

AGREEMENT BETWEEN CITY OF KEY WEST

And

For

**ENVIRONMENTAL ENGINEERING SERVICES
KEY WEST, FLORIDA**

This is an Agreement between: The City of Key West, its successors and assigns, hereinafter referred to as the "City," and W.F. Baird & Associates Ltd (Baird), a corporation organized under the laws of the State of Delaware, 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 8, inclusive. Other terms and conditions are included in the City's RFQ 25-002, Consultant's Response to RFQ dated, April 8, 2025, exhibits, Task Orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners: Members of the city commission with all legislative powers of the City vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.
- 1.3. Consultant: The Consultant or engineer selected to perform the services pursuant to this Agreement.
- 1.3. 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.
- 1.4. Consultant: The person, firm, corporation or other entity that enters into an Agreement with City to perform the engineering work for the Task Order.
- 1.5. City: City of Key West.
- 1.6. 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 environmentally 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 each Task Order authorized under this Agreement in each fiscal year (October 1-September 30) by the City. The budgeted amount may only be modified by 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 Consultants to perform the services hereunder based on the Request for Qualifications 25-002 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated April 8, 2025, incorporated by reference and made a part hereof.
- 2.3. Negotiations pertaining to the services to be performed by the Consultant were undertaken between the 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. Environmental 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. The Consultant shall provide all necessary, incidental and related activities and services as required.
- 3.3. The Consultant and the City acknowledge that the Scope of Services does not delineate every detail and minor work required to be performed by the Consultant to complete any particular Task Order. If, during the course of the performance of the services included in this Agreement, the 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, the Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If the 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 the Contract Administrator does not constitute authorization or approval by the City to perform the work. Performance of work by the 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 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 the City. Each Task Order shall include a description of the Scope of Services and specified deliverables, time of completion, total estimated costs of services. 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 Scope of Services in any Task Order. If such changes affect the Consultant's cost or time required for the 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 the Consultant. The Consultant shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. Upon 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 the Consultant may negotiate additional scopes of services, time of performance and other related matters for each Task Order as allowed by this Agreement. If the City and the Consultant cannot contractually agree, the City shall have the right to immediately terminate negotiations at no cost to the City and procure services from another Proposer.

- 3.6. The Consultant shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in the Consultant's field/industry as determined in accordance with generally accepted professional standards at the time and place the services are performed, performing such services at the time and place where the services are provided. In the event the Consultant does not comply with this standard, and omissions or errors are made by Consultant, the Consultant will correct such work that contains errors or omissions. Nothing herein shall be construed to limit the City's other legal or contractual remedies for damages arising from such errors or omissions.
- 3.7. The 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 Subconsultant, 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 the 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, the 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; CONSULTANT 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. Hourly rate adjustments may be requested in writing and negotiated no later than three months before the contract renewal date. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the City.

- 4.1. The Consultant shall perform the services described in each Task Order within the time periods specified. Each such period shall commence from the date of the purchase order issued for such services.
- 4.2. The 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 the Consultant to proceed to a subsequent Task Order, the Contract Administrator may, at their sole option, require the Consultant to submit any deliverables/documents for the Contract Administrator's review.

- 4.3. In the event the 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 the Consultant, or because of delays which were caused by factors outside the control of the Consultant, the 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 the Consultant to notify City within ten (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 Consultant fails to substantially complete the Task Order on or before the substantial completion date specified in its Agreement with the City or if the Consultant 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 the Consultant, the Consultant shall be compensated in accordance with Article 5 for all services rendered by Consultant beyond the substantial completion date.
- 4.5. If the Consultant fails to achieve substantial completion of the Task Order by the date specified in its Agreement with the City, and such failure is caused in whole or in part by a negligent act, error, or omission of the Consultant, the Consultant shall reimburse the City for its proportionate share of direct, documented costs incurred by the City as a result of such delay. This provision shall not limit or waive the City's rights under Paragraph 7.8 (Indemnification of City) or other legal remedies. The Task Order schedule shall be equitably extended for delays caused by permitting agencies, regulatory review, or other third-party actions beyond the Consultant's control, provided the Consultant has exercised reasonable diligence.

4.6. PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF DESIGNER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

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, Environmental overhead costs, direct expenses, and profit.

- 5.1.1.1. If the Task Order timeline deviates from the assumed schedule due to factors beyond the Consultant's control, either the Consultant or the City

may request renegotiation of the affected portions of the lump sum. During construction contract administration, if the Consultant is tasked with overseeing the project, both parties agree that any change in the completion time—whether earlier or later—will result in a proportional adjustment to the compensation. This adjustment will either increase the amount owed to the Consultant for additional work or decrease it if less time is required..

5.1.1.2. In the event of a change of scope, the City shall authorize in writing an appropriate decrease or increase in compensation.

5.1.1.3. Monthly invoices 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 requested 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 provided for the first three years of the contract (Consultant AND Subconsultants): See attached Exhibit A.

5.1.2.3. Consultant and Subconsultants 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, and this amount shall not be exceeded without prior written approval from the City. The Consultant is expected to make reasonable efforts to complete the work within the established budget and shall keep the City informed of progress. If necessary, adjustments to the budget or scope of work may be made to ensure successful completion of the task.

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, the Consultant's excess costs

expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

5.2. REIMBURSABLES

5.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Task Order shall be charged at actual cost, and shall be limited to the following:

5.2.1.1. 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.

5.2.1.2. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for Consultant's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Best Western.

5.2.1.3. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.

5.2.1.4. Cost of printing, reproduction or photography that is required by or of the Consultant to deliver services set forth in this Agreement. Unit costs must be specified in the Task Order.

5.2.1.5. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified in the Task Order.

5.2.1.6. All permit fees are 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 the Consultant that the dollar limitation set forth in Paragraph 5.2.1 is a limitation upon, and describes the maximum extent of the City's obligation to reimburse Consultant for direct, non-salary expenses. If the City or Contract Administrator requests the Consultant to incur expenses not contemplated in the amount for Reimbursables, the Consultant shall notify the 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. "Subconsultants' hourly rates shall be invoiced at the actual amounts paid by the Consultant. These rates may not increase in any fiscal year by more than the percentage change in the Consumer Price Index for All Urban Consumers (CPI-

U), U.S. City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Reimbursable expenses for Subconsultants shall be limited to those specified in Paragraph 5.2.1, provided that the Subconsultant's agreement includes provisions for reimbursable expenses."

5.3. METHOD OF BILLING

- 5.3.1. Lump Sum Compensation – The 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 percentage of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, the 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 - The Consultant shall submit invoices that are identified by the specific numbered Task Order on a monthly basis in a timely manner for all personnel hours and Reimbursements attributable to the Task Order. These invoices shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing the requested work. Invoices shall be itemized and summarized as Reimbursables by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by the Contract Administrator is required for Reimbursables, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with an accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant 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, the Consultant shall provide backup for past and current invoices that records hours and rates by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.
- 5.3.3. If requested, the Consultant shall provide copies of past paid invoices to any Subcontractor or Subconsultant prior to receiving payment. The City reserves the right to pay any Subcontractor or Subconsultant if the Consultant has not paid them in a timely manner and the services of the Subcontractor or Subconsultant are necessary to complete any Task Order.

5.4. METHOD OF PAYMENT

- 5.4.1. The City shall pay the 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 the Consultant has utilized a Subconsultant or Subcontractor in order to perform the Task Order, the Consultant will be required to provide documentation that the Subconsultants and Subcontractors of Subconsultants have been paid prior to payment being made to Consultant.
- 5.4.3. Payment will be made to Consultant at: W.F. Baird & Associates, Ltd. 2810 Crossroads Dr., Suite 1200, Madison, WI 53718

ARTICLE 6

CITY 'S RESPONSIBILITIES

- 6.1. The City shall assist the Consultant by placing at the Consultant's disposal all information the 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. The City shall arrange for access to, and make all provisions for, the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 6.3. The 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. The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the 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 inputs and outputs, 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, the City may withhold any payments then due to the Consultant until the Consultant complies with the provisions of this Article. The Consultant is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another Task Order.

Nothing in this section requires the Consultant to transfer ownership of any pre-existing proprietary software or third-party commercial modeling tools; however, all data, model inputs and outputs, calibration files, boundary conditions, assumptions, configurations, results, and documentation generated under this Agreement shall be and remain the property of the City.

7.2. TERMINATION

- 7.2.1. This Agreement may be terminated with or without cause by the City at any time.
- 7.2.2. Notice of Termination shall be provided in accordance with 7.2 Termination.
- 7.2.3. The City of Key West reserves the right to terminate this Agreement, in whole or in part, at any time, without cause, by providing the other party with thirty (30) days' written notice of its intention to terminate.
- 7.2.4. 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 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. The City shall have the right to audit the books, records, and accounts of the Consultant that are related to this Task Order. The 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. The 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 the City to be applicable to the 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 the City's disallowance and recovery of any payment upon such entry.

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

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

in whole or in part by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

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

formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

7.6. E-VERIFY

In accordance with Section 448.095, Florida Statutes, the CITY requires all Consultants doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a Contract unless each party to the Contract registers with and uses the E-Verify system. The contracting entity must provide proof of its enrollment in E-Verify.

For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>. By entering into this Agreement the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from Subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. The Consultant may be liable for all costs associated with the City securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).

7.7 NO USE OF FORCED LABOR

In accordance with Fla. Stat. § 287.1346, the Consultant acknowledges that it may not use forced labor as defined in this section and has certified in writing that the commodities being offered to City have not been produced, in whole or in part, by forced labor. The Consultant further acknowledges that the use of forced labor as defined by Fla. Stat. § 287.1346 and placement of the Consultant on the forced labor vendor list maintained by the Department of Management Services is grounds for immediate termination of this Agreement at the option of the City.

7.8 SCRUTINIZED COMPANIES

- 7.8.1 Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 7.8.2 If this Agreement is for more than one million dollars, Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if

Consultant, its affiliates, or its subcontractors are found to have submitted a false certification, or if Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria during the term of the Agreement.

- 7.8.3 Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 7.8.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.9 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (305) 809-3832, clerk@cityofkeywest-fl.gov, P.O. Box 1409, Key West, FL 33041.

The Consultant shall comply with the public records laws of the State of Florida, including Chapter 119, Florida Statutes, and Section 119.0701, Florida Statutes. Without limiting the foregoing, the Consultant shall:

Keep and maintain public records required by the City to perform the services under this Agreement.

Upon request from the City's Custodian of Public Records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the City.

Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant or transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's Custodian of Public Records, in a format that is compatible with the information technology systems of the City.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the City or allow the records to be inspected or

copied within a reasonable time.

If the Consultant does not comply with the City's request for records, the City shall enforce the Agreement provisions in accordance with this Agreement and applicable law.

7.10. SUBCONSULTANTS

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

Hourly rates are as on attached Exhibit A.

7.11. ASSIGNMENT AND PERFORMANCE

- 7.11.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and the Consultant shall not Subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.10.
- 7.11.2. 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.
- 7.11.3. 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 the City shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.11.4. Consultant shall not change or replace the Project Manager identified in the Consultant's response to the RFQ without the Contract Administrator's prior written approval.
- 7.11.5. The Consultant agrees that it shall perform no less than seventy (70) percent (%) of the total service outlined in this agreement directly. The Consultant shall not Subcontract or pass through work that exceeds this percentage without prior written approval from the City.
- 7.11.6. Any Subcontractor or Subconsultant or delegation of work shall be subject to the prior written approval by the City. The Consultant shall remain fully responsible for the work, performance, and quality of all subcontracted tasks.
- 7.11.7. In the event the Subcontractors or Subconsultants are utilized, the Consultant shall submit the names, qualifications, and scope of work for each proposed

Subcontractor/Subconsultant to the City for approval prior to engagement. The Consultant shall ensure that all Subcontracted work meets the same standards and quality as would be expected from direct performance by the Consultant.

7.12. INDEMNIFICATION OF CITY

To the fullest extent permitted by law and consistent with § 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the City, its officers, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and costs through appeal, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its subconsultants, or anyone directly or indirectly employed or utilized by them in the performance of this Agreement.

The Consultant shall also, to the same extent caused standard stated above, defend the City, its officers, and employees against any claim, demand, suit, or proceeding for which indemnification is owed under this provision, such defense to commence upon the City's written tender of the claim. The duty to defend is limited to the Consultant's proportionate share of fault as determined by agreement or final adjudication.

Nothing herein shall be construed as a waiver of the City's sovereign immunity or of the monetary limits set forth in § 768.28, Florida Statutes. This Article shall survive termination or expiration of this Agreement.

7.13. INSURANCE

The Consultant shall provide, pay for and maintain in force at all times during the services to be performed suitable insurance, including, but not limited to, Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive Environmental or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance, etc. as is required in the RFQ.

7.14. REPRESENTATIVE OF CITY AND CONSULTANT

- 7.14.1. 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.
- 7.14.2. 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.

7.15. ALL PRIOR AGREEMENTS SUPERSEDED

- 7.15.1. 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.

- 7.15.2. 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.

7.16. CONSULTING TEAM

- 7.16.1. 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.
- 7.16.2. 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.
- 7.16.3. 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.
- 7.16.4. In the event of 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.
- 7.16.5. 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 the curriculum vitae of the proposed substitute or replacement to the City. The deployment of such substitutes or replacement shall be subject to the City's consent.
- 7.16.6. 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.

7.17. 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:

W.F. Baird & Associates, Ltd.

2500 N. Military Trail, Suite 275

Boca Raton, FL 33431

7.18. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the 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.

7.19. 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.

7.20. CONSULTANT'S STAFF

- 7.20.1. The Consultant agrees to provide the key personnel identified in their proposal for each Task Order, provided that such personnel remain employed by the Consultant throughout the duration of the Task Order.
- 7.20.2. The Consultant shall obtain prior written approval from the Contract Administrator to change key staff. The Consultant shall provide the Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. The Contract Administrator shall be reasonable in evaluating key staff qualifications.
- 7.20.3. If the Contract Administrator desires to request removal of any of Consultant's staff, the Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal.

7.21. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor under this Agreement. Services provided by the

Consultant shall be subject to the supervision of the Consultant. In providing the services, the 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.

7.22. THIRD PARTY BENEFICIARIES

Neither the Consultant nor the 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 subconsultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

7.23. CONFLICTS

- 7.23.1. Neither the 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.
- 7.23.2. The Consultant agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the City in any legal or administrative proceeding in which they are 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 their expert opinion, which is adverse or prejudicial to the interests of the 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.
- 7.23.3. In the event the Consultant is permitted to use Subcontractors to perform any services required by this Agreement, the Consultant agrees to prohibit such Subcontractors from having any conflicts as within the meaning of this section, and shall so notify them in writing.

7.24. CONTINGENCY FEE

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the 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, the 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.

7.25. WAIVER OF BREACH AND MATERIALITY

7.25.1. Failure by the 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.

7.25.2. The City and the 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.

7.26. 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.

7.27 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 the City or the Consultant elects to terminate this Agreement.

7.28. 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 8 of this Agreement shall prevail and be given effect.

7.29. 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.

7.30. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement: Exhibit A – Consultant /Subconsultants' Hourly Rates.

7.31. COUNTERPARTS

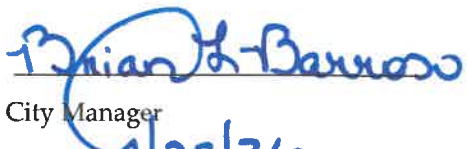
This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be original.

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



Date

CITY


City Manager
4/28/26

Date

CONSULTANT
By _____
Gordon Thomson, PE

(Print Name)
4/16/2026

Date

Federal Contract Clauses
(Applicable when Federal Funds are utilized)

Federal Contract Provisions for Non-Federal Entities:

- a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c) **Equal Employment Opportunity:** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d) **Davis-Bacon Act:** as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e) **Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)):** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- f) **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g) **Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)):** as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h) **Debarment and Suspension:** (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
- i) **Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)):**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j) **Access to Records -** “The Contractor agrees to provide The City of Key west, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- k) **DHS SEAL, Logo, and Flags -** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.
- l) **Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding -** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- m) **No Obligation by Federal Government -** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- n) **Program Fraud and False or Fraudulent Statements or Related Acts -** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

- o) **Affirmative Socioeconomic Steps** - "If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- p) **Copyright and Data Rights** - The Contractor grants to the City of Key West, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Key West or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and Consultant works. Upon or before the completion of this contract, the Contractor will deliver to the City of Key West data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Key West.

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Exhibit A -Hourly Fee Schedule

Date: 4/16/2026

[illegible]

Baird		
Senior Consultant	\$ 375.00	Hourly
Principal	\$ 316.00	Hourly
Senior Professional III	\$ 294.00	Hourly
Senior Professional II	\$ 274.00	Hourly
Senior Professional I	\$ 240.00	Hourly
Staff Professional III	\$ 209.00	Hourly
Staff Professional II	\$ 184.00	Hourly
Staff Professional I	\$ 161.00	Hourly
Senior Technician	\$ 147.00	Hourly
Technical Staff	\$ 136.00	Hourly
Support	\$ 114.00	Hourly

Avirom		
Principal	\$ 350.00	Hourly
Senior Professional Land Surveyor	\$ 225.00	Hourly
Professional Land Surveyor	\$ 175.00	Hourly
Project Manager	\$ 150.00	Hourly
Survey Crew (2 person)	\$ 165.00	Hourly
Survey Crew (3 person)	\$ 240.00	Hourly
GPS Survey Crew w/ GPS receiver	\$ 175.00	Hourly
3D Laser Scanning Crew w/ scanner	\$ 300.00	Hourly
CAD Technician	\$ 100.00	Hourly
3d CAD Technician	\$ 125.00	Hourly
Senior CAD Technician	\$ 125.00	Hourly
All Terrain/Track Vehicle	\$ 300.00	Daily
Boat with Go Devil motor	\$ 200.00	Daily
1 UAS with Qualified Pilot and Visual Observer	\$ 400.00	Hourly
1 Hydrographic Survey Crew with Sounder, GPS & Boat (minimum 1 day required	\$3,750.00	Daily
FKLS		
1-3 Man Total Station Conventional Field Crew	\$1,680.00	Daily
Water Work Including a Boat	\$2,500.00	Daily
Aerial Survey Mapping*	SEE NOTE	
AutoCAD Drafting	\$ 150.00	Hourly
Records Research	\$ 35.00	Hourly
FL Licensed Professional Surveyor and Mapper	\$ 200.00	Hourly

Nutting Engineers		
Principal Engineer	\$ 240.00	Hourly
Senior Geotechnical Engineer	\$ 210.00	Hourly
Engineer, PE	\$ 180.00	Hourly
Staff Engineer	\$ 160.00	Hourly
Senior Engineering Technician	\$ 105.00	Hourly
Site Visit, Boring Layout, Utility Clearance	\$ 105.00	Hourly
Drafter/CADD	\$ 60.00	Hourly
Auger Borings	\$ 19.00	LF
Hand Augers	\$ 19.00	LF
Standard Penetration Tests - Truck Rig (0'-50')	\$ 24.00	LF
Standard Penetration Tests - Truck Rig (51'-100')	\$ 29.00	LF
Standard Penetration Test Borings - Truck Mounted - >100'	\$ 34.00	LF
Standard Penetration Test Boring (SPT) - Portable Equipment	\$ 50.00	LF
Grout bore holes (0'-50')	\$ 8.00	LF
Grout bore holes (51'-100')	\$ 10.00	LF
Casing (0'-50')	\$ 8.50	LF
Casing (51'-100')	\$ 10.00	LF
Static Cone Penetration Test (0'-100')	\$ 35.00	LF
Muck Probing (4 hrs minimum)	\$ 85.00	Hour
Mobilization of drilling equipment to project (Minimum Charge)	\$ 430.00	Trip
Percolation Test	\$ 900.00	Test
Double Ring Infiltration Test	\$1,600.00	Test
Soil Classification (ASTM 2487)	\$ 110.00	Test
Install Groundwater Monitoring Well	\$ 75.00	LF
Plug & Abandon Monitoring Well, 25' Depth	\$ 175.00	Hour
Rock Coring to ~50'	\$ 50.00	LF
Atterberg Limits (liquid limit and plastic limit)	\$ 110.00	Sample
Turbidity (sample FOB laboratory)	\$ 85.00	Sample

Infinity Engineering Services		
Principal	\$ 180.00	Hourly
Project Manager	\$ 125.00	Hourly
Project Engineer	\$ 140.00	Hourly
Designer	\$ 97.00	Hourly
CADD w/ Operator	\$ 97.00	Hourly
Research Technician	\$ 61.00	Hourly
Administration	\$ 61.00	Hourly
Terracon		
Principal	\$ 250.00	Hourly
Environmental Director	\$ 250.00	Hourly
Senior Geologist, PG/Senior Engineer, PE	\$ 195.00	Hourly
Senior Project Manager	\$ 175.00	Hourly
Project Manager	\$ 155.00	Hourly
Senior Staff Scientist/Engineer/Geologist	\$ 140.00	Hourly
Staff Engineer/Geologist/Scientist	\$ 110.00	Hourly
Grants Administrator	\$ 135.00	Hourly
Brownfields Coordinator	\$ 185.00	Hourly
Sustainability/Resiliency Manager	\$ 175.00	Hourly
Field Scientist	\$ 85.00	Hourly
Senior Technician	\$ 110.00	Hourly
CADD Operator	\$ 90.00	Hourly
Senior CADD Operator	\$ 120.00	Hourly
GIS Analyst II	\$ 130.00	Hourly
GIS Technician	\$ 85.00	Hourly
Asbestos Building Inspector	\$ 90.00	Hourly
Asbestos Project Designer	\$ 125.00	Hourly
Florida Licensed Asbestos Consultant	\$ 195.00	Hourly
FL Radon Measurement Specialist	\$ 195.00	Hourly
FL Radon Measurement Technician	\$ 110.00	Hourly
Administrative Assistant/Clerical	\$ 85.00	Hourly
Certified Industrial Hygienist	\$ 215.00	Hourly
Lead-Based Paint (LBP) Risk Assessor	\$ 145.00	Hourly
LBP Inspector	\$ 90.00	Hourly

NFA		
Principal/President	\$ 180.00	Hourly
Sr. Project Director	\$ 170.00	Hourly
Sr. Engineer/P.E.	\$ 160.00	Hourly
Sr. Hydrogeo/Scientist/P.G.	\$ 150.00	Hourly
Project Manager	\$ 140.00	Hourly
Project Scientist/Geologist	\$ 130.00	Hourly
Sr. Technician/Geologist	\$ 120.00	Hourly
Technician	\$ 110.00	Hourly
CADD	\$ 100.00	Hourly
Clerical	\$ 85.00	Hourly
Pinnacle		
Principal Scientist/Manager	\$ 94.20	Hourly
Senior Scientist	\$ 87.27	Hourly
Scientist	\$ 81.53	Hourly
Field Scientist	\$ 67.31	Hourly
Geospatial Analyst	\$ 72.96	Hourly
Scientific Diver	\$ 94.20	Hourly
Smart Sciences		
Principal Scientist	\$ 300.00	Hourly
Chief Engineer/Scientist	\$ 300.00	Hourly
Senior III Scientist	\$ 265.00	Hourly
Senior II Scientist	\$ 215.00	Hourly
Senior I Scientist	\$ 180.00	Hourly
Certified Arborist	\$ 180.00	Hourly
Project II Scientist	\$ 165.00	Hourly
Project I Scientist	\$ 150.00	Hourly
Staff II Scientist	\$ 135.00	Hourly
Staff I Scientist	\$ 120.00	Hourly
Technician	\$ 100.00	Hourly
Intern	\$ 75.00	Hourly
GIS/CADD Analyst	\$ 165.00	Hourly
GIS/CADD Technical/Specialist	\$ 150.00	Hourly

Terramar		
Project Manager/Chief Scientist	\$ 225.00	Hourly
Senior Environmental Scientist	\$ 185.00	Hourly
Environmental Scientist	\$ 135.00	Hourly
Environmental Technician	\$ 110.00	Hourly
Expenses		
Work Boat 21	\$ 575.00	per day
Work Boat 16	\$ 375.00	per day
Dive Gear Set (includes two tanks per day	\$ 85.00	per day/sec
Trimble Survey GPS	\$ 100.00	per day
Printing, mailing, shipping	Reimbursed at Cost	
Kimley-Horn		
Analyst I	\$145-175	Hourly
Analyst II	\$185-220	Hourly
Professional	\$215-250	Hourly
Senior Professional I	\$265-345	Hourly
Senior Professional II	\$360-430	Hourly
Senior Technical Support	\$130-310	Hourly
Technical Support	\$105-180	Hourly
Support Staff	\$95-160	Hourly
Smith Engineering Consultants		
Principal	\$ 225.00	Hourly
Engineer	\$ 190.00	Hourly
Assistant Engineer	\$ 150.00	Hourly
CADD Designer	\$ 105.00	Hourly
Clerical	\$ 75.00	Hourly