

RESOLUTION NO. 15-333

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING TASK ORDER #3 UNDER THE CITY'S ENVIRONMENTAL ENGINEERING SERVICES CONTRACT WITH TETRA TECH, INC. IN A TOTAL AMOUNT NOT TO EXCEED \$46,955.00 FOR ENGINEERING AND DESIGN SERVICES ASSOCIATED WITH THE SEAWALL REPAIR AND STABILIZATION TRUMAN WATERFRONT, NOAA'S DR. NANCY FOSTER FACILITY PROJECT; 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 task order for Engineering and Design Services associated with the Seawall Repair and Stabilization Truman Waterfront, NOAA's Dr. Nancy Foster Facility Project, under the City's Environmental Engineering Services Contract with Tetra Tech, Inc. is hereby approved in an amount not to exceed \$46,955.00.

Section 2: For this project budgeted funds will be allocated from account 101-4303-543-63-00 Project TR1503.

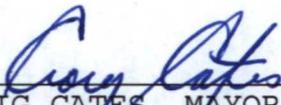
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17 day of November, 2015.

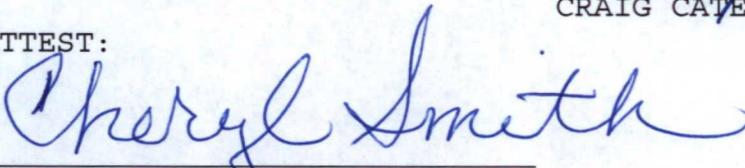
Authenticated by the Presiding Officer and Clerk of the Commission on 18 day of November, 2015.

Filed with the Clerk on November 18, 2015.

| | |
|------------------------------|------------|
| Mayor Craig Cates | <u>Yes</u> |
| Commissioner Sam Kaufman | <u>Yes</u> |
| Commissioner Clayton Lopez | <u>Yes</u> |
| Commissioner Richard Payne | <u>Yes</u> |
| Commissioner Margaret Romero | <u>Yes</u> |
| Commissioner Billy Wardlow | <u>Yes</u> |
| Commissioner Jimmy Weekley | <u>Yes</u> |


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041 (305) 809-3883

TO: Jim Scholl, City Manager
FROM: Terrence Justice - Engineering
DATE: October 20, 2015
RE: NOAA Seawall Repair – Survey, Design and Permitting

ACTION STATEMENT:

Approving Task Order #3 to TetraTech, Inc. (TetraTech) for Engineering and Design Services associated with the *Seawall Repair and Stabilization Truman Waterfront, NOAA's Dr. Nancy Foster Facility* in the amount of \$46,955.

BACKGROUND:

The existing Truman Waterfront seawall near the National Oceanographic and Atmospheric Administration (NOAA) Dr. Nancy Foster complex and the Truman waterfront boat launch has been undermined due to scouring hydraulic action and has deteriorated due to age.

The City accepted Task Order #1 from TetraTech to provide geotechnical survey, engineering cost estimate, and a proposed design solution for permanent repairs to the deteriorated existing seawall. The resulting deliverable, *Project TR1503 Seawall Repair & Replacement Options*, is attached.

The City subsequently requested and received Task Order #3 from TetraTech to prepare a design, specifications, and "scope of work" documents to be included in a City ITB solicitation package. Supporting work includes a riparian and benthic survey, Army Corps of Engineers (ACOE) and Florida Department of Environmental Protection (FDEP) permit application preparation and submittal. If approved, the services associated with this task order will be in accordance with the Environmental Engineering Services Agreement between TetraTech and the City, as authorized by Resolution 14-359 (attached).

The Scope of Work and deliverables for Task Order #3 are as follows:

Key to the Caribbean – Average yearly temperature 77°

MEMORANDUM

- Conduct a bathymetric and riparian survey from the seawall 100 feet into the basin for the entire length of seawall to be constructed (approximately 350 lineal feet).
- Utilize Ground Penetrating Radar (GPR) and other electromagnetic sensing techniques to locate all existing tie-back structures without excavation.
- Prepare and submit permit applications and drawings for ACOE and FDEP permits.
- Prepare a comprehensive Scope of Work document including construction specifications and drawings for inclusion in a City-prepared Invitation to Bid (ITB) package soliciting contractors to perform the seawall replacement.

Staff has reviewed this proposal and finds that the cited rates and costs are compliant with the Environmental Engineering Services Agreement referenced above. Staff has also reviewed the proposed labor mix and proposed labor hours for the proposed labor categories and find such consistent with the subject task order.

PURPOSE AND JUSTIFICATION:

Approval of Task Order #3 for Truman Waterfront Seawall Repair and Stabilization aligns with elements of these stated goals of the City's Strategic Plan:

- Infrastructure Goal #4 — Long term sustainability of the City's hard assets.
- Government Goal #3 — Cooperative planning efforts among government agencies (City, NAS Key West and NOAA).

FINANCIAL ISSUES

Upon Commission approval, budgeted funds will be allocated from account 101-4303-543-63-00 Project TR1503, for issuance of a Purchase Order to Tetra Tech, Inc. in the amount of \$46,955.

RECOMMENDATION

Staff recommends approval of Task Order #3 to TetraTech, Inc. for engineering and design services associated with the *Seawall Repair and Stabilization Truman Waterfront, NOAA's Dr. Nancy Foster Facility* in the amount of \$46,955.



October 2, 2015

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

**Subject: Permitting / Engineering Services
Supporting the Truman Seawall Replacement (TR1503)**

Dear Mr. Bouquet,

Please find attached our statement of work for the permitting and engineering services supporting the proposed replacement of the Truman seawall. This proposal is being issued 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 include coordination with a local surveyor, preparation of permit applications and **supporting exhibits, and preparation of construction documentation needed to support the City's Invitation to Bid** for this work. We have attached copies of the quotes from the surveyor (AVIROM) and the ground detection service (GHD) for your convenience.

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

Sincerely,

A handwritten signature in cursive script that reads 'Shauna Stotler-Hardy'.

Shauna Stotler-Hardy
Project Manager

cc: Terrence Justice, City of Key West
Stuart E. McGahee, Tetra Tech



PROPOSAL STATEMENT OF WORK

PROJECT: TR1503 ENGINEERING SERVICES TO SUPPORT SEAWALL REPLACEMENT

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 Lump Sum 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.
October 2, 2015



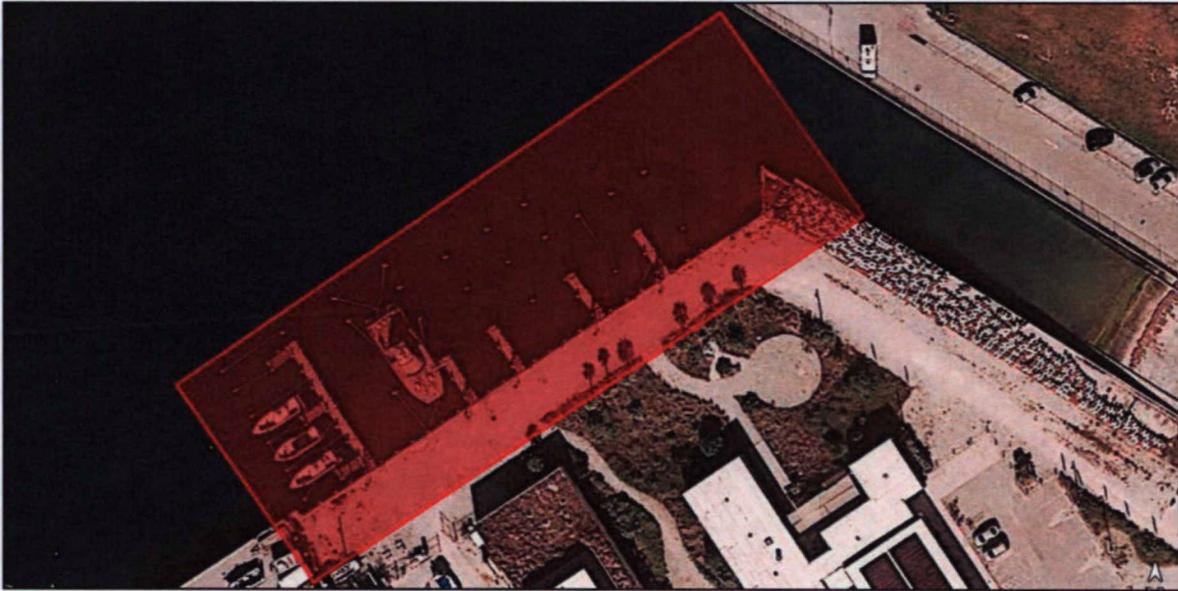
759 South Federal Highway, Suite 314 Stuart, FL 34994
Tel 772.781.3400 Fax 772.781.3411 www.tetrattech.com



PROPOSAL / STATEMENT OF WORK

Tetra Tech will work with the City of Key West (City) to assemble the construction documentation needed to facilitate the upgrade of the existing (350 FT) seawall located adjacent to the boat ramp behind the Florida Keys National Marine Sanctuary (FKNMS) Key West Office, Key West, Florida.

ENGINEERING SERVICES TO SUPPORT DESIGN BUILD OF TRUMAN SEAWALL REPLACEMENT



Insert: Limits of Survey

1. Bathymetric and Riparian Survey

Tetra Tech has contacted a local surveyor (Avirom & Associates, Inc.) and has been provided a proposal to collect the riparian and bathymetric survey data necessary for the preparation of the final permit-ready plans and project construction documents. The survey will be used as the base for permit plans. A digital version can also be provided to the contractor so they can use it to prepare any necessary design shop drawing submittals. The survey is expected to take **3-4 weeks from notice to proceed (NTP)** to complete and will include the following:

1. Horizontal and vertical control data from the seawall into the basin (100-feet)
2. Horizontal and vertical control data for upland facilities within (30-feet) landward of the seawall
3. The location of utilities within (30-feet) of the seawall
4. The location of all of the support piles and existing dock structures along the wall
5. The location of the seawall repair footers at the toe of the wall
6. The riparian boundaries – to identify the required setbacks on the permit applications
7. Surveyor shall collect enough data to produce an accurate cross section from 30-feet upland to 100-feet water-ward anywhere along the wall

The surveyor has also included in their bid a proposal from *Ground Hound Detection Services* who will use Ground Penetrating Radar (GPR) in an attempt to locate the tie-back systems supporting the existing wall. If they are successful locating the tie-backs they will mark the locations on the ground and will coordinate with Avirom to collect these locations and add them to the survey.

Survey and GPR Subtotal: \$ 15,682



2. Permit Drawings

Once the bathymetric and riparian survey has been completed and the exact configuration of the existing seawall, dock structures, and toe repairs is known, a determination can be made for how far water ward to place the proposed seawall. Tetra Tech will create plans that show the proposed location of the new seawall and the wall-returns that will be presented to the permitting agencies (see Task 3 below) for their review and consideration.

Using these plans Tetra Tech will also show the proposed modifications to the orientation of the wall nearest the boat ramp. Presently the intention is to remove the triangular point altogether and replace it with a perpendicular tie-in to the existing boat ramp wall. The permit drawings are expected to be completed approximately 2-weeks after the receipt of the survey, or **6-weeks after the NTP**.

The permit drawings will be formatted to 8 1/2" x 11" paper for submittal to the agencies. These permit drawings will include (but may not be limited to) the following:

1. Existing conditions
2. Existing resources with input from NOAA
3. Riparian survey limits
4. Proposed demolition
5. Proposed turbidity protection
6. Proposed storm water pollution prevention plan
7. Proposed excavation locations and volumes (if any)
8. Proposed fill locations and volumes - between existing and proposed walls
9. Special construction conditions & details

Subtotal: \$ 9,779

3. Permit Applications

Tetra Tech will coordinate with the City of Key West, the National Oceanographic and Atmospheric Administration (NOAA), the Florida Department of Environmental Protection (FDEP), and the US Army Corps of Engineers (USACE), and assist with the preparation of state and federal permit applications needed for the contractor to start work. Tetra Tech will submit applications and will pay the applicable application fees to the following agencies:

- US Army Corp of Engineers / USACE Dredge & Fill Permit (There is no Application fee).
- Florida Department of Environmental Protection / FDEP ERP (Application fee: \$450)

Tetra Tech will attend one pre-application meeting and coordinate with NOAA and the FKNMS during the permitting process. The proposed cost included preparing responses to two (2) RAI's per agency (FDEP and USACE). Tetra Tech will attend two (2) additional teleconferences with agency staff to facilitate the processing of permit applications and prepare meeting notes. The permit applications should be completed and filed within 1-week from the completion of the permit drawings, or **7-weeks from NTP**.

NOTE: This cost estimate assumes that all necessary resource surveys will be conducted directly by NOAA and does not include any additional resource surveys that may be required by FDEP, USACE or NOAA. This proposal does not guarantee permit issuance and does not include local building permits.

Subtotal: \$ 11,419



4. Bid Documents / Procurement Services

Tetra Tech will support the City of Key West’s procurement department as needed. It is understood that the City will prepare the full boilerplate “Invitation to Bid” package in-house, including the bid form, general conditions, insurance and bond requirements, and etcetera. Tetra Tech will provide the complete design documents necessary for the City to compile the contract documents for that Invitation to Bid. Specifically, Tetra Tech will provide the project’s Scope of Work and Design Drawings which will include the project-specific technical specifications. All drawings will be formatted for 11” x 17” paper and should be completed within **12-week from the NTP**. This timeframe may be extended depending on comments, or plan changes requested from the permitting agencies. These Complete Design Documents package will include (but may not be limited to) the following:

1. Scope of Work
2. Cover page with location and access
3. Existing conditions survey
4. Demolition plan – seawall & docks
5. Storm Water Pollution Prevention Plan (SWPPP)
6. Natural Resources Protection Plan
7. Plan views that show:
 - Limits of construction
 - Wall returns on either end of the new wall
 - New wall will tie-in to the existing walls
 - Upland utility locations & conflict locations near the five existing dock structures
 - Conflict locations of previously made wall repairs
 - Locations of tie-backs (if found using GPR)
8. Cross sections views that show:
 - New wall offset from old wall – one cross section approximately every 50-feet
 - New wall tie-ins to remaining – one cross section of existing walls on either end
 - Estimated embedment depths for new steel sheets
 - Typical – Concrete cap and tie-back placement and connections
 - Typical – Construction details
9. Timber Construction details & Performance specifications
10. Concrete Mix design guidelines & performance specifications
11. Preliminary sheet pile wall-design & performance specifications

Survey note: If the GPR survey can locate the tiebacks, and the tiebacks are uniformly spaced, the plans will include instructions to the contractor to leave the tiebacks in place (if possible) and install new tiebacks in-between. In either case, whether we are able to locate the tie-backs or not, the contractor will be instructed to carefully excavate behind the existing wall when installing the new tieback systems. The plans will include instructions for the removal of a portion of the existing wall cap and panels as necessary to facilitate the placement of this new concrete cap and tie-back system.

Engineering note: This proposal assumes the contractor will engage an engineer and will be submitting signed and sealed shop drawings for technical items of work and will be the engineer of record for the project.

Subtotal: \$ 10,075

TOTAL: \$ 46,955



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

October 1, 2015

Via E-Mail: Shauna.Stotler-Hardy@tetrattech.com

Ms. Shauna Stotler-Hardy
Project Manager
Tetra Tech
900 Trail Ridge Road, Suite 101
Aiken, SC 29803, USA

RE: *Truman Waterfront, Truman Annex, Key West, FL*
Determination of Riparian Rights Line, Bathymetric Survey and Tree Survey – Revision 3

Dear Shauna:

In accord with your request, we are pleased to provide the following cost proposal for surveying services at the above referenced location.

Location:

At 31 East Quay Road, Truman Waterfront, Truman Annex, Key West, FL.

Scope:

Limits

The upland topographic survey limits shall be from the wet face of the existing concrete seawall, southeasterly 30 feet, to the back of the concrete dock.

The bathymetric survey limits shall be from the wet face of the existing concrete seawall, northwesterly 100 feet towards Key West Harbour.

The survey limits are delineated in red in the attached Exhibit A below, incorporated herein for reference.

1. Riparian Rights Line

Establish the common Riparian Rights Line between Parcel 00001630-000000 (per Monroe County Property Appraiser's Office), vested in the United States of America and Parcel 00001630-001000 (per Monroe County Property Appraiser's Office), vested in the City of Key West, Florida.

We shall attempt to recover sufficient boundary information between the two parcels to spatially define the upland coincident boundary line, upon which a determination of the riparian rights line will be made. This is not a boundary survey or mean high water line survey and should not be relied as such.

2. Upland Topographic Survey

Spot elevations shall be taken on a 50 foot grid within the limits of the survey stated above and delineated on Exhibit A below. 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.

We shall locate all above ground improvements including, but not limited to the seawall, cleats, docks, dolphin piles and above ground evidence of utility. Utility locations will include manhole, catch basins, fire hydrants, water valves, meter boxes, vaults and electrical outlets.

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.

We shall obtain topography along the adjacent shoreline, extending into the water establishing elevation overlaps with the bathymetry. The overlaps will provide a quality check of the soundings and the near shore elevations will seamlessly integrate with the bathymetric survey.

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

3. Bathymetric Survey

The bathymetric surveys shall be conducted using a fully automated, hydrographic survey system comprised of a 200 kHz Sonarmite BT survey grade fathometer, Trimble R8 GNSS Global Positioning System, and computer-based navigation/data collection system. Data will be collected along transects oriented approximately perpendicular to the shoreline and spaced at fifteen (15) foot intervals from the previous transect.

Data shall be recorded continuously along each transect at approximate intervals of five (5) feet in raw digital format along with other information such as date, time, northing/easting, latitude/longitude and a summary of all the parameters of the navigation file. Prior to the start of the survey a tide staff will be established in close proximity to the site for use in monitoring water levels during the course of the bathymetric survey operations. Water levels will be recorded at 6 minute intervals. We will establish both horizontal and vertical controls needed for the survey. Upon completion of the data collection activities, raw digital bathymetric data files will be edited and reduced to the proper vertical datum via application of collected tide information. Charts will be prepared in ACAD 2014 format and shall encompass contours and/or plotted plan data. Contours shall be plotted at one (1) foot contour intervals. Contours will be generated via the

development of a Digital Terrain Model (DTM) of the data. Final charts will encompass a grid depicting northings (Y) and eastings (X) relative to the project datum. In addition, charts will include a complete description of horizontal and vertical control used for the survey, approximate location of the tide staff and any general notes pertinent to the survey. Charts will be provided to the client on paper media along with digital files in PDF format and AutoCAD 2014 format. In addition to the digital PDF files, the client can be provided with an ASCII file containing the final X, Y, Z data. The depths will be based on elevations relative to the North American Vertical Datum of 1988 (NAVD 88), with a conversion factor listed to reduce the data to Mean Low Water.

Footer Location:

We will locate the footer at the base of the existing seawall at 10 foot intervals. Elevations shall be taken at the top edge of the footer and at the base of the footer where it meets the sea bed.

Tree Survey:

We will locate all indigenous and protected specimen trees having a 4" and larger caliper diameter at breast height relative to the boundary, with the tree species listed to the best of knowledge and ability of the surveyor (without the benefit of a botanist or landscape architect). The location of shrubbery and landscaping is not included in this proposal. Large, bunched groups of trees shall be located as clusters with a count and diameter listed. We will not locate exotic or non-native species.

OPTION-Location of Tie-Backs:

We will locate tie-backs of the bulkhead from Ground Penetrating Radar (GPR) done by others. This work will be done during the course of our crew conducting the topographic survey. We will coordinate with the GPR crew so that the work will be accomplished in conjunction with the topographic survey. This work will be done by the consultant Ground Hound Detection Services, Inc. (see attached proposal under separate cover).

Deliverables:

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

Schedule:

Upon notice to proceed, we will mobilize within 72 hours and have the work completed within three (3) weeks after mobilization.

Clarification:

- Client shall arrange all access and permission with the U.S. Navy to have our crew perform the survey within the Truman Annex. Delays encountered due to access at no fault of

Avirom & Associates may incur additional costs, which will be billed at our current hourly rates (see below).

- The Mean High Water Line will be displayed for informational purposes only. This is not a Mean High Water Line survey according to Chapter 177, Part II Florida Statutes.
- If obstructions are encountered (moored vessels), we shall make a note on our survey.

Cost:

The itemized cost to provide the above services shall be:

| | |
|--|---|
| 1. Establish Riparian Rights Line | \$2,162.00 lump sum |
| 2. Upland topographic survey & bathymetric survey | \$7,827.00 lump sum |
| 3. Location of Footer | \$ 500.00 lump sum |
| 4. Tree Survey | No Charge |
| 5. <i>OPTION – Location of GPR marks for tie-back Locations</i> | \$ 700.00 lump sum |
| 6. <i>OPTION – GPR Services (see attached consultant proposal)</i> | \$2,700.00 (at cost) |
| | TOTAL \$10,489.00 lump sum |
| | <i>TOTAL (WITH OPTION) .. \$13,889.00</i> |

Current Hourly Rates

| | |
|---|-----------------|
| P.L.S. Technical Coordination | \$150.00/Hour |
| Survey Crew | \$135.00/Hour |
| Computer Computations & Drafting | \$ 90.00/Hour |
| 1 Hydrographic Survey Crew with Sounder, GPS & Boat | \$3,000.00/Day* |

* *Minimum of one day required*

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Respectfully,



Keith M. Chee-A-Tow, P.L.S.
For the Firm

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

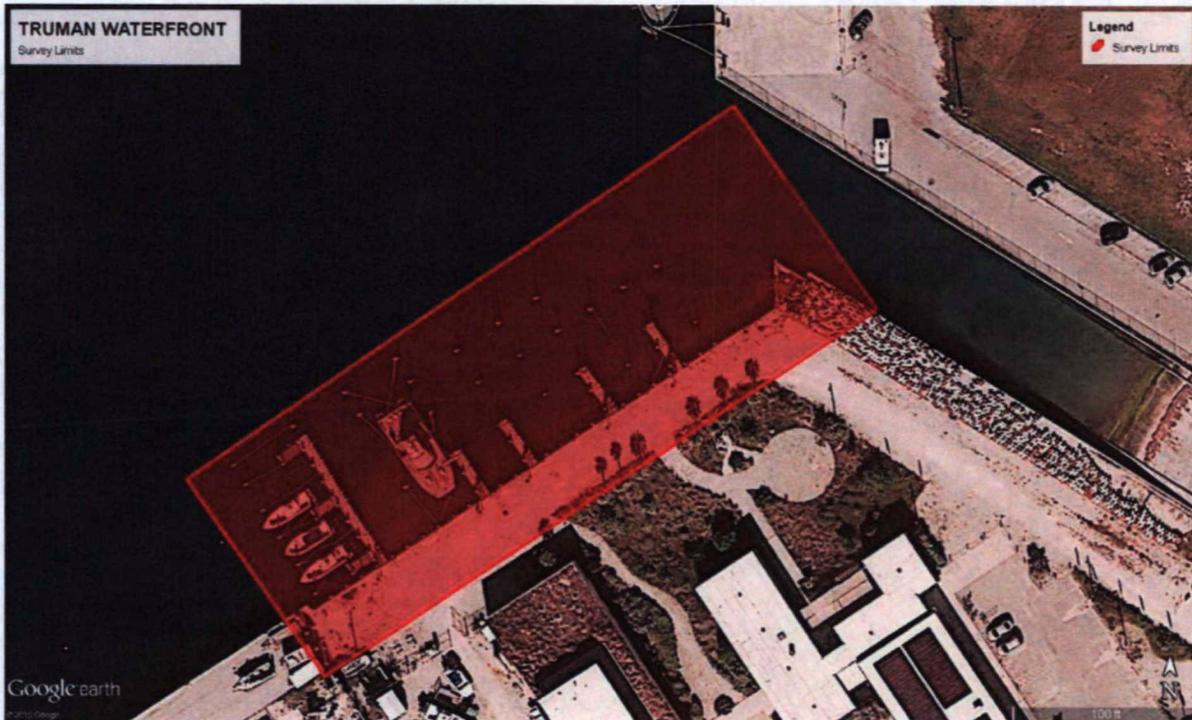
THESE CONDITIONS ARE ACCEPTABLE, AND I HEREBY AUTHORIZE YOU TO PROCEED.

Ms. Shauna Stotler-Hardy
Tetra Tech

Date

Keith's Documents\Proposal\Keys\Bathymetric\Truman Annex Rev 2.docx

EXHIBIT A





A Professional Utility Locating Service

September 29, 2015

Mr. Keith Chee-A-Tow
Avirom & Associates, Inc.
50 SW 2nd Street
Suite 102
Boca Raton, FL 33432

Re: "GPR Investigation for Seawall Tie-backs – CoCW Seawall Replacement"

Mr. Chee-A-Tow,

Ground Hound Detection Services, Inc. (GHD) is pleased to provide the following proposal for Subsurface Investigation services. Based on the information contained in the emails received on September 29, 2015 and phone conversation with Stuart McGahee of Tetra Tech, Ground Penetrating Radar (GPR) and Electromagnetic (EM) methods will be used to identify any detectable objects of substantial size consistent with tie-back structures for the sea wall. The provided drawings and depictions of limits of the area to be investigated will be considered a part of this proposal.

DESCRIPTION OF SERVICES:

Multiple tools involving differing technologies are proposed for this investigation.

Ground Penetrating Radar (GPR) method transmits electromagnetic waves, which are pulsed at discrete distance/time intervals. The transmitted pulse radiates through the earth whereby a portion of the energy is reflected from interfaces of contrasting electrical properties (e.g. pavement and soil interface, soil stratigraphic changes and buried metallic and nonmetallic objects) while the remaining energy continues until reaching additional reflectors where the process is repeated. Reflected energy is received by the antennae and recorded for later processing and interpretation. Factors such as soil moisture, clay content, and variations in the dielectric constants of materials control the effectiveness of the GPR method. Wet conductive soils severely attenuate GPR signals and thus the effective depth of exploration. The presence of foreign product leached into the soil can eschew the data collected. GPR energy cannot transmit through ferrous objects since metal acts as a pure reflector. GPR energy cannot transmit through ferrous objects since metal acts as a pure reflector. Freshly-poured concrete (less than 60 days), concrete containing metal fibers, fine-mesh screenings beneath tile, Styrofoam between floor or roof slabs can inhibit the effective permeability and accuracy of GPR. In order to accurately conduct a radar survey, orthogonal scans must be made across the target area. Confined or obstructed areas that restrict an even scanning pattern can impede the data collected and reduce the accuracy of the final results. GPR does not measure diameter of objects, just their location(s). EM and GPR discovery may be limited up to 24 inches within any vertical impediment, structure or otherwise.

EM-Magnetic Detection method is a LF (30 to 300 KHz) or VLF (below 30 KHz) receiver for detecting electromagnetic fields which radiate off of metallic objects. Magnetic locators/magnetometers operate on a simple principal. An electronic transmitter and receiving antennae are mounted on a support structure. The two antennae are mounted a fixed distance apart aligned opposing so that the magnetic field measured by one sensor is negative of the magnetic field measured by the other. Each measures the average magnetic field component along their axis i.e. the magnetic field component along the longitudinal axis between the antennae. This is calibrated at the survey site to a position (setting) which is neutral to the earth's natural magnetic field (and average mineralization component of the geology). When a metallic object is introduced within this field (or a differing mineral concentration within the geology- for voids and non-metallic structures), it is detected as a differing field. This differing magnetic/mineralized field is the field of interest.

2930 NW Commerce Park Drive, Suite #1, Boynton Beach, FL 33426
PHONE: (561)737.9800 FAX: (561)737.1742 WEB: www.groundhound.com EMAIL: info@groundhound.com

DESCRIPTION OF SERVICES (cont.):

Locating underground objects is not an exact science. Therefore, Ground Hound Detection Services, Inc. (GHD) expresses no guarantees that using one or any of the available technologies for identifying objects/structures will identify all objects /structures and/or meet the objective of this or any individual project. Avirom & Associates, Inc. understands that limitations within the available technology, the complexity of site conditions and circumstances beyond the control of GHD may limit the performance/results of the GHD's services. Project Owners, Avirom & Associates, Inc. and any of its Subcontractors shall hold harmless and indemnify GHD against any and all losses as a result of inability to locate or mislocate due to limitations within the available technology, the complexity of site conditions and circumstances beyond its control, but not against negligence on the part of GHD or its employees. The services provided by GHD shall be performed in accordance with generally accepted professional practices as related to the nature of services performed and in accordance to the Standard Guide for Using the Surface Ground Penetrating Radar Method for Subsurface Investigation as set forth by the American Society for Testing and Materials: **D 6432 – 99 (Reapproved 2005)**. Payment to GHD shall not be contingent upon its performance or results due to any limiting condition as described.

This proposal constitutes the entire agreement between the parties. The agreement may not be altered, modified or conditioned in any respect without the prior written consent of all parties. Documents such as but not limited to "change orders", "purchase orders", sub-contract agreements, and statements of terms and conditions of work shall require prior written acceptance by GHD to be binding. Payment to GHD for work performed pursuant to this proposal shall not be contingent upon GHD's consent to any proposed alteration, modification or condition to the agreement.

CONDITIONS – Locating of anomalies for pre-excavation/design purposes:

- Anomalies/Objects locations are being provided in an attempt to aid in additional investigation of the site.
- Areas to be surveyed must be level and free of obstructions.
- GHD's inability to complete the project due to conditions outside of GHD's control does not void this contract.
- If GHD is to produce a map (additional fee), client is responsible for providing an electronic AutoCAD file or other graphical file for GHD to map its discoveries.
- Maps produced by GHD (additional fee) are *not* considered to be "survey grade" drawings. GHD will include dimensions from a fixed feature (referenced to the staked targeted areas provided by the client) in the field to the horizontal position of the discovered target being depicted. Drawings are not prepared by a licensed Engineer, Surveyor or Draftsman. Drawings are not prepared to any State survey or drafting standard.
- If GHD reviews its discoveries with others responsible for data collection/mapping, a copy of the finished drawing must be supplied to GHD for review.
- GHD is not responsible for moved, altered, and obliterated marks or maintaining marks. GHD will impose an additional fee to relocate/remark facilities.
- GHD is not a substitute for Chapter 556 of the FL State Statute (Underground Facility Damage Prevention and Safety Act). Prior to project construction, excavating contractor is responsible for securing locations of public utilities through Sunshine State One Call of Florida (phone: 811).
- The performance of GHD's services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures (if applicable). Full cooperation from the on-site personnel is necessary to perform a complete survey.

COST ESTIMATE:

Electromagnetic, GPR Investigation

- Conduct a subsurface investigation to determine the presence of any detectable anomalies consistent with seawall tie backs using EM and GPR techniques.
- Mark selected targets on the ground surface as necessary with marking paint and/or flags
- Review discoveries with data collection personnel

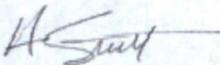
| | | |
|---|----------------------|-------------------|
| Electromagnetic & GPR Field Investigation | 1 day @ \$1,700/ day | \$1,700.00 |
| Mobilization | 10hrs @ \$75/hour | \$ 750.00 |
| Overnight | 1 night @ \$250* | <u>\$ 250.00*</u> |
| Total Cost Estimate: | | \$2,700.00 |

**An overnight charge of \$250 applies should data collection be deemed successful resulting in a full day on-site. If data quality is deemed inconclusive after one-half day sampling, overnight rate not applied.*

*The above cost is effective for 30 days from the date of this proposal. Costs are subject to change upon unforeseen condition, any changes will be negotiated accordingly. **Provided, in no event shall payment to GHD be made later than 45 days from submission of its invoice, irrespective of Contractor's receipt of payment from Owner.***

Mr. Chee-A-Tow, thank you for allowing us to present this proposal. Should you have any questions, do not hesitate to contact me at: 561-737-9800. If you wish to schedule this project to be worked, please sign and return via fax or email this last page.

Sincerely,



Adam Smith, Dir of Ops
Ground Hound Detection Services, Inc.

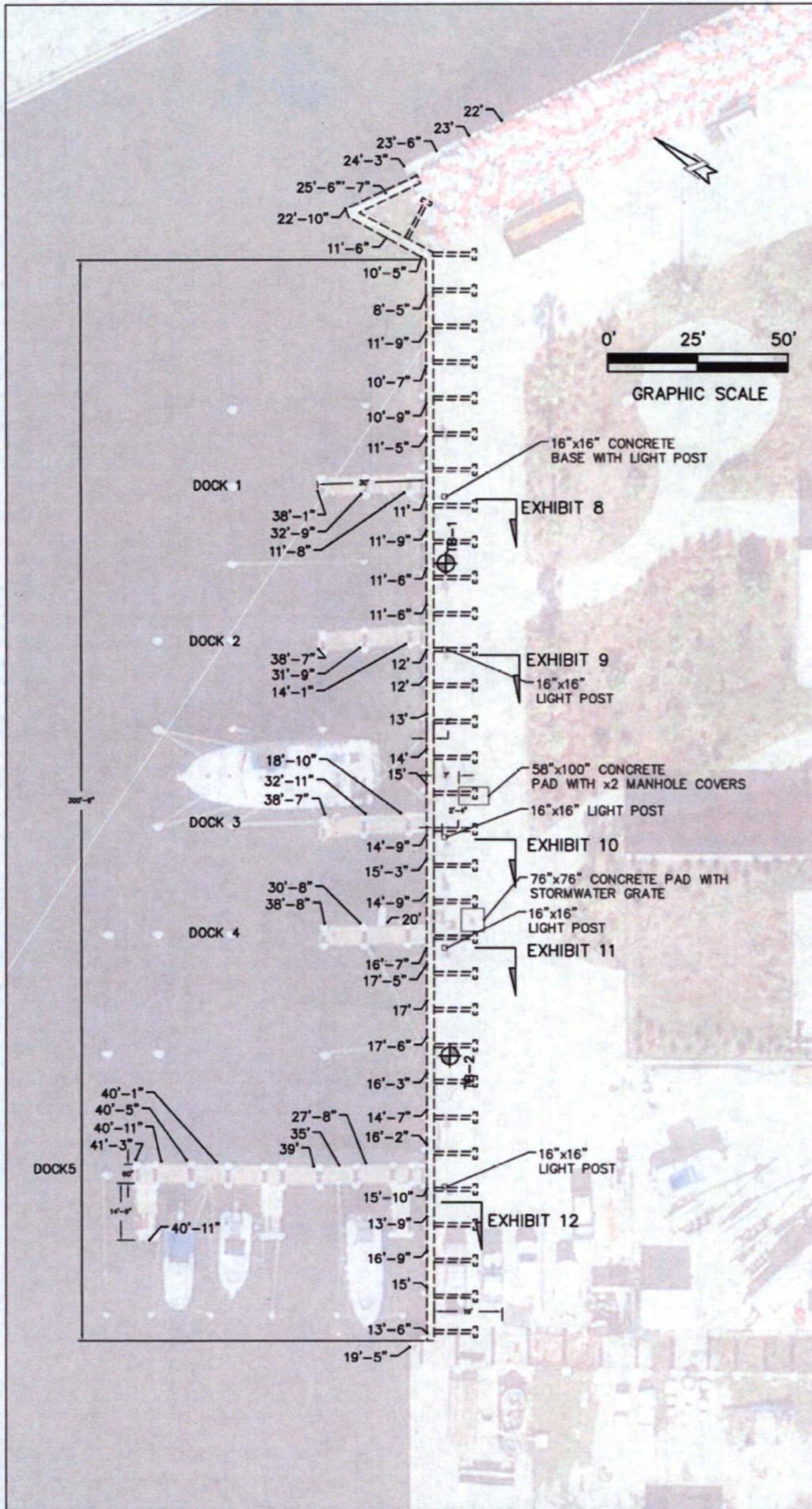
Accepted by

Title/Company

Print Name of Signer

Date

Re: Avirom "GPR Investigation for Seawall Tie-backs – CoCW Seawall Replacement"



LEGEND:

- DIMENSIONS (FIELD-MEASURED)
- HEIGHT (MEASURED FROM TOP OF SEAWALL TO TOE OF SEAWALL)
- DEPTH
- BORING LOCATION
- EXISTING WALL

NOTES:

1. ALL DIMENSIONS AND ELEVATIONS SHOWN WERE FIELD-MEASURED USING 25' AND 100' TAPE MEASURES. THE SEAWALL LENGTH WAS MEASURED USING A WHEEL MEASURE.
2. DATA COLLECTED ON 6/23/15. ELEVATION DATA AND WATER DATA COLLECTED BETWEEN 11:30AM TO 12:30PM.
3. ALL ELEVATIONS SHOWN ARE MEASURED COMPARED TO THE ELEVATION OF THE SEAWALL AT EACH LOCATION. ELEVATIONS AT DOCKS WERE COMPARED TO THE RELATIVE ELEVATION AT THE SEAWALL IN FRONT OF THE DOCK.
4. THE SEAWALL CAP IS 2' WIDE BY 1' TALL. THE SEAWALL APPEARS TO BE MADE OF REINFORCED CONCRETE.
5. MEASUREMENTS ARE ROUNDED TO THE NEAREST INCH.
6. DISTANCE TO WATER IS MEASURED FROM THE TOP OF THE EXISTING WALL TO THE TOP OF WATER AT THE TIME TAKEN.

TRUMAN SEAWALL
 KEY WEST, FL
 EXHIBIT 1 - DEPTHS

TETRA TECH, INC.

| | | |
|--------------------|--------------|-----------------------------------|
| SCALE: AS SHOWN | PREPARED: FM | CAD FILE NO. Site Visit 062315 |
| DATE: | CHECKED: | DRAWING NO. E1_DEPTH |
| | APPROVED: | |

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.

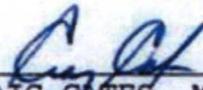
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

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.

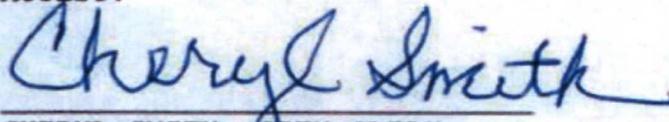
Filed with the Clerk December 3, 2014.

| | |
|----------------------------|------------|
| Mayor Craig Cates | <u>Yes</u> |
| Vice Mayor Mark Rossi | <u>Yes</u> |
| Commissioner Teri Johnston | <u>Yes</u> |
| Commissioner Clayton Lopez | <u>Yes</u> |
| Commissioner Billy Wardlow | <u>Yes</u> |
| Commissioner Jimmy Weekley | <u>Yes</u> |
| Commissioner Tony Yaniz | <u>Yes</u> |



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

3140 Flagler Ave, Key West, FL 33040 (305) 809-3792

TO: City Clerk

FROM: James Bouquet, Director of Engineering

DATE: November 21, 2014

SUBJECT: Request for Qualifications # 14-004 for Environmental Engineering Services

At 10:00 AM on October 24, 2014, a selection committee of Engineering & Planning staff met at a publicly advertised meeting to present rankings of 18 firms responding to the above referenced Request for Qualifications (RFQ). Persons present included:

Selection Committee Members

Devon Steckly: Senior Project Manager, Engineering Services Division
Karen De Maria: Urban Forestry Manager, Planning Department

General Public

Sandra Walters: SWC, Inc.

Rankings for each responding firm were presented and recorded on a spreadsheet. Selection committee member Janet Muccino was not present, but previously provided her rankings to Devon Steckly for presentation. The ranking spreadsheet as developed during the meeting is attached.

The meeting adjourned at 10:30 AM.

MEMORANDUM

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

Page 2

July 9, 2014 at 3:30 P.M.

ENVIRONMENTAL ENGINEERING SERVICES; RFQ #14-004

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

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

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

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

18. PM Environmental
3340 Ranger Road
Lansing, MI 48906

CS/amb

RFQ 14-004 Environmental Engineering Services

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".

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 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. Regensis, 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 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

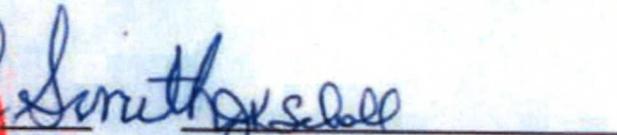
This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

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

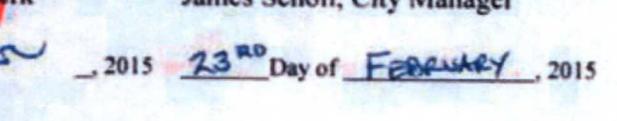
CITY

ATTEST:  Cheryl Smith, City Clerk

 Cheryl Smith, City Clerk

 James Scholl, City Manager

 23RD Day of FEBRUARY, 2015

 23RD Day of FEBRUARY, 2015

CONSULTANT

ATTEST:

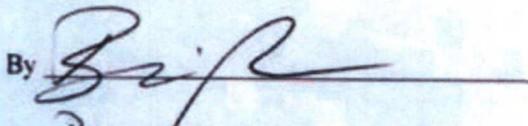
By  Brian Pructer
V.P., Southeast operations MGR

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 |



Sonic Auger DPT Horizontal Directional Drilling

DATE: 1/27/2015
ESTIMATE #: 115101

| CUSTOMER |
|---|
| Jay McGovern Tetra Tech 759 South Federal Highway Stuart, Florida 34994 (772) 781-3409 |

| PROJECT |
|--|
| 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"x3' Pre-Pack Screen | 0 | each | \$ 80.00 | \$ - |
| 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 | \$ - |

Completion:

Subtotal \$ -

THANK YOU FOR YOUR BUSINESS!

Signature: *Charles Bucher*
Charles Bucher
General Manager

TOTAL \$ -

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



Sonic Auger DPT Horizontal Directional Drilling

DATE: 1/27/2015
ESTIMATE #: 115102

| CUSTOMER |
|--|
| Jay McGovern Tetra Tech 759 South Federal Highway Stuart, Florida 34994 (772) 781-3409 |

| PROJECT |
|---|
| 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 | \$ 85.00 | \$ - |
| 14 | 12" Flush Completion w/ 2'x2' Concrete Pad | 0 | each | \$ 125.00 | \$ - |
| 15 | 4" Above 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 OVI-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 | | | \$ - |

Completion:

Subtotal \$ -

THANK YOU FOR YOUR BUSINESS!

Signature: *Charles Bucher*
Charles Bucher
General Manager

TOTAL \$ -

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



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 LLPAAH) | 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



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 |



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

Subcontractor

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

Date: 10/30/11 FAC ID#

PROPOSED SCOPE OF WORK:

| DRILLING | | Unit | Unit Rate | Number of Units | Extended Price |
|--|----------------------|------------|-----------|-----------------|----------------|
| Rig Type: Auger/Mud Rotary, V, Other: _____ | | | | | |
| Soil Spoon Collection (continuous or 5' intervals; can be used in conjunction with well installation) (includes decurs) | | | | | |
| <30 foot boring depth | per foot | | | | \$0.00 |
| 30 foot to 100 foot boring depth | per foot | | | | \$0.00 |
| >100 foot boring depth (Multiple spoils required) | per foot | | | | \$0.00 |
| 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 down, screen, riser, sand pack, seal and grout) includes Soil Samples to depth | | | | | |
| <30 foot boring depth | per foot | \$75.00 | | | \$0.00 |
| 30 foot to 100 foot boring depth | per foot | | | | \$0.00 |
| >100 foot boring depth (Multiple spoils required) | per foot | | | | \$0.00 |
| 4" Well Installation (includes steamcleaning down, screen, riser, sand pack, seal and grout) | | | | | |
| <30 foot boring depth | per foot | | | | \$0.00 |
| 30 foot to 100 foot boring depth | per foot | | | | \$0.00 |
| >100 foot boring depth (Multiple spoils required) | per foot | | | | \$0.00 |
| Recovery Well Diameter: 4" - 6" | | | | | |
| Double Cased Wells | per foot | | | | \$0.00 |
| 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 seal/hammer pipe) | | | | | |
| | 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 |
| 6" - 8" Well Abandonment (includes grouting) | | | | | |
| | per foot | | | | \$0.00 |
| 2 x 2" Well Pad Removal and Patch | | | | | |
| | each | | | | \$0.00 |
| MISCELLANEOUS | | | | | |
| Mobilization | lump sum | \$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 Dig Wells and remove | per foot | | | | \$0.00 |
| Geoprobe Daily Rate | each | \$1,500.00 | | | \$0.00 |
| Other fuel charges | each | | | | \$0.00 |
| Additional Decommissioning Time (Requires prior approval) | per hour | | | | \$0.00 |
| Standby/Entry-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 109-15

Subcontractor: Subsurface Environmental Inc.

Subcontract Mailing Address: P.O. Box 8628 Fort St Luke Florida 34905

Signature and Title of Person Submitting Quote: Sharen Ouellette

10/30/11



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/25/2015

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

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

| | | |
|---|--|-------|
| PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA | CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Tetra Tech, Inc. 1000 The American Road Morris Plains NJ 07950-2446 USA | INSURER A: National Union Fire Ins Co of Pittsburgh | 19445 |
| | INSURER B: The Insurance Co of the State of PA | 19429 |
| | INSURER C: Lexington Insurance Company | 19437 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER: 570059578962** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | SUBROGATION | VEHICLE | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|-------------|---------|--|--|--|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | | GL3372258 | 10/01/2015 | 10/01/2016 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | CA 3194397 | 10/01/2015 | 10/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | WC014267906 WC014267908 WC014267907 WC014267912 | 10/01/2015 10/01/2015 10/01/2015 10/01/2015 | 10/01/2016 10/01/2016 10/01/2016 10/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| C | Contractor Prof | | | | 028182375 Prof/Poll Liab SIR applies per policy terms & conditions | 10/01/2015 | 10/01/2017 | Each Claim \$1,000,000 Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Job Description: Environmental Engineering Services Agreement dated 12/12/14. City of Key West is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. General Liability policy evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions as required by written contract. A waiver of Subrogation is granted in favor of City of Key West in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies as required by written contract. USL&H for the Work Comp. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|--|
| City of Key West 3140 Flagler Ave. Key West FL 33040 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i> |
|--|--|

Holder Identifier : A
Certificate No : 570059578962