

TASK ORDER 2-20 PORTS

MALLORY SQUARE MOORING IMPROVEMENTS

This TASK ORDER 2-20 PORTS 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 3, 2017 which is incorporated herein by this reference.

A. SCOPE OF SERVICES

Specific services which the CONSULTANT agrees to furnish are summarized on the attached statement entitled TASK ORDER 2-20 PORTS "SCOPE OF SERVICES." The "Scope of Services" defines the work effort anticipated for the Task Order.

This Task Order, when executed, shall be incorporated in and shall become an integral part of the November 3, 2017, Master Agreement.

B. TIME OF COMPLETION

Work under this Task Order will begin immediately following acceptance and completed expeditiously subject to coordination with the City of Key West staff. Work may be performed at any time as requested by the CITY within 12 months after the date of execution of this Task Order, at which time the Task Order will expire.

C. COMPENSATION

Compensation for the labor portions of TASK ORDER 2-20 PORTS, Tasks A will be on a lump sum fee basis as stipulated in Article 2, Paragraph 2.1 of the AGREEMENT. Compensation for Tasks B, C, D, and all expenses will be on a Cost Reimbursable-Per Diem basis as stipulated in Article 2, Paragraph 2.2 of the AGREEMENT. The estimated compensation is shown on the attached statement entitled TASK ORDER 2-20 PORTS COMPENSATION.

D. ACCEPTANCE

By signature, the parties each accept the provisions of this TASK ORDER 2-20 PORTS and authorize the CONSULTANT to proceed at the direction of the CITY's representative in accordance with the "SCOPE OF SERVICES." Start date for this project will be no later than ten (10) days after execution of this authorization.

For CH2M HILL, INC.

For CITY OF KEY WEST

By: _____
Sirpa H. Hall, P.E.
Senior Business Vice President

By: _____
Greg Veliz
City Manager

Sean McCoy, P.E.
Key West Project Manager

Dated the ____ day of _____, 2010

ATTEST: _____

TASK ORDER 2-20 PORTS

MALLORY SQUARE MOORING IMPROVEMENTS

SCOPE OF SERVICES

Project Description

Purpose

The CITY has requested that the CONSULTANT provide engineering services for the design of Mooring Improvements for the Mallory Square Cruise Berth. Various mooring and berthing arrangements were investigated under Task Order 3-18 Mallory Square Berth Improvement Study. Alternatives to better accommodate the current class of vessels currently visiting and docking in Key West were presented in a Technical Memorandum (TM) of the same name.

Scope of Services

The scope of services provided below addresses the work to be completed for the project; and includes Task A (Design), Task B (Bid Phase Services), and Task C (Construction Phase Services).

Task A - Design

A.1 - Kickoff Meeting

Prior to beginning design efforts, the CONSULTANT shall conduct a project Kick off Meeting with the City. The purpose of this meeting shall be to identify all Improvements that shall be included in the project design, as well as set schedule for delivery of design.

A.2 - 60% Preliminary Design

Under this subtask, design drawings shall be developed incorporating mooring improvements identified during the investigation phase and presented in the referenced TM. Improvements proposed for design include:

- Demolition and extension of T-Pier
- T-Pier approach demolition and widening
- Monopiles to the north and south of the berth

Draft Technical Specifications for included design elements will be submitted as part of the 60% review package. Following City Staff review of the documents, CONSULTANT shall hold a review meeting with the City to address comments for inclusion in final design.

- *Note: Any significant design changes following this review will impact both the project fee and schedule. Design Changes after 60% review shall be considered out of scope.*

A.3 - 90% Final Design

Under this subtask, City review comments will be incorporated into the 60% documents, and Final design will be completed. Upon submittal and City Review of the 90% documents, CONSULTANT shall conduct a 90% review meeting with City Staff. Once comments have been addressed, CONSULTANT shall submit Bid ready documents in .pdf format for Bid advertisement uploading to DEMAND STAR.

Deliverables

All Deliverables shall be in an appropriate electronic format, unless noted otherwise.

The following deliverables will be provided under this Task:

- Kick-off meeting Agenda/Minutes
- Preliminary Design Documents
 - City Review Meeting Agenda / Minutes
- Final Design
 - City Review Meeting Agenda / Minutes
- Bid Documents - (.pdf for upload to DEMAND STAR)

Task B -Bid Phase Services

Under this task, the CONSULTANT will provide Bid Phase assistance to the City as described below.

B.1 - Bidding

CONSULTANT will answer questions related to the design documents submitted by prospective bidders. CONSULTANT shall compile Questions and Answers and issue up to 2 (two) Addenda for inclusion in the contract.

A pre-bid meeting held by CITY staff shall be attended in person by CONSULTANTS local Project Manager, with CONSULTANTS technical staff attending via conference call as needed.

When the bid period concludes, CONSULTANT shall prepare conformed documents for contract execution.

Deliverables

All Deliverables shall be in an appropriate electronic format, unless noted otherwise.

The following deliverables will be provided under this Task:

- Addenda to Bid Documents (2 Addenda assumed)
- Conformed Construction Documents
 - 3 Half size hard copy sets with specifications
 - 1 Full size hard copy of the contract drawings

Bid services will be considered complete upon the CONSULTANT's review and forwarding of the Contractors executed documents to the CITY, and submittal of conformed documents to the CITY.

Task C - Engineering Services During Construction

Under this task, the CONSULTANT will provide Engineering services during construction as described below.

C.1 - Submittal Review / Requests for Additional Information (RFI) / Change Order Evaluation

During mobilization and pre-construction, the CONSULTANT shall review technical submittals required by the contract documents (10 assumed). Additionally, the CONSULTANT shall address contractor RFI's, (15 assumed).

Should changes arise, the CONSULTANT shall evaluate the change condition, and provide assistance with Change Management. (Up to 2 assumed).

C.2 - Closeout

CONSULTANT shall incorporate contractor redlines into the conformed documents and produce Final As-Builts.

Deliverables

All Deliverables shall be in an appropriate electronic format, unless noted otherwise.

The following deliverables will be provided under this Task:

- Digital copies of the Final Submittals and RFI's.
- Documentation / memorandums produced as part of any change analysis or Engineering opinions.
- Electronic CAD files reflecting the As-Built condition shall be submitted in AutoCad format.

Task D - Permitting

The CONSULTANT will review any existing or expired permits, sovereign submerged lands leases, or studies available from the CITY for work previously performed in the project site for consideration during the initial design phase.

The CONSULTANT will arrange a pre-application meeting via telecon with the CITY, Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE) regulatory staff. The meeting will be scheduled between project NTP and 60% design completion to discuss the project site and identify environmental constraints or concerns relative to the proposed in-water improvements. State and Federal resource agency representatives will also be invited to participate for listed species or habitat concerns. Issues and comments from regulatory and resource agency staff will be recorded in meeting minutes for consideration in further design, permitting, or mitigation planning efforts.

The CONSULTANT will prepare an Environmental Resource Permit (ERP) application for FDEP and USACE regulatory authorizations based on pre-application meeting input and 60% design effort depicting the proposed new or modified structures in jurisdictional waters. The application will contain standard ERP forms with relevant project information along with project drawings and narratives for conceptual construction methods for CITY review. CITY comments will be incorporated into application materials for agency submittal.

The CONSULTANT will prepare one response to Request for Additional Information (RAI) received from the regulatory or resource agencies from the ERP application.

The proposed improvements are anticipated to require an increase in pre-empted area under the CITY'S current sovereign submerged lands lease. The CONSULTANT will coordinate with the CITY surveyor to prepare a metes and bounds legal description for the increased area for lease modification by the FDEP or State Trustees.

The CONSULTANT will coordinate with CITY for off-site relocation of any benthic resources as avoidance/mitigation of sensitive resources in the project limits that would be impacted by the proposed improvements. Assumes an approved receiver site is available.

Deliverables

All Deliverables shall be in an appropriate electronic format, unless noted otherwise.

The following deliverables will be provided under this Task:

- Pre-Application Meeting Minutes
- Draft ERP Application for FDEP and USACE for CITY review and comment.
- Final ERP Application in electronic and hard copy to FDEP and USACE.
- One (1) response to Request for Additional Information (RAI) to FDEP and USACE.
- One (1) modified lease boundary survey in electronic and hard copy prepared by others (if necessary) for submerged land lease modification.

Schedule

Assuming no unforeseen circumstances, CONSULTANT proposes the following design delivery schedule:

- Kickoff Meeting – Within 10 days of Notice to Proceed
- 60% Design – 5 weeks following Kick Off
- 90% Design – 4 weeks following 60% City Review Meeting
- Bid Documents – 2 weeks following 90% City Review Meeting

Assumptions

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

- Existing topographic survey and geotechnical information is assumed to be available. No allowance has been included for Topographic Survey, Benthic Survey, or geotechnical investigations.
- No land or bottom land costs shall be included in cost estimating for the project.
- Concepts and design will be frozen at the end of the preliminary (60%) design phase. Re-designs after that milestones may be considered additional services.
- Unless specifically noted otherwise, Meetings shall be attended in person by CONSULTANTS local project manager, with other staff attending by conference call as required.
- Work under this Task Order will be completed in the first quarter of fiscal year 2020.
- The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change in scope.
- The design documents will be prepared for a single construction contract.
- The CONSULTANT's master specifications will be used as the basis for all technical sections in Divisions 1 through 49. The CONSULTANT's master specifications incorporating CITY requirements will be used for General Conditions, Supplemental Conditions, and other front-end documents.

Obligations of the CITY

To assist meeting schedule and budget estimates contained in this proposal, the CITY will provide the following:

- All permit fees shall be paid by the CITY.
- City shall obtain Benthic, Bathymetric, and Topographic or submerged land lease surveys if required for permitting.
- Prompt review and comment on all deliverables.
- Facilitate access to any required facilities.
- Attendance of key personnel at meetings as requested.
- CITY to provide existing topographic maps, data or existing subsurface investigation information.

Exclusions - Additional Services (Optional)

The CONSULTANT 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 the Task Order. Work will begin for the Additional Services after receipt of a written notice to proceed from the CITY.

Additional services may include, but are not limited to, the following:

- Retention of Subconsultant to perform Topographic Survey, Benthic Survey, or Geotechnical Investigations
- Re-Bidding any, or all, portions of this project or bidding of multiple projects
- Additional environmental studies or analyses required by the permitting agencies.

Compensation

Compensation for TASK ORDER NO 2-20 PORTS, is summarized in the table below. Compensation shown in more detail is Included as Attachment A TASK ORDER NO. 2-20 PORTS, COMPENSATION.

TASK ORDER NO. 2-20 PORTS, COMPENSATION					
Task Order Cost Total (Hours/Task/Per Diem Rate)					
Rate	Task A: Dgn	Task B: Bid	Task C: SDC	Task D: Permit	Hrs/Rate
Eng 8	56	32	32	8	128
Eng 7	0			174	174
Eng 6				0	0
Eng 5	120	8	40	0	168
Eng4	32	16	24	8	80
Eng 3	180	8	40	0	228
Tech 4	240	8	30	0	278
Tech 3				49	49
Clerical	8	2	6	10	26
Hrs/Task	636	74	172	249	
Cost/Task	\$94,783	\$14,341	\$29,113	\$48,697	
Task Total					\$186,934
Expense (Travel/Repro/Ship)					\$2,600.00
Task Order 2-20 Total					\$189,533.59

Attachment A
TASK ORDER 2-20 PORTS
COMPENSATION

Task Order 2-20 Ports Mallory Improvements													
Title	Engineer 8	Engineer 7	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3	Clerical / Office	Subtask Labor Total	Expenses	Travel	Task/Line Item Subtotal	
Rate	\$ 248.93	\$ 229.88	\$ 192.96	\$ 166.76	\$ 142.92	\$ 108.40	\$ 94.09	\$ 76.23					
A.1 - Kick off Meeting													
Hours Subtotal	16	0	0	8	0	0	0	4	\$5,621.88	---	800	\$1,639.00	
Cost Subtotal	\$ 3,982.88	\$ -	\$ -	\$ 1,334.08	\$ -	\$ -	\$ -	\$ 304.92	\$ 5,621.88	\$ -	\$ 800.00	\$5,621.88	
A.2 - 60% Design													
Hours Subtotal	24	0	80	12	100	120	120	2	\$50,864.70	---	---	\$44,890.38	
Cost Subtotal	\$ 5,974.32	\$ -	\$ 15,436.80	\$ 2,001.12	\$ 14,292.00	\$ 13,008.00	\$ -	\$ 152.46	\$ 50,864.70	\$ -	\$ -	\$50,864.70	
A.3 - 90% Design													
Hours Subtotal	16	0	40	12	80	120	120	2	\$38,296.46	---	---	\$34,313.58	
Cost Subtotal	\$ 3,982.88	\$ -	\$ 7,718.40	\$ 2,001.12	\$ 11,433.60	\$ 13,008.00	\$ -	\$ 152.46	\$ 38,296.46	\$ -	\$ -	\$38,296.46	
B - Bid Services													
Hours Subtotal	32	0	8	16	8	8	8	2	\$14,340.62	---	\$800.00	\$6,374.86	
Cost Subtotal	\$ 7,965.76	\$ -	\$ 1,543.68	\$ 2,668.16	\$ 1,143.36	\$ 867.20	\$ -	\$ 152.46	\$ 14,340.62	\$ -	\$ 800.00	\$14,340.62	
C - Services During Construction													
Hours Subtotal	32	0	40	24	40	30	30	6	\$29,112.58	---	---	\$21,146.82	
Cost Subtotal	\$ 7,965.76	\$ -	\$ 7,718.40	\$ 4,002.24	\$ 5,716.80	\$ 3,252.00	\$ -	\$ 457.38	\$ 29,112.58	\$ -	\$ -	\$29,112.58	
D.1 - Permitting													
Hours Subtotal	2	16	0	4	0	0	0	2	\$4,995.44	---	---	\$819.50	
Cost Subtotal	\$ 1,991.44	\$ 39,999.12	\$ -	\$ 1,334.08	\$ -	\$ -	\$ 4,610.41	\$ 762.30	\$ 48,697.35	\$ 200.00	\$ 800.00	\$48,697.35	
Hours Subtotal	2	72	40	4	20	20	4	4	\$19,235.94	\$100.00	---	\$2,186.72	
Cost Subtotal	\$ 1,991.44	\$ 39,999.12	\$ 32,417.28	\$ 13,340.80	\$ 32,585.76	\$ 30,135.20	\$ 4,610.41	\$ 1,981.98					
Hours Subtotal	8	174	0	8	0	0	49	10	249	---	---	67	
Cost Subtotal	\$ 1,991.44	\$ 39,999.12	\$ -	\$ 1,334.08	\$ -	\$ -	\$ 4,610.41	\$ 762.30	\$ 48,697.35	\$ 200.00	\$ 800.00	\$48,697.35	
Total Hours by Per Diem Rate	128	174	168	80	228	278	49	26					
Total Fee Estimate by Per Diem Rate	\$ 31,865.04	\$ 39,999.12	\$ 32,417.28	\$ 13,340.80	\$ 32,585.76	\$ 30,135.20	\$ 4,610.41	\$ 1,981.98					
												TO Total Labor	\$186,933.59
												TO Total Expenses	\$2,600.00
												TO 2-20 Contract Total	\$ 189,533.59