RESOLUTION NO. 14-359

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING STAFF RANKING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACTS ON A TASK ORDER BASIS TO TWO FIRMS IN RESPONSE TO REQUEST FOR QUALIFICATIONS NO. 14-004 FOR ENVIRONMENTAL ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a Request for Qualifications for engineering firms capable of providing environmental engineering services; and

WHEREAS, eighteen firms responded, and at a public meeting on October 24, 2014, a committee comprised of City staff members reviewed the responses, and determined two firms to be particularly qualified, and recommended that the City engage each one on a Task Order basis;

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

Section 1: That the responses for environmental engineering services are hereby ranked by staff, and approved by the City Commission as follows:

(1) Atkins North America, Inc. (Atkins)

(2) Tetra Tech, Inc. (Tetra Tech)

Section 2: That the City Manager is hereby authorized to negotiate and execute contracts with each of the companies in order of ranking, upon advice and consent of the City Attorney, for a term not to exceed three (3) years, with an option for one two-year extension.

Section 3: Specific task orders issued pursuant to the contracts shall comply with the City's procurement guidelines.

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 2nd day of December, 2014.

Authenticated by the presiding officer and Clerk of the Commission on December 3, 2014.

Filed with the Clerk December 3, 2014.

Mayor Craig Cates	Yes
Vice Mayor Mark Rossi	Yes
Commissioner Teri Johnston	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	Yes

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

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

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: Janet Muccino, Project Manager

DATE: November 1, 2014

RE: Approve ranking of submittals to Request for Qualifications (RFQ) # 14-004 for Environmental Engineering Services and authorizing City Manager to negotiate and, pursuant to legal review, enter into contracts with the top two (2) ranked firms.

ACTION STATEMENT:
Approving staff ranking of firms submitting responses to RFQ 14-004: Environmental Engineering Services and authorizing City Manager to negotiate and, pursuant to legal review, enter into contracts with top two (2) firms.

BACKGROUND:
In response to future anticipated needs for environmental services-related consulting and engineering, the City issued RFQ 14-004: Environmental Engineering Services, on May 31, 2014. The selected firm(s) is expected to provide comprehensive Environmental Engineering Services including, but not limited to:

1. Contaminated site investigation and remediation services,
2. Industrial hygiene services;
3. Storage tank related services including permitting and Spill Prevention, Control, and Countermeasure (SPCC) plans;
4. Regulatory compliance services
5. Real estate and site development support services including completion of Phase I and Phase II Environmental Site Assessments (ESAs);
6. Coastal Engineering including docks, marinas, seawalls, bridges, erosion control, beach design and beach re-nourishment

The selected firm(s) will also provide the City with timely response to unanticipated and emergency environmental-related incidents.

On July 9, 2014, the City received 18 responses (attached) to the RFQ from the following firms:

Air Quest	GMS
AMEC	Handex
AMRC	Langan
Atkins	PM
Bureau Veritas	SWC
CSA	Speeco
David Douglass	Terracon
E Sciences	Tetra Tech
GLE	Weston Sampson

October 24, 2014, a selection committee of Engineering & Planning staff, Janet Muccino, Project Manager, Devon Steckly, Senior Project Manager & Karen DeMaria, Urban Forestry Manager, met at a publicly advertised meeting to present RFQ rankings (attached) of the18 firms. Using the Selection Criteria Matrix from the RFQ, the selection committee developed the following short list of the two (2) highest ranked firms:

(1) Atkins North America, Inc. (Atkins)
(2) Tetra Tech, Inc. (Tetra Tech)

The two recommended Environmental Engineering Services firms will provide the City with the necessary environmental services to address anticipated needs with future projects. Both firms were determined to be well-qualified with substantial in-house capabilities to address requirements of this contract. Both firms have south Florida offices for timely response and have direct Key West experience including Rest Beach monitoring, renourishment and seagrass mitigation and Josephine Parker Lane soil contamination (Atkins); and, Truman Waterfront, NAS Key West and Hawk Missile Site investigations, clean-up and risk assessments (Tetra Tech).

The term of contracts shall be for a period of three (3) years with the option of one two (2) year renewal.

OPTIONS

1. Accept the rankings of Staff and authorize City Manager to negotiate and, pursuant to legal review, enter into a contract with both of the two (2) short-listed firms (Atkins and Tetra Tech);

2. Modify Staff ranking and authorize City Manager to negotiate and, pursuant to legal review, enter into a contract with some or all of the firms of the modified ranking;

3. Reject all firms and do not authorize issuance of an Environmental Engineering Services contract at this time.

FINANCIAL IMPACTS

There are no financial obligations with ranking and entering into contracts with each of the short-listed firms. These will be task order based contracts with which a dollar amount will have to be approved along with the task order per City Ordinance.

RECOMMENDATION

Engineering and Planning staff recommends the City Commission accept staff rankings and authorize City Manager to negotiate and, pursuant to legal review, enter into contracts with Atkins North America, Inc. and Tetra Tech, Inc. for Environmental Engineering Services.

INTEROFFICE MEMORANDUM

To: Janet Muccino, Engineering Project Manager

CC: Sue Snider, Purchasing

From: Cheri Smith, City Clerk

Date: July 09, 2014

Subject: **ENVIRONMENTAL ENGINEERING SERVICES; RFQ 14-004**

The following bids were opened July 9, 2014 at 3:30 p.m. in response to the above referenced project.

1. AirQuest Environmental, Inc.
   6851 Southwest 45th Street
   Fort Lauderdale, FL 33314

2. AMEC Environment & Infrastructure, Inc.
   5845 NW 158th Street
   Miami Lakes, FL 33014

3. American Management Resource Corp. (AMRC)
   5230 Clayton Court
   Fort Myers, FL 33907

4. Atkins North America, Inc.
   2001 Northwest 107th Avenue
   Miami, FL 33172

5. Bureau Veritas North America, Inc.
   8175 N.W. 12th Street
   Suite 110
   Miami, FL 33126

6. CSA Central, Inc.
   6100 Blue Lagoon Drive
   Suite 300
   Miami, FL 33126

7. David Douglas Associates, Inc.
   11400 Overseas Highway
   Suite 211
   Marathon, FL 33050.

8. E Sciences, Incorporated
   224 SE 9th Street
   Fort Lauderdale, FL 33316

9. GLE
   1000 Northwest 65th Street
   Suite 100
   Fort Lauderdale, FL 32605

10. G.M. Selby, Inc.
    7408 SW 131 Street
    Miami, FL 33155

11. Handex Consulting & Remediation-SE, LLC
    6555 Powerline Road
    Suite 309
    Fort Lauderdale, FL 33309

12. Langan Engineering & Environmental Svcs.
    Parkside Corporation Center
    15150 NW 79th Court
    Suite 200
    Miami Lakes, FL 33016

13. Sandra Walters Consultants, Inc.
    6410 Fifth Street
    Suite 3
    Key West, FL 33040

14. Specco Environmental, Inc
1073 Willa Springs Drive
Suite 2045
Winter Springs, FL 32708

15. Terracon Consultants, Inc.
5371 N.W. 33d Avenue
Suite 201
Fort Lauderdale, FL 33309

16. Terra Tech, Inc.
759 South Federal Highway
Suite 314
Stuart, FL 34994

17. Weston & Sampson Engineers, Inc.
4210 Metro Parkway
Suite 250
Fort Myers, FL 33916

CS/amb
RFQ 14-004 Environmental Engineering Services

City of Key West

RFQ #14-004 REQUEST FOR ENVIRONMENTAL SERVICES QUALIFICATIONS

Ranking Committee Date: Friday, October 24, 2014

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			AirQuest	
AirQuest		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	35	30	30		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	20	18	20		
Past Work Experience	20	15	8	12		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	5	6	7	Grand	% of Total Possible
Other Certificates	5	5	3	3	Total	Points
Total Points	100	80	65	72	217	72%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			David Douglas	
David Douglas		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	10	20	25		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	5	10	13		
Past Work Experience	20	5	5	12		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	5	7	6	Grand	% of Total Possible
Other Certificates	5	5	3	2	Total	Points
Total Points	100	30	45	58	133	44%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			Langan	
Langan		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	35	25	30		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	20	18	23		
Past Work Experience	20	15	8	17		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	10	6	6	Grand	% of Total Possible
Other Certificates	5	5	3	3	Total	Points
Total Points	100	85	60	79	224	75%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			AMEC	
AMEC		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	20	38	35		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	17	18	20		
Past Work Experience	20	10	20	17		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	5	8	7	Grand	% of Total Possible
Other Certificates	5	2	4	3	Total	Points
Total Points	100	54	88	82	224	75%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			E Sciences	
E Sciences		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	40	35	30		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	25	22	13		
Past Work Experience	20	20	18	12		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	8	8	7	Grand	% of Total Possible
Other Certificates	5	5	3	3	Total	Points
Total Points	100	98	86	65	249	83%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			SWC	
SWC		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	30	28	30		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	25	20	13		
Past Work Experience	20	20	15	12		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	10	8	7	Grand	% of Total Possible
Other Certificates	5	5	3	2	Total	Points
Total Points	100	90	74	64	228	76%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			AMRC	
AMRC		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	36	25	21		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	20	15	15		
Past Work Experience	20	15	5	12		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	5	6	5	Grand	% of Total Possible
Other Certificates	5	5	3	3	Total	Points
Total Points	100	81	54	56	191	64%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			GLE	
GLE		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	20	30	35		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	15	15	22		
Past Work Experience	20	20	10	17		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	10	6	7	Grand	% of Total Possible
Other Certificates	5	5	3	3	Total	Points
Total Points	100	70	64	84	218	73%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			SPECCO	
SPECCO		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	35	25	20		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	20	18	13		
Past Work Experience	20	20	5	10		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	5	5	5	Grand	% of Total Possible
Other Certificates	5	5	3	3	Total	Points
Total Points	100	85	56	51	192	64%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			Atkins	
Atkins		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	40	38	37		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	25	20	24		
Past Work Experience	20	20	20	18		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	10	6	9	Grand	% of Total Possible
Other Certificates	5	5	4	4	Total	Points
Total Points	100	100	88	92	280	93%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			GM Selby	
GM Selby		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	38	35	35		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	25	20	23		
Past Work Experience	20	20	15	18		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	5	5	8	Grand	% of Total Possible
Other Certificates	5	5	3	3	Total	Points
Total Points	100	93	78	87	258	86%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			Terracon	
Terracon		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	35	20	30		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	25	15	20		
Past Work Experience	20	20	8	18		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	10	5	8	Grand	% of Total Possible
Other Certificates	5	5	3	3	Total	Points
Total Points	100	95	51	79	225	75%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			BV	
Bureau Veritas		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	37	25	20		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	23	15	11		
Past Work Experience	20	15	10	10		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	8	6	5	Grand	% of Total Possible
Other Certificates	5	5	3	2	Total	Points
Total Points	100	88	59	48	195	65%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			Handex	
Handex		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	35	24	35		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	20	15	23		
Past Work Experience	20	15	5	18		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	10	6	8	Grand	% of Total Possible
Other Certificates	5	5	3	3	Total	Points
Total Points	100	85	53	87	225	75%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			Tetra Tech	
Tetra Tech		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	40	35	37		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	25	23	23		
Past Work Experience	20	20	15	17		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	10	8	8	Grand	% of Total Possible
Other Certificates	5	5	3	3	Total	Points
Total Points	100	100	84	88	272	91%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			CSA	
CSA		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	30	25	20		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	20	18	13		
Past Work Experience	20	10	8	10		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	10	5	5	Grand	% of Total Possible
Other Certificates	5	5	3	2	Total	Points
Total Points	100	75	59	50	184	61%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			PM	
PM		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	20	20	20		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	15	18	12		
Past Work Experience	20	10	8	10		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	10	5	5	Grand	% of Total Possible
Other Certificates	5	5	3	2	Total	Points
Total Points	100	60	54	49	163	54%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED			Weston Sampson	
Weston Sampson		Staff 1	Staff 2	Staff 3		
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	35	29	38		
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	25	20	23		
Past Work Experience	20	20	5	18		
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	10	5	8	Grand	% of Total Possible
Other Certificates	5	5	3	4	Total	Points
Total Points	100	95	62	91	248	83%

AGREEMENT

Between

CITY OF KEY WEST

And

Atkins North America, Inc.

For

ENVIRONMENTAL ENGINEERING SERVICES

KEY WEST, FLORIDA

January 13, 2014

This is an Agreement between: CITY OF KEY WEST, a municipal corporation, its successors and assigns, hereinafter referred to as "CITY," and **Atkins North America, Inc.** a corporation organized under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT".

W I T N E SS E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT 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 14-004, CONSULTANT's Response to RFQ dated July 9, 2014, 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. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.

1.3. CONSULTANT: The engineering 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 CONSULTANT 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 CONSULTANT 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 Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 14-004 incorporated b y reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated July 9, 2014, incorporated by reference and made part of.

2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT 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. CONSULTANT's services may include but are not limited to the following in regards to the Agreement:

A. Provide comprehensive **Environmental Engineering Services** for 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, sampling, analysis and monitoring, construction administration and owner project representation services relating to operation, new construction, permit modification, construction improvements, rehabilitation and or retrofit of lands and facilities. Services may include, but not be limited to:

- *Contaminated Site Investigation and Remediation Services*, including site history reviews, hydrogeological investigations, engineering evaluation and cost assessment of remedial options, engineering design of remedial systems, permitting, remedial system construction oversight, and Resident Project Representative (RPR) services.
- *Industrial Hygiene Services*, including industrial monitoring, health and safety compliance, laboratory compliance, asbestos and lead based paint management services.
- *Underground Storage Tank Site Services,* including hydrogeological investigations, monitoring well system design and installation oversight, UST removal/replacement oversight and assessments, contamination assessments, remedial system design/installation, remedial system management, permitting, and Spill Prevention, Control, and Countermeasure (SPCC) plans.
- *Real Estate Development Support Services,* covering a broad array of environmental and engineering services, including local permit applications, Completion of Phase I and Phase II Environmental Site Assessments (ESA), contamination assessment, remediation design and management.

B. Provide comprehensive Coastal Engineering, 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 retrofit of Coastal Facilities including but not limited to docks, marinas, seawalls, bridges, erosion control, beach design and beach re-nourishment.

C. CONSULTANT shall provide all necessary, incidental and related activities and services as required.

3.2. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. I f, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT 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 CONSULTANT outside the originally anticipated level of effort without prior written

CITY approval or modification of task order is at CONSULTANT's sole risk.

3.3. The specific services to be provided by the CONSULTANT 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.

3.3.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.

3.3.2. 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.

3.3.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

3.3.4. A task order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. CONSULTANT 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 CONSULTANT 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.

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

3.4. The CITY and CONSULTANT 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 CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.

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

3.6. CONSULTANT 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 CONSULTANT or any sub consultant, CONSULTANT shall present options for their use or implementation.

3.7. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT 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.

3.8. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT 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 one (1) 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT to proceed to a subsequent task order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.

4.3. In the event CONSULTANT 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 CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, 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 CONSULTANT 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 CONSULTANT's services are extended beyond the substantial completion date, through no fault of

CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT 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 CONSULTANT, then CONSULTANT 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 CONSULTANT's Services, are limited to the following:

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

5.1.1.1. If the TASK ORDER timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT 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 CONSULTANT for additional work or deleted from the amount owed CONSULTANT 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 CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT 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 TASK ORDER by CONSULTANT'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 first year of the contract (CONSULTANT AND Sub consultants): See attached Exhibit A

5.1.2.3. CONSULTANT and Sub consultants allowed annual wage adjustment 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 prior written approval is provided by the CITY. CONSULTANT 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. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.

5.1.2.6. When any budget has been increased, CONSULTANT'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 increase.

5.2. REIMBURSABLES

5.2.1.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Task Order shall be charged at actual cost, and shall be limited to the following:

5.2.1.2. Identifiable transportation expenses in connection with the Task Order, 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 CONSULTANT'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 Holiday Inn, Hampton Inn, or Best Western.

5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and e xpress mail ut ilized to r ender the services required by this Agreement.

5.2.1.5. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.

5.2.1.6. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the task order.

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

5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraph 5.2.1 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in w riting 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 CONSULTANT. These amounts shall not increase each fiscal year of CITY by more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. Reimbursable sub consultant expenses are limited to the items in Paragraph 5.2.1 described above when the sub consultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

CONSULTANT shall submit billings that are identified by the specific Task Order number if applicable 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 p ortions paid previously. When requested, CONSULTANT 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

CONSULTANT shall submit billings that are identified by the specific Task Order number on a monthly basis in a timely manner for all personnel hours and Reimbursables attributable to the Task Order. 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 Reimbursables 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 Reimbursables, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously.

External Reimbursables and sub consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a Task Order number or other identifier that clearly indicates the expense is identifiable

to the Task Order. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, Reimbursables 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, CONSULTANT 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 CONSULTANT has not paid them timely and the services of the subcontractor or sub consultant are necessary to complete the TASK ORDER or any task order.

5.4. METHOD OF PAYMENT

5.4.1. CITY shall pay CONSULTANT within forty-five- (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.

5.4.2. In the event CONSULTANT has utilized a sub consultant in order to perform the Task Order, CONSULTANT will be required to provide documentation that sub consultant and Sub consultants of sub consultants have been paid prior to payment being made to CONSULTANT.

5.4.3. Payment will be made to CONSULTANT at:

Address: **Atkins North America, Inc**
PO Box 409357
Atlanta, GA 30384-9357

ARTICLE 6

CITY 'S RESPONSIBILITIES

6.1. CITY shall assist CONSULTANT by placing at CONSULTANT'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, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

6.3. CITY shall review the CONSULTANT'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 CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contractor.

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 CONSULTANT 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 CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT 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 of this Agreement.

7.2.3. In the event this Agreement is terminated, CONSULTANT 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, CONSULTANT 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 CONSULTANT that are related to this Task Order. CONSULTANT 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. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting do cuments, 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 CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT 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. CO NSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or e xpenditure of the funds or a ny 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. CONSULTANT'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. CONSULTANT 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 apprenticeship), and accessibility.

7.4.3. Consultant 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. CONSULTANT 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, consultant 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 consultant 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, CONSULTANT 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 CONSULTANT has been placed on the convicted vendor list.

7.5.3. CONSULTANT 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. SUBCONSULTANTS

CONSULTANT may use the sub consultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY's acceptance of a subcontractor shall not be unreasonably withheld. CONSULTANT 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. Earth Tech Drilling
b. Eco Tech Environmental Services, Inc.
c. EE&G
d. Florida Keys Land Surveying

Hourly rates 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 CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.

7.7.2. CONSULTANT 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 a nd 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. CONSULTANT shall perform its duties, obl igations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'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 3.5.

7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT'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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT'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 CONSULTANT under workers' compensation acts, disability benefits a cts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT 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. CONSULTANT 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 l iability insurance, a nd s uch oth er insur ance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONSULTANT shall provide the minimum 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	$1,000,000	per Claim / Aggregate

7.9.2. CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named 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 all policies. CONSULTANT will maintain the Professional Liability and General 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 CONSULTANT shall maintain complete workers compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT who is performing any labor, services, or material under the Contract. Further, CONSULTANT shall additionally maintain the following minimum 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, CONSULTANT'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. CONSULTANT 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 workers compensation coverage under each policy.

7.9.5. CONSULTANT'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. CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT 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 CONSULTANT.

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

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to take out and/or maintain any required insurance shall not relieve the CONSULTANT from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the CONSULTANT concerning indemnification.

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT 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. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT'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
3140 Flagler Ave
Key West, FL 33040

FOR CONSULTANT:

Contact: W. Mark Henry
Address: Atkins North America, Inc.
2001 Northwest 107th Avenue
Miami, FL 33172-2507

7.13. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT 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. CONSULTANT'S STAFF

7.15.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.

7.15.2. CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT 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 CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT 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 CONSULTANT the CONSULTANT 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 CONSULTANT 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 Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.

7.15.8. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT 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 CONSULTANT 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 CO NSULTANT nor i ts employees shall have or hold a ny continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.18.2. CONSULTANT 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 CONSULTANT is permitted to use subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors from having any conflicts as within the meaning of this section, and shall so notify them in writing.

7.19. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, 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 CONSULTANT 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

CONSULTANT 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 e vent th is 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 CONSULTANT elects to terminate this Agreement.

7.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT 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 – CONSULTANT/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.

CITY

ATTEST:

Cheryl Smith, City Clerk

James Scholl, City Manager

_____ Day of _____, 2015

23RD Day of FEBRUARY, 2015

CONSULTANT

ATTEST:

By Charlotte Maddox, Senior Vice President

EXHIBIT A

CONSULTANTS /SUBCONSULTANTS

HOURLY RATES

Atkins Billing Rates by Labor Classification (2014)

Environmental Engineering Services

Position Title	Labor Rate
Technician, Survey Field Data Specialist, Rodman	$45.00
Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analysist I, Sr Designer I, Property Acquisition Agenct I	$60.00
Technical Professional II: Scientist II, Engineer II, Tech Coordinator II, Estimator/Scheduler II, GIS Analysist II, Sr Designer II, Property Acquisition Agenct II	$80.00
Surveyor I	$86.00
Sr Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analysist I, Sr Designer I, Property Acquisition Agenct I. Geomaticist II	$100.00
Sr Technical Professional II: Scientist II, Engineer II, Project Manager, Estimator/Scheduler II, GIS Analysist II, Sr Designer II, Property Acquisition Agenct II. Surveyor II. Construction Manager	$115.00
Project Manager, Professional Geologist	$136.00
Sr Technical Professional III: Scientist III, Engineer III, Resident Engineer, GIS Analysist III, Sr Designer III	$150.00
Sr Project Manager	$165.00
Sr Technical Professional IV: Principal Technical Professional, Engineer IV, Sr Program Manager, Division Manager, Project Director	$185.00
Sr. Division Manager	$225.00

Atkins has an extensive list of titles. The term "Technical Professional" refers to the Architects, Engineers, Landscape Architects, Planners, Scientists, Surveyors, etc that are maintained on staff.

Atkins Expenses (2015)

Environmental Engineering Services

Item	Rate
Atkins Owned 10'-16' Boat	$250/day
Atkins Owned 17'-20' Boat	$400/day
Atkins Owned 21'-24' Boat	$600/day
Rented	At Daily Rate
Garmin Handheld GPS	NC
Trimble	$25/day
Ikelite Digital Video U/W Housing for Sony video	$35/day
Olympus U/W Digital Camera	NC
Seadrop Seaviewer Video Camera with Screen and Integration	NC
Sea and Sea DX-1G Underwater Camera with all accessories	$30/day
Sea and Sea 5000G Underwater Camera with Close Up Lens	$25/day
Emergency Divers Alert Network Oxygen Kit	NC
First Aid Kit	NC
Poly pro line, surface buoys, misc expendable equipment	$25/day
Snorkel Equipment	$15/day
SCUBA Equipment	$45/day
Quadrats	NC
Vehicles	per IRS Rate
Airfare	per flight
Lodging	Per Contract
Meals	Per Contract

Other specialized items may be needed through the time period of the contract and thus this list may change over time.

EE&G

EE&G STANDARD FEE SCHEDULE

(Effective January 1, 2015 through December 31, 2016)

Labor Classification	Rate/Hour
Professional Staff:	
Principal	$150
Senior Technical Advisor/Project Director (LAC/CIH/Risk Assessors)	$140
Senior Project Professional (Abatement Designer/Sr. PMs)	$110
Project Professional (IAQ Assessors)	$95
Staff Professional (Lead Inspector, Sr. Env Techs)	$80
Associate Staff Professional (Asb/IAQ technicians)	$65
Draftsperson/Designer	$60
Support Staff:	
Administrative Assistant	$40
Secretarial/Clerical	$35

1. Overtime rates for arranged weekend work (after 5PM Friday until 6AM Monday) or on Federal holidays are at 150% of regular rates if not pre-negotiated.

2. For special situations, such as expert court testimony, hourly rates for principals and experts of the firm will be on an individually-negotiated basis.

3. Lab testing costs to be determined on a per Task Order basis with appropriate Turn Around Times.

EARTH TECH DRILLING

2703 NW 19TH STREET, POMPANO BEACH, FL 33069
954.974.2424 FAX:954.9742423

Contractor Name: ATKINS (Mark Henry)

Site Name: City of Key West Date: 2-3-15 FAC ID#: _____

PROPOSED SCOPE OF WORK:

DRILLING	Unit	Unit Rate	Number of Units	Extended Price
Rig Type: Auger/Mud Rotary_XX___ Sonic_____ Other__				
Split Spoon Collection (continuous or 5' intervals) (can be used in conjunction with well installation) (includes decon)				
HAND CLEARING to 5' BLS	per foot	$18.00		$0.00
<50 foot boring depth	per foot	$14.00		$0.00
50 foot to 100 foot boring depth	per foot			$0.00
>100 foot boring depth	per foot			$0.00
Borehole Grouting				
4 - inch borehole diameter	per foot	$7.00		$0.00
6 - inch borehole diameter	per foot	$10.00		$0.00
8 - inch borehole diameter	per foot	$13.00		$0.00
1" - 2" Well Installation (includes steamcleaning decon, screen, riser, sand pack, seal and grout)				
<50 foot boring depth	per foot	$28.00		$0.00
50 foot to 100 foot boring depth	per foot	$31.00		$0.00
>100 foot boring depth	per foot			$0.00
4" Well Installation (includes steamcleaning decon, screen, riser, sand pack, seal and grout)				
<50 foot boring depth	per foot	$38.00		$0.00
50 foot to 100 foot boring depth	per foot	$43.00		$0.00
>100 foot boring depth	per foot			$0.00
Recovery Well Diameter: _____	per foot			
Double Cased Wells				
4" Surface Casing	per foot			$0.00
6" Surface Casing	per foot	$46.00		$0.00
8" Surface Casing	per foot			$0.00
Well Completion (includes 30 minute development,8" B-D manhole, concrete pad, locking well cap)	per well	$225.00		$0.00
1"- 2" Well Abandonment (includes grouting)	per foot	$8.00		$0.00
3"- 4" Well Abandonment (includes grouting)	per foot	$10.00		$0.00
5"- 6" Well Abandonment (includes grouting)	per foot	$13.00		$0.00
2' x 2' Well Pad Removal and Patch	each	$125.00		$0.00
MISCELLANEOUS				
Mobilization	roundtrip	$1,200.00		$0.00
Per Diem	per crew / per night	$475.00		$0.00
DOT Approved 55-gal Drum	each	$65.00		$0.00
Permits (Drilling or abandonment only; cost according to WMD & Local Municipalities)	each	$100.00		$0.00
Concrete Core and patch	each	*$125.00*		$0.00
Traffic Safety Cones	each			$0.00
Vacuum/ Air Knife Bore Hole Clearing	per day			$0.00
Development Time	per hour			$0.00
Additional Decontamination Time	per hour			$0.00
Standby/Delay/Difficult Access Time	per hour	$450.00		$0.00
			TOTAL QUOTE PRICE	**$0.00**

Days to Complete Scope of Work: _____ Project No.: _____

Subcontract Company Name: EARTH TECH DRILLING 954.974.2424_____

Subcontract Mailing Address: 2703 NW 19th St., Pompano Bch. FL 33069_____

Signature and Title of Person Submitting Quote: Bob Orlando_____ Date:

Monitoring Wells Sparge Wells Horizontal and Vertical Vapor Extraction Wells Geotechnical Drilling Direct Push

EcoTech Environmental Services, Inc
Billing Rates by Labor Classification

Environmental Engineering Services

Position Title	Labor Rate
Technician, Survey Field Data Specialist, Rodman	N/A
Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analysist I, Sr Designer I, Property Acquisition Agenct I, Surveyor I	$65.00
Technical Professional II: Scientist II, Engineer II, Tech Coordinator II, Estimator/Scheduler II, GIS Analysist II, Sr Designer II, Property Acquisition Agenct II	$70.00
Sr Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analysist I, Sr Designer I, Property Acquisition Agenct I. Geomaticist II	$75.00
Sr Technical Professional II: Scientist II, Engineer II, Project Manager, Estimator/Scheduler II, GIS Analysist II, Sr Designer II, Property Acquisition Agenct II. Surveyor II. Construction Manager	$80.00
Project Manager	$90.00
Sr Technical Professional III: Scientist III, Engineer III, Resident Engineer, GIS Analysist III, Sr Designer III	$100.00
Sr Project Manager, Sr Technical Professional IV: Principal Technical Professional, Engineer IV, Sr Program Manager, Division Manager, Project Director	$110.00
Sr. Division Manager	$125.00

Reimbursable Expenses	Rate
Photo-ionization Detector (organic vapor analyzer)	$120.00/day
YSI Multi-Meter (pH, conductivity, dissolved O2, temp)	$50.00/day
Turbidity Meter	$30.00/day
Interface Probe	$25.00/day
Water Level Meter	$15.00/day
Sampling Materials (gloves, DI water, isopropyl, tubing, etc.)	$75.00/day
Survey Gear	$50.00/day

FLORIDA KEYS LAND SURVEYING

19960 OVERSEAS HIGHWAY, SUGARLOAF KEY, FL 33042
PHONE: (305) 394-3690
EMAIL : FKLSemail@gmail.com
www.floridakeyslandsurveying.net

CITY OF KEY WEST

- SURVEY SERVICES RATES -

SERVICE	HOURLY RATE	DAILY RATE
1-3 MAN TOTAL STATION CONVENTIONAL FIELD CREW	$125.00	$950.00
1-3 MAN GPS FIELD CREW	$150.00	$1,100.00
2 MAN DIGITAL LEVELING CREW	$130.00	$950.00
2 MAN OPTICAL LEVELING CREW	$125.00	$950.00
AUTOCAD DRAFTING	$80.00	
RECORDS RESEARCH	$75.00	
FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER	$100.00	

**ALL HOURLY RATES ARE CHARGED AT A MINIMUM OF 1 HOUR & DAILY RATES SHOWN HEREON ARE FOR A TYPICAL 8 HOUR WORK DAY.

WE LOOK FORWARD TO WORKING WITH YOU!

AGREEMENT

Between

CITY OF KEY WEST

And

Tetra Tech, Inc.

For

ENVIRONMENTAL ENGINEERING SERVICES

KEY WEST, FLORIDA

January 13, 2015

This is an Agreement between: CITY OF KEY WEST, a municipal corporation, its successors and assigns, hereinafter referred to as "CITY," and **Tetra Tech, Inc.** a corporation organized under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT".

W I T N E SS E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT 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 14-004, CONSULTANT's Response to RFQ dated July 9, 2014, 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. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.

1.3. CONSULTANT: The engineering 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 CONSULTANT 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 CONSULTANT 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 Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 14-004 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated July 9, 2014, incorporated by reference and made part of.

2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT 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. CONSULTANT's services may include but are not limited to the following in regards to the Agreement:

A. Provide comprehensive Environmental Engineering Services for 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, sampling, analysis and monitoring, construction administration and owner project representation services relating to operation, new construction, permit modification, construction improvements, rehabilitation and or retrofit of lands and facilities. Services may include, but not be limited to:

- *Contaminated Site Investigation and Remediation Services*, including site history reviews, hydrogeological investigations, engineering evaluation and cost assessment of remedial options, engineering design of remedial systems, permitting, remedial system construction oversight, and Resident Project Representative (RPR) services.

- *Industrial Hygiene Services*, including industrial monitoring, health and safety compliance, laboratory compliance, asbestos and lead based paint management services.
- *Underground Storage Tank Site Services,* including hydrogeological investigations, monitoring well system design and installation oversight, UST removal/replacement oversight and assessments, contamination assessments, remedial system design/installation, remedial system management, permitting, and Spill Prevention, Control, and Countermeasure (SPCC) plans.
- *Real Estate Development Support Services,* covering a broad array of environmental and engineering services, including local permit applications, Completion of Phase I and Phase II Environmental Site Assessments (ESA), contamination assessment, remediation design and management.

B. Provide comprehensive Coastal Engineering, 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 retrofit of Coastal Facilities including but not limited to docks, marinas, seawalls, bridges, erosion control, beach design and beach re-nourishment.

C. CONSULTANT shall provide all necessary, incidental and related activities and services as required.

3.2. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT 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 CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of task order is at CONSULTANT's sole risk.

3.3. The specific services to be provided by the CONSULTANT 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.

3.3.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.

3.3.2. 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.

3.3.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

3.3.4. A task order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. CONSULTANT 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 CONSULTANT 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.

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

3.4. The CITY and CONSULTANT 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 CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.

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

3.6. CONSULTANT 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 CONSULTANT or any sub consultant, CONSULTANT shall present options for their use or implementation.

3.7. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT 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.

3.8. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT 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 one (1) 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT to proceed to a subsequent task order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.

4.3. In the event CONSULTANT 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 CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, 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 CONSULTANT 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 detail 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 CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT 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 CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or direct 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.

COMPENSATION AND METHOD OF PAYMENT

ARTICLE 5

5.1. AMOUNT AND METHOD OF COMPENSATION

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

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

5.1.1.1. If the TASK ORDER timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT 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 CONSULTANT for additional work or deleted from the amount owed CONSULTANT 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 CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT 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 TASK ORDER by CONSULTANT'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 first year of the contract (CONSULTANT AND Sub consultants): See attached Exhibit A

5.1.2.3. CONSULTANT and Sub consultants allowed annual wage adjustment 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 prior written approval is provided by the CITY. CONSULTANT 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. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.

5.1.2.6. When any budget has been increased, CONSULTANT'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 increase.

5.2. REIMBURSABLES

5.2.1.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Task Order shall be charged at actual cost, and shall be limited to the following:

5.2.1.2. Identifiable transportation expenses in connection with the Task Order, 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 CONSULTANT'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 Holiday Inn, Hampton Inn, or Best Western.

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 CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.

5.2.1.6. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the task order.

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

5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraph 5.2.1 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT 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 CONSULTANT. These amounts shall not increase each fiscal year of CITY by more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. Reimbursable sub consultant expenses are limited to the items in Paragraph 5.2.1 described above when the sub consultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

CONSULTANT shall submit billings that are identified by the specific Task Order number if applicable 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, CONSULTANT 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

CONSULTANT shall submit billings that are identifiable by the specific Task Order number on a monthly basis in a timely manner for all personnel hours and Reimbursables attributable to the Task Order. 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 Reimbursables 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 Reimbursables, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously.

External Reimbursables and sub consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a Task Order number or other identifier that clearly indicates the expense is identifiable to the Task Order. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, Reimbursables 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, CONSULTANT 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 CONSULTANT has not paid them timely and the services of the subcontractor or sub consultant are necessary to complete the TASK ORDER or any task order.

5.4. METHOD OF PAYMENT

5.4.1. CITY shall pay CONSULTANT within forty-five- (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.

5.4.2. In the event CONSULTANT has utilized a sub consultant in order to perform the Task Order, CONSULTANT will be required to provide documentation that sub consultant and Sub consultants of sub consultants have been paid prior to payment being made to CONSULTANT.

5.4.3. Payment will be made to CONSULTANT at:

Address: TETRA TECH
PO BOX 912213
DENVER, CO 80291-2213

ARTICLE 6

CITY 'S RESPONSIBILITIES

6.1. CITY shall assist CONSULTANT by placing at CONSULTANT'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, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

6.3. CITY shall review the CONSULTANT'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 CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contractor.

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 CONSULTANT 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 CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT 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 of this Agreement. City shall provide five (5) days prior written notice of its intent to terminate the Agreement. In the event the Agreement is terminated for cause, CITY shall provide an additional five (5) days from the receipt of the written notice for CONSULTANT to propose an acceptable cure.

7.2.3. In the event this Agreement is terminated, CONSULTANT 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, CONSULTANT 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 CONSULTANT that are related to this Task Order. CONSULTANT 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. CONSULTANT 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 CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or nondisclosure 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. CONSULTANT 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. CONSULTANT'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. CONSULTANT 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 apprenticeship), and accessibility.

7.4.3. Consultant 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. CONSULTANT 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, consultant 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 consultant 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, CONSULTANT 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 CONSULTANT has been placed on the convicted vendor list.

7.5.3. CONSULTANT 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. SUBCONSULTANTS

CONSULTANT may use the sub consultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY's acceptance of a subcontractor shall not be unreasonably withheld. CONSULTANT 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. ALS Environmental, Inc.
b. Test America Laboratories, Inc.
c. **Jupiter Environmental Laboratories, Inc.**
d. Laboratory Data Consultants, Inc.
e. KB Labs, Inc.
f. **Groundwater Protection, Inc.**
g. Preferred Drilling Solutions, Inc.
h. **Subsurface Environmental, Inc.**
i. ZEBRA Environmental, Corporation
j. Island Surveying, Inc.
k. Betsy Lindsay, Inc.
l. Big Bend Environmental Services, Inc.
m. ESD Waste2Water, Inc.
n. Florida Environmental Compliance Corporation, Inc.
o. REA Remedial Solutions, L.L.C.
p. In-Situ Oxidative Technologies, Inc.
q. JRW Bioremediation. L.L.C.
r. Clark Environmental, Inc.
s. Regenesis, Inc.
t. Southern Waste Services, Inc.
u. Florida Air Quality Solutions
v. **Millennium Laboratories, Inc.**

Hourly rates 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 CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.

7.7.2. CONSULTANT 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. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'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 3.5.

7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT'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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT or of any third party to whom CONSULTANT 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. CONSULTANT 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 at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONSULTANT shall provide the minimum 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	$1,000,000	per Claim / Aggregate

7.9.2. CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named 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 all policies. CONSULTANT will maintain the Professional Liability and General 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 CONSULTANT shall maintain complete workers compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT who is performing any labor, services, or material under the Contract. Further, CONSULTANT shall additionally maintain the following minimum 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, CONSULTANT'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. CONSULTANT 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 workers compensation coverage under each policy.

7.9.5. CONSULTANT'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. CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT 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 CONSULTANT.

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

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to take out and/or maintain any required insurance shall not relieve the CONSULTANT from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the CONSULTANT concerning indemnification.

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT 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. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT'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 o 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
3140 Flagler Ave
Key West, FL 33040

FOR CONSULTANT

Tetra Tech, Inc.
Attn: Brian Proctor
759 South Federal Highway, Suite 314
Stuart, FL 34994

7.13 TRUTH-IN-NEGOTIATION CERTIFICATION

Signature of this Agreement by CONSULTANT 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 noncurrent wage rates and other factual unit costs. All such contract adjustment 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 CONSULTANT'S STAFF

7.15.1 CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.

7.15.2 CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT 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 CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT 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 For each assignment issued under this Agreement by the CITY to the CONSULTANT the CONSULTANT 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 CONSULTANT 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 Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.

7.15.8 The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT 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 CONSULTANT 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 CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.18.2. CONSULTANT 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 CONSULTANT is permitted to use subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors from having any conflicts as within the meaning of this section, and shall so notify them in writing.

7.19. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, 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 CONSULTANT 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

CONSULTANT 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 CONSULTANT elects to terminate this Agreement.

7.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT 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 – CONSULTANT/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.

CITY

ATTEST:

Cheryl Smith, City Clerk

James Scholl, City Manager

Day of, 2015 23RD Day of FEBRUARY, 2015

CONSULTANT

ATTEST:

By

Brian Proctor
VP, Southeast operations mgr

EXHIBIT A

CONSULTANTS /SUBCONSULTANTS

HOURLY RATES

Billing Rates by Labor Classification

Environmental Engineering Services

Position Title	Labor Rate
Technician, Survey Field Data Specialist, Rodman	69.00
Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analyst I, Sr Designer I, Property Acquisition Agent I, Surveyor I	95.00
Technical Professional II: Scientist II, Engineer II, Tech Coordinator II, Estimator/Scheduler II, GIS Analyst II, Sr Designer II, Property Acquisition Agent II	115.00
Sr Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analyst I, Sr Designer I, Property Acquisition Agent I. Geomaticist II	125.00
Sr Technical Professional II: Scientist II, Engineer II, Project Manager, Estimator/Scheduler II, GIS Analyst II, Sr Designer II, Property Acquisition Agent II. Surveyor II. Construction Manager	158.00
Project Manager	165.00
Sr Technical Professional III: Scientist III, Engineer III, Resident Engineer, GIS Analyst III, Sr Designer III	179.00
Sr Project Manager, Sr Technical Professional IV: Principal Technical Professional, Engineer IV, Sr Program Manager, Division Manager, Project Director	192.00
Sr. Division Manager	215.00

GROUNDWATER PROTECTION
A Division of DRILLPRO, LLC

Sonic Auger DPT Horizontal Directional Drilling

DATE: 1/27/2015
ESTIMATE #: 115101

CUSTOMER	PROJECT
Jay McGovern Tetra Tech 759 South Federal Highway Stuart, Florida 34994 (772) 781-3409	**City of Key West** Key West, Florida DPT Rates

Project Description:

DPT Rates - Rates may be less depending on size/quantity of project

ID	DESCRIPTION	QTY	Unit	Rate	TOTAL
1	Mobilization/Demobilization	0	roundtrip	$ 2,000.00	$ -
2	Per Diem	0	night	$ 200.00	$ -
3	DPT Rig w/ 2 Man Crew	0	day	$ 1,400.00	$ -
4	1/2 Day DPT Rig w/ 2 Man Crew (Up to 5 Hrs)	0	1/2 day	$ 1,000.00	$ -
5	Materials: 1" PVC Well Installation	0	foot	$ 3.00	$ -
6	Materials: 1"x5' Pre-Pack Screen	0	each	$ 60.00	$ -
7	Materials: 3" Expendable Point	0	each	$ 20.00	$ -
8	Materials: 2" PVC Well Installation w/ Augers	0	foot	$ 8.00	$ -
9	8" Flush Completion w/ 2'x2' Concrete Pad	0	each	$ 75.00	$ -
10	4" Above Grade Completion w/ 2'x2' Concrete Pad	0	each	$ 125.00	$ -
11	Well Development (includes 1/2 hr w/ pump)	0	each	$ 75.00	Included in daily rate
12	Temporary Decontamination Structure	0	each	$ 250.00	$ -
13	Drums (Reconditioned) Includes IDW-Labor	0	each	$ 50.00	$ -
14	Permits	0	each	At Cost	
15	Standby / Difficult Access	0	hour	$ 150.00	$ -
				Subtotal	$ -
				TOTAL	$ -

Completion:

THANK YOU FOR YOUR BUSINESS!

Signature : Charles Bucher

Charles Bucher
General Manager

If you have any questions concerning this proposal contact Charles Bucher at (407) 426-7885 or at Charles@drillprollc.com.

GROUNDWATER PROTECTION
A Division of DRILLPRO, LLC

Sonic Auger DPT Horizontal Directional Drilling

DATE: 1/27/2015
ESTIMATE #: 115102

CUSTOMER	PROJECT
Jay McGovern Tetra Tech 759 South Federal Highway Stuart, Florida 34994 (772) 781-3409	**City of Key West** Key West, Florida Auger / Rotary Rates

Project Description:

Unit Rates - Rates may be less depending on size/quantity of project

ID	DESCRIPTION	QTY	Unit	Rate	TOTAL
1	Mobilization/Demobilization	0	roundtrip	$ 3,000.00	$ -
2	Per Diem	0	night	$ 300.00	$ -
3	2" PVC Well Installation (0' to 50')	0	foot	$ 24.00	$ -
4	2" PVC Well Installation (50' to 100')	0	foot	$ 25.00	$ -
5	4" PVC Well Installation (0' to 50')	0	foot	$ 30.00	$ -
6	4" PVC Well Installation (50' to 100')	0	foot	$ 32.00	$ -
7	6" Surface Casing	0	foot	$ 35.00	$ -
8	Soil Sampling w/ Well Installation (0' to 50') (Continuous or 5' Interval)	0	foot	$ 10.00	$ -
9	Soil Sampling w/ Well Installation (50' to 100') (Continuous or 5' Interval)	0	foot	$ 12.00	$ -
10	Shelby Tube Sample	0	each	$ 75.00	$ -
11	Soil Sampling w/o Well Installation	0	foot	$ 20.00	$ -
12	Borehole Abandonment (Up to 8")	0	foot	$ 4.00	$ -
13	8" Flush Completion w/ 2'x2' Concrete Pad	0	each	$ 95.00	$ -
14	12" Flush Completion w/ 2'x2' Concrete Pad	0	each	$ 125.00	$ -
15	4" Aove Grade Completion w/ 2'x2' Concrete Pad	0	each	$ 150.00	$ -
16	4" Bumper Post Installed	0	each	$ 75.00	$ -
17	Well Development (Includes 1/2 Hr w/ Pump)	0	each	$ 50.00	$ -
18	Additional Well Development (Same Well)	0	1/2 Hr	$ 50.00	$ -
19	Rig Assisted Well Development	0	hour	$ 150.00	$ -
20	Temporary Decontamination Structure	0	each	$ 250.00	$ -
21	Grout Abandon 1/2" to 3/4" Well	0	foot	$ 4.00	$ -
22	Grout Abandon 1" to 2" Well	0	foot	$ 5.00	$ -
23	Grout Abandon 3" to 4" Well	0	foot	$ 7.00	$ -
24	Grout Abandon 5" to 6" Well	0	foot	$ 10.00	$ -
25	Pad/Manhole Removal & Patch	0	each	$ 75.00	$ -
26	Jackhammer/Compressor	0	day	$ 250.00	$ -
27	Drums (Reconditioned) Includes IDW-Labor	0	each	$ 50.00	$ -
28	Well Construction Permits (1 well per permit)	0	each	At Cost	
29	Well Abandonment Permits (1 well per permit)	0	each	At Cost	
30	Standby / Difficult Access	0	hour	$ 200.00	$ -
31		0			$ -
				Subtotal	$ -
				TOTAL	$ -

Completion:

THANK YOU FOR YOUR BUSINESS!

Signature : Charles Bucher

Charles Bucher
General Manager

If you have any questions concerning this proposal contact Charles Bucher at (407) 426-7885 or at Charles@drillprollc.com.

2300 Silver Star Road, Orlando, Florida (407) 426-7885 fax (407) 426-7586

MILLENNIUM LABORATORIES INC.

Millennium Laboratories Inc.
12721 Race Track Road, Tampa FL 33626
http://www.mlabs-fl.com
voice: (813) 925-3871 fax: (813) 925-3872

PREPARED FOR TetraTech
PRICING FOR City of Key West PROJECTS
QUOTE EFFECTIVE DATE January 29, 2015
QUOTATION NUMBER: MLQ012915-01
PROJECT MANAGER: KATHY SHEFFIELD

Parameter	Soil	Water
8 RCRA metals (AsBaCdCrPbHgSeAg)	80	80
ICP Metals - single metal	20	20
ICP Metals - two or more metals, per metal	10	10
Mercury	20	20
EPA 8260 BTEX/MTBE only	45	45
EPA 8260 VOA+VOH	80	80
EPA 8260 Volatile Organics	100	100
EPA 8270 Semivolatile Organics (BNA only, no pests or PCB, water price includes LLPAH)	220	275
EPA 8270 for Low-Level PAHs only	100	100
EPA 8081 Organochlorine Pesticides	100	100
EPA 8082 PCBs	75	75
FL-PRO/TRPH Petroleum Hydrocarbons	80	80
EPA 8141/8270 Organophosphorus Pesticides	130	130
EPA 8151/8321-Sub Chlorinated Herbicides	150	150
EPA 8318-Sub Carbamate Pesticides	225	175
TOC-Sub Total Organic Carbon	60	30

Sub = analysis is subcontracted to a client-approved lab

Pricing effective 01/01/15 through 12/31/17

Jupiter

Environmental Laboratories, Inc

Tetra Tech Inc. Price List 2015

ANALYSIS	METHOD	COST
VOLATILE AROMATICS (VOA)	8260	$50.00
VOLATILE HALOCARBONS (VOH)	8260	$60.00
VOLATILE HALOCARBONS/ VOLATILE AROMATICS (VOC)	8260	$78.00
ETHYLENE DIBROMIDE (EDB)	8260 SIM	$47.00
BENZENE/NAPHTHALENE	8260	$50.00
POLYNUCLEAR AROMATIC HYDROCARBONS (PAH)	8270 PAH	$110.00
FULL LIST 8260 PRIORITY POLLUTANT PURGEABLE/VOLATILE ORGANICS (GC/MS)	8260	$115.00
FULL LIST 8270 PRIORITY POLLUTANT EXTRACTABLE ORGANICS (GC/MS)	8270	$185.00
LIBRARY SEARCH IDENTIFICATION OF NON-PRIORITY POLLUTANT ORGANICS WITH GC/MS (TICS) PEAKS >10 ppb	8270	$115.00
TOTAL RECOVERABLE PETROLEUM HYDROCARBONS	FLPRO	$75.00
% SOLIDS	SM 2540	$5.00
MERCURY	200.8/6020	$22.00
ULTRATRACE MERCURY	1631	$100.00
INDIVIDUAL METALS, TOTAL	200.8/6020	$12.00
PRIORITY POLLUTANT METALS (13PP)	200.8/6020	$158.00
RCRA METALS (8)	200.8/6020	$98.00
VOLATILE ORGANIC AROMATICS/TPH IN AIR	Method 18	$128.00
GASOLINE ANALYTICAL (TABLE B) GROUP (62-770 FAC)	VOA/VOH (8260), PAH (8270), EDB, Lead, FLPRO	$281.00
USED OIL/UNKNOWN PRODUCT (TABLE C) GROUP (62-770 FAC)	8260, 8270, FLPRO, 4 RCRA Metals	$410.00
TOTAL HALOGENS (TOX)	9020	$80.00
CHLORINATED PESTICIDES (OC PEST)	8081	$80.00
PCBs	8082	$75.00
CHLORINATED PESTICIDES/PCBs	8081/8082	$125.00
ORGANOPHOSPHORUS PESTICIDES (OP PEST)	8270	$110.00

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Tetra Tech Inc. Price List 2015

ANALYSIS	METHOD	COST
HERBICIDES BY 8151	8151	$190.00
TOXICITY CHARACTERISTIC LEACHING PROCEDURE (FULL TCLP) TCLP - EXTRACTION (INCLUSIVE) 8 RCRA METALS VOLATILES PESTICIDES AND HERBICIDES BASE/NEUTRAL AND ACID EXTRACTABLES	1311 200.8/6020 8260 8081 & 8082 & 8151 8270	$995.00
PRIORITY POLLUTANT LIST (ALL) VOLATILES EXTRACTABLES (BNA) PESTICIDES/PCB's METALS (13) CYANIDE PHENOL	8260 8270 8081 & 8082 200.8/6020 9010/335.2 9065/420.1	$630.00
ALKALINITY	310.2	$12.00
AMMONIA	350.1	$25.00
CHLORIDE	325.2	$12.00
NITRATE (NO3)	SM 4500	$15.00
NITRITE (NO2)	SM 4500	$15.00
NITRATE + NITRITE (NOX)	SM 4500	$25.00
PHOSPHORUS, TOTAL	365.3	$25.00
TKN	351.2	$45.00
TOTAL NITROGEN	CALC	$45.00
TOC	9060/415.1/SM 3510B	$40.00
TOTAL DISSOLVED SOLIDS	2540C	$30.00
TOTAL SUSPENDED SOLIDS	2540D	$30.00
SPLP/TCLP PREP	1311/1312	$65.00
SPLP/TCLP VOLATILES PREP (ZHE)	1311/1312	$65.00

ALL invoices will have a $10 waste fee added
STANDARD TURNAROUND TIME IS = 3 -5 BUSINESS DAYS (MOST ANALYSES)
Rush I Priority Time (24 hours): 100% x Cost (if possible; check with lab first)
Rush II Response Time (2) days: 75% x Cost

SubSurface

Contractor Name: TTEC
Site Name: City of Key West, FL

Date: 1/29/2015 FAC ID#:

PROPOSED SCOPE OF WORK:

DRILLING	Unit	Unit Rate	Number of Units	Extended Price
Rig Type: Auger/Mud Rotary_X___ Other_____				
Split Spoon Collection (continuous or 5' intervals) (can be used in conjunction with well installation) (includes decon)				
<50 foot boring depth	per foot			$0.00
50 foot to 100 foot boring depth	per foot			$0.00
>100 foot boring depth (Multiple quotes required)	per foot			
Borehole Grouting				
4 - inch borehole diameter	per foot			$0.00
6 - inch borehole diameter	per foot			$0.00
8 - inch borehole diameter	per foot			$0.00
1" - 2" Well Installation (includes steamcleaning decon, screen, riser, sand pack, seal and grout) Includes Soil Samples to depth				
<50 foot boring depth	per foot	$35.00		$0.00
50 foot to 100 foot boring depth	per foot			$0.00
>100 foot boring depth (Multiple quotes required)	per foot			
4" Well Installation (includes steamcleaning decon, screen, riser, sand pack, seal and grout)				
<50 foot boring depth	per foot			$0.00
50 foot to 100 foot boring depth	per foot			$0.00
>100 foot boring depth (Multiple quotes required)	per foot			
Recovery Well Diameter: 4" - 6"	per foot			$0.00
Double Cased Wells				
6" Surface Casing	per foot			$0.00
8" Surface Casing	per foot			$0.00
Well Completion (includes 30 minute development, concrete pad, locking well cap, and saw/jackhammer prep.)	per well	$190.00		$0.00
1"- 2" Well Abandonment (includes grouting)	per foot			$0.00
3"- 4" Well Abandonment (includes grouting)	per foot			$0.00
5"- 6" Well Abandonment (includes grouting)	per foot			$0.00
2' x 2' Well Pad Removal and Patch	each			$0.00
MISCELLANEOUS				
Mobilization	roundtrip	$1,500.00		$0.00
Per Diem	per Crew / per night	$500.00		$0.00
DOT Approved 55-gal Drum	each	$50.00		$0.00
Permits (Drilling or abandonment only)	each (actual)	$50.00		$0.00
Over Drill Wells and remove	LF			$0.00
Geoprobe Daily Rate	Each	$1,500.00		$0.00
	Each			$0.00
Other (fuel charge)	Each			$0.00
Additional Decontamination Time (Requires prior approval)	per hour			$0.00
Standby/Delay/Difficult Access Time (Requires prior approval)	per hour			$0.00
			TOTAL PRICE	**$0.00**

Days to Complete Scope of Work: _3-4__
Subcontractor Subsurface Environmental Inc_____
Subcontract Mailing Address: _P.O. Box 8926 Port St lucie Florida 34985_____
Signature and Title of Person Submitting Quote: _Shawn Ouellette_____ 1/29/2015

Project No.: _ TTEC 1/29-15