

RESOLUTION NO. 18-183

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ISSUANCE OF TASK ORDER NO. 1 TO BLACK & VEATCH CORPORATION FOR EVALUATION, DESIGN, BID AND PRE-AWARD SERVICES FOR AN ADDITIONAL AERATION BLOWER SYSTEM TO THE RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY IN AN AMOUNT NOT TO EXCEED \$190,887.00; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 17-207, the City Commission awarded the bid and authorized a three-year contract between the City and Black and Veatch Corporation for General Engineering Services; and

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

Section 1: That issuance of Task Order No. 1 to Black & Veatch Corporation for Evaluation, Design, Bid and Pre-Award Services for an additional aeration blower system at the Richard A. Heyman Environmental Protection Facility in an amount not to exceed \$190,887.00 is hereby approved.

Section 2: That funds for this project are budgeted in line item 403-3804-535-6500 (Project SE35031801).

Section 3: That the City Manager is authorized to execute necessary documents upon consent of the City Attorney.

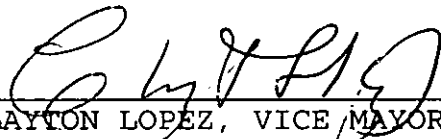
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 5th day of June, 2018.

Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of June, 2018.

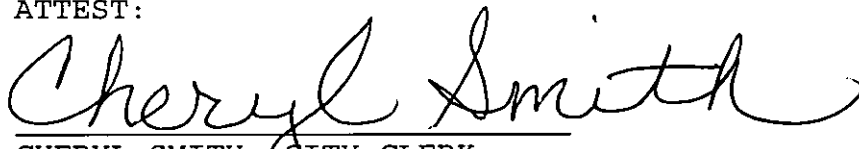
Filed with the Clerk on June 6, 2018.

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



CLAYTON LOPEZ, VICE 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

Date: April 26, 2018
To: Jim Scholl, City Manager
From: John Paul Castro, Director of Utilities
Cc: Greg Veliz, Assistant City Manager

Subject: Approve Task Order No. 1 from Black and Veatch Engineering for the evaluation, design, bid and pre-award services of an additional aeration blower system to the Richard A. Heyman Environmental Protection Facility in the amount of \$190,887.

Action Statement

This Resolution would approve task order no. 1 from Black and Veatch Engineering in the amount of \$190,887.00 pursuant to resolution number 17-207 for the evaluation, design, bid and pre-award services for an additional blower and air delivery system to the waste water treatment facility.

Background

The City of Key West (CITY) has decided to improve their existing aeration system at the Richard A. Heyman Environmental Protection Facility (RAHEPF). The existing aeration system comprises of two multistage centrifugal blowers with associated mechanical piping, electrical and instrumentation and controls components. The City desires to increase air control, energy efficiency and redundancy at the facility with the addition of a new blower. The existing layout was designed with space and piping connections for the addition of a third blower unit in the future.

Purpose and Justification

The purpose of the task order is to allow the consultant to provide an evaluation for the selection of a blower technology that provides the most economical solution for the City assessing both capital and maintenance costs. The evaluation will also include a review of the existing process control and will provide recommendations targeted to continue to comply with the required treated effluent limits, while incorporating energy savings. It is anticipated that energy savings can be obtained by optimizing process control and by utilizing newer blower technology inherently more efficient. Once the City reviews and approves the recommendations (blower

M E M O R A N D U M

type selection and process control strategy) from the initial evaluation phase; the blower technology and improved process control upgrades will be incorporated into the detailed design phase.

During the detailed design phase, the consultant will develop construction documents for bidding that includes the addition of a new blower including piping, electrical, and instrumentation and controls modifications to the existing blower system.

Task 1 of the project will involve a site visit to review existing conditions to determine blower performance at different load levels, collect aeration system process performance information and blower power demand. The consultant will then perform an evaluation to select the blower and aeration system type that will be most appropriate for the application that result in the most energy savings to the City.

Task 2 of the project involves project coordination and design services. The consultant will prepare project management documents, monitor the schedule and budget, and review progress with the City. They will provide preliminary design plans for the City to review and then provide detailed design and construction documents.

Task 3 involves bid and pre-award services. The consultant will conduct a pre-bid conference, assist in interpretation of the bid documents, and assist the City during bid opening. They will provide bid construction contract documents and distribute construction contract documents.

Financial

Funding will come from account 403-3804-535-6500. \$700,000 was budgeted for project SE35031801. Staff has reviewed the hourly cost breakdown and believes the rate mixture is properly balanced and match the hourly rates set forth within the contract documents.

Recommendation

Approve task order no. 1 from Black and Veatch Engineering for the evaluation, design, bid and pre-award services for an additional aeration blower system at the Richard A. Heyman Protection Facility.

TASK ORDER No. 1 - DESIGN SERVICES
RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY
AERATION SYSTEM UPGRADE
CITY OF KEY WEST

BACKGROUND

The City of Key West (CITY) has decided to improve their existing aeration system at the Richard A. Heyman Environmental Protection Facility (RAHEPF). The existing aeration system comprises of two multistage centrifugal blowers with associated mechanical piping, electrical and instrumentation and controls components. The City desires to increase redundancy at the facility with the addition of a new blower. The existing layout was designed with space and piping connections for the addition of a third blower unit in the future.

INTRODUCTION

Black & Veatch (CONSULTANT) has been requested by the CITY to provide detailed design services to implement aeration upgrades for the RAHEPF. The scope of services includes the following two main phases:

- Evaluation of best blower technology
- Detailed design of blower addition and process control to existing aeration system
 - Structural: Equipment base and pipe supports
 - Instrumentation and Control: Control descriptions, instrumentation and controls upgrades, and new control panel.
 - Electrical: Upgrade to existing electrical system to accommodate new loads. A new MCC , wiring to the administration system, disconnect and potential new transformer.
 - Mechanical: Blower system design including blower, enclosure, associated piping and valves.

An evaluation will be performed to select a blower technology that provides the most economical solution for the City assessing both capital and operation and maintenance costs. The evaluation will also include a review of the existing process control and will provide recommendations targeted to continue to comply with the required treated effluent limits, while incorporating energy savings. It is anticipated that energy savings can be obtained by optimizing process control and by utilizing newer blower technology inherently more efficient. Once the City reviews and approves the recommendations (blower type selection and process control strategy) from the initial evaluation phase; the blower technology and improved process control upgrades will be incorporated into the detailed design phase.

During the detailed design phase, CONSULTANT will develop construction documents for bidding that includes the addition of a new blower including piping, electrical, and instrumentation and controls modifications to the existing blower system.

SCOPE OF SERVICES

TASK SERIES 100 – BLOWER SELECTION EVALUATION MEMORANDUM

Task 101 – Blower and Air Delivery System Evaluation Memorandum

- A. Evaluation of Existing Data. CONSULTANT will evaluate the existing data through:
- (1) A site visit and kick off meeting with CITY staff.
 - (2) Reviewing existing design documents. A data request will be prepared and submitted to the CITY. It is anticipated the following information will be reviewed.
 - a) Blowers performance at different loading conditions
 - b) Aeration system process performance information
 - c) Blowers power demand
- B. Blower Evaluation. CONSULTANT will perform the evaluation to select the blower type most appropriate for the application by evaluating capital and operational requirements.
- (1) Using historical process air requirements, diffuser and basin information, determine the new unit's operating conditions.
 - (2) From the process air requirements, establish 3 or 4 operating points and associated weighting factors for each based on how we anticipate the plant will operate.
 - (3) Select 3 blower technology alternatives for evaluation.
 - (4) Utilizing the blower size and type and the operating points, perform a life cycle cost evaluation
 - (5) Develop a summary describing each blower technology and qualitative comparison factors as well as the quantitative ones.
- C. Air Delivery System Evaluation. CONSULTANT will perform an evaluation of the existing blower control strategy to identify alternative control strategies that may result in energy savings.
- (1) Evaluate the existing control strategy for air delivery at the plant, including automation equipment.
 - (2) Develop up to two (2) alternative concept level control strategies which may include most open valve (MOV) or ammonia based DO control.
 - (3) Develop a summary of air delivery alternatives.

CONSULTANT will prepare a memorandum summarizing all the findings and evaluation results and submit two (2) hard copies and one (1) electronic copy to the CITY for review. CONSULTANT will conduct a project review workshop with the CITY to review the memorandum.

D. Based on the discussions during the workshop, CONSULTANT will incorporate comments from the CITY as necessary into the next design submittal (Preliminary Design).

Task Series 100 Deliverables

The following deliverables are included in Task Series 100:

- Workshop meeting minutes
- Technical Memorandum - Including items A, B and C.

TASK SERIES 200 - DESIGN SERVICES

Task 201 - Project Coordination

Project coordination will encompass efforts required for project set-up, resource management, scheduling, invoicing, trend management, and other requirements needed to effectively and efficiently complete the tasks described in this scope of services. Also, this task includes administration and management of project:

- Prepare project management documents including budget, drafting standards, and quality assurance and quality control.
- Monitor schedule and budget.
- Review progress with CITY on a regular basis.
- Discuss issues with the CITY as they are noted.

Task 202 - Detailed Design - Construction Documents Level 2

A. Level 2 design shall commence only after the CITY has accepted the Task 101 - Blower Selection Memorandum deliverable. Level 2 progress activities are as follows:

- (1) Basis of Design Memorandum
- (2) Summary report with engineering design parameters
- (3) Layouts of piping and major equipment
- (4) Power distribution functional diagram
- (5) Site plan
- (6) Sections and details showing major equipment

- (7) Power plans
 - (8) Electrical fixture schedules
 - (9) Specifications, including front and back end documents
 - (10) Internal quality control review and refinement before delivery to the CITY
 - (11) Quality assurance and quality control plan and log update
 - (12) Opinion of probable construction cost
 - (13) Project schedule update
 - (14) Project trend register update (if applicable)
- B. CONSULTANT will provide two (2) hard copy sets and one (1) electronic set of the Level 2 drawings and specifications to the CITY for review.
- C. CONSULTANT will conduct a project review workshop with the CITY to review the Level 2 drawings and specifications. Based on discussions during the workshop, CONSULTANT will refine the drawings and specifications, and incorporate the applicable comments into the next submittal (Level 3).

Task Series 202 Deliverables

The following deliverables are included in Task Series 202:

- Basis of Design Memorandum (including preliminary drawings and specification list).
- BODM workshop meeting minutes.

Task 203 - Detailed Design - Construction Documents Level 3 and Level 4

- A. Level 3/Level 4 design shall commence only after the CITY has accepted the Level 2 deliverables. Level 3/Level 4 progress activities are as follows:
- (1) Final review set of CAD drawings
 - (2) Final review set of specifications and construction contract documents
 - (3) Opinion of probable construction cost update
 - (4) Internal quality control review and refinement before delivery to the CITY
 - (5) Quality assurance and quality control plan and log update.
 - (6) Project schedule update
 - (7) Project trend register update.

- B. CONSULTANT will provide two (2) hard copy sets and one (1) electronic copy of the Level 3/Level 4 documents to the CITY for review.
- C. CONSULTANT will conduct a project review workshop with the CITY to review the Level 3/Level 4 documents. Based on discussions during the workshop, CONSULTANT will refine the documents, if necessary.
- D. CONSULTANT will revise the documents to prepare the Level 4 submittal for advertising as necessary to reflect any decisions taken at this level. CONSULTANT will provide the CITY with three (3) signed/sealed hard copy sets and one (1) electronic copy.

TASK SERIES 300 – BID AND PRE-AWARD SERVICES

Task 301 – Bid Services

- A. The Bid Services Task will include the following activities.
 - (1) Pre-Bid Conference. Conduct at a date and time selected and a place provided by the CITY a pre-bid conference to:
 - a. Confirm the types of information required by the contract documents and the format in which bids should be presented.
 - b. Review special project requirements and contract documents in general.
 - c. Receive requests for interpretations that will be issued to plan holders.
 - d. Prepare minutes of conference and issue to plan holders.
 - (2) Interpretation of bidding documents. Interpret bidding documents. Prepare and issue addenda to the construction contract documents when required.
 - (3) Bid Opening. Assist CITY during bid opening. Answer questions, make preliminary tabulation of bids, and review questionnaires and bids for completeness. Final review set of specifications and construction contract documents

Task 302 – As Bid Documents Preparation

The following services are included under this Task.

- A. As Bid Construction Contract Documents. Refine construction contract documents according to addenda.
- B. Distribute three (3) sets of the construction contract documents to the successful bidder.
- C. Prepare and distribute three (3) sets of conforming copies of the construction contract documents.

ASSUMPTIONS

1. It is assumed that the new blower will be housed either outside (similar to the existing units) and in a prefabricated enclosure. No provisions for the design of a new blower building have been included in this scope of work.
2. Process and instrumentation drawings (PI&Ds), and Project Design Report for the plant will be made available to the CONSULTANT.
3. Construction inspection services are not included under this scope of work, but can be provided as additional services if desired by the CITY.

BUDGET

Tasks 100 thru 400 as described in this scope of work document would have the following lump sum fees:

TASK SERIES	LUMP SUM FEES
Task 100 – Blower Selection Evaluation Memorandum	\$37,136
Task 200 – Design Services	\$130,612
Task 300 – Bid and Pre-Award Services	\$20,070
Direct Costs	\$3,069
LUMP SUM TOTAL	\$190,887

CITY OF KEY WEST

BLACK & VEATCH CORPORATION

By: J. K. Scholl

By: 

By: J. K. SCHOLL
(Print Name)

By: Rafael E. Frias III, P.E
(Print Name)

Title: CITY MANAGER

Title: Associate Vice President

Date: 14 JUNE 2018

Date: 6/11/18

Task Order No. XX - Design Services
Aeration System Upgrade
Richard A. Heyman Environmental Protection Facility

Work Breakdown Structure	Project Director	Senior Project Manager	Engineering Manager	Technical Specialist - WW Process	Staff Engineer III - Structural	Project Engineer - Electrical	Staff Engineer III - Electrical	Staff Engineer III - Civil	Project Engineer - Mech. Process	Staff Engineer III - Mech. Process	Project Engineer - I&C	Staff Engineer III I&C	Senior Engineer - Cost Estimating	Senior Engineering Technician	Senior Administrator	Total Hours	Labor Cost
Task Series 100 - Blower Selection Evaluation Memorandum	1	4	12	48	0	2	0	0	40	100	4	24	0	16	2	253	\$37,136
Percent of Total - Task 100	0%	2%	5%	19%	0%	1%	0%	0%	16%	40%	2%	9%	0%	6%	1%	100%	
101 Blower and Air Delivery System Evaluation Memorandum	1	4	12	48		2			40	100	4	24		16	2	253	\$37,136
Task Series 200 - Design Services	3	48	72	36	60	70	56	24	80	140	24	180	24	106	12	935	\$130,612
Percent of Total - Task 200	0%	5%	8%	4%	6%	7%	6%	3%	9%	15%	3%	19%	3%	11%	1%	100%	
201 Project Coordination	1	24	24	20	12									12		93	\$16,060
202 Detailed Design - Construction Documents Level 2	1	12	24	8	32	12	16	12	40	80	16	100	12	64		429	\$57,948
203 Detailed Design - Construction Documents Level 3 & 4	1	12	24	8	16	58	40	12	40	60	8	80	12	42		413	\$56,604
Task 300 - Bid And Pre-Award Services	0	16	24	2	10	4	4	12	6	24	8	16	0	10	2	138	\$20,070
Percent of Total - Task 300	0%	12%	17%	1%	7%	3%	3%	9%	4%	17%	6%	12%	0%	7%	1%	100%	
301 Bid Services		8	12	2	8	2	2	4	4	12	4	8		4	2	72	\$10,470
302 As Bid Documents Preparation		8	12		2	2	2	8	2	12	4	8		6		66	\$9,600
	0%	5%	8%	6%	5%	6%	5%	3%	10%	20%	3%	17%	2%	10%	1%	100%	
Total Hours Estimated	4	68	108	86	70	76	60	36	126	264	36	220	24	132	16	1326	
Total Salary (Labor B&V)	\$1,088	\$13,940	\$18,900	\$17,630	\$8,680	\$10,792	\$7,440	\$4,464	\$17,892	\$32,736	\$5,112	\$27,280	\$3,792	\$16,632	\$1,440		\$187,818
Direct Costs																	\$3,069
Mileage		\$500	\$860	\$860													\$2,220
Communications and Shipping															\$249		\$249
Printing and Reproduction Services															\$600		\$600
Travel Costs																	\$0
TOTAL FEE																	\$190,887

NEGOTIATED RATES USED TO DEVELOP THIS FEE

\$272.00 \$205.00 \$175.00 \$205.00 \$124.00 \$142.00 \$124.00 \$124.00 \$142.00 \$124.00 \$142.00 \$124.00 \$158.00 \$126.00 \$90.00

RESOLUTION NO. 17-207

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING STAFF RANKING AND AWARDED CONTRACTS ON A TASK ORDER BASIS TO NINE BIDDERS IN RESPONSE TO REQUEST FOR QUALIFICATIONS NO. 17-002 FOR GENERAL ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a Request for Qualifications for engineering firms capable of providing general engineering services; and

WHEREAS, fourteen firms responded, and at a public meeting on June 16, 2017, a committee comprised of City staff members reviewed the responses, and determined eight full-service firms to be particularly qualified, and one firm to be local, timely and cost-effective for structural engineering services, and recommended that the City engage each one on a Task Order basis;

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

Section 1: That the responses for general and utility engineering consulting services are hereby ranked by staff, and approved by the City Commission as follows:

- (1) Stantec
- (2) CH2M Hill
- (3) Keith & Schnars
- (4) AMEC Foster Wheeler
- (5) EAC Consulting
- (6) T.Y. Lin International
- (7) Black & Veatch Corporation
- (8) Perez Engineering & Development
- (9) Artibus Design, LLC (for structural engineering only)

Section 2: That the City Manager is hereby authorized to negotiate and execute contracts with each of the companies in order of ranking, upon advice and consent of the City Attorney, for a term not to exceed three (3) years, with an option for one-two-year extension.

Section 3: Specific task orders issued pursuant to the contracts shall comply with the City's procurement guidelines.

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

Passed and adopted by the City Commission at a meeting held this 15 day of August, 2017.

Authenticated by the Presiding Officer and Clerk of the Commission on 16 day of August, 2017.

Filed with the Clerk on August 16, 2017.

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


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

AGREEMENT

between

CITY OF KEY WEST

and

Black & Veatch Holding Company

for

GENERAL ENGINEERING SERVICES

KEY WEST, FLORIDA

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and ___ Black & Veatch Holding Company___, a corporation organized under the laws of the State of _____, its successors and assigns, hereinafter referred to as "CONSULTANT".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. **Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFQ 17-002 General Engineering Services, CONSULTANT's Response to RFQ dated ___April 19, 2017___, exhibits, Task Orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. **Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. **CONSULTANT:** The engineering firm selected to perform the services pursuant to this Agreement.
- 1.4. **Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. **Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
- 1.6. **CITY:** City of Key West.
- 1.7. **Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 17-002 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated April 19, 2017 incorporated by reference and made part of.
- 2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. CONSULTANT's services may include but are not limited to the following in regard to the Agreement:
 - 3.1.1. Civil Engineering Services
 - 3.1.2. Utility Engineering Services
 - 3.1.3. Solid Waste Engineering Services
 - 3.1.4. Coastal Engineering Services
 - 3.1.5. Structural Engineering Services
 - 3.1.6. Marine Engineering Services
- 3.2. CONSULTANT's services shall include 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 retrofits, and any other lawful professional Engineering services that the CONSULTANT is qualified to provide and that the CITY authorizes the CONSULTANT to undertake in connection with this Agreement. CONSULTANT shall provide all necessary, incidental and related activities and services as required.

- 3.3. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of Task Order is at CONSULTANT's sole risk.
- 3.4. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.
 - 3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.
 - 3.4.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.
 - 3.4.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.
 - 3.4.4. A Task Order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, hereof, shall constitute the termination of any and all outstanding Task Orders.

- 3.4.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.
- 3.5. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions and reimburse CITY through compensation for damages.
- 3.7. CONSULTANT is required to perform the Task Orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order. In all Task Orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any sub-consultant, CONSULTANT shall present options for their use or implementation.
- 3.8. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CITY's construction contractors.
- 3.9. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction contractor's bids or the actual cost to the CITY.

ARTICLE 4

TERM OF AGREEMENT: TIME FOR PERFORMANCE: CONTRACTOR DAMAGES:

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the option of one (1) two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 4.1. CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.

- 4.2. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent Task Order. Prior to granting approval for CONSULTANT to proceed to a subsequent Task Order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.
- 4.3. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5. In the event Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

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

- 5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.

- 5.1.1.1. If the TASK ORDER timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.
 - 5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.
 - 5.1.1.3. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.
 - 5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.
- 5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)
- 5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the TASK ORDER by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.
 - 5.1.2.2. Hourly rates for the first year of the contract (CONSULTANT AND Sub-consultants): See attached Exhibit A
 - 5.1.2.3. CONSULTANT and Sub-consultants allowed annual wage adjustment shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS] Employment Cost Index [ECI] for Private Industry)
 - 5.1.2.4. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
 - 5.1.2.5. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
 - 5.1.2.6. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

5.2. REIMBURSABLE EXPENSES

- 5.2.1.1. Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Task Order shall be charged at actual cost, and shall be limited to the following:
 - 5.2.1.2. Identifiable transportation expenses in connection with the Task Order, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
 - 5.2.1.3. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Best Western located within the City of Key West city limits.
 - 5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.
 - 5.2.1.5. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the Task Order.
 - 5.2.1.6. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the Task Order.
 - 5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Task Order. These permit fees do not include those permits required for the Contractor.
- 5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraphs 5.2.1.1 through 5.2.1.7 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursable Expenses, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.
- 5.2.3. All sub-consultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. These amounts shall not increase each fiscal year to the CITY by more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. Sub-consultant Reimbursable Expenses are limited to the items in Paragraphs 5.2.1.1 through 5.2.1.7 described above when the sub-consultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

CONSULTANT shall submit billings that are identified by the specific Task Order number if applicable on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.3.2. Cost Reimbursable-Per Diem (Time and Expenses) Compensation

CONSULTANT shall submit billings that are identified by the specific Task Order number on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Task Order. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize reimbursable expenses by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for reimbursable expenses, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of salary costs and reimbursable expenses with accrual of the total and credits for portions paid previously. External reimbursable expenses and sub-consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a Task Order number or other identifier that clearly indicates the expense is identifiable to the Task Order. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, reimbursable expenses by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

- 5.3.3. If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or sub-consultant prior to receiving payment. CITY reserves the right to pay any subcontractor or sub-consultant, if CONSULTANT has not paid them timely and the services of the subcontractor or sub-consultant are necessary to complete the TASK ORDER or any Task Order.

5.4. METHOD OF PAYMENT

- 5.4.1. CITY shall pay CONSULTANT within forty-five (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.
- 5.4.2. In the event CONSULTANT has utilized a Sub-consultant in order to perform the Task Order, CONSULTANT will be required to provide documentation that Sub-consultant and Sub-consultants of Sub-consultants have been paid prior to payment being made to CONSULTANT.

5.4.3. Payment will be made to CONSULTANT at:

Address: **BLACK & VEATCH CORPORATION**
P.O. BOX 803823
KANSAS CITY MO 64180-3823

ELECTRONIC FUNDS TRANSFER TO:
BLACK & VEATCH CORPORATION
ACCOUNT NUMBER: 5336422
COMMERCE BANK, KC, MO. USA
ABA NUMBER 101000019
S.W.I.F.T. NO. CBKCUS44
*****PLEASE INCLUDE INVOICE NUMBER*****
ORG ID 1204

ARTICLE 6

CITY'S RESPONSIBILITIES

- 6.1. CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Task Order including previous reports and any other data relative to design or construction of the Task Order.
- 6.2. CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 6.3. CITY shall review the CONSULTANT's itemized deliverables/documents identified in the Task Orders and respond in writing with any comment within the time set forth in the Task Order or within a reasonable time.
- 6.4. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contractor.

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Task Order for which they are made is completed or not. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another Task Order.

7.2. TERMINATION

- 7.2.1. This Agreement may be terminated with or without cause by CITY at any time.
- 7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.
- 7.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

- 7.3.1. CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to any Task Order. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.
- 7.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS

- 7.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles 1

and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

- 7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that can not be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 7.4.3. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

- 7.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY's competitive procurement activities.
- 7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any sub-consultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

7.5.3. CONSULTANT shall promptly notify CITY if it or any subcontractor or sub-consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

7.6. SUB-CONSULTANTS

CONSULTANT may use the sub-consultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY's acceptance of a sub-consultant shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub-consultants. The list of sub-consultants submitted and currently approved is as follows:

- a. CRJ & Associates
- b. Avirom & Associates
- c. Nutting Engineers
- d. _____
- e. _____
- f. _____

Hourly rates for such said Sub-consultants are as on attached Exhibit A.

7.7. ASSIGNMENT AND PERFORMANCE

- 7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 7.7.2. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.
- 7.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT's response to the RFQ without the Contract Administrator's prior written approval.

7.8. INDEMNIFICATION OF CITY

7.8.1. To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

7.8.2. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work.

7.9. INSURANCE

7.9.1. CONSULTANT is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONSULTANT shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability	\$2,000,000	Per Claim / Aggregate
Additional Umbrella Liability	\$2,000,000	Occurrence / Aggregate

7.9.2. CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies— excepting Professional Liability—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as

CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONSULTANT will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

7.9.3. Notwithstanding any other provision of the Contract, the CONSULTANT shall maintain complete workers compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT who is performing any labor, services, or material under the Contract. Further, CONSULTANT shall additionally maintain the following minimum limits of coverage:

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

7.9.4. If the work is being done on or near a navigable waterway, CONSULTANT's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workers' compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workers compensation coverage under each policy.

7.9.5. CONSULTANT's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24 or its equivalent.

7.9.6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

7.9.7. CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT will notify City of Key West immediately by telephone at (305) 809-3964 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.

7.9.8. It shall be the responsibility of the Consultant to ensure that all sub-consultants/subcontractors comply with the same insurance requirements as is required of Consultant.

7.9.9. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.

7.10.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Task Order shall be addressed.

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.12. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

City of Key West
1300 White Street
Key West, FL 33040

FOR CONSULTANT:

Contact Name: Isabel C. Botero P.E.
Address: Black & Veatch Corporation
2855 N. University Drive, Suite 210
Coral Springs, FL 33065

7.13. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any Task Order and any additions thereto shall be adjusted to exclude any significant sums, by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

7.14. INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

7.15. CONSULTANT'S STAFF

7.15.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.

7.15.2. CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such

information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.

7.15.3. If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

7.15.4. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.

7.15.5. Each assignment issued under this Agreement by the CITY to the Consultant, the Consultant will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.

7.15.6. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the CITY Representative's prior written approval.

7.15.7. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.

7.15.8. The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.

7.15.9. The Consultant shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

7.16. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.17. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or sub-consultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

7.18. CONFLICTS

7.18.1. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.18.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.18.3. In the event CONSULTANT is permitted to use sub-consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such sub-consultants from having any conflicts as within the meaning of this section, and shall so notify them in writing.

7.19. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

7.20. WAIVER OF BREACH AND MATERIALITY

7.20.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach

and shall not be construed to be a modification of the terms of this Agreement.

7.20.2. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

7.21. COMPLIANCE WITH LAWS

CONSULTANT shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

7.22. SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement.

7.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

7.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.25. APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

7.26. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement:

Exhibit A – CONSULTANT/Sub-consultants' Hourly Rates

7.27. COUNTERPARTS

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

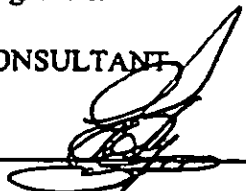
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

By: CITY OF KEY WEST

By: CONSULTANT



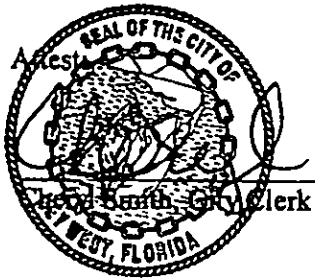
James Scholl, City Manager

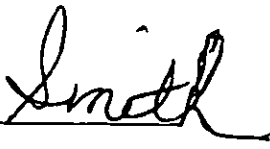


(Signature)
Robert E. Feins III, PE Associate Vice President
(Print Name and Title)

6TH day of OCTOBER, 2017

27 day of September, 2017





(Signature)

Attest:

(Signature)

(Print Name and Title)

10 day of Oct, 2017

____ day of _____, 20____

Exhibit A
Hourly Fee Schedule

Company Name:

Black & Veatch

Date:

September 1, 2017

POSITION TITLE	HOURLY BILLING RATE
Project Director	\$272.00
Senior Project Manager	\$205.00
Project Manager	\$197.00
Senior Technical Specialist	\$225.00
Technical Specialist	\$205.00
Senior Engineering Manager	\$199.00
Engineering Manager	\$175.00
Senior Engineer	\$158.00
Project Engineer	\$142.00
Staff Engineer III	\$124.00
Staff Engineer II	\$116.00
Staff Engineer	\$100.00
Senior Engineering Technician	\$126.00
Engineering Technician	\$96.00
Technical Aid	\$87.00
Professional Architect	\$162.00
Professional Geologist	\$167.00
Project Accountant	\$115.00
Senior Administrator	\$90.00
Administrative Assistant	\$80.00



City of Key West RFQ 17-002: GENERAL ENGINEERING SERVICES

Exhibit A

Hourly Fee Schedule

Company Name: CRJ & ASSOCIATES, INC. (FEIN 65-0969527)

Date: Friday, 09/01/2017

Position Title Hourly Rate



CRJ & Associates, Inc.

Consulting Engineers and Planners

KEY WEST GSA CONTRACT - RATES UPDATE (RFQ No. 17-002)

PROFESSIONAL ENGINEERING FEES

Position / Title	Hourly Rates for CRJ
Principal	\$ 144.82
Senior Project Manager	\$ 135.77
Project Manager	\$ 135.77
Senior Engineer	\$ 120.69
Project Engineer	\$ 105.60
E.I.T. (Engineer in Training)	\$ 75.43
Construction Manager	\$ 105.60
Cost Estimator	\$ 90.51
Senior Planner	\$ 135.77
Planner	\$ 105.60
Senior CADD Technician	\$ 84.66
CADD Technician	\$ 72.41
Threshold Inspector	\$ 68.67
Engineering Inspection	\$ 91.80
Field Representative - Construction Observation	\$ 57.22
Administrative / Clerical	\$ 52.02

The above hourly rates have been submitted to BLACK & VEATCH for the above-referenced CITY OF KEY WEST RFQ and affixed to Appendix A

9/1/2017

Marc A. Fermanian, MSCE, P.E. (FL Lic. #52626) - President of CRJ & Associates, Inc.

Exhibit A
Hourly Fee Schedule

Company Name: Avirom & Associates, Inc.

Date: 8/31/2017

Position Title	Hourly Rate
Principal	\$150.00/hour
Professional Land Surveyor	\$100.00/hour
Survey Field Crew	\$125.00/hour
CADD Drafting	\$85.00/hour



Geotechnical & Construction Materials
Engineering, Testing, & Inspection
Environmental Services

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

City of Key West General Engineering Services Contract 17-207
Black Veatch Team
August 31, 2017

Multiplier with personnel pricing August 2017	Hourly BASE RATE	Plus →	OVERHEAD RATE 154.01%	Plus →	FRINGE BENEFIT RATE 14.45%	Times →	PROFIT 10%	Project Rate Multiplier
PERSONNEL	1.00		1.5401		.1445		1.10	2.95 = 3.0

STAFF POSITIONS	HOURLY BASE RATE	LOADED RATE
Drafter/CADD	\$22.00	\$66.00
Engineering Technician	\$24.00	\$72.00
Project Engineer (EI)	\$33.33	\$100.00
Senior Project Engineer	\$41.66	\$125.00
Senior Engineer	\$51.67	\$155.00
Principal Engineer	\$63.33	\$190.00

Updated August 7, 2017

City of Key West Gen Eng Aug/City of Key West Rates w multiplier(Black Veatch) 8-31-17



Geotechnical & Construction Materials
Engineering, Testing, & Inspection
Environmental Services

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

NUTTING ENGINEERS OF FLORIDA, INC. - PROFESSIONAL SERVICE FEE SCHEDULE
City of Key West General Engineering Services 17-207
Submitted to Black & Veatch, August 31, 2017

	DESCRIPTION	RATE	
1	Principal Engineer	\$190.00	Hour
2	Senior Engineer	\$155.00	Hour
3	Senior Project Engineer	\$125.00	Hour
4	Project Engineer (EI)	\$100.00	Hour
5	Engineering Technician	\$72.00	Hour
6	CADD/Computer Technician	\$66.00	Hour
7	Secretary/Clerical	\$50.00	Hour
8	Mobilization of Truck Mounted Equipment	\$1,000.00	Each
9	Mobilization of Barge Within Project with Crane & Truck	\$5,500.00	Each
10	Safety Boat	\$400.00	Day
11	Barge with Drill Rig (5 Days & 8 Hours/day)	\$13,000.00	Week
12	Barge with Drill Rig (Standby - Weekend)	\$750.00	Day
13	Mobilization (ATV/Mudbug)	\$1,000.00	Each
14	Mobilization (Track Mounted Rig)	\$1,500.00	Each
15	Auger Borings	\$9.90	Foot
16	SPT - Truck 0-50 Ft	\$12.50	Foot
17	SPT - Truck 50-100 Ft	\$14.60	Foot
18	SPT - Truck 100-150 Ft	\$21.90	Foot
19	SPT - ATV/Mudbug 0-50 Ft	\$11.00	Foot
20	SPT - ATV/Mudbug 50-100 Ft	\$13.00	Foot
21	SPT - ATV/Mudbug 100-150 Ft	\$20.00	Foot
22	SPT - ATV/Mudbug 150-200 Ft	\$20.00	Foot
23	SPT - Barge/Track 0-50 Ft (keep?)	\$17.00	Foot
24	SPT - Barge/Track 50-100 Ft (keep?)	\$20.50	Foot
25	SPT - Barge/Track 100-150 Ft (keep?)	\$32.25	Foot
26	SPT - Barge/Track 150-200 Ft (keep)	\$32.50	Foot
27	Field Vane Shear Tests	\$120.00	Each
28	Cone Penetrometer 0-100 Ft	\$9.40	Foot
29	Dilatometer Tests (Minimum 10 per order)	\$100.00	Each
30	Shelby Tube Sample - Land 0-30 Ft	\$88.50	Each
31	Shelby Tube Sample - Barge 0-30 Ft	\$125.50	Each
32	Rock Cores (4-inch) - Land 0-50 Ft	\$42.50	Foot
33	Rock Cores (4-inch) - Land 50-100 Ft	\$51.50	Foot
34	Rock Cores (4-inch) - Land 100-150 Ft	\$60.50	Foot
35	Rock Cores (4-inch) - Land 150-200 Ft	\$75.50	Foot
36	Rock Cores (4-inch) - Barge 0-50 Ft	\$55.50	Foot
37	Rock Cores (4-inch) - Barge 50-100 Ft	\$70.50	Foot
38	Rock Cores (4-inch) - Barge 100-150 Ft	\$105.50	Foot
39	Grout - Truck 0-50 Ft	\$5.00	Foot
40	Grout - Truck 50-100 Ft	\$6.00	Foot

41	Grout - Truck 100-150 Ft	\$6.75	Foot
42	Grout - ATV/Mudbug 0-50 Ft	\$4.25	Foot
43	Grout - ATV/Mudbug 50-100 Ft	\$5.00	Foot
44	Grout - ATV/Mudbug 100-150 Ft	\$5.50	Foot
45	Grout - ATV/Mudbug 150-200 Ft	\$6.00	Foot
46	Grout - Barge 0-50 Ft	\$6.00	Foot
47	Grout - Barge 50-100 Ft	\$8.00	Foot
48	Grout - Barge 100-150 Ft	\$10.00	Foot
49	Casing Allowance - 3 inch - Land	\$7.00	Foot
50	Casing Allowance - 3 inch - Water	\$8.50	Foot
51	Casing Allowance - 6 inch - Land	\$11.50	Foot
52	Casing Allowance - 6 inch - Water	\$12.50	Foot
53	Extra Split Spoon Sample - Land 0-50 Ft	\$32.50	Foot
54	Extra Split Spoon Sample - Land 50-100 Ft	\$37.50	Foot
55	Extra Split Spoon Sample - Land 100-150 Ft	\$42.50	Foot
56	Extra Split Spoon Sample - Barge 0-50 Ft	\$35.50	Foot
57	Extra Split Spoon Sample - Barge 50-100 Ft	\$42.00	Foot
58	Extra Split Spoon Sample - Barge 100-150 Ft	\$46.50	Foot
59	Infiltration Test (Double Ring - Max 12 inches deep)	\$450.00	Each
60	Percolation Test	\$350.00	Each
61	Pavement Cores, Asphalt (Not Including MOT)	\$88.00	Each
62	Pavement Cores, Concrete (Not Including MOT)	\$96.00	Each
63	Clearing, Chainsaw and Operator	\$500.00	Day
64	Clearing, Dozer and Operator	\$608.00	Day
65	Clearing, Backhoe and Operator	\$541.50	Day
66	Stand-by Drill Rig and Crew (Land)	\$125.00	Hour
67	Cones, Signs, Flags, Arrow Board (Barrieades)	\$210.00	Day
68	Attenuator Truck	\$900.00	Day
69	Mobile Variable Message Sign	\$150.00	Day
70	Grain Size Analysis (Hydrometer)	\$85.00	Each
71	Atterberg Limits	\$60.00	Each
72	Moisture Content Tests	\$85.00	Each
73	Loss on Ignition Organic Content Tests	\$35.00	Each
74	Specific Gravity Tests	\$35.00	Each
75	LBR Tests	\$280.00	Each
76	Consolidation Tests	\$395.00	Each
77	Traxial Compression Tests (UU, CC or CD)	\$160.00	Each
78	Unconfined Compression Tests (Soil)	\$70.00	Each
79	Unconfined Compression Tests (Rock)	\$77.00	Each
80	Corrosion Series	\$125.00	Each
81	Full Gradation (With Wash)	\$55.00	Each
82	200 Wash	\$30.00	Each
83	Splitting Tension Tests	\$75.00	Each
84	Laboratory Permeability Test on Granular Soil	\$275.00	Each
85	Vibration Monitoring	\$150.00	Day
86	Saximeter	\$60.00	Week
87	Per Diem Per Crew	\$250.00	Night
88	Law Officer	\$42.50	Hour