

RESOLUTION NO. 15-162

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE STAFF RANKING OF FINANCIAL CONSULTANTS IN RESPONSE TO THE CITY'S REQUEST FOR QUALIFICATIONS (RFQ) 15-002, AND AUTHORIZING STAFF TO NEGOTIATE CONTRACTS WITH THE THREE TOP-RANKED FIRMS IN SUBSTANTIAL CONFORMANCE WITH THE RFQ DOCUMENTS, FOR A TERM OF THREE YEARS WITH UP TO TWO ONE-YEAR OPTIONS, UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued RFQ 15-002 for Financial Consulting Services, to which five firms responded by the bid opening on April 2, 2015; and

WHEREAS, a ranking committee composed of city staff convened on April 23, at a properly noticed public meeting, to review the five (5) responses to the RFQ, and determined that three (3) firms are particularly qualified, and the City wishes to 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 top three responses in response to RFQ No. 15-002, for Financial Consulting Services are hereby ranked by staff, and approved by the City Commission as follows:

- (1) Arcadis U.S., Inc.
- (2) Black and Veatch
- (3) CDM Smith

Section 2: That the City Manager is hereby authorized to negotiate and execute contracts on a task-order basis with each of the three top-ranked companies for a term of three years, with two one-year options, upon advice and consent of the City Attorney.

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 5th day of May, 2015.

Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of May, 2015.

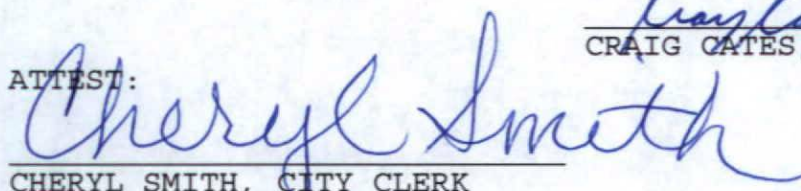
Filed with the Clerk on May 6, 2015.

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>Absent</u>
Commissioner Tony Yaniz	<u>Yes</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: John Paul Castro, Utilities Director

CC: Greg Veliz, Asst. City Manager – Operations
Sarah Spurlock, Asst. City Manager – Administration

DATE: April 17, 2015

RE: **Approval of Staff Ranking of Financial Consultants
Responding to RFQ 15-002 and Authorization for
the City Manager to Negotiate and Execute
Contracts**

ACTION STATEMENT:

This resolution will approve staff ranking of firms responding to RFQ 15-002: Financial Consulting Services; authorizing staff to negotiate contracts; authorizing the City Manager to enter into contracts with the selected firms.

BACKGROUND:

The City has a need for financial consulting firms to assist staff as we create our rate models for utility budgets in wastewater, stormwater, and solid waste. These firms help staff analyze rates, revenues, capital expenditures, budgetary planning, along with other tasks. They also assist with the utility budget presentations to the City Commission.

As the City has multiple projects of all sizes and disciplines simultaneously, it typically contracts with multiple consultants to handle the workload.

PURPOSE AND JUSTIFICATION:

City staff advertised a request for qualifications that had a bid opening on April 2. Staff has reviewed the responses for RFQ 15-002 from the following firms:

- Arcadis U.S., Inc
- Black and Veatch
- CDM Smith
- Raftelis Financial Consultants, Inc.
- Willdan Financial Services

The ranking committee consisted of city staff Michael Turner, Thaddeus Cohen, Karen Olsen, Elizabeth Ignaffo, and Marilyn Wilbarger which convened as advertised on April 23rd in public session at the City Clerk's conference room. The final rankings are as follows:

Company Rankings for RFQ #15-002 Financial Consultants

Ranking of Proposers					
Sewer/Stormwater			Solid Waste		
1	Arcadis	284	1	Arcadis	282
2	Black and Veatch	282	2	CDM Smith	281
3	Willdan	259	3	Willdan	259
4	Raftelis	226	4		

City staff ranked the firm's proposals on a 200 point scale for Stormwater/Wastewater, a 200 point scale for solid waste, and a 300 point scale for additional services, including capital financing support and special rate determination.

Staff has historically requested separate proposals for waste/stormwater and solid waste. The RFQ was split to allow firms who are more specialized to submit proposals on either discipline without submitting for both.

City staff is requesting City Commission approval of the evaluation ranking and authorization for the City Manager to negotiate and enter into a contract with the three (3) highest ranked firms. If negotiations fail to result in a contract, all proposals will be rejected and a new RFQ will be advertised.

Consultant contracts will be based on hourly rates and reimbursables as negotiated by the City Manager. Financial services will be awarded on a task order basis, pursuant to City ordinance purchasing guidelines.

OPTIONS / ADVANTAGES / DISADVANTAGES:

1. The City Commission can approve city staff ranking and authorize the City Manager to negotiate and execute contracts, based on rates of pay and reimbursable expenses to the three (3) highest ranked firms, which include Arcadis U.S., Inc, Black and Veatch, and CDM Smith. City staff will engage financial consultants on a task order basis. Arcadis U.S., Inc. has the ability to complete rate studies for solid waste, stormwater, and waste water. Both Black & Veatch and CDM Smith ranked highest in their respective disciplines giving the City the best option in each, should Arcadis U.S., Inc. be unavailable or should the City decide to split the work load.
2. The City Commission can approve city staff ranking and authorize the City Manager to negotiate and execute contracts based on rates of pay and reimbursable expenses to Arcadis U.S., Inc. and Willdan Financial Services as both companies scored within the top 3 in both sections of the RFQ. Black & Veatch would become the third highest ranking overall. This option gives the City two firms that can cover the three rate study disciplines, but eliminates CDM Smith who greatly outscored Willdan in the Solid Waste section of the RFQ evaluation.
3. The City Commission could disapprove staff ranking for the financial consultant RFQ. This would leave the City without financial consultants on contract. All services in need would have to be

formally advertised for each individual task. This creates large lead times for staff and is very costly.

FINANCIAL IMPACT:

There is no financial impact of approving any of the options listed above. Contracts will be executed after the resolution is passed and services requested on a task order basis.

RECOMMENDATION:

Staff recommends the City Commission choose option 1, approving the evaluation team ranking from city staff and allowing the City Manager to negotiate and execute contracts for financial services with Arcadis U.S., Inc, Black & Veatch, and CDM Smith. These three companies ranked far higher than the other firms in the two sections of the RFQ.

CITY OF KEY WEST

MASTER AGREEMENT TO FURNISH
FINANCIAL CONSULTING SERVICES
TO THE
CITY OF KEY WEST

May 2015

Financial Consultants:

Arcadis U.S., Inc.

Master Agreement to Furnish Financial Consulting Services to the City of Key West

This AGREEMENT made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 3126 Flagler Ave., Key West, Florida 33040, hereafter referred to as the "CITY" and Arcadis U.S., Inc., a corporation authorized to do business in the State of Florida, whose address is 8201 Peters Road, Suite 3400, Plantation, FL 33324, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CONSULTANT'S primary responsibilities include, but are not limited to, providing financial consulting assistance in the creation of stormwater, sewer, and solid waste annual rate studies. Additional work may include capital financing support, financial and compliance reporting support, marinas economic consulting operations benchmarking or other consulting services which the CONSULTANT is qualified to provide and which the CITY authorizes the CONSULTANT to undertake in connection with the CITY's present and planned activities in the areas identified below. The specific services, which the CONSULTANT agrees to furnish, are set forth as follows:

- 1.1 Provide comprehensive financial consulting services that may include preparing utility rate models, budgets, and City Commission presentation documents, capital financing support, financial and compliance reporting support, special rate determination assistance (stormwater), operations benchmarking, auditing, analyzing City expenditures and resources, and assisting the CITY with other projects where financial consulting assistance is needed.

CONSULTANT shall provide the above-mentioned Scope of Services as tasked by the CITY for the projects specifically identified in RFQ No. 15-002, RFQ submission/proposal, and any other tasks as assigned under this scope. The terms that the CONSULTANT agrees to follow are set forth as follows:

- 2.1 The specific services to be provided by the CONSULTANT and the compensation for such services will 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.
- 2.2 Unless otherwise indicated in a Task Order, execution of a Task Order by the CITY shall constitute authorization for the CONSULTANT to proceed with the services enumerated in the Task Order. Each Task Order will be supported by appropriate cost and pricing data and such other documentation as required by the CITY.
- 2.3 Task Orders shall be numbered consecutively. Each Task Order shall include a description of the scope of services, 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.

- 2.4 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 will be made through an amendment to the Task Order.
- 2.5 A task order may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the General Services Dept. Director of the City of Key West.
- On termination, the CONSULTANT will 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 will not pay for anticipatory profits.
- 2.6 The CONSULTANT will provide ADDITIONAL SERVICES mutually agreed to and authorized by the CITY in writing but not specifically described and authorized by a Task Order.

Article 2. Compensation

As consideration for providing the services enumerated in Article 1 and supplemental Task Orders, the CITY shall pay the CONSULTANT fees as defined in each Task Order.

Field rates as identified in Exhibit A shall be applicable when the CONSULTANT'S employees are assigned to a field location for a continuous period exceeding 90 calendar days. Field location is defined as office space which is made available to CONSULTANT'S employees by the CITY at no cost to the CONSULTANT. Field rates shall be applied on the first day the CONSULTANT employee is assigned to a field location. Should the CONSULTANT'S employee assignment not exceed 90 continuous calendar days, CONSULTANT shall be permitted to retroactively reinvoice for the applicable field rate charges but based upon the CONSULTANT'S per diem rates.

The types of compensation methods which shall be used to pay for the CONSULTANT'S services are limited to the following:

- 2.1 Lump sum payment, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.
- A. The lump sum is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT 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.
 - B. In the event of a change of scope, an appropriate decrease or increase in compensation will be authorized in writing.
 - C. Monthly invoicing will be based on an estimate of the percent complete at the end of the preceding month.
 - D. 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.

2.2 Cost Reimbursable-Per Diem (Time and Expenses)

- A. Hourly Per Diem Rates are provided in Exhibit A to this Agreement. Per Diem Rates are those hourly rates charged for work performed on the PROJECT 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 fiscal year adjustments and shall be based on the Data Resources, Inc. (DRI) forecast of wage and price escalation. There shall be no rate increase until October 1, 2015.
- B. 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 will 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.
- C. 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.
- D. 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.
- E. The CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the CONSULTANT. Direct expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: 1) the costs of express courier charges, mail, supplies and field equipment incurred directly for the PROJECT, printing and reproduction of drawings, documents, and other material, , and subcontracts and other outside services; and 2) CONSULTANT'S standard project charges for computing services, special health and safety requirements of OSHA and telecommunication services; and 3) the costs of travel, including the use of CONSULTANT'S vehicles, subsistence, lodging and related expenses of personnel while traveling in connection with the PROJECT in accordance with CITY policy and Florida Statute FS 112.061. Required Documentation: All requests for travel reimbursement must provide enough detail to clearly indicate the reason (s) for travel, date (s) of travel, exact time (s) of travel, and mode (s) of travel. If travel is by privately owned vehicle, exact mileage traveled with odometer readings must be submitted. All receipts for which reimbursement is requested are subject to Florida Statute rates applicable at the time of travel. CONSULTANT is obligated to minimize all expenses incurred in the execution of this AGREEMENT and subsequent Task Orders. There shall be no markup on expenses reimbursed under this agreement.
- F. All reimbursement requested must be supported by a receipt except where a receipt could not be obtained such as an unattended toll booth or parking meters. In those situations where receipts cannot be obtained, reimbursement requested must be supported by documents that show dates, parking meter numbers and locations, toll booth locations, and signature of employee. Travel, in connection with the work and for convenience of CONSULTANT (to make use of talent not located in Monroe County), shall be included in CONSULTANT's Task Order. Travel requested by CITY'S AUTHORIZED REPRESENTATIVE and travel

associated with permitting and grants, as required by state and federal agencies, will be reimbursed in accordance with this section.

- G. Transportation by passenger vehicles supplied by CONSULTANT in connection with the work will be reimbursed in accordance with Florida Statute 112.061. Required Documentation: Mileage log stating point of departure, point of destination, and odometer reading for both.

Article 3. Invoicing and Payment

Monthly invoices will be issued by CONSULTANT for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the Consultant

4.1. General

- A. The CONSULTANT will serve as CITY'S professional representative under this AGREEMENT, providing professional financial and related consulting advice and furnish customary services incidental thereto.

4.2. Standard of Care

- A. The standard of care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by financial and other related consultants performing the same or similar services at the time said services are performed. The CONSULTANT will perform any services not meeting this standard without additional compensation.

4.3. Opinions of Cost, Financial Considerations, and Schedules

- A. In providing opinions of construction cost, financial analyses, economic feasibility projections, and schedules for design projects, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the CONSULTANT makes no warranty that the CITY'S actual PROJECT costs, financial aspects, economic feasibility or schedules will not vary from the CONSULTANT'S opinions, analyses, projections, or estimates.
- B. If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY will employ an independent cost estimator, contractor, or other appropriate advisor.

4.4 INDIVIDUAL/FIRM Insurance Language

INDIVIDUAL/FIRM 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 **INDIVIDUAL/FIRM** shall provide the minimum limits of liability insurance coverages 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 (if applicable)	\$1,000,000	Per Claim/Aggregate
Additional Umbrella Liability	\$2,000,000	Occurrence/Aggregate

INDIVIDUAL/FIRM shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **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.**

INDIVIDUAL/FIRM will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **INDIVIDUAL/FIRM** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **INDIVIDUAL/FIRM** who is performing any labor, services, or material under the Contract. Further, **INDIVIDUAL/FIRM** 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

If the work is being done on or near a navigable waterway, **INDIVIDUAL/FIRM'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. **INDIVIDUAL/FIRM** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's 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 workman's compensation coverage under each policy.

INDIVIDUAL/FIRM'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.

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.**

INDIVIDUAL/FIRM will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **INDIVIDUAL/FIRM** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **INDIVIDUAL/FIRM**.

4.5 Subconsultants

- A. The CONSULTANT may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY.

4.6 Licenses

- A. The CONSULTANT will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt at a cost not to exceed \$98.70.

Article 5. Obligations of the City

5.1. Authorization to Proceed

- A. Authorization to proceed will be considered to be given upon execution of each Task Order by the CITY.

5.2. City-Furnished Data

- A. The CITY will provide to the CONSULTANT all data in the CITY'S possession relating to the CONSULTANT's services on the PROJECT including, but not limited to, information on any pre-existing. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

5.3. Access to Facilities and Property

- A. The CITY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services and will provide labor and safety equipment as required by CONSULTANT for such access. CITY will be responsible for all acts of CITY'S personnel.

5.4. Timely Review

- A. The CITY will examine the CONSULTANT's studies, reports, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner.

5.5. Prompt Notice

- A. The CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of the CONSULTANT.

5.6 Litigation Assistance

- A. The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in

litigation undertaken or defended by CITY. All such services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed in a separate Task Order, and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that CONSULTANT's sole negligence caused CITY's damage.

Article 6. General Legal Provisions

6.1 Agreement Period

- A. The duration of the agreement shall be three (3) years commencing from the date this Agreement was entered into, with an option, maintained by the CITY, to renew the contract on a yearly basis for up to two (2) years.

6.2 Reuse of Project Documents

- A. Reports, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All documents shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT will be at the CITY's sole risk. Nothing herein shall constitute a waiver of City's sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

6.3 Ownership of Work Product and Inventions

- A. All of the work product of CONSULTANT in executing a Project under this contract shall become the property of the CITY. The City may use the deliverables solely for the purpose for which they were intended.

6.4 Force Majeure

- A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.
- B. In the event of a delay that results in additional costs to the CONSULTANT, an appropriate increase in compensation and schedule will be authorized in writing.

6.5 Termination

- A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the General Services Department Director of the City of Key West.
- B. On termination, the CONSULTANT will 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 AGREEMENT. The CITY will not pay for anticipatory profits.

6.6 Suspension, Delay, or Interruption of Work

- A. The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONSULTANT for work performed to date. An equitable adjustment in the PROJECT'S schedule and CONSULTANT's compensation will be made as agreed to by both parties.
- B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.7 Third Party Beneficiaries

- A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries. CONSULTANT's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project.
- B. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

6.8 Indemnification

INDIVIDUAL/FIRM Indemnity Language

To the fullest extent permitted by law, the INDIVIDUAL/FIRM expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by INDIVIDUAL/FIRM or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the INDIVIDUAL/FIRM or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by INDIVIDUAL/FIRM for Professional Acts

INDIVIDUAL/FIRM hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of INDIVIDUAL/FIRM'S negligent acts, errors

or omissions, or intentional acts in the performance of INDIVIDUAL/FIRM'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and INDIVIDUAL/FIRM, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under this Agreement 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 INDIVIDUAL/FIRM 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 INDIVIDUAL/FIRM or of any third party to whom INDIVIDUAL/FIRM may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

6.9 Limitation of Liability

- A. CONSULTANT's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.
- C. This limitation of liability will apply whether CONSULTANT'S liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONSULTANT's officers, affiliated corporations, employees, and subcontractors.

6.10 Assignment

- A. Consultant shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

6.11 Jurisdiction

- A. The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.12 Severability and Survival

- A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.13 Dispute Resolution

- A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.

- B. Unless otherwise agreed in writing, the CONSULTANT shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the engineer continues to perform, CITY shall continue to make payments in accordance with this Agreement.

Article 7. Schedules, and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For the CITY, _____

Dated this 08TH day of JUNE, 2015.

By: J.K. Schell CITY MANAGER
Name Title

By: _____
Name Title

By: _____
Name Title

For the CONSULTANT,

Dated this 08th day of JUNE, 2015.

By: John M. Mathews Associate Vice President
Name Title

ATTACHMENT A – DETAILED FEE SCHEDULE

This document describes the basis for compensation and terms of payment associated with Section 2.2 of the Master Agreement to Furnish Financial Consulting Services to the City of Key West. All rates presented apply to services rendered during calendar year 2015 and will be adjusted annually thereafter.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to services performed.

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

2015 Fee Schedule	
Category	Hourly Rate
Director	290
Principal Consultant II	275
Principal Consultant I	240
Senior Consultant II	195
Senior Consultant I	180
Consultant II	160
Consultant I/Analyst	140
Administrative Support	95

Other Direct Costs: All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

In-house services consist of:

- Transportation - \$0.64 per mile for vehicles
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting – a schedule of monthly web hosting rates is available for client access web sites

ATTACHMENT B – LABOR CATEGORY DESCRIPTIONS

Director – Project or program director with generally at least 15 to 20 years of experience. Involved in project or program management tasks, overall deliverable quality, management and leadership of staff, and operations functions.

Principal Consultant II – Principal consultant with generally at least 10 to 15 years of experience. Consultant involved in leading project tasks, producing project deliverable, communicating directly with clients, and serving as the project manager for both small and large project assignments.

Principal Consultant I – Principal consultant with generally at least 6 to 10 years of experience. Consultant involved in leading project tasks and subtasks, producing project deliverables, communicating directly with clients, and serving as an assistant project manager or project manager for small project assignments.

Senior Consultant II – Senior business or engineering consultant with generally at least 5 to 7 years of experience. Consultant involved in leading project subtasks, assistance with the production of project deliverables, and assistance in communication with clients.

Senior Consultant I – Senior business or engineering consultant with a bachelor's degree and generally 4 to 6 years of experience or a master's degree with generally 3 to 5 years of experience.

Consultant II – Business or engineering consultant with a bachelor's degree with generally 2 to 4 years of experience, or with a master's degree and generally 0 to 2 years of experience.

Consultant I / Analyst – Business or engineering consultant with bachelor's degree and approximately 0 to 2 years of experience.

Administrative Support – Includes secretarial, accounting, billing, and project assistant support staff.

Firm Name Arcadis
Response Check List

Elizabeth Michael Marilyn Karen Thaddeus

Mandatory Submittals					
Anti-Kickback Affidavit	X	X	X	X	X
Equal Benefits for Domestic Partners Affidavit	X	X	X	X	X
Cone of Silence Affidavit	X	X	X	X	X
Public Entity Crimes Certification	X	X	X	X	X
Information Page (Project name, name of firm, contact info, project leader)	X	X	X	X	X
Company Information	X	X	X	X	X
Methodology and Approach	X	X	X	X	X
Personnel Resumes & Subconsultants	X	X	X	X	X
Representative Financial Services Projects and Client References	X	X	X	X	X
Correct Project Title	X	X	X	X	X
Proposal Accepted as Responsive	X	X	X	X	X

Points

Vendor Scoring Matrix (Sewer/Stormwater)
Qualifications/Experience (Maximum 200 Points)

Proposer's past performance and experience providing proposed services, including demonstrating relevant experience	0-50	50	50	50	45	50
Qualifications and experience of Project Manager	0-40	40	40	40	35	40
Qualifications and experience of Key Personnel	0-40	40	40	25	40	40
Qualifications, experience, and past performance of Proposer	0-40	40	40	40	35	40
Local Availability of Proposer	0-30	20	25	20	20	30
Sub Total for Qualifications/Experience		190	195	175	175	200

Points

Vendor Scoring Matrix (Solid Waste)
Qualifications/Experience (Maximum 200 Points)

Proposer's past performance and experience providing proposed services, including demonstrating relevant experience	0-50	50	45	50	45	45
Qualifications and experience of Project Manager	0-40	40	35	40	35	40
Qualifications and experience of Key Personnel	0-40	40	35	40	40	40
Qualifications, experience, and past performance of Proposer	0-40	40	35	40	35	40
Local Availability of Proposer	0-30	20	25	20	20	30
Sub Total for Qualifications/Experience		190	175	190	175	195

Additional Services

Qualifications/Experience (Maximum 300 Points)

Capital Financing Support	0-100	100	95	0	0	0
Financial and Compliance Reporting Support	0-100	0	95	0	0	0
Special Rate Determination Assistance	0-100	100	95	0	0	0
Sub Total for Additional Services		200	285	0	0	0

Score for Stormwater/Wastewater

Score for Solid Waste

Additional Services

Storm/Wastewater + Additional Services

Solid Waste + Additional Services

190	175	175	175	200
190	175	190	175	195
200	285	0	0	0
390	460	175	175	200
390	460	190	175	195

Avg 284 storm/sewer
282 solid waste

Firm Name Black + Veatch

Response Check List

Elizabeth

Michael

Marilyn

Karen

Thaddeus

Mandatory Submittals

Anti-Kickback Affidavit	X	X	X	X	X
Equal Benefits for Domestic Partners Affidavit	X	X	X	X	X
Cone of Silence Affidavit	X	X	X	X	X
Public Entity Crimes Certification	X	X	X	X	X
Information Page (Project name, name of firm, contact info, project leader)	X	X	X	X	X
Company Information	X	X	X	X	X
Methodology and Approach	X	X	X	X	X
Personnel Resumes & Subconsultants	X	X	X	X	X
Representative Financial Services Projects and Client References	X	X	X	X	X
Correct Project Title	X	X	X	X	X
Proposal Accepted as Responsive	X	X	X	X	X

Points

Vendor Scoring Matrix (Sewer/Stormwater) Qualifications/Experience (Maximum 200 Points)

Proposer's past performance and experience providing proposed services, including demonstrating relevant experience	0-50	50	45	45	40	50
Qualifications and experience of Project Manager	0-40	40	35	30	35	35
Qualifications and experience of Key Personnel	0-40	30	35	30	40	35
Qualifications, experience, and past performance of Proposer	0-40	40	35	40	35	35
Local Availability of Proposer	0-30	20	25	25	20	30
Sub Total for Qualifications/Experience		180	175	170	170	185

Points

Vendor Scoring Matrix (Solid Waste) Qualifications/Experience (Maximum 200 Points)

Proposer's past performance and experience providing proposed services, including demonstrating relevant experience	0-50					
Qualifications and experience of Project Manager	0-40					
Qualifications and experience of Key Personnel	0-40					
Qualifications, experience, and past performance of Proposer	0-40					
Local Availability of Proposer	0-30					
Sub Total for Qualifications/Experience						

Additional Services

Qualifications/Experience (Maximum 300 Points)

Capital Financing Support	0-100	100	90	50	0	0
Financial and Compliance Reporting Support	0-100	0	0	50	0	0
Special Rate Determination Assistance	0-100	100	90	50	0	0
Sub Total for Additional Services		200	180	150		

Score for Stormwater/Wastewater

Score for Solid Waste

Additional Services

Storm/Wastewater + Additional Services

Solid Waste + Additional Services

180	175	170	170	185
200	180	150	0	0
380	355	320	170	185

Avg Storm/Sewer 282

Firm Name CDM Smith

Response Check List

Elizabeth

Michael

Marilyn

Karen

Thaddeus

Mandatory Submittals

Anti-Kickback Affidavit	X	X	X	X	X
Equal Benefits for Domestic Partners Affidavit	X	X	X	X	X
Cone of Silence Affidavit	X	X	X	X	X
Public Entity Crimes Certification	X	X	X	X	X
Information Page (Project name, name of firm, contact info, project leader)	X	X	X	X	X
Company Information	X	X	X	X	X
Methodology and Approach	X	X	X	X	X
Personnel Resumes & Subconsultants	X	X	X	X	X
Representative Financial Services Projects and Client References	X	X	X	X	X
Correct Project Title	X	X	X	X	X

Proposal Accepted as Responsive	X	X	X	X	X
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Points

Vendor Scoring Matrix (Sewer/Stormwater) Qualifications/Experience (Maximum 200 Points)

Proposer's past performance and experience providing proposed services, including demonstrating relevant experience	0-50				
Qualifications and experience of Project Manager	0-40				
Qualifications and experience of Key Personnel	0-40				
Qualifications, experience, and past performance of Proposer	0-40				
Local Availability of Proposer	0-30				
Sub Total for Qualifications/Experience					

Points

Vendor Scoring Matrix (Solid Waste) Qualifications/Experience (Maximum 200 Points)

Proposer's past performance and experience providing proposed services, including demonstrating relevant experience	0-50	50	50	50	45	50
Qualifications and experience of Project Manager	0-40	40	40	40	35	40
Qualifications and experience of Key Personnel	0-40	40	40	40	40	40
Qualifications, experience, and past performance of Proposer	0-40	40	40	40	35	40
Local Availability of Proposer	0-30	20	25	25	20	30
Sub Total for Qualifications/Experience		190	195	195	175	200

Additional Services

Qualifications/Experience (Maximum 300 Points)	Points					
Capital Financing Support	0-100	100	0	50	0	0
Financial and Compliance Reporting Support	0-100	100	0	50	0	0
Special Rate Determination Assistance	0-100	100	0	50	0	0
Sub Total for Additional Services		300		150		

Score for Stormwater/Wastewater

Score for Solid Waste

Additional Services

Storm/Wastewater + Additional Services

Solid Waste + Additional Services

190	195	195	175	200
300	0	150	0	0
200				
490	195	345	175	200

Avg Solid Waste 281

Firm Name Rafael's

Response Check List

Elizabeth

Michael

Marilyn

Karen

Thaddeus

Mandatory Submittals

Anti-Kickback Affidavit	X	X	X	X	X
Equal Benefits for Domestic Partners Affidavit	X	X	X	X	X
Cone of Silence Affidavit	X	X	X	X	X
Public Entity Crimes Certification	X	X	X	X	X
Information Page (Project name, name of firm, contact info, project leader)	X	X	X	X	X
Company Information	X	X	X	X	X
Methodology and Approach	X	X	X	X	X
Personnel Resumes & Subconsultants	X	X	X	X	X
Representative Financial Services Projects and Client References	X	X	X	X	X
Correct Project Title	X	X	X	X	X

Proposal Accepted as Responsive

X

X

X

X

X

Points

Vendor Scoring Matrix (Sewer/Stormwater)
Qualifications/Experience (Maximum 200 Points)

Proposer's past performance and experience providing proposed services, including demonstrating relevant experience	0-50	45	40	50	45	40
Qualifications and experience of Project Manager	0-40	40	35	40	35	35
Qualifications and experience of Key Personnel	0-40	35	30	30	40	35
Qualifications, experience, and past performance of Proposer	0-40	30	30	40	35	35
Local Availability of Proposer	0-30	20	25	20	20	30
Sub Total for Qualifications/Experience		170	160	180	175	175

Points

Vendor Scoring Matrix (Solid Waste)
Qualifications/Experience (Maximum 200 Points)

Proposer's past performance and experience providing proposed services, including demonstrating relevant experience	0-50					
Qualifications and experience of Project Manager	0-40					
Qualifications and experience of Key Personnel	0-40					
Qualifications, experience, and past performance of Proposer	0-40					
Local Availability of Proposer	0-30					
Sub Total for Qualifications/Experience						

Additional Services

Qualifications/Experience (Maximum 300 Points)

Capital Financing Support	0-100	50	25	0	0	0
Financial and Compliance Reporting Support	0-100	0	0	0	0	0
Special Rate Determination Assistance	0-100	50	25	0	0	0
Sub Total for Additional Services		100	170	0	0	0

Score for Stormwater/Wastewater

Score for Solid Waste

Additional Services

Storm/Wastewater + Additional Services

Solid Waste + Additional Services

170	160	180	175	175
100	170	0	0	0
270	330	180	175	175

Avg Storm/Sewer 226

Firm Name Willdan

Response Check List

Elizabeth

Michael

Marilyn

Karen

Thaddeus

Mandatory Submittals

Anti-Kickback Affidavit	X	X	X	X	X
Equal Benefits for Domestic Partners Affidavit	X	X	X	X	X
Cone of Silence Affidavit	X	X	X	X	X
Public Entity Crimes Certification	X	X	X	X	X
Information Page (Project name, name of firm, contact info, project leader)	X	X	X	X	X
Company Information	X	X	X	X	X
Methodology and Approach	X	X	X	X	X
Personnel Resumes & Subconsultants	X	X	X	X	X
Representative Financial Services Projects and Client References	X	X	X	X	X
Correct Project Title	X	X	X	X	X

Proposal Accepted as Responsive

X	X	X	X	X
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Points

Vendor Scoring Matrix (Sewer/Stormwater) Qualifications/Experience (Maximum 200 Points)

Proposer's past performance and experience providing proposed services, including demonstrating relevant experience	0-50	45	46	45	40	40
Qualifications and experience of Project Manager	0-40	35	35	40	30	30
Qualifications and experience of Key Personnel	0-40	35	30	35	40	30
Qualifications, experience, and past performance of Proposer	0-40	35	30	40	35	30
Local Availability of Proposer	0-30	20	25	25	20	30
Sub Total for Qualifications/Experience		170	160	185	165	160

Points

Vendor Scoring Matrix (Solid Waste) Qualifications/Experience (Maximum 200 Points)

Proposer's past performance and experience providing proposed services, including demonstrating relevant experience	0-50	45	40	50	40	35
Qualifications and experience of Project Manager	0-40	35	35	40	30	30
Qualifications and experience of Key Personnel	0-40	35	35	35	40	30
Qualifications, experience, and past performance of Proposer	0-40	30	30	40	35	30
Local Availability of Proposer	0-30	20	25	25	20	30
Sub Total for Qualifications/Experience		165	165	190	165	155

Additional Services

Qualifications/Experience (Maximum 300 Points)

Capital Financing Support	0-100	75	90	80	0	0
Financial and Compliance Reporting Support	0-100	0	0	50	0	0
Special Rate Determination Assistance	0-100	50	90	50	0	0
Sub Total for Additional Services		125	180	180	0	0

Score for Stormwater/Wastewater

Score for Solid Waste

Additional Services

Storm/Wastewater + Additional Services

Solid Waste + Additional Services

170	160	185	165	160
165	165	190	165	155
125	180	180	0	0
295	340	365	165	160
290	345	340	165	155

Avg 259 Storm/Sewer
259 Solid Waste

INTEROFFICE MEMORANDUM

To: John Paul Castro, Utilities Director

CC: Elizabeth Ignoffo, Permit Engineer
Sue Snider, Purchasing

From: Cheri Smith, City Clerk *Cheri Smith/sph*

Date: April 2, 2015

Subject: **FINANCIAL CONSULTING SERVICES TO SUPPORT THE CITY'S SOLID WASTE SYSTEM, WASTEWATER SYSTEM, STORMWATER SYSTEM, MARINAS AND ECONOMIC CONSULTING; RFQ 15-002**

The following bids were opened Thursday, April 2, 2015 at 3:00 p.m. in response to the above referenced project.

1. Arcadis U.S. Inc.
8201 Peters Road, Suite 3400
Plantation, FL 33324
2. Black & Veatch
1300 Concord Terrace, Suite 120
Sunrise, FL 33323
3. CDM Smith, Inc.
1715 North Westshore Boulevard, Suite 875
Tampa, FL 33607
4. Raftelis Financial Consultants, Inc.
950 S. Winter Park Drive, Suite 240
Casselberry, FL 32707
5. Willdan Financial Services
200 South Orange Avenue, Suite 1550
Orlando, FL 32801

CITY OF KEY WEST

MASTER AGREEMENT TO FURNISH
FINANCIAL CONSULTING SERVICES
TO THE
CITY OF KEY WEST

May 2015

Financial Consultants:
Black and Veatch Corporation

Master Agreement to Furnish Financial Consulting Services to the City of Key West

This AGREEMENT made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 3126 Flagler Ave., Key West, Florida 33040, hereafter referred to as the "CITY" and Black and Veatch Corporation., a corporation authorized to do business in the State of Florida, whose address is 1300 Concord Terrace, Suite 120 Sunrise, FL 33323, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CONSULTANT'S primary responsibilities include, but are not limited to, providing financial consulting assistance in the creation of stormwater, sewer, and solid waste annual rate studies. Additional work may include capital financing support, financial and compliance reporting support, marinas economic consulting operations benchmarking or other consulting services which the CONSULTANT is qualified to provide and which the CITY authorizes the CONSULTANT to undertake in connection with the CITY's present and planned activities in the areas identified below. The specific services, which the CONSULTANT agrees to furnish, are set forth as follows:

- 1.1 Provide comprehensive financial consulting services that may include preparing utility rate models, budgets, and City Commission presentation documents, capital financing support, financial and compliance reporting support, special rate determination assistance (stormwater), operations benchmarking, auditing, analyzing City expenditures and resources, and assisting the CITY with other projects where financial consulting assistance is needed.

CONSULTANT shall provide the above-mentioned Scope of Services as tasked by the CITY for the projects specifically identified in RFQ No. 15-002, RFQ submission/proposal, and any other tasks as assigned under this scope. The terms that the CONSULTANT agrees to follow are set forth as follows:

- 2.1 The specific services to be provided by the CONSULTANT and the compensation for such services will 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.
- 2.2 Unless otherwise indicated in a Task Order, execution of a Task Order by the CITY and CONSULTANT shall constitute authorization for the CONSULTANT to proceed with the services enumerated in the Task Order. Each Task Order will be supported by appropriate cost and pricing data and such other documentation as required by the CITY.
- 2.3 Task Orders shall be numbered consecutively. Each Task Order shall include a description of the scope of services, 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.

2.4 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 will be made through an amendment to the Task Order.

2.5 A task order may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the General Services Dept. Director of the City of Key West.

On termination, the CONSULTANT will 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 will not pay for anticipatory profits.

2.6 The CONSULTANT will provide ADDITIONAL SERVICES mutually agreed to and authorized by the CITY in writing but not specifically described and authorized by a Task Order.

Article 2. Compensation

As consideration for providing the services enumerated in Article 1 and supplemental Task Orders, the CITY shall pay the CONSULTANT fees as defined in each Task Order.

Field rates as identified in Exhibit A shall be applicable when the CONSULTANT'S employees are assigned to a field location for a continuous period exceeding 90 calendar days. Field location is defined as office space which is made available to CONSULTANT'S employees by the CITY at no cost to the CONSULTANT. Field rates shall be applied on the first day the CONSULTANT employee is assigned to a field location. Should the CONSULTANT'S employee assignment not exceed 90 continuous calendar days, CONSULTANT shall be permitted to retroactively reinvoice for the applicable field rate charges but based upon the CONSULTANT'S per diem rates.

The types of compensation methods which shall be used to pay for the CONSULTANT'S services are limited to the following:

- 2.1 Lump sum payment, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.
 - A. The lump sum is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT 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.
 - B. In the event of a change of scope, an appropriate decrease or increase in compensation will be authorized in writing.
 - C. Monthly invoicing will be based on an estimate of the percent complete at the end of the preceding month.
 - D. 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.

2.2 Cost Reimbursable-Per Diem (Time and Expenses)

- A. Hourly Per Diem Rates are provided in Exhibit A to this Agreement. Per Diem Rates are those hourly rates charged for work performed on the PROJECT 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 fiscal year adjustments and shall be based on the Data Resources, Inc. (DRI) forecast of wage and price escalation. There shall be no rate increase until October 1, 2015.
- B. 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 will 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.
- C. 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.
- D. 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.
- E. The CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the CONSULTANT. Direct expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: 1) the costs of express courier charges, mail, supplies and field equipment incurred directly for the PROJECT, printing and reproduction of drawings, documents, and other material, , and subcontracts and other outside services; and 2) CONSULTANT'S standard project charges for computing services, special health and safety requirements of OSHA and telecommunication services; and 3) the costs of travel, including the use of CONSULTANT'S vehicles, subsistence, lodging and related expenses of personnel while traveling in connection with the PROJECT in accordance with CITY policy and Florida Statute FS 112.061. Required Documentation: All requests for travel reimbursement must provide enough detail to clearly indicate the reason (s) for travel, date (s) of travel, exact time (s) of travel, and mode (s) of travel. If travel is by privately owned vehicle, exact mileage traveled with odometer readings must be submitted. All receipts for which reimbursement is requested are subject to Florida Statute rates applicable at the time of travel. CONSULTANT is obligated to minimize all expenses incurred in the execution of this AGREEMENT and subsequent Task Orders. There shall be no markup on expenses reimbursed under this agreement.
- F. All reimbursement requested must be supported by a receipt except where a receipt could not be obtained such as an unattended toll booth or parking meters. In those situations where receipts cannot be obtained, reimbursement requested must be supported by documents that show dates, parking meter numbers and locations, toll booth locations, and signature of employee. Travel, in connection with the work and for convenience of CONSULTANT (to make use of talent not located in Monroe County), shall be included in CONSULTANT's Task Order. Travel requested by CITY'S AUTHORIZED REPRESENTATIVE and travel

associated with permitting and grants, as required by state and federal agencies, will be reimbursed in accordance with this section.

- G. Transportation by passenger vehicles supplied by CONSULTANT in connection with the work will be reimbursed in accordance with Florida Statute 112.061. Required Documentation: Mileage log stating point of departure, point of destination, and odometer reading for both.

Article 3. Invoicing and Payment

Monthly invoices will be issued by CONSULTANT for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the Consultant

4.1. General

- A. The CONSULTANT will serve as CITY'S professional representative under this AGREEMENT, providing professional financial and related consulting advice and furnish customary services incidental thereto.

4.2. Standard of Care

- A. The standard of care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by financial and other related consultants performing the same or similar services at the time said services are performed. The CONSULTANT will perform any services not meeting this standard without additional compensation.

4.3. Opinions of Cost, Financial Considerations, and Schedules

- A. In providing opinions of construction cost, financial analyses, economic feasibility projections, and schedules for design projects, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the CONSULTANT makes no warranty that the CITY'S actual PROJECT costs, financial aspects, economic feasibility or schedules will not vary from the CONSULTANT'S opinions, analyses, projections, or estimates.
- B. If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY will employ an independent cost estimator, contractor, or other appropriate advisor.

4.4 INDIVIDUAL/FIRM Insurance Language

INDIVIDUAL/FIRM is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in the following amounts. Notwithstanding any other provision of

the Contract, the **INDIVIDUAL/FIRM** shall provide the limits of liability insurance coverages 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 (if applicable)	\$1,000,000 Per Claim/Aggregate
Additional Umbrella Liability	\$2,000,000 Occurrence/Aggregate

INDIVIDUAL/FIRM shall furnish an original Certificate of Insurance indicating, and, except for Worker's Compensation and Professional Liability, such policy providing coverage to, City of Key West named as "Additional Insured" on **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. **INDIVIDUAL/FIRM** will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **INDIVIDUAL/FIRM** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **INDIVIDUAL/FIRM** who is performing any labor, services, or material under the Contract. Further, **INDIVIDUAL/FIRM** shall additionally maintain the following limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, **INDIVIDUAL/FIRM'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. **INDIVIDUAL/FIRM** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's 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 workman's compensation coverage under each policy.

INDIVIDUAL/FIRM'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.

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.**

INDIVIDUAL/FIRM will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **INDIVIDUAL/FIRM** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **INDIVIDUAL/FIRM**.

The parties waive all claims for property damage, and shall require their insurers to waive subrogation rights against the other party under any applicable policy of property insurance.

4.5 Subconsultants

A. The CONSULTANT may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY.

4.6 Licenses

A. The CONSULTANT will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt at a cost not to exceed \$98.70.

Article 5. Obligations of the City

5.1. Authorization to Proceed

A. Authorization to proceed will be considered to be given upon execution of each Task Order by the CITY.

5.2. City-Furnished Data

A. The CITY will provide to the CONSULTANT all data in the CITY'S possession relating to the CONSULTANT's services on the PROJECT including, but not limited to, information on any pre-existing. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

5.3. Access to Facilities and Property

A. The CITY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services and will provide labor and safety equipment as required by CONSULTANT for such access. CITY will be responsible for all acts of CITY'S personnel.

5.4. Timely Review

A. The CITY will examine the CONSULTANT's studies, reports, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems

appropriate; and render in writing decisions required of CITY in a timely manner.

5.5. Prompt Notice

- A. The CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of the CONSULTANT.

5.6. Litigation Assistance

- A. The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed in a separate Task Order, and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that CONSULTANT's sole negligence caused CITY's damage.

Article 6. General Legal Provisions

6.1. Agreement Period

- A. The duration of the agreement shall be three (3) years commencing from the date this Agreement was entered into, with an option, maintained by the CITY, to renew the contract on a yearly basis for up to two (2) years.

6.2. Reuse of Project Documents

- A. Reports, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All documents shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT will be at the CITY's sole risk. Nothing herein shall constitute a waiver of City's sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

6.3. Ownership of Work Product and Inventions

- A. With the exception of the "Pre-existing Intellectual Property" described below, all of the work product of CONSULTANT in executing a Project under this contract shall become the property of the CITY when CONSULTANT has been compensated for Services rendered. The City may use the deliverables solely for the purpose for which they were intended. Nothing contained in this Agreement shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. At all times, CONSULTANT shall retain all of its rights in and to its designs, specifications, databases, models, know how, computer software, copyrights, trade and service marks, patents, trade secrets, and any other proprietary property developed or otherwise obtained by or for Consultant independent of this Agreement and any modification thereof ("Pre-existing

Intellectual Property"). Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of CONSULTANT. CONSULTANT hereby grants to CITY an irrevocable, nonexclusive, royalty-free license to utilize CONSULTANT's Pre-existing Intellectual Property provided to CITY as part of the services.

6.4 Force Majeure

- A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.
- B. In the event of a delay that results in additional costs to the CONSULTANT, an appropriate increase in compensation and schedule will be authorized in writing.

6.5 Termination

- A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the General Services Department Director of the City of Key West.
- B. On termination, the CONSULTANT will 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 AGREEMENT. The CITY will not pay for anticipatory profits.

6.6 Suspension, Delay, or Interruption of Work

- A. The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONSULTANT for work performed to date. An equitable adjustment in the PROJECT'S schedule and CONSULTANT's compensation will be made as agreed to by both parties.
- B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.7 Third Party Beneficiaries

- A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries. CONSULTANT's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project.
- B. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

6.8 Indemnification

INDIVIDUAL/FIRM Indemnity Language

To the fullest extent permitted by law, the INDIVIDUAL/FIRM expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages based upon third party claims, including, if allowed by law, 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 any negligent act, omission, or default by INDIVIDUAL/FIRM or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages to the extent caused by any negligent act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the INDIVIDUAL/FIRM or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by INDIVIDUAL/FIRM for Professional Acts

INDIVIDUAL/FIRM hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses based upon third party claims (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent caused by the performance of INDIVIDUAL/FIRM'S negligent acts, errors or omissions, or intentional acts in the performance of INDIVIDUAL/FIRM'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and INDIVIDUAL/FIRM, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under this Agreement 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 INDIVIDUAL/FIRM 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 INDIVIDUAL/FIRM or of any third party to whom INDIVIDUAL/FIRM may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

6.9 Limitation of Liability

- A. CONSULTANT's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.

- C. This limitation of liability will apply whether CONSULTANT'S liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONSULTANT's officers, affiliated corporations, employees, and subcontractors.

6.10 Assignment

- A. Consultant shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

6.11 Jurisdiction

- A. The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.12 Severability and Survival

- A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.13 Dispute Resolution

- A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.
- B. Unless otherwise agreed in writing, the CONSULTANT shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the engineer continues to perform, CITY shall continue to make payments in accordance with this Agreement.

Article 7. Schedules, and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For the CITY, J.K. Scholl

Dated this 10TH day of JULY, 2015.

By: J.K. SCHOLL CITY MANAGER
Name Title

By: _____
Name Title

By: _____
Name Title

For the CONSULTANT,

Dated this 1st day of July, 2015.

By: John H. Cherullo President
Name Title

Reviewed by Loyd MD 7-1-15
Approved by PM(Chambers) e-mail July 1, 2015.

ATTACHMENT "A"
DETAILED FEE SCHEDULE

Provide below is a summary of the Black & Veatch billing rates by Job Category:

<u>Line</u>	<u>Job Category</u>	<u>Billing Rates</u>
1	Analyst	\$ 165.00
2	Senior Analyst	\$ 170.00
3	Consultant	\$ 190.00
4	Manager	\$ 210.00
5	Principal	\$ 250.00
6	Director	\$ 285.00

ATTACHMENT "B"
LABOR CATEGORY DESCRIPTIONS

Provide below is a description of each Black & Veatch Job Category:

Line	Job Category	Primary Purpose
1	Analyst	Responsible for gathering data and providing basic analysis work products to contribute to the completion of an engagement.
2	Senior Analyst	Responsible for compiling analysis and preparation of deliverables to contribute to the completion of multiple engagement phases of a project.
3	Consultant	Responsible for data analysis and initial preparation of deliverables to contribute to the completion of an engagement.
4	Manager	Provides technical or industry knowledge to the completion of multiple engagement phases. Lead and delegate project team efforts through all phases of delivery during an engagement. Will serve as the project manager on perspective engagements.
5	Principal	Provides technical or industry knowledge to contribute to or lead the completion of multiple or all engagement phases. Lead and delegate team work assignments through various phases of an engagement. Serve as a high level project manager on perspective engagements.
6	Director	Direct the development of processes and techniques to improve operations and deliver utility solutions. Provides technical or industry knowledge to contribute to the completion of all engagement phases. Lead work assignments by providing thought leadership, quality assurance, and the appropriate Black & Veatch resources. May serve as a project manager on perspective engagements.