design Professional's rate is \$150.00/hr. for Architecture services. Hourly rates, where indicated in the fee schedule, are <b>in addition to</b> the base fee for the work.
• Fire Alarm System Design, if required, is excluded from the work. Engineer will indicate modifications in drawings as a performance-based specification for execution by the Fire Alarm Contractor.
• No renderings are included in the fee.
• Low Voltage wiring for telecommunications, security, cctv, data, etc. is excluded from the work. Design professional will show pathways and device locations for system design and installation by others.
• Sprinklers are excluded from the work.
• Code required signage only is included in the fee. All other signage is excluded.
• No services beyond those specifically enumerated above are included in the agreement.

# Design Services Proposal

A non-refundable reimbursable expense allowance of \$0.00 is included in the fee to cover basic project expenses incurred in the prosecution of the work such as and delivery, printing, travel, etc. Expenses over the allowance will be billed to client at direct cost. Permitting and plan review fees will be paid by client based upon Authority's fee schedule and subsequent check request made by Design Professional.

<b>Deposit:</b>	<b>NONE</b>
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**Agreement:** Services will begin upon receipt of signed contract, deposit amount if indicated, and any items of information requested in stipulations.

Design Professional:  September 4, 2023	Client:
Phillip D. Badalamenti President   Design Director	Signature
Date	Date
The terms and conditions that follow apply to this agreement.	Printed Name
	Title Signature above represents authority to sign on behalf of client.