RESOLUTION NO. 16-066

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A WORK ORDER UNDER THE CITY'S ENVIRONMENTAL ENGINEERING SERVICES CONTRACT WITH TETRA TECH, INC. IN A TOTAL AMOUNT NOT TO EXCEED $172,327.00 FOR DESIGN, PERMITTING AND CONSTRUCTION DOCUMENT PREPARATION TO SUPPORT PERMANENT ARMORING OF THE REST BEACH SHORELINE; AUTHORIZING NECESSARY BUDGET TRANSFERS FOR THE WORK ORDER AND FOR PERMITTING FEES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 14-354, the City Commission approved a three-year Environmental Engineering Services contract with Tetra Tech, Inc.; and

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

Section 1: That a work order for Design, Permitting and Construction Document Preparation to support permanent armoring the Rest Beach shoreline, under the City's Environmental Engineering Services Contract with Tetra Tech, Inc. is hereby approved in an amount not to exceed $172,327.00.

Section 2: This project will be funded from account No. 101-1900-519-4600, Rest Beach Seawall (Project IS19001602), and a budget transfer in the amount of $122,327.00 from Account No. 101-1900-519-3400 (Project EN1407), Rest Beach Seagrass Mitigation is hereby authorized.

Section 3: The City is additionally authorized to pay the $8,600.00 Coastal Construction Line Permit application fee from Account No. 101-1900-519-3400 (Project EN1407), Rest Beach Seagrass Mitigation.

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 17 day of February, 2016.

Authenticated by the Presiding Officer and Clerk of the Commission on 18 day of February, 2016.

Filed with the Clerk on February 18, 2016.

Mayor Craig Cates	Absent
Vice Mayor Clayton Lopez	Yes
Commissioner Sam Kaufman	Yes
Commissioner Richard Payne	Yes
Commissioner Margaret Romero	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Absent

CLAYTON LOPEZ, VICE MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
3140 Flagler Ave, Key West, FL 33040 (305) 809-3792

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: Jim Bouquet, Director of Engineering

CC: Greg Veliz, Assistant City Manager
Mark Finigan, Finance Director

DATE: February 2, 2016

SUBJECT: Rest Beach Armored Shoreline Design and Permitting

ACTION STATEMENT

Approve Tetra Tech proposal in the amount of $172,327.00 for the design, permitting and construction document preparation to support permanent armoring of the Rest Beach shoreline. Approve required budget amendment.

BACKGROUND

At the City Commission Budget Workshop on July 22, 2014, effectiveness of the planned project to renourish the sand on Rest Beach and the associated seagrass mitigation project was questioned. In lieu of ongoing sand replacement, it was suggested that staff consider a permanent hardening of the shore line (e.g., riprap armoring, wall). Based on research and discussions with Engineering Services staff and the City's consultant for sand replacement on Rest and Smathers Beaches, the following was noted:

- The area of Rest Beach above the high water mark is subleased by the City from the Florida Department of Natural Resources, Division of Parks and Recreation (sublease date June 7, 1989). The City subsequently developed a Rest Beach Management Plan for upland improvements and renourishment (circa 1990).

- The last major renourishment of Rest Beach (approximately 4,200 tons of sand) occurred in 1994. Less extensive berm rebuild and replanting projects funded under FEMA grants were conducted following five storms between 1995 and 2009. Sand placed during these

projects ranged from 682 tons to 1,064 tons. A 275 ton winter erosion project was conducted in 2012.

- A long term (10 year) Joint Coastal Permit (JCP) for beach renourishment at Rest Beach was issued by the Florida Department of Environmental Protection (FDEP) and the US Army Corps of Engineers (USACE) in March 2015. The sand placement portion of the project is funded (including two TDC grants) and a contract previously awarded in the amount of $587,600. However, the JCP requires seagrass mitigation (plantings) at an alternative location (the Legacy Site) be conducted concurrent with beach renourishment. In addition to plantings, the USACE is requiring the purchase of seagrass mitigation credits. The purchase of these credits, plus mitigation and associated five-year monitoring, is expected to increase the project cost by approximately $1.5 million.

- Periodic sand replenishment of the beach and five (5) year (minimum) monitoring of the mitigation site will be required.

- The sloped shoreline along the beachfront continues to erode due to wave and wind action.

Considering the increased project cost due to permit required mitigation and future sand placements, as well as the need to protect the existing shoreline from future erosion, Engineering Services requested a proposal from Tetra Tech to provide planning, engineering, design and permitting to armor (e.g., riprap) the sloped shoreline along Rest Beach. A copy of this proposal dated January 29, 2016 is attached. Work will be performed on a time and materials basis in accordance with the Environmental Engineering Services Agreement between Tetra Tech and the City as authorized under Resolution 14-359. Tetra Tech proposes the following tasks to complete the required scope of work:

Geotechnical Investigation
Topographic, Bathymetric, Boundary and FDEP Permit Surveys
Conceptual Design, Cost Evaluation, Modeling, FDEP Pre-Application Meeting
Preliminary Design and Permitting
FDEP Permit Application and Processing
Final Design, Plans and Specifications
Bid Phase Support

Total not-to-exceed fee as proposed by Tetra Tech is $172,327.00.

PURPOSE AND JUSTIFICATION

The existing sloped shoreline along Rest Beach is experiencing significant erosion due to wave and wind action. Tetra Tech will provide permitting, design and construction documents to solicit contractor bids to construct long term armoring protection along the shoreline.

Armoring of the Rest Beach sloped shoreline to mitigate further loss of uplands is consistent with the 2011 Key West Strategic Plan Infrastructure Goal # 3, *Parks and recreation areas are accessible to all residents and visitors*, and Goal #4, *Long term sustainability of the City's hard assets*.

FINANCING

The proposed fee of $172,327.00 will be funded from Account No. 101-1900-519-4600 Rest Beach Seawall (Project IS19001602) in the amount of $50,000 and a budget amendment of $122,327.00 from Account No. 101-1900-519-3400, Rest Beach Seagrass Mitigation (Project EN1407).

City shall be responsible to pay the $8,600.00 Coastal Construction Line Permit application fee. This fee will be paid via Account No. 101-1900-519-3400, Rest Beach Seagrass Mitigation (Project EN1407).

RECOMMENDATION

Approval of the Tetra Tech proposal in the amount of $172,327.00 for the design, permitting and construction document preparation to support permanent armoring of the Rest Beach shoreline and the required budget amendment is recommended.

TETRA TECH

5363-Stuart-16-015

January 29, 2016

James W. Bouquet P.E.
Director of Engineering
City of Key West
3140 Flagler Ave Key West, FL 33040

Subject: Revised Cost Proposal for Sloped Shoreline Armoring Planning, Engineering, Design and Permitting Rest Beach, Key West

Dear Mr. Bouquet:

Please find attached our statement of work for services pertaining to the installation of sloped shoreline armoring (a revetment) along the Rest Beach shoreline. This proposal has been revised and prepared in accordance with the executed General Environmental Engineering Services agreement between the City of Key West and Tetra Tech, Inc. dated January 13, 2015.

The scope of services includes the following:

- geotechnical investigation (Ardaman and Associates);
- topographic, boundary and FDEP permit surveys (AVIROM);
- sloped armoring alternative evaluations (materials of construction and siting);
- high-frequency storm erosion modeling;
- pre-application meeting with the Florida Department of Environmental Protection to discuss the project in advance of an application for a Coastal Construction Control Line/50-ft Setback permit;
- conceptual design, preliminary design, permit application and processing, and final design;
- preparation of construction plans and technical/environmental specifications for inclusion in City bid documents; and,
- bid phase support services up to and through the point of contract award.

We have attached copies of the price quotes for the geotechnical investigation and topographic, boundary and FDEP permit surveys for your convenience.

Tetra Tech, Inc.
759 South Federal Highway, Suite 314, Stuart, FL 34994
Tel 772.781.3400 Fax 772.781.3411 www.tetratech.com

Please review the attached scope of work and contact me if you have any questions or require any additional information.

Sincerely,

Shauna Stotler-Hardy

Shauna Stotler-Hardy
Project Manager

cc: Devon Steckly, City of Key West
Brian Proctor, Tetra Tech
Stuart McGahee, Tetra Tech

If this cost estimate is acceptable please confirm with signatures below.

For TetraTech, Inc.:

Shauna Stotler-Hardy

Authorized Signature *Date* 01/29/16

Shauna Stotler-Hardy – Project Manager

For City of Key West:

Authorized Signature *Date*

Jim Scholl - City Manager

Tetra Tech, Inc.
759 South Federal Highway, Suite 314, Stuart, FL 34994
Tel 772.781.3400 Fax 772.781.3411 www.tetratech.com

PROPOSAL
STATEMENT OF WORK

PROJECT: TR1503
SHORELINE ARMORING
REST BEACH

Key West, FL

This proposal has been prepared in accordance with executed General Environmental Engineering Services Agreement between the City of Key West and Tetra Tech, Inc. dated January 13, 2015. The work described herein will be performed on a Time and Materials basis in accordance with the General Services agreement between Tetra Tech Inc. and the City of Key West, authorized by Resolution 14-359 executed February 23, 2015.

Prepared by: TETRA TECH, Inc.
January 29, 2016

TETRA TECH, INC.

759 South Federal Highway, Suite 314 Stuart, FL 34994
Tel 772.781.3400 Fax 772.781.3411 www.tetratech.com

PROPOSAL / STATEMENT OF WORK

Project Understanding

The City of Key West recently received regulatory authorization to construct a beach restoration project along the approximately 660 ft. of shoreline between 1326 Atlantic Boulevard and the White Street Pier; this shoreline comprises the Rest Beach shoreline armoring project area that is the subject of this proposal. The shoreline is currently (November 2015) experiencing erosional stress that appears to be principally the result of storm activity and which is exacerbated by a lack of active sediment transport along the shoreline to 'feed' the system. As a result, there are vertical escarpments along most of the shoreline segment that has prompted the City to prohibit access/viewing platforms that still reside on the upland and which formerly connected pedestrian access to the shoreline.

The shoreline is presently not anchored by any hardened structures except at the western limits of the project area – the White Street Pier – which serves as a partial barrier to littoral transport to the west. This City desires to provide long-term protection of the Rest Beach shoreline (and the adjacent upland park infrastructure and, ultimately, Atlantic Boulevard) once the beach restoration project has been constructed. The City wishes to obtain engineering and environmental services directly pertaining to the design, permitting and preparation of engineering drawings and specifications of a sloped configuration shoreline armoring feature. The plans and specifications will be included in bid documents to be prepared by the City.

It is our understanding that the City would like an alternative analysis performed for a sloped structure at or near the existing escarpment which exists along the shoreline; alternative materials for construction under consideration will be reviewed for City selection of the preferred configuration (and material type) for further engineering analysis and design services. In order to minimize regulatory requirements for the State of Florida, Department of Environmental Protection (FDEP) permit authorization, as well as to optimize state regulatory review and approval timeframes, the structure toe (seaward extent) cannot encroach beyond/seaward of the current Mean High Water Line (MHWL).

Scope of Services

Task 1 - Geotechnical Investigation

The geotechnical investigation includes soil borings/sampling, laboratory testing and engineering analysis to support studies that will evaluate the subgrade/foundational characteristics of the underlying soils. We will perform two Standard Penetration Test (SPT) borings to approximately 30 feet below existing grade. Three surficial sediment samples will be obtained for grain size distribution analysis (in support of erosion modeling, described in Task 3).

We understand that the boring locations will be accessible to our subcontractor's (Anderson Andre Consulting Engineers) truck-mounted drilling equipment. We will coordinate the geotechnical exploration work with the City's designated site representative to ensure both protection of the public and to minimize damage to existing park infrastructure – as well as to ensure that the borings are collected at locations along the shoreline that meet the project objectives.

The geotechnical services included in this task are mobilization, utility clearance; drilling (2 SPT borings to 30 feet); collection and analysis of three surface sediment samples; engineering analysis and reporting. The SPT logs will be provided, along with any recommendations from the geotechnical subcontractor regarding the site conditions encountered.

Task 1 Geotechnical Investigation Subtotal: $12,255.00

Task 2 – Topographic, Boundary and FDEP Permit Survey of the Project Shoreline

Tetra Tech subconsultant Avirom & Associates will conduct a topographic survey of the Rest Beach project area. Topographic survey limits will extend from the crown of Atlantic Boulevard waterward to about the -4 ft NAVD contour (as shallow a water depth as can be readily and reliably measured by a hydrographic survey vessel). The topographic survey limits will include wading profile shots to provide some overlap with the historic bathymetric survey, with the bulk of the data collected north of the approximate Mean High Water (MHW) shoreline to the approximate south edge of pavement of Atlantic Boulevard, and will extend from the approximate centerline of the White Street Pier approach to the western boundary of the multifamily dwelling/property to the east of the park property. Existing features (trees, sidewalks, concrete and timber decks and viewing platforms, parking areas and curbing) will be identified.

A boundary survey and ties of the 50-ft setback distance from the MHW line on the property (as well as other site-specific features, inclusive of the seaward limits of improvements to the parcels adjacent to Rest Beach). Data collection will be performed in the field in order to conform to the requirements of 62B-33.0081, F.A.C. A contour plot and plan view location rendering will be prepared that will serve as the baseline information for positioning of the alternative armoring configurations.

In order to support the high-frequency storm erosion modeling effort (described further in Task 3, below), as well as to give the FDEP information regarding the current condition of the Rest Beach shoreline and nearshore zone, data will be collected along 20-foot interval transects as measured along the Rest Beach shoreline. Each transect shall extend approximately 1,000 feet seaward of the existing shoreline. Data will be collected at five foot intervals along each transect; a Digital Terrain Model with one-foot contour intervals will be generated subsequent to the collection and post-processing of the field data.

No new bathymetric survey will be completed as part of this scope. However 62B-33.008(3)(f) requires two copies of a "...signed and sealed survey of the subject property. The information depicted on the drawing shall be from a field survey conducted not more than six months prior to the date of the application. The survey shall comply with the requirements given in Rule 62B-33.0081, F.A.C." Given the nature of the project, it is still possible that the FDEP could require the bathymetric survey information to be 'current'. We understand that we will need to combine older bathymetric data that will have to come from other sources in order to establish an input profile (cross-section) to run the pre-storm existing/baseline condition as one of the inputs into SBEACH. This is not the ideal method and it may come into question by the FDEP's coastal engineering staff who will be asked to review the modeling aspect of an application for sloped armoring along this shoreline. We will have to qualify/caveat the data compilation and assumptions in preparation of such a discussion.

Task 2 Topographic, Boundary and FDEP Permit Survey Subtotal: $14,703.00

Task 3 – Sloped Armoring Preliminary Evaluation – Conceptual Design and Cost Evaluation, Modeling and Pre-Application Meeting with Florida Department of Environmental Protection

General Sloped Armoring (Revetment) Information

Sloped shoreline armoring, commonly referred to as a revetment, is one alternative configuration for providing a degree of storm protection to an eroding shoreline. These structures serve to 'fix' the shoreline location coincident with the presence of the structure toe (seaward extent), given adequate design allowances for scour attributed to waves and currents interacting with the structure, particularly during storm events. A sloped armoring installation, if properly sited, designed and constructed, serves to dissipate incident wave energy with less reflection when compared to a vertical structure (a seawall).

Typically, and in accordance with prudent engineering practice as well as guidance offered by the U.S. Army Corps of Engineers (USACE) Shore Protection Manual and other similar design documents, such a structure is typically constructed with either available, appropriately sized armor 'units' comprised of rock/stone, or with pre-cast units that allow for a stable configuration and/or ease of installation and constructability.

Design practice as well as Florida laws and rules dictate that the structure be located as far landward as practical to provide both storm protection for the upland infrastructure as well as allowing for sediment movement to occur seaward of the structure without undermining the structure. Depending on the erosional stress that Rest Beach may be under as measured over time, there may or may not be any emergent (sandy) beach seaward of the structure for either recreational use/enjoyment by the public or for nesting marine turtles. The optimal location of the revetment will be likely be determined to be landward of the existing MHWL (i.e., at, near or possibly even slightly landward of the current vertical escarpment that exists at the shoreline). This process will be based in part on the results of the topographic/bathymetric survey, with additional consideration given to minimizing the need for grade changes or adverse impacts to existing upland infrastructure along the shoreline. It is noted that the existing shoreline is not perfectly linear along its entire footprint between the access way at the east and the White Street Pier and its infrastructure/foundational features to the west. There may be a logical 'tie-in' around the base of the Pier, but the parcel boundary and abrupt shoreline position change on the east side of the property may warrant consideration of an alignment shift (i.e., a transition/seaward 'jog' of the revetment as compared to the majority of its position along the shoreline to the west) at that location, if a direct connection to the (apparent) coastal armoring on the adjacent private property is not feasible.

Conceptual Design Alternatives and Cost Estimates

Tetra Tech will perform structural calculations sufficient for preparing preliminary typical sections of alternatives for quarried limestone and one alternative material of construction (cable-stayed, "Armorflex" or similar system). The conceptual design typical sections will be CAD drafted on 8½ x 11 inch size sheets for presentation and cost estimating purposes. The typical sections will not be construction quality and detailed specifications will not be included; however, the section drawings will contain material notes sufficient for cost estimating. Our initial (in advance of more detailed engineering evaluation) estimate of probable revetment construction cost will be presented in "dollars per linear foot of revetment" installed, including excavation of existing uplands to establish a reasonable final alignment, materials and equipment needed to place the armor units, backfilling, and (as an optional item) a thin cover of sand placed over the top of the structure at the time of construction – which would include some filling of voids between armor units.

Storm Erosion Modeling and Analysis

Tetra Tech understands that the FDEP will require, among other submittal requirements in order to process and approve an application for shoreline armoring, a demonstration of the vulnerability of Atlantic Boulevard to erosional impacts associated with a high-frequency (15-year return interval) storm event. The input parameters to a storm erosion model that will simulate changes to the beach and dune (upland) features will require a current beach profile (cross-section), which will be generated from the topographic and bathymetric survey data; input waves (which will be transformed from USACE Wave Information Study (WIS) hindcast offshore wave data; the median grain size of the sand on the existing shoreline will be determined by analyzing a surface grab of sediment obtained during the geotechnical investigation; design water level, which will be extrapolated from FEMA data; and, a storm hydrograph, which will be developed/scaled from the best available data or storms of record at or near the Rest Beach shoreline.

Preliminary discussion with engineering staff at the FDEP Bureau of Beaches and Coastal Systems suggests that SBEACH will be acceptable for conducting the simulation. SBEACH requires calibration of model coefficients through use of pre- and post-storm beach profiles together with storm characteristics that resulted in the erosion of the beach to yield the post-storm profile. We will search for such data, but do not anticipate finding any that will meet the modeling requirements. We therefore will run the model with developer-recommended default coefficient values and a range of coefficient values that 'bracket' the default values to provide a sensitivity analysis of the effects on beach profile erosion related to changes in the coefficient values. Depending upon the results, the sensitivity analysis may help in the discussion and interpretation of the model results with FDEP.

The beach and dune erosion model will be set up with the input parameters computed and acquired as described above, the model simulation will be conducted, and the model output will be summarized in a letter report. This report will include a brief description of the model and all input parameters, any assumptions made (where data gaps exist), and the findings of the model output. The latter will include plan and section view schematics showing the resultant shoreline impacts simulated by the high-frequency storm event.

Pre-Application Meeting with FDEP

Assuming the proposed armoring does not encroach to the current MHWL, authorization from the regulatory agencies will be limited to processing and (if favorably received and reviewed) issuance of a Coastal Construction Control Line (CCCL) permit issued by the FDEP Tallahassee office. The project would fall within the 50-ft setback as described in s. 161.052, F.S., and will require a variance from the Department.

Owing to the vital importance of the demonstration of vulnerability of Atlantic Boulevard, as the hurricane evacuation route for this shoreline segment, to damage from a 15-year return interval storm event, a meeting with FDEP CCCL Program and Engineering Program staff is critical to moving forward with preliminary and final design and permitting. Tetra Tech will organize, prepare for and lead/attend a pre-application meeting (conference) in Tallahassee. Staff of the Florida Fish and Wildlife Conservation Commission will also be included in the meeting owing to their review capacity with respect to marine turtle nesting habitat impacts that might be imposed by the structure. City staff attendance is *strongly* encouraged. Tetra Tech will prepare an agenda and exhibits to review with Department staff. The principal objective of this meeting is to obtain a clear understanding and confirmation of Department submittal requirements, issues/concerns with the proposed activity, and likely review and processing timelines. Following the meeting, Tetra Tech will prepare a meeting summary report for distribution to all attendees.

Task 3 Sloped Armoring Preliminary Evaluation Subtotal: $53,823.00

Task 4 – Preliminary Design and Permitting

Preliminary Design of Sloped Armoring

The conceptual design analysis of Task 3 will identify the preferred alternative for the sloped armoring. With the City's acceptance of the conceptual design analysis, we will proceed with the preparation of a 60% design development package for the sloped armoring. We will apply the USACE design guidance as found in the latest edition of their online *Coastal Engineering Manual.* Based upon the site conditions and design storm condition data gathered as part of the Task 3 modeling analysis, we will calculate the stability of armor and sublayer revetment elements as appropriate. Calculations will be provided as appendices to the preliminary design report.

The 60% design will include armor unit sizing, a general arrangement of the revetment system in the Rest Beach site, a typical revetment section and a compilation of primary revetment element specification requirements. These components will provide sufficient information to develop a 60% design opinion of the probable construction cost of the proposed armoring concept. We will document the results of the preliminary design work in a letter report. The drawings developed during this preliminary design will be suitable for use in the preparation of the FDEP permit preparation as outlined in the following subtask description.

FDEP Permit Application and Processing

At the pre-application meeting detailed in Task 3 above, we will confirm the submittal requirements with Department staff. As indicated, owing to the location of the proposed armoring, a CCCL Permit will be required. The state has jurisdiction under 161.052, Florida Statutes, for proposed construction along the beach/dune system within fifty feet of the MHW shoreline in Monroe County – as there is no actual established CCCL in the County. Our staff is quite familiar with both process and personnel associated with this program. However, as with any regulatory process, should there be concerns and/or if staff does not find the submitted application complete in accordance with both statute and Rule 62B-33, Florida Administrative Code, the Department will issue a Request for Additional Information (RAI) within 30 days of receipt of an application; all responses would be reviewed with the City and staff concurrence obtained prior to submittal.

Tetra Tech will prepare and transmit a draft of the CCCL/Fifty-Foot Setback application to the City for review and comment prior to transmittal to the Department. **The City shall be responsible for the application/processing fee, estimated at $8,600; the fee amount will be verified with Department staff at the pre-application meeting.**

While we will prepare as thorough an application as practicable, it is possible that the Department will submit a Request for Additional Information (RAI) pertaining to the file. We have assumed for this proposal that Tetra Tech will respond to one (1) RAI, and that such RAI will consist of minor, clarification-type questions. Should more detailed informational request(s) ensue, we would need to provide a separate labor hour estimate to respond to such. This task also assumes that a USACE Dredge and Fill permit will not be required. Due to the variability of the permitting process, this level of effort does not guarantee permit issuance.

Once the Department deems the application complete and begins to process the file, a Tetra Tech Senior Coastal Engineer will request information from Department staff regarding the anticipated conditions to be included in the permit. A brief review of the permit will be conducted and the City will be notified of any conditions that appear to be problematic or unreasonable; should this be the case, an attempt will be made to negotiate the final permit conditions with the permit processor and senior Department management.

Task 4 Preliminary Design and Permitting Subtotal: $51,686.00

Task 5 – Final Design/Plans and Specifications

The preliminary design for the shoreline armoring project (developed under Task 4) represents a nominal 60% design development package. The design will be further developed under this task. Tetra Tech will refine the design drawings and will develop the technical and environmental specifications for the revetment construction document package. It is assumed that the administrative sections of the project contract documents ("front-end" components – e.g., advertisement, payment and performance bonds, and liquidated damages) will be developed by the City based upon its standard construction contract requirements. Tetra Tech will submit the following packages to the City of Key West for review and comment:

- 90% design drawings and draft technical and environmental specifications based upon City comments on the preliminary design package of Task 4; and,
- 100% design drawings and final specifications that incorporate the City review comments on the 90% design package and draft technical/environmental specifications.

Task 5 Final Design/Plans and Specifications Subtotal: $27,807.00

Task 6 – Bid Phase Support

In preparation of advertising the project to prospective bidders, Tetra Tech will provide assistance to the City during the bid phase. We will assist the City with the preparation of the bid notice. This will include development of the bid schedule (and bid alternative, if identified as prudent), and preparation of a certification statement that the plans and specifications have been prepared under the direction of a registered Florida Professional Engineer.

Tetra Tech will assist the City in preparation for, and conduct of, a (presumed at this writing to be) mandatory Pre-Bid Meeting. This will include a PowerPoint presentation summarizing the proposed Project and highlighting certain relevant permit conditions. Tetra Tech will provide responses to prospective bidders at the meeting if such questions can be reasonably answered at the meeting. Should additional research be required, written responses will be provided within a reasonable period of time after the Pre-Bid.

Should questions posed either at the Pre-Bid or within a stipulated timeframe during the bid solicitation period that warrant clarification or additional details, Tetra Tech will prepare the necessary documents to be included by the City in a bid addendum. It is anticipated for budget purposes that the scope and scale of this project is such that a single addendum may be required.

Upon receipt of sealed bids and confirmation of bid pricing by City staff is complete, Tetra Tech will review the bid schedule tabulation and will conduct telephone checks on two to four references furnished by the apparent lowest responsible/responsive bidder. Should these actions indicate favorably, Tetra Tech will prepare a written recommendation of award to the City.

Task 6 Bid Phase Support Subtotal: $12,053.00

Project Deliverables

The following work products will be provided to the City:

Task 1 – SPT boring logs (2) and surficial sediment grab samples (3) analysis;

Task 2 – Topographic, boundary and FDEP Permit surveys

Task 3 – Conceptual design drawings and preliminary/initial estimate of probable construction cost; storm erosion modeling letter report; pre-application meeting summary report

Task 4 – Preliminary design letter report and drawings; FDEP permit application

Task 5 – Final design drawings and technical/environmental specifications

Task 6 – Pre-Bid Meeting preparation and attendance; preparation of bid addendum; review of submitted bids and recommendation of contract award

Fee Estimate

We propose to complete this scope of services on a time and materials basis in accordance with our contract terms and conditions. A detailed breakdown of costs is provided as Attachment 1.

Attachment 1

City of Key West Shoreline Armoring Rest Beach 1/29/16			Task 1 Geotechnical Investigation		Task 2 Topographic, Boundary, FDEP Permit Surveys		Task 3 Sloped Armoring Evaluations		Task 4 Preliminary Design and Permit Services		Task 5 Final Design		Task 6 Bid Support		TOTAL	
BILLING CLASS	NAME	UNIT RATE	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST
Tetra Tech Staff																
Tech Prof I	S. Stotler-Hardy	$ 95.00	3.0	$285	3.0	$285	5.0	$475	5.0	$475	12.0	$1,140	6.0	$570	34.0	$3,230
Tech Prof I	R. Garland	$ 95.00	5.0	$475	5.0	$475	-	$0	-	$0	-	$0	-	$0	10.0	$950
Sr. Tech Prof II	T. Malone	$ 158.00	6.0	$948	4.0	$632	-	$0	-	$0	-	$0	-	$0	10.0	$1,580
Sr. Project Manager	S. McGahee	$ 192.00	-	$0	-	$0	8.0	$1,536	8.0	$1,536	8.0	$1,536	24.0	$4,608	48.0	$9,216
Tech Prof I	F. Martinez-Rivera	$ 95.00	12.0	$1,140	12.0	$1,140	24.0	$2,280	-	$0	24.0	$2,280	-	$0	72.0	$6,840
Sr. Tech Prof III	A. McDonald	$ 179.00	3.0	$537	-	$0	-	$0	-	$0	-	$0	-	$0	3.0	$537
Sr. Project Manager	M. Barnett	$ 192.00	2.0	$384	2.0	$384	56.0	$10,752	48.0	$9,216	16.0	$3,072	24.0	$4,608	148.0	$28,416
Sr. Tech Prof II	D. Calapinski	$ 158.00	-	$0	-	$0	80.0	$12,640	56.0	$8,848	36.0	$5,688	-	$0	172.0	$27,176
Sr. Tech Prof I	J. Davis	$ 125.00	-	$0	-	$0	184.0	$23,000	176.0	$22,000	76.0	$9,500	8.0	$1,000	444.0	$55,500
Tech Prof I	A. Ronne	$ 95.00	-	$0	-	$0	32.0	$3,040	84.0	$7,980	30.0	$2,850	-	$0	146.0	$13,870
-	-	$ -	-	$0	-	$0	-	$0	-	$0	-	$0	-	$0	-	$0
TOTAL LABOR COST			31.0	$3,769	26.0	$2,916	389.0	$53,723	377.0	$50,055	202.0	$26,066	62.0	$10,786	1,087.0	$147,315
EXTERNAL SUBCONTRACTOR																
Atlantas and Associates		$ 7,650.00	1.0	$7,650	-	$0	-	$0	-	$0	-	$0	-	$0	1.0	$7,650
AVIROM Land Surveying		$ 10,964.00	-	$0	1.0	$10,964	-	$0	-	$0	-	$0	-	$0	1.0	$10,964
			-	$0	-	$0	-	$0	-	$0	-	$0	-	$0	-	$0
TOTAL EXTERNAL SUBCONTRACTOR				$7,650		$10,964		$0		$0		$0		$0		$18,614
TRAVEL																
R/T Airfare		$ 650.00	-	$0	-	$0	-	$0	-	$0	1.0	$650	1.0	$650	2.0	$1,300
Mileage/Gas		$ 0.54	550.0	$297	550.0	$297	-	$0	700.0	$378	-	$0	-	$0	1,800.0	$972
Rental Car w/Fuel		$ 75.00	1.0	$75	1.0	$75	-	$0	3.0	$225	2.0	$150	1.0	$75	8.0	$600
Misc Travel Costs		$ 50.00	1.0	$50	1.0	$50	-	$0	3.0	$150	1.0	$50	1.0	$50	7.0	$350
Lodging		$ 265.00	1.0	$265	1.0	$265	-	$0	2.0	$530	2.0	$530	1.0	$265	7.0	$1,855
Meals & IE		$ 71.00	1.0	$71	1.0	$71	-	$0	3.0	$213	2.0	$142	1.0	$71	8.0	$568
TOTAL TRAVEL COSTS				$758		$758		$0		$1,496		$1,522		$1,111		$5,645
OTHER DIRECT COSTS			-	$0	-	$0	-	$0	-	$0	-	$0	-	$0		
Shipping/Postage		$ 5.00	-	$0	-	$0	-	$0	-	$0	-	$0	-	$0	-	$0
Information Services		$ 2.70	29.0	$78	24.0	$65	37.0	$100	13.0	$35	44.0	$119	30.0	$81	177.0	$478
Reproduction - Bk/W		$ 0.08	-	$0	-	$0	-	$0	200.0	$16	200.0	$16	150.0	$12	550.0	$44
Reproduction - Color		$ 0.42	-	$0	-	$0	-	$0	200.0	$84	200.0	$84	150.0	$63	550.0	$231
Misc. Equip & Supplies		$ 150.00	-	$0	-	$0	-	$0	-	$0	-	$0	-	$0	-	$0
TOTAL OTHER DIRECT COSTS				$78		$65		$100		$135		$219		$156		$753
GRAND TOTAL				$12,255		$14,703		$53,823		$51,686		$27,807		$12,053		$172,327

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants
2608 W 84 Street, Hialeah, FL 33016
PH 305-825-2683, FX 305-825-2686

January 28, 2016
Proposal No.: 16-3044

Mr. Stuart E. McGahee, P.E.
Tetra Tech
759 S. Federal Highway, Suite 314
Stuart, FL 34994

PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES
BEACH RESTORATION
KEY WEST, FL

In accordance with your request, we are pleased to submit our proposal to perform subsurface explorations and geotechnical studies for the above project. The purpose of the exploration is to obtain general subsurface soil information so that recommendations can be provided for geotechnical properties, and other geotechnical aspects of the project.

We understand that your project will consist of a Beach Restoration / Armoring project. Based on our experience with subsurface conditions in the general site vicinity and your request, we will perform two (2) Standard Penetration Test (SPT) borings to a depth of about 30 feet below existing ground surface. In addition, we will obtain three (3) grab samples of the beach/dune material for laboratory testing.

An engineering report will be prepared which will present the findings of our exploration and our recommendations for site preparation and foundation design.

It is our understanding that the boring locations will be accessible to our truck-mounted drilling equipment. Also notice that clearance for utilities within the subject property will be provided prior to drilling operations. Ardaman & Associates, Inc will not be responsible for repair, damage or lack of service to utilities caused by our drilling operations inside a private property on a utility not clearly marked by the utility company.

The estimated cost of our geotechnical services for this project is as follows:

- Mobilization (include round trip, hotel, per diem).....$2,000
- Utility Clearance/Staking/Site Coordination.....$800
- Drilling SPT boring with casing
  2 SPTs to 30'.....$1,500
- Coring
  2 cores per boring, total 20' of casing.....$750
- Laboratory.....$1,600
  - Gain Size (3)
  - Organic Content (1)
  - Moisture Content (6)
  - Unconfined Compression (4)
  - Carbonate Content (2)
  - Engineering/ description/ statistical analysis
- Engineering Report.....$1,000
- **Total.....$7,650**

Weather conditions permitting, we will start the field exploration program within ten working days after receiving your authorization to proceed.

Should we encounter conditions on the site that warrant more investigative effort than anticipated, we will inform you immediately. We will not proceed with additional work without your approval.

Please contact us if you should have any questions concerning the scope of work or the fee estimate.

If the terms above are acceptable to you, please return one signed copy of our Proposal Acceptance Form as an indication of your acceptance and authorization to proceed with the work.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.

Evelio Horta

Evelio Horta, Ph.D., P.E., G.E.
Vice President

Ardaman & Associates, Inc.

PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Restoration / Armoring Project

Project Location Key West, FL

Proposal Number and Date 16-3044, January 28, 2016

Description of Services Geotechnical Engineering Services

Estimated Fee **$7,650.00**

PROPERTY OWNER IDENTIFICATION: (who we will invoice for the work)

Name_____

Property Identification Number_____

Address_____

City/State_____ Zip Code_____ Phone_____

Attention_____ Title_____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims against Ardaman & Associates, Inc.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the following page of this Proposal, including Ardaman & Associates, Inc.'s limitation of liability provision, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this_____ day of_____, 2016

_____

(Print or type individual, firm or corporate body name)

_____

(Signature of authorized representative)

_____

(Print or type name of authorized representative and title)

GENERAL CONDITIONS – LOUISIANA

Parties And Scope Of Work: Ardaman & Associates, Inc. (hereinafter referred to as "A&A") shall include said company, its individual professionals, employees, agents, division, subsidiary, parent or affiliate performing the Work. "Work" means the specific services to be performed by A&A as set forth in A&A's proposal, the Client's acceptance thereof, both incorporated herein by this reference, and these General Conditions. "Client" refers to the person or business entity ordering the Work to be done by A&A. If the client is ordering the Work on behalf of a third party, the Client represents and warrants that the Client is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event Client is not the authorized agent of said third party, Client agrees that he shall be individually liable hereunder. Further, Client shall disclose any such agency relationship to A&A in writing before the commencement of A&A's Work hereunder. Client agrees that A&A's professional duties are specifically limited to the Work as set forth in A&A's proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client's intended purpose. A&A's Work is for the exclusive use of client, and its properly disclosed principal. In no event shall A&A have any duty or obligation to any third party. Directing A&A to proceed with the Work shall constitute acceptance of the terms of A&A's proposal and these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing ("CMT"), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the location and frequency of sampling and testing. In such On-Call testing, A&A's test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume any duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold A&A harmless from any third party claim arising from damage to existing man-made objects.

Warranty and Limitation of Liability - A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall A&A be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages or lost profits, loss of business, loss of financing, or loss of bonding capacity or loss of reputation damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or $50,000.00, whichever is greater. Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of A&A's liability by agreeing to pay A&A an additional sum as agreed in writing prior to the commencement of A&A's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. Client affirmatively represents that Client understands this warranty and limitation of liability provision.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A's report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), A&A will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A's professional opinion, are justified to preserve and protect the health and safety of A&A's personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against A&A arising from A&A's discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – To the greatest extent permitted by law, Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client's contractors, representatives, agents and employees.

Legal Jurisdiction – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification, arising out of A&A's Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of A&A's final invoice for acts or failures to act occurring after substantial completion of the Work. Both A&A and Client agree that the laws of the State of Florida shall govern any disputes arising from this Agreement without regard to principles of conflicts of law. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

1/22/16

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

January 28, 2016

Via E-Mail- *Michael.Barnett@TetraTech.com*

Michael R. Barnett, P.E., D.CE
Senior Coastal Engineer & Project Manager
Tetra Tech
61 St. Joseph Street, Suite 550
Mobile, AL 36602

Re: Rest Beach Park, Key West, Monroe County Florida 33040 – Revision 3 Boundary Survey, DEP Permit Survey and Topographic Survey.

Dear Mike:

Subsequent to your request, we will provide a Boundary Survey, DEP Permit Survey, and Topographic Survey at the following site:

Rest Beach, (Alternate Key 1065021, Monroe County Property Appraiser) located at 1300 Atlantic Boulevard, Key West, Monroe County, Florida.

Scope

Limits

The limits shall be from the north edge of White Street Pier to the south, extending westerly to the centerline of Atlantic Boulevard, extending easterly beyond the Mean High Water Line of the Atlantic Ocean to a depth of -4.00 feet and extending northerly to the north line of the parcel boundary.

Upland Boundary Survey

Boundary Survey shall be performed and certified in accord with Chapter 472, Florida Statutes and will meet Florida Minimum Technical Standards, Chapter 5J-17 F.A.C. This proposal does not include obtaining a title report or researching the public records for easements. If easements created by instruments are provided to us, we shall delineate them on the survey if applicable. Legal Descriptions of the properties to be surveyed shall be provided by the client prior to

402 APPELROUTH LANE, SUITE 2E, KEY WEST, FLORIDA 33045
[305] 294-7770 WWW.AVIROMSURVEY.COM

mobilization; otherwise we shall utilize the most current legal descriptions available from the Monroe County Property Appraiser's Office.

DEP Permit Survey

We will provide a DEP Permit Survey based on the Survey Requirements according to Rule 62B-33.0081, Florida Administrative Code. We will map the seaward limits of improvements on the adjacent properties immediately to the north and south of the project (as required by the FDEP).

We shall establish the 50 foot setback line relative to the location of the Mean High Water Line, because the CCCL has not been established in Monroe County.

We are not qualified to identify or determine the categories of the seaward line of vegetation; however we will coordinate with the client's consultant to locate the various seaward limits of vegetation, which will be added to our survey.

Obtain necessary spot elevations to map a 1' contour. Cut and obtain cross sections along transects perpendicular to the centerline of the adjacent roadway (including crown of road elevations) on 100 foot stations, extending easterly to the mean high water line (continuing to a depth of -4.00). This survey will not be a Mean High Water Survey pursuant to the Coastal Mapping Act of 1974, Chapter 177, Part II Florida Statutes. We will map the Mean High Water Line as a contour, plot the 0' contour line, calculate and delineate on our drawing the Seasonal High Water Line.

Upland Topographic Survey

Establish a minimum of two (2) North American Vertical Datum of 1988 (NAVD 88) benchmarks at the site, referenced to a published Benchmark Network by the National Geodetic Survey (NGS). The benchmarks shall also be horizontally referenced to the North American Datum of 1983 (NAD 83-2011) Epoch 2010.00, and tied to the National Geodetic Survey Geodetic Control Network.

Obtain sufficient elevations to define the existing topography in detail, including significant grade changes, finish floor and garage elevations, if any. The elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD 88) and tied to the National Geodetic Survey (NGS) benchmark network as required by the Department of Environmental Protection. Spot elevations shall be taken along the crown of the adjacent road to define the highest point.

We shall locate all above ground improvements including, but not limited to buildings, pavement, ramps, driveways, steps, doors, gates, top of curb, bottom of curb, flow line, edge of pavement, bottom of gutter, front of walk, back of walk, finish floor and above ground evidence of utility. Utility locations will include rim elevations, fire hydrants, water valves, meter boxes,

vaults, electrical outlets and irrigation system. We will also locate wells and main irrigation valves, but will not locate individual sprinkler heads.

There is no provision for the excavation, probing or location of underground utilities, structures or improvements. Utilities shall be located to the extent that they are above ground and visible. There is no provision in this contract to enter structures to obtain information.

All work shall be performed in accordance with the Standards of Practice as defined in Chapter 5J-17, Florida Administrative Code.

Deliverable

We shall provide four (4) signed and sealed hard copies of the survey, including an electronic PDF file and an AutoCAD 2014 or lower drawing file of the survey.

Time Frame

We can have the project completed within four (4) weeks from a Notice to Proceed.

Fee:

The itemized fees to perform the above services are:

1. Boundary Survey
   - Survey Field Crew – 4.48 hours @ $125.00 per hour ..... $ 560.00
   - CADD Drafting – 4 hours @ $85.00 per hour ..... $ 340.00
   - Professional Land Surveyor – 1 hour @ $100.00 per hour ..... $ 100.00
2. DEP Permit Survey in accord with Rule 62B-33.0081
   - Survey Field Crew – 17.72 hours @ $125.00 per hour ..... $ 2,215.00
   - CADD Drafting – 11 hours @ $85.00 per hour ..... $ 935.00
   - Professional Land Surveyor – 3.5 hour @ $100.00 per hour ..... $ 350.00
3. Topographic Survey
   - Survey Field Crew – 29 hours @ $125.00 per hour $3,625.00
   - CADD Drafting – 25 hours @ $85.00 per hour ..... $ 2,125.00
   - Professional Land Surveyor – 4.14 hour @ $100.00 per hour ..... $ 414.00
4. Principal
   - Administrative/Billing – 2 hours @ $150.00 per hour ..... $ 300.00

TOTAL $10,964.00

The above costs are based on performing the above survey services in conjunction with each other. Additional mobilization costs will incur if individual items are performed separately.

General Conditions:

1. *All invoices are due and payable in full upon receipt. Surveyor reserves the right to withhold certified prints and files to client or client's consultants until payment is made in full. If payment is not received within 10 days of the invoice date, a late charge may be added to the invoice in an amount not to exceed 1½ percent per month on the outstanding balance. If payment is not received within 45 days of the invoice date, Surveyor may terminate this agreement or suspend work under the agreement until payments have been made in full. The undersigned agrees to pay reasonable attorney fees up to 50% and all costs and expenses incurred by Avirom & Associates, Inc. in the collection of any past due obligation of the undersigned pursuant hereto.*
2. *Electronic data files furnished by Avirom & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Avirom & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The client may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.*
3. *Copies in excess of four prints, Federal Express, deliveries and out-of-pocket expenses will be charged to client at cost. Additional prints will be charged at $5.00 per print.*
4. *Revisions to survey requested by governmental agencies that are more stringent than Standards of Practice as set forth in Chapter 5J-17 FAC pursuant to Section 472 Florida Statutes will be an additional expense to client based on our current hourly rates.*

We thank you for the opportunity to submit this proposal and we look forward to working with you on this project.

Should you have any questions or comments, please feel free to contact me.

Respectfully,

Keith M. Chee-A-Tow, P.L.S.
Project Surveyor

If this proposal is acceptable, please execute the signature below and return one (1) copy for our files.

THESE CONDITIONS ARE ACCEPTABLE, AND I HEREBY AUTHORIZE YOU TO PROCEED.

_____ _____

Michael R. Barnett, P.E., D.CE
Tetra Tech

Date

Keith's Documents\Proposal\Keys\City of Key West\Current\Rest Beach\Rest Beach R-3.docx

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		Staff 1	Staff 2	Staff 3		AirQuest
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	15	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 Total	% of Total Possible Points
Other Certificates	5	5	3	3		
Total Points	100	80	65	72	217	72%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
David Douglas		Staff 1	Staff 2	Staff 3		David Douglas
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 Total	% of Total Possible Points
Other Certificates	5	5	3	3		
Total Points	100	30	45	58	133	44%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
Langan		Staff 1	Staff 2	Staff 3		Langan
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 Total	% of Total Possible Points
Other Certificates	5	5	3	3		
Total Points	100	85	60	79	224	75%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
AMEC		Staff 1	Staff 2	Staff 3		AMEC
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	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 Total	% of Total Possible Points
Other Certificates	5	2	4	3		
Total Points	100	54	80	82	216	72%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
E Sciences		Staff 1	Staff 2	Staff 3		E Sciences
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	23		
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 Total	% of Total Possible Points
Other Certificates	5	5	3	3		
Total Points	100	98	86	65	249	83%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
SWC		Staff 1	Staff 2	Staff 3		SWC
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	23		
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 Total	% of Total Possible Points
Other Certificates	5	5	3	2		
Total Points	100	90	74	64	228	76%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
AMEC		Staff 1	Staff 2	Staff 3		AMEC
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 Total	% of Total Possible Points
Other Certificates	5	5	5	3		
Total Points	100	81	54	56	191	64%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
GLE		Staff 1	Staff 2	Staff 3		GLE
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 Total	% of Total Possible Points
Other Certificates	5	5	3	3		
Total Points	100	70	64	84	218	73%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
SPECCO		Staff 1	Staff 2	Staff 3		SPECCO
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 Total	% of Total Possible Points
Other Certificates	5	5	3	3		
Total Points	100	85	56	51	192	64%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
Atkins		Staff 1	Staff 2	Staff 3		Atkins
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 Total	% of Total Possible Points
Other Certificates	5	5	6	4		
Total Points	100	100	88	92	280	93%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
GM Selby		Staff 1	Staff 2	Staff 3		GM Selby
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 Total	% of Total Possible Points
Other Certificates	5	3	3	3		
Total Points	100	91	78	87	256	85%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
Terracon		Staff 1	Staff 2	Staff 3		Terracon
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 Total	% of Total Possible Points
Other Certificates	5	5	3	3		
Total Points	100	95	51	79	225	75%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
Bureau Veritas		Staff 1	Staff 2	Staff 3		BV
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	15		
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	4	6	5	Grand Total	% of Total Possible Points
Other Certificates	5	5	3	2		
Total Points	100	84	59	52	195	65%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
Hazelton		Staff 1	Staff 2	Staff 3		Hazelton
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 Total	% of Total Possible Points
Other Certificates	5	5	3	3		
Total Points	100	85	53	87	225	75%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
Tetra Tech		Staff 1	Staff 2	Staff 3		Tetra Tech
Specialized experience and technical competence of the firm in the discipline of Environmental Engineering.	40	40	15	17		
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 Total	% of Total Possible Points
Other Certificates	5	5	3	3		
Total Points	100	100	64	68	232	93%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
CSA		Staff 1	Staff 2	Staff 3		CSA
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 Total	% of Total Possible Points
Other Certificates	5	5	3	2		
Total Points	100	75	59	50	184	61%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
PM		Staff 1	Staff 2	Staff 3		PM
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 Total	% of Total Possible Points
Other Certificates	5	5	3	2		
Total Points	100	60	54	49	163	54%

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				
Weston Sampson		Staff 1	Staff 2	Staff 3		Weston Sampson
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 Total	% of Total Possible Points
Other Certificates	5	5	3	4		
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".

WITNESSETH, 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 sha ll a ssist 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

____ Day of _____, 2015

James Scholl, City Manager

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" S-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 Procter
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.

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

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

Jupiter

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#:

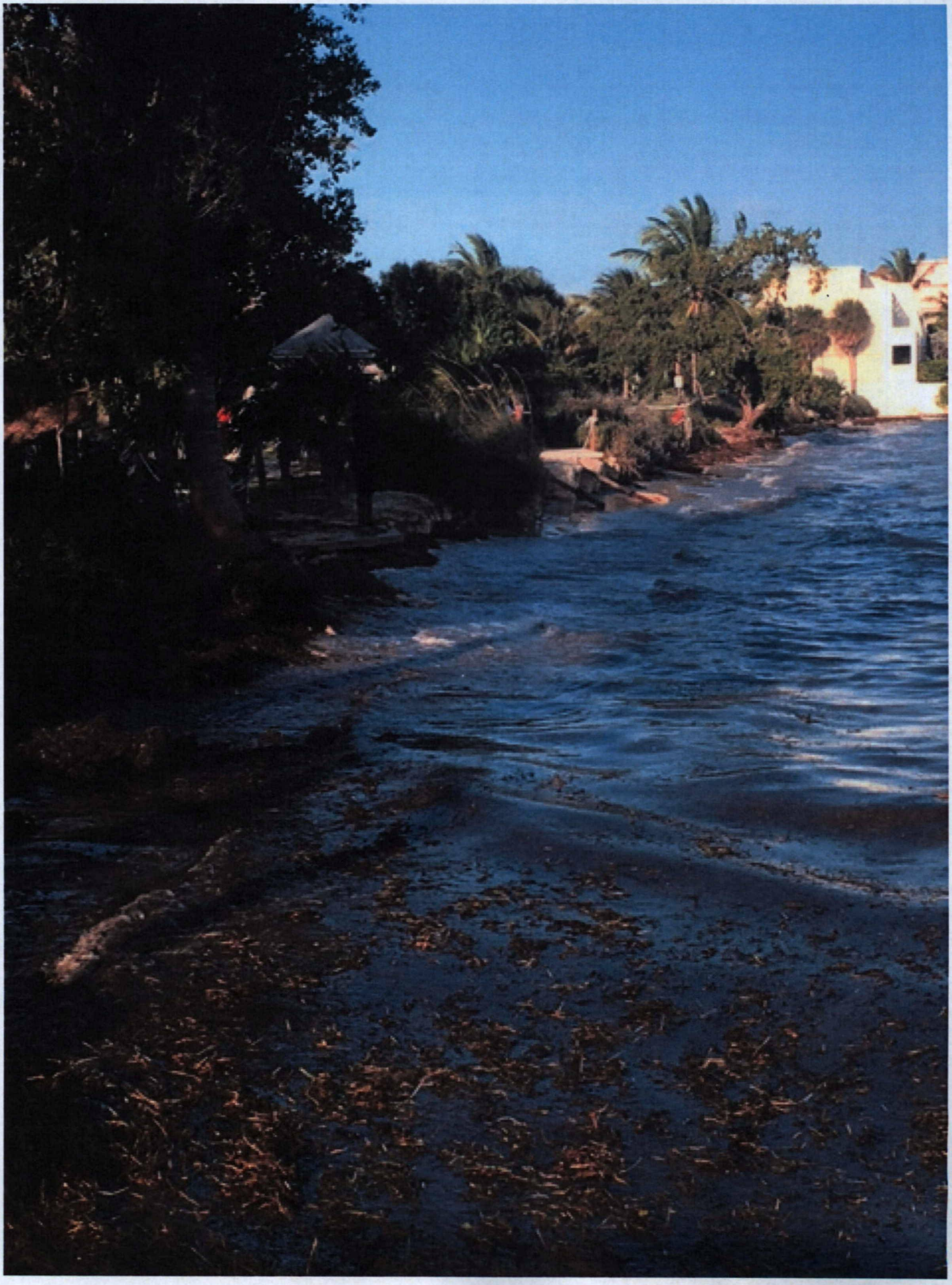
PROPOSED SCOPE OF WORK:

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) Include 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__

Project No.: __ TTEC 1/29-15

Subcontractor Subsurface Environmental Inc_____

Subcontract Mailing Address: _P.O. Box 8626 Port St lucie Florida 34985_____

Signature and Title of Person Submitting Quote: _Shawn Ouellette_____ 1/29/2015