

EXPLANATION OF CONSENT AGENDA ITEM E.2.c.(19) December 16, 2015

ITEM:

Consideration of approving a purchase order to CH2MHill under their general engineering services contract for expert witness on the North Cargo Berth 2 dolphin incident in an amount not to exceed \$12,078.00. (Perley/Hicks)

EXPLANATION:

The American Champion tug, while working on the channel deepening project as a subcontractor to Dutra, struck the NCP 2 mooring dolphin and it collapsed to the seabed floor. Emergency response efforts removed the immediate hazards to navigation but another solicitation package has been issued and is ready to be awarded for the removal of the remaining mooring dolphin debris and piles. While American Champion does not deny that they damaged the mooring dolphin, they are challenging its condition and useful life to determine a settlement cost.

CH2M having the most knowledge of the Port and its condition of the piers and mooring dolphins is being requested to provide expert witness on behalf of the Port to provide the necessary information of the condition of the mooring dolphin before it was damaged.

Funding Review by Finance (Pat Poston):

The NTE amount of \$12,078 will be charged to a receivable account. Insurance and/or other reimbursement is anticipated.

Staff Recommends Approval

Prepared by: David W. Perley AIC/CPE



Engineering Order No: 2016-06
Job Name: NCB2 Dolphin Expert Testimony
Date: November 9, 2015

**CANAVERAL PORT AUTHORITY
ENGINEERING ORDER
FOR
CH2M HILL Engineers, Inc.**

In accordance with the Continuing Contract for General Engineering Services dated June 18, 2014, you are instructed to perform the following services:

Provide expert witness services in connection with the Canaveral Port Authority (CPA) verses American Champion concerning the incident where American Champion's tug allided with the mooring dolphin at the south end of North Cargo Berth 2, causing the mooring dolphin and the attached catwalks to collapse onto the harbor bottom. Below is a description of scope of services that will be provided by Gary D. Ledford, P.E.

Scope of Services

1. Attend up to four meetings or teleconferences with CPA counsel and staff.
2. Review documents provided by CPA counsel and staff.
3. Provide up to two written letter reports or Technical Memorandums when requested.
4. Attend one deposition and provide professional opinions based on Mr. Ledford's knowledge of the dolphin design, marine structures demolition means and methods, probable remaining useful life of the mooring dolphin and catwalks, the future harbor improvements presently being studied, and other opinions as may be reached relevant to the matters at issue in the pending lawsuit arising out of the allision and within Mr. Ledford's field of expertise. Deposition will be no more than 8 hours and located within 20 miles of Port Canaveral.
5. If required, give testimony at a trial tentatively scheduled for summer of 2016.

Opinions of Cost

In providing opinions of cost for marine works, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operation factors that may materially affect the ultimate project costs. Therefore, Consultant makes no warranty that the actual project costs will not vary from Consultant's opinions or estimates. If the Client wishes greater assurance as to any element of project cost, the Client will employ an independent cost estimator, contractor, or other appropriate advisor.

Schedule Estimates

Consultant has no control over permitting, bidding and construction, task durations or resources that affect time required to complete tasks. Therefore, Consultant makes no warranty that actual task durations outlined on schedules will not vary from Consultant's opinions or estimates. If Client wishes greater assurance as to any element of project schedule, the Client will employ an independent scheduler, contractor, or other appropriate advisor.

Budget for CH2M HILL Engineers, Inc. for Scope of Services Items (Attachment A):

1 thru 4: \$ 12,078.00

5: To be determined after completion of Items 1 thru 4.

Payment for same is authorized under the terms of your continuing contract with the Port Authority. Should this proposal not be accepted within a period of thirty (30) days from the above date, it shall become null and void.



Max Mozo, P.E. Date _____
Geographic Operations Manager
CH2M HILL

David Perley, AIC/CPE Date _____
Senior Director, Port Construction and Infrastructure
Canaveral Port Authority

ENG: _____
CH2M HILL, Inc.: _____
CPA: _____

Capital Item # _____
 Planning
 Expense

ATTACHMENT "A"

Port Canaveral

11/9/2015

2016-06 NCB 2 Dolphin Expert Testimony

Task	Expert Witness		CAD Tech Staff Prof.	Project Account.		Project Assist. Tech Staff	Total
	Principal	Sr. Prof.		Proj. Prof.	Tech Staff		
1 Attend meetings & Project Management	8			4	4		16
2 Review documents	8						8
3 Prepare reports	16		4		4		24
4 Attend deposition	8						8
5 Attend trial	TBD						0
Total Manhours	40	0	4	4	8		56
Rate	\$265	\$206.00	\$112.50	\$139.00	\$59		
Labor	\$10,600	\$0	\$450	\$556	\$472		\$12,078

Total Not to Exceed Budget

\$12,078