

TASK ORDER 1-14 FAC

ENGINEERING SERVICES FOR ADDITIONAL STRUCTURAL TESTING OF THE EXISTING GLYNN ARCHER FACILITY

This TASK ORDER 1-14 FAC is issued under the terms and conditions of the AGREEMENT TO FURNISH GENERAL ENGINEERING SERVICES TO THE CITY OF KEY WEST ("AGREEMENT") between the City of Key West ("CITY") and CH2M HILL, Engineers, Inc. ("CONSULTANT") dated November 19, 2012 which is incorporated herein by this reference.

A. <u>SCOPE OF SERVICES</u>

Specific services that the CONSULTANT agrees to furnish are summarized on the attached statement entitled TASK ORDER 1-14 FAC SCOPE OF SERVICES. The Scope of Services defines the work effort anticipated for the Task Order.

B. <u>TIME OF COMPLETION</u>

Work under this Task Order will begin immediately following acceptance and be completed expeditiously subject to coordination with the City of Key West staff.

C. <u>COMPENSATION</u>

Compensation for the labor portions of TASK ORDER 1-14 FAC, will be on a lump sum fee basis as stipulated in Article 5, Paragraph 5.1.1 of the AGREEMENT. Compensation for the expenses will be on a Cost Reimbursable-Per Diem basis as stipulated in Article 5, Paragraph 5.1.2 of the AGREEMENT. The estimated compensation is shown on the attached statement entitled TASK ORDER 1-14 FAC COMPENSATION.

D. <u>ACCEPTANCE</u>

By signature, the parties each accept the provisions of this TASK ORDER 1-14 FAC, and authorize the CONSULTANT to proceed at the direction of the City's representative in accordance with Article 1, SCOPE OF SERVICES. Start date for this Project will be no later than ten (10) days after execution of this authorization.

For CH2M HILL, Engineers	For CITY OF KEY WEST				
By: William D. Beddow, P.E. Vice President	By: Bob Vitas City Manager				
Andrew H. Smyth, P.E.	Dated the day of, 2014				
Key West Office Manager	ATTEST:				

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SCOPE OF SERVICES

Project Description

The CITY is currently moving forward with the design of the Glynn Archer school conversion to the new City Hall. Due to the age of the existing school, the City had concerns with the potential environmental and structural issues as well as the ability (and cost) of bringing the building(s) up to current Florida Building Codes. To address these concerns the City completed a property condition assessment of the existing facility. The recommendations of the property condition assessment included a program of non-destructive testing on the concrete.

Purpose

The CITY has requested that the ENGINEER provide engineering assistance with the additional non-destructive testing of the existing concrete. The structural testing of the Glynn Archer School facility will include: Building A, Auditorium, and Building B.

Scope of Services

The following tasks describe the activities to be performed by the ENGINEER.

Task A - On-Site Structural Testing

The ENGINEER's team will work with the City and their design consultant who will establish a testing protocol, which will be reviewed by the ENGINEER. The City's testing protocol will attempt to determine size, spacing and quantity of existing steel reinforcement as well as addition compressive strength information of the existing structures. The team along with contracted services of responsive, responsible professional sub-consultant(s) will provide on-site testing of the existing Glynn Archer school facility. The data obtained will be submitted to the CITY.

Task A.1 - Structural

Subject to confirmation by the testing protocol to be established by the City's design consultant, the structural testing will include the following:

• Obtain concrete strength and reinforcement structural testing information.

<u>Concrete Strength:</u> Concrete cores will be performed at six (6) locations to determine the compressive strength of the concrete. Use of a pachometer or ground penetrating radar will be used to attempt to clear the steel reinforcement prior to drilling The holes created by the coring

will be roughly patched with concrete having a 28 day strength of at least 4000 psi and be of such a mix as to be compatible with the existing concrete, however, a finished patch will need to be provided by others. Windsor Probes or Concrete Rebound Hammer will be used to calibrate against the cylinder strength and to thus help determine the compressive strength of the previous seven (7) concrete core locations.

<u>Wall, Wall Corner, Pilaster, Jamb and Column Reinforcement:</u> Ground Penetrating Radar with Pachometer or Profometer soundings will be performed at fifty-two (52) locations to determine the location and identify reinforcing in the walls, wall corners, pilasters, jambs and columns and establish their spacing in select areas. Once GPR testing is completed, a pachometer may be used to verify similar reinforcement locations and spacing in similar walls, wall corners, pilasters, jambs and columns throughout the building. The stucco surface will be removed if and where necessary, prior to performing the tests. Stucco patching will be used to roughly replace the stucco, however, this finish patching shall be provided by others.

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A \$60,708.00 budget allowance has been included in this task for concrete testing services.

Deliverables

• Copies of all test results.

Assumptions

The following assumptions were used in the development of this Task Order:

- Engineer does not mark-up any expenses or subcontractor costs per the current Master Services Agreement (MSA).
- Complete access to the facility will be provided.
- City will assist with Engineers obtain access to high areas.
- Budget allowances have been included for concrete testing services.
- Final patching and stucco repairs will be completed by others
- This scope of work does not include interpretations, structural recommendations, design services, or cost estimating for the project.

Additional Assumptions and Limitations Supplemental Terms and Conditions

ENGINEER's services will be governed by the negligence standard for professional services, measured as of the time those services are performed. To the maximum extent permitted by law, ENGINEER's liability for the CITY's damages for any cause or combination

of causes, which arise from ENGINEER's services under this Agreement, in the aggregate, not exceed \$100,000 or the fee for this project, whichever is lower. This indemnity will not apply to claims or damages caused by ENGINEER's intentional misconduct or sole negligence, and takes precedence over any conflicting articles of this Agreement. As used herein, ENGINEER includes any affiliated corporations, subcontractors, and any of its officers or employees.

In no event shall ENGINEER, its affiliates, officers, employees or subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to, loss of revenue or profits, suffered or incurred by CITY or any of its agents, including other contractors engaged at the site, as a result of this Agreement or ENGINEER's performance or nonperformance of services.

This Provision takes precedence over any conflicting Provision of the Agreement between ENGINEER and the CITY, and any document incorporated into it or referenced by it. These limitations of liabilities shall apply whether such liability is claimed to arise in breach of contract or warranty, tort (including negligence), strict or statutory liability or otherwise.

The CITY waives all claims against ENGINEER, including those for latent defects that are not brought within two years of substantial completion of the work or final payment to ENGINEER, whichever is later.

This proposed scope of services gives no rights or benefits to anyone other than the CITY and ENGINEER and has no third party beneficiaries.

It is understood and agreed to between the parties, that City shall indemnify and hold harmless Engineer from and against any and all claims, losses, damages, liabilities, and costs, including but not limited, to costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligence or willful misconduct of Engineer, its employees, consultants or subcontractors in the performance of this Agreement.

Obligations of the CITY

To assist in performing the testing outlined in this proposal, the CITY will provide the following:

- The CITY will coordinate access to the facility for the testing.
- Required CITY employees will be available during the testing if required.

Additional Services

The ENGINEER will, as directed, provide additional services that are related to the project but not included within this Scope of Services. These and other services can be provided, if desired by the CITY, as an amendment to this Task Order upon the mutual agreement of the parties. Work will begin for the Additional Services after receipt of a written notice to proceed from the CITY. Such Additional Services may include:

• Additional building inspections or testing other than the those listed under Task A

Compensation

The estimated compensation for TASK ORDER 1-14 FAC is shown on the attached statement entitled TASK ORDER 1-14 FAC COMPENSATION.

Attachment A TASK ORDER 1-14 FAC COMPENSATION

TASK ORDER 1-14 FAC COMPENSATION

ENGINEERING SERVICES FOR ADDITIONAL STRUCTURAL TESTING OF THE EXISTING GLYNN ARCHER FACILITY

Task		Hours	Labor	Expenses	Total Cost
Task A - On-site testing and Evaluations		70	\$10,752	\$60,808	\$71,560
	Total	70	\$10,752	\$60,808	\$71,560

COMPENSATION BREAKDOWN									
Task Order 1-14 FAC									
TASK	TASK DESCRIPTION	HOURLY	TOTAL	LABOR	EXPENSES	TOTAL COST			
NO.		RATE	HOURS	LADOK		IOTAL COST			
Α	On-site Testing								
	Principal PM/Principal Technologist	\$182.00	18	\$3,276		\$3,276			
	QC/QA	\$154.00	4	\$616		\$616			
	Sr. Structural Engineer	\$167.00	20	\$3,340		\$3,340			
	Project Engineer	\$154.00	16	\$2,464		\$2,464			
	Contracts Administration	\$132.00	4	\$528		\$528			
	Clerical/Accountying	\$ 66.00	8	\$528		\$528			
	Environmental Testing Sub Allowance				\$60,708	\$60,708			
	Printing/Reprographics/Shipping				\$100	\$100			
On-site t	esting SUBTOTAL		70	\$10,752	\$60,808	\$71,560			
PROJEC	T TOTALS								
	TOTAL HOURS		70						
	TOTAL FEE ESTIMATE			\$10,752	\$60,808	\$71,560			
TO 6-12 I	FAC TOTAL		70	\$10,752	\$60,808	\$71,560			