

#### 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

City of Key West

By:

James Scholl, City Manager

Date



Atkins North America, Inc. 800 Waterford Way, Suite 700 Miami, Florida 33126

Telephone: +1.305.592.7275

www.atkinsglobal.com/northamerica

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).

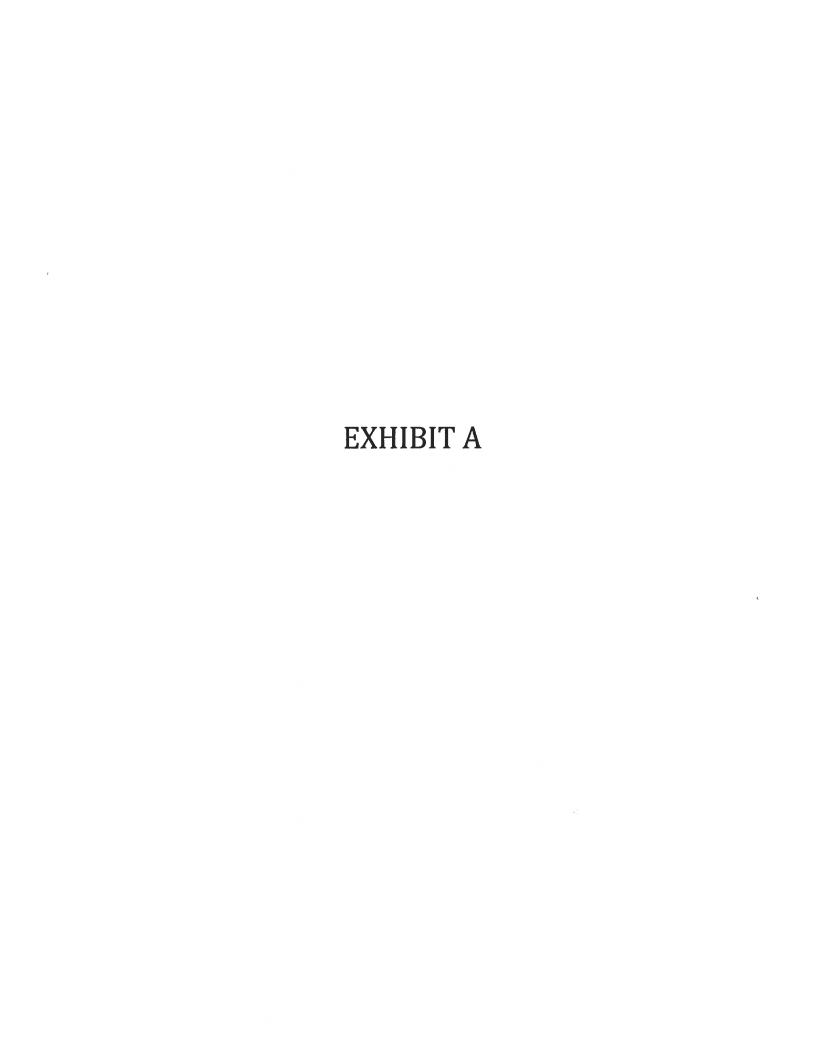
Thank you in advance for this extension approval. If you have any questions or need additional assistance, please do not hesitate to contact the undersigned at (305) 514-3233.

Sincerely,

Ruben A. Hernandez Gregorat, P.E., M.E.M.

Division Manager

**Atkins** 



## **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 Analysist	\$65.00
I, Sr Designer I, Property Acquisition Agenct I	\$65.00
Technical Professional II: Scientist II, Engineer II, Tech Coordinator II, Estimator/Scheduler II, GIS	¢07.00
Analysist II, Sr Designer II, Property Acquisition Agenct II	\$87.00
Surveyor I	\$94.00
Sr Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS	¢100.00
Analysist I, Sr Designer I, Property Acquisition Agenct I. Geomaticist II	\$109.00
Sr Technical Professional II: Scientist II, Engineer II, Project Manager, Estimator/Scheduler II, GIS	Ć125.00
Analysist II, Sr Designer II, Property Acquisition Agenct II. Surveyor II. Construction Manager	\$125.00
Project Manager, Professional Geologist	\$149.00
Sr Technical Professional III: Scientist III, Engineer III, Resident Engineer, GIS Analysist III, Sr Designer III	\$162.00
Sr Project Manager	\$175.00
Sr Technical Professional IV: Principal Technical Professional, Engineer IV, Sr Program Manager, Division	£105.00
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						
	2014	2015	2016	2017	2018	2019	Proposed
		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 1	\$ 60.00	\$ 61.26	\$ 62.55	\$ 63.99	\$ 65.39	\$ 66.83	\$ 65
TPII	\$ 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)

tr	is certificate does not confer rights	o the	cer	lificate holder in lieu of si			)				
PRO	DUCER MARSH USA, INC.				CONTA NAME:						
l	TWO ALLIANCE CENTER				PHONE (A/C, No				FAX (A/C, No):		
	3560 LENOX ROAD, SUITE 2400				E-MAIL ADDRE	UC / DUC 7-1					
	ATLANTA, GA 30326				ABBINE		LIRER/S) AFFOR	RDING COVERAGE			NAIC#
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	IRED					RA: Zurich Ame					26247
"""	Atkins North America, Inc.					RB: American G	Suarantee & Liab	ility ins Co			20247
	4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713				INSURE	RC:					-
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Α	AUTOMOBILE LIABILITY			BAP 0137575-03		10/15/2017	10/15/2018	COMBINED SINGLE L (Ea accident)	-IMI	\$	2,000,000
	X ANY AUTO							BODILY INJURY (Per	person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per	accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)		\$	
										\$	
В	X UMBRELLALIAB X OCCUR			AUC 9304209-15		10/15/2017	10/15/2018	EACH OCCURRENCE		\$	5,000,000
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Α	WORKERS COMPENSATION	$\overline{}$		WC 0137577-03		10/15/2017	10/15/2018	X PER STATUTE	OTH- ER	Ψ.	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE									•	1,000,000
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RF: I	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC RFQ #14-004; Environmental Engineering Services; F	LES (A Resolut	ion No	101, Additional Remarks Schedul 14-359 The City of Key West	le, may be tall Dena	attached if more	e space is require Boards Contrac	ed) ctor and Commissions it	ts officers	agents	servants and
empl	oyees are included as additional insured (except wor	kers' cc	mpens	sation) where required by written cor	ntract. This	s insurance is prin	nary and non-conf	tributory over any existin	ia insuranc	ce and lir	mited to liability
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Work	ers' Compensation policies and subject to policy term	ns and	conditio	ons.							
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	3126 Flagler Avenue Key West, FL 33040							REOF, NOTICE	WILL F	}E DE	LIVERED IN
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## **Coverage Extension Endorsement**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Addi. Prem	Return Prem.
BAP-0137 <i>5</i> 75-03	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

- The following is added to the Who Is An Insured Provision in Section II Covered Autos Liability Coverage:
   The following are also "insureds":
  - a. 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.
  - b. 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.
  - c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
  - d. 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:

- (2) 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.
- (4) 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

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

- 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

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.



## Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Addil. Prem	Return Prem.
GLO 0137576-03	1 0/1 5/201 7	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
- 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:
  - 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
- 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
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.	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
Information required to complete this Schedule, if not show	wn above, will be shown in the Declarations.

- 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
  - 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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- 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	<b>PERSONS</b>	AND/OR	ORGAN	IZATIONS	THAT	ARE	REQUIRE	D BY	WRITTE	N CO	NTRAC	T OR
<b>AGRI</b>	EEMENT W	/ITH THE I	NSURED.	EXECUTI	ED PRIC	OR TO	THE ACCI	IDENT	OR LOSS	FAHT,	WAIVE	ER OF
SUBF	ROGATION	BE PROV	VIDED UN	NDER THI	S POLIC	CY FO	R WORK	PERF	ORMED I	BY YOU	J FOR	THAT
PERS	SON AND/O	R ORGAN	IZATION	OR SCHE	DULED A	AND PF	REMIUM C	HARGE	Ξ.			

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 01	37577-03	Endorsement No	
Insured: SNC Lavalin Engieers & Construc		Premium \$ -		
Insurance Company : Zurich American Ins	surance 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).

0	n this certificate does not confe	r rig	hts t	to the certificate holder	r in lieu of suc	ch endorseme	nt(s).		
PRO	DUCER				CONTACT NAME:				
	Willis of New York, Inc.	nc.			PHONE	77-945-737	8 FAX (A/C, NO): 88	88-467-237	8
	P. O. Box 305191				E-MAIL		s@willis.com	70 107 207	
	Nashville, TN 37230-	5191			TANALATA SALATA	URER(S)AFFORDING		NAIC#	
					INSURER A: Under			15792-	001
INSL					INSURER B:				
	Atkins North America, 800 Waterford Way	Inc.			INSURER C:				
	Suite 700				INSURER D:				
	Miami, FL 33126				INSURER E:				
	Ÿ.				INSURER F:				
CO	VERAGES CER	TIFIC	ATF	NUMBER: 25794552	INCORLECT.		REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	S OF I EQUIR PERT	INSUR EMEN AIN. 1	RANCE LISTED BELOW HAV NT, TERM OR CONDITION O THE INSURANCE AFFORDE	OF ANY CONTRACT  D BY THE POLICE	T OR OTHER DO ES DESCRIBED	OCUMENT WITH RESPECT	TO WHICH THI	IS
INSR	TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	5	
-0.110.15	COMMERCIAL GENERAL LIABILITY					(11000000000000000000000000000000000000	EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR						PAMAGE TO RENTED PREMISES (Ea occurence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY(Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY							\$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE	1					AGGREGATE	\$	
	DED RETENTION\$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	]					E.L. DISEASE - EA EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
A	Professional Liability-Claims Made			B080111209P17	4/1/2017	4/1/2018	i i	Each Claim & Annual Aggre Retro Date	
RE: Und See	RIPTION OF OPERATIONS/LOCATIONS/VEHIC RFQ #14-004; Environment: erwriter's at Lloyds AM Be attached	al E	ngir	neering Services;	Resolution N	lo. 14-359			
CE	RTIFICATE HOLDER				CANCELLATIO	N			
						N DATE THER	SCRIBED POLICIES BE CAI REOF, NOTICE WILL BE Y PROVISIONS.		

City of Key West, FL 3126 Flagler Avenue Key West, FL 33040 **AUTHORIZED REPRESENTATIVE** 

GENCY CUSTOMER	ID:	33004588	

LOC#:		



#### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE FORM NUMBER: 25

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

ACORD 101 (2008/01)

## FLORIDA KEYS LAND SURVEYING

19960 OVERSEAS HIGHWAY, SUGARLOAF KEY, FL 33042

PHONE: (305) 394-3690

EMAIL: <u>FKLSemail@gmail.com</u> www.floridakeyslandsurveying.net

## - SURVEY SERVICES RATES -

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

<sup>\*\*</sup>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)

Labor	Classification	Rate/Hou
Profes	sional Staff:	
Principa	al	\$175
Senior	Technical Advisor/Project Director (LAC/CIH/Risk Assessors)	\$155
Senior	Project Professional (Abatement Designer/Sr. PMs)	\$125
	Professional (IAQ Assessors)	
Staff P	rofessional (Lead Inspector, Sr. Env ASB Techs)	\$90
Associa	ate Staff Professional (Jr. Asb/IAQ technicians)	\$75
	erson/Designer	
Admini	rt Staff: strative Assistantarial/Clericalarial/Clerical	\$45 \$40
1.	Overtime rates for arranged weekend work (after 5PM Friday until 6AM Monday) or holidays are at 150% of regular rates if not pre-negotiated.	on Federal
2.	For special situations, such as expert court testimony, hourly rates for principals and the firm will be on an individually-negotiated basis.	experts of
3.	Lab testing costs to be determined on a per Task Order basis with needed Turn Aron Markup of labs to be %15 if not prenegotiated volume deals are made on large durated.	

## <u>EcoTech Environmental Services, Inc</u> <u>Billing Rates by Labor Classification</u>



**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 Analysist	\$65.00
I, Sr Designer I, Property Acquisition Agenct I, Surveyor I	
Technical Professional II: Scientist II, Engineer II, Tech Coordinator II, Estimator/Scheduler II, GIS	
Analysist II, Sr Designer II, Property Acquisition Agenct II	
Sr Technical Professional I: Scientist I, Engineer I, Tech Coordinator I, Estimator/Scheduler I, GIS	
Analysist I, Sr Designer I, Property Acquisition Agenct I. Geomaticist II	\$75.00
Sr Technical Professional II: Scientist II, Engineer II, Project Manager, Estimator/Scheduler II, GIS	\$80.00
Analysist II, Sr Designer II, Property Acquisition Agenct II. Surveyor II. Construction Manager	
Project Manager	\$90.00
Sr Technical Professional III: Scientist III, Engineer III, Resident Engineer, GIS Analysist III, Sr Designer III	\$100.00
Sr Project Manager, Sr Technical Professional IV: Principal Technical Professional, Engineer IV, Sr	\$110.00
Program Manager, Division Manager, Project Director	
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
Rlg Type: Auger/Mud Rotary_XX Sonic Other				
Split Spoon Collection (continuous or 5' intervals) (can be used in conjunction with well installation) (include	es decon)		111	
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 >100 foot boring depth	per foot per foot			\$0.00 \$0.00
	periodi			ψ0.00
Borehole Grouting				
4 - inch borehole dlameter	per foot	\$7.00		\$0.00
6 - Inch borehole diameter	per foot	\$10.00		\$0.00
8 - inch borehole dlameter	per foot	\$13.00		\$0.00
1" - 2" Well Installation (includes steamcleaning decon, screen, riser, sand pack, seal and grout)				
		***		20.00
<50 foot boring depth 50 foot to 100 foot boring depth	per foot per foot	\$28.00 \$31.00		\$0.00 \$0.00
>100 foot boring depth	per foot	φ31.00		\$0.00
				70.00
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	#0.00		60.00
3"- 4" Well Abandonment (includes grouting)	per foot	\$8.00		\$0.00
5"- 6" Well Abandonment (includes grouting)	per foot	\$10.00		\$0.00
2' x 2' Well Pad Removal and Patch		\$13.00		\$0.00
MISCELLANEOUS	each	\$125.00		\$0.00
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	<b>0720.00</b>		\$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
	pormoun	TOTAL QUO	E PRICE	\$0.00
				Ţ0,00 J
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			Da	ate:

#### 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:

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

Mayor Craig Cates

Vice Mayor Clayton Lopez

Commissioner Sam Kaufman

Commissioner Richard Payne

Commissioner Margaret Romero

Commissioner Billy Wardlow

Yes

Commissioner Jimmy Weekley

CRAIG CATES, MAYOR

CHERVI, SMITH CATY 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.

#### **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.