TASK ORDER TO-05-25 PORTS

CITY OF KEY WEST

MALLORY WHARF REPAIR DESIGN AND PERMITTING SERVICES

This TASK ORDER TO-05-25 PORTS 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 these additional services will be upon Notice to Proceed from the CITY. The duration of TO-05-25 PORTS is estimated to be 24 calendar weeks. This estimate, however, is subordinate to federal and state regulatory permit processing calendar days beyond the responsible care of the CONSULTANT.

C. COMPENSATION

Compensation for Tasks 1 and 2 of TASK ORDER TO-05-25 PORTS will be on a lump sum basis. Compensation for Tasks 3 will be on 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-05-25 PORTS 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: ASuárez Abastida

Andrea SuarezAbastida
Manager of Projects

For CITY OF KEY WEST

By: _____

Brian l. Barroso
City Manager

Dated the _____ day of _____, 2025

ATTEST: _____

Reviewed for Legal Sufficiency:

Kendal Harden

TASK ORDER TO-05-25 PORTS

ATTACHMENT A

CITY OF KEY WEST

MALLORY WHARF REPAIR DESIGN AND PERMITTING SERVICES

Background

In 2008, CH2M HILL (a subsidiary of Jacobs Engineering Group Inc.) pursuant to a separate agreement with the CITY was contracted to prepare plans and specifications to renovate structural elements of Mallory Wharf with the addition of a third row of load bearing piles, and replacement of the pile caps, deck panels, and topping slab. The renovations were performed by a contractor selected by the CITY in 2009. The CITY recently completed a structural condition assessment of the wharf with visual observations and non-destructive testing. The assessment has observed sufficient deterioration of structural elements as to warrant preparation of new plans and specifications to restore structural capacity to the wharf.

The CITY has requested the CONSULTANT prepare design plans and specifications for a ready to bid construction package and process permit applications with the Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE) for regulatory authorization to conduct the anticipated repair work. The repair plans and specifications will be integrated into existing plans, specifications and permits for the Mallory Pier improvements prepared under a sperate Task Order.

Scope of Services

Task 1 - Preliminary Design, Planning and Investigation Phase

- CONSULTANT will review existing available information for completeness and identify potential data gaps requiring resolution for design purposes. The Wharf Assessment Report conducted by WGI dated June 17, 2025, provided by the CITY will be the primary information source in the repair design. CONSULTANT will coordinate with the CITY to confirm design criteria prior to the commencement of the design. Design criteria for the repair work may include such items as:
    - Vehicle operations and load capacities planned for the wharf area
    - Lighting criteria on wharf
    - Surface treatment options: replace pavers, or some new option
    - ADA and pedestrian access and safety issues
    - Phasing plans
    - Maintenance of public use operations
    - Contractor access and laydown area(s)
    - Utility requirements
    - Other criteria as may be necessary

- CONSULTANT will prepare a preliminary design for wharf repairs integrated with the design criteria and pier improvement plans for review and comment by the CLIENT.

Task 2 – Design Phase

- CONSULTANT will prepare a Basis of Design document to provide the criteria used for design purposes.
- CONSULTANT will prepare design drawings for the wharf repairs to be integrated with the pier improvement drawings and shall generally consist of:
    - Cover Sheet
    - Design criteria
    - General notes
    - General plan
    - Wharf deck repair plan and details
    - Wharf pile and pile cap repair plan and details
    - Bulkhead repair plan and details
    - Electrical drawings if needed
    - Potable and wastewater notes and details
- CONSULTANT will prepare technical specifications for the project elements presented in the drawings.
- Design plan deliverables will be presented to the CITY for review and comment at the 40% and 90% completion stage prior to final completion of bid ready plans and specifications. After the review following the 90% submittal, the design shall be considered complete from further changes. Any requests for changes following this milestone shall be considered additional work.
- CONSULTANT will prepare a revised engineer's estimate of probable construction costs and estimated period of work schedule at 40% and 100% completion phases (see assumptions).
- CONSULTANT will provide assistance to the CITY during bidding, including:
    - Attendance of pre-bid conference
    - Prepare up to 30 responses to contractor questions as addenda to technical questions from contractors
    - Assist with review of bids
- CONSULTANT will assemble a conformed set of plans and specifications as the contract documents for use by the CITY and selected contractor for the work presented in the bid package.
- CONSULTANT will retain a qualified sub-consultant to perform a benthic assessment of the wharf area. Resources detected in potential impact locations will be identified for mitigation measures.

Task 3 – Permitting Services

- CONSULTANT will 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 preliminary repair recommendations to assess permit level of effort (i.e. Individual, General, Nationwide). Comments will be solicited for information considered necessary to be included with the permit applications. CONSULTANT will prepare meeting minutes.

- CONSULTANT will prepare draft permit applications to the USACE and FDEP incorporating information gathered from pre-applications meetings. Permit drawings will be prepared based on the proposed repairs including a general narrative of conceptual construction repair methods. The draft applications will be submitted to the CITY for review.
- CONSULTANT will incorporate CITY review comments into the appropriate applications and submit them to agencies. Submittals will be done via email or agency online portal.
- CONSULTANT will 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

- Any scope items not specifically listed are excluded.
- Deliverables will be provided to the CITY and regulatory agencies electronically in Word, Excel, CAD, Adobe and/or other formats as mutually agreed by the parties.
- All regulatory fees are to be paid by the CITY. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the CITY or other third parties without independent verification. Additional effort by CONSULTANT due to invalid data or information provided by the CITY or other third-parties, may entitle CONSULTANT to additional Compensation.
- Utility connection permits are not included.
- Construction Phase services are not included.
- Up to three (3) site visits during design, permitting and bidding to meet with CITY.
- Any professional land survey services required to depict CITY upland property or submerged lands interests in the project area are not included.
- No mooring analysis of bollards on the wharf is included.
- The CITY will prepare the front-end portion of the bid documents. CONSULTANT will prepare the Bid Form which provides a general separate cost itemization of wharf repair and pier improvement project elements.
- 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.

Opinions of Probable Costs and Schedules

In providing opinions of probable construction cost and work schedules for the project, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the actual project costs or schedules incurred by the CITY will not vary from CONSULTANTS opinions, analyses, projections, or estimates.

Estimated Project Budget and Duration

CONSULTANT proposes a total fee not to exceed $536,852.00. Tasks 1 and 2 will be invoiced on a lump sum basis and Task 3 will be invoiced on a cost reimbursable (time and materials) basis.

The total project duration is estimated at 24 calendar weeks. CONSULTANT'S staff is available to begin work on this effort immediately upon 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 Wharf Repairs and Permitting

Schedule Estimate

Activities	Duration	Time from NTP
Task 1 – Preliminary Design and Planning	2 weeks	2 weeks
Task 2- Design Phase – 40%	4 weeks	6 weeks
Task 2 – Design Phase – 90%	7 weeks	15 weeks
Task 2- Design Phase – 100%	2 weeks	17 weeks
Task 3- Permitting Phase - Agency Pre-Application Meetings	1 week	3 weeks
Task 3 – Permitting Phase - Benthic Assessment	4 weeks	6 weeks
Task 3 Permitting Phase – Application Preparation	2 weeks	8 weeks
Task 3 Permitting Phase – RAI Responses	4 weeks	16 weeks
Task 4 – Construction Phase – Bid Support	4 weeks	24 weeks

TASK ORDER 5-25 PORTS Mallory Wharf Repairs and Permitting Services									
Title	Engineer 8	Engineer 7	Engineer 4	Engineer 3	Technician 5	Technician 3	Subtask Labor Total	Expenses	Task/Line Item Subtotal
Rate	$ 297.00	$ 275.00	$ 194.00	$ 176.00	$ 167.00	$ 112.00			
Task 1 - Preliminary Design Phase (Lump Sum)									
Review availble wharf information.	4	10	4			6	$ 5,386.00	$ -	$ 5,386.00
Review Preliminary Design Criteria with CITY	2	4	4				$ 2,470.00	$ 2,500.00	$ 4,970.00
Task 2 - Design Phase (Lump Sum)									
40% Design Package w/ Prelim. Cost Estimate	18	126	420		240		$ 161,556.00	$ -	$ 161,556.00
90 % Design Package	28	170	420		240	40	$ 181,106.00	$ -	$ 181,106.00
100 % Design Package w/ Final Cost Estimate	10	60	70		60		$ 43,070.00	$ -	$ 43,070.00
Bid Services		40	40		20	20	$ 24,340.00	$ 2,500.00	$ 26,840.00
Benthic Assessment								$ 42,840.00	$ 42,840.00
Task 3 - Permitting Phase - Cost Reimbursable (T&M)									
Conduct pre-application meetings.		12					$ 3,300.00	$ -	$ 3,300.00
Benthic Assessment Coordination		4				10	$ 2,220.00		$ 2,220.00
Assemble applications and prepare permit drawings.		48				40	$ 17,680.00	$ -	$ 17,680.00
Review applications with CITY and submit.		8				10	$ 3,320.00	$ 750.00	$ 4,070.00
Prepare (1) response to RAI's.	2	40				20	$ 13,834.00	$ -	$ 13,834.00
QA/QC & Project Management	10	80			30		$ 29,980.00	$ -	$ 29,980.00
Labor Hours Subtotal	74	602	958	0	590	146	2370		
Labor Cost & Expense Subtotal	$ 21,978.00	$ 165,550.00	$ 185,852.00	$ -	$ 98,530.00	$ 16,352.00	$ 488,262.00	$ 48,590.00	$ 536,852.00
								TO Total Labor	**$488,262.00**
								TO Total Expenses $	**48,590.00**
								TO 2-20 Ports Contract Total	**$536,852.00**

Attachment B – Subconsultant Scope of Services

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

August 15, 2025

Jim Moore
Jacobs
550 W. Cypress Creek Road, Suite
400 Ft. Lauderdale, FL 33309
Cell 941.320.1126
jim.moore@jacobs.com

Re: Mallory Square Repairs, Resource Assessment and FKNMS Permitting Support

Dear Mr. Moore:

Please accept this proposal for environmental services related to the Mallory Square 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 emergency repairs to Mallory Square. Prior work at this location indicates the presence of stony coals attached to the support piles and the 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 (a former coral relocation site) that may be indirectly impacted by construction. Any coral impacts associated with Mallory Square will be incorporated into the existing FKNMS permit already issued for Mallory Pier repairs (FKNMS-2025-182_Frank).

The Consultant will complete a resource assessment and negotiate a coral mitigation / relocation plan for the project. Consultant will assist Client with development of project specific BMP's to avoid unnecessary coral impacts to the nearby corals.

The deliverable for this project will be a written Resource Assessment, Coral Relocation Plan and agency permitting assistance.

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 **$42,840.00** 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

TASK	Senior Environmental Scientist	Environmental Scientist
Project administration: City / Jacobs coordination, concept development, agency pre-app discussions.	24	0
Data: Resource assessment	40	80
Reports: Resource assessment and coral relocation plan	40	40
Mitigation Plan - coral relocation, rescue and mitigation plan, coordination for FKNMS /FWC permitting, agency RAI responses, agency approvals.	40	0
Total Estimated Hours	**144**	**120**
Rate ($)	**$185.00**	**$135.00**
Cost Estimate Fees ($)	$26,640.00	$16,200.00
Subtotal Fees	**$42,840.00**	