

RESOLUTION NO. 24-166

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A TASK ORDER TO JACOBS ENGINEERING GROUP, INC., IN AN AMOUNT NOT TO EXCEED \$144,883.80 FOR DESIGN AND PERMITTING OF AN IMPROVED MALLORY T-PIER; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS OR ADJUSTMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Mallory T-pier is an extremely important asset to the city for both revenue and disaster recovery; and

WHEREAS, unobstructed views of the waterfront and sunset are important to the visitor experience at Mallory Square; and

WHEREAS, a 2018 report determined the Mallory T-Pier was nearing the end of its useful life; and

WHEREAS, State grant money (FDOT Grant G1767) was acquired to refurbish the pier; and

WHEREAS, the optimal size and layout of pier

improvements are based on the size of the vessels that will be hosted there; and

WHEREAS, in Resolution 22-073, the Commission directed cruise ship traffic away from City property and defined cruise ship to mean a vessel with the capacity to carry 500 or more individuals (passengers and crew); and

WHEREAS, the Commission recently entered into an agreement with the Ocean Key Resort and Spa to host ships no longer than 514 feet length over all at the waterline; and

WHEREAS, in Resolution No. 23-029, the City Commission approved a contract with Jacobs Engineering Group, Inc. for General Engineering Services; and

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

Section 1: That the City Commission hereby approves a task order to Jacobs Engineering Group, Inc. in an amount not to exceed \$144,883.80 for design and permitting for an improved Malory T-Pier.

Section 2: That this project is funded through FDOT Grant G1767, and budgeted in infrastructure account No. 1014302-543-6300, Project Number IS43022003. Any necessary budget adjustments or amendments are hereby authorized.

Section 3: That the City Manager or designee 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 8th day of August, 2024.

Authenticated by the Presiding Officer and Clerk of the Commission on 8th day of August, 2024.

Filed with the Clerk on August 8, 2024.

Mayor Teri Johnston	<u>Absent</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>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
SAM KAUFMAN, VICE MAYOR

ATTEST:

  
KERI O'BRIEN, CITY CLERK



## MEMORANDUM

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Date: August 8, 2024

To: Honorable Mayor and City Commission

Via: Todd Stoughton  
Interim City Manager

From: Steve McAlearney  
Interim Assistant City Manager

Subject: (File ID: 24-6184) Approving a task order to Jacobs Engineering Group, Inc.  
in an amount not to exceed \$144,883.80 for design and permitting of an  
improved Mallory T-Pier

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### **Introduction**

Resolution approving a task order to Jacobs Engineering Group, Inc. in an amount not to exceed \$144,883.80 for design and permitting of an improved Mallory T-Pier.

### **Background**

The Mallory T-Pier is an extremely important asset to a city at the end of a 120-mile island chain connected to the mainland by 42 bridges. In addition to the revenue it can generate hosting passenger ships, the T-Pier provides obvious usefulness in aiding island recovery in a post-disaster scenario.

In 2018, the City approved a Mallory Square Modernization to Cruise Ship Mooring Facilities Feasibility Study. This study determined that the Mallory T-Pier was “approximately 33 years old, which is nearing the end of its useful life.” State grant funding was subsequently acquired to refurbish the pier. This funding authorized an evaluation to determine the optimal size and layout of pier improvements. The first evaluation, authorized in June 2018 (Res 18-196), studied the pier requirements to host cruise ships up to 750 feet Length Over All (LOA), which the pier had been hosting at that time. An amendment to the original evaluation was authorized in July 2021 (Res 21-139), which eliminated ships larger than the city’s submerged lands lease length of 664 feet LOA.

An additional evaluation was completed following the passage of Resolution 22-073, which limited access to vessels with fewer than 500 passengers and crew combined, and Resolution 23-242, an agreement with Ocean Key Resort that limits the size of ships to be hosted to 514 feet at the waterline. This additional evaluation also specifically considered compatibility with the American Cruise Lines vessel American Glory and the City’s desire to maintain unobstructed waterfront views from Mallory Square.

The task order under consideration is for the design and permitting of the recommended layout of the T-Pier based on this final evaluation.

**Procurement**

The \$144,883.80 for this task order will come from FDOT grant G1767 and is budgeted in account 101 4302 543 6300 (Infrastructure) under Capital Improvement Plan project number IS 4302 2003.

**Recommendation**

The City Manager's Office recommends approving a task order to Jacobs Engineering Group, Inc. in an amount not to exceed \$144,883.80 for design and permitting of an improved Mallory T-Pier.

**TASK ORDER TO-05-24 PORTS**  
**CITY OF KEY WEST**  
**MALLORY SQUARE PIER IMPROVEMENTS**  
**ENGINEERING AND PERMIT SERVICES**

This TASK ORDER TO-05-24 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, 2023, which are incorporated herein by this reference.

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 2 calendar weeks after execution of this authorization. The duration of TO-05-24 is estimated to be 20 calendar weeks.

C. COMPENSATION

Compensation for labor portion of TASK ORDER TO-05-24 will be on both a lump sum and cost reimbursable – per diem fee basis as stipulated in Article 5, Paragraph 5.1.1 and 5.1.2 of the AGREEMENT. Compensation for Reimbursable Expenses will be based on actual cost as stipulated in Article 5, Paragraph 5.2 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 TO-05-24, and authorize the CONSULTANT to proceed at the direction of the CITY's representative in accordance with the "SCOPE OF SERVICES."

For Jacobs Engineering Group Inc.

By: \_\_\_\_\_

Jill J. Rankin  
Manager of Projects

For CITY OF KEY WEST

By: \_\_\_\_\_

Todd Stoughton  
Interim City Manager

Dated the 28 day of August, 2024



Reviewed for Legal Sufficiency  
R R 8/9/24  
Ronald J. Ramsingh, City Attorney

**TASK ORDER TO-05-24 PORTS**  
**CITY OF KEY WEST**  
**MALLORY SQUARE PIER IMPROVEMENTS**  
**ENGINEERING AND PERMIT SERVICES**

**Background**

In November 2019, the CITY approved Task Order 2-20 PORTS for the CONSULTANT for engineering and environmental permitting services for mooring improvements to the Mallory Square Pier based on recommendations from a July 2019 report provided to the CITY under a previous Task Order. These services included preparation of bid ready construction drawings and specifications, environmental permitting with federal and state regulatory agencies, bidding, and construction administrative assistance. Work on these services was underway but then suspended by the CITY with the onset of COVID-19 and two subsequent alterations requested to the vessel inventory used in the basis of design recommendations. The latest revised recommendations were submitted in a report to the CITY in April 2024 which modifies the original improvements. Based on the updated recommendations, the CITY has requested this Task Order to update the design plans and specifications to bid ready status and to reinstate environmental permitting efforts.

**Scope of Services**

Jacobs will perform the following activities under this Task Order:

**Task 1 - Lump Sum Based Services:**

- The CONSULTANT will retain the approved subconsultant (Terramar Environmental Services, Inc.) to perform and benthic resource assessment of the submerged aquatic resources within the project boundary. The findings will be presented in report form and used to support the environmental permitting and mitigation tasks described below. The subconsultant scope and budget proposal is provided in Attachment B.
- Revise the design drawings and specifications of the proposed improvements to be consistent with the recommended improvements approved by the CITY presented in the April 2024 report. This includes partial demolition of the existing pier, extending the pier south, widening the pier and approach ramp. This excludes the installation of a new monopile mooring dolphin at the southern pier end presented in the report. This exclusion is at the CITY's request. The CITY must provide a designated laydown area for contractor equipment and materials required to perform work indicated in the plans and specifications. Draft plans and specifications will be provided to the CITY for one (1) round of review and comments. Any significant design changes following this review will impact both the project fee and schedule and shall be considered out of scope.
- CITY review comments will be incorporated into the documents along with regulatory permits from the federal and state agencies when issued. The documents will be presented to the CITY as bid ready.

**Task 2 - Cost Reimbursable – Time and Materials Services:**

- Organize pre-application meetings via Microsoft Teams with the CITY, U.S. Army Corps of Engineers (USACE), Florida Keys National Marine Sanctuary (FKNMS), Florida Department of Environmental Protection (FDEP),



and Florida Fish and Wildlife Conservation Commission (FWC). The meetings will present to the agencies the proposed revision to the pier improvements along with the findings of the benthic resource assessment. Comments will be solicited for information considered necessary (with an emphasis on coral mitigation) to be included with the permit applications. CONSULTANT will prepare meeting minutes.

- Prepare draft permit applications to the USACE (Form 4345) and FDEP (Environmental Resource Permit (ERP)) incorporating information gathered from pre-applications meetings, permit drawings based on the proposed improvements, a mitigation plan for corals and/or other significant resources, and narratives of conceptual construction methods. The draft applications will be submitted to the CITY for review.
- Incorporate CITY review comments into the appropriate applications and submit to agencies. Submittal will be done via email or agency online portal.
- Prepare one (1) response to Request for Additional Information (RAI) received from the regulatory or resource agencies. RAI requests that require additional field work or analysis of site conditions will be considered additional services.

### **Assumptions**

- Deliverables will be provided to the CITY and regulatory agencies electronically in Word, pdf and/or other format as mutually agreed by the parties.
- CONSULTANT work will be conducted remotely and will not involve travel to Key West. Subconsultant work will include in-water field work at Mallory Square Pier.
- All permit fees to be reimbursed by the CITY.
- Any professional land survey services required to depict CITY upland property or submerged lands interests in the project area are not included.
- Bidding and construction administration services are not included.
- Any regulatory requirements to mitigate corals or other submerged aquatic resources in the project area prior to construction of the pier improvements are not included.
- Notwithstanding any reference to the contrary on any Task Order issued by the City, the terms of Agreement 23-029 will govern the Scope of Work.

### **Additional Work**

Environmental resource mitigation is anticipated to be required before construction Notice to Proceed can be issued. A separate Task Order can be provided upon receipt of final regulatory approved mitigation plans.

Bidding and Construction Administration Services would be performed under a separate Task Order.

### **Estimated Project Budget and Duration**

CONSULTANT proposes a total fee of \$144,884 with \$97,140 to be invoiced on a Lump Sum basis for labor and not exceed to \$47,744 invoiced on a cost reimbursable time and materials basis.

The total project duration is estimated at 20 calendar weeks. Jacobs staff is available to begin work on this effort within two calendar weeks of the City's issuance of a Notice-to-Proceed (NTP). Regulatory agencies permit processing can extend the duration estimate beyond the reasonable control of the CONSULTANT.

# Attachment A - Level of Effort – Mallory Pier Improvements

TASK ORDER 5-24 PORTS Mallory Pier Improvements										
Title		Engineer 8	Engineer 7	Engineer 4	Engineer 3	Technician 6	Technician 5	Subtask Labor Total	Expenses	Task/Line Item Subtotal
Rate \$		288.00 \$	267.00 \$	188.00 \$	171.00 \$	179.00 \$	162.00 \$			
Task 1 - Lump Sum										
Benthic Resource Assessment					6	4		\$ 1,742.00	\$ 39,560.00	\$ 41,302.00
Plan and Specification Revisions		40	12	100			40	\$ 40,004.00	\$ 500.00	\$ 40,504.00
Engineers Estimate of Probable Cost			16					\$ 4,272.00	\$ -	\$ 4,272.00
Bid Documents QA/QC		24				8		\$ 8,344.00	\$ -	\$ 8,344.00
Labor Contingency								\$ 2,718.10		\$ 2,718.10
Labor Cost & Expense Subtotal			28	100	6	12	40	250		
								\$ 57,080.10	\$ 40,060.00	\$ 97,140.10
Task 2 - Cost Reimbursable (T&M)										
Permit Pre-Application Meetings			8					\$ 2,136.00	\$ 500.00	\$ 2,636.00
Permit Application Preparation & Submittal			60			12	40	\$ 24,648.00	\$ -	\$ 24,648.00
RAI Response			40				20	\$ 13,920.00	\$ -	\$ 13,920.00
Mitigation Plan			10				10	\$ 4,290.00	\$ -	\$ 4,290.00
Labor Contingency								\$ 2,249.70		\$ 2,249.70
Hours Subtotal		0	118	0	0	12	70	200		
Labor Cost & Expense Subtotal		\$ -	\$ 31,506.00	\$ -	\$ -	\$ 2,148.00	\$ 11,340.00	\$ 47,243.70	\$ 500.00	\$ 47,743.70
									TO Total Labor	
									\$104,323.80	
									TO Total Expenses \$	
									40,560.00	
									TO 2-20 Ports Contract Total	
									\$144,883.80	

## Schedule Estimate

Activities	Duration	Time from NTP
Perform Benthic Resource Assessment and Prepare Report	2 weeks	4-6 weeks
Revise Plan Drawings and Specifications - Draft	2-weeks	6-weeks
Revise Plan Drawings and Specifications - Final	1-week	10-weeks
Agency Pre-Application Meetings	1-week	7-weeks
Application(s) Preparation	2-weeks	8-weeks
Application Review and Submittal	1-week	9-weeks
RAI Response	1-week	12-weeks
Mitigation Plan Coordination	2-4 weeks	15-weeks

***Attachment B – Subconsultant Scope of Services***



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

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May 23, 2024

Jim Moore  
Jacobs  
550 W. Cypress Creek Road, Suite  
400 Ft. Lauderdale, FL 33309  
Cell 941.320.1126  
[jim.moore@jacobs.com](mailto:jim.moore@jacobs.com)

**Re: Mallory Pier Repairs, Resource Assessment and FKNMS Permitting Support**

Dear Mr. Moore:

Please accept this proposal for environmental services related to the Mallory Pier Repairs project. For this proposal, Jacobs is the *Client* and Terramar Environmental Services, Inc. is the *Consultant*.

**Scope of Work**

The City of Key West is proposing repairs to Mallory Pier. Prior work on this project indicates the presence of stony corals attached to the pier pilings and adjacent seafloor. Impacts to these corals will require regulatory authorization from the Florida Keys national Marine Sanctuary (FKNMS). The FKNMS requires that a Coral Relocation Plan be developed to address unavoidable impacts to coral resources. In addition, Best Management Practices (BMP) will need to be identified to avoid corals on adjacent structures that are not directly impacted by construction.

In addition, the FDEP has requested additional information on the application from other State agencies, specifically the Florida Fish and Wildlife Conservation Commission (FWC). FWC may require additional relocation criteria over what FKNMS typically requires, and possibly a separate Coral Relocation Plan, depending on the coordination between FWC and FKNMS. Our goal is to have one coral relocation plan that appeases both agencies.

The Consultant will coordinate with Jacobs, the City of Key West and the FKNMS to complete a resource assessment and negotiate a coral mitigation / relocation plan for the project. In addition, if needed, Consultant will develop BMP's that will also avoid unnecessary coral impacts to nearby corals.

The deliverable for this project will be coordination involving phone calls, meetings, site visits to the project site and potential outplanting sites as needed to develop coral relocation and avoidance options. Also included is the written Resource Assessment and Coral Relocation Plan that will form the foundation for the FKNMS and presumably the FWC authorization for the project.

**Exceptions**

This project includes the Resource Assessment and Coral Relocation Plan described above. Not included are any aspect of actual coral mitigation, relocation or rescue, any additional resource assessments, and any application or mitigation fees associated with the project.

This proposal is predicated on the assumption that the FKNMS and FWC coral relocation plans will be one in the same. If FWC imposes additional requirements outside the scope of a typical FKNMS coral relocation plan, the additional effort to satisfy FWC may be out of scope of this agreement and require additional compensation. Any other tasks requested by the Client regarding environmental permitting or mitigation are out of the scope of this agreement.

**Budget**

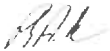
All work on the above task is offered at a fixed-cost of **\$39,560.00** inclusive of all expenses. See Page 2 – Budget Calculations for billing justification.

**Compensation**

Invoices will be submitted to Client based on tasks completed. Client will pay consultant within 15 days of receiving payment from the City of Key West.

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 Frank Vice President

## Page 2 - Budget Estimation

TASK	Senior Environmental Scientist	Environmental Scientist	Environmental Technician	Costs
Project administration: City / Jacobs coordination, concept development, agency pre-app discussions.	16	0	0	\$2,960.00
Field work: resource assessment, site assessment and evaluation.	40	80	40	\$21,800.00
Reports: Resource assessment, data collection, analysis.	40	0	0	\$7,400.00
Mitigation Plan - Develop mitigation plan, coordination for FKNMS /FWC permitting, RAI responses, agency approvals	40	0	0	\$7,400.00
<b>Total Estimated Hours</b>	<b>136</b>	<b>80</b>	<b>40</b>	
Rate (\$)	\$185.00	\$135.00	\$90.00	
Cost Estimate Fees (\$)	\$25,160.00	\$10,800.00	\$3,600.00	
<b>Subtotal Fees</b>				<b>\$39,560.00</b>



**AGREEMENT**

**between**

**CITY OF KEY WEST**

**and**

Jacobs Engineering Group Inc.

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**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

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#### **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**

Title	Year 23	Year 24	Year 25
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			



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 1-212-948-1306

Marsh Risk & Insurance Services

CIRTS\_Support@jacobs.com

633 W. Fifth Street

Los Angeles, CA 90071

INSURED

Jacobs Engineering Group Inc.

C/O Global Risk Management

555 S Flower St, Suite 670

Los Angeles, CA 90071

CONTACT

NAME:

PHONE

(A/C, No, Ex):

E-MAIL

ADDRESS:

FAX  
(A/C, No): 1-212-948-1306

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE AMER INS CO

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 67882418

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EDO G72496176	07/01/22	07/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25568230	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	SCF C68914619 (WI) WLR C6891453A (AOS) WCU C68914577 (OE)*	07/01/22 07/01/22 07/01/22	07/01/23 07/01/23 07/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 PER CLAIM/PER AGG 2,000,000
A	PROFESSIONAL LIABILITY		BON G21655065 013	07/01/22	07/01/23	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Diana Francois. CONTRACT MGR: Leanne Andersen. RE: City of Key West Engineering Services RFQ 2023.  
CONTRACT END DATE: 2023-12-29. PROJECT NUMBER: D3335202. SECTOR: Public. \*THIS IS A SAMPLE CERTIFICATE ONLY\*. THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

## CERTIFICATE HOLDER

City of Key West

POST OFFICE BOX 1409

Key West, FL 33041

USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)  
nyumdo newgalexy  
67882418

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# 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	License Expiration Date:	
Primary Status:	Current	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



THE CITY OF KEY WEST  
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3867

## General Engineering Services Agreement Addition of Subconsultant

Jacobs Engineering Group, Inc., was one of seven firms selected under Resolution 23-029 for the General Engineering Services contract by the City Commission at their February 7, 2023, meeting. In accordance with Section 7.6. **Sub Consultants** of their Contract Agreement, Jacobs Engineering Group, Inc, has requested that the firm Terramar Environmental Services, Inc., be added to the list of sub consultants that they can use on projects for the City.

Upon review of the submitted billing rates for Terramar Environmental, which the City Ports & Marine Services, Engineering and Financial Department staff find fair and reasonable, the recommendation is made to allow Terramar Environmental Services, Inc., to be added to the subconsultant list, and request that their Contract Agreement, dated March 29, 2023, be amended as such. In accordance with the Contract Agreement, this requested change requires written approval from the Contract Administrator.

Christopher I. McDowell

Digitally signed by Christopher I. McDowell  
DN: cn=Christopher I. McDowell, o=City of Key West,  
ou=Engineering department,  
email=cimcdowell@cityofkeywest-fl.gov, c=US  
Date: 2024.05.31 11:16:50 -04'00'

05/31/2024

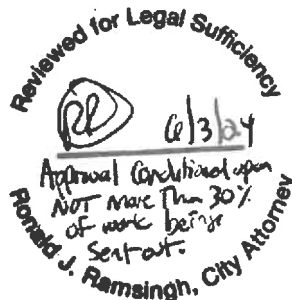
Ian McDowell, P.E., City Engineer

Date

Albert P. Childress, MPA, MBA, ICMA-CM, City Manager

June 3, 2024

Date





550 W. Cypress Creek Road,  
Suite 400

Ft. Lauderdale, FL 33309

Tel 954.351.2956

Fax 954.772.2621

May 22, 2024

Steve McAlearney  
Director, Port and Marine Services  
City of Key West  
201 William Street  
Key West, FL 33040

RE: Sub-Consultant List in General Engineering Services Agreement

Dear Steve:

Pursuant to Section 7.6 of our General Engineering Services Agreement with the City dated March 29, 2023, Jacobs Engineering Group, Inc. requests to add Terramar Environmental Services, Inc. to the approved list of sub-consultants. Terramar will perform environmental services as needed under the agreement. Attached is a copy of their company profile and hourly rates for your review and approval.

Please contact me if you have any questions or should require additional information regarding this request. Thank you very much for your time and consideration of this matter.

Sincerely,  
Jacobs

A handwritten signature in dark ink that reads "James D. Moore". The signature is written in a cursive, flowing style.

for

Diana F. Francois, P.E.  
Program Manager



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

#### BILLING RATES 2024

JOB CLASSIFICATION	BILLING RATE
Project Manager	\$225.00
Senior Environmental Scientist	\$185.00
Environmental Scientist	\$135.00
Environmental Technician	\$90.00

EXPENSES	BILLING RATE
Mileage	\$0.85 / mile
Work Boat 21	\$575.00 / day
Work Boat 16	\$375.00 / day
Dive Gear Set	\$65.00 / day / set
Trimble Survey GPS	\$100.00 / day



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

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## **Terramar Environmental Services - Company Profile**

Terramar Environmental Services inc. is a woman-owned, Pacific Islander-owned, small business that specializes in all aspects of environmental services in the Florida Keys and South Florida. The firm has two full time staff with over 60 years of combined experience in environmental issues in the Florida Keys and South Florida. Terramar Environmental Services inc. specializes in wetland delineation, wetland permitting, environmental permitting and regulatory issues, environmental restoration, wildlife surveys, and marine surveys including seagrass and corals.

Terramar Environmental Services has broad experience in conducting environmental assessments, endangered species assessments, habitat delineation and mapping, environmental restoration design and environmental construction management. Clients include the U.S. States Navy, U. S. Coast Guard, Florida Department of Transportation, Broward County Port Everglades, City of Key West, Keys Energy Services, Ley Largo Wastewater District and the Florida Keys Aqueduct Authority.

In addition to serving public agencies, Terramar Environmental Services also supports a diversity of private clients on projects ranging from commercial marinas, commercial developments as well as small-scale residential projects including residential development and dock and seawall design and permitting.

## **The Staff**

### **Phil Frank, Ph.D. Principal, Senior Env. Scientist**

Mitigation Monitoring, Biological Assessment, Wetland Jurisdictional and Impact Analysis, Threatened Endangered Species:

Dr. Frank has over 30 years of experience in environmental conservation with agencies at both the State and Federal Level. He held positions with both the United State Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission in the Florida Keys. Dr. Frank has implemented numerous threatened and endangered species conservation and recovery projects in the Florida Keys. He has a unique and respected ability to conduct coral assessment and relocation projects and has established an excellent relationship with the Florida Keys National Marine Sanctuary. He has overseen the design and construction of numerous mitigation projects for public and private clients. He has extensive experience conducting listed species surveys including projects involving the Key Largo wood rat, Key Largo cotton mouse, Key deer, Lower Keys marsh rabbit silver rice rat and several species of protected stony corals.

### **Rowena Garcia, Principal, M.S., Senior Env. Scientist**

Mitigation Monitoring, Biological Assessment, Wetland Jurisdictional Determinations and Impact Analysis, Threatened Endangered Species:

Ms. Garcia has over 25 years of experience in the Florida Keys, working for the Florida Department of Environmental Protection, Florida Department of Community Affairs, Florida Fish and Wildlife Conservation Commission and the Nature Conservancy. Her areas of expertise include environmental and endangered species impact assessment to marine, wetland and terrestrial habitats in the Florida Keys. Ms. Garcia has conducted numerous marine and terrestrial assessments, monitoring or restoration projects, design and implementation of habitat enhancements, countless wetland delineations. She is a recognized expert in wetland delineation and regulatory processes and is well-respected for her honest and pragmatic approach to environmental problem solving.



## Philip A. Frank

*Senior Environmental Scientist*

---

### Areas of Participation / Responsibility

Threatened and Endangered Species Surveys and Impact Assessment, Endangered Species Biological Assessments (ESBA), USFWS/NMFS Biological Opinions, Section 7 Consultations, Wetland Impact Assessment and UMAM Analysis, Marine/Benthic Resource Assessments, Coral Relocation Plans, Terrestrial, Wetland and Marine Restoration Planning, Mitigation Plans, Mitigation Monitoring and Assessment, Invasive Exotic Species Control, Resource management Plans, Governmental Affairs and Agency Coordination.

### Years of Experience

25 + Years of Experience

With Terramar Environmental Services: Since 2005

### Office Location

1241 Crane Boulevard, Sugarloaf Key, FL 33042

### Education

Ph.D. 2004, University of Florida, Wildlife Ecology and Conservation

M.S. 1989, University of South Florida, Zoology

B.S. 1984, Indiana University, Biology

### Percent Availability

50% Keys-wide

### Overview

Dr. Frank has over 25 years of experience in environmental conservation with agencies at both the State and Federal Level. He spent over 13 years with the USFWS and FWC in the Florida Keys. Dr. Frank was a Project Manager with the FWS and FWC for numerous threatened and endangered species conservation and recovery projects in the Florida Keys. He has conducted endangered species coordination, plan design, mitigation and monitoring project work for Florida Keys Overseas Heritage Trail (FKOHT). He has a unique and respected ability to assess and relocate corals off of bridges (i.e. Bahia Honda Bridge, Long Key Bridge) and has established an excellent relationship with the Florida Keys National Marine Sanctuary. He has overseen the design and construction of numerous mitigation and monitoring projects in the Keys for Florida Department of Transportation (FDOT). Dr. Frank has extensive experience in the oversight and inspection of construction projects and has the proven ability to work with engineers and contractors to address and resolve environmental issues.

### Professional Experience

Vice-president, Terramar Environmental Services. 2010 – Current. Serves as Vice President for Terramar Environmental Services, inc., a private consulting firm specializing in wildlife and endangered species conflict resolution, terrestrial and marine habitat restoration, public/private conservation policy and land use planning.

Senior Environmental Manager, Consulting, Engineering and Science. 2005-2010. Serve as Senior Environmental Manager for Consulting, Engineering and Science, Inc. (CES). Responsible for project management for CES's Florida Keys environmental consulting operations throughout the Keys. Conduct environmental assessments, endangered species biological assessments, design and implement habitat mitigation and restoration projects, and coordinate projects with appropriate regulatory agencies and various NEPA projects and permitting projects.

Project Leader, U.S. Fish and Wildlife Service, 2002-2005. Served as Project Leader for the Florida Keys National Wildlife Refuges. Responsible for the administration of four National Wildlife Refuges in the Florida Keys that encompass a total of 400,000 acres of lands and waters. Supervised a staff of 18 managerial, technical, law enforcement, maintenance, and administrative personnel with an annual budget of approximately \$1.3 million dollars. Provided leadership for the Florida Keys National Wildlife Refuges on a wide variety of issues including wildlife management, endangered species recovery, habitat management including prescribed fire, and land acquisition.

Fish and Wildlife Biologist, U.S. Fish and Wildlife Service, 2000-2002. Responsible for the administration of the Endangered Species Act in the Florida Keys. Responsible for coordinating recovery actions for threatened and endangered species. Responsible for biological review of development projects that impact threatened and endangered species in the Florida Keys including the coordination of the Habitat Conservation Plan for Big Pine and No Name Keys.

Wildlife Biologist, U.S. Fish and Wildlife Service, National Key Deer Refuge, 1999-2000. Responsible for all aspects of terrestrial wildlife conservation on the National Key Deer Refuge with an emphasis on threatened and endangered species including the endangered Key deer, Lower Keys marsh rabbit, silver rice rat and Key Largo woodrat. Routinely conducted population surveys, habitat assessments, and habitat restoration actions. Collected and analyzed data, wrote summaries and reports, and communicated results to the scientific, regulatory and general public.

Wildlife Ecologist, Florida Fish and Wildlife Conservation Commission, 1992 to 1998. Responsible for all aspects of wildlife conservation efforts, listed species permitting, and development review for the FWC in the Florida Keys. Responsibilities include review and comment of development proposals to local, State and Federal regulatory on the effects of development on wildlife habitat and populations. Provided technical assistance to a wide range of organizations regarding wildlife ecology and conservation in the Florida Keys.





**Rowena P. Garcia**

*Senior Environmental Scientist*

### **Areas of Participation / Responsibility**

Wetland Delineation and Permitting, Threatened and Endangered Species Surveys and Impact Assessment, Endangered Species Biological Assessments (ESBA), USFWS/NMFS Biological Opinions, Section 7 Consultations, Wetland Impact Assessment and UMAM Analysis, Marine/Benthic Resource Assessments, Coral Relocation Plans, Terrestrial, Wetland and Marine Restoration Planning, Mitigation Plans, Governmental Affairs and Agency Coordination.

### **Years of Experience**

20 + Years of Experience

With Terramar Environmental Services: Since 2000

### **Office Location**

1241 Crane Boulevard, Sugarloaf Key, FL 33042

### **Education**

M.S. Marine Biology, 1996, Nova Southeastern University

B.S. Marine Biology, 1988, University of San Carlos, Philippines

### **Percent Availability**

50% Keys-wide

### **Overview**

Ms. Garcia has over 15 years of experience in environmental regulation and conservation including working for the Florida Department of Environmental Protection (FDEP), Florida Department of Community Affairs (DCA), and Florida Fish and Wildlife Conservation Commission (FWC). Ms. Garcia has extensive experience in all aspects of environmental regulation and permitting throughout the Florida Keys, and is skilled in the identification of wetlands and steps needed to obtain permits to develop in wetlands. Ms. Garcia has extensive experience in transportation projects, and has conducted numerous construction compliance inspections for the Florida Department of transportation, District 6.

### **Professional Experience**

President and Principal Scientist, Terramar Environmental Services, Sugarloaf Key, Florida. 2004 to Present.

Owns and operates an environmental consulting company that provides a wide variety of environmental consulting services

including marine and benthic surveys, upland vegetation surveys, habitat evaluations, permitting services, and land use consultations. Terramar Environmental Services is a Minority-owned Florida corporation, and is licensed and insured in Monroe County.

Senior Environmental Scientist, Consulting Engineering & Science, Inc. Miami Florida. 2001 - 2004.

Responsible for environmental compliance of several Florida Department of Transportation projects in the Florida Keys. Specific duties include mitigation design, restoration and permit compliance of FDOT projects, including Key Deer Underpass Project on Big Pine Key. Provide wetland jurisdictional determinations, upland habitat analysis, and marine surveys for a variety of agency and private clients.

Wildlife Biologist, Fish and Wildlife Conservation Commission, Office of Environmental Services, Florida Keys Field Office. 1999-2001.

Reviewed development proposals in the Florida Keys for impacts to State listed threatened and endangered species. Coordinated agency review among many agencies in the Florida Keys including Florida Department of Environmental Protection, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Florida Department of Community Affairs, Florida Department of Transportation, and Monroe County.

Development Review Biologist, Department of Community Affairs, Florida Keys Area of Critical State Concern Field Office. 1998-1999.

Responsible for evaluating development proposals in all habitat types in the Florida Keys including Florida Department of Environmental Protection and South Florida Water Management District Environmental Resource Permits for consistency with State and local comprehensive plans.

Environmental Specialist, Department of Environmental Protection, Marathon Field Office. 1992-1998.

Conducted development review of projects in marine, wetland, and terrestrial habitats in the Florida Keys. Evaluated mitigation proposals, restoration projects, and project impacts on State and federally listed species. Prepared Environmental Resource Permit Biological Assessments, made recommendations on project design, and issued permits. Developed skills in complex environmental negotiations with private landowners on projects ranging from individual dock projects to large-scale public utility projects. Negotiated aspects of impact avoidance and minimization, project design, compensatory mitigation plans, and remediation for violations of State wetland protection laws.

## 5. Improvement Alternatives

As mentioned in the introduction, the goal of this study is to look at improvements that can be made that allow for the most flexibility, safety, and land lease compliance with respect to the location of the ships utilizing the berth. To this end, there are several proposed improvements to the T-pier that have been developed. These improvements include widening and extending the deck of the T-pier, as well as raising the deck in certain areas. Furthermore, the approach trestle to the T-pier should be replaced. In addition to these improvements, operational improvements may include catwalks upgrades to the remote mooring dolphins.

The improvements begin with selective demolition. As the T-pier and approach trestle are nearing the end of their useful lives, it is recommended that the original structures be demolished as opposed to retrofitted. The proposed demolition is shown in Figure 4. The existing approach trestle and the T-Pier with the exception of the integral dolphin section on the northern end of the structure will be demolished. It is possible that the existing T-pier could be widened and extended; however, the existing pier and concrete pile supported dolphin are likely to have structural issues due to age and usage by vessels larger than the original design vessels. Integrating a long-life structure with it would not be cost-efficient and may exacerbate any hidden structural damage; therefore, we do not recommend that approach. Demolition of these concrete pile support sections is therefore recommended as shown in Figure 4. All of the existing dolphins will remain except for the southern inner dolphin.

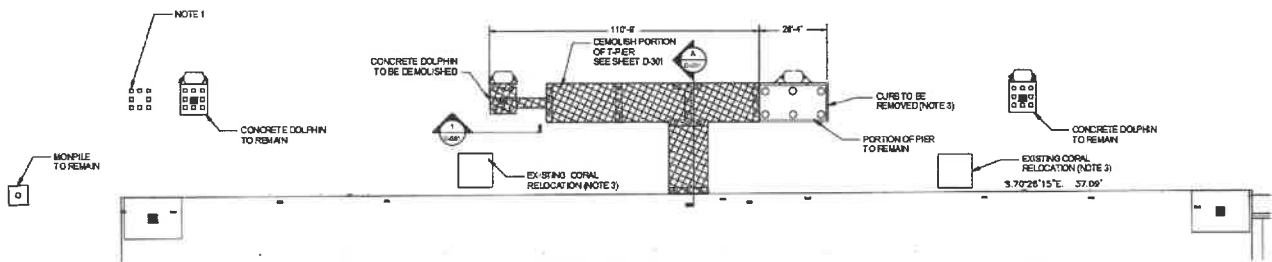


Figure 4: Proposed Demolition

The proposed improvements are shown in Figure 5. The improvements include a new T-Pier and approach trestle as well as a new mooring dolphin. The new T-Pier surrounds the one remaining existing dolphin area providing a wider and longer berth and includes a wider approach trestle.

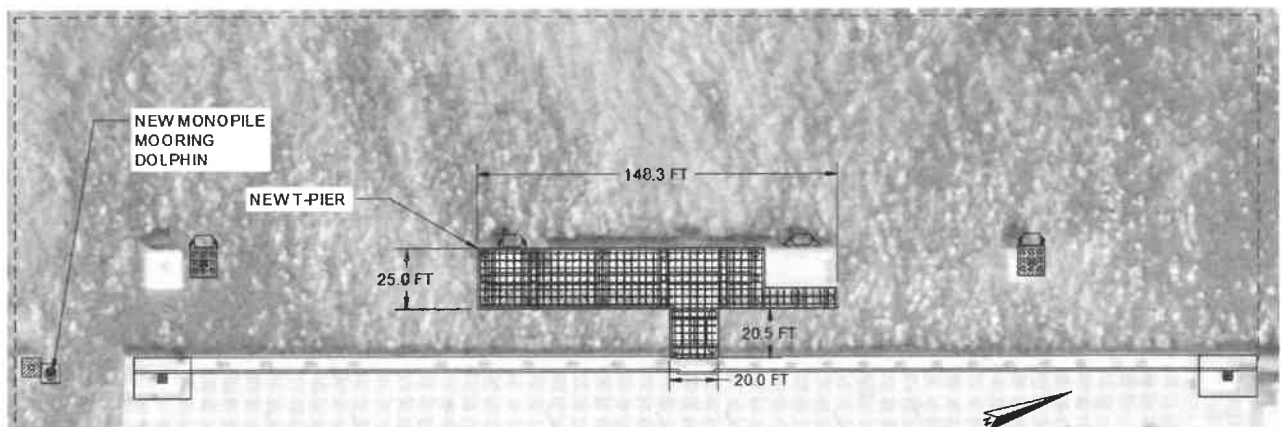


Figure 5: Proposed improvements

## 5.1 Dock Widening and Extension

The operational limitations discovered during the data collection exercise showed that lengthening the pier would allow for safer and more optimal access to a majority of the vessels. Lengthening the pier to the south will be the most effective in allowing for better positioning of the ships along the pier and to match with the location of most passenger doors. The new length of the pier will be 148'-3". The lengthening will be in the southern direction.

The pier is proposed to be widened from 16 feet to 25 feet. The additional width will improve accessibility and safety so that the conditions as shown in Figure 3 no longer occur.

The pier would require a new 100-ton bollard as well as four 30-ton cleats (two at each end) to accommodate the smaller vessels. In addition, the southern end of the pier would be outfitted with a new foam filled fender.

With the removal of the inner southern dolphin, the height of the new T-Pier would remain at 6.5 feet as shown in Figure 6.

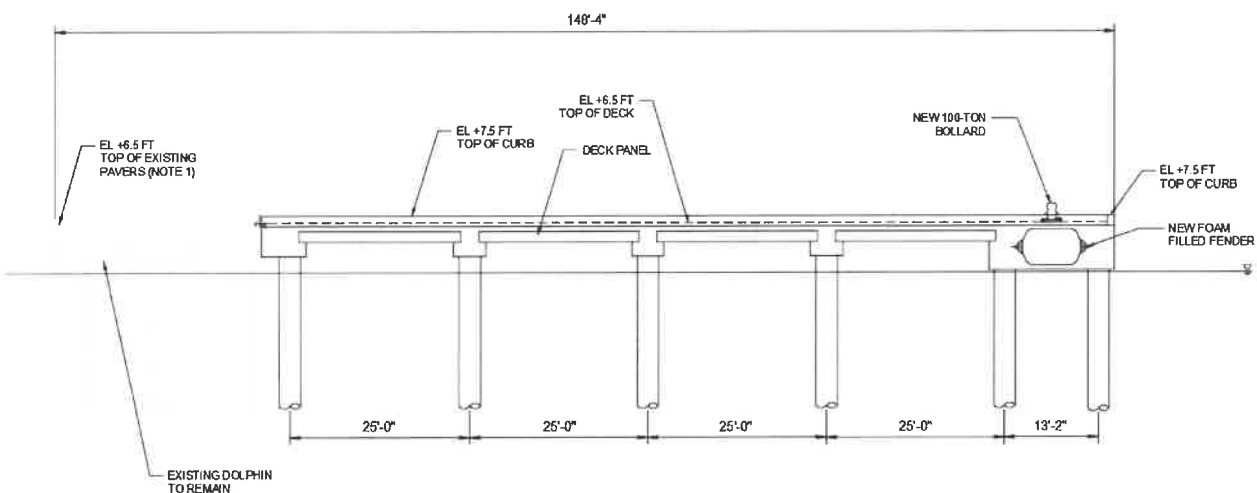


Figure 6: Elevation View of Proposed T-Pier

## 5.2 Additional Monopile Dolphin

To increase the safety and flexibility of the vessel moorings at the Mallory Square Berth, an additional monopile dolphin should be constructed at the southern end of Mallory to allow for additional mooring points for more efficient line angles for the breast lines. The monopile dolphin would be fitted with a 150 metric ton bollard. This monopile would be required only by the larger vessels. This monopile is recommended as newer vessels tend to use higher strength mooring lines to reduce the number of lines required to safely moor.

## 5.3 Approach Trestle Replacement

The original study recommended widening the approach trestle from 16 feet to 20 feet to improve operations due to a proposed tender drop-off along the trestle. As that option has been removed from consideration, the current width of the trestle is sufficient; however, a 20-foot-wide trestle would provide a safer and more dynamic area which could accommodate utility vehicles.

As with the original T-pier, the structure is 39 years old and nearing the end of its useful life. It also had repair work completed in 2018 to repair spalls and large areas of delamination. It is recommended to replace the existing trestle. Although not presented in this report, a potable waterline extension on to the pier can be included with the proposed improvements as an additive alternate during bidding and construction.