

RESOLUTION NO. 24-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING TASK ORDER TO-11-23 FOR JACOBS ENGINEERING GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$128,498.00 FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN A GRINDER FOR PUMP STATION "F"; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS AND ADJUSTMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 23-029, the City Commission approved a contract Jacobs Engineering Group, Inc. (Jacobs) for General Engineering Services on a task-order basis; and

WHEREAS, Pump Station "F" experiences clogging from rags and other solids that have the ability to cause sanitary sewer overflows and require maceration prior to discharge; and

WHEREAS, the installation of a grinder will greatly reduce the instances of clogging at the pump station; and

WHEREAS, Jacobs has the expertise to engineer a grinder system; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That Task Order TO-11-23 from Jacobs Engineering Group, Inc. to provide professional engineering services to design a grinder system for Pump Station "F" is hereby approved in an amount not to exceed \$128,498.00.

Section 2: A budget transfer in the amount of \$128,498.00 from Account No. 401-3501-535-9900 (Reserves/Other Uses) to Account No. 401-3503-535-6500 (Sewer/Renewal and Replacement), is hereby authorized.

Section 3: That the City Manager is authorized to execute any necessary documents, upon consent of the City Attorney.

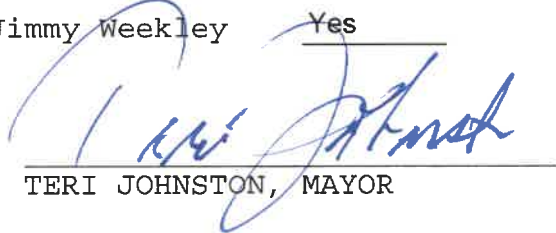
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 11th day of April, 2024.

Authenticated by the Presiding Officer and Clerk of the Commission on 11th day of April, 2024.

Filed with the Clerk on April 11, 2024.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Absent</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
\_\_\_\_\_  
TERI JOHNSTON, MAYOR

ATTEST:

  
\_\_\_\_\_  
KERI O'BRIEN, CITY CLERK




## MEMORANDUM

---

**Date:** April 11, 2024

**To:** Honorable Mayor and Commissioners

**Via:** Albert P. Childress  
City Manager 

**From:** Kelly Crowe, P.E.  
Utility Director

**Subject:** **24-5671 Approval of Task Order 11-23 to Jacobs Engineering Group, Inc. for engineering services for Pump Station F Grinder**

---

### Introduction

Authorize the City Manager to execute Task Order 11-23 from Jacobs Engineering Group, Inc. in the amount of \$128,498.00 for design, permitting, bid and construction phase services for the installation of a wastewater grinder at Pump Station "F", and authorize any necessary budget transfers upon consent of the City Attorney

### Background

The City of Key West (CKW) owns and operates twenty-six wastewater pump stations responsible for conveying wastewater flows to the Richard A. Heyman Environmental Protection Facility. Pump Station F is part of those twenty-six facilities. CKW has been experiencing ongoing clogging problems at Pump Station F. The existing pumps are frequently getting clogged with rags and other solids, requiring immediate attention from the City Operations and Maintenance Staff. Also, this situation is increasing the possibility of wastewater overflowing if the pumps cannot be unclogged quickly.

To resolve the clogging issues, City staff recommends installing a grinder upstream of the existing pumps to cut into smaller pieces any rags or solids that could clog the pumps. The addition of a grinder will help alleviate the instances of sanitary sewer overflows in District F.

### Procurement

This project was not originally budgeted for the fiscal year 2023/24; however, it is critical to install a grinder at Pump Station 'F'. The City's operations and maintenance contractor, OMI, has to commit

extensive resources near the pump station to ensure any clogging can be quickly resolved to prevent a sanitary sewer overflow. The installation of a grinder will help OMI reallocate their staff to resolve other issues that could arise.

The amount proposed by Jacobs Engineering for this task is \$128,498.00. Funds in the amount of \$128,498.00 will be transferred from Account 401-3501-535-9900 (Reserves/Other Uses) to account 401-3503-535-6500 (Renewal and Replacement/Construction in Progress).

Jacobs will be performing the work outlined in the task order under their General Engineering Services contract authorized per Resolution 23-029 and executed on March 28, 2023.

**Recommendation**

The City Manager's Office recommends the Mayor and City Commission authorize the City Manager to execute Task Order 11-23 to Jacobs Engineering Group, Inc. in the amount of \$128,498.00 to engineer and design the installation of a grinder at Pump Station F to alleviate clogging in the station's pumps and authorize any necessary budget transfers.

**Exhibits:**

Exhibit A – Task Order 11-23

Exhibit B – Resolution 23-029

**TASK ORDER 11-23**

**ENGINEERING DESIGN, PERMITTING, AND BID PHASE FOR THE INSTALLATION OF A GRINDER AT WASTEWATER PUMP STATION F**

This TASK ORDER 11-23 is issued under the terms and conditions of the MASTER AGREEMENT TO PROVIDE GENERAL ENGINEERING SERVICES TO THE CITY OF KEY WEST ("AGREEMENT") between the City of Key West ("CITY") and Jacobs Engineering Group, Inc. ("CONSULTANT") executed on March 29<sup>th</sup>, 2023.

**A. SCOPE OF SERVICES**

Specific services which the CONSULTANT agrees to furnish are summarized on the "Scope of Services". This Task Order, when executed, shall be incorporated in and shall become an integral part of the AGREEMENT.

**B. TIME OF COMPLETION**

Start date for this project will be no later than ten days after execution of this authorization. The duration of this TASK ORDER is estimated in forty-nine (49) weeks.

**C. COMPENSATION**

Compensation for Labor portion of Task A TASK ORDER TO-11-23, will be on a lump sum fee basis as stipulated in Article 5, Paragraph 5.1.1 of the AGREEMENT. Compensation for other direct charges will be on Cost Reimbursable basis as stipulated in Article 5, Paragraph 5.1.2 of the AGREEMENT. The estimated compensation is shown as Attachment A.

**D. ACCEPTANCE**

By signature, the parties each accept the provisions of this TASK ORDER 11-23 and authorize the CONSULTANT to proceed at the direction of the CITY's representative in accordance with the "SCOPE OF SERVICES."

For Jacobs Engineering

For City of Key West

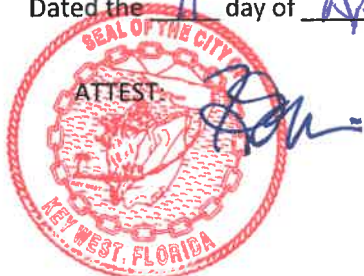
  
\_\_\_\_\_  
Jill Rankin, P.E.  
Manager of Projects

  
\_\_\_\_\_  
Albert P. Childress  
City Manager

Reviewed for Legal Sufficiency  
RR 4/12/24  
\_\_\_\_\_  
Ronald S. Ramsingh, City Attorney

  
\_\_\_\_\_  
Axel Rivera, PE, PMP  
Senior Project Manager

Dated the 11 day of April, 2024.



**TASK ORDER 11-23**  
**ENGINEERING DESIGN, PERMITTING, AND BID PHASE FOR THE INSTALLATION OF A GRINDER AT**  
**WASTEWATER PUMP STATION F**

**SCOPE OF SERVICES**

**Background**

The City of Key West (CKW) owns and operates twenty-five wastewater pump stations responsible for conveying wastewater flows to the Richard A. Heyman Environmental Protection Facility. Pump Station F is part of those twenty-five facilities. CKW has been experiencing ongoing clogging problems at Pump Station F. The existing pumps are frequently getting clogged with rags and other solids, requiring immediate attention from the City Operations and Maintenance Staff. Also, this situation is increasing the possibility of wastewater overflows if the pumps cannot be unclogged quickly. To resolve the clogging issues, the City wants to install a Grinder upstream of the existing pumps to cut into smaller pieces any rags or solids that could clog the pumps.

The proposed scope of work is for the CONSULTANT to develop construction documents for the installation of a Grinder at Pump Station F. The Construction work will include the following:

1. Installation of a Grinder and all required supports and rails.
2. Installation of electrical and control infrastructure for the Grinder. This includes electrical and control conduits and wires, power panel, control panel, disconnect switch, etc.
3. Structural work inside the existing wet well for the installation of the Grinder.
4. Installation of a Temporary By-Pass system to redirect flow during the installation of the Grinder. Identify possible location for temporary bypass installation.

**Task A – Design Documents**

*Subtask A.1 –Intermediate Design, 60% Design*

The Consultant team will conduct a virtual kickoff meeting with CKW to review the scope of work and initiate the collection of any missing relevant information, such as pump station average and peak flows.

The Consultant will select the new Grinder for the Pump Station based on the data, information, and as-built drawings obtained from CKW. A visit to the pump station will be conducted to confirm the location and dimensions of the available space for the Grinder installation. Also, the availability of the required electrical power to energize the Grinder will be confirmed during the visit.

Based on the comments received in the kickoff meeting, the data provided by the CKW and the site visit, the CONSULTANT will prepare the 60 percent design documents.

To maintain an expedited schedule, it is assumed that one set of written comments from the CKW reviewers to the Consultant will be provided within two weeks of submission.

The Consultant will conduct a one-hour virtual design review meeting with CKW staff to discuss comments on the 60% design documents. Accepted CKW's comments will be incorporated in the next design phase.

*Deliverables (issued electronically in .pdf format)*

1. A Request for Information (RFI) to gather the relevant information and other information discussed during the kickoff meeting.
2. Baseline Project Schedule and Updated Project Schedule.
3. Plan and profile of proposed improvements.
4. Design drawings up to 60% and technical specifications for major equipment.
5. Draft list of proposed technical specifications.
6. Class 3 AACE International construction cost estimate.
7. Meeting agenda and design review meeting minutes including 60% comments.

*Subtask A.2 – 90% Design*

The CONSULTANT will progress the design up to 90 percent and incorporate the comments received on the 60 percent design. This deliverable includes the preparation of required design drawings and technical specifications. The CONSULTANT will conduct a one-hour virtual design review meeting with CKW to discuss comments on the 90% design documents. The comments received from this meeting will be incorporated into the 100% Design Documents. The CONSULTANT is anticipating receiving one set of comments from the CITY.

After submitting the 90 percent design documents, the CONSULTANT will prepare a Class I Cost Estimate.

*Deliverables (issued electronically in .pdf format)*

1. 90 percent Design Drawings (11" x 17") and Technical Specifications.
2. Class 1 AACE International construction cost estimate.
3. Updated schedule in electronic format (PDF) and one hard copy.
4. Meeting agenda and design review meeting minutes including 90% comments.



### *Subtask A.3 – 100% Design*

The CONSULTANT will complete the plans and specifications up to 100 percent based on the 90 percent review comments. Only minor comments from the 90 percent design are anticipated.

#### *Deliverables (issued electronically in .pdf format)*

1. 100 percent Design Drawings (11" x 17") and Technical Specifications.

### *Subtask A.4 – Permitting*

CONSULTANT will prepare a letter for FDEP stating the proposed improvements to PS "F" and request confirmation that a permit is not required. The CONSULTANT will submit a draft of the proposed letter to the CKW for review and comments. No permitting applications are included in this scope of work.

#### *Deliverables (issued electronically in .pdf format)*

An electronic copy of the FDEP letter.

## **Task B – Limited Construction Phase Engineering Services**

The CONSULTANT will provide engineering support to assist the CITY during the construction of the project. The services include the review of submittals and requests for information (RFI), substantial completion inspection and preparation of record drawings, which are described in more detail below:

1. CONSULTANT'S project manager to attend one (1) preconstruction meeting.
2. CONSULTANT'S project manager to attend construction progress meetings once a month. This scope and fee assume a total of 8 monthly progress meetings over the duration of the project.
3. Review of shop drawings and other data that the Contractor is required to submit. CONSULTANT shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. CONSULTANT will reasonably rely upon the accuracy and completeness of the information provided. Reviews shall be completed within 14 calendar days after the package is transmitted electronically by the CITY to the CONSULTANT. It is assumed that the Contractor shall submit complete and timely shop drawings. This scope and fee assume a total of 6 submittals (see attachment "C" for the list of anticipated submittals) with 3 resubmittals. As requested by the City of Key West, only electrical submittals and some mechanical and structural submittals will be review by Jacobs.
4. Provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specification. This scope and fee assume a total of 6 requests for information (RFIs).
5. Review of Contractor's as-built drawings and preparation of Record Drawings.
6. Attendance to the Substantial Completion Inspection and preparation of electrical work punch list items.

The assumed construction duration is 8 months.

Deliverables (electronically, in pdf format):

1. Electrical work punch list items.
2. Record Drawings.

## CKW's Responsibilities

To assist meeting schedule and budget estimates contained in this proposal, the CKW will provide the following:

1. Prompt review and comment on all deliverables (within ten working days of document reception).
2. Facilitate access to required facilities.
3. Attendance of key personnel at meetings as requested.
4. Contract and manage the construction contract with selected contractor.

## Completion Dates

The design Phase may begin within ten days from the NTP. Periods of performance shown below are assumed to run consecutively, with the Kick-off meeting occurring within two weeks of receiving NTP.

Task Name	Task Start (wk)	Task End (wk)	Task Duration (wk)
<b>Task A – Design Documents</b>			
Kickoff Meeting	1	1	1
Subtask A.1 – Intermediate Design 60%	2	8	7
Subtask A.1 – Reviewal period	9	10	2
Subtask A.2 – 90% Design	11	14	4
Subtask A.2 – Reviewal period	15	16	2
Subtask A.3 – 100% Design	17	17	1
Subtask A.4 – Permitting (after 90% Design)	15	16	2

<b>Task B – Limited Construction Phase Engineering Services</b>	18	49	32
---	----	----	----

The estimated project duration is 49 weeks.

## Assumptions

The following assumptions were used in the development of this Task Order.

1. The services in the Task Order will be considered complete once the 100% Design Drawings and Technical Specifications are delivered to the CITY and Limited Services During Construction are completed.
2. Bid Phase Services are not included in this Scope of work.
3. Limited Services During Construction are included in this Scope of Work.
4. The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change to scope.
5. Existing utilities have been constructed in accordance with provided record documentation. Design of existing structures complied with governing codes at time of original design, not necessarily the current ones.
6. The design documents will be prepared for a single construction contract.
7. The CONSULTANT master specifications will be used as the basis for all technical sections in Divisions 1 through 49.
8. Legal, easement, or plat surveys are not included in the scope of work. If additional property is required, it shall be the responsibility of the CITY to obtain it.
9. This Task Order assumes that no FDEP permit is required, and it does not include any Building Department permit application. If permits are required, negotiated, and agreed, the CONSULTANT will not be responsible for delays associated with regulatory agencies unless caused by CONSULTANT.
10. The construction contract will be awarded after the first bidding process. Re-bidding will be considered as an Additional Service.
11. This Task Order anticipates that submittal review comments that can significantly impact the design plans and technical specifications shall be provided during the 30, 60 and 90 percent review stages. Due to this, significant revision or addition requests received after the approval of the 30, 60 and 90 percent submittals will require a negotiation to compensate for the additional effort not included in the economic proposal. To avoid significant revisions, The CITY will authorize CONSULTANT in writing to proceed to the next design milestone (i.e., 30% to 60%).
12. CITY will assist the CONSULTANT with any available survey data, record drawings, and historical information. CAD native files of survey and record drawings, include updated site plan, including recent

improvements, spot elevations, main utilities.

13. Demolition plans will be prepared based on available record drawings provided by CKW.
14. CITY will provide CONSULTANT with consolidated written review comments following receipt of deliverables (design review workshops, reports, permit applications) and completion of the submittal review within 10 working days.
15. No Architectural, Hydraulic, or Landscaping disciplines are included in this scope. If these services are required, the additional scope of work will be negotiated.
16. CONSULTANT will provide detailed minutes of meetings to all attendees within ten working days of meetings. After allowing five working days with no comments, the CONSULTANT will assume the minutes as final.
17. BIM modeling is not included in this Scope of Work.
18. Ground modification techniques, deep foundations or specialized foundation systems are not included in this Scope of Work. If those services are deemed necessary after the geotechnical analysis is finalized, renegotiation of this scope of work will be necessary.
19. This Scope of Work does not include environmental site assessments or environmental mitigation services.
20. CONSULTANT standard specifications will be used for this project. Technical specifications will be prepared in Microsoft Word format and follow the Construction Specifications Institute numbering system (Divisions 1- 49). CKW will provide the Division 0.
21. Cost estimates will be prepared in accordance with the American Association for Cost Engineering.
22. CKW will reproduce and distribute the contract bidding documents and addenda, maintain the plan holders list, tabulate bids, and make award recommendations.
23. The design, installation and construction of a temporary flow bypass is the Contractor's responsibility. CONSULTANT services will provide a conceptual design taking into consideration space constraints and temporary pipe routing.
24. Client will be Furnishing Data/Information – Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the Client or other third parties without independent verification. Additional effort by Jacobs due to invalid data or information provided by the Client or others, may entitle Jacobs to additional Compensation.
25. Providing Construction/Cost Estimates - In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs 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 operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that Client's actual project costs, financial aspects, economic feasibility, will not vary from CONSULTANT'S opinions, analyses, projections, or estimates and the CONSULTANT shall have no liability for such variances.

26. No CONSULTANT-produced operations and maintenance manuals are included in this scope of services.
27. It is assumed that CONSULTANT will provide services during construction for an 8-month construction project. Should time extension(s) become necessary for completion of the project through no fault of CONSULTANT, the CITY and CONSULTANT shall meet to discuss the level of effort and any additional compensation that may be required.
28. The CITY will be responsible to provide full time on-site inspection during construction and start-up activities, prepare daily diaries and maintain document control for all construction documents. CONSULTANT will receive copies of these diaries.
29. The presence or duties of CONSULTANT personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT'S personnel in any way responsible for those duties that belong to CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
30. CONSULTANT AND CONSULTANT'S personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT'S own personnel.
31. The presence of CONSULTANT'S personnel at a construction site is for the purpose of providing to CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
32. CONSULTANT will reasonably rely upon the accuracy, and completeness of any information/data provided by the City or other third parties.
33. The CITY shall review all reports, sketches, drawings, specifications, contracts, and other documents presented by Engineer.
34. The CITY will be furnishing Data/Information – CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the CITY or other third parties without independent verification. Additional effort by the CONSULTANT due to invalid data or information provided by the CITY or other third-parties, may entitle the CONSULTANT to additional compensation.

## Exclusions

1. A basis of design report (BODR) is not included in this Scope of Work. If the permitting agencies require a BODR as part of the permitting process, the CONSULTANT will request CKW to renegotiate the scope of work.
2. Corrosion analysis or infrastructure condition assessments are not included in this Scope of Work.
3. CONSULTANT understands there is no CBE participation requirements, therefore they are not included in this proposal.
4. In providing opinions of cost, financial analyses, economic feasibility projections, for the project, 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 operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that Client's actual project costs, financial aspects, economic feasibility, will not vary from CONSULTANT opinions, analyses, projections, or estimates and the CONSULTANT shall have no liability for such variances.
5. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization. Any changes in these codes or standards may necessitate a change in scope, to include an equitable adjustment.
6. Review of pay applications and change order requests.
7. Construction Inspections.

## Additional Services

As directed, the CONSULTANT will provide additional services related to the project but not included within this Scope of Services. These and other services can be provided, if desired by the CKW, as an amendment to the Task Order. Work will begin for the Additional Services after receiving of a written notice to proceed from the CKW. Additional services may include, but are not limited to, the following:

1. Detailed Design of additional rehabilitation to the wastewater pump stations not already identified above.
2. Re-bidding any or all portions of this project.
3. Review of Contractor pay applications.
4. Application for a Building Permit (if necessary). Permitting for the Florida Department of Environmental Protection (FDEP) if required.
5. Additional Site Visits.

Attachment A: COMPENSATION

TO 11-23 Grinder for Pump Station F, City of Key West

	PM	Mechanical	Electrical	Structural	Civil	Spec. Processor	CAD & DDL	Permitting	QC	Cost Estimator	Project Controls	Project Assistant - Document Control	Total Hours	Fee
	Eng. 5	Eng. 4	Eng. 4	Eng. 1	Eng. 2	Eng. 1	Tech 5	Tech 6	Eng. 8	Eng. 3	Administrative Assistant	Administrative Assistant		
Tasks \ Rates	215.00	188.00	188.00	120.00	149.00	120.00	162.00	179.00	288.00	171.00	113.00	113.00		
<b>Task A – Design Documents</b>														
Subtask A.1 – Intermediate Design 60%	28	80	40	24	24	8	72	16	20	10	4	4	326	\$ 57,270.00
Subtask A.2 – Design 90%	10	40	22	10	13	8	58	8	8	5	2	2	184	\$ 31,762.00
Subtask A.3 – Full Design 100%	4	8	8	8	4		12	4	4	5	5	5	53	\$ 9,085.00
Subtask A.4 – Permitting	8							8					16	\$ 3,152.00
<b>Task B - Limited Construction Phase Engineerin Services</b>														
Subtask B.1 Submittals Approvals (9 Submittals)	6	10	10	10								5	41	\$ 6,815.00
Subtask B.2 RFIs Reponse (6 RFIs)	4	7	7	4	4							4	30	\$ 5,020.00
Subtask B.3- Project Meeting Attendance (Monthly), Project Controls and Invoicing	8										8		16	\$ 2,624.00
Subtask B.4 - Substantial Competition Inspection (Electrical Work Only)			20										20	\$ 3,760.00
Subtask B.4 - Record Drawings	2	4	4	4	4	4	10						32	\$ 5,110.00
Total Hours	70	149	111	60	49	20	152	8	28	28	28	15	718	
Total Lump Sum Labor	\$ 15,050	\$ 28,012	\$ 20,868	\$ 7,200	\$ 7,301	\$ 2,400	\$ 24,624	\$ 1,432	\$ 8,064	\$ 4,788	\$ 3,164	\$ 1,695		\$ 124,598.00
<p style="text-align: right;">Total Labor \$ 124,598.00</p> <p style="text-align: right;">Reimbursables expenses: \$ 3,900.00</p> <p style="text-align: right;">Subconsultant</p> <p style="text-align: right;">Total Fee \$ 128,498.00</p>														

## **Attachment B: LIST OF DRAWINGS**

### **Preliminary Drawing List**

<b>Drawing #</b>	<b>Description</b>
1	Vicinity and Location Maps and Index of Drawings
2	Abbreviations
3	General Notes & Legends
4	Structural Notes
5	Electrical Legend
6	Electrical Legend
7	Mechanical legend
8	Conceptual Temporary Bypass Plan
9	Site Plan
10	Standard Details
11	Mechanical Plan & Sections
12	Mechanical Standard Details 1
13	Mechanical Standard Details 2
14	Electrical Plan & Sections
15	Electrical Single Line Diagram
16	Electrical Standard Details 1
17	Electrical Standard Details 2
18	Structural Plan & Sections
19	Structural Standard Details 1
20	Structural Standard Details 2



## **Attachment C: LIST OF SUBMITTALS**

### **Preliminary Limited Submittals List**

<b>Item #</b>	<b>Description</b>
1	Grinder Shop Drawings and Specs
2	Electrical (conductors, conduits, etc.)
3	Grinder Controls System
4	Structural Concrete Mix Design (for the installation of the grinder on the existing wet well)
5	Grinder Railings, Metal Fabrications
6	Temporary Bypass Pumping System

**AGREEMENT**

**between**

**CITY OF KEY WEST**

**and**

**Jacobs Engineering Group Inc.**

---

**for**

**GENERAL ENGINEERING SERVICES**

**KEY WEST, FLORIDA**

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and Jacobs Engineering Group Inc. , a corporation organized under the laws of the State of Delaware, its successors and assigns, hereinafter referred to as "ENGINEER".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and ENGINEER agree as follows:

## **ARTICLE 1**

### **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFQ 22 - 006, ENGINEER's Response to RFQ dated October 26, 2022, exhibits, Task Orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. ENGINEER:** The firm selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
- 1.6. CITY:** City of Key West.
- 1.7. Task Order:** A detailed description of a particular service or services to be performed by ENGINEER under this Agreement.

## **ARTICLE 2**

### **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. The ENGINEER is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements of the Engineers' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected ENGINEER to perform the services hereunder based on the Request for Qualifications 22-006 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Engineer dated December 7, 2022, incorporated by reference and made part of.
- 2.3. Negotiations pertaining to the services to be performed by ENGINEER were undertaken between ENGINEER and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

## **ARTICLE 3**

### **SCOPE OF SERVICES AND STANDARD OF CARE**

- 3.1. ENGINEER's services may include but are not limited to the following in regard to the Agreement:**
- 3.1.1. Civil Engineering Services**
  - 3.1.2. Utility Engineering Services**
  - 3.1.3. Solid Waste Engineering Services**
  - 3.1.4. Coastal Engineering Services**
  - 3.1.5. Structural Engineering Services**
- 3.2. ENGINEER's services shall include comprehensive full-scale engineering, design, surveying, permit preparation, preparing contract specifications, preparing bid and proposal documents and assisting the City with technical review and ranking of the same to attain qualified contractors for work, environmental assessments, construction administration and owner project representation services relating to operation, new construction, permit modification, construction improvements, rehabilitation and or retrofits, and any other lawful professional Engineering services that the ENGINEER is qualified to provide, and that the CITY authorizes the ENGINEER to undertake in connection with this Agreement. ENGINEER shall provide all necessary, incidental and related activities and services as required.**
- 3.3. ENGINEER and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by ENGINEER to complete any particular task order. If, during the course of the performance of the services included in this Agreement, ENGINEER determines that work should be performed to complete the Task Order which is, in the ENGINEER's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, ENGINEER shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If ENGINEER proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by ENGINEER outside the originally anticipated level of effort without prior written CITY approval or modification of Task Order is at ENGINEER's sole risk.**
- 3.4. The specific services to be provided by the ENGINEER and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.**
- 3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.**
  - 3.4.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.**
  - 3.4.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the ENGINEER's cost of or time required for performance of**

the services, an equitable adjustment shall be made through an amendment to the Task Order.

3.4.4. A Task Order may be terminated at any time, with or without cause, by the CITY upon written notice to ENGINEER. ENGINEER shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the ENGINEER shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, hereof, shall constitute the termination of any and all outstanding Task Orders.

3.4.5. The ENGINEER shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to ENGINEER.

3.5. The CITY and ENGINEER may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and ENGINEER cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.

3.6. ENGINEER shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in ENGINEER'S field performing such services at the time and place where the services are provided. In the event ENGINEER does not comply with this standard, and omissions or errors are made by ENGINEER, ENGINEER will correct such work that contains errors or omissions and reimburse CITY through compensation for damages.

3.7. ENGINEER is required to perform the Task Orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order. In all Task Orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to ENGINEER or any sub-consultant, ENGINEER shall present options for their use or implementation.

3.8. Construction Responsibility - Notwithstanding anything in this Agreement, ENGINEER shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CITY's construction contractors.

3.9. Estimates - Since ENGINEER has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER does not guarantee the accuracy of any opinions of probable construction cost as compared to construction contractor's bids or the actual cost to the CITY.

#### **ARTICLE 4**

#### **TERM OF AGREEMENT; TIME FOR PERFORMANCE;** **CONTRACTOR DAMAGES;**

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the option of a two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 4.1. ENGINEER shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- 4.2. ENGINEER must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent Task Order. Prior to granting approval for ENGINEER to proceed to a subsequent Task Order, the Contract Administrator may, at his or her sole option, require ENGINEER to submit any deliverables/documents for the Contract Administrator's review.
- 4.3. In the event ENGINEER is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of ENGINEER, or because of delays which were caused by factors outside the control of ENGINEER, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of ENGINEER to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and ENGINEER's services are extended beyond the substantial completion date, through no fault of ENGINEER, ENGINEER shall be compensated in accordance with Article 5 for all services rendered by ENGINEER beyond the substantial completion date.
- 4.5. In the event Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of ENGINEER, then ENGINEER shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

## **ARTICLE 5**

### **COMPENSATION AND METHOD OF PAYMENT**

#### **5.1. AMOUNT AND METHOD OF COMPENSATION**

The types of compensation methods, which shall be used to pay for the ENGINEER's services, are limited to the following:

- 5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the ENGINEER'S salaries, general overhead costs, direct expenses, and profit.

5.1.1.1. If Work timing deviates from the assumed schedule for causes beyond ENGINEER's control, ENGINEER and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to ENGINEER for additional work or deleted from the amount owed ENGINEER for less time required.

5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.

5.1.1.3. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month .

5.1.1.4. The ENGINEER shall submit wage rates and other actual unit costs supporting the compensation. The ENGINEER shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)

5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the WORK by ENGINEER's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

5.1.2.2. Hourly rates for the contract (ENGINEER AND Sub-consultants): See attached Exhibit A.

5.1.2.3. ENGINEER and Sub-consultants allowed annual wage adjustment on the Agreement effective anniversary dates shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS] Employment Cost Index [ECI] for Private Industry)



5.1.2.4. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless written approval is provided by the CITY. ENGINEER shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

5.1.2.5. ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay ENGINEER beyond these limit

5.1.2.6. When any budget has been increased, ENGINEER's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increased.

## **5.2. REIMBURSABLE EXPENSES**

5.2.1.1. Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Work shall be charged at actual cost, and shall be limited to the following:

5.2.1.2. Identifiable transportation expenses in connection with the Work, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

5.2.1.3. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel- connected expenses for ENGINEER's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Hampton Inn or Best Western located within the City of Key West city limits.

5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.

5.2.1.5. Cost of printing, reproduction or photography that is required by or of ENGINEER to deliver services set forth in this Agreement.

5.2.1.6. Identifiable testing costs approved by Contract Administrator.

5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Work. These permit fees do not include those permits required for the Contractor.

5.2.2. It is acknowledged and agreed to by ENGINEER that the dollar limitation set forth in paragraphs 5.2.1.1 through 5.2.1.7 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse ENGINEER for direct, non-salary expenses. If CITY or Contract Administrator requests ENGINEER to incur expenses not contemplated in the amount for Reimbursable Expenses, ENGINEER shall notify Contract Administrator

in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

**5.2.3.** All sub-consultants' hourly rates shall be billed in the actual amount paid by ENGINEER. Sub-consultant Reimbursable Expenses are limited to the items in Paragraphs 5.2.1.1 through 5.2.1.7 described above when the sub-consultant's agreement provides for reimbursable expenses.

### **5.3. METHOD OF BILLING**

#### **5.3.1. Lump Sum Compensation**

ENGINEER shall submit billings identifying type of work completed on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, ENGINEER shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

#### **5.3.2. Cost Reimbursable-Per Diem (Time and Expenses) Compensation**

ENGINEER shall submit billings identifying the type of work completed on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Work. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize reimbursable expenses by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for reimbursable expenses, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of salary costs and reimbursable expenses with accrual of the total and credits for portions paid previously. External reimbursable expenses and sub-consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. Subsequent addition of the identifier to the invoice or receipt by the ENGINEER is not acceptable except for meals and travel expenses. Appropriate ENGINEER's cost accounting forms with a summary of charges must document internal expenses by category. When requested, ENGINEER shall provide backup for past and current invoices that records hours and rates by employee category, reimbursable expenses by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

**5.3.3.** If requested, ENGINEER shall provide copies of past paid invoices to any subcontractor or sub-consultant prior to receiving payment. CITY reserves the right to pay any subcontractor or sub-consultant, if ENGINEER has not paid them timely and the services of the subcontractor or sub-consultant are necessary to complete the Work.

#### **5.4. METHOD OF PAYMENT**

5.4.3. CITY shall pay ENGINEER within thirty (30) calendar days from receipt of ENGINEER's proper invoice with documentation as provided above.

5.4.3. In the event ENGINEER has utilized a Sub-consultant to perform the Work, ENGINEER will be required to provide documentation that Sub-consultant and Sub-consultants of Sub-consultants have been paid prior to payment being made to ENGINEER.

5.4.3. Payment will be made to ENGINEER

at:

Address: Jacobs Engineering Group Inc.  
c/o Bank of America  
800 Market Street, Lockbox 18713F  
St. Louis, MO 63150-8713

---

### **ARTICLE 6**

#### **CITY'S RESPONSIBILITIES**

- 6.1. CITY shall assist ENGINEER by placing at ENGINEER's disposal all information CITY has available pertinent to the Task Order including previous reports and any other data relative to design or construction of the Task Order.
- 6.2. CITY shall arrange for access to, and make all provisions for, ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- 6.3. CITY shall review the ENGINEER's itemized deliverables/documents identified in the Task Orders and respond in writing with any comment within the time set forth in the Task Order or within a reasonable time.
- 6.4. CITY shall give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect in the work of any Contract.

### **ARTICLE 7**

#### **MISCELLANEOUS**

##### **7.1. OWNERSHIP OF DOCUMENTS**

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by ENGINEER in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Task Order for which they are made is completed or not. If applicable, CITY may withhold any payments then due to

ENGINEER until ENGINEER complies with the provisions of this Article. ENGINEER is not responsible for damages caused by the unauthorized re- use by others of any of the materials for another Task Order.

## **7.2. TERMINATION**

- 7.2.1. This Agreement may be terminated with or without cause by CITY at any time.
- 7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.
- 7.2.3. In the event this Agreement is terminated, ENGINEER shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, ENGINEER shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

## **7.3. AUDIT RIGHT AND RETENTION OF RECORDS**

- 7.3.1. CITY shall have the right to audit the books, records, and accounts of ENGINEER that are related to any Task Order. ENGINEER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.

7.3.2. ENGINEER shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to ENGINEER's records, ENGINEER shall comply with all requirements thereof; however, ENGINEER shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

**7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS**

7.4.1. ENGINEER shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

7.4.2. ENGINEER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. ENGINEER shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeships), and accessibility.

- 7.4.3. Engineer shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

## **7.5. PUBLIC ENTITY CRIMES ACT**

- 7.5.1. ENGINEER represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, engineer or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in being barred from CITY's competitive procurement activities.
- 7.5.2. In addition to the foregoing, ENGINEER further represents that there has been no determination, based on an audit, that it or any sub-consultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether ENGINEER has been placed on the convicted vendor list.
- 7.5.3. ENGINEER shall promptly notify CITY if it or any subcontractor or sub-consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

## **7.6. SUB-CONSULTANTS**

ENGINEER may use the sub-consultants identified in the proposal that was a material part of the selection of ENGINEER to provide the services under this Agreement. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY's acceptance of a sub-consultant shall not be unreasonably withheld. ENGINEER shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub-consultants. The list of sub-consultants submitted and currently approved is as follows:

- a. Terracon Consultants (Terracon)
- b. FRALEMAN (FRA)
- c. Avirom & Associates, Inc. (AVIROM)
- d. Geosol, Inc. (GEOSOL)

Hourly rates for such said Sub-consultants are as on attached Exhibit A.

#### **7.7. ASSIGNMENT AND PERFORMANCE**

- 7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and ENGINEER shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 7.7.2. ENGINEER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.
- 7.7.3. ENGINEER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of ENGINEER's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. ENGINEER shall not change or replace overall project manager identified in the ENGINEER's response to the RFQ without the Contract Administrator's prior written approval.

#### **7.8. INDEMNIFICATION OF CITY**

- 7.8.1. To the fullest extent permitted by law, the ENGINEER expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the ENGINEER, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of ENGINEER's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.
- 7.8.2. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the ENGINEER under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the ENGINEER or of any

third party to whom ENGINEER may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work.

**7.9. INSURANCE**

7.9.1. ENGINEER is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in the following amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the ENGINEER shall provide the limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability	\$2,000,000	Per Claim / Aggregate

7.9.2. ENGINEER shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West included as an additional insured on all policies—excepting Professional Liability—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on the General and Auto Liability policies. ENGINEER will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

7.9.3. Notwithstanding any other provision of the Contract, the ENGINEER shall maintain complete worker's compensation coverage for each and every employee, principal, officer, representative, or agent of the ENGINEER who is performing any labor, services, or material under the Contract. Further, ENGINEER shall additionally maintain the following limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

7.9.4. If the work is being done on or near a navigable waterway, ENGINEER's workers



compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. ENGINEER shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workers' compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of worker's compensation coverage under each policy.

7.9.5. ENGINEER's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

7.9.6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

7.9.7. ENGINEER will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. ENGINEER will notify City of Key West immediately by telephone at (305) 809-3964 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the ENGINEER.

7.9.8. It shall be the responsibility of the Engineer to ensure that all sub-consultants/subcontractors comply with the same insurance requirements as is required of Engineer.

7.9.9. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Engineer shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Engineer to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Engineer to take out and/or maintain any required insurance shall not relieve the Engineer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Engineer concerning indemnification.

#### **7.10. REPRESENTATIVE OF CITY AND ENGINEER**

7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon ENGINEER's request, shall advise ENGINEER in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.

7.10.2. ENGINEER shall inform the Contract Administrator in writing of

ENGINEER's representative to whom matters involving the conduct of the Task Order shall be addressed.

#### **7.11. ALL PRIOR AGREEMENTS SUPERSEDED**

7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### **7.12. NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

##### FOR CITY OF KEY WEST:

City of Key West  
1300 White Street  
Key West, FL 33040

##### FOR ENGINEER:

Contact Name: Diana F. Francois, P.E.

Address: Diana F. Francois, P.E.  
3150 S.W. 38<sup>th</sup> Avenue, Suite 700  
Miami, Florida 33146

#### **7.13. TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by ENGINEER shall act as the execution of a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of

contracting. The original contract price for any Task Order and any additions thereto shall be adjusted to exclude any significant sums, by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

#### **7.14. INTERPRETATION**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

#### **7.15. ENGINEER'S STAFF**

- 7.15.1. ENGINEER shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in ENGINEER's employment.
- 7.15.2. ENGINEER shall obtain prior written approval of Contract Administrator to change key staff. ENGINEER shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.
- 7.15.3. If Contract Administrator desires to request removal of any of ENGINEER's staff, Contract Administrator shall first meet with ENGINEER and provide reasonable justification for said removal.
- 7.15.4. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.
- 7.15.5. Each assignment issued under this Agreement by the CITY to the Engineer, the Engineer will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 7.15.6. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Engineer must obtain the CITY Representative's prior written approval.

7.15.7. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Engineer shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.

7.15.8. The Engineer shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Engineer shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.

7.15.9. The Engineer shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

#### **7.16. INDEPENDENT CONTRACTOR**

ENGINEER is an independent contractor under this Agreement. Services provided by ENGINEER shall be subject to the supervision of ENGINEER. In providing the services, ENGINEER or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### **7.17. THIRD PARTY BENEFICIARIES**

Neither ENGINEER nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or sub-consultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

#### **7.18. CONFLICTS**

7.18.1. Neither ENGINEER nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with ENGINEER's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.18.2. ENGINEER agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal

proceeding.

- 7.18.3. In the event ENGINEER is permitted to use sub-consultants to perform any services required by this Agreement, ENGINEER agrees to prohibit such sub-consultants from having any conflicts as within the meaning of this section, and shall so notify them in writing.

#### **7.19. CONTINGENCY FEE**

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

#### **7.20. WAIVER OF BREACH AND MATERIALITY**

- 7.20.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.20.2. CITY and ENGINEER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### **7.21. COMPLIANCE WITH LAWS**

ENGINEER shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

#### **7.22. SEVERABILITY**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or ENGINEER elects to terminate this Agreement.

**7.23. JOINT PREPARATION**

Preparation of this Agreement has been a joint effort of CITY and ENGINEER and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**7.24. PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

**7.25. APPLICABLE LAW AND VENUE**

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

**7.26. INCORPORATION BY REFERENCE**

The attached exhibits are incorporated into and made a part of this Agreement:

Exhibit A – ENGINEER/Sub-consultants' Hourly Rates

**7.27. COUNTERPARTS**

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

By: CITY OF KEY WEST



Patti McLauchlin, City Manager

By: ENGINEER



(Signature)

David Ashman

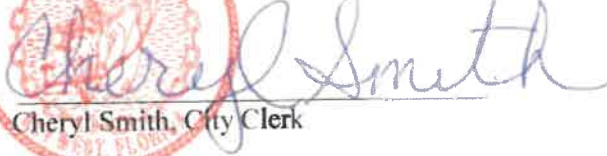
(Print Name and Title)

28<sup>th</sup> day of March, 2023

23 day of March, 2023



Attest:



Cheryl Smith, City Clerk

Attest:



(Signature)

Diana F. Francois, P.E.

(Print Name and Title)

29 day of March, 2023

23 day of March, 2023

**Exhibit A****Hourly Fee Schedule****Company Name: Jacobs Engineering Group Inc. Date: March 23, 2023**

<b>Title</b>	<b>Year 23</b>	<b>Year 24</b>	<b>Year 25</b>
Principal, Special Business Consultant	\$315	\$324	\$334
Engineer 8	\$280	\$288	\$297
Engineer 7	\$259	\$267	\$275
Engineer 6	\$240	\$247	\$255
Engineer 5	\$209	\$215	\$222
Engineer 4	\$183	\$188	\$194
Engineer 3	\$166	\$171	\$176
Engineer 2	\$145	\$149	\$154
Engineer 1	\$117	\$120	\$124
Planner 1	\$110	\$113	\$117
Technician 6	\$174	\$179	\$184
Technician 5	\$158	\$162	\$167
Technician 4	\$120	\$124	\$128
Technician 3	\$106	\$109	\$112
Technician 2	\$101	\$104	\$107
Technician 1	\$91	\$94	\$97
Clerical	\$98	\$101	\$104
Administrative Assistant	\$109	\$113	\$116

Note: Rates applicable January 1 through December 31 for each year.  
Labor rates escalation at 3% per year





# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
02/20/2023

NAME OF INSURED: *Jacobs Engineering Group Inc.*

Additional Description of Operations/Remarks from Page 1:

Additional Information:

\*\$2,000,000 SIR FOR STATE OF: OHIO

Licensee

**Name:** JACOBS ENGINEERING GROUP INC.      **License Number:** 2822  
**Rank:** Registry  
**Primary Status:** Current      **License Expiration Date:** 05/21/1979  
**Original License Date:** 05/21/1979

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
66932	Current, Active	STEJSKAL, DAVID C	Registry		Professional Engineer	02/28/2025