

**TASK ORDER 2-20 Amendment 2 PORTS
MALLORY SQUARE MOORING IMPROVEMENTS
ADDITIONAL SERVICES #2**

This TASK ORDER 2-20 Amendment 2 PORTS for Additional Services 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 Amendment 2, when executed, shall be incorporated into 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 6 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 2-20A PORTS will be on a time and materials fee basis as stipulated in Article 2, Paragraph 2.1 of the AGREEMENT. Compensation for 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 Amendment 2 PORTS COMPENSATION.

D. ACCEPTANCE

By signature, the parties each accept the provisions of this TASK ORDER 2-20 Amendment 2 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 Engineers, Inc.

By:  2/21/22

Sirpa H. Hall, P.E.
Senior Business Vice President

For CITY OF KEY WEST

By: _____

Patti McLaughlin
City Manager

Dated the ____ day of _____, 2022

ATTEST: _____

TASK ORDER 2-20 Amendment 2 PORTS

MALLORY SQUARE PIER IMPROVEMENTS

ADDITIONAL SERVICES

SCOPE OF SERVICES

Project Description

Purpose

The CONSULTANT has provided the CITY with permitting services for improvements to the Mallory Square Pier. Applications to federal and state regulatory agencies were submitted with responses to requests for additional information provided including several options for mitigation of corals propagated on the existing structure that will be impacted. Resources agencies have requested significant additional information and relocation planning details not anticipated in the original scope of work.

Scope of Services

The scope of services provided below addresses the work to be completed for the project.

Task A - Coral Mitigation Planning and Coordination

The CONSULTANT will retain a qualified sub-consultant to assist in the preparation of one (1) relocation plan for corals to be recovered from the existing pier structure for the purposes of state and federal regulatory review and approval. See attached sub-consultant proposal for scope of work.

Deliverables

- Draft and Final mitigation plans for permit purposes.

Schedule

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

- Draft mitigation plans - Within 30 workdays of Notice to Proceed
- Final mitigation plans - Within 10 days of receipt of comments for Draft plan.

Assumptions

The following assumptions were used in the development of this Amendment

- Work is limited to relocation or mitigation of corals from the Mallory Square Pier only.
- Unless specifically noted otherwise, Meetings shall be attended by conference call as required.

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.
- Payment of all regulatory fees.
- Facilitate access to any required facilities.
- Attendance of key personnel at meetings as requested.

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.

Compensation

The estimated compensation for TASK ORDER NO 2-20 Amendment PORTS, compensation shall be lump sum and is shown on attachment A entitled TASK ORDER NO. 2-20 Amendment 2 PORTS, COMPENSATION.

Attachment A
TASK ORDER 2-20 Amendment 2 PORTS
COMPENSATION

Task Order 2-20 Amendment Ports Mallory Pier Improvements Additional Services #2

Title	Engineer 7	Technician 5	Clerical / Office	Subtask Labor Total	Expenses	Travel	Task/Line Item Subtotal
Rate	\$ 243.88	\$ 128.90	\$ 80.87				
Mitigation Planning and Coordination							
Hours Subtotal	55	4		59	---	---	59
Cost Subtotal	\$ 13,413.40	\$ 515.60	\$ -	\$ 13,929.00	\$ 19,150.00	\$ -	\$ 33,079.00
Total Hours by Per Diem Rate	55	4	0				
Total Fee Estimate by Per Diem Rate	\$ 13,413.40	\$ 515.60	\$ -				

TO Total Labor	\$ 13,929.00	\$ 33,079.00
TO Total Expenses	\$ -	
TO 2-20 Amendment Contract Total	\$ 13,929.00	\$ 33,079.00



Terramar Environmental Services, Inc.
1241 Crane Boulevard
Sugarloaf Key, Florida 33042
(305) 393-4200 terramar.env@gmail.com

February 14, 2022

Jim Moore
Jacobs
550 W. Cypress Creek Road, Suite
400 Ft. Lauderdale, FL 33309
Cell 941.320.1126
jim.moore@jacobs.com

Re: Mallory Pier Repairs, Coral Relocation Plan and FKNMS Permitting Support

Dear Moore:

Please accept this proposal for environmental services related to the Mallory Pier Repairs project. For this proposal, Jacobs is the *Client* and Terramar Environmental Services, Inc. is the *Consultant*.

Scope of Work

The City of Key West is proposing repairs to Mallory Pier. Prior work on this project indicates the presence of stony corals attached to the pier pilings and adjacent seafloor. Impacts to these corals will require regulatory authorization from the Florida Keys national Marine Sanctuary (FKNMS). The FKNMS requires that a Coral Relocation Plan be developed to address unavoidable impacts to coral resources. In addition, Best Management Practices (BMP) will need to be identified to avoid corals on adjacent structures that are not directly impacted by construction.

In addition, the FDEP has requested additional information on the application from other State agencies, specifically the Florida Fish and Wildlife Conservation Commission (FWC). FWC may require additional relocation criteria over what FKNMS typically requires, and possibly a separate Coral Relocation Plan, depending on the coordination between FWC and FKNMS. Our goal is to have one coral relocation plan that appeases both agencies.

The Consultant will coordinate with the Jacobs, the City of Key West and the FKNMS to develop a coral relocation plan for the project. In addition, if needed, Consultant will develop BMP's that will also avoid un-necessary coral impacts to nearby corals.

The deliverable for this project will be coordination involving phone calls, meetings, and site visits to potential outplanting sites needed to develop coral relocation and avoidance options. Also included is the written Coral Relocation Plan that will form the foundation for the FKNMS and presumably the FWC authorization for the project.

Exceptions

This project includes the Coral Relocation Plan described above. Not included are any aspect of actual coral relocation, additional resource assessments, and any mitigation fees associated with the project.

This proposal is predicated on the assumption that the FKNMS and FWC coral relocation plans will be one in the same. If FWC imposes additional requirements outside the scope of a typical FKNMS coral relocation plan, the additional effort to satisfy FWC may be out of scope of this agreement and require additional compensation. Any other tasks requested by the Client regarding environmental permitting or mitigation are out of the scope of this agreement.

Budget

All work on the above task is offered at a fixed-cost of \$19,150.00 inclusive of all expenses. See Page 3 – Budget Calculations for billing justification.

Compensation

Invoices will be submitted to Client based on tasks completed. Client will pay consultant within 15 days of receiving payment from the City of Key West.

Thank you for the opportunity to submit a proposal for this project, and we look forward to working with you on this project.

Sincerely,



Philip Frank Vice President

Page 3 - Budget Calculation

TASK	Senior Environmental Scientist	Environmental Scientist	Field Technician	Costs
Project coordination, concept development, agency discussions, data summary.	24	24	0	
Field work, assess potential outplanting sites in Hawk Channel and vicinity of Key West	24	24	16	
Coral Relocation Plan	24	24	0	
Coral Relocation Plan - Coordination for permitting	8	8	0	
Total Estimated Hours	80	80	16	
Rate (\$)	\$130.00	\$85.00	\$50.00	
Cost Estimate Fees (\$)	\$10,400.00	\$6,800.00	\$800.00	
Subtotal Fees				\$18,000.00
Expenses	Rate / Day		UNITS	
19'-22' Work Boat (incl. fuel)	\$575		2	\$1,150.00
Subtotal Expenses				\$1,150.00
Total Estimated Cost				\$19,150.00