

June 23<sup>rd</sup>, 2023

Kelly Crowe  
Utilities Director  
City of Key West  
1300 White Street  
Key West, FL 33040

Subject: Out-of-Scope Letter Agreement – UV Disinfection System (UVDS) Installation

Dear Kelly:

Jacobs would like to propose the following out-of-scope services as further defined below. These services will comply with the requirements of the Operations, Maintenance and Management Agreement between Operations Management International, Inc. and the City of Key West, Florida dated 31 March 2014.

What is being provided: Jacobs will provide the following out-of-scope services for UVDS installation & commissioning works at the Key West WWTP:

- Installation & commissioning of new UVDS per Trojan submittal (04/13/23) & Jacobs submittal review (05/12/23)
- Use of existing power distribution equipment including MCC breaker, conduits, wiring from MCC breaker to UV disinfection equipment, other existing equipment installed at the Facility
- SCADA integration works (UVDS reporting only)
- Phased installation with full plant operations maintained (1 channel UVDS installed at a time)
- Management, coordination & oversight of OOS work

What is not being provided: Jacobs will not provide the following items:

- Modifications to power distribution equipment (other than at the point of UVDS installation)
- Any other material or service not included within the out-of-scope services

When it is being provided: Start date to be agreed based on confirmation of delivery of UVDS equipment on site. Estimated duration of work is 8 weeks.

Project costs: The lump price for this work is \$317,168 and will be performed during normal business hours. If during the execution of this scope, Jacobs encounters unforeseen conditions that results in additional work to complete the installation & commissioning, Jacobs shall retain the right to bill City for any additional labor and/or materials needed to complete the scope as intended at cost+ 13.75%.

Payment terms: Billing upon completion of the work and payment will be due within thirty (30) days following issuance of Jacobs' invoice.

All other terms and conditions of the Agreement between OMI and the City of Key West remain in full force and effect.

The pricing contained in this letter is valid for ninety (90) days. If these terms are agreeable to you, please sign this letter. A fully executed version of this Agreement will be returned for your files.

Jacobs appreciates the opportunity to provide these services to the City of Key West.

Sincerely,

**Richard Cleaver**  
Project Manager



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Both parties indicate their approval of the above described services by their signature below.

**Operations Management International, Inc.:**

**City of Key West, Florida**

*Andy Rouse*

Name: Andy Rouse  
Title: Vice President

Date: 06/23/2023

Name: Kelly Crowe  
Title: Utilities Director

Date: \_\_\_\_\_