

RESOLUTION NO. 17-299

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RENEWING FOR TWO YEARS THE ENVIRONMENTAL ENGINEERING SERVICES AGREEMENTS WITH TETRA TECH, INC. AND ATKINS NORTH AMERICA, INC. ORIGINALLY AWARDED IN RESOLUTION 14-359; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 14-359, the City Commission approved two (2) consulting firms to provide Environmental Engineering Services for the City of Key West, and authorized the City Manager to negotiate three-year Agreements with an option for one two-year renewal; and

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

Section 1: That the Agreement for Environmental Engineering Services is hereby renewed for a term of additional two years, upon mutually agreed terms for each of the following two firms: (1) Tetra Tech, Inc.; (2) Atkins North America, Inc.

Section 2: That the City Manager is hereby authorized to execute a two-year renewal upon agreed terms for each of the above-described Agreements, upon the advice and consent of the City Attorney.

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

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

Passed and adopted by the City Commission at a meeting held this 5th day of December, 2017.

Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of December, 2017.

Filed with the Clerk on December 6, 2017.

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



CRAIG CATES, MAYOR

ATTEST



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

Date: November 14, 2017
To: Jim Scholl, City Manager
From: Jim Bouquet, P.E., Director of Engineering Services
Subject: Approve a two (2) year extension to the Environmental Engineering Services Contracts with two (2) firms originally approved Under Resolution 14-359.

Action Statement

This resolution extends for two (2) years City of Key West Environmental Engineering Services Contracts for Tetra Tech, Inc. and Atkins North America, Inc. originally approved under Resolution 14-259. This resolution authorizes the City Manager to execute the contract extensions.

Background

Two consulting firms were awarded three (3) year Environmental Engineering Services contracts by Resolution 14-359 in December 2014. The firms consist of:

- 1) Tetra Tech, Inc.
- 2) Atkins North America, Inc.

Current agreements for these firms expire February 2018.

Purpose and Justification

This resolution provides exercising a two year, mutually agreed extension of the existing Environmental Engineering Services contracts for two consulting firms to continue providing services to the City. This extension is in accordance with Article 4 of the executed agreements.

Current fee schedules for each firm and primary sub-consultants are within allowable increases. This resolution also provides for revising project team members if so requested by the respective firm.

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.

Executive Summary

Financial Issues

Financial implications of this resolution are limited to an adjustment of hourly fee schedule rates by the engineering teams as allowed in Article 5.1.2.3 of the respective agreements.

Recommendation

Staff recommends extending for two (2) years City of Key West Environmental Engineering Services Contracts for Tetra Tech, Inc. and Atkins North America, Inc. originally approved under Resolution 14-259 and authorize City Manager to execute the contract extensions.

November 13, 2017

Sent Via Email

Jim Bouquet, P.E., Director of Engineering Services
City of Key West
1300 White Street
Key West, FL 33040

Re: Atkins Agreement Extension Offer
Resolution No. 14-359

Mr. Bouquet:

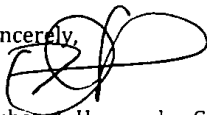
The City of Key West (City) previously selected Atkins North America, Inc (Atkins) in February 2015 as an approved contractor to furnish Environmental Engineering Services. Per Article 4 of the Agreement (Resolution No. 14-359), the duration would be for a period of three years from its effective date with the option for one two-year renewal, at the discretion of the City. Atkins is in receipt of the October 11, 2017 City communication expressing its desire exercise the two-year renewal option.

For the past three years Atkins has appreciated the opportunity to provide its professional services and would like to continue this relationship with the City. Therefore, Atkins is thankful to accept the two-year extension offer, pending ratification by the City Commission.

In support of this Agreement extension response, attached as Exhibit A are rate sheets with labor categories and hourly or unit rates for Atkins and its subcontractors. Also included are Atkins Certificates of Insurance. Atkins is continuing to utilize the same subcontractors included in the original Agreement. Atkins and subcontractors Florida Keys Land Surveying and EE&G are submitting adjusted rates for the 2018-2020 extension period (See Exhibit A).

Thank you in advance for this extension approval. If you have any questions or need additional assistance, please do not hesitate to contact the undersigned at (305) 514-3233.

Sincerely,



Ruben A. Hernandez Gregorat, P.E., M.E.M.
Division Manager
Atkins

EXHIBIT A

Atkins Billing Rates by Labor Classification (2018)

Environmental Engineering Services

Position Title

Labor Rate

Technician, Survey Field Data Specialist, Rodman	\$49.00
Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analyst I, Sr Designer I, Property Acquisition Agent I	\$65.00
Technical Professional II: Scientist II, Engineer II, Tech Coordinator II, Estimator/Scheduler II, GIS Analyst II, Sr Designer II, Property Acquisition Agent II	\$87.00
Surveyor I	\$94.00
Sr Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analyst I, Sr Designer I, Property Acquisition Agent I. Geomaticist II	\$109.00
Sr Technical Professional II: Scientist II, Engineer II, Project Manager, Estimator/Scheduler II, GIS Analyst II, Sr Designer II, Property Acquisition Agent II. Surveyor II. Construction Manager	\$125.00
Project Manager, Professional Geologist	\$149.00
Sr Technical Professional III: Scientist III, Engineer III, Resident Engineer, GIS Analyst III, Sr Designer III	\$162.00
Sr Project Manager	\$175.00
Sr Technical Professional IV: Principal Technical Professional, Engineer IV, Sr Program Manager, Division Manager, Project Director	\$195.00
Sr. Division Manager	\$232.00

Atkins has an extensive list of titles. The term "Technical Professional" refers to the Architects, Engineers, Landscape Architects, Planners, Scientists, Surveyors, etc that are maintained on staff.

Rate Table

Atkins Estimate Escalation for Resolution No. 14-359 Extension

	Year						Proposed
	2014	2015	2016	2017	2018	2019	
		2.10%	2.10%	2.30%	2.20%	2.20%	
Technician	\$ 45.00	\$ 45.95	\$ 46.91	\$ 47.99	\$ 49.04	\$ 50.12	\$ 49
TP I	\$ 60.00	\$ 61.26	\$ 62.55	\$ 63.99	\$ 65.39	\$ 66.83	\$ 65
TP II	\$ 80.00	\$ 81.68	\$ 83.40	\$ 85.31	\$ 87.19	\$ 89.11	\$ 87
Surveyor	\$ 86.00	\$ 87.81	\$ 89.65	\$ 91.71	\$ 93.73	\$ 95.79	\$ 94
Sr TP I	\$ 100.00	\$ 102.10	\$ 104.24	\$ 106.64	\$ 108.99	\$ 111.39	\$ 109
Sr TP II	\$ 115.00	\$ 117.42	\$ 119.88	\$ 122.64	\$ 125.34	\$ 128.09	\$ 125
PM	\$ 136.00	\$ 138.86	\$ 141.77	\$ 145.03	\$ 148.22	\$ 151.48	\$ 149
Sr TP III	\$ 150.00	\$ 153.15	\$ 156.37	\$ 159.96	\$ 163.48	\$ 167.08	\$ 162
Sr PM	\$ 165.00	\$ 168.47	\$ 172.00	\$ 175.96	\$ 179.83	\$ 183.79	\$ 175
Sr TP IV	\$ 185.00	\$ 188.89	\$ 192.85	\$ 197.29	\$ 201.63	\$ 206.06	\$ 195
Sr Div Mgr	\$ 225.00	\$ 229.73	\$ 234.55	\$ 239.94	\$ 245.22	\$ 250.62	\$ 232

Notes:

- 1 - Escalated rates based on BLS ECI index for a given year
- 2 - Escalated rates for 2018 and 2019 are estimates as the data is incomplete for 2017.

Atkins Expenses (2018)
Environmental Engineering Services

Item	Rate
Atkins Owned 10'-16' Boat	\$250/day
Atkins Owned 17'-20' Boat	\$400/day
Atkins Owned 21'-24' Boat	\$600/day
Rented	At Daily Rate
Garmin Handheld GPS	NC
Trimble	\$25/day
Ikelite Digital Video U/W Housing for Sony video	\$35/day
Olympus U/W Digital Camera	NC
Seadrop Seaviewer Video Camera with Screen and Integration	NC
Sea and Sea DX-1G Underwater Camera with all accessories	\$30/day
Sea and Sea 5000G Underwater Camera with Close Up Lens	\$25/day
Emergency Divers Alert Network Oxygen Kit	NC
First Aid Kit	NC
Poly pro line, surface buoys, misc expendable equipment	\$25/day
Snorkel Equipment	\$15/day
SCUBA Equipment	\$45/day
Quadrats	NC
Vehicles	per IRS Rate
Airfare	per flight
Lodging	Per Contract
Meals	Per Contract

Other specialized items may be needed through the time period of the contract and thus this list may change over time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 000000-Akin-GAWUp-17-18	CONTACT NAME: PHONE (A/C, No., Ext): _____ FAX (A/C, No.): _____ E-MAIL: _____ ADDRESS: _____														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Guarantee & Liability Ins Co	26247	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Zurich American Insurance Company	16535														
INSURER B : American Guarantee & Liability Ins Co	26247														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Atkins North America, Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713															

COVERAGES **CERTIFICATE NUMBER:** ATL-004776457-01 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP: WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO 137576-03	10/15/2017	10/15/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 0137575-03	10/15/2017	10/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____		AUC 9304209-15	10/15/2017	10/15/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 0137577-03	10/15/2017	10/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ #14-004; Environmental Engineering Services; Resolution No. 14-359. The City of Key West, all Departments, Agencies, Boards, Contractor and Commissions, its officers, agents, servants and employees are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract with respect to General Liability, Auto Liability and Workers' Compensation policies and subject to policy terms and conditions.

CERTIFICATE HOLDER City of Key West, FL 3125 Flagler Avenue Key West, FL 33040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Addl. Prem.	Return Prem.
BAP-0137575-03	10/15/2017	10/15/2018	10/15/2017			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the Who Is An Insured Provision in Section II – Covered Autos Liability Coverage:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs A:1.a. and A:1.b. in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions of Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions of Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. **Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. **Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Addl. Prem.	Return Prem.
GLO 0137576-03	10/15/2017	10/15/2018	10/15/2017			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: SNC-Lavalin Engineers & Constructors Inc.

Address (including ZIP Code):

919 Milam St., Ste. 1000

Houston, TX 77002

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any person or organization, other than an architect, engineer or surveyor, to whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.</p>	<p>Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION OR SCHEDULED AND PREMIUM CHARGE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/15/2017 Policy No. WC 0137577-03 Endorsement No. -
Insured: SNC Lavalin Engineers & Constructors, Inc. Premium \$ -

Insurance Company : Zurich American Insurance Company Countersigned by _____



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
11/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL: certificates@willis.com ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Underwriter's at Lloyds	15792-001
INSURED Atkins North America, Inc. 800 Waterford Way Suite 700 Miami, FL 33126		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 25794552** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability-Claims Made			B080111209P17	4/1/2017	4/1/2018	\$1,000,000 \$1,000,000 11/11/1961 Each Claim & Annual Aggregate Retro Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFQ #14-004; Environmental Engineering Services; Resolution No. 14-359

Underwriter's at Lloyds AM Best Rating: A XV.

See attached

CERTIFICATE HOLDER	CANCELLATION
City of Key West, FL 3126 Flagler Avenue Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED Atkins North America, Inc. 800 Waterford Way Suite 700 Miami, FL 33126	
POLICY NUMBER B080111209P17			
CARRIER Underwriter's at Lloyds	NAIC CODE 15792-001	EFFECTIVE DATE: 04/01/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Professional Liability policy is written on claims-made basis.

Coverage: Professional Liability
 Policy #B080111209P17
 Effective date and Expiration date: 04/01/2017 - 04/01/2018
 Carrier Name: Underwriter's at Lloyds
 Self-Insured Retention Deductible: \$160,000



FLORIDA KEYS LAND SURVEYING

19960 OVERSEAS HIGHWAY, SUGARLOAF KEY, FL 33042

PHONE: (305) 394-3690

EMAIL : FKLSeMail@gmail.com

www.floridakeyslandsurveying.net

- SURVEY SERVICES RATES -

SERVICE	HOURLY RATE	DAILY RATE
1-3 MAN TOTAL STATION CONVENTIONAL FIELD CREW		\$1,680
AUTOCAD DRAFTING	\$150.00	
RECORDS RESEARCH	\$35.00	
FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER	\$175.00	

**ALL HOURLY RATES ARE CHARGED AT A MINIMUM OF 1 HOUR & DAILY RATES SHOWN HEREON ARE FOR A TYPICAL 8 HOUR WORK DAY.

WE LOOK FORWARD TO WORKING WITH YOU!



EE&G STANDARD FEE SCHEDULE

(Effective January 1, 2017 through December 31, 2019)

<u>Labor Classification</u>	<u>Rate/Hour</u>
Professional Staff:	
Principal.....	\$175
Senior Technical Advisor/Project Director (LAC/CIH/Risk Assessors).....	\$155
Senior Project Professional (Abatement Designer/Sr. PMs)	\$125
Project Professional (IAQ Assessors).....	\$105
Staff Professional (Lead Inspector, Sr. Env ASB Techs).....	\$90
Associate Staff Professional (Jr. Asb/IAQ technicians)	\$75
Draftsperson/Designer	\$65
Support Staff:	
Administrative Assistant.....	\$45
Secretarial/Clerical.....	\$40

1. Overtime rates for arranged weekend work (after 5PM Friday until 6AM Monday) or on Federal holidays are at 150% of regular rates if not pre-negotiated.
2. For special situations, such as expert court testimony, hourly rates for principals and experts of the firm will be on an individually-negotiated basis.
3. Lab testing costs to be determined on a per Task Order basis with needed Turn Around Times. Markup of labs to be %15 if not prenegotiated volume deals are made on large duration projects.

EcoTech Environmental Services, Inc

Billing Rates by Labor Classification

Environmental Engineering Services



Position Title

Labor Rate

Technician, Survey Field Data Specialist, Rodman	N/A
Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analyst I, Sr Designer I, Property Acquisition Agent I, Surveyor I	\$65.00
Technical Professional II: Scientist II, Engineer II, Tech Coordinator II, Estimator/Scheduler II, GIS Analyst II, Sr Designer II, Property Acquisition Agent II	\$70.00
Sr Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analyst I, Sr Designer I, Property Acquisition Agent I, Geomaticist II	\$75.00
Sr Technical Professional II: Scientist II, Engineer II, Project Manager, Estimator/Scheduler II, GIS Analyst II, Sr Designer II, Property Acquisition Agent II, Surveyor II, Construction Manager	\$80.00
Project Manager	\$90.00
Sr Technical Professional III: Scientist III, Engineer III, Resident Engineer, GIS Analyst III, Sr Designer III	\$100.00
Sr Project Manager, Sr Technical Professional IV: Principal Technical Professional, Engineer IV, Sr Program Manager, Division Manager, Project Director	\$110.00
Sr. Division Manager	\$125.00

Reimbursible Expenses

Rate

Photo-ionization Detector (organic vapor analyzer)	\$120.00/day
YSI Multi-Meter (pH, conductivity, dissolved O2, temp)	\$50.00/day
Turbidity Meter	\$30.00/day
Interface Probe	\$25.00/day
Water Level Meter	\$15.00/day
Sampling Materials (gloves, DI water, isopropyl, tubing, etc.)	\$75.00/day
Survey Gear	\$50.00/day

EARTH TECH DRILLING

2703 NW 19TH STREET, POMPANO BEACH, FL 33069
954.974.2424 FAX:954.9742423

Contractor Name: ATKINS (Mark Henry)

Site Name: City of Key West

Date: 2-3-15

FAC ID#: _____

PROPOSED SCOPE OF WORK:

DRILLING	Unit	Unit Rate	Number of Units	Extended Price
Rig Type: Auger/Mud Rotary_XX__ Sonic____ Other__				
Split Spoon Collection (continuous or 5' intervals) (can be used in conjunction with well installation) (includes decon)				
HAND CLEARING to 5' BLS	per foot	\$18.00		\$0.00
<50 foot boring depth	per foot	\$14.00		\$0.00
50 foot to 100 foot boring depth	per foot			\$0.00
>100 foot boring depth	per foot			\$0.00
Borehole Grouting				
4 - inch borehole diameter	per foot	\$7.00		\$0.00
6 - inch borehole diameter	per foot	\$10.00		\$0.00
8 - inch borehole diameter	per foot	\$13.00		\$0.00
1" - 2" Well Installation (includes steamcleaning decon, screen, riser, sand pack, seal and grout)				
<50 foot boring depth	per foot	\$28.00		\$0.00
50 foot to 100 foot boring depth	per foot	\$31.00		\$0.00
>100 foot boring depth	per foot			\$0.00
4" Well Installation (includes steamcleaning decon, screen, riser, sand pack, seal and grout)				
<50 foot boring depth	per foot	\$38.00		\$0.00
50 foot to 100 foot boring depth	per foot	\$43.00		\$0.00
>100 foot boring depth	per foot			\$0.00
Recovery Well Diameter: _____	per foot			
Double Cased Wells				
4" Surface Casing	per foot			\$0.00
6" Surface Casing	per foot	\$46.00		\$0.00
8" Surface Casing	per foot			\$0.00
Well Completion (includes 30 minute development, 8" B-D manhole, concrete pad, locking well cap)	per well	\$225.00		\$0.00
1" - 2" Well Abandonment (includes grouting)	per foot	\$8.00		\$0.00
3" - 4" Well Abandonment (includes grouting)	per foot	\$10.00		\$0.00
5" - 6" Well Abandonment (includes grouting)	per foot	\$13.00		\$0.00
2' x 2' Well Pad Removal and Patch	each	\$125.00		\$0.00
MISCELLANEOUS				
Mobilization	roundtrip	\$1,200.00		\$0.00
Per Diem	per crew / per night	\$475.00		\$0.00
DOT Approved 55-gal Drum	each	\$65.00		\$0.00
Permits (Drilling or abandonment only; cost according to WMD & Local Municipalities)	each	\$100.00		\$0.00
Concrete Core and patch	each	\$125.00		\$0.00
Traffic Safety Cones	each			\$0.00
Vacuum/ Air Knife Bore Hole Clearing	per day			\$0.00
Development Time	per hour			\$0.00
Additional Decontamination Time	per hour			\$0.00
Standby/Delay/Difficult Access Time	per hour	\$450.00		\$0.00
TOTAL QUOTE PRICE				\$0.00

Days to Complete Scope of Work: _____

Project No.: _____

Subcontract Company Name: EARTH TECH DRILLING 954.974.2424

Subcontract Mailing Address: 2703 NW 19th St., Pompano Bch. FL 33069

Signature and Title of Person Submitting Quote: Bob Orlando

Date: _____

Monitoring Wells . Sparge Wells Horizontal and Vertical Vapor Extraction Wells Geotechnical Drilling Direct Push



THE CITY OF KEY WEST
PO Box 1409 Key West, FL 33041-1409 (305) 809-3700

November 13, 2017

Ruben A. Hernandez Gregorat, P.E., M.E.M.
Division Manager
Atkins North America
800 Waterford Way, Suite 700
Miami, Florida 33126

RE: Amendment to Resolution 14-359 – Environmental Engineering Services Agreement

Mr. Gregorat,

Upon both parties fully executing this Amendment, the enclosed City Commission Resolution 14-359 exercises the option to renew current Professional Environmental Engineering Services contracts per agreed terms for a period of two (2) additional years through February 23, 2020.

Atkins North America, Inc.

By:

Signature

Date

11/17/17

City of Key West

By:

James Scholl, City Manager

Date



October 26, 2017

James W. Bouquet P.E.
Director of Engineering
City of Key West
3140 Flagler Ave
Key West, FL 33040

Reference: Resolution No. 14-359, Key West, Florida
Subject: Environmental Services Contract Extension Request

Dear Mr. Bouquet:

As you know, the Environmental Engineering Services contract with the City of Key West (Resolution No. 14-359) is set to expire in February 23, 2018. Article 4 of the *Agreement between City of Key West and Tetra Tech, Inc. for Environmental Engineering Services Key West, Florida* (the Agreement) provides for the option of one (1) two (2) year renewal. Please accept this letter as our request for the contact extension in accordance with the referenced resolution and agreement.

A current "Exhibit A" for hourly rates associated with the agreement, and our current Certificate of Insurance is attached. The proposed increase in rates, is in accordance with the annual wage adjustment provision in Paragraph 5.1.2.3. of the Agreement.

At this time we do not anticipate any changes in sub-consultants listed in the original Agreement. If you have any questions or require any additional information, please contact me at 772-781-3400.

Sincerely,

A handwritten signature in cursive script, appearing to read 'B. Proctor'.

Brian Proctor
Vice President, Southeast Operations

cc: Shauna Stotler, Tetra Tech

TETRA TECH, INC.
SCHEDULE OF HOURLY RATES

Position Title	Current Labor Rate	1.0695	1.023
		2018 Labor Rates	2019 Labor Rate
Technician, Survey Field Data Specialist, Rodman	\$69.00	\$74.00	\$76.00
Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analyst I, Sr Designer I, Property Acquisition Agent I, Surveyor I	\$95.00	\$102.00	\$104.00
Technical Professional II: Scientist II, Engineer II, Tech Coordinator II, Estimator/Scheduler II, GIS Analyst II, Sr Designer II, Property Acquisition Agent II	\$115.00	\$123.00	\$126.00
Sr Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS Analyst I, Sr Designer I, Property Acquisition Agent I, Geomaticist II	\$125.00	\$134.00	\$137.00
Sr Technical Professional II: Scientist II, Engineer II, Project Manager, Estimator/Scheduler II, GIS Analyst II, Sr Designer II, Property Acquisition Agent II, Surveyor II, Construction Manager	\$158.00	\$169.00	\$173.00
Project Manager	\$165.00	\$176.00	\$180.00
Sr Technical Professional III: Scientist III, Engineer III, Resident Engineer, GIS Analyst III, Sr Designer III	\$179.00	\$191.00	\$195.00
Sr. Project Manager, Sr Technical Professional IV: Principal Technical Professional, Engineer IV, Sr Program Manager, Division Manager, Project Director	\$192.00	\$205.00	\$210.00
Sr. Division Manager	\$215.00	\$230.00	\$235.00



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)
09/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No., Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 3475 E. Foothill Boulevard Pasadena, CA 91107 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: The Insurance Co of the State of PA		19429
	INSURER D: American Home Assurance Co.		19380
	INSURER E: AIG Europe Limited		AA1120841
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570063784534** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. *Limits shown are as requested*

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBRS (INSR) W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X.C.U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GL7468716	10/01/2017	10/01/2018	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMPIOP AGG	\$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA4288055	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$100,000		CSUSA1702199	10/01/2017	10/01/2018	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC014629496	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI)	Y/N	WC014629497	10/01/2017	10/01/2018	E.L. EACH ACCIDENT	\$1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC014629498	10/01/2017	10/01/2018	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
			WC014629499	10/01/2017	10/01/2018	E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Professional Liability and Contractor's Pollution Liability		028182375 Prof/Pol1 Liab SIR applies per policy terms & conditions	10/01/2017	10/01/2019	Each Claim	\$5,000,000
						Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Table 9. Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry — Continued

(Not seasonally adjusted)

Occupational group and industry	Indexes (Dec. 2005 = 100)				Percent changes for—								
	Mar.	June	Sep.	Dec.	3-months ended—				12-months ended—				
					Mar.	June	Sep.	Dec.	Mar.	June	Sep.	Dec.	
Management, business, and financial													
2010	112.0	112.6	112.8	113.2	1.1	0.5	0.2	0.4	1.6	2.1	2.2	2.2	
2011	113.9	114.4	114.9	115.0	.6	.4	.4	.1	1.7	1.6	1.9	1.6	
2012	115.7	115.7	116.7	116.9	.6	.9	.0	.2	1.6	2.0	1.6	1.7	
2013	117.9	119.3	119.4	119.8	.9	1.2	.1	.3	1.9	2.2	2.3	2.5	
2014	120.2	121.7	122.8	122.7	.3	1.2	.9	-.1	2.0	2.0	2.8	2.4	
2015	123.4	124.2	125.7	126.2	.6	.6	1.2	.4	2.7	2.1	2.4	2.9	
2016	127.1	127.3	128.4	129.2	.7	.2	.9	.6	3.0	2.5	2.1	2.4	
2017	129.9	131.0	-	-	.5	.6	-	-	2.2	2.9	-	-	
Excluding incentive paid occupations²													
2006	101.1	102.0	102.6	103.2	1.1	.9	.6	.6	-	-	-	3.2	
2007	104.6	105.7	106.6	106.9	1.4	1.1	.9	.3	3.5	3.6	3.9	3.6	
2008	108.4	109.3	110.1	110.7	1.4	.8	.7	.5	3.6	3.4	3.3	3.6	
2009	111.0	110.9	111.1	111.2	.3	-.1	.2	-.1	2.4	1.5	.9	.5	
2010	112.4	112.8	113.4	113.7	1.1	.4	.5	.3	1.3	1.7	2.1	2.2	
2011	114.5	114.9	115.2	115.4	.7	.3	.3	.2	1.9	1.9	1.6	1.5	
2012	116.1	116.8	116.9	117.0	.6	.6	.1	.1	1.4	1.7	1.5	1.4	
2013	118.2	119.2	119.5	119.7	1.0	.8	.3	.2	1.8	2.1	2.2	2.3	
2014	120.4	121.2	121.6	122.0	.6	.7	.3	.3	1.9	1.7	1.8	1.9	
2015	123.0	123.6	124.4	124.6	.6	.5	.6	.3	2.2	2.0	2.3	2.3	
2016	125.9	126.4	127.2	128.0	.9	.4	.6	.6	2.4	2.3	2.3	2.6	
2017	128.9	129.8	-	-	.7	.7	-	-	2.4	2.7	-	-	
Professional and related													
2001	86.9	87.8	88.7	89.3	1.3	1.0	1.0	.7	5.0	4.6	4.2	4.1	
2002	90.1	90.5	91.0	91.4	.9	.4	.6	.4	3.7	3.1	2.6	2.4	
2003	92.1	92.7	93.6	94.2	.8	.7	1.0	.6	2.2	2.4	2.9	3.1	
2004	95.3	95.7	96.7	97.2	1.2	.4	1.0	.5	3.5	3.2	3.3	3.2	
2005	98.2	98.8	99.6	100.0	1.0	.6	.8	.4	3.0	3.2	3.0	2.9	
2006	100.9	101.8	103.1	104.0	.9	.9	1.3	.9	2.7	3.0	3.5	4.0	
2007	105.1	106.0	107.0	107.6	1.1	.9	.9	.6	4.2	4.1	3.8	3.5	
2008	108.7	109.5	110.4	110.9	1.0	.7	.8	.5	3.4	3.3	3.2	3.1	
2009	111.6	111.8	112.1	112.1	.6	.2	.3	.0	2.7	2.1	1.5	1.1	
2010	112.6	113.2	113.9	114.1	.6	.4	.6	.2	1.1	1.3	1.6	1.8	
2011	114.6	115.2	115.6	115.9	.6	.3	.3	.3	1.8	1.6	1.5	1.6	
2012	116.7	117.2	117.7	118.2	.7	.4	.4	.4	1.7	1.7	1.6	2.0	
2013	118.5	119.5	120.2	120.5	.5	.6	.6	.2	1.8	2.0	2.1	1.9	
2014	120.9	121.7	122.3	122.8	.3	.7	.5	.4	1.8	1.8	1.7	1.9	
2015	123.4	124.2	124.7	125.2	.5	.6	.4	.4	2.1	2.1	2.0	2.0	
2016	126.0	126.6	127.2	127.2	.6	.5	.5	.0	2.1	1.9	2.0	1.6	
2017	128.2	129.3	-	-	.8	.9	-	-	1.7	2.1	-	-	



THE CITY OF KEY WEST
PO Box 1409 Key West, FL 33041-1409 (305) 809-3700

November 13, 2017

Brian Proctor
Vice President, Southeast Operations
Tetra Tech, Inc.
759 South Federal Highway, Suite 314
Stuart, FL 34994

RE: Amendment to Resolution 14-359 – Environmental Engineering Services Agreement

Mr. Proctor,

Upon both parties fully executing this Amendment, the enclosed City Commission Resolution 14-359 exercises the option to renew current Professional Environmental Engineering Services contracts per agreed terms for a period of two (2) additional years through February 23, 2020.

Tetra Tech, Inc.

City of Key West

By: 
Signature

By: _____
James Scholl, City Manager

11/12/17
Date

Date

RESOLUTION NO. 14-359

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING STAFF RANKING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACTS ON A TASK ORDER BASIS TO TWO FIRMS IN RESPONSE TO REQUEST FOR QUALIFICATIONS NO. 14-004 FOR ENVIRONMENTAL ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, eighteen firms responded, and at a public meeting on October 24, 2014, a committee comprised of City staff members reviewed the responses, and determined two firms to be particularly qualified, and recommended that the City engage each one on a Task Order basis;

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

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

- (1) Atkins North America, Inc. (Atkins)
- (2) Tetra Tech, Inc. (Tetra Tech)

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

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

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

Passed and adopted by the City Commission at a meeting held
this 2nd day of December, 2014.

Authenticated by the presiding officer and Clerk of the
Commission on December 3, 2014.

Filed with the Clerk December 3, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK