

CITY OF KEY WEST

MASTER AGREEMENT TO FURNISH  
DESIGN, PERMITTING AND CONSTRUCTION  
MANAGEMENT CONSULTING SERVICES  
TO THE CITY OF KEY WEST

for

Design of Tarpon Pier Replacement  
For City Marina at Garrison Bight

PROJECT NO. EN 11-002

July 2011

Consulting Engineering Firm:

\_\_\_\_\_  
\_\_\_\_\_

# Master Agreement to Furnish Design, Permitting and Construction Management Consulting Services to the City of Key West.

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This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, between the City of Key West, a municipal corporation of the State of Florida, whose address is 525 Angela Street, Key West, Florida 33040, hereafter referred to as the "CITY" and \_\_\_\_\_. \_\_\_\_\_, a \_\_\_\_\_ Florida corporation, whose address is \_\_\_\_\_, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

## Article 1. Scope of Services

The CONSULTANT's primary responsibilities include but are not limited to providing consulting, professional and construction services relating to the city's professional engineering, construction, economics, planning, specialty consulting and any other lawful professional engineering or other consulting services which the CONSULTANT is qualified to provide and which the CITY authorizes the CONSULTANT to undertake in connection with the CITY's present and planned activities in the areas identified below. The specific services, which the CONSULTANT agrees to furnish are set forth as follows:

- 1.1 Provide bid documents and specifications for construction improvements on a city funded pier replacement project. This work is for the replacement of Tapon Pier located at City Marina, as described in Attachment B.
- 1.2 Provide comprehensive full-scale engineering, design, surveying, permit preparation, preparing contract specifications, chairing community meetings, construction documents and assisting the CITY with technical review and ranking of the same to attain qualified contractors for work, construction administration and owner project representation services relating to new construction, permit modification, and construction improvements on a city funded project.

CONSULTANT shall provide the above-mentioned Scope of Services as tasked by the CITY for the project specifically identified in RFQ No. 11-002 / Project No. EN 11002 and any other tasks as assigned under this scope and CONSULTANT's response dated 18 May 2011.

## Article 2. Compensation

Type of compensation methods which shall be used to pay for the CONSULTANT's services are limited to the following:

- A. Hourly Per Diem Rates are provided in Attachment A to this Agreement. Per Diem Rates are those hourly rates charged for work performed on the PROJECT by Consultant's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses.

- B. A budgetary amount to include reimbursable expenses and direct expenses shall be established as \_\_\_\_\_. This budgetary amount shall not be exceeded, unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and shall keep CITY informed of progress toward that end so that the budget or work effort can be adjusted, if found necessary.
- C. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
- D. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase shall be allowable to the same extent as if such costs had been incurred after the approved increase.
- E. Subject to budgetary limitation contained in Article 2.B. above, the CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the CONSULTANT. Direct expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: 1) the costs of express courier charges, mail, supplies and field equipment incurred directly for the PROJECT, printing and reproduction of drawings, documents, and other material, laboratory tests and analyses, and subcontracts and other outside services; and 2) special health and safety requirements of OSHA and telecommunication services; and 3) the costs of travel, including the use of CONSULTANT's vehicles, subsistence, lodging and related expenses of personnel while traveling in connection with the PROJECT, in accordance with CITY policy and Florida Statute FS 112.061. Required Documentation: All requests for travel reimbursement must provide enough detail to clearly indicate the reason(s) for travel, date(s) of travel, exact time(s) of travel, and mode(s) of travel. If travel is by privately owned vehicle, exact mileage traveled with odometer readings must be submitted. All receipts for which reimbursement is requested are subject to Florida Statute rates applicable at the time of travel. CONSULTANT is obligated to minimize all expenses incurred in the execution of this AGREEMENT.
- F. All reimbursement requested must be supported by a receipt except where a receipt could not be obtained such as an unattended toll booth or parking meters. In those situations where receipts cannot be obtained, reimbursement requested must be supported by documents that show dates, parking meter numbers and locations, toll booth locations, and signature of employee. Travel requested by CITY's AUTHORIZED REPRESENTATIVE and travel associated with permitting and grants, as required by state and federal agencies, shall be reimbursed in accordance with this section.
- G. Transportation by passenger vehicles supplied by CONSULTANT in connection with the work shall be reimbursed in accordance with Florida Statute 112.061. Required Documentation: Mileage log stating point of departure, point of destination, and odometer reading for both.

### **Article 3. Invoicing and Payment**

Monthly invoices shall be issued by CONSULTANT for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

### **Article 4. Obligations of the Consultant**

#### 4.1. General

- A. The CONSULTANT shall serve as CITY'S professional representative under this AGREEMENT, providing professional engineering and related consultation and advice, and furnishing customary services incidental thereto.

#### 4.2. Standard of Care

- A. The standard of care applicable to CONSULTANT's services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. The CONSULTANT shall perform any services not meeting this standard without additional compensation.

#### 4.3. Subsurface Investigations

- A. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics and the location of underground features may vary significantly between successive test points, sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

#### 4.4. Consultant's Personnel at Construction Site

- A. The presence or duties of the CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity(s) or any other persons at the site, except CONSULTANT's own personnel.

- B. The presence of CONSULTANT's personnel at the construction site is for the purpose of providing the CITY a greater degree of confidence that the completed work shall conform generally to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s), nor assumes responsibilities for the failure of contractor(s) to perform their work in accordance with the Contract Documents.
- C. Construction sites include places of manufacture for materials incorporated into the construction work. Construction contractors include manufacturers of materials incorporated into the construction work.

#### 4.5. Opinions of Cost, Financial Considerations, and Schedules

- A. In providing opinions of construction cost, financial analyses, economic feasibility projections, and schedules for design projects, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the CONSULTANT makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility or schedules shall not vary from the CONSULTANT's opinions, analyses, projections, or estimates.
- B. If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY shall employ an independent cost estimator, contractor, or other appropriate advisor.

#### 4.6. Construction Progress Payments

- A. Recommendations by the CONSULTANT to the CITY for periodic construction progress payments to the construction contractor shall be based on the CONSULTANT's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that exhaustive, continuous or detailed examinations or reviews have been made by the CONSULTANT to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work shall be acceptable in all respects; that the CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CITY and the construction contractor that affect the amount that should be paid.

#### 4.7. Record Drawings

- A. Record drawings, if required, shall be prepared, in part, on the basis of information compiled and furnished by others, including the CITY or contractor(s) for the work, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
- B. Record drawings shall consist only in hard copy form. Any computer-generated files on diskettes or tapes furnished by CONSULTANT are for the CITY's and other's convenience and are to be utilized at users' sole risk. Record Drawings shall be signed and sealed were applicable based on CITY and/or regulatory requirements.

#### 4.8. Access to Consultant's Accounting Records

- A. The CONSULTANT shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records shall be available to CITY during CONSULTANT's normal business hours for a period of 1 year after CONSULTANT's final invoice, for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The CITY may only audit accounting records applicable to cost-reimbursable and cost plus fixed fee type compensation.

#### 4.9. Consultant's Insurance

- A. The CONSULTANT shall maintain limits no less than those stated below throughout this AGREEMENT of the following insurance:
  1. **Workers' Compensation** Statutory, in compliance with the Compensation Law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000) Dollars per accident.
  2. **Comprehensive General Liability** shall be in an amount acceptable to the City of Key West but not less than One Million (\$1,000,000) Dollars Combined Single Limit per occurrence and One Million (\$1,000,000) Dollars annual aggregate. The City of Key West must be named as an Additional Insured. The coverage must include Commercial Form; Premises and/or Operations; Products and/or Completed Operations; Independent Contractors and Consultants (if any part of the Work is to be subcontracted); Broad Form Property Damage; XCU, Personal Injury, and Contractual Liability endorsement.
  3. **Business Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000) Dollars Combined Single Limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage coverage for owned automobiles, hired automobiles, non-owned automobiles, and location of operation shall be "all locations."

4. **Excess/Umbrella Liability** shall have a minimum limit of Two Million (\$2,000,000) Dollars per occurrence with an annual aggregate of Two Million (\$2,000,000) Dollars. This coverage is to be following form and include the Comprehensive General Liability and Automobile Liability Policies.
5. **Professional Liability/Errors and Omissions** Insurance with a minimum limit of One Million (\$1,000,000) Dollars.
6. CITY shall be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified above, and CONSULTANT waives subrogation against CITY as to said policies, with the exception of Worker's Compensation.

4.10 Subconsultants

- A. The CONSULTANT may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY, which consent may be withheld for any reason whatsoever.

**Article 5. Obligations of the CITY**

5.1. Authorization to Proceed

- A. Authorization to proceed shall be considered to be given upon execution of this AGREEMENT.

5.2. City-Furnished Data

- A. The CITY shall provide to the CONSULTANT all data in the CITY's possession relating to the CONSULTANT's services on the PROJECT including, but not limited to, information on any pre-existing documents including, but not limited to, underground utility locates, geotechnical reports, surveys, and previously submitted plans. CONSULTANT shall reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

5.3. Access to Facilities and Property

- A. The CITY shall make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services, and shall provide labor and safety equipment as required by CONSULTANT for such access. CITY shall perform, at no cost to CONSULTANT, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with CONSULTANT's services, unless otherwise agreed to. CITY shall be responsible for all acts of CITY's personnel.

5.4. Advertisements, Permits, and Access

- A. Unless otherwise agreed to in the Scope of Services, the CITY shall obtain, arrange, and pay for all advertisements for bids; permits and licenses, except those required by the bid documents, required by local, state, province, or federal authorities; and land, easements, rights-of-way, and access necessary for the CONSULTANT's services or PROJECT construction.

5.5. Timely Review

- A. The CITY shall examine the CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner (10 working days).

5.6. Prompt Notice

- A. The CITY shall give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of the ENGINEER or construction contractor(s).

5.7. Contractor Indemnification and Claims

- A. CITY agrees to use its best efforts to include the following in all construction contracts with contractor(s) not affiliated with CONSULTANT:
  - 1. The provisions of Article 4.4, CONSULTANT's Personnel at Construction Site.
  - 2. Provisions proving contractor indemnification of CITY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.
- B. CITY shall use its best efforts to require construction contractor(s) to name CITY and CONSULTANT as additional insureds on the contractor's general liability policy.

5.8. Exclusion of Contractor Claims

- A. CITY agrees to use its best efforts to include the following clauses in all contracts with other construction contractors and equipment or material suppliers:

Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against the CONSULTANT, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed, unless construction contractors, subcontractors and equipment or material suppliers first gain the CITY's consent.

5.9. CITY's Insurance

- A. CITY shall maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT



#### 5.10 Services of Consultant

- A. Unless this AGREEMENT is modified or terminated, the CITY shall have all services specified in this AGREEMENT performed by the CONSULTANT, employing CONSULTANT's standard form and content of drawings, specifications, and Contract Documents, generally conforming to the standards, recommendations, and content of the Construction Specifications Institute (CSI) and Engineers Joint Contract Documents Committee (EJCDC), and subject to the CITY's review and approval.

#### 5.11 Litigation Assistance

- A. The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, shall be reimbursed and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that CONSULTANT's sole negligence caused CITY's damage.

### **Article 6. General Legal Provisions**

#### 6.1 Agreement Period; Time for Performance; Penalty

- A. The duration of the agreement shall be two (1) year commencing from the effective date of this Agreement, with an additional two-year option to extend on behalf of the CITY, which must be approved by Resolution of the City Commission. This Agreement shall continue in effect from year to year thereafter, until terminated by the CITY.

#### 6.2. Reuse of Project Documents

- A. Reports, drawings, specifications, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All specifications and plans shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT shall be at the CITY's sole risk.

#### 6.3 Ownership of Work Product and Inventions

- A. All of the work product of CONSULTANT in executing this Project shall remain the property of CONSULTANT. The CITY shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer programs or other intellectual property developed during the course of, or as a result of, the Work shall remain the property of the CONSULTANT.

#### 6.4 Force Majeure

- A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

- B. In the event of a delay that results in additional costs to the CONSULTANT, an appropriate increase in compensation and schedule shall be authorized in writing.

#### 6.5 Termination

- A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work shall be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the CITY.
- B. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY shall not pay for anticipatory profits.

#### 6.6 Suspension, Delay, or Interruption of Work

- A. The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY shall pay CONSULTANT for work performed to date. An equitable adjustment in the PROJECT's schedule and CONSULTANT's compensation shall be made as agreed to by both parties.
- B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

#### 6.7 Third Party Beneficiaries

- A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT, and has no third party beneficiaries. CONSULTANT's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project.
- B. All work products shall be prepared for the exclusive use of CITY for specific application to the property described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

#### 6.8 Indemnification

- A. The CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT, its employees or agents, in the performance of this Agreement. Nothing herein is intended to waive the sovereign immunity afforded to the CITY pursuant to Florida law, including section 768.28, Florida Statutes.

B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against CITY by reason of such claim or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel satisfactory to CITY. The CONSULTANT shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against CITY, whether performed by CONSULTANT, or by persons employed or used by CONSULTANT.

6.9 Assignment

A. CONSULTANT shall not assign all or any part of this Agreement without the prior consent of CITY by Resolution of the Key West City Commission, which consent may be withheld for any reason whatsoever.

6.10 Jurisdiction

A. The law of the State of Florida and Monroe County shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.11 Severability and Survival

A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. ARTICLES 4, 5, and 6 shall survive termination of this AGREEMENT for any cause.

6.12 Attorney's Fees

A. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder.

**Article 7. Schedules and Signatures**

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST, FLORIDA

By: \_\_\_\_\_  
Jim Scholl, City Manager

ATTEST:

\_\_\_\_\_  
Cheri Smith  
City Clerk

\_\_\_\_\_  
By: \_\_\_\_\_  
(NAME, TITLE)

ATTACHMENT A

HOURLY PER DIEM RATES

<u>Classification/Position</u>	<u>Per Diem Rate</u>
<p><b>Principle</b> An officer of the company and responsible party tasked to resolve issues and manage the overall work performed.</p>	<p>\$</p>
<p><b>Senior Project Manager</b> Responsible for the successful completion of the project. The Senior Project Manager shall have an assigned team for the project, shall assign the work and see that it is properly completed. When another firm is engaged as a sub-consultant, it is the Senior Project Manager's duty to see that the lines of responsibility are clearly defined and that there is adequate coordination between offices. Must be capable and experienced with authority to speak for the firm in dealing with the client and to direct and expedite project work.</p>	<p>\$ _____</p>
<p><b>Project Manager</b> Responsible for accomplishing stated project objectives. Key project management responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the triple constraints for projects; cost, time and quality.</p>	<p>\$</p>
<p><b>Senior Engineer</b> Performs and oversees Engineers work related to the planning, design, and construction of projects. Also coordinates with contractors, other departments, and other agencies; administering professional services and construction contracts; evaluating requests for changes or additional work; directing the work of subordinate professional staff; and performs related work as required.</p>	<p>\$</p>
<p><b>Project Engineer</b> Performs engineering assignments as part of a work team involved in the planning, organizing, and developing of complicated projects. Requires ability to use and apply extensive knowledge for a specific engineering field. May supervise other project professionals or technicians. Usually requires a 4 year degree plus 6-8 years relevant experience, or equivalent. Reports to the Project Engineering Manager.</p>	<p>\$</p>
<p><b>Associate Engineer</b> Performs tasks to assist engineers such as preliminary research, initial drawings or diagrams, design modification, or testing. Operates under direct supervision. Usually requires a 2 year degree plus 1-3 years relevant experience, or equivalent.</p>	<p>\$ _____</p>
<p><b>Senior Electrical Engineer</b> Performs complicated engineering work exercising independent judgment and action. Applies research principles and techniques to the design, development, or testing of electronic systems, equipment, products, or facilities. Usually a senior level requiring a degree in electronic engineering plus 4-6 years relevant experience, or equivalent.</p>	<p>\$ _____</p>

<p><b>Electrical Engineer</b> Performs engineering work of various types in the design or re-design, manufacture, installation, operation, or maintenance of electronic and electromagnetic systems or equipment. Uses research techniques to analyze and validate design or theory concepts. Usually an intermediate level requiring a 4 year degree in electronics engineering plus 2-4 years relevant experience, or equivalent.</p>	<p>\$ _____</p>
<p><b>Senior Mechanical Engineer</b> Performs engineering work related to researching, designing, and developing machines, mechanical products, or tools, mechanical production equipment, or engines. Assignments are more complicated than the journey level and afford greater opportunity for independent decision making and action. May test designs. Usually a senior level requiring a 4 year degree plus 4-6 years relevant experience, or equivalent.</p>	<p>\$ _____</p>
<p><b>Mechanical Engineer</b> Performs engineering work related to researching, designing, and developing machines, mechanical products or tools, mechanical production equipment, or engines. May collaborate with other engineers on application of robotics for improving production processes. Usually a journey level requiring a 4 year degree plus 2-4 years relevant experience, or equivalent.</p>	<p>\$ _____</p>
<p><b>CAD Technician I</b> Uses computer-aided drafting software to develop layouts, drawings and designs that meet engineering specifications. Reviews engineering drawings, analyzes design and retrieves information to complete drawing, layout or design. Uses detail drawing or engineering specifications to dimension, scale or line locate. Usually requires a 2 year degree and 1-2 years relevant experience, or equivalent.</p>	<p>\$ _____</p>
<p><b>CAD Technician II</b> Performs tasks to assist engineers such as preliminary research, initial drawings or diagrams, design modification, or testing. Operates under direct supervision. Usually requires a 2 year degree plus 1-3 years relevant experience, or equivalent.</p>	<p>\$</p>
<p><b>Survey Crew (2-man)</b> Provides topographical Data including lines and grade where required. Works under a licensed PLS.</p>	<p>\$</p>
<p><b>Principal Licensed Surveyor</b> Provides signed and sealed surveys, place set boundary corners and place survey monuments bearing state registration number.</p>	<p>\$</p>
<p><b>Technical Editor</b> Responsible to research and prepare technical reports, publications, related documents, and other media; reviews and edits material for proper use of terminology, style, direction, content, grammar, punctuation and clarity; designs and lays out format, etc. Other responsibilities may include researching technical and complex federal and state policy material, rules and regulations and/or disseminate technical brochures and other technical material.</p>	<p>\$</p>
<p><b>Clerical</b> Provides administrative support, including but not limited to, word</p>	<p>\$</p>

processing, filing, copying, and general office support services.	
<b>Geo-Tech</b> Provides data on subsoil conditions and bearing capabilities. Must work under a Licensed Engineer.	\$ _____
<b>Senior Associate</b> Oversees and manages SWC component of project and provides quality assurance and technical support, participates in project kickoff and public meetings.	\$ _____
<b>Associate I</b> Conducts data collection, analysis and report drafting, 3-5 years exp.	\$ _____
<b>Associate II</b> All tasks of Associate I and first level project manager, 5-7 years exp.	\$ _____
<b>Associate III</b> All tasks of Associate II and senior project manager, 10+ years exp.	\$ _____
<b>Technician I</b> Data collection, GIS data input and mapping, 1-2 years exp.	\$ _____
<b>Technician II</b> Data collection, GIS analysis, 2-3 years exp.	\$ _____
<b>Administrative</b> Clerical, also public information specialist	\$ _____
<b>Landscape Architect</b> Develops design concepts using flora materials.	\$ _____

## ATTACHMENT B

### Scope of Services

Tarpon Pier is a T-shaped pier approximately 400 feet long with 44 slips used by houseboats with permanent residents. The existing fixed pier is constructed of precast piles, concrete pile caps, and precast double tees for decking. The replacement pier shall be of a floating pier system of 10 feet in width.

The scope of work includes but is not limited to the following:

- Complete engineered design for the replacement of the fixed pier system with a floating pier system,
- Complete engineered design of the replacement of the existing utility services provided on the pier from utility provider's point of connection.
- Development of a demolition plan
- Development of construction options to accommodate access to houseboats during construction
- Evaluation of pier components to remain and reused
- Attendance at public meetings associated with this project
- Geotechnical gathering,
- All permitting including Federal, State, County and City permits,
- Development of a Coral Relocation Plan if applicable
- Complete bid document preparation,
- Bidding oversight and bid review,
- Construction oversight,
- Coordination with all utility providers.
- Construction Cost Estimating

### Construction Documents

CONSULTANT shall prepare a coordinated set of bid and plan documents and specifications predicated on the information outlined above.

Final design of the project shall consist of the following:

- Provide exhibit to CITY for public involvement meeting(s)
- Provide plans for utility infrastructure additions and alterations
- Provide final design construction documents for sidewalk repair and installation
- Provide General and Technical Specifications
- Provide special provisions unique to the project
- Final contract documents suitable for bidding
- A project schedule and cost estimate based upon final design documents



