



Stantec Consulting Services Inc.
901 Ponce de Leon Blvd, Suite 900, Coral Gables FL 33134

April 8, 2019

City of Key West
3140 Flagler Ave
Key West, FL 33040

Attention: Karen Olson
Deputy Director, Port and Marine Services

Reference: Kingfish Pier Design Replacement City Marina at Garrison Bight

Dear Ms. Olson,

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

We understand the City would like to move forward with the design of a new floating dock at Kingfish Pier, located at Garrison Bight, which suffered damage from Hurricane Irma. The City has or will submit/obtain FEMA funding for the work. Permitting is already underway as per previous authorization from the City (PO#087361) and therefore it is not a part of this proposal.

Scope of Project:

The proposed improvements consist of a new floating dock, approximately 380 feet in length, with new finger piers, to replace an existing floating pier damaged during hurricane Irma. It is the southernmost pier of Garrison Bight located north of N. Roosevelt Boulevard. The floating dock facility will be similar to those completed at Tarpon Pier, Sailfish Pier, and Dolphin Pier, and will include the same footprint as existing. Pier material will be aluminum framing with ipe decking with an ADA compliant ramp connecting at the same location as existing pier. It is our understanding that the existing upland wood ramp structure will remain. New utility lines will be provided including HDPE piping for water, sewer and fire protection. New G-Cable and all electrical pedestals will be replaced, new data and cable TV and cabinet will be provided. No upland improvements are included; existing upland electrical equipment, utility connections, and sanitary pump-out will remain. All new piles will be epoxy coated tubular steel to match the other recently constructed piers. Boat relocation plan is not required because this is a transient dock.

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

Scope of Services:

Design Phase:

Specific purpose survey of the project area. 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. We will provide 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. Environmental permitting is not included in this proposal. Project Contractor will be required to secure all local building permits.

Bid Phase:



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 Karen Olson
 Director, Port and Marine Services
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Deputy

Prepare bid package including general and supplemental conditions (to be provided by City in electronic format), standard specifications, and bid form. Attend pre-bid meeting with potential contractors, answer bidder questions, prepare addendums if necessary, and review of submitted bids. These services will be provided only to the extent requested by the City.

Construction Phase:

Attend preconstruction meeting, answer Contractor’s RFIs, attend weekly meeting via phone conference (if needed), develop and maintain submittal register, review shop drawings, periodic site observation visits (bi-monthly at a minimum; for each visit we will prepare a written observation report with photos), review construction progress, final inspection and project certification. Our scope also includes closing all environmental permits. These services will be provided only to the extent requested by the City.

Terms and Conditions:

All terms and conditions shall be per our Agreement for General Engineering Services (dated October 13, 2017). Permit fees are not included and can be paid by Stantec and reimbursed if required.

Design Phase (Lump Sum)	\$73,373
Bid Phase (Hourly not to exceed)	\$10,794
Construction Phase (Hourly not to exceed)	\$22,584
Reimbursable and Additional Services (Allowance).....	\$4,500
Total:	\$111,251

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 proposal or a purchase order as your written authorization to proceed with the assignment.

Thank you,
Stantec Consulting Services Inc.

Sean Compel, P.E., LEED AP
 Senior Associate
 Tel: 305-445-2900
 sean.compel@stantec.com

FEE WORKSHEET

DATE: 04/08/2019 Revised Floating

PROJECT: Docks at Kingfish Pier

Design & Permitting Phase Services:

Task	Prin.	Prjt Mngr	Prjt Engr	Sr. Tech.	EI	Clerical
Field review -site conditions	2	8	8			2
Coordination with survey & geotech.		8	8	6	4	4
Horizontal & vertical layout of pier/piles Civil		8	8	8	6	
Electrical Design & plans	2	12	25	20	4	
Plan view/sections/details - electrical	2	10	10	10		
Water & Sewer plans	2	2	15	20		
Plan view/sections/details - water & sewer	2	2	8	8		
Fire Protection Design plans	2	2	10	18		
Plan view/sections/details - Fire Protection	2	2	8	8		
Structural design of steel piles	2	8	6	2	2	
Plan view/sections/details - pier/piles	2	4	10	7	15	
Specifications	2	6	12			12
Cost Estimates	2	6	6	4	8	
Sub-Total Hours	22	78	134	111	39	18
Billing Rate	212	175	165	125	110	58
Labor Cost	\$4,664	\$13,650	\$22,110	\$13,875	\$4,290	\$1,044
Labor Sub-Total						\$59,633
Survey Sub-consultant (Fl. Keys Land Surveying						\$9,295
Geotechnical Sub-consultant (Nutting)						\$4,445
Environmental Sub-consultant (Terramar)						\$0
Design Phase Sub-Total						\$73,373

Bid Phase Services (Hourly not to Exceed):

Task	Prin.	Prjt Mngr	Prjt Engr	Sr. Tech.	EI	Clerical
Prepare Bid package (front end & bid form)		12	12			5
Attend Prebid meeting		8				
Answer bidder questions		8	6			2
Prepare addendums		8			4	2
Review of bids submitted	1	2				
Sub-Total Hours	1	38	18	0	4	9
Billing Rate	212	175	165	125	110	58
Labor Cost	\$212	\$6,650	\$2,970	\$0	\$440	\$522
Bid Phase Sub-Total						\$10,794

Construction Phase Services (Hourly not of Exceed):

Task	Prin.	Prjt Mngr	Prjt Engr	Sr. Tech.	EI	Clerical
Attend Preconstruction meeting		8				
Attend via phone weekly meetings (If needed)		8				
Answer contractor RFIs	2	10	10			4
Review shop drawings / submittal register	2	16	16			
Final Inspection & certification	4	8				2
Sub-Total Hours	8	50	26	0	0	6
Billing Rate	212	175	165	125	110	58
Labor Cost	\$1,696	\$8,750	\$4,290	\$0	\$0	\$348
Construction Phase Sub-Total						\$15,084
Environmental Sub-consultant (Terramar)						\$7,500
Construction Phase Total						\$22,584

Reimbursables and Additional Service (Allowance) \$4,500

Grand Total \$111,251



FLORIDA KEYS LAND SURVEYING

19960 OVERSEAS HIGHWAY, SUGARLOAF KEY, FL 33042

PHONE: (305) 394-3690

EMAIL : FKLSEmail@gmail.com

www.floridakeyslandsurveying.net

SURVEY WORK ORDER

February 15, 2019

RE: Kingfish 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 Kingfish Pier, Garrison Bight.

1) FIELDWORK - 4 Days @ \$1,680.00 a Day of a 1-3 Man Total Station Field Crew = \$6,720.00

- 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 20x40 area upland of the existing pier.
- Locate the existing pier, including but not limited to the utility pods on the said pier
- Locate the existing 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.
- 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 – 16 Hours @ \$150.00 Hour = \$2,400.00

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

3) PROFESIONAL SURVEY AND MAPPER – 1 HOUR @ \$175.00 HOUR = \$175.00

- Review and Certification of Deliverables.

TOTAL SURVEY COST & TERMS:

\$9,295.00 due upon completion

Accepted By: _____ Date: _____
PRINT NAME SIGNATURE

Accepted By: _____ Date: _____
PRINT NAME SIGNATURE

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King Fish Pier geo

100' N of Palm Ave. & N. Roosevelt Blvd., Key West, FL

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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 May 2017

cc: Kristina Berryman – Business Development Manager
Pavel Cruz – CMT Division Manager

King Fish Pier Stantec Key West geo 2-14-19





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

March 20, 2019

Carlos M Herdocia, P.E.. LEED AP
Project Manager
Stantec
901 Ponce de Leon Blvd., Suite 900
Coral Gables, Florida 33134

Dear Mr. Herdocia:

Please accept this proposal for assistance in environmental compliance and construction inspection for the City of Key West, Kingfish Pier Replacement Project. The proposed scope of services includes the following:

- Assist the City and Contractor in implementing the project in compliance with environmental permits.
- Conduct regular site inspections to verify that the project is being completed in compliance with environmental permits.
- Conduct regular site inspections to verify that the project is constructed to project design and specifications.
- Assist Stantec and the City with any construction related issues that may occur throughout the course of construction.
- Assist the City with close-out of environmental permits (FDEP & USACE). Complete required forms and submittals and verify close-out of permits.

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

Item	Activity	Unit Rate	Units	Total Cost
Senior Environmental Scientist	See Scope of Services	\$125.00	60	\$7,500.00
TOTAL			60	\$7,500.00

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

Sincerely,

Philip A. Frank

Philip A. Frank
Vice President

February 14, 2019 (Revised April 8, 2019)

Stantec

Attn: Mr. Carlos Herdocia, PE

901 Ponce de Leon Boulevard/ Ste. 900

Coral Gables, FL 33134

Phone: 305.445.2900/ Cell: 786.502.0701/ Email: carlos.herdocia@stantec.com

Miami Dade County Tier 2 CBE

Palm Beach County SBE

SFWMD SBE

Small Business Administration SBE

for Federal Projects

Re: Proposal/Agreement for Geotechnical Exploration Services
King Fish Pier
Approx. 100' north of Palm Avenue & N. Roosevelt Boulevard Intersection
Key West, FL

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 dated February 14, 2019, we understand that plans for this project include the demolition and replacement of an existing pier at the referenced site. We have been requested to provide the soil parameters and lateral capacities of piles to be used in design of the new pier structure. NE previously performed two soil borings at the adjacent Sailfish Pier which will be utilized in the analysis of the proposed King Fish 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 - Geotechnical Exploration

The geotechnical scope of work as outlined above will be performed for an estimated cost of \$4,445.00 based on the following rates and quantities:

Description	Quantity	Cost	Total
P.E. site visit, boring layout, depth to water measurement	16 hours	\$100.00/ hour	\$1,600.00
Per Diem / one day	1	\$250.00/ day	\$250.00
Report preparation by P.E.	13 hours	\$155.00/ hour	\$2,015.00
Report review by Principal P.E.	2 hours	\$190.00/ hour	\$380.00
Clerical/ Administration	4 hour	\$50.00/ hour	\$200.00

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%.

Once we receive the executed/ signed proposal, project scheduling will commence. The on-site work should take approximately one business day to complete. The geotechnical report should be available

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King Fish Pier geo

100' N of Palm Ave. & N. Roosevelt Blvd., Key West, FL

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within approximately 12 - 15 business days after the on-site work is completed.

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for over 50 years in South Florida and the Treasure Coast 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 experienced professionals including 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 is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT).

Our sister company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. NEF can be reached 561-732-7200.

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.

Pavel Cruz
Field Operations Supervisor

Adrian Ramirez
Engineering Intern

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. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.



PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

King Fish Pier Stantec Key West geo 2-14-19

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. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. 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



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100' N of Palm Ave. & N. Roosevelt Blvd., Key West, FL

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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 May 2017

cc: Kristina Berryman – Business Development Manager
Pavel Cruz – CMT Division Manager

King Fish Pier Stantec Key West geo 2-14-19

