



DEPARTMENT OF THE NAVY
Naval Facilities Engineering Command Southeast
Jacksonville, FL 32212-0030

RECEIVED

JUN 04 2012

CITY MANAGER

IN REPLY REFER TO:
11011
Code OPDBRM/345
May 30, 2012

Mr. Jim Scholl
Key West City Manager
P. O. Box 1409
Key West, FL 33040

SUBJECT: SERVICE-IN-KIND PROJECT APPROVAL: MODIFICATION #1 TO MOLE PIER
REPAIR DESIGN SERVICES CONTRACT TO REPAIR TO SWITCHGEAR AT TRUMAN
ANNEX

Enclosure: (1) Naval Air Station Key West, Public Works Officer Letter Ser PR712/1014, dated 23 May 2012

Dear Mr. Scholl,

As requested by enclosure (1), this letter serves as the approval for increased costs associated with the Mole Pier design services contract to provide post construction award services (PCAS) to repair switchgear at Truman Annex. The engineering design work, as it relates to this project, shall be performed in accordance with a statement of work to be provided to the following address upon finalization:

Robin McCarthy
NAVFAC SE
Building 135 North
P.O. Box 30
Jacksonville, FL 32212-0030

The total increase associated with this request shall not exceed \$25,000.00 without prior written approval. Total cost of this project, to include this modification, shall not exceed \$76,817.00 without prior written approval.

My point of contact for this action is Robin McCarthy, NAVFAC Southeast Reality Specialist, who can be reached at (904)542-6134 or via email: robin.mccarthy@navy.mil.

ROBERT W. MCDOWELL, III, RA, AICP
Real Estate Contracting Officer

Copy to:
Commanding Officer, Naval Air Station Key West
Public Works Officer, Naval Air Station Key West

NAVY PROPERTY
FILE

COPY TO: DAUG-B
TERRY JUSTICE
BIRCH CRUMER
DAVID F.



DEPARTMENT OF THE NAVY
NAVAL AIR STATION
P O BOX 9001
KEY WEST, FL 33040-9001

11000
Ser PR712/1014
23 May 12

From: Commanding Officer, Naval Air Station, Key West
To: Commanding Officer, Naval Facilities Engineering
Command Southeast (Code OPDB), Bldg 135, Naval Air
Station Jacksonville, FL 32212

Subj: CONSIDERATION OF CITY OF KEY WEST PAYMENT FOR DESIGN
SERVICES TO REPAIR SWITCHGEAR AT MOLE, TRUMAN ANNEX, KEY
WEST IN LIEU OF RENT PAYMENT FOR USE OF THE MOLE PIER

Ref: (a) Resolution 03-138, Approving on 16 APR 03 a Lease
Between the United States of America and the City
of Key West for use of the Mole Pier

(b) U.S. Navy Lease N62467-03-RP-00077 with the City of
Key West

Encl: (1) Task Order for Post Construction Award Services to be
provided as a modification to existing City contract
by CH2M Hill.

1. This letter is submitted in accordance with references (a)
and (b).

2. We formally request concurrence to accept an In-Kind
Consideration for the City's use of the Mole Pier in lieu of
cash payment for rent.

3. The form of In-Kind Consideration is the City's payment for
design services to repair mole switchgear at Truman Annex, Key
West.

4. In March of 2012, the Real Estate Contracting Officer (RECO)
authorized an amount "not to exceed" \$51,817 for design services
to repair mole switchgear at Truman Annex, Key West as In-Kind
Consideration in accordance with the terms set forth in
reference (b) since then, it has been determined that additional
A/E services are necessary to provide post construction award
services (PCAS) to verify completion of the contractors work.

The estimated cost for the addition work is "not to exceed" \$25,000.00.



5. We request authorization to proceed, and an approval letter be sent to the City of Key West with a "do not exceed cost ceiling" of \$25,000 for payment in support of PCAS services to repair mole switchgear at Truman Annex, Key West, thus modifying the total "not to exceed" amount for the Mole Pier repair design to \$76,817.

6. The Point of Contact (POC) at City of Key West for this project is:

Mr. J. K. Scholl
City of Key West Manager
P.O. Box 1409
Key West, FL 33041-1409

7. Please direct any questions or comments to my POC:
Mr. William Knetge, at (305) 293-2133 or
william.knetge@navy.mil.

Sincerely,


 P. D. MEAGHER
LCDR, CEC, USN
By direction

DRAFT TASK ORDER 5-12 PORTS AMENDMENT 1

**ENGINEERING SERVICES FOR THE CONSTRUCTION PHASE ASSISTANCE
FOR MAINTENANCE AND REPAIRS OF THE NAVY MOLE ELECTRICAL
DISTRIBUTION SYSTEM**

This TASK ORDER 5-12 PORTS Amendment 1 is issued under the terms and conditions of the MASTER 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. ("ENGINEER") executed on September 18, 2007, which is incorporated herein by this reference.

A. SCOPE OF SERVICES

Specific services which the ENGINEER agrees to furnish are summarized on the attached statement entitled TASK ORDER 5-12 PORTS Amendment 1 "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 September 18, 2007, 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 and all expenses of TASK ORDER 5-12 PORTS Amendment 1, Task B 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 5-12 PORTS Amendment 1 COMPENSATION.

D. ACCEPTANCE

By signature, the parties each accept the provisions of this TASK ORDER 5-12 PORTS Amendment 1, and authorize the ENGINEER 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 Engineers, INC.

For CITY OF KEY WEST

By: _____

William D. Beddow, P.E.
Vice President

By: _____

Jim Scholl
City Manager

Andrew H. Smyth, P.E.
Key West Office Manager

Dated the _____ day of _____, 20__

ATTEST: _____

DRAFT TASK ORDER 5-12 PORTS AMENDMENT 1
ENGINEERING SERVICES FOR THE CONSTRUCTION
PHASE ASSISTANCE FOR MAINTENANCE AND
REPAIRS OF THE NAVY MOLE ELECTRICAL
DISTRIBUTION SERVICES

SCOPE OF SERVICES

Project Description

The City of Key West (CITY) is working with the Navy to repair the existing electrical services on at the Mole Pier. The Navy has performed a visual inspection of the four (4) existing 13.8 kV to 480 V unit substations with corresponding switchgear that are used to provide shore power to ships berthed at the Mole Pier. The report identified that all electrical equipment is showing signs of significant deterioration due to the high salt environment. This equipment is further described in the design drawings (Exhibit A) navy drawings contract number N62427-03-C-0154 sheets E-1 through E-20A and as further described in field report dated February 2012 (Exhibit B)

The Navy is scheduling the arrival of a large number of Navy vessels planned to be berthed at the Mole Pier in September of this year. The Navy, in conjunction with the CITY has a mutual goal of making the required maintenance, repair and/or replacement to the existing equipment prior to the vessels arriving.

Due to the accelerated schedule and limited time to accomplish the repairs, the CITY has requested that the ENGINEER provide the services required to prepare a "statement of work" that will be utilized by the CITY and Navy to bid and construct the improvements.

This Task Order 5-12 PORTS, Amendment 1 will be to assist the City during the construction of the Navy Mole Distribution System maintenance and repairs.

Purpose

The CITY has requested that the ENGINEER provide construction phase assistance services for the Mole Pier Electrical System maintenance and repairs.

Scope of Services

The scope of services provided below addresses the anticipated services to be completed during the construction of the project.

- Attendance at Pre-construction meeting
- Attendance at selected progress meeting.
- Limited assistance of submittal and RFI reviews
- Assistance with final reporting

Task A – Design and Bidding Services

No additional work to be completed under Task A.

Task B –Construction Phase Assistance

The ENGINEER will perform limited construction phase services listed in this Task Order for a construction period that is estimated to be 6 months. The CITY will be responsible for full-time resident observation.

The ENGINEER will perform the following activities during this portion of the project.

- The ENGINEER will coordinate and conduct one pre-construction meeting and distribute meeting minutes.
- At the request of the CITY, the ENGINEER will attend up to two (2) monthly progress meetings.
- At the request of the CITY, review up to four (4) shop drawings and other construction related submittals.
- At the request of the CITY, the ENGINEER will provide up to 16 hours to assist in the technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or specifications.
- Conduct one (1) specialty inspections at the construction site.
- The ENGINEER will provide a final completion report, including review of the testing and commissioning reports, review of final inspection punch list and verification that construction was completed in conformance with specifications and plans.

Deliverables

- One (1) copy of pre-construction meeting minutes
- Two (2) copies each shop drawing review comment sheet
- Two (2) copies each Request for Information response
- Two (2) copies of final completion report and electronic copy.

Assumptions

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

- Construction will be completed in calendar year 2012.
- The construction services will be provided for a single construction contract.
- No permits are required for the proposed work. Any local permits required will be obtained by awarded construction contractor.
- No work will be completed on the existing water and sewer utilities.



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COPY TO: DOUG-B
TERRY JUSTICE
BIRCH CHURCH
DAVID F.



DEPARTMENT OF THE NAVY
NAVAL AIR STATION
P O BOX 9001
KEY WEST, FL 33040-9001

11000
Ser PR712/1014
23 May 12

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To: Commanding Officer, Naval Facilities Engineering
Command Southeast (Code OPDB), Bldg 135, Naval Air
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Sincerely,


 P. D. MEAGHER
LCDR, CEC, USN
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For CITY OF KEY WEST

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Vice President

By: _____

Jim Scholl
City Manager

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Dated the _____ day of _____, 20__

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Task A – Design and Bidding Services

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- No permits are required for the proposed work. Any local permits required will be obtained by awarded construction contractor.
- No work will be completed on the existing water and sewer utilities.

- Meetings will be held in Key West and attended by up to two (2) consultant's staff, additional consultants staff may attend via conference call.
- The City will coordinate and assist in all Navy involvement and Engineers site visits.
- The CITY/Navy will be responsible for full-time resident observation.
- The City/Navy will provide copies of approved submittals and RFIs as appropriate.
- The City/Navy will perform substantial and final completion inspections of the project.
- The City/Navy will prepare record drawings based on mark-ups from the CONTRACTOR.
- CH2M HILL is only responsible for the safety of CH2M HILL employees.
- CH2M HILL's observation of the work is not an exhaustive observation or inspection of work performed by the Contractor. CH2M HILL does not guarantee the performance of the construction Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.
- Any labor and expenses required to address construction claims, unforeseen subsurface considerations or additional construction time requested by the CONTRACTOR or OWNER will be considered as "Additional Services".

Obligations of the CITY

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

- Prompt review and comment on all deliverables (within 10 working days of receipt).
- Facilitate access to any required facilities
- Attendance of key personnel at meetings as requested
- The CITY/Navy will be responsible for full-time resident observation.

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 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:

- Re-bidding any, or all, portions of this project including preparation of changes to the project because of causes external to performance of detailed design, such as changes in bid climate, equipment and material costs
- Resident observation, providing a full-time resident on-site during construction

- Additional construction phase service not included in this scope

Compensation

The estimated compensation for TASK ORDER 5-12 PORTS Amendment 1 is shown on Attachment A entitled TASK ORDER 5-12 PORTS Amendment 1, COMPENSATION.

Attachment A

TASK ORDER 5-12 PORTS Amendment 1 COMPENSATION