

Resolution No. 13-146
Amendment #1 to C E& I Agreement for Railroad Depot

WHEREAS, the City Council approved Hoar Program Management to perform CE&I on the Train Depot on March 4th by 2013 Resolution 13-046; and

WHEREAS, that agreement was for pre-construction oversight; and

WHEREAS, the attached amendment includes the construction phase of the Depot renovations,

THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the above described attached amendment to the Hoar Agreement is approved and the Mayor is authorized to execute on behalf of the City the amended agreement with Hoar Program Management for construction management on the Depot TE Project.

Adopted this 17th day of June, 2013.

May 16th, 2013

Amendment No. 1

To
AGREEMENT BETWEEN CITY OF DECATUR AND HOAR PROGRAM MANGEMENT, A DIVISION OF HOAR
CONSTRUCTION, LLC

For
The Decatur Train Depot Project

Contract dated February 8, 2013
By and between

City of Decatur, Owner
And
Hoar Program Management, a division of Hoar Construction LLC, Program Manager

Add the following services pursuant to the terms and conditions herein:

1. Program Manager will provide oversight of the ALDOT approval process, bidding process, and inspections of the construction project including proper documentation requirements for ALDOT in accordance with the attached Exhibit "A", Management Plan for City of Decatur dated May 16th, 2013.
2. The fees for this scope of services shall not exceed \$92,450 (Ninety-two thousand four-hundred and fifty dollars). The time frame for ALDOT approval/processing and bidding of the work has been set for the time period between May 1, 2013 and August 31st, 2013. If this time frame for approval extends beyond the August 31st date and construction does not begin by September 1st, 2013, HPM will maintain the current fee schedule due to excessive review times by ALDOT. If the scope of work increases and/or changes during this time frame requiring significant plan revision, HPM reserves the right to discuss further fees required for additional services and hours required due to the changes.
3. The duration for this work previously commenced on May 1st, 2013 and will complete by February 28th, 2014.
4. HPM's scope of services personnel and anticipated reimbursable expenses are set forth in Exhibit "B" dated May 16th, 2013.
5. Rates outside of this proposal are set forth in Exhibit "C" dated January 1st, 2013.

The Owner and the Program Manager agree to the terms herein.

CONTRACTING PARTIES

PROGRAM MANAGER

OWNER

Hoar Program Management

City of Decatur

By: _____
Mike Lanier
Principal

By: _____
Don Kyle
Mayor, City of Decatur

EXHIBIT "A"
Management Plan
For
City of Decatur

May 16th, 2013

ARTICLE 3
BASIC SERVICES

3.5 Construction Phase:

3.5.1 Program Management:

3.5.1.1 Project Management and Construction Phase Communication

Procedures: PM may, as defined in Amendment #1 Dated 5.16.13, provide and maintain a management team on the Project site as necessary to provide contract administration as an agent of Owner and PM shall establish and implement coordination and communication procedures among PM, Owner, Designer and Prime Contractor. The personnel for the team will be limited by the hours as stated below.

Provide a senior program manager or senior project manager to monitor the ALDOT submittal process and Architect's submission of plans through bidding the abatement and renovation projects simultaneously.

Provide a project manager who will spend 16 hours a week on and off site to aid in the coordination of the project and attend weekly owner/architect/contractor meetings once construction begins.

Provide a field coordinator for the project who will make a weekly half day site visit and perform any follow up work or visits for an 8 hour a week billing once abatement and construction begins.

3.5.1.2 Review of Requests for Information, Shop Drawings, Samples, and Other Submittals: PM shall examine Prime Contractor's requests for information, shop drawings, samples, and other submittals to determine the anticipated effect on the Project requirements, the Budget, and the Contractor's Schedule. PM shall forward to Designer for review, approval or rejection, as appropriate, the request for clarification or interpretation, shop drawing, sample, or other submittal, along with PM's comments. PM's comments shall not relate to design considerations, but rather to matters of cost, scheduling and time of construction, and clarity, consistency, and coordination in documentation. PM shall receive from Designer, and as appropriate transmit to Prime Contractor, all information received from Designer.

3.5.1.3 Operation and Maintenance Materials: PM shall receive from Prime Contractor operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the Project. PM shall deliver this information to Owner and shall provide a copy of the information to Designer.

3.5.1.4 Substantial Completion: As appropriate, PM, in consultation with Designer, shall review the work and recommend to Owner when the Project and Prime Contractor's Work is substantially complete. In consultation with Designer, PM shall, prior to the Designer issuing a Certificate of Substantial Completion, insure the Designer prepares a list of incomplete work or work which does not conform to the requirements of the Contract Documents. This list shall be attached to the Certificate of Substantial Completion.

3.5.2 Time Management:

3.5.2.1 Construction Schedule Report: PM shall, on a monthly basis, review the progress of construction of Prime Contractor, shall evaluate the percentage complete of each construction activity as indicated in Prime Contractor's Construction Schedule and shall review such percentages with Prime Contractor. This evaluation shall serve as data for input to the periodic Construction Schedule Report that shall be prepared and distributed to the Owner and Designer by PM. The Report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to Prime Contractor. PM shall advise and make recommendations to Owner concerning the alternative courses of action that Owner may take in its efforts to achieve Contract compliance by Prime Contractor.

3.5.2.2 Recovery Schedules: If the work of a Prime Contractor is behind schedule, after consultation with Owner, PM may require Prime Contractor to prepare and submit a Recovery Schedule, as specified in the Contract Documents.

3.5.3 Cost Management:

3.5.3.1 Schedule of Values (Each Contract): PM shall, in consultation with Prime Contractor, determine a Schedule of Values for the construction contract. The Schedule of Values shall be the basis for the allocation of the total Contract Price to the activities shown on Prime Contractor's Construction Schedule, so that each of Prime Contractor's activities shall be allocated a price and the sum of the prices of the activities shall equal the total Contract Price. Progress payments to Prime Contractor shall be based on Prime Contractor's percentage of completion of the scheduled activities as set out in the Construction Schedule Reports and Prime Contractor's compliance with the requirements of the Contract Documents.

3.5.3.2 Cost Records: In instances when a lump sum or unit price is not determined prior to Owner's authorization to Prime Contractor to perform change order Work, PM shall request from Prime Contractor records of the cost of payroll, materials and equipment and the amount of payments to each subcontractor or supplier incurred by Prime Contractor in performing the Work.

3.6 Post-Construction Phase:

3.6.1 Program Management:

3.6.1.1 Record Documents: PM shall coordinate and expedite submittals of information from Prime Contractor for preparation of record ("as-built") drawings and specifications, and shall coordinate and expedite the transmittal of such record documents to Owner.

3.6.1.2 Operation and Maintenance Materials and Certificates: Prior to the Final Completion of the Project, PM shall insure the Contractor compiles manufacturers' operations and maintenance manuals, warranties and guarantees, and certificates, and index and bind such documents in an organized manner. This information shall then be provided to Owner.

3.6.1.3 Occupancy Permit: PM shall assist Owner in obtaining an Occupancy Permit by coordinating final testing, preparing and submitting documentation to governmental agencies, and accompanying governmental officials during inspections of the Project.

3.6.1.4 Monthly Reporting: PM shall provide a monthly report at the beginning of the month to include project summary, activities that occurred in the prior period, project budget update, schedule update, and any critical issues.

EXHIBIT B

Proposed Schedule of Costs, Reimbursables and Fees for Services

Project Name: Decatur Train Depot Abatement & Restoration

Project Number: 3853

Firm Name: Hour Program Management

Date of Proposal: 16-May-13

Phase of Service (Pre-Design or Pre-Construction or Construction): ALDOT Approval/Construction

Beginning: 1-May-13

Assumed Duration of this Phase of Service: 10 months

ITEM	Title	Cost	Unit	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Total (this sheet)
Personnel														
G. Ellis	Precon Director	170	Hour	-	-	-	-	-	-	-	-	-	-	\$0.00
J. Goree	Estimator	125	Hour	-	-	-	-	-	-	-	-	-	-	\$0.00
Andy Bernard	Sr. Project Manager	160	Hour	-	160	320	320	1,440	1,440	1,440	1,440	1,440	1,440	\$9,440.00
TBD	Project Manager	155	Hour	-	-	-	-	7,130	7,130	7,130	7,130	7,130	7,130	\$42,780.00
Chad Wilson	Sr. Program Manager	165	Hour	990	1,320	1,320	1,980	-	-	-	-	-	-	\$5,610.00
TBD	Quality Control	155	Hour	-	-	-	-	3,720	3,720	3,720	3,720	3,720	3,720	\$22,320.00
Lanie Kendrick	Admin Asst	50	Hour	100	300	300	300	850	850	850	850	850	850	\$6,100.00
Frank Maszac	Regional	175	Hour	-	-	-	-	-	-	-	-	-	-	\$0.00
Reimbursable Expenses														
Travel	\$ / Trip	100		200	200	200	200	500	500	500	500	500	500	3,800
Phone	Month	200		-	-	-	-	200	200	200	200	200	200	\$1,200.00
Drayage	Month	100		-	-	-	-	100	100	100	100	100	100	\$600.00
Printing (Bid sets by CC)	Month	500		-	-	-	-	-	-	-	-	-	-	\$0.00
Jobsite Photos	Month	100		-	-	-	-	100	100	100	100	100	100	\$600.00
Total				1,290	1,980	2,140	2,800	14,040	14,040	14,040	14,040	14,040	14,040	\$92,450.00

HOAR
PROGRAM
MANAGEMENT

EXHIBIT C

City of Decatur
OWNER – PROGRAM MANAGER CONTRACT
CURRENT BILLING RATES
January 1, 2013

Mike Lanier – President – Program Management	\$ 225.00 / hr
Jason Abernathy – Director of Construction Services	\$ 190.00 / hr
TBD – Group Leader	\$ 180.00 / hr
Greg Ellis – Director of Preconstruction Services	\$ 170.00 / hr
Chad Wilson – Senior Program Manager	\$ 165.00 / hr
Andy Bernard – Senior Project Manager	\$ 160.00 / hr
TBD - Project Manager	\$ 155.00 / hr
TBD – Project Field Coordinator	\$ 155.00 / hr
James Goree - Estimator	\$ 125.00 / hr
TBD – Project Engineer	\$ 110.00 / hr
Pamela Allen – Cost Manager	\$ 90.00 / hr
Charlotte Lewter – Bookkeeper	\$ 65.00 / hr
TBD - Administrative Assistant	\$ 50.00 / hr