WORK ASSIGNMENT NO. 2016-02 PURSUANT TO SEPTEMBER 13, 2016, AGREEMENT BETWEEN THE CITY OF VENICE, FLORIDA AND TAYLOR ENGINEERING, INC.

WHEREAS, on September 13, 2016, the City of Venice, Florida ("OWNER") and *Taylor Engineering, Inc.* ("CONSULTANT"), entered into an Agreement whereby the CONSULTANT would perform professional services for the OWNER pursuant to an executed Work Assignment; and

WHEREAS, the OWNER wishes to authorize the CONSULTANT to perform professional services concerning related to the *Venice Beach Renourishment Project* as more particularly described in the Scope of Services herein; and

WHEREAS, the CONSULTANT wishes to perform such professional services,

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the September 13, 2016, Agreement and this Work Assignment, the parties agree as follows:

- 1. Description of Project. CONSULTANT will provide services related the Venice Beach Renourishment Project Environmental Monitoring and Reporting as required by the Florida Department of Environmental Protection and Army Corp of Engineers.
- 2. Scope of services to be performed. CONSULTANT shall perform the services described in the Scope of Services attached hereto as Attachment "A".
- 3. Compensation to be paid. OWNER shall pay the CONSULTANT the sum of *Thirty-six Thousand Nine Hundred Twelve dollars and zero cents* (\$36,912.00) for performance of the professional services specified in this Work Assignment.
- 4. Time for completion. CONSULTANT shall complete the professional services specified in this Work Assignment will be completed by October 31, 2017.
- 5. The terms and conditions of the September 13, 2016, Agreement shall remain in full force and

effect until the completion of this Work Assignment

IN WITNESS WHEREOF, the parties have executed this Work Assignment on the 11th day of October, 2016.

Taylor Engineering, Inc.	
ATTEST:	CITY OF VENICE, FLORIDA
City Clerk	Mayor

ATTACHMENT A

Scope of Services

Work Assignment 2016-02: Environmental Monitoring and Reporting

INTRODUCTION: Taylor Engineering (CONSULTANT) was selected by City of Venice (OWNER) pursuant to Request for Qualifications #3033-16, which OWNER advertised pursuant to Section 287.055, Florida Statutes (F.S.) and the applicable procedures of the OWNER. OWNER desires that CONSULTANT perform certain on-going and necessary services as described in the following Work Assignment. CONSULTANT agrees to perform the following tasks through a combination of in-house and subcontracted labor:

TASK 1: Shorebird Monitoring and Reporting

This Task will address services needed to fulfill the permit requirements specific to shorebird monitoring resulting from the OWNER's federal shore protection project and through the OWNER's FY 2016/2017. Work under this task will also address additional Professional services directly by CONSULTANT to track other permit-required monitoring associated with construction of the Project and to advise OWNER, as Permittee, of progress, issues and actions needed/taken to resolve relative to fulfillment of regulatory conditions.

<u>Piping Plover Surveys:</u> As required by Term & Condition 8 of the USFWS P3BO, post construction piping plover surveys are required bi-weekly (twice-monthly) for 2 years following completion of the Project. Below is a summary of the Monitoring that has occurred to date:

- 1. April 15, 2015 through May 15, 2015 post construction year (3 surveys total) which have been performed/completed by OWNER under prior contract
- 2. July 15, 2015 through May 15, 2016 Year 1 (21 surveys total) which have been performed/completed by OWNER under prior contract
- 3. July 15, 2016 through September 30, 2016 (5 surveys total) which are ongoing under prior OWNER authorization

CONSULTANT will perform the Shorebird Monitoring and Reporting as required by the permit for the October 11, 2016 through May 15, 2017 period which shall reflect Year 2 monitoring. A total of 15 surveys will be performed under this Work Assignment.

As required by Term & Condition 9 of the USFWS P3BO, the piping plover monitor will collect, map and report the following information for each survey event:

- 1. date, location, time of day, weather, and tide cycle when survey was conducted;
- 2. latitude and longitude of observed piping plover locations (decimal degrees preferred);
- 3. any color bands observed on piping plovers;
- 4. behavior of piping plovers (e.g., foraging, roosting, preening, bathing, flying, aggression, walking);
- 5. landscape feature(s) where piping plovers are located (e.g., inlet spit, tidal creeks, shoals, lagoon shoreline);
- 6. habitat feature(s) used by piping plovers when observed (e.g., intertidal, fresh wrack, old wrack, dune, mid-beach, vegetation);
- 7. substrata used by piping plovers (e.g., sand, mud/sand, mud, algal mat);
- 8. if no piping plovers are observed during surveys, the Bird Monitor will indicate this on the datasheets;
- 9. the amount and type of recreational use (e.g., people, dogs on or off leash, vehicles, kite- boarders); and

10. all other shorebirds/water birds seen within the survey area.

General Data Reporting Guidelines: Interim draft monitoring results shall be submitted in digital format (datasheets, maps, database) to CONSULTANT and the OWNER within (7) days of each survey. Monthly monitoring results (datasheets and/or Excel spreadsheet) will be submitted via email as deliverables to FDEP (see below). CONSULTANT may then review and summarize these data for future permitting use in the next nourishment project.

Summary of Specific Piping Plover Deliverables for Funding Reimbursement:

- Monthly summary data for piping plover observations will be provided to FWC within two weeks following each month of piping plover monitoring. The monthly summary will consist of data sheets or the Excel spreadsheet.
- An annual summary of monitoring data in will be provided electronically to the USFWS by July 31, 2017 in an Excel spreadsheet.

TASK 2: Marine Turtle and Escarpment Monitoring and Reporting

As required by FDEP Joint Coastal Permit No. 0211217-005-JC Specific Condition 24 and the USFWS Statewide Programmatic Biological Opinion (Revised February 27, 2015) Terms and Condition Al2, visual surveys for escarpments along the project area shall be made (by the OWNER's sea turtle monitors) immediately after completion of the sand placement and within 30 days prior to the start dates for Nesting Season Monitoring (15 Apr — 15 Sep) for 3 subsequent years (2016, 2017 and 2018) if sand in the project area still remains on the dry beach. This scope of work includes the work required for tilling in the year 2017 and 2018.

CONSULTANT will visit the site on an annual basis to check for presence of escarpments. If escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet shall be leveled and the beach profile shall be reconfigured to minimize scarp formation by the dates listed above. Should escarpments be observed, CONSULTANT will work with the OWNER to address the issue by grading the beach. Any escarpment removal shall be reported by location. The USFWS shall be contacted immediately if subsequent reformation of escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet occurs during the nesting and hatching season to determine the appropriate action to be taken.

CONSULTANT will also assist the OWNER with tilling of the beach. If tilling is required during the nesting or hatching season, the USFWS or FWC will provide a brief written authorization within 30 days that describes methods to be used to reduce the likelihood of impacting existing nests. An annual summary of escarpment surveys and actions taken shall be submitted to the appropriate FWS Field Office.

CONSULTANT will assist the OWNER with soliciting bids for beach tilling along the beach nourishment project's 3.2 miles of shoreline extending from FDEP Monument R-116 to R-133 prior to April 15, 2017. CONSULTANT will prepare a draft Scope of Work and Bid Schedule for the work. The OWNER will publish the invitation for bids and identify the tilling contractor insurance requirements. CONSULTANT will address questions posed by potential contractors. Subsequent to receipt of bids, CONSULTANT will also provide a summary of bids, follow up with the contractor's references and provide a recommendation of award to the OWNER. Prior to tilling by the selected contractor, a CONSULTANT team representative will meet on site with the bird and turtle monitors and selected tilling contractor to review the permit requirements, confirm the expected duration of tilling operations and to identify the required communication between the tilling contractor of the tilling contractor.

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from the site, CONSULTANT will visit the site with the turtle monitor to ensure that all required escarpments have been appropriately leveled. CONSULTANT will review and approve the tilling contractor's invoice for recommendation of payment by the OWNER.

For turtle monitoring, CONSULTANT will coordinate with Mote Marine to obtain and review the Year 2 Monitoring Report which will be submitted to FWC by January 31, 2017. If Year 2 nesting success is greater than 40%, Year 3 monitoring will not be required. For purposes of this scope, it is assumed that Year 3 of Monitoring will be required. CONSULTANT will also coordinate with Mote Marine and/or another Marine Turtle Permit Holder as needed to conduct a site visit for potential escarpment and tilling events.

<u>Deliverables:</u> CONSULTANT will prepare a summary letter report identifying the location and dates of tilling operations. The report will be provided to FDEP, FWC and USFWS.

FIXED FEE COST SUMMARY BY TASK Work Assignment 2016-02: Environmental Monitoring and Reporting

TASK 1: Shorebird Monitoring & Reporting								
Labor	Hours	Cost	Task Totals					
Director	2.0	368.00						
Project Professional	6.0	750.00						
Total Man-Hours	8.0							
Labor Cost			1,118.00					
Non-Labor	Units	Cost						
Shorebird Surveys & Reporting (15								
survey events)	1.0	5,175.00						
Andrea Environmental Consultante	1.0	1 000 00						
Ardea Environmental Consultants	1.0	1,920.00						
Non-Labor Cost	Non-Labor Cost 7,							
Fee @ 0.0%								
Total Non-Labor Cost			7,095.00					
Total Task 1			\$8,213.00					
TASK 2: Marine Turtle & Escarpment Monit	toring and Red	portina						
Labor	Hours	Cost	Task Totals					
Principal	11.0	2,277.00	rack rotate					
Senior Advisor	16.0	3,472.00						
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Project Professional	126.0	15,750.00						
Total Man-Hours	153.0							
Total Wall-Hours	155.0							
Labor Cost			21,499.00					
Non-Labor	Units	Cost						

Ardea Environmental Consultants 1.0

7,200.00

Non-Labor Cost Fee @ 0.0%

7,200.00

Total Non-Labor Cost

7,200.00

Total Task 2

\$ 28,699.00

Project

Total \$ 36,912.00

Billing to be Fixed Fee - Based on Agreement Rates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/09/2016

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

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

certificate noticer in fieu of such endorsement(s).							
PRODUCER	CONTACT NAME:						
Marsh Sponsored Programs	PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-6.	21-3173					
a division of Marsh USA Inc. PO Box 14404	E-MAIL ADDRESS: acecclientrequest@marsh.com						
Des Moines IA 50306	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURERA: Hartford Accident & Indemnity Co	22357					
INSURED	INSURER B: Hartford Fire Insurance Company	19682					
Taylor Engineering Inc.	INSURER C: Hartford Underwriters Insurance Co	30104					
P.O. Box 550510 Jacksonville, FL 32255-0510	INSURER D:						
040.150.1711110, 111 011100 00110	INSURER E:						
	INSURER F:						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	NSR LTR TYPE OF INSURANCE			POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
А	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	Y		84SBWNA6176 Prof. Liab. Excl.	11/01/2015	11/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY X JECT LOC							\$
С	AUTOMOBILE LIABILITY	Y		84UEGLP0627	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
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	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
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	AND EVIPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

RE: Coastal Engineering / Professional Consulting Services
The City of Venice is included as additional insured for the above coverages except WC when required by written contract. Waiver of Subrogation is included when required by written contract. 30 day notice of cancellation will be given to the certificate holder per policy endorsement.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
The City of Venice	AUTHORIZED REPRESENTATIVE
401 W. Venice Avenue Venice, FL 34285	Birda Vinat

Client#: 1051175 TAYLOENG2

$ACORD_{\scriptscriptstyle{\mathbb{M}}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/09/2016

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C	ertif	icate holder in lieu of	such endors	eme	nt(s).				3				
PRODUCER					CONTACT NAME:								
USI Insurance Services, LLC					PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No):								
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The City of Venice
401 W. Venice Avenue
Venice, FL 34285

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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