

AGREEMENT FOR WATER QUALITY MONITORING PROGRAM

THIS IS AN AGREEMENT, dated the ____ day of _____, 2026, between:

CITY OF KEY WEST
a Florida municipal corporation, hereinafter "CITY,"

and

STANTEC CONSULTING SERVICES, INC
a Foreign Profit Corporation, authorized to do business in
the State of Florida, hereinafter "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
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, 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.

1.1 The CITY is in need of a CONSULTANT to create a Water Quality Monitoring Program and provide ongoing monitoring services (the "Services") for the CITY.

1.2 On September 17, 2025, the CITY received a proposal from CONSULTANT (Exhibit "A") for a Water Quality Monitoring Program and other related services (the "Services").

1.3 CITY and CONSULTANT desire to enter into an Agreement for the provision of the Services.

1.4 The CITY Manager is authorized to execute an agreement with CONSULTANT for services related to the scope of work set forth in the Proposal attached hereto as Exhibit "A" and as more particularly described herein.

ARTICLE 2
SCOPE OF WORK

The CONSULTANT shall provide all labor, materials, equipment, expertise, coordination, and professional services necessary to support the City of Key West in the development of a

comprehensive water quality assessment, mitigation strategy, and long-term monitoring program across all identified Geographic Areas of Concern (GOCs). The Scope of Work includes the tasks described below. All work shall be performed in accordance with applicable federal, state, and local regulations, including EPA, FDEP, FDOH, and City of Key West Code of Ordinances (with specific emphasis on Chapter 80).

Task 0 – Resume Key West Harbor Monitoring

The CONSULTANT shall evaluate and identify the minimum level of technology necessary to re-establish water quality monitoring in Key West Harbor. The proposed monitoring approach shall, use methodologies consistent with EPA and FDEP standard operating procedures including Quality Assurances / Quality Control best practices as required by EPA and FDEP.

The City anticipates that this effort may be funded through a combination of funds currently allocated under Task No. 4, in an amount not to exceed \$43,355, and funds identified within the optional additional bi-weekly sampling component, in an amount not to exceed \$5,720. Based on the estimated costs associated with the recommended monitoring technology and related services, and if additional funding is required, the City shall determine and obtain the appropriate level of approval—whether at the City Manager or City Commission level, as applicable—prior to implementation.

Deliverables – Task 0

- One (1) Draft Harbor Plan with Budget
- One (1) Final Harbor Plan with Budget
- Once Plan and Budget approved, Quarterly summaries of monitoring results with data attached.

Task 1 – Review of Existing Data Across All GOCs and Identification of Opportunities

1.1 Project Initiation and Coordination

The CONSULTANT shall conduct a virtual kickoff meeting with City staff and the City’s Water Quality Improvement Plan members and technical experts to:

- Confirm project goals, objectives, and performance expectations;
- Review roles, responsibilities, and communication protocols;
- Identify and assemble all relevant data sources; and
- Finalize a project schedule including progress meetings, milestones, submittal deadlines, and deliverables.

1.2 Comprehensive Data Collection and Quality Assurance

The CONSULTANT shall compile, review, and validate all relevant water quality data, including but not limited to:

- City-collected data
- Florida Department of Environmental Protection (FDEP)
- Florida Department of Health (FDOH)

- College of the Florida Keys (CFK)
- Previous consultant reports and studies
- Stormwater and infrastructure-related data

Datasets shall be evaluated using scientifically accepted QA/QC procedures to ensure completeness, accuracy, and regulatory integrity. Any data gaps, inconsistencies, or reliability concerns shall be documented.

1.3 Pollutant Identification by Geographic Area of Concern

Using validated datasets, the CONSULTANT shall identify pollutants of concern within each GOC, including but not limited to nutrients, bacteria, metals, hydrocarbons, , and other parameters of relevance. The analysis shall identify:

- Primary pollutant drivers
- Likely pollution sources
- Spatial and seasonal trends
- Exceedances of water quality standards established by state, regional and/or federal agencies
- Violations of Section 80-2
- Any GOC-specific anomalies requiring further investigation

1.4 Public-Friendly Data Summaries

The CONSULTANT shall prepare simplified, public-friendly summaries of complex water quality data, including but not limited to:

- Pollutants presenting the highest concern
- Geographic concentration of pollutants
- Impacts to recreational safety and environmental health

1.5 Identification of Water Quality Design Opportunities

Based on pollutant trends and GOC-specific findings, the CONSULTANT shall identify targeted improvement opportunities, which may include:

- Green infrastructure (bioswales, rain gardens, etc.)
- Stormwater retrofits and BMP enhancements
- Enhanced beach monitoring options
- Cruise ship discharge compliance strategies
- Turbidity and sediment control measures from regulated point source and non-point source activities
- Structural and non-structural BMPs
- Other pollutant source control options

Recommendations shall be technically feasible, cost-conscious, and tailored to the unique conditions of each GOC.

Deliverables – Task 1

- One (1) Draft Technical Report
- One (1) Final Technical Report

- Presentation to City Commission
- Dissemination of Final Technical Report to FDEP
- Consolidated water quality dataset used in the analysis

Task 2 – Identification of Pollutant Mitigation Actions

2.1 Identification of Feasible Mitigation Strategies

Using conclusions from Task 1, the CONSULTANT shall compile a list of actionable mitigation measures appropriate for each pollutant of concern. Examples include:

- Infrastructure improvements
- Regulatory or policy-based measures
- Community-based initiatives
- BMP implementation or expansion

The CONSULTANT shall estimate the likely effectiveness of each measure, noting price, effort, timelines, etc.

2.2 Action Profiles and Implementation Considerations

For each recommended action, the CONSULTANT shall provide:

- Scope of work and technical requirements
- Expected timeline for implementation
- Resource requirements
- Any permitting or regulatory considerations

2.3 Cost Estimates

The CONSULTANT shall develop high-level cost estimates for each mitigation action, including:

- Initial implementation costs
- Long-term O&M and monitoring needs

2.4 Presentation to City Commission

The CONSULTANT shall present all recommended mitigation strategies for Commission feedback and prioritization.

Deliverables – Task 2

- One (1) Draft Technical Report summarizing mitigation strategies
- One (1) Final Technical Report
- Presentation to City Commission
- Dissemination of Final Technical Report to FDEP

Task 3 – Design of Water Quality Monitoring Programs

The CONSULTANT shall develop a comprehensive Water Quality Monitoring Program to establish priority baseline pollutant levels and track improvements over time, consistent with

EPA, FDEP, and City Code Chapter 80.

3.1 Pollutant Prioritization and Monitoring Parameter Selection

The CONSULTANT shall evaluate pollutants listed in Chapter 80 and recommend practical monitoring parameters for nutrients, bacteria, hydrocarbons, , and select metals.

3.2 Turbidity Monitoring

The CONSULTANT shall recommend NTU-based turbidity testing approaches tied to background conditions and trend interpretation.

3.3 Expanded Beach Monitoring Framework

Recommendations shall include:

- Increased sampling frequencies
- New monitoring locations
- Options for microbial source tracking (MST)

3.4 Cruise Ship Discharge Monitoring

The CONSULTANT shall design monitoring strategies for Key West Harbor and Outer Harbor to identify prohibited discharges, specifying pollutants and appropriate methodologies.

3.5 Monitoring Scenarios

The CONSULTANT shall develop multiple monitoring scenarios:

- Baseline essential monitoring
- Intermediate options
- Advanced/continuous monitoring

Each scenario shall include detailed line-item cost estimates for equipment, analyses, staff time, and QA/QC.

3.6 Presentation to City Commission

The CONSULTANT shall present the Water Quality Monitoring Plan to Commission.

Deliverables – Task 3

- One (1) Draft Water Quality Monitoring Plan
- One (1) Final Water Quality Monitoring Plan
- Presentation to City Commission
- Dissemination of Final Technical Report to FDEP

Task 4 – Increased Availability of Recent Beach Reports

The CONSULTANT shall supplement FDOH beach sampling by doubling weekly sampling frequency at the four public beaches, following all FDOH protocols.

4.1 Coordination with FDOH

The CONSULTANT shall obtain and review:

- Sampling methods

- Locations
- Collection times/tide conditions
- Container and preservative requirements
- Chain-of-custody procedures

4.2 Collection & Laboratory Processing

The CONSULTANT shall collect 104 samples over a 12-month period and coordinate with a NELAC-certified laboratory for analysis.

Optional Add-On

Bi-weekly sampling of Rest Beach and Dog Beach.

Deliverables – Task 4

- Bi-weekly laboratory reports on sampling results
- Dissemination of Final Technical Report to FDEP

Task 5 – Increase Community Knowledge of Beach Data and Trends

The CONSULTANT shall analyze beach water quality trends and support the City in communicating findings to the public.

5.1 Trend Analysis

- Spatial analysis of high-risk beaches
- Seasonal trend assessment
- Statistical QA/QC validation
- Visual summaries (charts, maps, tables)

5.2 Public Communication Tools

The CONSULTANT shall develop:

- Clear explanations of FDOH categories (Good/Moderate/Poor)
- Seasonal context messages
- Infographics, signage, and visual tools
- Messaging aligned with FDOH guidance

Deliverables – Task 5

- One (1) Draft Technical Report on beach water quality trends
- One (1) Final Technical Report
- Dataset of compiled beach water quality data
- Dissemination of Final Technical Report to FDEP

Task 6 – Assist with the Design of a New Beach Water Quality Monitoring Plan

The CONSULTANT shall design a robust beach monitoring program.

6.1 Stakeholder Engagement

- Review existing goals and constraints
- Identify shared data needs
- Discuss monitoring parameters, frequency, and methods
- Collect local input on logistics and priorities

6.2 Refinement of Monitoring Plan

- Based on stakeholder feedback, the CONSULTANT shall refine the draft plan, including:
- Adjustments to sampling sites
- Pollutant prioritization
- Seasonal adjustments
- Alignment with City initiatives

6.3 Presentation to City Commission

The CONSULTANT shall present the water quality trends, public communication tools and new Beach Water Quality Plan to Commission.

Deliverables – Task 6

- One (1) Draft Beach Monitoring Program Report
- One (1) Final Beach Monitoring Program Report
- Presentation covering Tasks 5 and 6 to City Commission
- Dissemination of Final Technical Report to FDEP

ARTICLE 3 **TERM**

3.1 The initial CONTRACT resultant from this solicitation shall prevail for a one (1) year period from the CONTRACT's initial effective date. Prior to, or upon completion, of that initial term, the CITY shall have the option to renew the CONTRACT for four (4) additional one (1) year periods for a maximum total of five (5) years.

3.2 The Awarded CONSULTANT shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded CONTRACT.

3.3 Continuation of the CONTRACT beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Consultant. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

ARTICLE 4 **CONTRACT SUM**

4.1 The City shall compensate the CONSULTANT for services and Task Completed in accordance with the Cost Effectiveness Section provided in the CONSULTANT's response to RFP 25-020, attached as Exhibit "A".

4.2 Invoices shall be paid by the City in accordance with the Florida Local Government Prompt Payment Act, § 218.70, Fla. Stat.

4.3 Payment terms will be considered as net forty-five (45) days from the date of satisfactory delivery at the designated place of acceptance or from the receipt of a correct invoice at the specified office, whichever occurs later. The invoice must provide sufficient details to demonstrate compliance with the terms and conditions of the CONTRACT. Upon completion of services, the relevant department will evaluate the services provided to ensure they meet the specifications. Failure by the awarded Consultant to fulfill their responsibilities as outlined may result in one or more actions, as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation deemed acceptable by the City due to non-performance.

ARTICLE 5 **CONSULTANT'S LIABILITY INSURANCE**

5.1 The CONSULTANT shall not commence work under this CONTRACT until CONSULTANT has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONSULTANT allow any SUBCONSULTANT to commence work on the CONSULTANTs sub-contract until all similar such insurance required of the subconsultant has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Insurance shall be in force until all work required to be performed under the terms of the CONTRACT is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this CONTRACT, then in that event, the CONSULTANT shall furnish at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the CONTRACT and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this CONTRACT unless all required insurance remains in full force and effect.

5.4 GENERAL INSURANCE REQUIREMENTS:

5.4.1 During the Term of the Agreement, CONSULTANT shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.

5.4.2 All insurance shall be from responsible insurance companies eligible to do business in the

State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

5.4.3 The City shall be specifically included as an additional insured on CONSULTANT's Liability policies with the exception of CONSULTANT's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.

5.4.4 CONSULTANT shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.

5.4.5 If CONSULTANT fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if CONSULTANT refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of CONSULTANT's performance bond, letter of credit, or other security acceptable to the City.

5.4.6 CONSULTANT shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, Consultant shall promptly authorize and have delivered such statement to the City.

5.4.7 CONSULTANT authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with Consultant's insurance agents, brokers, surety, and insurance carriers.

5.4.8 All insurance coverage of CONSULTANT shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of Consultant in this Agreement.

5.4.9 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

5.4.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.

5.4.11 The insurance coverage and limits required of CONSULTANT under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for CONSULTANT. The CONSULTANT alone shall be responsible for the sufficiency of its own insurance program. Should the CONSULTANT have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

5.4.12 During the Term of this Agreement, the City and its agents and CONSULTANTs may continue to engage in necessary business activities during the operations of CONSULTANT. No personal property owned by City used in connection with these business activities shall be considered by Consultant's insurance company as being in the care, custody, or control of CONSULTANT.

5.4.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, CONSULTANT shall be responsible for all deductibles and self-insured retentions.

5.4.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

5.4.15 All policies of insurance required herein shall require that the insurer give the CITY thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.

5.4.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of CONSULTANT.

5.4.17 If CONSULTANT utilizes SUBCONSULTANTS to perform any operations or activities governed by this Agreement, CONSULTANT will ensure all SUBCONSULTANTS maintain the same types and amounts of insurance required of CONSULTANT. In addition, CONSULTANT will ensure that the SUBCONSULTANT insurances comply with all of the Insurance Requirements specified for CONSULTANT contained within this Agreement. CONSULTANT shall obtain Certificates of Insurance comparable to those required of CONSULTANT from all SUBCONSULTANTS. Such Certificates of Insurances shall be presented to the City upon request. CONSULTANT's obligation to ensure that all SUBCONSULTANT's insurance as provided herein shall not exculpate CONSULTANT from the direct primary responsibility CONSULTANT has to the CITY hereunder. The CITY will look directly to the CONSULTANT for any such liability hereunder and shall not be obligated to seek recovery from any CONSULTANT or subcontract or under such CONSULTANT's or SUBCONSULTANT's insurance coverages.

5.4.18 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

5.4.19 All requirements in this Insurance Section shall be complied with in full by

CONSULTANT

unless excused from compliance in writing by the City.

5.4.20 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

If Consultant has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by Florida Statutes, Consultant will be required to issue a formal letter (on Consultant's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by Florida Statutes. This exception does not apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by Consultant on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent CONSULTANTS, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by Consultant for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by Consultant as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury &
Property Damage Liability \$1,000,000.00 Combined Single Limit Each Accident

If CONSULTANT does not own any vehicles, this requirement can be satisfied by having Consultant's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Fire and Allied Property Insurance shall be maintained by CONSULTANT insuring all water quality monitoring equipment. Coverage shall be provided on an "All Risk" basis to include the perils of Wind and Flood. The minimum acceptable limits shall be the full Replacement Value of the water quality equipment.

5.4.21 The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONSULTANT's negligent operations in completing this Agreement and name the CITY as an additional insured under their policy on a primary and non-contributory basis.

5.4.22 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 **PROTECTION OF PROPERTY**

6.1 At all times during the performance of this CONTRACT the CONSULTANT shall protect the CITY's property from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 **CONSULTANT'S INDEMNIFICATION**

7.1 The CONSULTANT agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONSULTANT further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONSULTANT the fees and costs as provided for in Article 4 herein.

7.2 The CONSULTANT agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONSULTANT's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

7.4 The CONSULTANT shall not be held liable for any damage, malfunction, failure, or defect arising from or related to work, maintenance, or repairs performed directly by the City of Key West or its employees, agents, or representatives. In such instances, all liability and responsibility for the affected equipment, components, or systems shall shift to the City for the portion of work it performed. This limitation includes any subsequent failure, performance issue, or safety concern reasonably attributable to the City's in-house work or modifications. The CONSULTANT's warranty and indemnification obligations under this Agreement shall not extend to any portion of work or equipment altered, repaired, or serviced by the City or any third party not authorized or approved by the CONSULTANT.

ARTICLE 8 **INDEPENDENT CONSULTANT**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent CONSULTANT under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities here under provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT including but not limited to unpaid minimum wages and/or overtime.

ARTICLE 9 **PERFORMANCE BOND**

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

10.1 The CITY or the CONSULTANT may request changes that increase, decrease, or otherwise modify the Scope of Services/Basic Services described in Article 2 of this Agreement. Any such changes, including the addition or deletion of goods or services, must comply with all applicable provisions of the CITY Code of Ordinances and shall be valid only if set forth in a written amendment executed by both parties with the same formality, equality, and dignity as this Agreement. No deviation from the terms of this Agreement, including the commencement of

any additional or extra work, shall occur without such prior written amendment.

At the CITY's option, goods or additional services may be added to or deleted from this Agreement. When additional goods or services are requested, the Awarded Consultant shall be invited to submit a price quotation. If the CITY determines that the quotation is fair and reasonable, the CITY may authorize the work and award the additional goods or services to the Awarded Consultant through the required written amendment.

Each amendment shall, at a minimum, identify the project, describe the change in scope, specify the associated cost or credit, and provide any necessary adjustments to the schedule or deliverables.

Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11 TERMINATION

11.1 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All furnished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.

11.2 If the CONSULTANT defaults in its performance under this CONTRACT and does not cure the default within thirty (30) days after written notice of default, the CITY may terminate this CONTRACT, in whole or in part, upon written notice without penalty to the CITY. In such event, the CONSULTANT shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if (1) it is determined for any reasons that the CONSULTANT was not in default or (2) the CONSULTANT failure to perform is without is without his/her control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

11.3 The City Manager may terminate this CONTRACT, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the CITY. If so terminated, the CITY shall be liable only for payment in accordance with the payment provisions of the CONTRACT

for those services rendered prior to termination.

ARTICLE 12 **CONTRACT DOCUMENTS**

12.1 The CONSULTANT and the CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and incorporated herein by reference, form an integral part of this Agreement as if fully set forth herein word for word: this Agreement; the CONSULTANT's Proposal submitted in response to RFP 25-020 – Water Quality Monitoring, attached hereto as Exhibit "A"; RFP 25-020 – Water Quality Monitoring, attached hereto as Exhibit "B"; and all other exhibits referenced herein or attached hereto.

12.2 All referenced or incorporated documents carry the same force and effect as if fully set forth herein. In the event of a conflict between any Contract Documents, the order of precedence shall be as defined by the CITY.

12.3 In the event of any conflict, inconsistency, or ambiguity among the terms, conditions, or requirements of the documents incorporated into this Agreement, the following order of precedence shall govern, with the document listed first having the highest priority:

1. This Agreement and any duly executed amendments or change orders;
2. Federal, State, and City of Key West laws, regulations, ordinances, and mandatory CONTRACT provisions;
3. RFP 25-020 – Water Quality Monitoring, including all addenda;
4. The CONSULTANT's Proposal submitted in response to RFP 25-020 (Exhibit "A");
5. All other exhibits and attachments to this Agreement.

ARTICLE 13 **MISCELLANEOUS**

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a CONTRACT shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONSULTANT shall keep books and records and require any and all SUBCONSULTANTS to keep books and records as may be necessary to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a

period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONSULTANT is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall:

- a. Keep and maintain public records that would ordinarily and necessarily be required by the City in order to perform the services provided by the Contractor. Any documents created by the Contractor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. 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 Contractor does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the CONSULTANT to compel production of public records where the CONSULTANT has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the CONSULTANT as authorized by 119.0701, Fla. Stat.

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 AGREEMENT, THE CONSULTANT MUST CONTACT KERI O'BRIEN, CITY CLERK, THE CUSTODIAN OF PUBLIC RECORDS AT 1300 WHITE STREET, KEY WEST, FLORIDA 33040, (305)809-3831 clerk@cityofkeywest-fl.gov.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the CONTRACT price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: Brian L. Barroso, City Manager
1300 White Street
Key West, FL 33040

Copy To: City Attorney
1300 White Street
Key West, FL 33040

CONSULTANT: Attn: Nick Eide, Project Manager
Stantec Consulting Services, Inc
4798 New Broad Street #100
Orlando, FL 32814

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right contained therein, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 Public Entity Crimes Affidavit. CONSULTANT shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

13.17 Scrutinized Companies.

- a. CONSULTANT certifies that it and its subconsultants 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 subconsultants are found to have submitted a false certification; or if CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the

Agreement.

- b. If this Agreement is for more than one million dollars, CONSULTANT certifies that it and its subconsultants 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 subconsultants are found to have submitted a false certification, or if CONSULTANT, its affiliates, or its subconsultants 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.
- c. CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. 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.

13.18 E-Verify Affidavit. 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-participationenrollment-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 SUBCONSULTANTS; 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).

13.19 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.

13.20 Human Trafficking Attestation. In accordance with Fla. Stat. 787.06(13), the CONSULTANT shall execute a "Human Trafficking Attestation" and provide a copy to the CITY no later than the time of execution of the Agreement.

13.21 Warranty Work and Certified Personnel. Any repairs, adjustments, or services performed under a manufacturer's or CONSULTANT's warranty shall be completed strictly in accordance with the warranty terms. All warranty-related work must be performed by technicians or service providers who are duly certified and authorized by the manufacturer to perform such work so as to maintain the validity of the warranty. The CONSULTANT shall ensure that no repair or service performed under warranty voids or compromises the manufacturer's or third-party warranty coverage. The City shall not be responsible for any costs associated with improper warranty work or work performed by non-certified personnel.

13.22 Authorized Point of Contact. The City designates the City's Resiliency Manager as the sole and exclusive point of contact for requesting, coordinating, and authorizing any work to be performed under this Agreement. No work shall commence, nor shall any charges be incurred, without express authorization from Alison Higgins, Resiliency Manager at (305) 809-2746 and ahiggins@cityofkeywest-fl.gov. Any direction, instruction, or authorization for work received from any other City employee or representative shall be invalid unless confirmed in writing by the City's Finance Department or authorized designee.

IN WITNESS THEREOF, the parties have executed this Agreement on the respective dates under each signature: The CITY, signing by and through its CITY Manager, attested to by its CITY Clerk, duly authorized to execute same, and by CONSULTANT, by and through its, duly authorized officer to execute same.

CITY OF KEY WEST

Brian L. Barroso
City Manager Brian L. Barroso

Date: 1/14/26



AUTHENTICATION:

Keri O'Brien
City Clerk Keri O'Brien

APPROVED AS TO FORM AND LEGALITY
FOR USE AND BENEFIT OF THE CITY OF KEY WEST

Kendal Harden
Chief Assistant City Attorney, Kendal Harden

STANTEC CONSULTING SERVICES, INC

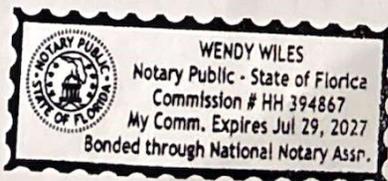
By: Nicholas S Eide
Print Name: Nicholas S Eide
Print Title: Sr. Project Manager
Date: 1/15/26

STATE OF FLORIDA
COUNTY OF ~~MONROE~~ Orange

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Nicholas Eide and acknowledged executed the foregoing Agreement as the proper official of Stantec Consulting use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 15th day of January 2026.

My Commission Expires: 7/29/2027 Wendy Wiles



- Exhibit – A Stantec response to RFP 25-020
- Exhibit – B City's Solicitation Document