# TASK ORDER 2-20 Amendment 3 PORTS MALLORY SQUARE MOORING IMPROVEMENTS ADDITIONAL SERVICES

This TASK ORDER 2-20 Amendment 3 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. <u>SCOPEOFSERVICES</u>

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

#### B. <u>TIMEOFCOMPLETION</u>

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 expense portions of TASK ORDER 2-20 Amendment 3 PORTS will be on a Lump Sum 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 3 PORTS Mallory Pier Improvements Additional Services Compensation.

#### D. ACCEPTANCE

By signature, the parties each accept the provisions of this TASK ORDER 2-20 Amendment 3 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.		For CITY OF KEY WEST					
By:	_ Baylle	Ву:					
	Diana Francois, <b>B</b> E.	Albert P. Childress					
	Portfolio Manager	City Manager					
	DateOctober 18, 2023	Dated theday of, 2023					
		ATTEST:					

### TASK ORDER 2-20 Amendment 3 PORTS

#### MALLORY SQUARE PIER IMPROVEMENTS

#### ADDITIONAL SERVICES

# **SCOPE OF SERVICES**

# **Project Description**

# **Purpose**

The CITY has requested that the CONSULTANT provide a second supplemental berthing improvement evaluation for the completed 90% design of Mooring Improvements for the Mallory Square Cruise Berth. The original analysis was prepared under Task Order 3-18 Mallory Square Berth Improvement Study and provided as a Technical Memorandum to the CITY. The fist revision to the study was completed in August 2021 as Amendment 1 to Task Order 2-20 using a refined inventory of cruise vessels based on new operational directives from the CITY regarding vessel size and passenger capacity for the analysis. Subsequent policies and agreements executed by CITY establishing vessel capacity maximums and reducing submerged lands availability have prompted a request for a further update for recommended structural improvements.

# Scope of Services

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

# Task A - Berthing Improvements Revision

#### Alternatives Analysis 2nd Revision

The original alternatives analysis prepared by the CONSULTANT included 18 cruise vessels confirmed by the CITY to berth at the pier for basis of design improvements. The first revision eliminated 5 of the largest vessels from the original analysis. The vessels remaining did not represent a significant reduction in the design threshold to alter or reduce the plans and specifications previously completed. This second analysis revision will further reduce the design vessel inventory to those no larger than 514 feet at the waterline and no greater than 500-person carrying capacity (passengers and crew), with the addition of a new vessel American Glory. This revision will evaluate if a refurbished pier at the existing dimensions and elevations would satisfy the docking requirements of the revised design vessel inventory and if modifications to the 90% design plans are warranted. CONSULTANT shall consider CITY's desire to preserve waterfront views from Mallory Square, when not in conflict with design features required by code or building standards for safety or other relevant operational provisions. All findings will be presented in a Technical Memorandum supplemental including graphic conceptual layout(s), and cost estimate adjustments detailing any modification recommendations for consideration by the CITY.

Modifications to the approved 90% plans, related design and permitting efforts would be performed under a separate Task Order.

#### **Deliverables**

• Draft and Final Technical Memorandum in pdf format.

#### Schedule

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

 Revised Berthing Analysis Technical Memorandum – Within 15 workdays of Notice to Proceed

# **Assumptions**

The following assumptions were used in the development of this Amendment 3:

- All original berthing evaluation parameters will be applied to this revision with the notable exception of the cruise vessel inventory as indicated.
- No modifications to the current permitting effort are included in this Task Order
- 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.
- Facilitate access to any required facilities.
- Attendance of key personnel at meetings as requested.

# **Exclusions - Additional Services**

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

Compensation for the labor and expense portions of TASK ORDER 2-20 Amendment 3 PORTS will be on a Lump Sum basis as stipulated in Article 2, Paragraph 2.2 of the AGREEMENT.

# Attachment A TASK ORDER 2-20 Amendment 3 PORTS COMPENSATION

TASK ORDER 2-20 Amendment 3 PORTS Mallory Pier Improvements Additional Services Compensation										
Title	Engineer 8	Engineer 7	Technician 6	Technician 5	Spec Processor	Clerical / Office	Subtask Labor Total	Expenses	Travel	Task/Line Item Subtotal
Rate	\$ 264.09	\$ 243.88	\$ 141.52	\$ 128.90	\$ 89.71	\$ 80.87				
Basis of Design Analysis Report Revision										
Mooring Analysis of Revised Vessel Inventory	32	2		2			\$ 9,196.44	\$0	\$0	\$9,196.44
Report revisions	12	7	16	2			\$ 7,398.36	\$0	\$0	\$7,398.36
Cost Estimate update	8	7		2			\$ 4,077.68	\$0	\$0	\$4,077.68
Report QA/QC	5	8		2			\$ 3,529.29	\$0	\$0	\$3,529.29
Hours Subtotal	57	24	16	8	0	0	105			105
Cost Subtotal	\$ 15,053.13	\$ 5,853.12	\$ 2,264.32	\$ 1,031.20	\$ -	\$ -	\$ 24,201.77	\$ -	\$ -	\$ 24,201.77
Total Hours by Per Diem Rate	57	24	16	8	0	0				105
Total Fee Estimate by Per Diem Rate	\$ 15,053.13	\$ 5,853.12	\$ 2,264.32	\$ 1,031.20	\$ -	\$ -				\$ 24,201.77

TO Total Labor	\$ 24,201.77
TO Total Expenses	\$ -
TO 2-20 Amendment Contract Total	\$ 24,201.77