

RESOLUTION NO. 12-167

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA APPROVING TASK ORDER NO. 4-12-SWR FROM CH2M HILL ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$115,754.00 FOR ENGINEERING SERVICES FOR THE DESIGN, PERMITTING, AND BID PHASE SERVICES FOR THE FLEMING KEY BRIDGE PIPE SUPPORT AND PILING REPAIRS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 07-331, the City Commission approved a three-year contract with CH2M Hill, Inc. for General Engineering Services and in Resolution No. 10-287 the contract was extended for an additional two years; and

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

Section 1: That Task Order No. 4-12-SWR for CH2M Hill Engineering, Inc. for engineering services for the design, permitting and bid phase services for the Fleming Key Bridge Pipe Support and Piling Repairs project is hereby approved in an amount not to exceed \$115,754.00.

Section 2: That funds for this project are budgeted in account #401-3503-535-65-00/SE1002.

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 15 day of May, 2012.

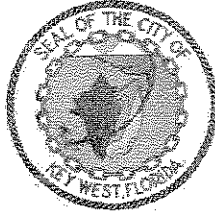
Authenticated by the presiding officer and Clerk of the Commission on May 16, 2012.

Filed with the Clerk May 16, 2012.


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
E. David Fernandez, Asst. City Manager - Operations

FROM: Jay Gewin, Utilities Manager

DATE: April 18, 2012

RE: Approval of a Task Order 4-12-SWR from CH2M Hill in the Amount of \$115,754 for Engineering Services for the Design, Permitting, and Bid Phase Services for the Fleming Key Bridge Pipe Support and Piling Repairs.

ACTION STATEMENT:

This resolution will approve task order 4-12-SWR from CH2M Hill in the amount of \$115,754 for engineering services for the design, permitting and bid phase services for the Fleming Key Bridge pipe support and piling repairs.

The agreement will be executed pursuant to F.S. 287.055 (CCNA), City Code 2-841, and the City's contract with CH2M Hill approved by Resolution # 07-331 and extended and amended through Resolution 10-287.

BACKGROUND:

The City of Key West maintains a bridge that carries our inflow sewer pipeline to the Wastewater Treatment Plant (WWTP) on Fleming Key. It runs parallel alongside the US Navy vehicle bridge over the Fleming Key cut with connects Garrison Bight and the Key West Harbor shipping channel.

All wastewater that enters our WWTP travels over the bridge through this pipeline. It is therefore critical that the City maintains our pipeline bridge to sustain operation of our wastewater collection system. The bridge gets weakened over time by a very strong current along with the occasional boats that have hit the pilings on occasion over the years.

Additionally, if the City were to ever initiate a wastewater reuse program, we would have to ensure the sewer bridge would have to be strong enough to carry an additional 18 inch pipeline.

Key to the Caribbean – Average yearly temperature 77° F.

M E M O R A N D U M



The City of Key West Sewer Bridge is the two pilings and concrete support for the two pipes on the left of the picture. It sits immediately adjacent to the Navy's roadway bridge to Fleming Key

PURPOSE AND JUSTIFICATION

In order to proceed with the necessary repairs to the sewer pipeline bridge, and to make sure the City can use the structure for possible wastewater re-use in the future, it is first necessary to analyze the structure both above and below the waterline. This analysis will be the basis of the scope of work for the generation of bid documents for the bridge repairs that will be performed under this task order, which will also include a cost estimate for the project. Under this task order, CH2M Hill will apply for all required state and federal permits and will perform bid phase services.

The City or OMI does not have the staff available with the technical expertise required to perform this work independently. Staff has reviewed this submittal and found it consistent with the hourly rates established in the City's contract extension with CH2M Hill.

Further, Staff does not feel that the hours that will be billed under this task order are disproportionately allotted to higher-wage management staff. In fact, the Principal Project Manager and Senior Technologist combined account for approximately 16.8% of the hours allotted in this task order.

The task order includes four CH2M Hill staff trips to Key West over the course of the project. City staff feels that this number of trips, and the associated costs, are reasonable to assure that the consultant staff has sufficient oversight for the completion of the task order.

OPTIONS / ADVANTAGES / DISADVANTAGES:

1. The City Commission can award the task order to CH2M Hill and proceed with the Fleming Key Bridge repair project. This will provide the City with a current analysis of the condition of the bridge, and will provide the City with the bid documents and permitting required to complete the repairs. Ensuring the functionality of the sewer pipe bridge is a critical link to maintaining operation of the City's sewer system.
2. The City Commission can decline the task order from CH2M Hill. This option is not recommended by Staff, as the City will not be able to proceed with repairs without an analysis of the bridge's current condition. If the bridge were to enter a state of disrepair or collapse, the City would not be able to operate its WWTP or sewer collection system, which would result in an immediate Citywide emergency.

FINANCIAL IMPACT:

The Fleming Key Bridge repair Project was included in the FY 2012 sewer utility budget in the amount of \$370,000. This was under the assumption that design and construction would start this year. We have budgeted a total of \$980,000 in the sewer capital improvement plan, and we will revise our estimate once the engineering analysis is complete.

The project cost is budgeted in expense account 401-3503-535-65-00/SE1002.

RECOMMENDATION:

Staff recommends that the City Commission select option 1, approving task order 4-12-SWR from CH2M Hill in the amount of \$115,754 for the engineering services for the analysis, design, permitting and bid phase services for the Fleming Key Bridge pipe support and piling repairs.

TASK ORDER 4-12 SWR

ENGINEERING SERVICES FOR THE DESIGN, PERMITTING AND BID PHASE SERVICES FOR THE FLEMING KEY BRIDGE PIPE SUPPORT PILING REPAIRS

This TASK ORDER 4-12 SWR is issued under the terms and conditions of the MASTER AGREEMENT TO FURNISH GENERAL ENGINEERING SERVICES TO THE CITY OF KEY WEST ("AGREEMENT") between the City of Key West ("CITY") and CH2M HILL, Inc. ("ENGINEER") executed on September 18, 2007, which is incorporated herein by this reference.

A. SCOPE OF SERVICES

Specific services that the ENGINEER agrees to furnish are summarized on the attached statement entitled TASK ORDER 4-12 SWR SCOPE OF SERVICES. The Scope of Services defines the work effort anticipated for the Task Order.

B. TIME OF COMPLETION

Work under this Task Order will begin immediately following acceptance and be completed expeditiously subject to coordination with the City of Key West staff. Work may be performed at any time as requested by the CITY within 24 months after the date of execution of this Task Order, at which time the Task Order will expire.

C. COMPENSATION

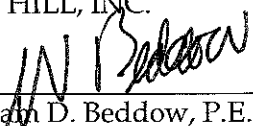
Compensation for the labor portions of TASK ORDER 4-12 SWR, Task A and B will be on a lump sum fee basis as stipulated in Article 2, Paragraph 2.1 of the AGREEMENT. Compensation for the labor portions of Tasks C and D and all expenses will be on a Cost Reimbursable-Per Diem basis as stipulated in Article 2, Paragraph 2.2 of the AGREEMENT. The estimated compensation is shown on the attached statement entitled TASK ORDER 4-12 SWR COMPENSATION.

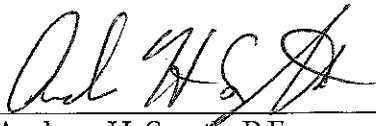
D. ACCEPTANCE

By signature, the parties each accept the provisions of this TASK ORDER 4-12 SWR, and authorize the ENGINEER to proceed at the direction of the City's representative in accordance with Article 1, SCOPE OF SERVICES. Start date for this Project will be no later than ten (10) days after execution of this authorization.

For CH2M HILL, INC.

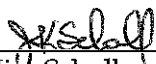
By: _____


William D. Beddow, P.E.
Vice President


Andrew H. Smyth, P.E.
Key West Office Manager

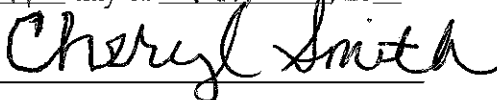
For CITY OF KEY WEST

By: _____


Jim Scholl
City Manager

Dated the 17th day of MAY, 2012

ATTEST: _____



TASK ORDER 4-12 SWR
ENGINEERING SERVICES FOR THE DESIGN, PERMITTING AND
BID PHASE SERVICES FOR THE FLEMING KEY BRIDGE PIPE
SUPPORT PILING REPAIRS

SCOPE OF SERVICES

Project Description

The City of Key West (the City) is planning on implementing the recommendations of the 2003 Seamar Divers, Inc. Report, to repair the damaged precast concrete pilings, which support the primary influent piping that conveys sewage to the Richard A. Heyman Environmental Protection Facility (Wastewater Treatment Plant). The Seamar Report recommended that all of the existing support piling be repaired, by encapsulating each piling to prevent further deterioration, to increase structural integrity, and to provide less resistance to the tidal currents.

Additionally the City is looking into the potential of implementing reuse water for irrigation in areas of Key West. In order to supply reuse water to the City a new pipeline would need to be installed on the Fleming Key Bridge.

As part of the due diligence effort, the City completed a structural evaluation of the existing pipe support system and the potential impacts of the additional pipeline weight. The Technical Memorandum "Structural Evaluation of the Fleming Key Bridge Pipe Crossing Support Pilings, City of Key West, Florida, Work Order F-09 SWR" dated July 17, 2009, recommended a topside and underwater comprehensive inspection be completed and repairs be completed to bring the existing structure up to or exceeding its original "as-built" or "new" condition.

Currently the Fleming Key Bridge pipe crossing piling system is not in an "as-built" or "new" condition. The repair recommendations of the 2003 Seamar Report have not yet been implemented, and the structural condition of the precast concrete support piling has most definitely deteriorated further during the last 9 years. Accordingly, it is recommended that a new, more comprehensive topside and underwater structural evaluation be performed to determine the current condition of the structural elements. It is recommended that the repairs from this more comprehensive inspection and evaluation be accomplished to bring the existing structure up to or exceeding its original "as-built" or "new" condition. Based on the current structural condition of the existing pipe crossing piling support system, it is not recommended that any additional weight be added to the support piling, without implementing the recommended repairs.

The City attempted to work with the Navy to complete the recommended repairs under last year's Navy design/build construction contract for the Fleming Key Bridge improvements, but was unsuccessful.

Purpose

The CITY has requested that the ENGINEER provide engineering services for the design, permitting and bid phases services for the proposed improvements to Fleming Key Bridge Pipe Support Pilings.

Specific activities to be performed under this Work Order include:

- Prepare a Preliminary Design Memorandum (PDM)
- Provide detailed design with submission of 90% documents for review and provide bid documents
- Permitting
- Bid Phase Services

Scope of Services

The scope of services provided below addresses the work to be completed for the Project.

Task A – Preparation of the Preliminary Design Memorandum

ENGINEER shall meet with CITY at a kickoff meeting in Key West to discuss and determine the proposed piling repairs, obtain all available information on the existing structure and perform a comprehensive topside and underwater inspection of the existing pilings. The ENGINEER will prepare a Preliminary Design Memorandum (PDM) that will include:

- The ENGINEER shall retain the services of an underwater inspection company to perform a sub structural inspection of the existing pilings.
- The ENGINEER will prepare comprehensive topside structural evaluation to determine the current condition of the existing pilings.
- Repair methods to be included in the construction documents.
- Preliminary probable construction cost estimate.

An \$18,000 budget has been included in this subtask for the underwater inspection services.

Deliverables

- Two (2) copies of kick-off meeting minutes
- Four (4) copies of draft 90% PDM for review and approval prior to start of detailed design
- Four (4) copies of 100% PDM after incorporation of review comments

Task B – Detailed Design

This task entails activities related to the detailed design of the Fleming Key Bridge Pipe Support Piling repairs.

The design will be completed based upon comments received during the Preliminary Design Memo submission. Final contract drawings and specifications will be prepared. At the end of this subtask the design documents will be considered complete and ready for bidding.

Specific work activities in this task are identified below:

- Finalize technical design specifications and drawings.
- Prepare legal and technical specifications, and contract documents, including bid forms, notice to bidders, general and supplemental conditions, bond forms, etc.
- Conduct 90% review meeting and incorporate review comments from CITY into the Bid Documents.
- Based on the 90% documents, prepare updated final probable construction cost estimate.
- Submit final Bid Documents to the CITY.

Deliverables

- Four (4) copies 90 % review documents; drawings and specifications
- Two (2) copies of final probable construction cost estimate
- Four (4) copies and one (1) electronic copy of Bid Documents, including drawings and specifications

Task C – Permitting

C.1 Pre-Permitting

ENGINEER will conduct permit pre-application phone calls with State and Federal agencies:

- Research appropriate permit type (e.g., general, state programmatic, nationwide, etc.)
- Perform a submerged benthic survey to determine the presence of any submerged aquatic vegetation or corals. If present, CH2M HILL will document species composition, coverage, and relative health within the project area.

C.2 Permit Application Completion and Submittal

ENGINEER will prepare the necessary permit application and submit to the following agencies:

- FDEP (or SFWMD) and USACE Joint Environmental Resource Permit (ERP) Application

Each application will include, but not be limited to the following information:

- Requisite permit drawings (e.g., location map, plan views, and cross sections) indicating the proposed repairs.
- Administrative information including applicant data and legal information.
- Ownership documents for submerged land areas.
- Project narrative discussing the need for the project.
- Description of benthic organisms, identification of flora and fauna, characterization of dominate and important flora and percent cover on pilings to be repaired. Adjacent submerged bottom areas will also be reviewed to assess any indirect impacts to benthic organisms.
- Any additional, pertinent information obtained during the data collection phase of the project that supports the issuance of the required permit.

All draft application packages will be submitted to the City for review and comment. Revised application packages will be compiled and submitted individually to the State and USACE. The CITY will be responsible for all permit application fees.

C.3 Permit Inquiry and Response

ENGINEER will prepare a response to a single Request for Additional Information (RAI) inquiry from each of the involved State and Federal agencies. A response will also be provided to comments from the review agencies such as the FFWCC, USFWS, and NMFS. All responses will be submitted to the CITY for review and comment. Revised responses will then be submitted directly to the appropriate agencies.

Deliverables

The following deliverables will be provided under this Task:

- Two (2) copies of all completed permit applications associated with the project.
- Two (2) copies of RAI responses.

Task D- Bid Phase Services

Bidding services are based on a Bid Period of 30 days. The ENGINEER will provide the following services to the CITY to assist in the bidding process:

- Coordinate with CITY to provide Bid Documents to DemandStar uploading.
- All direct communications with bidders on matters related to the technical aspects of the design will be handled directly by the ENGINEER.

- Coordinate and conduct one pre-bid meeting to familiarize bidders with the scope of work and to answer questions that may arise.
- Issue ADDENDA, if required
- Bids will be received, opened, and read aloud by the CITY at the designated time and location.
- Review and evaluate bids for compliance and completeness. The ENGINEER will prepare an award letter for the CITY recommending the successful bidder.
- After award, the ENGINEER will distribute to the successful Contractor five (5) sets of Contract Documents for execution. The Contractor will be directed to return the executed Contract Documents to the ENGINEER for compliance review of the bidding requirements. After the ENGINEER reviews the Contract Documents, the five (5) sets will be sent to the CITY for final review and execution.
- Prepare Conformed Contract Documents for use by CITY, ENGINEER, and Contractor during construction.

Bid phase services will be considered complete upon the ENGINEER's review and forwarding of the Contractor's executed Contract Documents to the CITY, and submittal of Conformed Documents to the CITY.

Bid Phase Deliverables

- Two (2) copies of Pre-bid meeting minutes
- Two (2) copies of Recommendation of award letter
- Five (5) copies of Contract Documents for execution
- Eight (8) copies of 11x17 Conformed Contract Documents, two (2) sets full size drawings and two (2) electronic copies. (Two 11x17, one full-size and one electronic are assumed to be delivered to awarded contractor)

Assumptions

The following assumptions were used in the development of this Task Order

- The design work on this project will be completed in calendar year 2012.
- Bid advertisement will occur in calendar year 2012
- The Kick-off meeting will be held in Key West and scheduled to coincide with the underwater inspections.
- The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change in scope and fee.
- The design documents will be prepared for a single construction contract.

- The CITY will make available any studies, reports, "as-built" or "record" drawings completed for the existing bridge in its possession.
- The ENGINEER's master specifications will be used as the basis for all technical specification sections in Divisions 1 through 49. The ENGINEER's master specifications incorporating CITY requirements will be used for General Conditions, Supplemental Conditions, and other front end documents.
- The Engineer assumes that the Fleming Key Bridge is structurally adequate and no additional design or repairs for the bridge are included in this project.
- An \$18,000 budget has been included for an underwater substructure evaluation and condition survey.
- Circulation/Flushing Surveys or Assessments, water and Sediment Quality testing, Benthic Infauna Testing and Mitigation planning and design are not included in this scope of work.
- Sovereign Submerged Lands Permitting/Approval are not included in this scope of work.
- Legal, easement, or plat surveys will not be required.
- The CITY will pay for all permit application fees.
- Submission of up to two (2) sets of signed and sealed drawings and specifications for permitting purposes are included, in addition to permitting requirements.
- Engineer assumes one (1) RAI response to each permitting agencies for permit will be required. A total of three (3) RAI's are assumed.
- Bid phase services are based on a 30 day bid period and assume up to three (3) addenda will be issued. All Bid Documents and Addenda will be provided in electronic format for uploading to DemandStar by City.
- The Contract will be awarded after the first bidding process. Re-bidding will be considered as an "Additional Service".

Obligations of the CITY

To assist meeting schedule and budget estimates contained in this Task Order, the CITY will provide the following:

- Prompt review and comment on all deliverables (within 10 working days of receipt).
- Facilitate access to any required facilities
- Provide all available studies, reports and/or existing environmental data from the project area, bridge record drawings or as-built drawings, and specifications
- Any other information in the possession of the City, which may be pertinent to the permitting of the project.

- Attendance of key personnel at meeting as requested
- Payment of all permit application fees

Additional Services

The ENGINEER will, as directed by the CITY, provide additional services that are related to the project, but not included within this Scope of Services. These and other services can be provided, if awarded by the CITY, as an amendment to this Task Order. Work will begin for the additional services after receipt of a written notice to proceed from the CITY. Additional services may include, but are not limited to, the following:

- Re-bidding any, or all, portions of this project including preparation of changes to the project because of causes external to performance of detailed design, such as changes in bid climate, equipment and material costs
- Additional permitting involving agencies other than those listed in task C
- Construction Phase Services

Compensation

The estimated compensation for TASK ORDER 4-12 SWR, is shown on Attachment "A" entitled TASK ORDER 4-12 SWR, COMPENSATION.

Completion Dates

See the preliminary project schedule presented below.

Task	Proposed Dates
Kick-off Meeting	Within 4 weeks after NTP
Preliminary Design Memo	8 weeks after NTP
90% Design Documents	8 weeks after receipt of Preliminary Design Memo review comments
Bid Documents	2 weeks after receipt of 90% document review comments
Permitting	TBD
Bid Phase Services	TBD

Attachment A
TASK ORDER 4-12 SWR, COMPENSATION

**TASK ORDER 4-12 SWR
COMPENSATION**

**ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND BID PHASE SERVICES
FOR THE FLEMING KEY BRIDGE PIPE SUPPORT PILING REPAIRS**

Task	Hours	Labor	Expenses	Total Cost
Task A1 - Preliminary Design Report	132	\$16,174	\$20,400	\$36,574
Task B1 - Design Phase	394	\$43,790	\$1,550	\$45,340
Task C1 - Permitting	162	\$19,734	\$1,700	\$21,434
Task D1 - Bid Phase	100	\$10,956	\$1,450	\$12,406
Total	788	\$90,654	\$25,100	\$115,754

COMPENSATION BREAKDOWN						
Task Order 4-12 SWR						
TASK NO.	TASK DESCRIPTION	HOURLY RATE	TOTAL HOURS	LABOR	EXPENSES	TOTAL COST
A	Preliminary Design Report					
	Principal PM/Principal Technologist	\$172.00	18	\$3,096		\$3,096
	Senior Technologist/Senior PM	\$158.00	6	\$948		\$948
	Senior Professional	\$148.00	40	\$5,920		\$5,920
	Assoc Engineer	\$110.00	42	\$4,620		\$4,620
	Senior Project Assistant	\$ 63.00	20	\$1,260		\$1,260
	Clerical	\$ 55.00	6	\$330		\$330
	(1) - 4 Day trip to KWF				\$2,000	\$2,000
	Underwater Inspection Allowance				\$18,000	\$18,000
	Printing/Reprographics/Shipping				\$400	\$400
Preliminary Design Report SUBTOTAL			132	\$16,174	\$20,400	\$36,574
B	Design Phase					
	Principal PM/Principal Technologist	\$172.00	36	\$6,192		\$6,192
	Senior Technologist/Senior PM	\$158.00	16	\$2,528		\$2,528
	Senior Professional	\$148.00	40	\$5,920		\$5,920
	Assoc Engineer	\$110.00	124	\$13,640		\$13,640
	Tech 5	\$103.00	16	\$1,648		\$1,648
	Tech 4	\$ 93.00	96	\$8,928		\$8,928
	Technical Editor/Spec Processor	\$ 84.00	40	\$3,360		\$3,360
	Senior Project Assistant	\$ 63.00	18	\$1,134		\$1,134
	Clerical	\$ 55.00	8	\$440		\$440
	(1) - 2 Day trip to KWF				\$950	\$950
	Printing/Reprographics/Shipping				\$600	\$600
Design Phase SUBTOTAL			394	\$43,790	\$1,550	\$45,340
C	Permitting					
	Principal PM/Principal Technologist	\$172.00	40	\$6,880		\$6,880
	Senior Technologist/Senior PM	\$158.00	4	\$632		\$632
	Senior Professional	\$148.00	4	\$592		\$592
	Assoc Engineer	\$110.00	96	\$10,560		\$10,560
	Senior Project Assistant	\$ 63.00	10	\$630		\$630
	Clerical	\$ 55.00	8	\$440		\$440
	(2) - 2 Day trip to KWF				\$1,300	\$1,300
	Printing/Reprographics/Shipping				\$400	\$400
Permitting SUBTOTAL			162	\$19,734	\$1,700	\$21,434
D	Bid Phase					
	Principal PM/Principal Technologist	\$172.00	10	\$1,720		\$1,720
	Senior Technologist/Senior PM	\$158.00	2	\$316		\$316
	Senior Professional	\$148.00	24	\$3,552		\$3,552
	Assoc Engineer	\$110.00	16	\$1,760		\$1,760
	Tech 5	\$103.00	2	\$206		\$206
	Tech 4	\$ 93.00	10	\$930		\$930
	Technical Editor/Spec Processor	\$ 84.00	12	\$1,008		\$1,008
	Senior Project Assistant	\$ 63.00	18	\$1,134		\$1,134
	Clerical	\$ 55.00	6	\$330		\$330
	(1) - 2 Day trip to KWF				\$950	\$950
	Printing/Reprographics/Shipping				\$500	\$500
Bid Phase SUBTOTAL			100	\$10,956	\$1,450	\$12,406
PROJECT TOTALS						
TOTAL HOURS			788			
TOTAL LABOR ESTIMATE				\$90,654	\$25,100	\$115,754
TO 4-12 SWR TOTAL			788	\$90,654	\$25,100	\$115,754

RESOLUTION NO. 10-287

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, EXERCISING THE TWO-YEAR RENEWAL OPTION CONTAINED IN THE CONTRACT FOR GENERAL AND UTILITY ENGINEERING SERVICES WITH CH2MHILL, ORIGINALLY APPROVED IN RESOLUTION NO. 07-331; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 07-331, the City Commission approved a three-year contract with a two-year renewal option with CH2MHILL in accordance with RFQ 06-007; and

WHEREAS, the City Commission, having considered staff recommendations, has chosen to renew the contract, for the two year extension period.

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

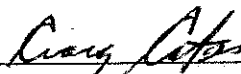
Section 1: That the contract is hereby extended for two years, pursuant to the contract documents approved in Resolution No. 07-331;

Section 2: 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 October, 2010.

Authenticated by the presiding officer and Clerk of the Commission on October 5, 2010.

Filed with the Clerk October 6, 2010.


CRAIG BATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 899-3700

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EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
E. David Fernandez, Asst. City Manager – Operations
Mark Finigan, Asst. City Manager - Administration

FROM: Jay Gewin, Utilities Manager

DATE: August 20, 2010

RE: **Approval of a 2-Year Extension to the City's Contract for General and Utility Engineering Services with CH2M Hill**

ACTION STATEMENT:

This resolution will approve a 2-Year Extension as stipulated within the City's contract with CH2M Hill to provide general and utility engineering services.

BACKGROUND:

The City has need of engineering firms of many different disciplines to help design, permit, repair, analyze, and construct facilities of all types. These firms help staff prepare numerous types of projects including stormwater design, underground utilities, facilities design, dock/pier design and maintenance, sewer facilities design/upgrades, construction management and inspection, informational studies, etc.

As the City has multiple departments that manage projects of all sizes and disciplines simultaneously, the City typically contracts with multiple engineering firms to handle the workload. For instance historically, the General Services Department can keep two large engineering firms busy with design just to meet that department's project needs.

In 2007, the City issued a request for qualifications for engineering services. Staff ranked the submittals at a publicly-advertised meeting, and the City Commission approved staff's ranking of the top six firms. Contracts were then negotiated with these firms for a three-year term with one additional two-year option to extend the contract. The City Commission approved its contract with CH2M Hill on September 19, 2007 (Resolution 07-331).

Key to the Caribbean – Average yearly temperature 77° F.

PURPOSE AND JUSTIFICATION

The City has been satisfied with the services it has received from CH2M Hill. They are very accessible and responsive to staff, with an office conveniently located on Stock Island. The firm has successfully completed numerous task orders from the City, including the design of stormwater gravity wells, environmental consulting at the Truman Waterfront, the design of the generator system for the sewer lift stations, and the landfill repair oversight. They are currently assisting with several ongoing projects including the White St. Pump Station, and the WWTP Headworks/Capacity Expansion project.

At its September 21st City Commission meeting, the City Commission directed staff to request that the consultant lower its rates for the contract extension period. In response, CH2M Hill has proposed to roll back its rates to the original 2007 figures that were part of the initial contract terms with the City. These rates will remain in effect for the entire term of the two-year extension.

City Staff has analyzed the consultant hourly wages established in this contract, and finds them to be acceptable and comparable to other engineering firms.

OPTIONS / ADVANTAGES / DISADVANTAGES:

1. The City Commission can decline extending the contract with CH2M Hill. This option is not recommended by staff. Utilizing consulting contracts with various firms has been one of the key ingredients in the City's ability to manage projects simultaneously, and benefit from a level of expertise that is not available within City staff. Without the assistance of engineering consultants, it would be tremendously difficult for the City to meet its capital improvement schedule. The City is satisfied with the performance and responsiveness of CH2M Hill.
2. The City can go out for RFQ for engineering services. This option is not recommended due to Staff's satisfaction with the terms of the existing contracts. The City would plan on going to RFQ in two years once this 2-year extension expires.
3. The City Commission can approve this 2-year contract extension with CH2M Hill. Retaining CH2M Hill under contract will enable the City to proceed with its capital improvement schedule and will utilize a tremendous amount of expertise this firm has in engineering, sewer, stormwater, solid waste/landfills, and marine/port work. It will also allow the City to continue the use of a contract whose terms are acceptable to Staff.

FINANCIAL IMPACT:

There is no direct cost related to extending this contract. However, the cost of services for any particular project will be established through a task order. As per the City's purchasing code, any task order exceeding \$20,000 will be brought to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission select option 3, the approval of a 2-year contract extension with CH2M Hill.



CH2MHILL

September 24, 2010

Jay Gewin
City of Key West
604 Simonton St.
Key West, FL 33040

CH2M HILL
6410 5th Street
Suite 2-A
Key West, FL
33040-5835
TEL 305.294.1645
FAX 305.294.4913

Subject: 2 year Extension Option to the September 19, 2007 Master Agreement to Furnish
General Engineering Services to the City of Key West

Dear Mr. Gewin:

Our September 19, 2007, engineering agreement with the City provides for an initial three-year term with an additional two-year option to extend, on behalf of the City. These terms can be found in Article 6.1.A of the agreement. The original three-year term is set to expire on September 19, 2010.

Because we value the City of Key West as a client and appreciate the impact that the current economy has had on all of us, CH2M HILL is proposing to utilize our 2007 per diem rates which were approved by the City of Key West in September 2006. Additionally, CH2M HILL will maintain these rates for the duration of the two-year contract extension period.

Our proposed per diem rates for work performed under the October 1, 2007 agreement extension for fiscal year 2011 and 2012, from October 1, 2010 through September 30, 2012 are attached in Exhibit A, along with a description of employer category included in Exhibit B.

It has been our pleasure working with the City of Key West over these past three years and many years previously; we believe we can continue to assist the City with your engineering needs. We are hereby requesting that the City exercise the contract option to grant CH2M HILL a two extension to the above mentioned contract.

If you have any questions or need additional information, please contact me.

Sincerely,

CH2M HILL

Andrew Smyth, P.E.
Key West Office Manager

Matthew Alvarez, P.E.
Vice President
South Florida Area Manager

c: David Fernandez/City Key West
Heather Oblaczynski/CH2M HILL

EXHIBIT A
Per Diem Rates for Master Agreement to Furnish General Engineering Services to
the City of Key West

Employee Category	Per Diem Rate* (\$ per Hour)	Field Rate (\$ per Hour)
<u>Professionals</u> -- Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists, Construction Inspectors		
Regional Group Manager	185.00	
Principal Project Manager, Principal Technologist	172.00	
Senior Project Manager, Senior Technologist	158.00	
Project Manager Senior Professional	148.00	
Project Professional	122.00	
Associate Professional	110.00	
Staff Professional II	98.00	
Staff Professional I	84.00	
<u>Technicians</u> -- Drafters, Graphic Artists, Computer, Surveyors, Cartographics		
Technician 5	103.00	96.00
Technician 4	96.00	87.00
Technician 3	74.00	69.00
Technician 2	67.00	62.00
Technician 1	62.00	58.00
Technical Editor, Specification Processor	84.00	
Senior Project Assistant	63.00	
Clerical/Office Support	55.00	

*Note: Rates shown are from 2007 and are applicable October 1, 2010 through September 30, 2012.

EXHIBIT B

Regional Group Manager

BS or MS/MBA degree in a technical or business discipline and registered in their profession. Typical experience ranges from 15-30 years and certified as a Project Management Professional. Oversight of projects to ensure procedures is followed with specific emphasis on appropriate planning, chartering and endorsement, change management, project controls and statusing, and closeout.

Principal Project Manager

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) and registered in their profession. Experience ranges from 12-20 years consulting experience that include planning, staffing, schedule, budget, quality, safety, and coordination of subcontractors.

Principal Technologist

Requires a Bachelors or Masters degree in the appropriate discipline, and may also require a Ph.D. Relevant experience between 10 and 15 years serving as technical leaders for their aligned core technology for nationally and globally strategic projects or as senior technology consultants.

Senior Project Manager

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) and registered in their profession. A minimum of 10-15 years consulting experience that include planning, staffing, schedule, budget, quality, safety, and coordination of subcontractors.

Senior Technologist

Bachelors or Masters Degree in the appropriate discipline, and may also require a Ph.D. Relevant experience between 5 and 10 years serving as technical leaders for their aligned core technology for regionally strategic projects, serve as senior technology consultants on other regional projects and may also serve in key project roles on globally strategic projects.

Project Manager, Senior Professional

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) and registered in their profession with a minimum of 9-14 years consulting experience with specific responsibilities and accountabilities that include planning, staffing, schedule, budget, quality, safety, and coordination of subcontractors. Construction professionals have a minimum of 15 years experience in the construction industry with an emphasis in design/build projects.

Project Professional

Requires a Bachelors or Masters Degree in the appropriate discipline with 7 or more years of experience applying diversified knowledge of discipline principles and practices. Requires registration in their profession. Construction professionals have a minimum 10 years experience in the construction industry with an emphasis in design/build projects.

Associate Professional

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) with 4-7 years consulting experience. Independently evaluates, selects and applies standard engineering techniques and procedures.

Staff Professional II

BS or MS degree in an engineering discipline with engineering experience range from 2 to 5 years in providing project oversight to technicians and assisting in more complex assignments.

Staff Professional I

B.S. degree in an engineering discipline with engineering experience ranging from 0 to 2 years using fundamental concepts, practices, and procedures.

Technician 5

A 4-year Bachelor's Degree in Technical Communications, English, Journalism, or related field with a required minimum 3 years of technical experience.

Technician 4

Two-year degree in technology or related degree, or 4 years directly related experience. Develops electronic and database files and drawings, including extraction and annotation of drawings from 3D models and conceptual studies within particular design technology and/or project standards.

Technician 3

Two-year degree in technology or related degree, or 4 years directly related experience. Capable of drafting health and safety plans, sampling plans, and limited report writing. May develop electronic drawing files and extract and annotate 2D drawings from 3D models.

Technician 2

Two-year degree in engineering technology with 0-4 years experience, the ability under general supervision, to produce electronic drawing files and annotate drawings extracted from 3D models within project standards from sketches, layouts, and notes.

Technician 1

Two-year degree in engineering technology with 0-4 years directly related experience.

Technical Editor, Specification Processor

Six years of technical publications experience required. Supports business group project manager by leading complex multi-volume documentation efforts; coordinates and edits author input; and oversees the document production staff.

Senior Project Assistant

Five or more year's project related support experience with advanced administrative clerical skills and knowledge.

Clerical/Office Support

Two to five years general office/clerical support experience.



CH2MHILL

CH2M HILL
6410 5th Street
Suite 2-A
Key West, FL 33040-5835
Tel 305.294.1645
Fax 305.294.4913

June 3, 2010

Jay Gewin
City of Key West
604 Simonton St.
Key West, FL 33040

Subject: 2 year Extension Option to the September 19, 2007 Master Agreement to Furnish
General Engineering Services to the City of Key West

Dear Mr. Gewin:

Our September 19, 2007, engineering agreement with the City provides for an initial three-year term with an additional two-year option to extend, on behalf of the City. These terms can be found in Article 6.1.A of the agreement. The original three-year term is set to expire on September 19, 2010.

It has been our pleasure working with the City of Key West over these past three years and many years previously; we believe we can continue to assist the City with your engineering needs. We are hereby requesting that the City exercise the contract option to grant CH2M HILL a two extension to the above mentioned contract.

If you have any questions or need additional information, please contact me.

Sincerely,

CH2M HILL

Andrew Smyth

c: David Fernandez/City Key West
Matt Alvarez/CH2M HILL
Heather Oblaczynski/CH2M HILL



CH2MHILL

CH2M HILL

6410 5th Street

Suite 2-A

Key West, FL

33040-5835

TEL 305.294.1645

FAX 305.294.4813

August 11, 2010

Jay Gewin
City of Key West
604 Simonton St.
Key West, FL 33040

Subject: 2 year Extension Option to the September 19, 2007 Master Agreement to Furnish General Engineering Services to the City of Key West

Dear Mr. Gewin:

Our September 19, 2007, engineering agreement with the City provides for an initial three-year term with an additional two-year option to extend, on behalf of the City. These terms can be found in Article 6.1.A of the agreement. The original three-year term is set to expire on September 19, 2010.

Because we value the City of Key West as a client and appreciate the impact that the current economy has had on all of us, CH2M HILL will maintain our existing FY 2009/2010 rates for FY 2011. Rates for FY 2012 may be subject to adjustment based on 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).

Our proposed per diem rates for work performed under the October 1, 2007 agreement extension for fiscal year 2011, from October 1, 2010 through September 30, 2011 are attached in Exhibit A, along with a description of employer category included in Exhibit B.

It has been our pleasure working with the City of Key West over these past three years and many years previously; we believe we can continue to assist the City with your engineering needs. We are hereby requesting that the City exercise the contract option to grant CH2M HILL a two extension to the above mentioned contract.

If you have any questions or need additional information, please contact me.

Sincerely,

CH2M HILL

Andrew Smyth
Key West Office Manager

Matthew Alvarez
South Florida Area Manager

c: David Fernandez/City Key West
Heather Oblaczynski/CH2M HILL

EXHIBIT A
Per Diem Rates for Master Agreement to Furnish General Engineering Services to
the City of Key West

Employee Category	Per Diem Rate (\$ per Hour)	Field Rate (\$ per Hour)
<u>Professionals -- Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists, Construction Inspectors</u>		
Regional Group Manager	191.00	
Principal Project Manager, Principal Technologist	177.00	
Senior Project Manager, Senior Technologist	163.00	
Project Manager Senior Professional	153.00	
Project Professional	126.00	
Associate Professional	113.00	
Staff Professional II	101.00	
Staff Professional I	87.00	
<u>Technicians -- Drafters, Graphic Artists, Computer, Surveyors, Cartographics</u>		
Technician 5	106.00	99.00
Technician 4	96.00	90.00
Technician 3	76.00	71.00
Technician 2	69.00	64.00
Technician 1	64.00	60.00
Technical Editor, Specification Processor	87.00	
Senior Project Assistant	65.00	
Clerical/Office Support	57.00	

Note: Rates applicable October 1, 2009 through September 30, 2011.

EXHIBIT B

Regional Group Manager

BS or MS/MBA degree in a technical or business discipline and registered in their profession. Typical experience ranges from 15-30 years and certified as a Project Management Professional. Oversight of projects to ensure procedures is followed with specific emphasis on appropriate planning, chartering and endorsement, change management, project controls and statusing, and closeout.

Principal Project Manager

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) and registered in their profession. Experience ranges from 12-20 years consulting experience that include planning, staffing, schedule, budget, quality, safety, and coordination of subcontractors.

Principal Technologist

Requires a Bachelors or Masters degree in the appropriate discipline, and may also require a Ph.D. Relevant experience between 10 and 15 years serving as technical leaders for their aligned core technology for nationally and globally strategic projects or as senior technology consultants.

Senior Project Manager

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) and registered in their profession. A minimum of 10-15 years consulting experience that include planning, staffing, schedule, budget, quality, safety, and coordination of subcontractors.

Senior Technologist

Bachelors or Masters Degree in the appropriate discipline, and may also require a Ph.D. Relevant experience between 5 and 10 years serving as technical leaders for their aligned core technology for regionally strategic projects, serve as senior technology consultants on other regional projects and may also serve in key project roles on globally strategic projects.

Project Manager, Senior Professional

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) and registered in their profession with a minimum of 9-14 years consulting experience with specific responsibilities and accountabilities that include planning, staffing, schedule, budget, quality, safety, and coordination of subcontractors. Construction professionals have a minimum of 15 years experience in the construction industry with an emphasis in design/build projects.

Project Professional

Requires a Bachelors or Masters Degree in the appropriate discipline with 7 or more years of experience applying diversified knowledge of discipline principles and practices. Requires registration in their profession. Construction professionals have a minimum 10 years experience in the construction industry with an emphasis in design/build projects.

Associate Professional

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) with 4-7 years consulting experience. Independently evaluates, selects and applies standard engineering techniques and procedures.

Staff Professional II

BS or MS degree in an engineering discipline with engineering experience range from 2 to 5 years in providing project oversight to technicians and assisting in more complex assignments.

Staff Professional I

B.S. degree in an engineering discipline with engineering experience ranging from 0 to 2 years using fundamental concepts, practices, and procedures.

Technician 5

A 4-year Bachelor's Degree in Technical Communications, English, Journalism, or related field with a required minimum 3 years of technical experience.

Technician 4

Two-year degree in technology or related degree, or 4 years directly related experience. Develops electronic and database files and drawings, including extraction and annotation of drawings from 3D models and conceptual studies within particular design technology and/or project standards.

Technician 3

Two-year degree in technology or related degree, or 4 years directly related experience. Capable of drafting health and safety plans, sampling plans, and limited report writing. May develop electronic drawing files and extract and annotate 2D drawings from 3D models.

Technician 2

Two-year degree in engineering technology with 0-4 years experience, the ability under general supervision, to produce electronic drawing files and annotate drawings extracted from 3D models within project standards from sketches, layouts, and notes.

Technician 1

Two-year degree in engineering technology with 0-4 years directly related experience.

Technical Editor, Specification Processor

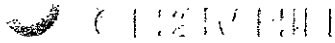
Six years of technical publications experience required. Supports business group project manager by leading complex multi-volume documentation efforts; coordinates and edits author input; and oversees the document production staff.

Senior Project Assistant

Five or more year's project related support experience with advanced administrative clerical skills and knowledge.

Clerical/Office Support

Two to five years general office/clerical support experience.



CH2M HILL
6410 5th Street
Suite 2-A
Key West, FL 33040-5835
Tel 305.294.1645
Fax 305.294.4913

September 1, 2009

Mr. Gary Bowman
General Services Director
City of Key West
525 Angela Street
Key West, Florida 33040

Dear Mr. Bowman:

Subject: October 1, 2007 Master Agreement to Furnish General Engineering
Services to the City of Key West

Our October 1, 2007, engineering agreement with the City provides for annual fiscal year adjustments for the Cost Reimbursable - Per Diem (Time and Expenses) method of compensation for our engineering services. Our current per diem rates are for the period ending September 30, 2009.

Because we value the City of Key West as a client and appreciate the impact that the current economy has had on all of us, CH2M HILL will maintain our existing FY 2009 rates for FY 2010.

Our proposed per diem rates for work performed under our October 1, 2007, agreement for fiscal year 2010, from October 1, 2009 through September 30, 2010 are attached in Exhibit A.

Sincerely,

Andrew H. Smyth, P.E.

CH2M HILL

cc: David Fernandez/City Key West
William Oliver/CH2M HILL
Walt Schwarz/CH2M HILL
Chuck Hendrick/CH2M HILL
Bo Bruner/CH2M HILL

EXHIBIT A
Per Diem Rates for Master Agreement to Furnish General Engineering Services to
the City of Key West

Employer Category	Per Diem Rate (\$ per Hour)	Field Rate (\$ per Hour)
<hr/>		
Professionals -- Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists		
Regional Group Manager	191.00	
Principal Project Manager, Principal Technologist	177.00	
Senior Project Manager, Senior Technologist	163.00	
Project Manager Senior Professional	153.00	
Project Professional	126.00	
Associate Professional	113.00	
Staff Professional II	101.00	
Staff Professional I	87.00	
<hr/>		
<u>Technicians</u> -- Drafters, Graphic Artists, Computer, Surveyors, Cartographics, Construction Inspectors		
Technician 5	106.00	99.00
Technician 4	96.00	90.00
Technician 3	76.00	71.00
Technician 2	69.00	64.00
Technician 1	64.00	60.00
<hr/>		
Technical Editor, Specification Processor	87.00	
Senior Project Assistant	65.00	
Clerical/Office Support	57.00	

Note: Rates applicable October 1, 2008 through September 30, 2010.

CH2M HILL
6410 5th Street
Suite 2-A
Key West, FL 33040-5235
Tel 305.294.1545
Fax 305.294.4913

September 12, 2008

Mr. E. David Fernandez
Assistant City Manager
City of Key West
525 Angela Street
Key West, Florida 33040

Dear Mr. Fernandez:

Subject: October 1, 2007 Master Agreement to Furnish General Engineering
Services to the City of Key West

Our October 1, 2007, engineering agreement with the City provides for annual fiscal year adjustments for the Cost Reimbursable - Per Diem (Time and Expenses) method of compensation for our engineering services. Per our Agreement these adjustments 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), which for the 12-month period ending June 2008 is 3.1 percent. Our current per diem rates are for the period ending September 30, 2008.

Our proposed per diem rates for work performed under our October 1, 2007, agreement for fiscal year 2009, from October 1, 2008 through September 30, 2009, are attached is Exhibit A.

These proposed fiscal year 2008 rates do not exceed the allowed maximum BLS ECI index of 3.1 percent. Please call me if you have any questions.

Sincerely,

CH2M HILL

Andrew H. Smyth, P.E.

cc: William Oliver/CH2M HILL
Walt Schwarz/CH2M HILL
Chuck Hendrick/CH2M HILL
Bo Bruner/CH2M HILL

Exhibit A

Per Diem Rates for Master Agreement to Furnish General Engineering Services to the City of Key West

Employee Category	Per Diem Rate (\$ per Hr.)	Field Rate (\$ per Hr.)
<u>Professionals – Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists</u>		
Regional/Group Manager	191.00	
Principal Project Manager, Principal Technologist	177.00	
Senior Project Manager, Senior Technologist	163.00	
Project Manager, Senior Professional	153.00	
Project Professional	126.00	
Associate Professional	113.00	
Staff Professional II	101.00	
Staff Professional I	87.00	
<u>Technicians – Drafters, Graphic Artists, Computer, Surveyors, Cartographics, Construction Inspectors</u>		
Technician 5	106.00	99.00
Technician 4	96.00	90.00
Technician 3	76.00	71.00
Technician 2	69.00	64.00
Technician 1	64.00	60.00
Technical Editor, Specifications Processor	87.00	
Senior Project Assistant	65.00	
Clerical, Office Support	57.00	

Note: Rates applicable October 1, 2008 through September 30, 2009.

RESOLUTION NO. 07-331

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED CONTRACT BETWEEN THE CITY AND CH2MHILL FOR GENERAL AND UTILITY ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 07-254, the City Commission selected six firms in response to RFQ No. 06-007, and authorized the City Manager to negotiate contracts with each firm, to be used on a task order basis, for general and utility engineering services; and

WHEREAS, contract negotiations between the City and CH2MHill, one of selected firms, have been completed;

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

Section 1: That the attached contract between the City and CH2MHill for general and utility engineering consulting services is hereby approved.

Section 2: 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 18 day of September, 2007.

Authenticated by the presiding officer and Clerk of the Commission on September 19, 2007.

Filed with the Clerk September 19, 2007.



MORGAN McPHERSON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

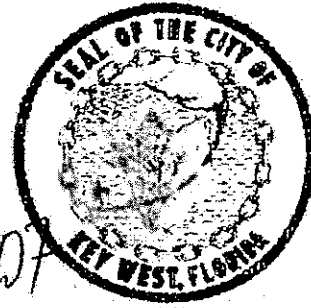
EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: R.B. Havens, Manager Public Works
Joe April, Director Engineering Services
Doug Bradshaw, Port Operations Project Manager
E. David Fernandez, Director General Services

DATE: September 6, 2007

RE: Approval of General Engineering and Utility Engineering Services Contracts with Chen and Associates, CH2M Hill, CDM Inc., and Perez Engineering and Development, Inc.



ACTION STATEMENT:

Resolution approving the 3-year (with one 2-year option) General Engineering and Utility Engineering Services Contracts with Chen and Associates, CH2M Hill, CDM, Inc., and Perez Engineering and Development, Inc.

STRATEGIC PLAN:

The improvement and maintenance of City infrastructure is critical to meeting the current and future needs of the citizens of Key West. Having enough engineering resources for all the City departments that have current and future projects planned assures smooth design, permitting and construction of multiple projects simultaneously.

BACKGROUND:

The City has need of engineering firms of many different disciplines to help design, permit, repair and construct facilities of all types. These firms help staff prepare all kinds of projects like stormwater design, underground utilities, facilities design, dock/pier design, sewer facilities design/upgrades etc.

As the City has multiple departments that manage projects of all sizes and disciplines simultaneously, the City typically contracts with multiple engineering firms to handle the workload. Historically, the General Services Department (formally the Utilities Department) can keep two large engineering firms busy with design just to meet that department's project needs.

The six firms that the City had contracted with in 2002 have now expired and the hiring of new companies is necessary to continue smooth and efficient infrastructure projects. The City advertised RFQ#06-007 General and Utilities Engineering Services Consultants and received eleven proposals. The engineering disciplines requested in the RFQ were; Government Buildings and Facilities, Solid Waste Facilities, Sewer Facilities, Storm Water Facilities, Coastal Facilities and Environmental Engineering Services.

The City staff senior project managers met on Friday June 29, 2007 at a publicly advertised meeting to discuss the qualifications and ranking of the proposers. Staff considered the

proposal companies resources, management team resumes and experience, Proposers relevant project experience, phone references from former or current clients, current financial condition and other factors to complete the ranking.

Staff selected six firms that were forwarded to the City Commission for approval of continuing engineering services contracts. The contracts would be good for three years with a two year option. Staff has selected three large firms with the ability to handle multiple disciplines for large projects and three smaller firms that specialize in one or two disciplines that are needed for smaller projects. The City Commission approved this ranking at its July 17, 2007 meeting (Resolution # 07-254)

The six firms selected in the order of their ranking by staff are:

- Chen and Associates Consulting Engineers Inc.
- CH2MHill Inc.
- Camp Dresser & McKee Inc. (CDM Inc.)
- Perez Engineering & Development Inc.
- Hans Wilson & Associates Inc.
- G.M. Selby Inc.

Staff has completed contract negotiations with four of these firms; Chen & Assoc., CH2M Hill, CDM Inc., and Perez Engineering. The contracts for Hans Wilson & Associates and GM Selby, Inc. will appear as a resolution on a future City Commission agenda.

OPTIONS / ADVANTAGES / DISADVANTAGES:

Do Not Approve the Resolution. This option is not recommended by staff. Continuing engineering contracts with multiple firms has been one of the key ingredients in the City's ability to complete multiple large and small projects simultaneously. Having several firms on contract assures all the project managers that plenty of qualified engineering resources are available regardless of project size or scope, without having to advertise a separate RFQ for every individual project. This makes project management much more efficient for the City saving much time, resources and money.

Approval of the Resolution. This option is recommended by staff. Having the engineering resources that each department needs is the most crucial component of successful project management. Having these four firms under contract will assure that the City has engineering resources for multiple disciplines when needed for any size project.

FINANCIAL IMPACT:

Although there is no direct cost related to contracting the firms, having multiple firms under contract has helped the City facilitate grant awards and meeting grant deadlines. No tasks or minimum amount of work will have to be assigned under the contracts. The cost of services for any particular project will be based on the amount of effort to complete the task assigned and the contract Per Diem Rates.

RECOMMENDATION:

Staff recommends the approval of the Resolution.



**CITY OF KEY WEST
CIVIL SERVICE BOARD
(305) 809-3770**

AGENDA

**CITY OF KEY WEST CIVIL SERVICE BOARD
SEPTEMBER 19, 2007, 5:30 P.M.
OLD CITY HALL - SIDE CONFERENCE ROOM
510 GREENE STREET**

- I. MEETING CALLED TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVE MINUTES OF APRIL 18, 2007 MEETING
- V. NEW BUSINESS
 - A. FIRE EXAMINATION - DAVID ZARATE REGISTRATION
 - B. RATIFY FIRE SCORES - JULY 11, 2007 PROMOTIONAL EXAMINATIONS
 - C. POLICE EXAMINATION - OFC. DONNY BARRIOS REQUEST FOR SPECIAL MEETING RE PROMOTIONAL ELIGIBILITY
 - D. POLICE EXAMINATION - ELIGIBILITY OF RICHARD THOMAS
 - E. POLICE EXAMINATION - ROBERT ALLEN REGISTRATION
 - F. RATIFY POLICE SCORES - JULY 25, 2007 PROMOTIONAL EXAMINATIONS
 - G. AMENDMENT OF CSB RULES AND REGULATIONS
 - H. NEXT MEETING DATE - WEDNESDAY, OCTOBER 17, 2007
 - I. GENERAL PERSONNEL ISSUES
- VI. OTHER BUSINESS
- VII. ADJOURNMENT

IF ANYONE DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS TIME OR HEARING, HE/SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (FLORIDA STATUTE SECTION 286.0105)

CITY OF KEY WEST

MASTER AGREEMENT TO FURNISH
GENERAL ENGINEERING SERVICES
TO THE
CITY OF KEY WEST

AUGUST 2007

Consulting Engineers:

CH2M HILL
6410 5th Street, Suite 2A
Key West, Florida 33040

Master Agreement to Furnish General Engineering 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 525 Angela Street, Key West, Florida 33040, hereafter referred to as the "CITY" and CH2M HILL, Inc., a Florida corporation, whose address is 6410 5th Street, Suite 2A, Key West, Florida, 33040-5835, hereafter referred to as the "ENGINEER". 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 ENGINEER'S primary responsibilities include but are not limited to providing consulting, professional and construction services relating to the City's professional engineering, construction, economics, planning, specialty consulting and any other lawful professional engineering or other consulting services which the ENGINEER is qualified to provide and which the CITY authorizes the ENGINEER to undertake in connection with the CITY's present and planned activities in the areas identified below. The specific services, which the ENGINEER agrees to furnish are set forth as follows:

- 1.1 Provide comprehensive 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 CITY facilities and buildings.
- 1.2 Provide comprehensive 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 solid waste facilities.
- 1.3 Provide comprehensive 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 storm water facilities and structures.

- 1.4 Provide comprehensive 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 sewer facilities and structures.
- 1.5 Provide comprehensive 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, construction, permit modification, rehabilitation and/or retrofit of coastal facilities including docks, marinas, seawalls, bridges, erosion control, beach design and beach re-nourishment.
- 1.6 Provide comprehensive environmental engineering services for fullscale 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 lands and facilities.

Engineer shall provide the above-mentioned Scope of Services as tasked by the CITY for the projects specifically identified in RFQ No. 06-007 and any other tasks as assigned under this scope. The terms that the ENGINEER agrees to follow are set forth as follows:

- 2.1 The specific services to be provided by the ENGINEER 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 ENGINEER 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 ENGINEER'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 ENGINEER. No further work will be performed by ENGINEER upon receipt of this notice unless specifically authorized by the Director of Utilities of the City of Key West.

On termination, the ENGINEER 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 ENGINEER 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 ENGINEER fees as defined in each Task Order.

Field rates as identified in Exhibit A shall be applicable when the ENGINEER'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 ENGINEER's employees by the CITY at no cost to the ENGINEER. Field rates shall be applied on the first day the ENGINEER's employee is assigned to a field location. Should the ENGINEER's employee assignment not exceed 90 continuous calendar days, ENGINEER shall be permitted to retroactively reinvoice for the applicable field rate charges but based upon the ENGINEER's per diem rates.

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

- 2.1 Lump sum payment, which includes compensation for all the ENGINEER'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 ENGINEER's control, ENGINEER 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 ENGINEER shall submit wage rates and other actual unit costs supporting the compensation. The ENGINEER 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 ENGINEER'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.
- 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. ENGINEER 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. ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay ENGINEER beyond these limits.
- D. When any budget has been increased, ENGINEER'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 ENGINEER. 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, laboratory tests and analyses, and subcontracts and other outside services; and 2) ENGINEER's standard project charges for CADD and specifications computing services, special health and safety requirements of OSHA and telecommunication services; and 3) the costs of travel, including the use of ENGINEER'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. ENGINEER is obligated to minimize all expenses incurred in the execution of this AGREEMENT and subsequent Task Orders.
- 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 ENGINEER (to make use of talent not located in Monroe County), shall be included in ENGINEER'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 ENGINEER 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 ENGINEER 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 Engineer

4.1. General

- A. The ENGINEER will serve as CITY'S professional representative under this AGREEMENT, providing professional engineering and related consultation and advice and furnishing customary services incidental thereto.

4.2. Standard of Care

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

4.3. Subsurface Investigations

- A. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics and the location of underground features may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

4.4. Engineer's Personnel at Construction Site

- A. The presence or duties of the ENGINEER's personnel at a construction site, where the contractor is other than CH2M HILL, whether as onsite representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or

safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity(s) or any other persons at the site except ENGINEER's own personnel.

- B. The presence of ENGINEER's personnel at the construction site is for the purpose of providing the CITY a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibilities for Contractor's failure to perform their work in accordance with the Contract Documents.
- C. Construction sites include places of manufacture for materials incorporated into the construction work. Construction contractors include manufacturers of materials incorporated into the construction work.

4.5. 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 ENGINEER 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 ENGINEER makes no warranty that the CITY'S actual PROJECT costs, financial aspects, economic feasibility or schedules will not vary from the ENGINEER'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.

4.6. Construction Progress Payments

- A. Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that exhaustive, continuous or detailed examinations or reviews have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment

has passed to CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CITY and the construction contractor that affect the amount that should be paid.

4.7. Record Drawings

- A. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, including the CITY or contractors for the work, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
- B. Record drawings will consist only in hard copy form. Any computer-generated files on diskettes or tapes furnished by ENGINEER are for the CITY's and other's convenience and are to be utilized at users sole risk. Record Drawings will be signed and sealed were applicable based on CITY and/or regulatory requirements.

4.8. Access to Engineer's Accounting Records

- A. The ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records will be available to CITY during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The CITY may only audit accounting records applicable to cost-reimbursable and cost plus fixed fee type compensation.

4.9 Engineer's Insurance

- A. The ENGINEER will maintain throughout this AGREEMENT the following insurance:
 - 1. Worker's compensation and employer's liability insurance as required by the state where the work is performed.
 - 2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.

3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the ENGINEER or of any of its employees, agents, or subcontractors, with \$2,500,000 per occurrence and in the aggregate.
4. Professional liability insurance of \$2,500,000 per occurrence and in the aggregate
5. CITY will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverage's identified in items 2 and 3, and ENGINEER waives subrogation against CITY as to said policies.

4.10 Subconsultants

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

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 ENGINEER all data in the CITY'S possession relating to the ENGINEER's services on the PROJECT including, but not limited to, information on any pre-existing. ENGINEER 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 ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. CITY will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY'S facilities as may be required in connection with ENGINEER's services, unless otherwise agreed to. CITY will be responsible for all acts of CITY'S personnel.

5.4. Advertisements, Permits, and Access

- A. Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses, except those required by the bid documents, required by local, state, province, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

5.5. Timely Review

- A. The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, 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.

5.6. Prompt Notice

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

5.7 Contractor Indemnification and Claims

- A. CITY agrees use its best efforts to include the following in all construction contracts with contractors not affiliated with ENGINEER:
 - 1. The provisions of Article 4.4, Engineer's Personnel at Construction Site
 - 2. Provisions proving contractor indemnification of CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy
- B. CITY will use it best efforts to require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability policy

5.8. Exclusion of Contractor Claims

- A. CITY agrees to uses its best efforts to include the following clauses in all contracts with other construction contractors and equipment or material suppliers:

Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed, unless construction contractors, subcontractors and equipment or material suppliers first gain the CITY's consent.

5.9. City's Insurance

- A. CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

- B. CITY will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work, including the value of all onsite CITY-furnished equipment and/or materials, associated with the ENGINEER's services.

5.10 Services of Engineer

- A. Unless this AGREEMENT is modified or terminated, the CITY will have all services specified in this AGREEMENT performed by the ENGINEER, employing ENGINEER's standard form and content of drawings, specifications, and Contract Documents, generally conforming to the standards, recommendations, and content of the Construction Specifications Institute (CSI) and Engineers Joint Contract Documents Committee (EJCDC), and subject to the CITY's review and approval.

5.11 Litigation Assistance

- A. The Scope of Services does not include costs of ENGINEER 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 ENGINEER 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 ENGINEER'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 additional two-year option to extend on behalf of the CITY, which must be approved by Resolution of the City Commission. This Agreement shall continue in effect from year to year thereafter, until terminated by the CITY.

6.2. Reuse of Project Documents

- A. Reports, drawings, specifications, documents and other deliverables of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for the project of the City. All specifications and plans 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 ENGINEER will be at the CITY's sole risk. The CITY agrees to indemnify and defend the ENGINEER and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change, or alteration.

6.3 Ownership of Work Product and Inventions

- A. All of the work product of ENGINEER in executing this Project shall remain the property of ENGINEER. The CITY shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer programs or other intellectual property developed during the course of, or as a result of, the Work shall remain the property of the ENGINEER.

6.4 Force Majeure

- A. The ENGINEER 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 ENGINEER.
- B. In the event of a delay that results in additional costs to the ENGINEER, 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 ENGINEER. No further work will be performed by ENGINEER upon receipt of this notice unless specifically authorized by the Director of Utilities of the City of Key West.
- B. On termination, the ENGINEER 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 ENGINEER 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 ENGINEER for work performed to date. An equitable adjustment in the PROJECT'S schedule and ENGINEER'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 ENGINEER and has no third party beneficiaries. ENGINEER'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 to the property 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 ENGINEER. Any unauthorized assignment of related work product shall be void and unenforceable.

6.8 Indemnification

- A. The ENGINEER shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of ENGINEER, its employees or agents, in the performance of this Agreement.
- B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, ENGINEER shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The ENGINEER shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by ENGINEER, or by persons employed or used by ENGINEER.
- C. In no event shall ENGINEER, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CITY or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or ENGINEER's performance or non-performance of services pursuant to this Agreement. Limitations of liability provided in this paragraph apply whether the liability is claimed to arise in contract, tort (including negligence), strict liability, or otherwise.

6.9 Limitation of Liability

- A. ENGINEER 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 ENGINEER'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 ENGINEER's officers, affiliated corporations, employees, and subcontractors.

6.10 Assignment

- A. ENGINEER 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 ENGINEER shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the engineer continues to perform, Owner 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, Mayor Morgan McPherson

Dated this 1st day of October, 2007.

By: _____
Name Title

By: _____
Name Title

By:  _____
Name Morgan McPherson Title Mayor

For the ENGINEER, CH2M HILL, Inc.

Dated this 7TH day of AUGUST, 2007.

By: Russell V. Bower VICE PRESIDENT
Name Title

Exhibit A

Per Diem Rates for Master Agreement to Furnish General Engineering Services to the City of Key West

Employee Category	Per Diem Rate (\$ per Hr.)	Field Rate (\$ per Hr.)
<hr/> Professionals – Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists		
Regional/Group Manager	185.00	
Principal Project Manager, Principal Technologist	172.00	
Senior Project Manager, Senior Technologist	158.00	
Project Manager, Senior Professional	148.00	
Project Professional	122.00	
Associate Professional	110.00	
Staff Professional II	98.00	
Staff Professional I	84.00	
<hr/> Technicians – Drafters, Graphic Artists, Computer, Surveyors, Cartographics, Construction Inspectors		
Technician 5	103.00	96.00
Technician 4	93.00	87.00
Technician 3	74.00	69.00
Technician 2	67.00	62.00
Technician 1	62.00	58.00
<hr/>		
Technical Editor, Specifications Processor	84.00	
Senior Project Assistant	63.00	
Clerical, Office Support	55.00	

Note: Rates applicable August 6, 2007 through September 30, 2008.



CH2MHILL

CH2M HILL
6410 5th Street
Suite 2-A
Key West, FL
33040-5835
TEL 305.294.1845
FAX 305.294.4913

August 11, 2010

Jay Gewin
City of Key West
604 Simonton St.
Key West, FL 33040

Subject: 2 year Extension Option to the September 19, 2007 Master Agreement to Furnish
General Engineering Services to the City of Key West

Dear Mr. Gewin:

Our September 19, 2007, engineering agreement with the City provides for an initial three-year term with an additional two-year option to extend, on behalf of the City. These terms can be found in Article 6.1.A of the agreement. The original three-year term is set to expire on September 19, 2010.

Because we value the City of Key West as a client and appreciate the impact that the current economy has had on all of us, CH2M HILL will maintain our existing FY 2009/2010 rates for FY 2011. Rates for FY 2012 may be subject to adjustment based on 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).

Our proposed per diem rates for work performed under the October 1, 2007 agreement extension for fiscal year 2011, from October 1, 2010 through September 30, 2011 are attached in Exhibit A, along with a description of employer category included in Exhibit B.

It has been our pleasure working with the City of Key West over these past three years and many years previously; we believe we can continue to assist the City with your engineering needs. We are hereby requesting that the City exercise the contract option to grant CH2M HILL a two extension to the above mentioned contract.

If you have any questions or need additional information, please contact me.

Sincerely,

CH2M HILL

Andrew Smyth
Key West Office Manager

Matthew Alvarez
South Florida Area Manager

c: David Fernandez/City Key West
Heather Oblaczynski/CH2M HILL

EXHIBIT A
Per Diem Rates for Master Agreement to Furnish General Engineering Services to
the City of Key West

Employee Category	Per Diem Rate (\$ per Hour)	Field Rate (\$ per Hour)
<u>Professionals</u> -- Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists, Construction Inspectors		
Regional Group Manager	191.00	
Principal Project Manager, Principal Technologist	177.00	
Senior Project Manager, Senior Technologist	163.00	
Project Manager Senior Professional	153.00	
Project Professional	126.00	
Associate Professional	113.00	
Staff Professional II	101.00	
Staff Professional I	87.00	
<u>Technicians</u> -- Drafters, Graphic Artists, Computer, Surveyors, Cartographics		
Technician 5	106.00	99.00
Technician 4	96.00	90.00
Technician 3	76.00	71.00
Technician 2	69.00	64.00
Technician 1	64.00	60.00
Technical Editor, Specification Processor	87.00	
Senior Project Assistant	65.00	
Clerical/Office Support	57.00	

Note: Rates applicable October 1, 2009 through September 30, 2011.

EXHIBIT B

Regional Group Manager

BS or MS/MBA degree in a technical or business discipline and registered in their profession. Typical experience ranges from 15-30 years and certified as a Project Management Professional. Oversight of projects to ensure procedures is followed with specific emphasis on appropriate planning, chartering and endorsement, change management, project controls and statusing, and closeout.

Principal Project Manager

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) and registered in their profession. Experience ranges from 12-20 years consulting experience that include planning, staffing, schedule, budget, quality, safety, and coordination of subcontractors.

Principal Technologist

Requires a Bachelors or Masters degree in the appropriate discipline, and may also require a Ph.D. Relevant experience between 10 and 15 years serving as technical leaders for their aligned core technology for nationally and globally strategic projects or as senior technology consultants.

Senior Project Manager

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) and registered in their profession. A minimum of 10-15 years consulting experience that include planning, staffing, schedule, budget, quality, safety, and coordination of subcontractors.

Senior Technologist

Bachelors or Masters Degree in the appropriate discipline, and may also require a Ph.D. Relevant experience between 5 and 10 years serving as technical leaders for their aligned core technology for regionally strategic projects, serve as senior technology consultants on other regional projects and may also serve in key project roles on globally strategic projects.

Project Manager, Senior Professional

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) and registered in their profession with a minimum of 9-14 years consulting experience with specific responsibilities and accountabilities that include planning, staffing, schedule, budget, quality, safety, and coordination of subcontractors. Construction professionals have a minimum of 15 years experience in the construction industry with an emphasis in design/build projects.

Project Professional

Requires a Bachelors or Masters Degree in the appropriate discipline with 7 or more years of experience applying diversified knowledge of discipline principles and practices. Requires registration in their profession. Construction professionals have a minimum 10 years experience in the construction industry with an emphasis in design/build projects.

Associate Professional

BS or MS in applicable field of study (i.e., engineering, science, architecture, etc.) with 4-7 years consulting experience. Independently evaluates, selects and applies standard engineering techniques and procedures.

Staff Professional II

BS or MS degree in an engineering discipline with engineering experience range from 2 to 5 years in providing project oversight to technicians and assisting in more complex assignments.

Staff Professional I

B.S. degree in an engineering discipline with engineering experience ranging from 0 to 2 years using fundamental concepts, practices, and procedures.

Technician 5

A 4-year Bachelor's Degree in Technical Communications, English, Journalism, or related field with a required minimum 3 years of technical experience.

Technician 4

Two-year degree in technology or related degree, or 4 years directly related experience. Develops electronic and database files and drawings, including extraction and annotation of drawings from 3D models and conceptual studies within particular design technology and/or project standards.

Technician 3

Two-year degree in technology or related degree, or 4 years directly related experience. Capable of drafting health and safety plans, sampling plans, and limited report writing. May develop electronic drawing files and extract and annotate 2D drawings from 3D models.

Technician 2

Two-year degree in engineering technology with 0-4 years experience, the ability under general supervision, to produce electronic drawing files and annotate drawings extracted from 3D models within project standards from sketches, layouts, and notes.

Technician 1

Two-year degree in engineering technology with 0-4 years directly related experience.

Technical Editor, Specification Processor

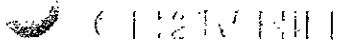
Six years of technical publications experience required. Supports business group project manager by leading complex multi-volume documentation efforts; coordinates and edits author input; and oversees the document production staff.

Senior Project Assistant

Five or more year's project related support experience with advanced administrative clerical skills and knowledge.

Clerical/Office Support

Two to five years general office/clerical support experience.



CH2M HILL
6410 5th Street
Suite 2-A
Key West, FL 33040-5835
Tel 305.294.1645
Fax 305.294.4913

September 1, 2009

Mr. Gary Bowman
General Services Director
City of Key West
525 Angela Street
Key West, Florida 33040

Dear Mr. Bowman:

Subject: October 1, 2007 Master Agreement to Furnish General Engineering
Services to the City of Key West

Our October 1, 2007, engineering agreement with the City provides for annual fiscal year adjustments for the Cost Reimbursable - Per Diem (Time and Expenses) method of compensation for our engineering services. Our current per diem rates are for the period ending September 30, 2009.

Because we value the City of Key West as a client and appreciate the impact that the current economy has had on all of us, CH2M HILL will maintain our existing FY 2009 rates for FY 2010.

Our proposed per diem rates for work performed under our October 1, 2007, agreement for fiscal year 2010, from October 1, 2009 through September 30, 2010 are attached in Exhibit A.

Sincerely,

Andrew H. Smyth, P.E.

CH2M HILL

cc: David Fernandez/City Key West
William Oliver/CH2M HILL
Walt Schwarz/CH2M HILL
Chuck Hendrick/CH2M HILL
Bo Bruner/CH2M HILL

EXHIBIT A
Per Diem Rates for Master Agreement to Furnish General Engineering Services to
the City of Key West

Employer Category	Per Diem Rate (\$ per Hour)	Field Rate (\$ per Hour)
<hr/>		
Professionals -- Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists		
Regional Group Manager	191.00	
Principal Project Manager, Principal Technologist	177.00	
Senior Project Manager, Senior Technologist	163.00	
Project Manager Senior Professional	153.00	
Project Professional	126.00	
Associate Professional	113.00	
Staff Professional II	101.00	
Staff Professional I	87.00	
<hr/>		
<u>Technicians</u> -- Drafters, Graphic Artists, Computer, Surveyors, Cartographics, Construction Inspectors		
Technician 5	106.00	99.00
Technician 4	96.00	90.00
Technician 3	76.00	71.00
Technician 2	69.00	64.00
Technician 1	64.00	60.00
<hr/>		
Technical Editor, Specification Processor	87.00	
Senior Project Assistant	65.00	
Clerical/Office Support	57.00	

Note: Rates applicable October 1, 2008 through September 30, 2010.

CH2M HILL
6410 5th Street
Suite 2-A
Key West, FL 33040-5835
Tel 305.294.1845
Fax 305.294.4913

September 12, 2008

Mr. E. David Fernandez
Assistant City Manager
City of Key West
525 Angela Street
Key West, Florida 33040

Dear Mr. Fernandez:

Subject: October 1, 2007 Master Agreement to Furnish General Engineering
Services to the City of Key West

Our October 1, 2007, engineering agreement with the City provides for annual fiscal year adjustments for the Cost Reimbursable - Per Diem (Time and Expenses) method of compensation for our engineering services. Per our Agreement these adjustments 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), which for the 12-month period ending June 2008 is 3.1 percent. Our current per diem rates are for the period ending September 30, 2008.

Our proposed per diem rates for work performed under our October 1, 2007, agreement for fiscal year 2009, from October 1, 2008 through September 30, 2009, are attached as Exhibit A.

These proposed fiscal year 2008 rates do not exceed the allowed maximum BLS ECI index of 3.1 percent. Please call me if you have any questions.

Sincerely,

CH2M HILL

Andrew H. Smyth, P.E.

cc: William Oliver/CH2M HILL
Walt Schwarz/CH2M HILL
Chuck Hendrick/CH2M HILL
Bo Bruner/CH2M HILL

Exhibit A

Per Diem Rates for Master Agreement to Furnish General Engineering Services to the City of Key West

Employee Category	Per Diem Rate (\$ per Hr.)	Field Rate (\$ per Hr.)
<u>Professionals – Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists</u>		
Regional/Group Manager	191.00	
Principal Project Manager, Principal Technologist	177.00	
Senior Project Manager, Senior Technologist	163.00	
Project Manager, Senior Professional	153.00	
Project Professional	126.00	
Associate Professional	113.00	
Staff Professional II	101.00	
Staff Professional I	87.00	
<u>Technicians – Drafters, Graphic Artists, Computer, Surveyors, Cartographics, Construction Inspectors</u>		
Technician 5	106.00	99.00
Technician 4	96.00	90.00
Technician 3	76.00	71.00
Technician 2	69.00	64.00
Technician 1	64.00	60.00
Technical Editor, Specifications Processor	87.00	
Senior Project Assistant	65.00	
Clerical, Office Support	57.00	

Note: Rates applicable October 1, 2008 through September 30, 2009.

RESOLUTION NO. 07-331

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED CONTRACT BETWEEN THE CITY AND CH2MHILL FOR GENERAL AND UTILITY ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 07-254, the City Commission selected six firms in response to RFQ No. 06-007, and authorized the City Manager to negotiate contracts with each firm, to be used on a task order basis, for general and utility engineering services; and

WHEREAS, contract negotiations between the City and CH2MHill, one of selected firms, have been completed;

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

Section 1: That the attached contract between the City and CH2MHill for general and utility engineering consulting services is hereby approved.

Section 2: 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 18 day of September, 2007.

Authenticated by the presiding officer and Clerk of the Commission on September 19, 2007.

Filed with the Clerk September 19, 2007.


MORGAN McPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: R.B. Havens, Manager Public Works
Joe April, Director Engineering Services
Doug Bradshaw, Port Operations Project Manager
E. David Fernandez, Director General Services



DATE: September 6, 2007

RE: Approval of General Engineering and Utility Engineering Services Contracts with Chen and Associates, CH2M Hill, CDM Inc., and Perez Engineering and Development, Inc.

ACTION STATEMENT:

Resolution approving the 3-year (with one 2-year option) General Engineering and Utility Engineering Services Contracts with Chen and Associates, CH2M Hill, CDM, Inc., and Perez Engineering and Development, Inc.

STRATEGIC PLAN:

The improvement and maintenance of City infrastructure is critical to meeting the current and future needs of the citizens of Key West. Having enough engineering resources for all the City departments that have current and future projects planned assures smooth design, permitting and construction of multiple projects simultaneously.

BACKGROUND:

The City has need of engineering firms of many different disciplines to help design, permit, repair and construct facilities of all types. These firms help staff prepare all kinds of projects like stormwater design, underground utilities, facilities design, dock/pier design, sewer facilities design/upgrades etc.

As the City has multiple departments that manage projects of all sizes and disciplines simultaneously, the City typically contracts with multiple engineering firms to handle the workload. Historically, the General Services Department (formally the Utilities Department) can keep two large engineering firms busy with design just to meet that department's project needs.

The six firms that the City had contracted with in 2002 have now expired and the hiring of new companies is necessary to continue smooth and efficient infrastructure projects. The City advertised RFQ#06-007 General and Utilities Engineering Services Consultants and received eleven proposals. The engineering disciplines requested in the RFQ were; Government Buildings and Facilities, Solid Waste Facilities, Sewer Facilities, Storm Water Facilities, Coastal Facilities and Environmental Engineering Services.

The City staff senior project managers met on Friday June 29, 2007 at a publicly advertised meeting to discuss the qualifications and ranking of the proposers. Staff considered the

proposal companies resources, management team resumes and experience, Proposers relevant project experience, phone references from former or current clients, current financial condition and other factors to complete the ranking.

Staff selected six firms that were forwarded to the City Commission for approval of continuing engineering services contracts. The contracts would be good for three years with a two year option. Staff has selected three large firms with the ability to handle multiple disciplines for large projects and three smaller firms that specialize in one or two disciplines that are needed for smaller projects. The City Commission approved this ranking at its July 17, 2007 meeting (Resolution # 07-254)

The six firms selected in the order of their ranking by staff are:

- Chen and Associates Consulting Engineers Inc.
- CH2MHill Inc.
- Camp Dresser & McKee Inc. (CDM Inc.)
- Perez Engineering & Development Inc.
- Hans Wilson & Associates Inc.
- G.M. Selby Inc.

Staff has completed contract negotiations with four of these firms; Chen & Assoc., CH2M Hill, CDM Inc., and Perez Engineering. The contracts for Hans Wilson & Associates and GM Selby, Inc. will appear as a resolution on a future City Commission agenda.

OPTIONS / ADVANTAGES / DISADVANTAGES:

Do Not Approve the Resolution. This option is not recommended by staff. Continuing engineering contracts with multiple firms has been one of the key ingredients in the City's ability to complete multiple large and small projects simultaneously. Having several firms on contract assures all the project managers that plenty of qualified engineering resources are available regardless of project size or scope, without having to advertise a separate RFQ for every individual project. This makes project management much more efficient for the City saving much time, resources and money.

Approval of the Resolution. This option is recommended by staff. Having the engineering resources that each department needs is the most crucial component of successful project management. Having these four firms under contract will assure that the City has engineering resources for multiple disciplines when needed for any size project.

FINANCIAL IMPACT:

Although there is no direct cost related to contracting the firms, having multiple firms under contract has helped the City facilitate grant awards and meeting grant deadlines. No tasks or minimum amount of work will have to be assigned under the contracts. The cost of services for any particular project will be based on the amount of effort to complete the task assigned and the contract Per Diem Rates.

RECOMMENDATION:

Staff recommends the approval of the Resolution.



**CITY OF KEY WEST
CIVIL SERVICE BOARD
(305) 809-3770**

AGENDA

**CITY OF KEY WEST CIVIL SERVICE BOARD
SEPTEMBER 19, 2007, 5:30 P.M.
OLD CITY HALL - SIDE CONFERENCE ROOM
510 GREENE STREET**

- I. MEETING CALLED TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVE MINUTES OF APRIL 18, 2007 MEETING
- V. NEW BUSINESS
 - A. FIRE EXAMINATION - DAVID ZARATE REGISTRATION
 - B. RATIFY FIRE SCORES - JULY 11, 2007 PROMOTIONAL EXAMINATIONS
 - C. POLICE EXAMINATION - OFC. DONNY BARRIOS REQUEST FOR SPECIAL MEETING RE PROMOTIONAL ELIGIBILITY
 - D. POLICE EXAMINATION - ELIGIBILITY OF RICHARD THOMAS
 - E. POLICE EXAMINATION - ROBERT ALLEN REGISTRATION
 - F. RATIFY POLICE SCORES - JULY 25, 2007 PROMOTIONAL EXAMINATIONS
 - G. AMENDMENT OF CSB RULES AND REGULATIONS
 - H. NEXT MEETING DATE - WEDNESDAY, OCTOBER 17, 2007
 - I. GENERAL PERSONNEL ISSUES
- VI. OTHER BUSINESS
- VII. ADJOURNMENT

IF ANYONE DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS TIME OR HEARING, HE/SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (FLORIDA STATUTE SECTION 286.0105)

CITY OF KEY WEST

MASTER AGREEMENT TO FURNISH
GENERAL ENGINEERING SERVICES
TO THE
CITY OF KEY WEST

AUGUST 2007

Consulting Engineers:

CH2M HILL
6410 5th Street, Suite 2A
Key West, Florida 33040

Master Agreement to Furnish General Engineering 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 525 Angela Street, Key West, Florida 33040, hereafter referred to as the "CITY" and CH2M HILL, Inc., a Florida corporation, whose address is 6410 5th Street, Suite 2A, Key West, Florida, 33040-5835, hereafter referred to as the "ENGINEER". 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 ENGINEER'S primary responsibilities include but are not limited to providing consulting, professional and construction services relating to the City's professional engineering, construction, economics, planning, specialty consulting and any other lawful professional engineering or other consulting services which the ENGINEER is qualified to provide and which the CITY authorizes the ENGINEER to undertake in connection with the CITY's present and planned activities in the areas identified below. The specific services, which the ENGINEER agrees to furnish are set forth as follows:

- 1.1 Provide comprehensive 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 CITY facilities and buildings.
- 1.2 Provide comprehensive 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 solid waste facilities.
- 1.3 Provide comprehensive 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 storm water facilities and structures.

- 1.4 Provide comprehensive 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 sewer facilities and structures.
- 1.5 Provide comprehensive 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, construction, permit modification, rehabilitation and/or retrofit of coastal facilities including docks, marinas, seawalls, bridges, erosion control, beach design and beach re-nourishment.
- 1.6 Provide comprehensive environmental engineering services for fullscale 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 lands and facilities.

Engineer shall provide the above-mentioned Scope of Services as tasked by the CITY for the projects specifically identified in RFQ No. 06-007 and any other tasks as assigned under this scope. The terms that the ENGINEER agrees to follow are set forth as follows:

- 2.1 The specific services to be provided by the ENGINEER 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 ENGINEER 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 ENGINEER'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 ENGINEER. No further work will be performed by ENGINEER upon receipt of this notice unless specifically authorized by the Director of Utilities of the City of Key West.

On termination, the ENGINEER 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 ENGINEER 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 ENGINEER fees as defined in each Task Order.

Field rates as identified in Exhibit A shall be applicable when the ENGINEER'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 ENGINEER's employees by the CITY at no cost to the ENGINEER. Field rates shall be applied on the first day the ENGINEER's employee is assigned to a field location. Should the ENGINEER's employee assignment not exceed 90 continuous calendar days, ENGINEER shall be permitted to retroactively reinvoice for the applicable field rate charges but based upon the ENGINEER's per diem rates.

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

- 2.1 Lump sum payment, which includes compensation for all the ENGINEER'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 ENGINEER's control, ENGINEER 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 ENGINEER shall submit wage rates and other actual unit costs supporting the compensation. The ENGINEER 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 ENGINEER'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.
- 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. ENGINEER 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. ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay ENGINEER beyond these limits.
- D. When any budget has been increased, ENGINEER'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 ENGINEER. 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, laboratory tests and analyses, and subcontracts and other outside services; and 2) ENGINEER's standard project charges for CADD and specifications computing services, special health and safety requirements of OSHA and telecommunication services; and 3) the costs of travel, including the use of ENGINEER'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. ENGINEER is obligated to minimize all expenses incurred in the execution of this AGREEMENT and subsequent Task Orders.
- 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 ENGINEER (to make use of talent not located in Monroe County), shall be included in ENGINEER'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 ENGINEER 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 ENGINEER 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 Engineer

4.1. General

- A. The ENGINEER will serve as CITY'S professional representative under this AGREEMENT, providing professional engineering and related consultation and advice and furnishing customary services incidental thereto.

4.2. Standard of Care

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

4.3. Subsurface Investigations

- A. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics and the location of underground features may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

4.4. Engineer's Personnel at Construction Site

- A. The presence or duties of the ENGINEER's personnel at a construction site, where the contractor is other than CH2M HILL, whether as onsite representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or

safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity(s) or any other persons at the site except ENGINEER's own personnel.

- B. The presence of ENGINEER's personnel at the construction site is for the purpose of providing the CITY a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibilities for Contractor's failure to perform their work in accordance with the Contract Documents.
- C. Construction sites include places of manufacture for materials incorporated into the construction work. Construction contractors include manufacturers of materials incorporated into the construction work.

4.5. 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 ENGINEER 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 ENGINEER makes no warranty that the CITY'S actual PROJECT costs, financial aspects, economic feasibility or schedules will not vary from the ENGINEER'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.

4.6. Construction Progress Payments

- A. Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that exhaustive, continuous or detailed examinations or reviews have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment

has passed to CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CITY and the construction contractor that affect the amount that should be paid.

4.7. Record Drawings

- A. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, including the CITY or contractors for the work, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
- B. Record drawings will consist only in hard copy form. Any computer-generated files on diskettes or tapes furnished by ENGINEER are for the CITY's and other's convenience and are to be utilized at users sole risk. Record Drawings will be signed and sealed were applicable based on CITY and/or regulatory requirements.

4.8. Access to Engineer's Accounting Records

- A. The ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records will be available to CITY during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The CITY may only audit accounting records applicable to cost-reimbursable and cost plus fixed fee type compensation.

4.9. Engineer's Insurance

- A. The ENGINEER will maintain throughout this AGREEMENT the following insurance:
 - 1. Worker's compensation and employer's liability insurance as required by the state where the work is performed.
 - 2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.

3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the ENGINEER or of any of its employees, agents, or subcontractors, with \$2,500,000 per occurrence and in the aggregate.
4. Professional liability insurance of \$2,500,000 per occurrence and in the aggregate
5. CITY will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverage's identified in items 2 and 3, and ENGINEER waives subrogation against CITY as to said policies.

4.10 Subconsultants

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

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 ENGINEER all data in the CITY'S possession relating to the ENGINEER's services on the PROJECT including, but not limited to, information on any pre-existing. ENGINEER 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 ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. CITY will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY'S facilities as may be required in connection with ENGINEER's services, unless otherwise agreed to. CITY will be responsible for all acts of CITY'S personnel.

5.4. Advertisements, Permits, and Access

- A. Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses, except those required by the bid documents, required by local, state, province, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

5.5. Timely Review

- A. The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, 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.

5.6. Prompt Notice

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

5.7. Contractor Indemnification and Claims

- A. CITY agrees use its best efforts to include the following in all construction contracts with contractors not affiliated with ENGINEER:
 - 1. The provisions of Article 4.4, Engineer's Personnel at Construction Site
 - 2. Provisions proving contractor indemnification of CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy
- B. CITY will use it best efforts to require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability policy

5.8. Exclusion of Contractor Claims

- A. CITY agrees to uses its best efforts to include the following clauses in all contracts with other construction contractors and equipment or material suppliers:

Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed, unless construction contractors, subcontractors and equipment or material suppliers first gain the CITY's consent.

5.9. City's Insurance

- A. CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

- B. CITY will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work, including the value of all onsite CITY-furnished equipment and/or materials, associated with the ENGINEER's services.

5.10 Services of Engineer

- A. Unless this AGREEMENT is modified or terminated, the CITY will have all services specified in this AGREEMENT performed by the ENGINEER, employing ENGINEER's standard form and content of drawings, specifications, and Contract Documents, generally conforming to the standards, recommendations, and content of the Construction Specifications Institute (CSI) and Engineers Joint Contract Documents Committee (EJCDC), and subject to the CITY's review and approval.

5.11 Litigation Assistance

- A. The Scope of Services does not include costs of ENGINEER 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 ENGINEER 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 ENGINEER'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 additional two-year option to extend on behalf of the CITY, which must be approved by Resolution of the City Commission. This Agreement shall continue in effect from year to year thereafter, until terminated by the CITY.

6.2 Reuse of Project Documents

- A. Reports, drawings, specifications, documents and other deliverables of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for the project of the City. All specifications and plans 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 ENGINEER will be at the CITY's sole risk. The CITY agrees to indemnify and defend the ENGINEER and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change, or alteration.

6.3 Ownership of Work Product and Inventions

- A. All of the work product of ENGINEER in executing this Project shall remain the property of ENGINEER. The CITY shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer programs or other intellectual property developed during the course of, or as a result of, the Work shall remain the property of the ENGINEER.

6.4 Force Majeure

- A. The ENGINEER 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 ENGINEER.
- B. In the event of a delay that results in additional costs to the ENGINEER, 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 ENGINEER. No further work will be performed by ENGINEER upon receipt of this notice unless specifically authorized by the Director of Utilities of the City of Key West.
- B. On termination, the ENGINEER 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 ENGINEER 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 ENGINEER for work performed to date. An equitable adjustment in the PROJECT'S schedule and ENGINEER'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 ENGINEER and has no third party beneficiaries. ENGINEER'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 to the property 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 ENGINEER. Any unauthorized assignment of related work product shall be void and unenforceable.

6.8 Indemnification

- A. The ENGINEER shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of ENGINEER, its employees or agents, in the performance of this Agreement.
- B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, ENGINEER shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The ENGINEER shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by ENGINEER, or by persons employed or used by ENGINEER.
- C. In no event shall ENGINEER, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CITY or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or ENGINEER's performance or non-performance of services pursuant to this Agreement. Limitations of liability provided in this paragraph apply whether the liability is claimed to arise in contract, tort (including negligence), strict liability, or otherwise.

6.9 Limitation of Liability

- A. ENGINEER 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 ENGINEER'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 ENGINEER's officers, affiliated corporations, employees, and subcontractors.

6.10 Assignment

- A. ENGINEER 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 ENGINEER shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the engineer continues to perform, Owner 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, Mayor Morgan McPherson

Dated this 1st day of October, 2007.

By: _____
Name Title

By: _____
Name Title

By:  _____
Name Morgan McPherson Title Mayor

For the ENGINEER, CH2M HILL, Inc.

Dated this 7TH day of AUGUST, 2007.

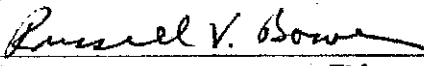
By:  _____ VICE PRESIDENT
Name Title

Exhibit A

Per Diem Rates for Master Agreement to Furnish General Engineering Services to the City of Key West

<u>Employee Category</u>	<u>Per Diem Rate (\$ per Hr.)</u>	<u>Field Rate (\$ per Hr.)</u>
<u>Professionals – Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists</u>		
Regional/Group Manager	185.00	
Principal Project Manager, Principal Technologist	172.00	
Senior Project Manager, Senior Technologist	158.00	
Project Manager, Senior Professional	148.00	
Project Professional	122.00	
Associate Professional	110.00	
Staff Professional II	98.00	
Staff Professional I	84.00	
<u>Technicians – Drafters, Graphic Artists, Computer, Surveyors, Cartographics, Construction Inspectors</u>		
Technician 5	103.00	96.00
Technician 4	93.00	87.00
Technician 3	74.00	69.00
Technician 2	67.00	62.00
Technician 1	62.00	58.00
Technical Editor, Specifications Processor	84.00	
Senior Project Assistant	63.00	
Clerical, Office Support	55.00	

Note: Rates applicable August 6, 2007 through September 30, 2008.



CH2MHILL

CH2M HILL
6410 5th Street
Suite 2-A
Key West, FL 33040-5835
Tel 305.294.1645
Fax 305.294.4913

Date: March 23, 2012

Jay Gewin
City of Key West
3140 Flagler Ave.
Key West, FL 33040

Subject: CH2M HILL Domestic Partner Benefit Compliance
Reference: City Key West Ordinance 2-799

Dear Jay,

Based on the recent City Commission approval of City Ordinance Sec. 2-799, Requirements for City Contractors to Provide Equal Benefits for Domestic Partners CH2M HILL is providing the attached documentation of our compliance with the ordinance.

Please use this documentation as a supplement to our existing Master Services Agreement dated August 2007, Resolution No. 07-331 then extended under Resolution No. 10-287. Please contact Andrew Smyth at 305-294-1645 or asmith@ch2m.com if you have any questions.

We at CH2M HILL appreciate the opportunities you have given our firm and look forward to serving your future project needs.

Sincerely,

Andrew H. Smyth, P.E.

Key West Office Manager
CH2M HILL

C: Sue Snider/City of Key West
Kim Ciomber/CH2M HILL
Joe Daniels/CH2M HILL
William Beddow/CH2M HILL
File

City of Key West
3140 Flagler Ave.
Key West, FL 33040

RE: Equal Benefits Compliance Declaration
Reference: City Key West Ordinance 2-799

Company: CH2M HILL Engineers Inc.
Address: 6410 5th Street, Suite 2-A
Key West, Florida 33040-5835
Phone: (305) 294-1645
Bus. Lic. No.: 12-00025857 (City of Key West)

Pursuant to City Ordinance Sec. 2-799, Requirements for City Contractors to Provide Equal Benefits for Domestic Partners CH2M HILL makes the following declaration:

CH2M HILL makes all benefits available on an equal basis to its employees with spouses and its employees with domestic partners, and to the spouse and the domestic partners of employees, in all Key West locations and in other locations where work on the contracts with the City of Key West is being performed, except where Federal law dictates otherwise. Benefits affected by such regulations include, but may not be limited to, family medical leave, Flexible Spending Accounts, and Health Savings Accounts. Further, the IRS dictates which of these benefits may be taxable under Section 125 of the IRC.

Please use this documentation as a supplement to our existing Master Services Agreement dated August 2007, Resolution No. 07-331 then extended under Resolution No. 10-287.

Please contact Andrew Smyth with any questions.

I declare under the penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



Signature of Authorized Person



Date



Printed Name of Authorized Person

Domestic Partner Benefits

You now have the opportunity to enroll your domestic partner and your domestic partner's child(ren) in certain employee benefit programs.

WHO IS ELIGIBLE?

Active full-time and part-time employees who are covered under CH2M HILL's Domestic Benefit Program may enroll their domestic partners and the dependent children of their domestic partners in medical, dental and, for the domestic partner, supplemental life insurance.

Who Qualifies as a Domestic Partner?

CH2M HILL defines same or opposite sex domestic partners as two people in a spouse-like relationship who have met all of the following requirements for at least the prior six (6) consecutive months:

- Are both eighteen (18) years of age or older and mentally competent.
- Are not related by blood in a manner that would otherwise prohibit legal marriage in our state of residence.
- Share one another's lives in an intimate and committed relationship of mutual caring with the current intent to continue doing so indefinitely.
- Reside together, sharing the same permanent residence for at least six (6) consecutive months prior to enrollment for benefits coverage.
- Are jointly responsible for the other's basic living expenses and we agree that anyone owed these expenses can collect from either of us.
- Are each other's sole domestic partner; are not married to anyone nor have had another domestic partner within the prior six (6) months (this last condition does not apply if you had a partner who died).
- Are financially interdependent and are able to provide documentation of at least two of the following: joint bank accounts, joint credit cards, joint ownership of residence, shared household expenses, granting power of attorney, designating each other as primary beneficiary or executor, or evidence of other joint financial responsibilities.
- Understand that under applicable federal income tax law, payments for medical and dental coverage of a domestic partner may not be eligible for pre-tax treatment.
- Understand that in addition to CH2M HILL's eligibility requirements there are terms and conditions of coverage of certain insurance plans offered through CH2M HILL which we agree to be bound.
- Agree to file a Statement of Termination of Domestic Partnership with CH2M HILL should any of the declarations cease to be true.
- Understand that there may be legal consequences for employees to file an Affidavit of Domestic Partnership or register with an authorized registry in the event of the termination of the domestic partnership. We further understand that this domestic partnership may be regarded as a factor leading a court to treat our relationship as the equivalent to marriage for the purpose of establishing and dividing community property or for ordering payment of support.

For some non-CIGNA HMO plans, the requirement is more than 6 months. Please check with your local HR representative for details of their qualification. (HMO coverage is not available for domestic partners in the states of Virginia and West Virginia.)

Who Qualifies as Your Eligible Dependent Child(ren)?

You may also cover the child(ren) of your domestic partner if they meet the definition of an eligible dependent. Dependent child(ren) include:

- Unmarried child(ren) other than your own natural children living with you in a parent-child relationship which depend on you for support and maintenance;
- Unmarried, dependent child(ren) under age 19 (or under age 25 if they are full-time students) and;
- Unmarried, dependent child(ren) of any age who are mentally or physically disabled, incapable of self-support, who became disabled before age 19 and were covered under a CH2M HILL medical plan.
- Unmarried child(ren) not living with you if there is a legally binding document that requires coverage.

Common Law Marriage

State common law marriage statutes may give legal spouse status to some opposite-sex domestic partners. If you are married by common law you have a "spouse" rather than a domestic partner, so you can enroll him or her through the regular enrollment process.

There are some states, districts, and territories that recognize common law marriages entered into their own jurisdiction, some that recognize common law marriages entered into in other jurisdictions, and some that do not recognize common law marriages at all. You may want to verify your marital status with an attorney before going through the domestic partner registration process. If you reside in a common law state, dissolution of your domestic partner relationship could be controlled by regulations traditionally associated with divorce.

DECLARATION OF DOMESTIC PARTNER STATUS

By completing and signing the *Affidavit of Domestic Partnership Status*, you and your domestic partner will be declaring that:

- You and your partner have met CH2M HILL's definition of domestic partnership for the immediately preceding 6 months, and
- You could provide evidence of a spouse-like relationship.

Should you want to end your domestic partner status, you may do so by filing a *Statement of Termination of Domestic Partnership*, available on the Virtual Office under **Employee Resources | My Benefits | Human Resources Forms | Benefits**.

NOTE: Signed acknowledgements such as the *Affidavit of Domestic Partnership Status* have led some courts to recognize non-marriage relationships as the equivalent of marriage when establishing and dividing joint property. **Since registering your domestic partner with Human Resources may have other financial and legal implications, you are urged to seek appropriate legal advice before doing so.**

THE EFFECT ON YOUR PAY

Under current federal law, these benefits are considered taxable. However, to permit you to elect these benefits through the Flex Plan, contributions for medical and dental coverage will be deducted from your pay on a pre-tax basis for administrative purposes only. For example if you enrolled your domestic partner in the PPO plan your total monthly contributions would be \$262/mo. Of that amount \$136/mo would be for your coverage and deducted from your check on a before tax basis. The remaining \$126 would be deducted on an after tax basis.

Taxes and Domestic Partner Benefits

The entire fair market value of medical, dental and life insurance you elect for your domestic partner and his or her children will be reported as imputed income for you. This means you will be required to pay federal, FICA, state, local, and other applicable taxes on the value of the benefit coverage CH2M HILL provides.

The imputed income value of the benefits you elect will be the full premium cost of the benefits selected. It will be reported on each pay stub throughout the year and will be included on your W2 at the end of the year.

ENROLLING FOR COVERAGE FOR A DOMESTIC PARTNER

Change in Status Elections

The rules that limit changes in benefit elections for spouses and dependents also apply to domestic partner elections. You may add or drop coverage for your domestic partner and his or her dependent children under the rules that apply for a spouse or dependent child that are described in your CH2M HILL Employee Handbook.

To enroll your domestic partner, his or her children, or both, you must:

1. Complete the *Affidavit of Domestic Partnership Status* form and *Family Status Change Certification* form. These forms can be found on the Virtual Office under **Employee Resources | My Benefits | Human Resources Forms | Benefits**.
2. You must provide documentation as proof of financial interdependence.
3. Contact your Human Resources representative to obtain a *Manual Enrollment* form to make benefits changes. Complete and return the *Manual Enrollment* form, *Affidavit of Domestic Partnership*, *Family Status Change Certification* form and documentation of financial interdependence to your Human Resources representative.
4. If electing a non-CIGNA HMO, complete the appropriate HMO application, and return it to your Human Resources representative.

Enrollment Opportunities

You may make the following benefits election changes as a result of adding or terminating coverage of your domestic partner and his or her dependent children:

Medical – Add or remove your domestic partner and his or her dependent children

Dental – Add or remove your domestic partner and his or her dependent children

Supplemental Life Insurance – Add or remove your domestic partner from your current coverage. Depending on the type of change, you may be required to provide evidence of good health.

Supplemental Disability – Elect or decline the plan. Depending on the type of change, you may be required to provide evidence of good health.

TERMINATING COVERAGE

If your relationship with your domestic partner ends, he or she will no longer be eligible for benefits as of the date the partnership ends. You must complete and send to your Human Resources representative a signed written statement of *Termination of Domestic Partnership* within thirty (30) days of the change in domestic partner status. This form will revoke your *Affidavit of Domestic Partnership Status*.

You also may wish to change the beneficiary designated to receive your life insurance and 401(k) benefits.

Before you can file another *Affidavit of Domestic Partnership Status* with the same or a different partner, you must once again meet all requirements for at least 6 consecutive months.

To delete your domestic partner you must:

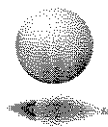
1. Complete the *Statement of Termination of Domestic Partnership, Family Status Change Certification* form and *Manual Enrollment* form..
2. Complete and return the *Manual Enrollment* form, *Statement of Termination of Domestic Partnership* and *Family Status Change Certification* form to your Human Resources representative.

CONTINUATION OF COVERAGE

Domestic partners or their dependent children do not have rights to COBRA coverage under existing federal law. However, they are eligible to elect continued coverage under the CH2M HILL Group Major Medical Plan (the "Medical Plan") if their coverage under the Medical Plan otherwise would terminate as a result of employee's termination from employment/work reduction or death. The continuation of coverage does not apply to HMO (non-CIGNA) plans.

FOR MORE INFORMATION

After reading this material, you may still have questions. If so, please contact your Human Resources representative.



CH2MHILL

AFFIDAVIT OF DOMESTIC PARTNERSHIP

We declare under the penalty of perjury:

1. We are both eighteen (18) years of age or older and mentally competent.
2. We are not related by blood in a manner that would otherwise prohibit legal marriage in our state of residence.
3. We have chosen to share one another's lives in an intimate and committed relationship of mutual caring with the current intent to continue doing so indefinitely.
4. We reside together, sharing the same permanent residence for at least six (6) consecutive months prior to enrollment for benefits coverage.
5. We are jointly responsible for the other's basic living expenses and we agree that anyone owed these expenses can collect from either of us.
6. We are each other's sole domestic partner; are not married to anyone nor have had another domestic partner within the prior six (6) months (this last condition does not apply if you had a partner who died; if you did, cross this out).
7. We are financially interdependent and, within 30 days from the date of this document, will provide documentation of at least two of the following: joint bank accounts, joint credit cards, joint ownership of residence, shared household expenses, granting power of attorney, designating each other as primary beneficiary or executor, or evidence of other joint financial responsibilities.
8. We understand that under applicable federal income tax law, payments for medical and dental coverage of a domestic partner may not be eligible for pre-tax treatment.
9. We understand that in addition to CH2M HILL's eligibility requirements there are terms and conditions of coverage of certain insurance plans offered through CH2M HILL which we agree to be bound.
10. We agree to file a Statement of Termination of Domestic Partnership with CH2M HILL should any of the declarations cease to be true.
11. We understand that there may be legal consequences for employees to file an Affidavit of Domestic Partnership or register with an authorized registry in the event of the termination of the domestic partnership. We further understand that this domestic partnership may be regarded as a factor leading a court to treat our relationship as the equivalent to marriage for the purpose of establishing and dividing community property or for ordering payment of support.

Based on these criteria our Domestic Partnership became effective on: _____

**WE DECLARE UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____
THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT.**

EMPLOYEE'S SIGNATURE

DATE

DOMESTIC PARTNER'S SIGNATURE

DATE

STATE OF _____)
COUNTY OF _____) ss:

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____

by _____ and _____

NOTARY PUBLIC

My Commission Expires: _____



CH2MHILL

STATEMENT OF TERMINATION OF DOMESTIC PARTNERSHIP

I, _____, declare that my Domestic Partnership with
(PRINT EMPLOYEE NAME)

_____ shall be and is terminated as of this date.
(PRINT DOMESTIC PARTNER NAME)

Termination is due to:

- ☐ Termination of the domestic partnership because of a change in one or more of the circumstances attested to in the Affidavit of Domestic Partnership.

A copy of this notice was mailed to my former domestic partner at:

_____ on _____, _____
(address) (month and day) (year)

- ☐ Death of domestic partner.

I declare under penalty of perjury under the laws of the State of _____ that the statements above are true and correct:

Dated this _____ day of _____, 20 ____.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 ____.

by _____ and _____.

NOTARY PUBLIC

My Commission Expires: _____