



**Stantec Consulting Services Inc.**  
901 Ponce de Leon Boulevard, Suite 900, Coral Gables FL 33134-3070

May 25, 2016

City of Key West  
3140 Flagler Avenue  
Key West, Florida 33040

**Attention: Karen Olson, Deputy Director, Port & Marine Services**

**Reference: Dolphin Pier Replacement Design/Permitting - City Marina at Garrison Bight**

Dear Ms. Olson,

We are pleased to present this proposal of professional engineering, surveying and environmental services for your consideration.

**Scope of Project:**

The proposed improvements consist of a new floating dock, approximately 160 feet in length, with new finger piers (if feasible), to replace an existing concrete pier. The pier is the west most pier of Garrison Bight located north of Palm Avenue Causeway. The floating dock facility will be similar to that completed at Tarpon Pier and Sailfish Pier, and will include a 12' wide aluminum framed pier and ADA compliant ramp connecting at the same location as existing pier. New utility lines will be provided including HDPE piping for water, sewer and fire protection. No upland improvements are included; existing utility connections and sanitary pump-out will remain. All new piles will be epoxy coated tubular steel. Our scope also includes a boat relocation plan to be coordinated with the City. Most of the boats are large 2-story vessels.

The City shall provide submerged lands ownership/easement documentation. No lighting or landscaping is included in our scope.

**Scope of Services:**

*Design and Permitting Phase:*

Specific purpose survey of the project area, including bathymetric survey. Engineering design of floating dock system including, structural, electrical, domestic/fire water and sanitary sewer. The floating dock system will be designed for 120 mph wind/wave loads fully occupied, and 150 mph partially occupied. Preparation of construction documents, specifications and construction cost estimates. Our scope includes soil parameters and lateral capacities of piles to be used in design of the new pier structure; we will reuse previously performed two soil borings at the adjacent Sailfish Pier in the analysis of the proposed Dolphin Pier. Environmental permitting and coordination (FDEP, USACE, FKNMS, FWC) including an update of the benthic survey. Project Contractor will be required to secure all local building permits.

Bid and construction phase services are not a part of this scope. A proposal can be provided as needed.

**Terms and Conditions:**

All terms and conditions shall be per our Agreement for General Engineering Services (dated 11/7/12) and all fees shall be as follows:

Design & Permitting Phase (Lump Sum) .....	\$65,309
Reimbursable (Allowance) .....	\$2,500

**Total \$67,809**



May 25, 2016  
New Floating Docks at Dolphin Pier, Garrison Bight Marina  
Page 2 of 2

Environmental permit fees will be paid by Stantec and reimbursed under the allowance phase noted above. Any required compensatory fee required for environmental sensitive items, such as coral relocations, is unknown at this time and can be billed to the allowance phase as required. We are ready to begin working on this assignment upon your authorization to proceed. If acceptable to you, we will accept a signed copy of this form as your written authorization to proceed with the assignment.

Thank you,

**Stantec Consulting Services Inc.**

A handwritten signature in blue ink that reads "Sean Compel".

Sean Compel, PE, LEED AP  
Senior Associate  
Tel: 305-445-2900  
Fax: 305-445-0869  
sean.compel@stantec.com

City of Key West  
Approved by:

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\_\_\_\_\_ Date

**FEE WORKSHEET**

**DATE:** 25-May-16

**PROJECT:** Floating Docks at Dolphin Pier

**Design & Permitting Phase Services:**

Task	Prin.	Prjt Mngr	Prjt Engr	Sr. Tech.	Tech	Clerical
Field review -site conditions	2	8	8			2
Coordination with survey, geotech, & environmental		10	8	6	8	4
Horizontal & vertical layout of pier/piles		10	10	6	6	
Structural design of steel piles	2	14	16	4	4	
Structural calculations		10	8			
Electrical Design & plans	2	6	10	4	4	
Water, Sewer, fire protection plans	2	6	10	4	4	4
Plan view/sections/details - pier/piles	2	4	10	14	12	2
Plan view/sections/details - electrical	2	4	10	14	12	2
Plan view/sections/details - water/sewer/fire	2	4	10	14	12	2
Specifications	2	4	8			8
Cost Estimates	2	6	6	4	4	
Boat Relocation and layout Plan		2	2	2	6	
Sub-Total Hours	18	88	116	72	72	24
Billing Rate	193.5	146.5	141	88.5	77.5	60.5
Labor Cost	\$3,483	\$12,892	\$16,356	\$6,372	\$5,580	\$1,452
<b>Labor Sub-Total</b>						<b>\$46,135</b>
Survey Sub-consultant (Fl. Keys Land Surveying)						\$3,185
Geotechnical Sub-consultant (Nutting)						\$3,989
Environmental Sub-consultant (Terramar)						\$12,000
<b>Design &amp; Permitting Phase Sub-Total</b>						<b>\$65,309</b>

**Reimbursables** \$2,500

**Grand Total** \$67,809



# FLORIDA KEYS LAND SURVEYING

19960 OVERSEAS HIGHWAY, SUGARLOAF KEY, FL 33042

PHONE: (305) 394-3690

EMAIL : [FKLSemail@gmail.com](mailto:FKLSemail@gmail.com)

[www.floridakeyslandsurveying.net](http://www.floridakeyslandsurveying.net)

## SURVEY WORK ORDER

May 13, 2016

**RE:** Dolphin Pier, Garrison Bight, Key West, FL

Stantec

C/O Carlos Herdocia

305-445-2900 ext. 2224

Carlos.herdocia@stantec.com

**SCOPE OF WORK: Specific Purpose Survey including topographic data and bathymetric data, illustrating current site conditions at the existing Dolphin Pier (Referencing attached sketch supplied by the client)**

**1) FIELDWORK - 2 Days @ \$950.00 a Day & 5 Hours @ \$125.00 a Hour of a 1-3 Man Total**

Station Field Crew =

**\$2,525.00**

- Limited, site topo and location of existing site improvements, including but not limited to concrete, curbing, asphalt, above ground visible utilities, etc., of an approximate 40x40 area upland of the existing pier.
- Locate the existing pier, including but not limited to the utility pods on the said pier
- Locate the exiting mooring pilings on either side of the pier.
- Bathymetric data immediately adjacent the existing pier as well as in the vicinity of each existing mooring piling off the pier and approximately 15 feet beyond the said existing mooring pilings.
- Bathymetric data to extend approximately 50 beyond the end of the existing pier.
- Locate the edge of dredged channel off the end of the existing pier
- Horizontal coordinates will be referenced to grid north, based on the 2011 Adjustment of the North American Datum of 1983 (NAD 83/90), of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone.
- Elevations will be in feet and based on the National Geodetic Vertical Datum of 1929 (NGVD 1929).

**2) AUTOCAD DRAFTING – 7 Hours @ \$80.00 Hour =**

**\$560.00**

- Calculate and draft all field data into a deliverable Survey.

**3) PROFESIONAL SURVEY AND MAPPER – 1 HOUR @ \$100.00 HOUR =**

**\$100.00**

- Review and Certification of Deliverables.

**TOTAL SURVEY COST & TERMS:**

\$3,185.00 due upon completion

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
PRINT NAME SIGNATURE

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
PRINT NAME SIGNATURE

May 11, 2016 (May 25, 2016)

Mr. Carlos M Herdocia, P.E. LEED AP  
Project Manager  
Stantec  
901 Ponce de Leon Boulevard, Suite 900  
Coral Gables FL 33134-3070  
Phone: (305) 445-2900 ext 2224  
Cell: (786) 502-0701  
Fax: (305) 445-3366  
carlos.herdocia@stantec.com

Re: Proposal/Agreement for a Geotechnical Exploration  
Dolphin Pier  
Approx. 600 ft north of Intersection of Palm Ave and N Roosevelt Blvd.  
Key West, Florida

Dear Mr. Herdocia:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per your email, we understand that plans call for the demolition and replacement of an existing pier near the intersection of Palm Ave and N Roosevelt Blvd in Key West, Florida. We have been requested to provide the soil parameters and lateral capacities of piles to be used in design of the new pier structure. We previously performed two soil borings at the adjacent Sailfish Pier which will be utilized in the analysis of the proposed Dolphin Pier.

Based on your request for proposal, and our understanding of the project, we propose the following scope of work and fee schedule.

#### **FEE SCHEDULE**

The geotechnical study scope of work will be performed for an estimated cost of \$3,989.00 based on the following rates and quantities:

Site visit and depth to water measurements to be performed by P.E. Senior Engineer 10 hrs @ \$150.00/hr	\$1,500.00
Per diem 1 day @ \$200.00 day	\$200.00

Project Engineer 16 hrs @ \$104.00	\$1,664.00
Review by Principal P.E. Chief Engineer 3 hrs @ \$175.00/hr	\$525.00
Administrative/Clerical 2 hrs @ \$50.00/hr	\$100.00

We can begin this work within approximately two to three days of receiving written authorization. The field work should take approximately one day to complete. The geotechnical report should be available within approximately one week after the field work is complete.

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for 44 years in South Florida during which time we have worked on many similar projects. Our commitment to practical, cost effective solutions supported by responsive client services distinguishes our firm and enables us to solve your most demanding technical challenges. Another value added component NE brings to your project is our staff of approximately fifty experienced professionals including engineering geologists, geotechnical engineers, environmental specialists, field personnel who are certified and have been trained to provide a wide range of consulting services, and our dedicated administrative staff.

Our laboratory is checked annually by the Construction Materials Engineering Council (CMEC) and the American Association of State Highway & Transportation Officials (AASHTO) and is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT). Note that we carry one million dollars professional liability and one million dollars general liability insurance.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,  
**NUTTING ENGINEERS OF FLORIDA, INC.**

Paul C. Catledge, P.E. #68448  
Senior Engineer

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. We note that our terms are net thirty days. Any invoices over thirty days will be assessed a 1 1/2 percent service charge. If you are a first time client, we request that the fee

for these services be paid at the time of report completion. Once your account is established, we will bill you on an invoice basis.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**General Terms and Conditions**

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

**Delivery** – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

**Payment** - No deposit required with signed agreement. Directing NE to proceed with the work shall constitute acceptance of the terms of NE’s proposal and these General Terms and Conditions. Balance due upon delivery of report. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

**Insurance** – NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

**Right-of-Entry** - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

**Damage to Existing Man-made Objects** - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

**Warranty and Limitation of Liability** - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

**PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

**Indemnification** – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

**Sampling or Testing Location** - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

**Sample Handling and Retention** – Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

**Legal Jurisdiction** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

**Force Majeure** - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

**Documents** - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE'S reports for purposes of the current project. Other parties are not authorized to use or rely upon NE'S reports unless NE so states in writing.

NE - General Contract Terms and Conditions Feb 2015



Terramar Environmental Services, Inc.

1241 Crane Boulevard

Sugarloaf Key, Florida 33042

(305) 393-4200 FAX (305) 745-1192

[terramar@bellsouth.net](mailto:terramar@bellsouth.net)

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May 15, 2015

Sean Compel  
Stantec  
901 Ponce de Leon Blvd., Suite 900  
Coral Gables, Florida 33134

Dear Mr. Compel:

Please accept this proposal for design assistance and permitting services for the City of Key West, Dolphin Pier project. The project involves design and permitting of the replacement of the Dolphin Pier in Garrison Bight. The proposed scope of services includes the following:

- Assist Stantec in developing a design and permitting plans that meets environmental permitting criteria
- Conduct a benthic resource assessment including coral assessment suitable for regulatory permitting
- Prepare ERP application and supporting environmental documentation using Project Plans prepared by Stantec, including Section 07 Checklist, SWPBO Spreadsheet, FKNMD coral resource assessment, and any other supporting documentation required.
- Coordinate with regulatory agencies (FDEP, USACE, FKNMS, FWC) to maintain progress on the permit application, resolve any environmental issues

The following budget was prepared based on our expectation of the amount of effort required to complete the project.

<b>Item</b>	<b>Activity</b>	<b>Unit Rate</b>	<b>Units</b>	<b>Total Cost</b>
Senior Environmental Scientist	Project coordination with Stantec and City of Key West, plans review, submerged lands ownership	\$125.00	12	\$1,500.00
Senior Environmental Scientist	Conduct benthic survey and environmental documents including Section 7 and UMAM	\$125.00	48	\$6,000.00
Senior Environmental Scientist	ERP Application preparation and submittal	\$125.00	12	\$1,500.00
Senior Environmental Scientist	Post-application coordination thru permit issuance, site visits, meetings, emails, calls	\$125.00	24	\$3,000.00

Item	Activity	Unit Rate	Units	Total Cost
TOTAL			48	\$12,000.00

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

Sincerely,

*Phil Frank*

Philip A. Frank  
Vice President