

**AGREEMENT U2018101/ENG-SEAWALLALTMAT/1819  
BETWEEN CITY AND CONSULTANT**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 by and between:

The City of Punta Gorda  
326 West Marion Avenue  
Punta Gorda, FL 33950  
(941) 575-3366

(Hereinafter "**CITY**") and

Taylor Engineering, Inc.  
10199 Southside Blvd., Ste 310  
Jacksonville, FL 32256  
(904) 731-7040

(Hereinafter "**CONSULTANT**")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, the CONSULTANT'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**CONDITIONS OF WORK/PURCHASE:** All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONSULTANT shall not be construed as a waiver of this Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. The CITY's appropriate Change Order Authority are the only parties authorized to make changes or modifications by issuance of an official change notice or Amendment to this Agreement.

**ARTICLE 1. – WORK**

A. The CITY qualified the CONSULTANT for Professional Engineering services on a contractual basis for providing engineering services for providing and updating Seawall Panel Alternative Materials and Methods in accordance with the CITY's Request for Qualifications U2018101/ENG-SEAWALLALTMAT/1819, the CONSULTANT's submittal package to the Request for Qualifications U2018101/ENG-SEAWALLALTMAT/1819, and any other documents that may be executed as a result of this executed Master Agreement for consulting services as they relate to this WORK.

B. Specific Authorization #1 scope of services and fees shall be in performed in accordance with Exhibit B. This Specific Authorization scope of work is generally described as INITIAL STUDY - SEAWALL PANEL ALTERNATIVE MATERIALS AND METHODS.

C. Future Specific Authorizations – The CITY may negotiate additional services as they directly relate to the services stated in Article 1, Section A. CITY shall present all negotiated future specific authorizations to the appropriate award authority as an Amendment to this Agreement to authorize a notice to proceed for services.

**ARTICLE 2. – CITY STAFF RESPONSIBILITIES**

**REPRESENTATIVE** – Gary Disher, Engineering, or their designee, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Agreement Documents in connection with completion of the Work in accordance with the Agreement Documents.

**CONTRACT MANAGER** - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of this Agreement.

**CONTRACT ADMINISTRATOR** – The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONSULTANT for the project and is responsible for all records retention of Agreement correspondence.

### **ARTICLE 3. – AGREEMENT TERM**

A. **AGREEMENT TERM:** This Agreement shall be for a Five (5) year period, which shall commence upon the execution of this Agreement. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the CONSULTANT. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original Agreement, whichever period is longer. Renewal of this Agreement must be in writing and subject to the same terms and conditions set forth in this Agreement. A renewal of this Agreement may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the CITY and subject to the availability of funds.

B. **NON-EXCLUSIVE AGREEMENT:** No Guarantee is expressed or implied as to the total volume of commodities/services to be purchased under this open-end Agreement.

C. **ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in this Agreement and if the CONSULTANT is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. **SEPARATE PURCHASE ORDER:** CONSULTANT will receive a separate purchase order as commodities and/or services are required at the prices stated in this Agreement.

E. **APPROPRIATION OF FUNDS:** If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

### **ARTICLE 4. - CONTRACT TIME**

A. **SPECIFIC AUTHORIZATION #1:** CONSULTANT and the CITY have mutually agreed the CONSULTANT's schedule for deliverables and project completion will be in accordance with Exhibit B.

B. **FUTURE SPECIFIC AUTHORIZATION** contract times will be negotiated individually. The CONSULTANT must be required to fulfill and complete any SPECIFIC AUTHORIZATION that has been approved and issued, but not completed prior to the expiration of the Agreement.

### **ARTICLE 5. – LIQUIDATED DAMAGES**

If the CONSULTANT fails to complete the work within the times or milestones specified in this Agreement, or any written extension, the CONSULTANT shall pay to CITY as liquidated damages, but not as a penalty, \$100.00 per calendar day for each day of delay in the completion of any portion of the work. The total liquidated damages payable by the CONSULTANT shall not exceed ten percent (10%) of the total Agreement value.

### **ARTICLE 6 - RIGHT TO REQUIRE PERFORMANCE**

Failure of the CITY at any time to require performance by the CONSULTANT of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

In the event of a violation of any part of this agreement by the CONSULTANT, the CITY shall, among other remedies available under law, have the legal remedy to enforce the provisions of this agreement to prevent any interruption of service to the residents of the CITY. In the event a dispute arises between the CITY and the CONSULTANT relating to this agreement, performance, or compensation hereunder, the CONSULTANT must continue to render service in full compliance with all terms and conditions of this agreement as interpreted by the city, regardless of such dispute. However, this shall not prevent the CONSULTANT from seeking legal relief from any interpretation made by the CITY.

## **ARTICLE 7. – CANCELLATION OF CONTRACT**

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the CONSULTANT should CONSULTANT or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONSULTANT may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONSULTANT a reasonable period of time to cure the noncompliance.

B. TERMINATION FOR CONVENIENCE: The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONSULTANT. Upon such termination, CONSULTANT will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DEFAULT: The CITY will provide to the CONSULTANT written notification stating the nature of non-conformance and/or failure to perform to this Agreement's terms and conditions. All areas cited for non-conformance and/or failure to comply with this Agreement must be remedied by the CONSULTANT within a ten (10) calendar day period. If not remedied within the stated timeframe, the CITY shall find the CONSULTANT in default of this Agreement and invoke the cancellation clause without additional time to cure the non-conformance and/or failure to comply. The CONSULTANT will be removed from the CITY's supplier/CONSULTANT list.

D. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONSULTANT shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONSULTANT's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the CITY's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

E. CHANGES TO AWARDED PROJECT TEAM/ PERSONNEL. Changes to the originally proposed project team shall be submitted to the CITY in writing. Acceptance of the change shall be the sole discretion of the CITY. In the event the CITY does not approve the amended project team, the CITY has the option to terminate the contract. The CITY will reimburse the CONSULTANT for the work completed up to the time of termination.

## **ARTICLE 8. – AGREEMENT PRICING**

A. AGREEMENT RATES: The hourly rate schedule stated in Exhibit A shall remain fixed for a period of twelve (12) months following the date of this Agreement.

B. Price adjustments during the subsequent years of this Agreement's term, if any, will be allowed upon the anniversary date of this agreement, but shall not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request for price adjustment. This request will become effective thirty (30) calendar days from the date the written notice was received by the CITY from the CONSULTANT and for all specific authorizations assigned after the effective date (thirty (30) calendar days from the CITY receipt of request). The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

C. SPECIFIC AUTHORIZATION #1: The total not-to-exceed cost for Specific Authorization #1, Tasks 1 through 10 (Exhibit B), in accordance with this Agreement's hourly rate schedule (Exhibit A), is SEVENTY-NINE THOUSAND NINE HUNDRED THIRTY-SEVEN AND 50/100 (\$79,937.50), which is inclusive of all expenses to complete Tasks 1 through 10.

D. FUTURE SPECIFIC AUTHORIZATIONS: Specific authorizations will be individually negotiated based on the then current hourly rate schedule (Exhibit A) and scope of services. Authorization and award of all future specific authorizations must be made by the appropriate award authority.

**ARTICLE 9. – PAYMENT TERMS**

CITY shall make monthly payments for Specific Authorization #1 based on the CONSULTANT’S 100% completed task for the invoice period, CITY’s approval of deliverables for each task and in accordance with this deliverable and payment schedule. The CITY will not compensate based on percentage of task or services completed unless the percentage is specifically stated below as being allowed for a milestone payment.

<b>Task</b>	<b>Task Description and Deliverables</b>	<b>Fee (Not to Exceed-NTE or Lump Sum-LS)</b>	<b>Task Total</b>
1	Existing Data Review Deliverable: Tabular Data Summary Log	NTE	\$11,700.00
2	Kick-off and Initial Project Coordination Meeting Deliverable: Kickoff Meeting Summary Notes	NTE	\$ 4,535.50
3	Site Evaluation Deliverable: Site Evaluation Field Notes	NTE	\$ 4,455.50
4	Alternatives Analysis Deliverable: Alternatives Analysis Summary Memo	NTE	\$ 9,030.00
5	Environmental and Regulatory Considerations Deliverable: Environmental and Regulatory Considerations Summary Memo	NTE	\$ 3,655.00
6	Seawall Replacement Forecasting Deliverable: Seawall Replacement Forecasting Analysis Memo	NTE	\$13,990.00
7	Cost Analysis Deliverable: Cost Analysis Summary Memo	NTE	\$ 8,580.00
8	Draft Report Deliverable: Draft Seawall Study Report	NTE	\$ 6,640.00
9	Stakeholder Coordination/City Council Presentation Deliverable: Stakeholder workshop PowerPoint Presentation and graphics and City Council Presentation	NTE	\$ 9,151.50
10	Final Seawall Study Deliverable: Final Seawall Report	NTE	\$ 6,200.00
<b>EXTENDED TOTAL – TASK 1 THROUGH 10</b>			<b>\$79,937.50</b>

Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of “laches” as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

**ARTICLE 10. – WARRANTY/GUARANTEES**

A. COVENANT AGAINST GRATUITIES: CONSULTANT warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONSULTANT, or any agent or representative of CONSULTANT, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination

concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONSULTANT as it may pursue in the event of CONSULTANT's default.

#### **ARTICLE 11. - CHANGE ORDER TO CONTRACT**

A. All requests for changes to the this Agreement will be made in writing and are subject to written acceptance by the appropriate level of CITY authority.

B. The following are the Change Order Authority Levels for the CITY.

1. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total Agreement price with a maximum cap of fifty thousand dollars (\$50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the Agreement amount.

2. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.

3. City Council - the City Council shall approve change orders for Agreement exemption that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).

C. The CONSULTANT fully understands the CITY's Change Order Policy. In the event the CONSULTANT begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

#### **ARTICLE 12. - INSURANCE REQUIREMENTS**

The CONSULTANT, before commencing any work, must provide insurance and furnish the City with a Certificate of Insurance for **themselves and all SUBCONSULTANTS** as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY). ENDORSEMENT DOCUMENTATION MUST BE PROVIDED.
- A CITY Division, Department or individual name shall NOT appear on the Certificate.
- THE CITY MUST BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda  
326 W. Marion Avenue  
Punta Gorda, Florida 33950

#### **NO OTHER FORMAT WILL BE ACCEPTABLE.**

- GENERALLY REQUIRED COVERAGE INCLUDES:
  - COMMERCIAL GENERAL LIABILITY - Not less than \$500,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent CONSULTANTS and products and/or completed operations, broad form property damage.
  - Business Auto Policy - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
  - Professional Liability - Not less than \$1,000,000 Per Claim
  - Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of \$100,000.00 for each accident.
    - Workers Compensation Exemption Granted by the State of Florida Construction and Non-Construction –CONSULTANT meeting the State's requirements for Construction or Non-

Construction (Non-Construction for Corporations and LLC) exemption must hold a current Exemption Certificate issued by the State of Florida for the term of this Agreement.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONSULTANT must provide notice to CITY at any time CONSULTANT becomes aware of any cancellation or material change in the above insurance policies.

### **ARTICLE 13. - CONSULTANT'S REPRESENTATIONS**

A. In order to induce CITY to enter into this Agreement, CONSULTANT makes the following representations:

1. BUSINESS/CORPORATION must hold and maintain a current State of Florida CERTIFICATE OF AUTHORIZATION. INDIVIDUAL must hold a current PROFESSIONAL ENGINEER license (PE).
2. CONSULTANT must hold and maintain current Business Tax Receipt for CONSULTANT's locality for the term of this Agreement. CONSULTANT must hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this Agreement IF their business is physically located within the city limits.
3. Team engineers proposed to provide services for this Agreement must hold current a State of Florida PROFESSIONAL ENGINEER license (PE).
4. CONSULTANT has familiarized themselves with the nature and extent of this Agreement, Work, Locality with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
5. CONSULTANT has given the PROCUREMENT OFFICE written notice of all conflicts, errors or discrepancies that they have discovered in this Agreement and the written resolution thereof by PROCUREMENT OFFICE is acceptable to CONSULTANT.
6. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT must be solely responsible to correct or revise any errors, omissions, or other deficiencies in its designs, drawings, reports or other services as discovered by the CITY in their work and deliverables, which shall include any errors, omissions, or other deficiencies in its designs, drawings, reports or other services discovered during construction. The CONSULTANT must, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. CONSULTANT must be responsible for compensating the CITY for any and all additional construction costs resulting from CONSULTANT's errors, omissions, or other deficiencies in its designs, drawings, reports or other services.
7. Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the CONSULTANT must provide a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of executing this Agreement. The CONSULTANT agrees the original agreement price and any additions will be adjusted to exclude any significant sums by which the CITY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the end of this Agreement. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.
8. EQUAL EMPLOYMENT OPPORTUNITY. CONSULTANT shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.
9. CONTRACT WORK HOURS/SAFETY STANDARDS ACT. CONSULTANT shall be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).
10. SAFETY COMPLIANCE. It is the CONSULTANT'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work for the City. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.
11. SUB CONSULTANTS. The CITY reserves the right to accept the use of a sub CONSULTANT or to reject the selection of a particular sub CONSULTANT and to inspect all facilities of any sub CONSULTANT in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this Agreement.
12. COMPETENT PERSONNEL. CONSULTANT agrees that all services shall be performed by qualified and licensed personnel as may be required by law. The standard of care for all professional engineering and related

services performed or furnished by CONSULTANT under this scope or future scope of work will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

13. The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

#### **ARTICLE 14. – INDEMNIFICATION / LIMITS OF LIABILITY**

A. INDEMNIFICATION/HOLD HARMLESS. CONSULTANT shall indemnify and hold the City, its officers and employees, harmless from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by the elected firm in the performance of this Agreement.

B. LIMITATION OF LIABILITY. For all claims against the CONSULTANT under any individual purchase order, and regardless of the basis on which the claim is made, the CONSULTANT's liability under this Agreement for direct damages shall be limited to the greater of \$25,000, or the dollar amount of the purchase order, or two times the charges rendered by the CONSULTANT under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONSULTANT to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONSULTANT, retain such monies from amounts due the CONSULTANT as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONSULTANT or its affiliates to the CITY against any payments due the CONSULTANT under any contract with the CITY.

#### **ARTICLE 15. - MISCELLANEOUS**

##### **A. PUBLIC RECORDS COMPLIANCE/MANAGEMENT**

1. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONSULTANT agrees to comply with all public records laws, specifically to:
  - a. Keep and maintain public records required by the CITY to perform the service.
    - i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. ([See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/](http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/)).
    - ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subCONSULTANT invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
  - b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONSULTANT does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
  - c. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the CONSULTANT does not transfer the records to CITY.

- d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT **or** keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A CONSULTANT who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

CONSULTANT identified in their Submittal Package to this Solicitation the following option elected for the management of public records upon final completion of the project:

CONSULTANT elects to submit ALL documentation related to this Agreement, inclusive of sub-contracts, in electronic format, which is acceptable to the City, to the CONTRACT ADMINISTRATOR. Final payment will not be processed without the CITY's receipt of all documentation.

CONSULTANT elects to assume the responsibility to manage and retain ALL documentation related to this Agreement in full accordance with Chapter 119 State Statute and the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>)

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, [PGPURCH@CityofPuntaGordaFL.com](mailto:PGPURCH@CityofPuntaGordaFL.com) , OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.**

B. CITY'S RIGHT TO AUDIT. The CITY reserves the right to audit the CONSULTANT's records throughout the term of this Agreement and in accordance with Public Records requirement established for the retention period.

C. AUDIT DISALLOWANCES. If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY will notify the CONSULTANT in writing of the disallowance. CITY will also state the means of correction, which may include, but shall not be limited to, adjustment of any future claim/invoice submitted by the CONSULTANT by the amount of the disallowance, or to require repayment of the disallowed amount by the CONSULTANT.

D. SETTLEMENT OF DISPUTES

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by this Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONSULTANT. The decision of the CONTRACT MANAGER, issued in writing, will be the final decision of the CITY.

2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

E. OWNERSHIP OF WORK PRODUCT - All original sketches, tracings, drawings, computations, details, design calculations and other documents and plans that result from the CONSULTANT's services, under this Agreement are and become the property of the CITY.

F. REUSE OF DOCUMENTS - All documents, including drawings and specifications, prepared by the CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project. They are not intended for, or represented to be suitable for reuse by the CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the CONSULTANT for the specific purposes intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT. To the extent permitted by law, CITY shall indemnify and hold the CONSULTANT harmless from all claims, damages, losses and expenses including all attorneys' fees trials or appeals arising



out of or resulting from any reuse. Any such verification or adaptation for use on extensions of this project or any other Project will entitle the CONSULTANT to further compensation at rates agreed upon by CITY and the CONSULTANT.

G. RELATIONSHIP WITH OTHER CONSULTANTS - Where other consultants are assigned to this project by the CITY, the CONSULTANT is authorized to work directly with said consultants, as required, to perform the service(s) outlined in the Scope of Services.

H. ADDITIONAL CONSULTANTS - The CONSULTANT must obtain separate authorization from the REPRESENTATIVE before obtaining any required sub consultants other than those required to perform the Basic Services and/or additional Services as outlined in the Scope of Services.

I. DELIVERABLES: CONSULTANT must furnish all deliverables to the REPRESENTATIVE in accordance with negotiated Specific Authorizations.

J. LEGAL AND REGULATORY COMPLIANCE. CONSULTANT must perform all services and prepare all documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards.

K. AGENCY POWER FOR PERMITS - The CONSULTANT'S personnel assigned to the Project are authorized by the CITY to serve as its Agent in making application for permits.

L. INDEPENDENT CONSULTANT. CONSULTANT must perform the services under this Agreement as an independent CONSULTANT and not as an employee, or, unless otherwise specifically stated herein, as an agent of the CITY.

M. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

N. JURISDICTION AND VENUE. This Agreement shall be governed in accordance with the laws of the State of Florida, and the parties hereto agree that venue will be Charlotte County, Florida.

O. ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

P. CITY and CONSULTANT each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Q. The CITY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

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IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of this Agreement have been acknowledged by CONSULTANT and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONSULTANT.

**CONSULTANT– TAYLOR ENGINEERING, INC.**

\_\_\_\_\_  
Witness

Address for giving Notices:  
10199 Southside Blvd., Ste 310  
Jacksonville, FL 32256

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PUNTA GORDA**

\_\_\_\_\_  
Witness

Address for giving Notices:  
Procurement Office  
326 W. Marion Avenue  
Punta Gorda, FL 33950

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

FIRM	Taylor Engineering, Inc.		
POSITION	JOB DESCRIPTION	STAFF NAME(S) FOR POSITION	PROPOSED HOURLY RATE
Principal	The Principal-in-Charge is a Registered Professional Engineer who holds full project responsibility and authority to represent the firm. It is his responsibility to assure that all necessary corporate and staff resources are available. The authority of the Principal-in-Charge, combined with an extensive understanding of the work to be performed, provides the project team and staff with strong leadership, technical direction and expert supervisory guidance of all work undertaken by the firm. The Principal is ultimately responsible and accountable to provide excellence in Customer Service and Quality for all company work performed. Duties include management and oversight of all personnel, projects, production control, budgeting, task scheduling, coordination, and review.	Jim Marino, Jon Armbruster	\$ 215.00
Senior Project Manager	When warranted, a Senior Project Manager is assigned to projects of broad scope and impact. This position may be allowed when the City requires a principal to provide services due to expertise and knowledge. This position may oversee less senior project managers or solely assume the role and responsibility of the Project Manager.	Cliff Truitt; Hugh Verkerk	\$ 190.00
Project Manager	A project manager is the person responsible for accomplishing the stated project objectives. Key project management responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the triple constraint for projects, which are cost, time, and quality (also known as scope). A project manager is the client representative and has to determine and implement the exact needs of the client, based on knowledge of the firm they are representing. The ability to adapt to the various internal procedures of the contracting party, and to form close links with the nominated representatives, is essential in ensuring that the key issues of cost, time, quality and above all, client satisfaction, can be realized.	Jenna Phillips	\$ 130.00
Senior Engineer/Engineer of Record	A Licensed Professional Engineer who leads the design of the project. They work closely with the Project Manager to ensure the needs of the client are being met along with ensuring the product design meets the standard of care required for the design of the project and are in accordance with current codes and rules. This job may have varying degrees of supervisory responsibility at the project or task levels. May plan, schedule, coordinate and oversee the work of task leads or lower-level engineers or technicians who assist with particular projects.	Keith Knight, Lori Brownell, Angela Schedel, Bill Miller	\$ 175.00
Engineer	A Licensed Professional Engineer is responsible for a particular technical aspect of the project and is the person who usually does the layout or calculations for the Senior Engineer or Project Manager. The Engineer works under the Project Manager of the Senior Engineer. Depending on the size of the project or the firm, the Project Engineer may also produce the CAD/D plans.	Matt Trammell	\$ 150.00
Associate Engineer	A Licensed Professional Engineer Responsible for performing routine engineering work and for occasionally handling minor engineering projects; also assists in various phases of major projects.	R. Mitch Doll, Duncan Greer	\$ 115.00
Engineering Intern (Registered EI)	Registered Engineering Intern using established procedures and working under immediate supervision, performs assigned tasks. Work is routine and instructions are usually detailed.	Omar Lopez, Jonathan Brumfield, Yehya Siddiqui	\$ 105.00
Designer	The design engineer takes care of the inner workings/engineering of a design and works under the direction of a Senior Designer, Senior Engineer or Project Manager	Morgan Smith, Narda Mendez-Rodriguez	\$ 95.00
Environmental Scientist	An Environmental Scientist is a scientist who has a minimum of a BS Degree in Environmental Science or equivalent, who works regulatory entities to ensure projects do not violate Local, State or Federal Regulations or cause adverse environmental impacts.	Kiersten Masse, Austin Cannon	\$ 115.00

FIRM	Taylor Engineering, Inc.		
POSITION	JOB DESCRIPTION	STAFF NAME(S) FOR POSITION	PROPOSED HOURLY RATE
Environmental Permitting Specialist/Coordinator	The Environmental Specialist is a technical expert with specific competence in the support of civil engineering, public infrastructure, and land development projects. He must have credibility and professional regard as a scientist with counterparts in federal, state, and local environmental regulatory and compliance agencies. He must be skilled in field applications of wetland science as well as issues pertaining to protected and endangered species and their habitats. The Environmental Specialist is responsible for performing scientifically valid wetland delineations and environmental field surveys for species and habitats, to include proper documentation and reporting. He must then properly and successfully negotiate the associated agency permitting, to include development and implementation of environmental mitigation plans as required in support of the engineering project work.	Chris Ellis	\$ 140.00
Senior CADD Technician	Uses CADD software to produce neat, legible construction documents that meet company quality control standards. Primarily functions as drafting lead or task lead on simple projects or as a sub-lead on large, complex projects.	Anton Flewelling, Cathy Shell, Rebecca Johnson	\$ 125.00
CADD Technician	The CADD Technician also works under the engineering staff, but requires more direction than the more experienced Senior CAD/D Technican. The CADD Technician produces the CADD plans, but the engineering staff usually must give the CAD/D explicit direction or mark-ups to go by.		\$ 75.00
Ecologist	Certified Ecologist. Ecologists are scientists who study the environment. Using knowledge of a variety of scientific disciplines, ecologists may collect, examine, and report information on the quality of soil, food, air, and water. Some typical tasks of ecologists include conducting field research, which comprises scientific processes to collect soil, plant, water, or animal samples; protect ecosystems and native wildlife; examine animals over a long period of time and observe characteristics such as the animals' life history patterns, population numbers, diet, behavior, and habitat use; analyze laboratory data; prepare written reports; monitor animal population; may supervise work of technicians and technologists; and advise clients.	David Stites	\$ 175.00
Professional Geologist	The geologist is an expert in "earth processes." The geologist prepares reports and summarizes the field work of others; sometimes, though, the geologist is a field worker, setting up sampling equipment, taking samples, interpreting the data gleaned from that sampling and measuring, and preparing the reports and synopses of the geologist's own field work. These samples might range from a simple soil test to a test of sample cores taken from project areas.	Bill Aley	\$ 135.00
GIS Consultant	GIS consultants work with cartography or surveying. Consultants are responsible for helping to create reports and presentations for companies while maintaining, operating, and repairing GIS map modeling programs.	Pat Lawson	\$ 135.00
Professional Administration	Provide complete administrative support to a department, group, or similar organizational unit.	Jamie Gregory	\$ 70.00
Clerical/Support staff	Personnel whose primary job is the engagement in office work.	Sandra McLaren, Katilynn Deen	\$ 55.00

#### DIRECT EXPENSE REIMBURSEMENT SCHEDULE

Following is the City's schedule for compensating for reimbursable expenses:

- Mileage – reimbursable up to \$0.405 per mile, or the current City of Punta Gorda mileage reimbursement rate for City approved travel outside of Charlotte, Lee, Sarasota and Desoto counties.
- Airfare - reimbursable at Coach actual cost and up to 5% for administrative costs.
- Meals – reimbursable as follows: breakfast \$6.00, lunch \$10.00 and dinner \$20.00.
- Subcontractors, copying, postage and miscellaneous expenses: actual cost and up to 5% for administrative costs.
- Local Lodging – reimbursable for the current rate at a hotel within the City of Punta Gorda.
- Direct costs are reimbursable at the consultant's cost. Indirect costs are NOT reimbursable and is defined as, but not limited to, the use of communication equipment, computers, copiers and all other equipment required to perform services



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**EXHIBIT B****AGREEMENT U2018101/ENG-SEAWALLALTMAT/1819****SPECIFIC AUTHORIZATION #1****Initial Study – Seawall Panel Alternative Materials and Methods**

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**Introduction**

The City of Punta Gorda has an experienced team of staff and community stakeholders that currently manage the canal maintenance program for the Burnt Store Isles (BSI) and the Punta Gorda Isles (PGI) Canal Maintenance Assessment Districts. Together these two districts include 109 miles of seawalls. The goal of this study is to streamline seawall maintenance and management through transfer of engineering knowledge and guidelines regarding seawall materials and construction methods.

**Scope of Work****Task 1 – Existing Data Review**

Taylor Engineering will receive and review available City-provided data, including but not limited to:

- GIS seawall inventory and maintenance records as available from 2010 – 2017
- Relevant seawall permits
- Consolidated unit cost information for City's concrete panel fabrication operation inclusive of all labor, materials, benefits, and overhead costs
- Unit price installation costs from past replacement projects

For the seawalls within the BSI and PGI Canal Maintenance Assessment Districts, Taylor Engineering will review the available information to better understand the existing wall conditions. We will compile the data and documentation gathered by the City in tabular and GIS formats. From review of the City-provided data, Taylor Engineering staff will prepare a matrix outline for those portions of seawalls which have been a) recently replaced, b) recently repaired, c) are in critical condition needing replacement or rehabilitation, and d) are in unknown condition. Taylor Engineering will catalog the data received and summarize the operational approach currently used by the City.

At the conclusion of this Task, Taylor Engineering will provide a tabular summary log of the available and reviewed data.

**Task 2 – Kick-off and Initial Project Coordination Meeting**

Taylor Engineering will meet with the staff as part of an initial kick-off meeting to discuss the scope, project schedule and milestones for completing the seawall study. The intent of this meeting is to establish clear lines of communication, prioritize the City's objectives, and develop a work plan for conducting a subsequent informal site evaluation. During this meeting, Taylor Engineering will gain a more detailed understanding of the City's current maintenance operations, typical construction materials and installation techniques. Following this meeting discussion, we will prepare and submit notes to summarize the meeting.

A decorative wave graphic at the bottom of the page, consisting of a green wave on top and a blue wave on the bottom, mirroring the Taylor Engineering logo.

**Task 3 – Site Evaluation**

Upon completion of Task 1 and in consultation with City staff, Taylor Engineering will identify potential priority seawall locations in each of the 3 categories identified (recently replaced, recently repaired, critical condition). Taylor Engineering staff will participate in a one day City-guided tour of the area by water (via City boat) and on the upland to conduct a general visual field investigation of the vicinity and to become familiar with the typical existing condition of the seawalls, lot availability, waterway access, and typical operations at active/ongoing projects (if any). We will evaluate specific site locations deemed critical by City staff and document the observed condition of those walls for reference during the seawall study and subsequent analyses. During this site visit, we will field verify and spot-check data and collect photo documentation to support the study.

This task will not include detailed inspections of the seawalls. Unless approved via separate authorization, Taylor Engineering will not conduct independent inspections or evaluation of the seawall structures. Rather, the study will rely on City-provided data and inspection records.

At the conclusion of this task, Taylor Engineering will prepare and submit a site evaluation field notes to summarize the task's findings.

**Task 4 – Alternatives Analysis**

Under this task, we will perform an alternatives analysis to identify appropriate available seawall panel materials and installation technologies for seawall repair, replacement, and rehabilitation. This analysis will include a full range of materials, including but not limited to: timber, concrete, steel, vinyl, composite, aluminum, and block/stone. We will also evaluate anchoring solutions such as concrete deadmen, sheet pile deadmen, vertical pile anchor deadmen, soldier piles, helical anchors, and grouted soil anchors. We will evaluate rehabilitation technologies to include cementitious and polymeric grout injection. We will characterize the required site conditions favorable or necessary for each alternative. In addition, we will also consider alternative and complementary approaches to seawall and bulkhead stabilization; these approaches may include living shorelines, riprap revetments, toe stone, articulated mats, gabions, and geotextile/geogrid stabilizations. We will review these installation methodologies and identify specific site condition and design criteria for which these alternatives are most viable.

For each alternative evaluated, Taylor Engineering will identify the advantages, disadvantages, site condition requirements, installation techniques, access requirements, and construction equipment requirements. Under this task, we will consider the presence of private docks and surrounding infrastructure. We will compare these alternatives to the City's current maintenance operation and identify potential opportunities for improvement. The comparative operational analysis will include a review of existing versus potential alternative staging areas, installation means and methods, maintenance record logging, inspection and data collection procedures, and seawall panel materials.

Taylor Engineering will prepare and submit summary memo to outline the results of the alternative analysis.

**Task 5 – Environmental and Regulatory Considerations**

Taylor Engineering's environmental staff will summarize potential environmental and regulatory considerations for option sets (grouped by similarity) based on site conditions, construction means, and existing available construction/waterway access. In particular, we will describe typical environmental and regulatory/permit criteria associated with each option set. Where applicable, we will identify potential



permit vehicles—to include approaches that may be exempt from or qualify for de minimis permitting.

Taylor Engineering will prepare and submit a memo or tabular of environmental and regulatory considerations.

#### **Task 6 – Seawall Replacement Forecasting**

Using the City-provided GIS data, we will evaluate the development of a seawall replacement forecast to assess reliability for predicting future seawall replacement requirements and inform City budgeting and planning efforts. Taylor Engineering will leverage the City’s available information to consider and develop an analysis to evaluate, predict, and visualize repair and replacement requirements. Such a forecasting analysis should help define the typical longevity for existing seawalls and identify potential trigger points for action.

At the conclusion of this task, Taylor Engineering will prepare and submit a memo to discuss the viability of the forecasting analysis. Assuming a successful analytical result, the memo will present findings including an assessment of likely future replacement interval requirements and a discussion regarding whether the forecasting analysis suggests trigger points for changes in the replacement material types or methods. The memo will also identify any uncertainties in the analysis and make recommendation on how the City’s GIS records may be applied and augmented to develop a more robust seawall replacement forecasting and regression tool. If desired, the development of such a tool may become an option for future authorizations.

#### **Task 7 – Cost Analysis**

Taylor Engineering will prepare an opinion of probable construction unit cost for preferred alternatives identified under Task 4. Using City-provided unit cost information for its current approaches to seawall maintenance, Taylor Engineering will develop a cost-comparison model to identify differences in cost structures. We will review the existing average annual operation budget for inspections, repair, and replacement of bulkheads to establish an existing baseline budget, and for comparison, we will develop alternate cost scenario(s) for City consideration.

Taylor Engineering will prepare and submit a memo describing the completed cost analysis.

#### **Task 8 – Draft Report**

Taylor Engineering will incorporate City comments on deliverables for Tasks 1-7. We will combine the summary results of these tasks to prepare a draft summary report and collate the results from each task described above.

Taylor Engineering will submit a draft report in digital PDF format for City staff review. This report will serve as the basis for additional stakeholder coordination activities (Task 9) and as the foundation for development of the final report.

#### **Task 9 – Stakeholder Coordination/City Council Presentation**

Taylor Engineering will work with City staff to arrange a two public stakeholder workshops (one for each Canal Maintenance Assessment District) to review the draft seawall study results. We will prepare a PowerPoint presentation in advance of the workshops and provide a draft of the presentation to the City for review and comment. Upon receipt of City comments, we will update and finalize the presentation. The purpose of this outreach effort will be to assist the City in facilitating open project communication, provide



details regarding study results, and invite public feedback for use in refining the study. In preparation for public workshops, we will prepare graphics and a presentation as necessary to articulate project goals and initial finding. Following the meeting, we will collate the public comments and feedback.

Following the public stakeholder outreach workshop, and at the request of City staff, we will also prepare for and present the results of the seawall study to City Council.

#### **Task 10 – Final Seawall Study**

After stakeholder coordination meetings and following City Council approval and feedback, we will update and finalize the seawall study to identify the preferred alternative approach. With the preferred alternative identified, Taylor Engineering will review and provide recommendations for future updates to the Seawall Design/Construction Standards documents. We will submit the final report to the City for final review. Taylor Engineering staff will participate in a final project closeout meeting to review the deliverables under this task, obtain City feedback, and begin planning for future authorizations. Upon receipt of any remaining comments, Taylor Engineering will update the deliverables package for final submittal in both digital and hardcopy forms.

Taylor Engineering will remain available to make agreed-upon changes to the City Seawall Design/Construction standard if requested by the City through a future specific authorization.

#### **Deliverables**

- Task 1:** Tabular Data Summary Log
- Task 2:** Kickoff Meeting Summary Notes
- Task 3:** Site Evaluation Field Notes
- Task 4:** Alternatives Analysis Summary Memo
- Task 5:** Environmental and Regulatory Considerations Summary Memo
- Task 6:** Seawall Replacement Forecasting Analysis Memo
- Task 7:** Cost Analysis Summary Memo
- Task 8:** Draft Seawall Study Report
- Task 9:** Stakeholder workshop PowerPoint presentation and graphics and City Council presentation
- Task 10:** Final Seawall Study Report

#### **Schedule**

Attachment 1 provides the project schedule in Gantt chart format.

#### **Fees**

Attachment 2 provides a summary of Task-by-Task project fees.





## **Attachment 1 – Project Schedule**

## Seawall Panel Alternative Materials and Methods U2018101/ENG-SEAWALLALTMAT/1819

ID	Task Name	Duration	Start	Finish	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19		
1	Project Duration	140 days	Mon 5/6/19	Wed 11/20/19		Project Duration 140 days									
2	Notice to Proceed	0 days	Mon 5/6/19	Mon 5/6/19		5/6									
3	Task 1 – Existing Data Review	30 days	Mon 5/6/19	Mon 6/17/19		Task 1									
4	Task 2 – Kick-off and Initial Project Coordination Meeting	5 days	Mon 5/6/19	Fri 5/10/19		Task 2									
5	Task 3 – Site Evaluation	5 days	Mon 5/13/19	Fri 5/17/19		Task 3									
6	Task 4 - Alternative Analysis	30 days	Mon 5/20/19	Mon 7/1/19		Task 4									
7	Task 5 – Environmental and Regulatory Considerations	10 days	Tue 7/2/19	Tue 7/16/19			Task 5								
8	Task 6 – Seawall Replacement Forecasting	20 days	Wed 7/17/19	Tue 8/13/19			Task 6								
9	Task 7 - Cost Analysis	20 days	Wed 8/14/19	Wed 9/11/19				Task 7							
10	Task 8 – Draft Report	15 days	Thu 9/12/19	Wed 10/2/19					Task 8						
11	Task 9 – Stakeholder Coordination/City Council Presentation	20 days	Thu 10/3/19	Wed 10/30/19						Task 9					
12	Task 10 – Final Seawall Study	15 days	Thu 10/31/19	Wed 11/20/19							Task 10				

Project durations are working days NOT calendar days.



## **Attachment 2 – Fee Summary**



**TAYLOR ENGINEERING, INC.  
COST SUMMARY BY TASK**

Taylor Engineering will perform the work outline above for a fixed fee of \$79,937.50

**TASK 1: Existing Data Review**

<i>Labor</i>	Hours	Hourly Rate	Cost	Task Totals
Project Manager	6.0	130.00	780.00	
Engineering Intern (Registered EI)	32.0	105.00	3,360.00	
GIS Consultant	56.0	135.00	7,560.00	
Total Labor Hours	94.0			
Labor Cost				<u>11,700.00</u>
<i>Total Task 1</i>				<u>11,700.00</u>

**TASK 2: Kick-off and Initial Project Coordination Meeting**

<i>Labor</i>	Hours	Hourly Rate	Cost	Task Totals
Principal	1.0	215.00	215.00	
Project Manager	20.0	130.00	2,600.00	
Engineering Intern (Registered EI)	16.0	105.00	1,680.00	
Total Labor Hours	37.0			
Labor Cost				4,495.00
<i>Non-Labor</i>	Units	Unit Rate	Cost	
Mileage	100.0	0.405	40.50	
Total Non-Labor Cost				<u>40.50</u>
<i>Total Task 2</i>				<u>4,535.50</u>



## TASK 3: Site Evaluation

<i>Labor</i>	Hours	Hourly Rate	Cost	Task Totals
Principal	1.0	215.00	215.00	
Project Manager	16.0	130.00	2,080.00	
Engineering Intern (Registered EI)	20.0	105.00	2,100.00	
Total Labor Hours	37.0			
Labor Cost				4,395.00
<i>Non-Labor</i>	Units	Unit Rate	Cost	
Mileage	100.0	0.405	40.50	
Lunch	2.0	10.0	20.00	
Total Non-Labor Cost				60.50
<i>Total Task 3</i>				\$ 4,455.50

## TASK 4: Alternatives Analysis

<i>Labor</i>	Hours	Hourly Rate	Cost	Task Totals
Principal	2.0	215.00	430.00	
Senior Project Manager	2.0	190.00	380.00	
Project Manager	18.0	130.00	2,340.00	
Engineering Intern (Registered EI)	56.0	105.00	5,880.00	
Total Labor Hours	78.0			
Labor Cost				9,030.00
<i>Total Task 4</i>				\$ 9,030.00

## TASK 5: Environmental and Regulatory Considerations

<i>Labor</i>	Hours	Hourly Rate	Cost	Task Totals
Principal	1.0	215.00	215.00	
Project Manager	4.0	130.00	520.00	
Engineering Intern (Registered EI)	12.0	105.00	1,260.00	
Environmental Scientist	12.0	115.00	1,380.00	
Environmental Permitting Specialist/ Coordinator	2.0	140.00	280.00	
Total Labor Hours	31.0			
Labor Cost				3,655.00
<i>Total Task 5</i>				\$ 3,655.00



## TASK 6: Seawall Replacement Forecasting

<i>Labor</i>	Hours	Hourly Rate	Cost	Task Totals
Principal	2.0	215.00	430.00	
Project Manager	12.0	130.00	1,560.00	
Engineering Intern (Registered EI)	32.0	105.00	3,360.00	
GIS Consultant	64.0	135.00	8,640.00	
Total Labor Hours	110.0			
Labor Cost				13,990.00
<i>Total Task 6</i>				\$ 13,990.00

## TASK 7: Cost Analysis

<i>Labor</i>	Hours	Hourly Rate	Cost	Task Totals
Principal	2.0	215.00	430.00	
Senior Project Manager	1.0	190.00	190.00	
Project Manager	16.0	130.00	2,080.00	
Engineering Intern (Registered EI)	56.0	105.00	5,880.00	
Total Labor Hours	75.0			
Labor Cost				8,580.00
<i>Total Task 7</i>				\$ 8,580.00

## TASK 8: Draft Report

<i>Labor</i>	Hours	Hourly Rate	Cost	Task Totals
Principal	2.0	215.00	430.00	
Senior Project Manager	3.0	190.00	570.00	
Project Manager	28.0	130.00	3,640.00	
Engineering Intern (Registered EI)	32.0	105.00	3,360.00	
GIS Consultant	4.0	135.00	540.00	
Total Labor Hours	69.0			
Labor Cost				8,540.00
<i>Non-Labor</i>				
Reproductions and Delivery	1.0	100.0	100.00	
Total Non-Labor Cost				100.00
<i>Total Task 8</i>				\$ 8,640.00



## TASK 9: Stakeholder Coordination/City Council Presentation

<i>Labor</i>	Hours	Hourly Rate	Cost	Task Totals
Principal	10.0	215.00	2,150.00	
Project Manager	26.0	130.00	3,380.00	
Engineering Intern (Registered EI)	32.0	105.00	3,360.00	
Professional Administration	2.0	70.00	140.00	
Total Labor Hours	70.0			
Labor Cost				9,030.00
<i>Non-Labor</i>	Units	Unit Rate	Cost	
Mileage (3x100)	300.0	0.405	121.50	
Total Non-Labor Cost				121.50
<i>Total Task 9</i>				\$ 9,151.50

## TASK 10: Final Seawall Study and Seawall Design/Construction Standards

<i>Labor</i>	Hours	Hourly Rate	Cost	Task Totals
Principal	4.0	215.00	860.00	
Senior Project Manager	2.0	190.00	380.00	
Project Manager	18.0	130.00	2,340.00	
Engineering Intern (Registered EI)	24.0	105.00	2,520.00	
Total Labor Hours	48.0			
Labor Cost				6,100.00
<i>Non-Labor</i>	Units	Unit Rate	Cost	
Reproductions and Delivery	1.0	100.0	100.00	
Total Non-Labor Cost				100.00
<i>Total Task 10</i>				\$ 6,200.00

**Project Total \$ 79,937.50**