

TASK ORDER NUMBER TEN
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
The Port of Illahee
for
SERVICES DURING CONSTRUCTION

This Task Order provides for professional engineering services to be performed by SOUNDWEST ENGINEERING ASSOCIATES, INC. (hereinafter the Engineer), for **The Port of Illahee** (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services for Project, dated **October 1, 2019** (hereinafter the Agreement). All provisions of the Agreement are incorporated by reference. This Task Order represents an authorization to proceed with the scope of services, terms & conditions, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and updated part of the Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering and related services in connection with the Owners' Waterfront Improvements, Public Pier, and Dock Rehabilitation Project (Project).

Objective:

Assist the Owner with preparation of construction plans and documents and services during construction for the Project.

Anticipated Activities:

- 1) Assist the Owner with review of construction bids received and provide relevant recommendations.
- 2) Participate in the Owners grant funding process as requested by providing project related information so that the Owner may better manage tasks related to grant funding for the project.
- 3) Prepare for and attend a pre-award meeting with the low bid contractor. In cooperation with the Owner, evaluate information obtained during the pre-award meeting and make recommendations to the Owner relative to project award. Upon direction from the Owner, issue notice of Award to the low bid contractor.
- 4) Review the preliminary plans and other contract documents previously prepared for proposals only. Incorporate additional information and/or make revisions to the proposal only plans including pre-award meeting information and inclusion of bid period addenda. Finalize design plans and construction documents for the project and prepare conformed documents for construction contract execution.
- 5) Assist the Owner in administering execution of a construction contract based on the conformed documents. Upon direction from the Owner, issue a notice to proceed to the contractor.
- 6) Assist with contractor and agency coordination relative to project construction permits and associated requirements.
- 7) Conduct review of all required construction submittals received from the contractor.
- 8) Perform part-time construction observation including related activities such as but not limited to correspondence, related travel, preparation for meetings and site visits, and various related administrative tasks.

- 9) Perform in-office construction administration assistance tasks including review of contractors' progress payment requests, RFI's, schedule updates, and status of activities.
- 10) Assist the Owner with Project close-out requirements following completion of the construction process.

ARTICLE 2. TERMS & CONDITIONS

The following additional terms and conditions are associated with this task order:

- 1) The Schedule of Estimated Costs attached hereto is an estimated level of effort only. The Engineer cannot and does not offer any form of guarantee that the estimated costs therein will be sufficient to complete all necessary effort to finalize construction to the Owners satisfaction. While the Engineer will make its' best efforts to work efficiently within the costs estimated, the Owner is advised to reserve a professional services contingency fund in the event required effort exceeds the estimate. The Schedule of Estimated Costs represents only a proposed budget allowance for services under this task order.
- 2) The Engineer is aware of the potential for petroleum contaminated soils within the project limits and further, that there is always a possibility of encountering hazardous materials of various types on this project. The Engineer is not qualified to provide professional recommendations relative to hazardous materials and the Owner agrees that the Engineers scope of work shall not be expected or construed to provide professional services related to any hazardous materials. The Owner will continue to separately employ the services of SLR International Corporation (or similarly qualified consultant) for professional services related to hazardous materials as necessary. The Owner maintains all responsibility and liability with regard to any hazardous materials pertaining to the project.
- 3) The Engineer will not perform physical testing to confirm constructed works fully meet construction specifications. It is anticipated that most standard tests will be performed by the contractor and submitted to the Engineer for the purpose of verifying that testing was completed and appears to meet the intent of the construction contract specifications. If the Owner desires additional physical testing and/or quality assurance testing the Owner will authorize such testing under a separate task order or separate contract.
- 4) The Engineer cannot, and shall not be held responsible for, predicting impacts to the project resulting from the requirements of any regulatory agency and Tribal entity having jurisdiction over the project. The Engineer shall not be required to perform additional engineering during construction and/or provide certifications to agencies without the express consent of Engineer. The Owner shall defend, indemnify, and hold harmless the Engineer with respect to any acts or actions taken by regulatory agencies or Tribal entities having jurisdiction over the project.
- 5) The Engineer's liability is limited to the sole negligent acts of the Engineer and proportionate damages. The Engineer is not responsible for any indirect, incidental or consequential damages. The Engineer shall be required to maintain at a minimum the following insurance upon execution of this task order:
 - a) General Business Liability - \$1M each occurrence and \$2M aggregate limits.
 - b) Professional Liability - \$1M per claim and \$1M aggregate limits.
- 6) The Owner shall ensure sufficient insurance and specialty coverage exists to cover the project and name the Engineer as an additional insured, where permitted. Further, the Owner shall ensure the construction contractor maintains the required insurance under the construction contract, naming both the Owner and the Engineer as additional insureds.
- 7) The Engineer makes no personal guarantees and no shareholder, officer, director, manager or employee of Engineer shall be personally liable to the Owner or any other party related to the project.

ARTICLE 3. SCHEDULE

It is anticipated that those services listed above under Article 1 Scope of Services, and further detailed in the attached schedule of estimated costs, are to be completed during the time period from **December 9, 2024 through December 31, 2025.**

ARTICLE 4. COMPENSATION

The budget allowance for those services described above under Article 1, Scope of Services, shall not exceed \$269,807.00 without the prior written consent of the Owner.

The attached schedule of estimate costs represents the estimated allocation of effort and cost.

The budget allowance shall be paid in accordance with the following schedule:

- Soundwest - PM; \$215 per hour plus any agreed direct expenses.
- Bannon Engineering – Civil; Actual invoice to Soundwest plus 20%
- Geotechnical, Structural, Environmental; Actual invoice to Soundwest plus 10%
- Other professional services managed by Soundwest; as agreed in subsequent task order or amendment to this task order #10.

The Owner agrees that Engineer is acting only as agent related to management of subconsultant professional services and Engineer has no primary or secondary liability for such professional services.

In addition to the budget allowance described above, Owner agrees to pay Engineer a fixed fee of \$16,370.00 associated with Engineer’s insurance requirements under the terms of this task order. The fixed fee shall become due and payable within 30 days of the final execution date of this task order.

ACCEPTANCE – TASK ORDER NUMBER TEN:

SOUNDWEST ENGINEERING ASSOC. INC.

THE PORT OF ILLAHEE

By: _____
JOHN PICCONE, PRESIDENT

By: _____
JIM AHO, COMMISSIONER

Date: _____

By: _____
JEFFREY RUPERT, COMMISSIONER

By: _____
ERIC HALL, COMMISSIONER

Date: _____

Task Order #10 - Schedule of Estimated Costs

Port of Illahee - Waterfront Improvements, Public Pier, and Dock Rehabilitation Project

Tuesday, December 3, 2024

Consultant/Role:	Soundwest	Bannon	AESI	Marine Struc.	ELS	
	PM	Civil	Geotechnical	Structural	Environmental	
Rate:	\$ 215.00	\$ 150.00	\$ 264.00	\$ 187.00	\$ 242.00	
	Est. Hours	Est. Hours	Est. Hours	Est. Hours	Est. Hours	
Anticipated Sub Tasks						
Pre-Site Construction Activities						
Assist with Port/RCO grant administration tasks prior to proceeding with construction	12					
Assist with Ports' pre-construction planning and logistics as requested	6					
Pre-Award Meeting	14	1	1	1	1	
Review Preliminary Proposal Plans, Addenda Issued, SDAP Plans, & Contractor Information Provided	12	4	1	2	1	
Review Preliminary Proposal Project Manual and Contract Documents	12	2	1	1	1	
Finalize Plans and Project Manual & Prepare Conformed Documents & Certification for Construction	12	16		3		
Assist with NOA & Coordination of Construction Contract Execution	8					
Issue Notice To Proceed and Scheduling Coordination with Contractor	8					
Contractor & Agency Coordination Assistance for Contractor Secured Construction Permits	16	16	4	4	8	
Required Kitsap County Pre-Construction Meeting & Associated Coordination	16	16	2			
Required North Perry Water - Meeting & Associated Coordination	8	8				
Construction Submittal Review and Associated Coordination	48	8	12	16	12	
	Subtotal Hours:	172	71	21	27	23
	Subtotal Cost: \$					63,789.00
Site Construction Period Activities						
Part-Time Construction Observation & Related Activities	342	66	16	0	0	
Construction Administration (Pay Requests, RFI's, Correspondence & Coordination)	280	42	10	28	8	
	Subtotal Hours:	622	108	26	28	8
	Subtotal Cost: \$					163,966.00
Ongoing Administrative Activities & Project Close Out						
Coordination and Correspondence with Commissioner Aho - Project Status and Direction	96					
As-Build Coordination with Contractor	8	8		2		
As-Built Permit Submittals	4	8	2	4	6	
Task 10 Administration	48					
Punchlist & Construction Contract Close Out	14					
	Subtotal Hours:	170	16	2	6	6
	Subtotal Cost: \$					42,052.00

TOTAL OF ESTIMATED COSTS \$ 269,807.00