



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.3.

1/21/2020

Subject:

Approval Re: Task Order No. HB-008 for Engineering Services for the Hollywood Boulevard Widening from U.S. 192 to Palm Bay Road - District 5

Fiscal Impact:

\$3,847,902 from Grant Fund 1700/344955 for Fiscal Years 2020-2023 from the State-Funded Grant Agreement.

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair to execute Task Order No. HB-008 in the amount of \$3,847,902 for engineering services for the Hollywood Boulevard Widening from U.S. 192 to Palm Bay Road. It is further requested the Board approve any necessary Budget Change Requests associated with this action.

Summary Explanation and Background:

On August 20, 2007, the Board of County Commissioners entered into a Professional Engineering Services contract with Bussen-Mayer Engineering Group, Inc. to design a project known as Hollywood Boulevard Widening. The consultant provided design, bidding and construction management services for the initial phase of the project, Henry Avenue Intersection Improvements and Fell Avenue Intersection Improvements. Pursuant to the contract dated August 20, 2007, any future phases will be addressed as amendments to Exhibit "AA" Project Specific Scope of Services. The County desires to proceed with the next phase which is the final engineering of the Hollywood Boulevard Widening project.

Bussen-Mayer Engineering Group, Inc. submitted the proposal for the engineering services, as detailed in Attachment "A" of Task Order HB-008 in the amount of \$3,847,902. These services will include preliminary engineering, final design, surveying and traffic engineering. As such Attachment "A" amends Exhibit "AA" Project Specific Scope of Services of the August 20, 2007 contract. Funding for these services is provided from the State-Funded Grant Agreement with the Florida Department of Transportation which was entered into agreement on September 11, 2019 with final engineering to be completed by January 31, 2023 unless an extension of item is granted. The County will pursue additional grant funding for future phases, including right-of-way and construction. The final design will allow for construction to occur in phases as funding becomes available.

Task Order No. HB-008 will also serve as an amendment to the August 20, 2007 contract to update the Indemnification/Insurance and Audit Rights provisions and to provide for new provisions, specifically Public

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Records, E-Verify, Attorney Fees, Venue and Severability. In accordance with Administrative Order 29, Task Order No. HB-008 has been reviewed by the County Attorney and Risk Management.

Clerk to the Board Instructions:

Please return the fully executed Task Order No. HB-008 to the Public Works Department.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Bussen-Mayer Engineering Group, Inc.		
2. Fund/Account #:	3. Department Name: Public Works	
4. Contract Description: Task Order HB-008 Design Hollywood Blvd. Widening		
5. Contract Monitor: Jeanette Scott on behalf of Public Works	7. Contract Type:	
6. Dept/Office Director: Corrina Gumm, P.E., Interim Director	CONSULTANT	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	☒	☐	Thomas-Wood, Tammy Digitally signed by Thomas-Wood, Tammy DN: cn=Thomas-Wood, Tammy, email=Tammy.Thomas-Wood@brevard.gov Date: 2019.12.16 13:16:13 -0500
Risk Management	☒	☐	Lairsey, Matt Digitally signed by Lairsey, Matt Date: 2019.12.16 09:57:22 -05'00'
County Attorney	☒	☐	Brewer, Jad Digitally signed by Brewer, Jad Date: 2019.12.23 15:33:58 -05'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status	☐
Contract Title	☐
Contract Type	☐
Contract Amount	☐
Storage Location (SAP)	☐
Contract Approval Date	☐
Contract Effective Date	☐
Contract Expiration Date	☐
Contract Absolute End Data (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

January 22, 2020

MEMORANDUM

TO: Corrina Gumm, Interim Public Works Director

RE: Item F.3., Approval of Task Order No. HB-008 for Engineering Services for the Hollywood Boulevard Widening from U.S. 192 to Palm Bay Road

The Board of County Commissioners, in regular session on January 21, 2020, approved and authorized Task Order No. HB-008 in the amount of \$3,847,902 for engineering services for the Hollywood Boulevard Widening from U.S. 192 to Palm Bay Road; and approved any necessary budget change requests associated with this action. Enclosed is a fully-executed Task Order.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Contracts Administration
Finance
Budget

Task Order No. HB-008
Professional Engineering Services
Brevard County Public Works Department
Hollywood Boulevard Widening Project

This Task Order No. HB-007, dated the _____ day of _____, 2020, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and Bussen-Mayer Engineering Group, Inc., a Florida Corporation, whose principal address is 100 Parnell Street, Suite A, Merritt Island, FL 32953, hereinafter referred to as "Consultant" amending that certain contract between the parties dated August 20, 2007.

W I T N E S S E T H:

WHEREAS, the County and Consultant entered into a contract dated August 20, 2007, to design a transportation project known as the Hollywood Boulevard Widening ("Project"); and

WHEREAS, the Consultant provided design, bidding and construction management services for the initial phase of the project, Henry Avenue Intersection Improvements and Fell Avenue Intersection Improvements, as further defined in Exhibit "AA" Project Specific Scope of Services of the contract dated August 20, 2007; and

WHEREAS, pursuant to the contract dated August 20, 2007, any future phases will be addressed as amendments to Exhibit "AA" Project Specific Scope of Services; and

WHEREAS, the County is developing the design phase of the Project for the widening of Hollywood Boulevard from U.S. 192 to Palm Bay Road; and

WHEREAS, the Consultant has provided the proposal for Final Engineering - Hollywood Boulevard Widening from U.S. 192 to Palm Bay Road, as defined in Attachment "A", attached hereto and incorporated herein by this reference; and

WHEREAS, Attachment "A" is an amendment to Exhibit "AA" Project Specific Scope of Services of the contract dated August 20, 2007; and

WHEREAS, it is necessary to amend the contract dated August 20, 2007 to provide for compensation to be paid to the Consultant, a fee not to exceed \$3,847,902.00, for services rendered pursuant to Final Engineering - Hollywood Boulevard Widening, as defined in Attachment "A"; and

WHEREAS, it is necessary to amend the contract dated August 20, 2007 to provide for updates to the Indemnification and Insurance and Audit Rights provisions; and

WHEREAS, it is necessary to amend the contract dated August 20, 2007 to provide for new provisions, specifically Public Records, E-Verify, Attorney Fees, Venue, and Severability; and

Now, therefore, in consideration of the premises and of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this contract.
2. Amendment of Paragraph 5, Compensation, of the contract dated August 20, 2007, is hereby amended to provide for compensation of the Final Engineering – Hollywood Boulevard Widening, as follows:

The professional services fee relating to Final Engineering - Hollywood Boulevard Widening, as defined in Attachment "A" shall be \$3,847,902.00, subject specifically to the terms and limitations of Paragraph 6 of the original contract dated August 20, 2007.

3. Amendment of Paragraph 12, Audit Rights, of the contract dated August 20, 2007, is hereby amended as follows:

In performance of this contract, the Consultant shall keep books, records, and accounts of all activities related to this contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with this contract, and the performance of this contract shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five years from date of final payment or termination of this contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which 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 and following completion or termination of the contract if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon completion or termination of this contract, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon completion or termination of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

4. Amendment of Paragraph 18, Indemnification and Insurance, of the contract dated August 20, 2007, is hereby amended as follows:

To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be constructed to constitute agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be constructed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this contract.

The County shall be held harmless against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to property of any kind (loss of use of any property or assets resulting therefrom), schedule delay claims of any kind, including but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which the County is contracting hereunder, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of the Consultant, or any of their agents or employees, including subcontractors. Such negligent acts by the Consultant include, but are not limited to, any errors or omissions in the Consultant's design services.

The Consultant agrees to fully indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause above. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy. It is agreed by the parties hereto that specific consideration has been received under this contract for this hold harmless/indemnification provision. This indemnification shall survive the termination of this contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of sovereign immunity of the County.

The Consultant shall be required to procure and maintain, at their own expense and without cost to the County, the following types of insurance. The policy limits required are to be considered minimum amounts:

- Commercial General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, and Contractual Liability and not less than a \$5,000,000 annual aggregate, inclusive of amounts provided by an umbrella or excess policy. The Commercial General Liability insurance shall indicate that the policy has been endorsed to name the County and the Department as an additional insured. The coverage afforded to the Department as an additional insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage described herein shall apply fully to the work or operations performed under the contract, and may not be shared with or diminished by claims unrelated to the contract.
- Auto Liability Insurance policy with includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
- Professional Liability Insurance policy in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this contract. If such policy is written on a "claims" made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.
- Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

The Consultant shall provide the County and the State of Florida, Department of Transportation with an ACORD Certificate of Liability Insurance reflecting the coverage described herein prior to the commencement of work under this contract and at renewal periods of said insurance coverage. The County and Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The County's or Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure or maintain the insurance required herein, nor serve as a waiver of any rights or defenses the County and Department may have.

Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant under the terms of the contract. Subconsultant's insurance shall be the responsibility of the Consultant.

5. The contract dated August 20, 2007 is hereby amended as follows:

Section 24 - Public Records

Pursuant to Section 119.0701, a request to inspect or copy public records relating to this contract must be made directly to the County. If the County does not possess the requested

records, the County shall immediately notify the Consultant of the request and the Consultant must provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order-47, incorporated herein by this reference as Attachment "B".

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this contract and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12.

IF THE 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 CUSTODIAN OF PUBLIC RECORDS FOR PUBLIC WORKS AT 321-617-7202, robert.hendricks@brevardfl.gov, and 2725 Judge Fran Jamieson Way, Suite A-201, Viera, Florida 32940

Section 25 – E-Verify

The Consultant shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the contract; and

- A. Consultant shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and
- B. Consultant agrees to provide a copy of their fully executed E-Verify Memorandum of Understanding prior to execution of this contract.
- C. Compliance with the terms of this section is made an express condition of this contract and the County may treat a failure to comply as a material breach of this contract.
- D. A Consultant who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Consultant hires or employs a person who is not eligible for employment.

- E. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 26 - Attorney's Fees

In the event of any legal action to interpret or enforce the terms of this contract or any provision hereof, each party shall bear its own attorney's fees and costs and any trial shall be non-jury.

Section 27 – Venue

Venue for any legal action brought by any party to this contract to interpret, construe, or enforce this contract shall be in a court of competent jurisdiction in and for Brevard County, Florida.

Section 28 – Severability

In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this contract void or unenforceable, the remaining parts of this contract shall continue to full force and effect as though such sentence, provision, paragraph, section had been omitted from this contract.

6. By execution of Task Order No. HB-008, the services for Final Engineering – Hollywood Boulevard Widening, as defined in Attachment "A", is an amendment to Exhibit "AA" Project Specific Scope of Services of the contract dated August 20, 2007.

7. By execution of Task Order No. HB-008, the Audit Rights and Indemnification and Insurance provisions are amended of the contract dated August 20, 2007.

8. By execution of Task Order No. HB-008, provisions for Public Records, E-Verify, Attorney Fees, Venue and Severability are incorporated in the contract dated August 20, 2007.

9. All other terms and conditions of the contract dated August 20, 2007 between the County and the Consultant are ratified, confirmed and incorporated by reference herein.

In witness whereof, the parties have hereunto set their hands and seals on the day and year written below.

Attest:

Board of County Commissioners
of Brevard County, Florida



Scott Ellis, Clerk

By: 

Bryan Lober, Chair
As approved by the Board on: 1/21/2020.

Reviewed for legal form and content:

Assistant County Attorney

Bussen-Mayer Engineering Group, Inc.
A Florida Corporation

By: 

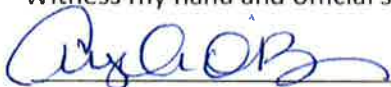
Joseph W. Mayer, P.E., President

Acknowledgment

State of Florida
County of Brevard

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Joseph W. Mayer, to me known to be the President of Bussen-Mayer Engineering Group, Inc., who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and official seal, this 30th day of December, 2020.



Notary Public
State of Florida
My commission expires: _____



ANGELA R. O'BRIEN
MY COMMISSION # FF 830651
EXPIRES: March 25, 2020
Bonded Thru Budget Notary Services

ATTACHMENT "A"

SCOPE OF SERVICES



HOLLYWOOD BOULEVARD WIDENING
PROJECT
U.S. HIGHWAY 192 TO S.R. 516
(W. NEW HAVEN AVE. TO PALM BAY RD.)

November 20, 2019

SECTION I - PURPOSE

The purpose of this document is to describe the scope of services and the responsibilities of the CONSULTANT and the COUNTY in connection with the design and preparation of a complete set of roadway construction plans for the proposed improvements to this transportation facility, and to set forth those responsibilities in contract form. This scope of services document is subject to and part of the Task Order to be issued by Brevard County Public Works Department for this project. The project limits are more fully described as: The Hollywood Boulevard Widening Project, from the south right-of-way line of U.S. Highway 192 (W. New Haven Ave.) to the north right-of-way line of State Road 516 (Palm Bay Rd.). The approximate length of the project is 16,385 ft. (3.1 miles).

The CONSULTANT shall perform engineering services required to prepare an updated preliminary engineering report and construction plans which shall include, if required by the COUNTY, roadways, structures, intersections, interchanges, traffic control plans, geotechnical activities, surveys, drainage, signing and pavement markings, intersection lighting, utility relocation at drainage crossings, landscaping, right-of-way survey control maps, right-of-way maps and legal descriptions, cost estimates, environmental permits, environmental mitigation plans, quantity computation booklets, and all necessary incidental items for a complete project, meeting all governing rules and regulations described herein and applicable engineering principles.

This design scope is based upon the Preliminary Engineering Report and 30% design plans prepared by BMEG for Brevard County under separate Task order. This report and the plans will be updated to reflect and address current existing conditions.

A. ABBREVIATIONS

References in this document to technical terms, societies, organizations, or bodies are made in accordance with the following abbreviations:

1.	AASHTO	American Association of State Highway and Transportation Officials
2.	ASTM	American Society for Testing Materials
3.	CADD	Computer Aided Design Drafting
4.	CFR	Code of Federal Regulations
5.	FDEP	Florida Department of Environmental Protection
6.	FDOT	Florida Department of Transportation
7.	FS	Florida Statutes
8.	FHWA	Federal Highway Administration
9.	GE	General Electric
10.	GPS	Global Positioning System
11.	HRS	Health & Rehabilitative Services
12.	NGVD	National Geodetic Vertical Datum
13.	USGS	United States Geographical Survey
14.	SCS	Soil Conservation Survey
15.	OSHA	Occupational Safety & Health Administration
16.	SJRWMD	St. Johns River Water Management District
17.	ACOE	U.S. Army Corps Engineers
18.	BMEG	Bussen-Mayer Engineering Group

SECTION II -PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

A. Governing Regulations:

The services performed by the CONSULTANT shall be in compliance with all applicable federal, state and local design standards. Generally, the latest FDOT standards shall be used, with exceptions to be approved by the COUNTY on a case-by-case basis. All plans are to be prepared in accordance with instructions issued by the COUNTY to the CONSULTANT, and shall be accurate, legible, complete in design and drawn to the scale as directed by the COUNTY and furnished in reproducible form, and on computer programs as approved by the COUNTY. The current or latest English unit based edition, including updates, of the following manuals, standards and guidelines shall be used in the performance of this work.

GENERAL

1. American Disabilities Act (ADA) Standards of Accessible Design
2. Brevard Area Transportation Study Model.
3. Brevard County Stormwater Management Criteria.
4. Brevard County Public Works Finance and Contracts Administration Public Works Survey and Mapping Review Check Sheet.
5. Clean Water Act.
6. Code of Federal Regulations.
7. Design Traffic Procedure.
8. Equivalent Single Axle Load Guidelines.
9. Florida Administrative Code.
10. Florida Board of Professional Land Surveyors' Standards of Practice.
11. Florida Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans.
12. Florida Statutes.
13. AASHTO – A Policy on Design Standards Interstate System
14. AASHTO – Roadside Design Guide
15. AASHTO – Roadway Lighting Design Guide
16. AASHTO – A Policy for Geometric Design of Highways and Streets
17. AASHTO – Highway Safety Manual

18. Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
19. Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
20. Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules
21. Florida Department of Environmental Protection Rules
22. FDOT Basis of Estimates Manual
23. FDOT Flexible Pavement Design Manual
24. FDOT Standard Plans Instructions
25. FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
26. FDOT Materials Manual
27. FDOT Pavement Type Selection Manual
28. FDOT Design Manual
29. FDOT Procedures and Policies
30. FDOT Project Development and Environment Manual
31. FDOT Project Traffic Forecasting Handbook
32. FDOT Public Involvement Handbook
33. FDOT Rigid Pavement Design Manual
34. FDOT Standard Specifications for Road and Bridge Construction
35. FDOT Utility Accommodation Manual
36. Manual on Speed Zoning for Highways, Roads, and Streets in Florida
37. Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
38. Florida’s Level of Service Standards and Guidelines Manual for Planning
39. Quality Assurance Guidelines
40. Safety Standards

Roadway

41. FDOT – Florida Intersection Design Guide
42. FDOT - Project Traffic Forecasting Handbook
43. FDOT - Quality/Level of Service Handbook
44. Florida's Level of Service Standards and Highway Capacity Analysis for the SHS
45. Transportation Research Board (TRB) - Highway Capacity Manual

Permits

46. Chapter 373, F.S. – Water Resources
47. US Fish and Wildlife Service Endangered Species Programs
48. Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits

Drainage

49. FDOT Culvert Handbook
50. FDOT Drainage Manual
51. FDOT Erosion and Sediment Control Manual
52. FDOT Exfiltration Handbook
53. FDOT Hydrology Handbook
54. FDOT Open Channel Handbook
55. FDOT Optional Pipe Materials Handbook
56. FDOT Storm Drain Handbook
57. FDOT Stormwater Management Facility Handbook
58. FDOT Temporary Drainage Handbook
59. FDOT Drainage Connection Permit Handbook

Survey and Mapping

60. All applicable Florida Statutes and Administrative Codes
61. Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
62. FDOT Right of Way Mapping Handbook
63. FDOT Surveying Procedure Topic 550-030-101

64. Florida Department of Transportation Right of Way Procedures Manual
65. Florida Department of Transportation Surveying Handbook
66. Right of Way Mapping Procedure 550-030-015

Traffic Engineering and Operations and ITS

67. AASHTO - An Information Guide for Highway Lighting
68. AASHTO - Guide for Development of Bicycle Facilities.
69. FHWA Standard Highway Signs Manual
70. FDOT Manual on Uniform Traffic Studies (MUTS)
71. FDOT Median Handbook
72. FDOT Traffic Engineering Manual
73. National Electric Safety Code
74. National Electrical Code

Geotechnical

75. FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
76. Manual of Florida Sampling and Testing Methods
77. Soils and Foundation Handbook

B. Project Specifications

The COUNTY hereby directs the CONSULTANT as to the units to be used in the design documents to be English. In addition, the following provisions shall apply:

1. Roadway and Traffic Improvements

All plans and designs are to be prepared in accordance with the latest English unit edition of the: AASHTO standards, FDOT Standard Specifications for Road & Bridge Construction, FDOT current memorandums and policies, and the current editions of the FDOT Plans Preparation Manual/Design Manual, FDOT Flexible Pavement Design Manual, FDOT Drainage Manual and shall be accurate, legible, complete in design, and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the COUNTY. (Note! The applicable latest editions of FDOT and Brevard County specifications to be used for the project shall be determined and documented at the Notice to Proceed meeting).

a. Drainage Services

All drainage plans and designs are to be prepared in accordance with current FDOT memorandums, FDOT Drainage Manual, (23 CFR 650), and all applicable COUNTY Stormwater requirements. Also see environmental services.

b. Utilities

All work shall be in accordance with the FDOT Utility Accommodation Manual, Standard Specifications, current memorandums and policies, Plans Preparation Manual, and instructions as issued by the COUNTY to the CONSULTANT, and shall be accurate, legible, complete in design, drawn to the appropriate scale and furnished in reproducible form on material acceptable to the COUNTY. Utility relocation plans shall reflect future construction and potential utility corridors and/or utility expansion. Coordination with applicable utilities is required.

c. Environmental Services

1) Stormwater and Surface Water

Permits shall be prepared in accordance with Chapter 17-2, Regulation of Stormwater Discharge, Florida Administrative Code agencies shall be prepared in accordance with their specific regulations.

2) Dredge and Fill Permits

All applicable data shall be prepared in accordance with Chapter 403, FS, Chapter 17-3, 17-4, and 17-12, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, and parts 114 and 115, Title 33, CFR. In addition to these federal and state permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations.

3) Environmental Mitigation Plans

These plans shall be prepared in accordance with the FDOT Standards and must comply with the rules and regulations of all federal, state and local environmental permitting agencies.

Agencies involved may include but not be limited to: FDEP, U.S. Army Corps of Engineers, SJRWMD, U.S. Fish and Wildlife Service, National Marine Fisheries Service, EPA, Brevard County and FDOT.

2. Landscape Plans

All plans are to be prepared in accordance with FDOT design standards, FDOT Standard Specifications for Road & Bridge Construction, FDOT Plans Preparation Manual/Design Manual, and instructions issued by the COUNTY to the CONSULTANT, and shall be accurate, legible, complete in design and drawn to the scale as directed by the COUNTY, and furnished in reproducible form. (Note! Landscape design is not included in this scope).

3. Design/Right-of-Way Surveys

Survey work shall be accomplished in general accordance with the FDOT Location Survey Manual and the Brevard County Survey Manual. These services must also comply with the Florida State Board of Professional Land Surveyors' Standards of Practice Chapter 5J-17, Florida Administrative Code and any special instructions from the COUNTY. Survey services must also comply with the FDEP Rule Chapter 18-5, Florida Administrative Code and State Jurisdictional Boundary Surveys where applicable.

Computer data shall be delivered in Autodesk digital compatible files (autocad format). The delivery of the survey data shall be in notation and format acceptable to the COUNTY and include a hard copy back-up.

4. Right-of-Way Mapping

Right-of-way maps shall show the ultimate anticipated taking line. All right-of-way maps and detail sheets are to be prepared in general accordance with the FDOT Right-of-Way Surveying and Mapping Handbook, Topic No. 550-030-015 and desires of the COUNTY as made known to the CONSULTANT, and shall be accurate, legible, complete, drawn to the scale as directed by the COUNTY and furnished in reproducible form. Right-of-way maps shall meet all the requirements set forth in 5J-17 of the Florida Administrative Code. If appropriate, and if directed by the COUNTY, the CONSULTANT will combine right-of-way mapping and right-of-way survey drawing. The right-of-way maps will be based on an approved right-of-way control survey.

5. Geotechnical Services

Work shall be performed in general conformance with FDOT special instructions and Soils and Foundations Procedure Manual with all applicable tests performed as specified in the manual using the appropriate AASHTO and ASTM standard testing methods.

C. Project Schedule:

Within forty five (45) days after the Notice-To-Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout schedule:

D. Key Personnel:

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the initial proposal submittal to the COUNTY by the CONSULTANT for review and approval. Changes in the indicated personnel shall also be subject to review and approval by COUNTY. The COUNTY will designate a Project Administrator and the CONSULTANT will designate a Project Manager who will be representative of their respective organizations for the project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the COUNTY. The CONSULTANT'S Project Manager shall be a Registered Professional Engineer with the State of Florida, as approved by the COUNTY.

E. Progress Reporting:

The CONSULTANT shall meet with the COUNTY as needed, and provide written progress reports which describe the work performed on each task. Progress reports shall be delivered to the COUNTY concurrently with the monthly invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Administrator by comparing the reported percent complete against actual work accomplished.

F. Meetings and Presentations:

The CONSULTANT shall attend a Notice-To-Proceed Meeting with COUNTY representatives, where relevant project information will be provided by the COUNTY, along with procedures for administering the contract. The CONSULTANT and staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the COUNTY. Such meetings and presentations may be held at any hour between 8:00A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings. Such materials shall be limited to those materials normally produced to complete the design, plans and specifications for the projects. Such materials may require minor and reasonable modifications for presentation purposes (i.e. color coding).

G. Quality Control:

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall, without additional compensation, correct all consultant errors or deficiencies in the designs, drawings, specifications and/or other services.

H. Correspondence:

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the COUNTY for their records within one (1) week of the receipt or mailing of said correspondence.

I. Optional Services:

At the COUNTY'S option, the CONSULTANT may be requested to provide services as an expert witness for right-of-way acquisition. The fee for these services shall be negotiated in accordance with the standard hourly rates established for this Task Order, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

J. Consultant Evaluation:

The CONSULTANT shall be evaluated in a method and manner determined by the COUNTY throughout the project.

K. Computer Automation:

The project may be developed utilizing computer automation systems in order to facilitate the development of the contract plans. Although the CONSULTANT may utilize his choice of CADD platforms to perform the design/drafting work, all products shall be submitted to the COUNTY in the AutoCad.DWG format. The final plans will be prepared in AUTOCAD - 3D format.

The CONSULTANT's role and responsibilities are defined in the FDOT ROADWAY CADD HANDBOOK as modified by Brevard County. The CONSULTANT will be required to submit final documents and files which shall include complete CADD design & coordinate geometry files in Autocad.DWG and Softdesk format.

The archived submittal shall also include an EXCEL for Windows spreadsheet file documentation that shall contain the project history, file descriptions of all (and only) project files, reference file cross references, and plotting criteria (e.g. pen assignments, view, size, scale, orientation and origin). Plotter configuration (.PCP) files should accompany drawing (.DWG) files on same electronic format. A printed directory of the archived submittal shall be included.

SECTION III. PHASE I -PRELIMINARY ENGINEERING

A. General:

The purpose of this phase is to perform additional stormwater analysis, updated traffic analysis and data collection to fully access remaining options available for stormwater treatment, determine traffic signal warrants and updated traffic study, and provide recommendations for adjustment of the previously determined alignment alternatives to accommodate existing and proposed improvements. This phase is described in detail below.

B. Coordination:

1. Meet with COUNTY staff as needed to review design considerations, available survey data, existing right-of-way information and obtain previous study materials related to this project (expected to be up to sixteen (16) such meetings).
2. Keep COUNTY staff informed via email communication on a routine basis.

C. Field Investigation:

1. Perform field inspections, update topographic data, and complete on-site surveys to note critical engineering and environmental considerations with special emphasis on drainage, environmental issues and neighborhood impact.
2. Conduct field investigations and surveys, and assemble relative information regarding residences, businesses, existing land use general location of property lines, existing right-of-way, drainage patterns and other pertinent factors that may affect horizontal and vertical alignment. Note that COUNTY will provide title searches and appraisals as needed for all parcels to be surveyed outside of the existing right-of-way limits.
3. Obtain aerial base maps for use in the preliminary engineering.
4. Obtain a preliminary soils investigation report.

5. Obtain additional field topographic data sufficient to address off-site drainage basis limits for all existing basins effected by the proposed project.

D. Alternative Analysis:

1. Analyze previously developed horizontal alignment alternatives and two (2) typical section alternatives per previous Preliminary Engineering Study by BMEG. Update horizontal alignment recommendations. Prepare recommendations for design speeds, and adjust for drainage considerations.
2. Identify potential right-of-way impacts and establish approximate right-of-way acquisition requirements and cost.
3. Provide early coordination for FDOT to provide them preliminary drainage and alignment information to facilitate/match the on-going FDOT project at the US 192 intersection.
4. Prepare a detailed analysis and report of the existing and proposed drainage systems associated with the project, including off-site drainage basins impacted by the proposed project design. Prepare preliminary drainage system design for the proposed roadway. Based upon this information, prepare preliminary drainage maps including the structures. The maps will include the locations and sizes of the proposed retention/detention facilities, if appropriate. Said facilities shall outfall to a legal positive outfall. CONSULTANT shall coordinate with the COUNTY Regional Stormwater Utility Division to verify downstream outfall parameters.
5. Update the preliminary construction cost estimates for the chosen alternative.
6. Prepare a Draft Pavement Design Package in accordance with the FDOT Flexible Pavement Design Manual and the Equivalent Single-Axle Loading Guidelines. Soil and traffic loading data used as input for the design shall be included with the package.
7. Provide additional traffic design services and signal warrant studies per attached Exhibit "D". (by Lassiter Transportation Group, Inc.)

E. Permitting and Environmental Investigation:

1. Meet with the SJRWMD and ACOE to access potential impacts of the project limits (including stormwater parcels) for wetlands/endangered species and to determine permitting requirements.
2. The COUNTY may, at it's discretion, perform a Phase I Environmental Audit within the limits of the proposed right-of-way, outfall easements, drainage easements/rights-of- way, retention/detention ponds, and any an all property to be acquired to support the project. A copy of the audit shall be provided to the CONSULTANT.
3. Coordinate with local government offices regarding local regulations, restrictions, and possible joint use with the FDOT to the extent that information is reasonably available in a timely manner. CONSULTANT shall obtain information concerning present or future development which could impact the design.
4. Coordinate permit parameters with applicable permitting agencies. Determine preliminary wetland impacts, mitigation requirements and other applicable permitting parameters. Complete

preliminary environmental assessment for wetland impact and endangered species for road right-of-way and off-site stormwater retention parcels.

F. Utilities:

Contact the various utility companies which have facilities in the area to determine potential conflicts. Identify any anticipated significant utility conflicts in the area of construction and establish recommendations for utility corridors and future utility expansion within proposed right-of-way.

G. Public Involvement:

Make presentations to the Brevard County, City of West Melbourne, Local Homeowners Associations, and conduct two (2) public information meetings. Prepare and provide maps, charts, drawings, and additional materials as required for use at these meetings. Such materials shall be limited to those normally required for completion of the Phase I portion of the project with minor and reasonable modifications (i.e. coloring).

H. Amenities Options:

The report should address bicycle/pedestrian considerations and in a broad brush manner address landscaping, highway lighting and noise considerations.

I. Report of Findings:

We will prepare and submit an Amendment/Addendum to the previously submitted Preliminary Engineering Report and 30% construction plans. We will revise the report to address Brevard County staff comments and obtain a Brevard County approved Preliminary Engineering Report.

SECTION IV. PHASE II -FINAL DESIGN

The CONSULTANT shall provide hard copies and digital submittal suitable to the County for each project submittal at 30%, 60%, 90% and 100% completion for review by County staff, as follows:

A. Roadway Plans:

The CONSULTANT shall prepare construction plan sheets, design details, and all other plan sheets as necessary to convey the intent and scope of the project for the purposes of construction, as established after completion of Phase I services and at the beginning of Phase II services, in accordance with the FDOT Design Manual (2020 edition).

Each submittal (30%, 60%, 90% and 100%) will also include updated right-of-way acquisition status exhibits.

B. Drainage Plans:

1. The CONSULTANT shall prepare construction plan sheets, design details, and all other plan sheets as necessary to convey the intent and scope of the project for the purposes of construction, as established after completion of Phase I services and at the beginning of Phase II services, in accordance with the FDOT Design Manual (2020 edition).

2. The CONSULTANT shall be responsible for designing a drainage and stormwater management system, and preparation of the Stormwater Management System Design Calculations, as required by Brevard County and SJRWMD regulations. All design work shall be in compliance with the FDOT Drainage Manual; applicable COUNTY Ordinances; COUNTY Regional Stormwater Utility Division requirements; Florida Administrative Code, Chapter 14-86; and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, other drainage systems and elements of systems as required for a complete analysis. Design will include/accommodate any off-site parcels draining to the right-of-way for the project in accordance with County Standards. Full coordination with all permitting agencies will be required from the outset. Full documentation of all meetings and decisions are to be submitted to the COUNTY. These activities and submittals should be coordinated through the COUNTY'S Project Administrator.
3. The exact number of drainage basins, outfalls and water management facilities (retention/detention areas, weirs, etc.) will be the CONSULTANT'S responsibility.
4. The objective is to obtain an approved stormwater treatment/attenuation design. This service shall include, but is not limited to the following:
 - a. Determination of volume, peak rate, and peak stage of stormwater to be treated and attenuated. Include analysis of the 10, 25 and 100 year, 24-hour storms and 1 year, 3 hour storm. Include all SJRWMD and FDOT applicable stormwater analysis. Justify any departure from Rule Chapter 14-86 of the Florida Administrative Code.
 - b. Locate and assess suitable land areas for stormwater management. Coordinate early in this effort with the COUNTY.

 The CONSULTANT shall consider, whenever possible, means of conveying offsite water directly to an outfall without mixing with runoff from the project. Costs of this system shall be compared with costs involved in accepting offsite runoff into the COUNTY'S system and a recommendation shall be made based on this comparison. All stormwater outfalls shall be by means of a positive legal outfall.
 - c. Discuss preliminary design concepts with permitting agencies.
 - d. Provide preliminary plans during Phase Submittals for review by the COUNTY and revise as necessary.
 - e. Review preliminary design concept with permitting agencies and finalize plans.
5. The CONSULTANT will be responsible for delineating all wetlands proposed to be impacted by the project, as required by the permitting agencies.
6. The CONSULTANT shall design and compare the cost of alternative stormwater management systems including the utilization of underground retention/detention (i.e., french drains, water storage in pipes) where in the professional judgment of the CONSULTANT those facilities may be feasible. Where the option will result in a reduction of total project costs, the COUNTY will decide on locations where this option will be exercised.

7. The CONSULTANT shall check all existing cross drains and determine if they are structurally sound, have sufficient capacity and can be extended.
8. The CONSULTANT shall provide the COUNTY a signed and sealed Drainage Design Report. It shall be a record set of all drainage computations, both hydrologic and hydraulic. The engineer shall include all support data such as soil borings and permeability tests.
9. The CONSULTANT shall account for all off-site drainage currently flowing to the roadway and accommodate for same in design by providing cross drain culverts to accommodate existing conveyance requirements.

C. Utilities:

1. Prepare Utility Adjustment Sheets- The CONSULTANT shall prepare the utility adjustment sheets, notes, and details necessary to complete the Utility Adjustment plans. These utility adjustment plans may be incorporated into other portions of the roadway construction plans, in accordance with the FDOT Design Manual (2020 Edition). Note that utility relocation design is not included (only specific adjustments to resolve conflicts).
2. Consultant shall conduct a preliminary utility coordination meeting at the 30% design documents phase.
3. Coordination with Utility Companies- The CONSULTANT will be responsible for providing technical data at a Utility Pre-Design Conference arranged by the Project Administrator. The purpose will be to determine the effects the project will have on existing and proposed facilities. This allows the utility representatives input into the development of the roadway plans. Normally this meeting will be held soon after the 60% plan completion. The existing utilities shall be shown on the plan and cross section sheets, and the right-of-way map if lying within the proposed right-of-way or easements.
4. The CONSULTANT shall be responsible for coordinating all design with the affected utility companies in order to minimize utility conflict effects on the project. Utility relocation design to be provided by CONSULTANT is limited to deflections for drainage pipe crossings.

D. Signing and Pavement Marking Plans:

The CONSULTANT shall prepare plan sheets, notes, and details to include the following: Tabulation of Quantities sheet(s) with the quantities tabulated by sheet, General Note sheet(s), Plan Sheet(s), Special Marking Detail sheet(s), Signs and pavement markings shall be designed in accordance with the FDOT Elder Road User Program.

E. Signalization Plans:

- I. The signalized intersections on the project are as follows:
 - a. Hollywood Boulevard & Palm Bay Road (Upgrade)
 - b. Hollywood Boulevard & Interchange Center/Walmart (new)
 - c. Hollywood Boulevard & Imagine Way (new)
 - d. Hollywood Boulevard & Eber Blvd. (Upgrade)
 - e. Hollywood Boulevard & Florida Ave./Wingate Blvd. (new)
 - f. Hollywood Boulevard & Fell Rd. (upgrade)

- g. Hollywood Boulevard & Henry Ave. (upgrade)
 - h. Hollywood Boulevard & US 192 (upgrade)
2. The CONSULTANT shall prepare contract plan sheets, notes, and details to include the following: General Note sheet(s), Signalization Plan sheet(s), Signal Interconnect Plan detail(s) if applicable, Pole detail(s), and special detail(s). The CONSULTANT shall use plan/profile for pole locations to check for conflicts with pole base.
 3. The CONSULTANT shall plot existing and proposed topography, existing utilities (above and below ground), storm sewers, right-of-way, and proposed improvements. In addition the CONSULTANT shall prepare and pole schedules (including any design calculations).
 4. The CONSULTANT shall design the pole and signal head system including a dual head attachment.
 5. The CONSULTANT shall design and specify warrants, timings and signal operating plan.
 6. The CONSULTANT shall identify a power source for signalization and shall coordinate with the appropriate utility to secure service.
 7. After completion of 90% design stage and County Staff approval, and prior completion of 100% design documents, CONSULTANT is to utilize a licensed utility contractor to install 5' x 5' SONA TUBES at each mast arm location (6' deep). Fees for this service are not included and will be addressed via Change Order when the number and location of SONA TUBES has been determined.

F. Lighting Plans

A Lighting Study will be performed by LTG for each intersection within the project, except Palm Bay Rd. and US 192. Results will be reviewed by COUNTY, who will determine which intersections warrant lighting as a part of the final design. If applicable, the following shall apply:

1. The CONSULTANT shall prepare contract plan sheets, notes, and details to include the following: Tabulation of Quantities sheet(s), Pole Data and Legend sheet(s), Lighting Plan sheet(s), Service Point Detail sheet(s), Special Detail sheet(s), High Mast Pole Foundation sheet(s), and Boring Log and Data sheet(s).
2. A photometric plan will be provided for each intersection.
3. The CONSULTANT shall coordinate with the COUNTY and the Florida Power and Light Company to ensure consistency in the design of lighting appurtenances.

G. Traffic Control Plan:

1. Traffic Control Analysis: The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular, bicycle and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The Traffic Control Plan shall be prepared in accordance with the FDOT Roadway and Traffic Design Standards, Index 600 series, and the Roadway Plans Preparation Manual, Volume I-Chap. 10, and Volume II- Chap. 19.

2. **Traffic Control Plans**- The CONSULTANT shall prepare plan sheets, notes, and details to include, if required, the following: Typical Section sheet(s), General Notes and Construction Sequence sheet(s), Typical Detail sheet(s), Tabulation of Quantities sheet(s), Traffic Control Plan sheet(s), Signing and Pavement Marking sheet(s), Temporary Signalization sheet(s).

The CONSULTANT shall prepare additional plan sheets such as cross sections, profiles, drainage structures, retaining wall details and sheet piling as necessary for proper construction and implementation of the traffic control plan.

H. Environmental Services/Permits:

1. **Preliminary Field Review**- The CONSULTANT shall perform a preliminary field review and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.
2. **Agency Coordination (Includes all Phases)**- The CONSULTANT shall notify the COUNTY of all scheduled meetings with the regulatory agencies and shall copy the Project Administrator on all permit related correspondence and meetings.
3. **Establish Wetland Jurisdictional Lines**- The CONSULTANT shall establish the wetland jurisdictional lines in coordination with the regulatory agencies. The CONSULTANT will be responsible for delineating all pertinent wetlands on the plans.
4. **Agency Field Review** - The CONSULTANT shall be responsible for coordinating regulatory agency field reviews.
5. **Other Environmental Issues** - Identify any other environmental issues and obtain appropriate permits. CONSULTANT is not responsible to provide for new regulations, new interpretations, or other modifications to existing rules.
6. **Permit Preparation** -The CONSULTANT shall prepare Permit Packages to include, as required, Wetland Resource/Dredge and Fill permits, Management and Storage of Surface Waters permit (MSSW), NPDES/EPA permit and required plans, FDEP State Lands/CCL permit, and local permits. The permit applications shall be signed by the Transportation Engineering Department Director or designee.
7. **Mitigation Option**- The environmental mitigation plan, if necessary, will be based on utilization of the best available established mitigation bank. If a suitable mitigation bank is not available, or if other mitigation is required, additional fees may be required. If required, the following are anticipated to be included in the mitigation services:
 - a. **Mitigation Coordination and Meetings** - The CONSULTANT shall coordinate with the regulatory agencies for the preparation of the mitigation plan.
 - b. **Mitigation Design Details** - The CONSULTANT shall prepare all necessary design details and plan specifications to be included in the mitigation plan.

- c. Mitigation Plans (Includes all Phases) -If wetland impacts that will require mitigation cannot be avoided, the CONSULTANT shall prepare a mitigation plan to be included as part of the permit application submitted to the agencies, based on utilization of the best available mitigation bank. Consultant will strive to minimize mitigation costs, to the extent possible.

I. Summary of Pay Items:

A Summary of Pay Items shall be prepared with the 60%, 90% and 100% plans, based on FDOT Basis of Estimates.

J. Specifications:

The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications, Supplemental Specifications or Special Provisions. Standard Specifications should not be modified unless necessary to control project specific requirements. Technical Special Provisions shall be submitted on Word Perfect word processing program file in digital format, in accordance with COUNTY procedures. County to provide latest specifications template.

K. Current Plans:

The CONSULTANT shall update plans to current FDOT specifications and details 90 days prior to bid, assuming no changes in lane width, design speed, or other parameters that would substantially effect the design. This requirement is valid for a period of one (1) year from the date of acceptance of the final design by COUNTY.

SECTION V. DESIGN/RIGHT-OF-WAY SURVEYS

A. General:

The CONSULTANT shall perform all survey services necessary to prepare the Right-of-Way maps, (including a right-of-way control survey) legal land descriptions and construction plans for the entire limits of the subject project. Survey services must be accomplished in accordance with the FDOT Location Survey Manual and the Brevard County Survey Manual. These services must also comply with the Florida State Board of Professional Land Surveyors' Standards of Practice, Chapter 5J-17.05, Florida Administrative Code, and any special instructions from the COUNTY. Survey services must also comply with the FDEP Rule Chapter 18-5, Florida Administrative Code, and State Jurisdiction Boundary Surveys where applicable.

It is hereby acknowledged that the CONSULTANT has previously completed surveys for significant portions of the Hollywood Boulevard corridor, as a part of the Preliminary Engineering phase of the project. CONSULTANT will augment and update previous survey data and provide a continuous combined survey for final design and permitting purposes.

B. Design/Right-of-Way Surveys:

1. A right-of-way control survey map will be prepared and certified in support for the preparation of the right-of-way map. The control map will be made part of the construction plans.
2. Alignment- This alignment should be determined by establishing the tangent lines of existing COUNTY Right-of-Way maps if such maps exist, or right-of- way deeds, or in the center of

dedicated Right-of-Way as per subdivision plats, or in the center of the pavement when no Right-of-Way map or dedication exists. If the traffic volume is heavy, the baseline of survey should be offset from the centerline of pavement a safe distance.

Any known control point including but not limited to G.P.S. section and quarter sections which will be necessarily destroyed during construction must be replaced by the CONTRACTOR after construction is complete (per plans and specifications).

Establish Florida State Plane Coordinate on each point of intersection IP.I. along the centerline of baseline of survey - also at the beginning and end of survey by tie from the geodetic baseline control.

NOTE: All Florida State Plane Coordinates shall be shown to three (3) decimal places (English), centerline or baseline of survey stationing and all other linear measurements shall be shown to (.01) of a FDOT and all bearings and angles shall be shown to one second (01") of angular measurement. Stake and station the centerline or baseline of survey using ground distance.

3. Reference Points - Reference all centerline and baseline of survey control points of intervals not greater than 1000 feet and all P.C.'s, P.T.'s (and P.I.'s where possible). Reference points shall be located outside existing or proposed right of way or at other locations not likely to be impacted by construction.
4. Vertical Control - Establish Benchmarks based on published NAVD 1988 DATUM, or, if so instructed by the COUNTY Surveyor, NAVD 1988. Computer CADD disks for each new Bench Mark set, or old Bench Mark used will be submitted to the COUNTY and these records will be kept on file in the COUNTY Survey Office. Bench marks should be established at approximately 500 ft. intervals, but no more than 700 ft.
5. Side Street Surveys - Make complete side street surveys to include alignment, topography, drainage, Roadway Cross-Sections/Profiles, right-of-way and locate utilities as directed by the COUNTY.
6. Underground Utilities - Locate underground utilities both vertically and horizontally in general accordance with the FDOT Plans Preparation Manual, and the FDOT Location Survey Manual. Locations to be based on field flagging, utility company supplied data, and soft-digs coordinated and performed by Consultant for key locations. A soft-dig allowance will be developed for the contract and locations will be determined by Consultant.
7. Drainage Survey - In performing drainage survey the CONSULTANT may use aerial photography or perform a standard field survey. The CONSULTANT may utilize existing topographic references such as U.S.G.S. Quadrangle Maps, one FDOT interval contour maps, etc. All prominent features are to be verified by the CONSULTANT during actual on site investigation or field survey. If the CONSULTANT utilizes aerial photography, spot elevations shall be shown on the aerials. Sufficient elevations shall be shown to enable the CONSULTANT'S drainage engineer to determine direction of flow in relation to the COUNTY'S right-of-way. CONSULTANT shall also identify all off-site drainage flowing to the project.
8. Outfall, Detention and Mitigation Survey - Make necessary outfall, detention pond, and mitigation area surveys according to the FDOT Location Survey Manual.

9. Jurisdictional Line Survey - Make FDEP/SJRWMD/ACOE jurisdictional line surveys where applicable and tie same to centerline or baseline of survey.
10. Stake-Out for Borings - Provide alignment stake out for subsoil investigation.
11. Section Ties - Tie section lines, quarter section lines, (and quarter-quarter section lines when pertinent) to the centerline or baseline of survey. All corners found or set in the field shall be properly identified and recorded in the field book and certified corner record forms completed and filed with the FDEP in accordance with Chapter 177 Part III F.S.
12. Subdivision Ties - Tie all subdivisions, including individual property line ties where apparent property line disputes may occur, condominium boundaries, at the beginning and end, block lines, and street right-of-way lines to the centerline or baseline of survey. Ties will be made by closed traverse to assure acceptable closure. All necessary block corners shall be found or set in the field with corners properly identified and recorded in the field book. Efforts should be made to identify all vacated streets within a subdivision, along with the recording data of vacation. It should be noted that 90 degree ties from the centerline of survey or the centerline of side streets to any corner will not be accepted by the COUNTY. All ties must be shown as intersecting the centerline of survey with respective subdivision lines.

C. Certified Right-of-Way Control Survey Drawings:

The field Right-of-Way control survey is to be presented in the format of a certified drawing on standard size reproducible film. The CONSULTANT shall certify this drawing as a Right-of-Way Control Survey which meets the Standards of Practice adopted by the Florida State Board of Professional Land Surveyors, Chapter 5J-17, Florida Administrative Code, and all appropriate FDOT requirements. These survey drawings shall be at a scale that is acceptable to the COUNTY.

Unless otherwise directed, the surveyor shall furnish the COUNTY with up to four (4) signed, sealed and certified copies of the above maps acceptable for recording, together with a copy of the drawing in a digital format acceptable to the county. Upon approval by the COUNTY the right-of-way control survey will be recorded in the Public Records via a Road Plat Book.

1. The Cover Sheet shall contain all pertinent general survey notes and the following certification:
 - a. I hereby certify this Right-of-Way Control survey was made for the purpose of surveying, referencing, describing and mapping the centerline and/or baseline for the transportation facility shown and depicted hereon and that said survey was done under my responsible charge and meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027 FS.

This drawing, consisting of sheets through is a true, accurate and complete depiction of a field survey performed under my direction and completed on _

Date _____
 Name of Surveyor _____
 Address _____
 Florida Professional Land Surveyor No. _____
 Date: _____

- b. Location Map showing approximate location of corridor.

- c. Header describing project
 - d. Surveyor's notes.
 - e. Legend and abbreviations.
 - f. Title Block.
 - g. Description of project metes and bounds
2. The key map (1" = 400') certified drawing will depict the following data:
- a. Complete centerline alignment data, including beginning of survey station, all curve data, bearings on all tangent lines along the centerline, all intermediate control point stations, and end of survey station. All control points must be identified as to type of material set or found at each respective point.
 - b. All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent) must be shown with the station where their intersection with the centerline or baseline of survey occurs, a distance from the nearest corner to centerline, and bearings and distances to all corners. The type of corner, either found or set, should be spelled out or identified by a legend. All ties will be shown to depict a closed traverse to assure acceptable closure.
 - c. A separate sheet depicting all of the centerline or baseline of survey control reference points and reference points for Public Land Survey corners as per FDOT 14-47, and the type of material used for each respective reference point. This sheet does not need to be plotted to scale.
 - d. All improvements within the proposed or existing right-of-way or within the 50.00 feet outside and adjacent to the right-of-way. This information should not be on the right-of-way control survey but will be needed on a separate survey to assist the CONSULTANT with design.
3. The detail map (1" = 40') Certified Right-of-Way Control Survey drawing will depict the following data:
- a. The complete centerline or baseline alignment data, including beginning of survey station, all curve data, bearing on centerline, all intermediate control point stations and end of survey station. All control points must be identified as to size and type of material set or found at each respective point.
 - b. All subdivisions, including condominium boundaries, must be shown with a station where the centerline and/or baseline of survey and each subdivision line intersect. A sufficient amount of field ties must be made in order to establish the original block boundaries of each subdivision. A distance from centerline to the nearest found or set corner and bearings and distances between all corners must be shown, type of corner, either found or set shall be spelled out or identified by a legend. Show bearings and distances on all subdivision lines which were intersected with the survey line. All lot and block numbers, street names, plat

book, page, and name of each subdivision. Each tie made in the field must be shown on this map. All ties shall be shown to depict a closed traverse to assure acceptable closure.

D. Specifications:

All of the above survey work must be accomplished in accordance with the all appropriate FDOT requirements. This work must comply with the Florida State Board of Professional Land Surveyors' Minimum Technical Standards, and any special instructions from the COUNTY. This survey also must comply with the

FDEP Rules, Florida Administrative Code Chapter 18-5, pursuant to Chapter 177, FS, and the FDEP State Jurisdiction Boundary Surveys where applicable.

Delivery of Survey Data - Unless otherwise directed by the COUNTY, all survey data shall be delivered in files that can be accessed, manipulated and/or translated using different combinations of Autocad and Softdesk software. The delivery of the survey data shall be in notation and format acceptable to the COUNTY and shall include hard copy backup.

SECTION VI. RIGHT-OF-WAY MAP

A. General:

The CONSULTANT shall be responsible for the complete preparation of pre-development right-of-way maps for the project. Complete Right-of-Way Key Maps and Detail Sheets shall be prepared in general accordance with all appropriate FDOT requirements and in compliance with the minimum technical standards as set forth by the Florida Board of Land Surveyors pursuant to Sec. 472-027, FS. Right-of-Way key maps may be either line drawings or aerial photobase prepared to FDOT size and format. Detail Sheets must be line drawings. The CONSULTANT will submit Key Maps, Detail Sheets and Legal Descriptions to the COUNTY for review at stages of completion as specified by the COUNTY. The CONSULTANT shall prepare all the required information in a format that allows fee appraisers to complete their assigned tasks according to all appropriate FDOT requirements. Right-of-way Maps to be prepared on a phased basis consistent with the construction plans (3 to 4 total).

B. Right-of-way Maps:

The CONSULTANT shall be responsible for determining and justifying rights-of-way required by the design. The CONSULTANT shall make every reasonable effort to minimize the limits of right-of-way acquisition through the creative use of existing right-of-way, especially in areas with right-of-way restrictions. The CONSULTANT shall be responsible for the complete preparation of preliminary and final right-of-way maps for the full length of the project. Complete right-of-way Key Maps and Detail Maps shall be prepared in general accordance with all appropriate FDOT requirements and in compliance with the Minimum Technical Standards as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, FS. Right-of-Way Detail Maps shall be line drawings (not on aerial photobase) prepared to COUNTY requirements. The Key Maps may be line drawings or on aerial photobase. CONSULTANT shall identify all areas that require Title Search to be provided by COUNTY. Separate surveys of remainder parcels are not required.

The CONSULTANT will submit Key Maps and Detail Maps to the COUNTY for review at the following stages of completion with data as specified, up to 5 (five) copies each submittal (plus digital copy);

1. 30% maps

- a. Project alignment with station ties and curve data.
- b. All existing rights-of-way, including maintained rights-of-way.
- c. All pertinent land lines which include section and quarter section lines, and quarter-quarter section lines where applicable, tied to the baseline of survey and identified as to section, township and range.
- d. All subdivision boundaries and blocks tied to the baseline of survey. All blocks, lots and streets within subdivisions that are affected by right-of-way acquisition and/or along the project corridor must be shown. Subdivision names and limits with recording information.
- e. Cross road alignments.
- f. Copies of field survey notes showing alignment, land line ties and improvements (topography).

2. 60% maps

- a. Proposed right-of-way lines and controlling baselines with dimensions.
- b. Property lines.
- c. Improvements.
- d. Topography.

The CONSULTANT will submit one (1) set of prints of the construction plans with the 60% preliminary right-of-way maps depicting proposed right-of-way requirements, limits of construction and construction easements for review by the COUNTY. This technical review will be performed prior to the final right-of-way map review.

3. 90% maps

- a. Dimensions for all takings and remainders.
- b. Completed tabulation sheet.
- c. Limits of construction.
- d. North arrow and scale of map.

4. 100% maps - Completed Right-of-Way Maps and Detail Maps to be recorded in the Public Records via a Road Plat Book.

C. Legal Descriptions:

Legal descriptions together with a sketch of legal description meeting the requirements of Chapter 61-G-17 Florida Administrative Code shall be prepared by the CONSULTANT and be in accordance with the FDOT "Right-of-way Mapping Handbook", and shall depict all improvements and easements existing on the parcel. The CONSULTANT shall submit each legal and sketch of legal description, signed and sealed by the Registered Surveyor in responsible charge, to the COUNTY with the 90% map review submittal.

SECTION VII. GEOTECHNICAL

- A. Geotechnical Investigation: It is acknowledged that Consultant has previously completed soils investigations along the project corridor (by Universal Engineering Sciences). Consultant shall utilize Ardaman and Associates, Inc. to provide any additional required Geotechnical work. An allowance is included in the fee schedule (Exhibit "C"), to cover additional soils work and testing as needed for final design.

The CONSULTANT shall be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in general conformance with FDOT standards, the Soils and Foundations Manual, related directives, Federal Highway Administration Checklist and Guidelines for review of Geotechnical Reports and Preliminary Plans and Specifications, and the Pavement Coring and Evaluation Procedure (Topic No. 675-030-005-a).

1. Field Investigation - Roadway: The soils investigation for roadways shall include, but not be limited to:
 - a. One 5-FDOT auger boring per 100 feet per 2 roadway lanes.
 - b. One 20-FDOT auger boring per 500 feet of alignment.
 - c. Soil samples for laboratory soil testing will be obtained on a minimum frequency of 3 samples per stratum per mile.
 - d. Soil samples for pipe corrosion testing will be obtained on a minimum frequency of 1 sample per stratum per 2,000 feet of alignment.
 - e. Pavement cores will be obtained per the Pavement Coring and Evaluation Procedure.
 - f. Use USGS and SCS maps to identify areas of organic soils.
 - g. Determine the vertical and horizontal extent of compressible strata (i.e. muck, peat, clay, etc.).

The following boring and testing frequency will be performed for exploration of stormwater management areas:

- h. A minimum of two 20 foot deep auger borings and 1 field permeability test per stormwater pond.
- i. Auger borings and field permeability tests every 500-feet in exfiltration trench areas.

- j. Double ring infiltrometer tests every 500-feet for swale areas.
2. Laboratory Testing (Roadways and Structures): All laboratory testing will be performed in accordance with Florida Sampling and Testing Methods or ASTM or by related directives. Laboratory testing may include the following as required by the needs of the project:
- a. Organic Content(FM 1-T 267)
 - b. Consolidation(FM 1-T 216)*
 - c. Moisture Content(FM 1-T 265)
 - d. Triaxial(FM 1-T 234)
 - e. Sieve Analysis(FM 1-T 88)
 - f. Corrosion Series(BM&R 5/20/86)
 - g. Particle Size Analysis with hydrometer(FM 1-T 88)
 - h. Limerock Bearing Ratio(FM 5-515)
 - i. Aggregate Gradation(FM 1-T 30)
 - j. Specific Gravity(FM 1-T 100)
 - k. Bitumen Extraction(FM 1-T 164)
 - l. Torvane Sensitivity
 - m. Unconfined Rock(ASTM 0-2938)
 - n. Atterberg Limits(FM 1-T 89/90)
 - o. Splitting Tensile (ASTM 0-3967)
- * With an unload/reload cycle near the preconsolidation pressure.
3. Roadway Report: The roadway report shall include, but not be limited to:
- a. Copies of USGS and SCS maps with project limits and beginning/ending stations shown.
 - b. A report of tests sheet which summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Index 500 and 505.
 - c. Estimated seasonal high and/or low groundwater levels.
 - d. The design LBR value.
 - e. Permeability parameters for water retention areas/exfiltration trenches.

- f. The existing pavement section and asphalt composition for possible reuse or grade control, if warranted.
- g. A description of the site and subsoil conditions, design recommendations and a discussion of any special considerations (i.e. removal of unsuitable material, recompression of weak soils, estimated settlement time/amount, groundwater control etc.).
- h. An appendix which contains stratified soil boring profiles, laboratory test data sheets, design LBR calculations/graphs, and any other pertinent information.

In addition to the roadway report, the Consultant will also plot the stratified boring profiles on the original roadway cross-sections and have the Geotechnical Subconsultant review for completeness. A draft of the roadway report shall be submitted to the COUNTY for review prior to incorporation of the CONSULTANT'S recommendations in the project design.

4. Field Investigation - Structures: Typically the geotechnical investigation for structural foundations includes bridges, box culverts, retaining walls, sea walls, high-mast lighting, overhead signing and high embankment fills as required. However, there are no such structures with the Hollywood Blvd. corridor, therefore these services are excluded (not anticipated to be required).

SECTION VIII. DESIGN DOCUMENTS

A. Design Documents:

The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computations shall be recorded on standard size computation sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to the standard size. The data shall be in a hard back folder for submittal to the COUNTY.

Up to two copies of the design notes and computations shall be submitted to the COUNTY with the preliminary review plans. When the plans are submitted for final review, the design notes and computations corrected due to COUNTY comments shall be resubmitted. At the project completion, a final set of design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of plans and tracings.

The design notes and calculations shall include, but not be limited to the following data:

1. Design criteria used for the project.
2. Geometric design calculations for horizontal alignment that is not included in the quantity computation booklet.
3. Vertical geometry calculations.
4. Capacity analysis and intersection operational analysis.

5. Drainage computations.
6. Earthwork calculations not included in the quantity computation booklet.
7. Calculations showing project cost estimates.
8. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
9. Calculations of quantities.
10. All permit support documentation.
11. Justification for any variation from standards.

SECTION IX. QUALITY ASSURANCE/QUALITY CONTROL

1. CONSULTANT will take appropriate measures in accordance with standard engineering practice in order to provide internal quality control for preparation of all construction plans, surveys, drainage calculations, and other documents required by the project. The quality assurance measures to be taken by the CONSULTANT shall include;
 - a) Multiple internal staff reviews by experienced professional engineering and surveying personnel to ensure quality plans and compliance with the project requirements.
 - b) CONSULTANT is to keep detailed and organized records for all design aspects of the project, including design notes, minutes to all meetings held with County staff and other project stakeholders. And copies of all applicable data utilized or design of the project.
 - c) CONSULTANT is to provide quality control review meetings at the 30% design, 60% design, 90% design and 100% design stages for the project. CONSULTANT will provide updated plans, specifications (starting at 60% submittal), surveys, and costs estimates, along with other applicable data, for each of these design stage review meetings.
 - d) CONSULTANT is to keep a detailed and organized design calculations and quantity estimates booklet, and make this available to County staff when required.

SECTION X. FINAL DOCUMENTS

1. Consultant to provide 2 final certified hard copy sets of the site construction plans and all calculations booklets, along with a digitally certified copy and copies of all plans, surveys, reports and permits in pdf. format.
2. CONSULTANT is to provide Bid documents for Phase I construction.

EXHIBIT "B"

**BUSSEN-MAYER ENGINEERING GROUP, INC.
STANDARD HOURLY RATES**

<u>Position</u>	<u>Rate</u>
Project Manager	\$195.00
Project Engineer (P.E)	\$165.00
Engineering Intern	\$ 90.00
Staff Engineer (P.E.)	\$130.00
Engineer-Expert Witness	\$195.00
Engineering Technician	\$ 90.00
Surveyor (PLS)	\$127.00
2-Man Field Crew	\$135.00
3-Man Field Crew	\$165.00
Survey Technician	\$ 85.00
Ecologist	\$120.00
Senior CEI Inspector	\$100.00
Drafter	\$ 80.00
Clerical/Office Assistant	\$ 65.00

EXHIBIT "C"

Lump Sum Proposal

Hollywood Blvd. Widening Project (BMEG# 363403)

November 20, 2019

1 PRELIMINARY ENGINEERING & SURVEYING	\$	957,672	
2 FINAL ENGINEERING & SURVEYING	\$	2,482,530	
3 TRAFFIC ENGINEERING (LTG)	\$	237,700	
4 GEOTECH (ARDAMAN)	\$	35,000	
5 SOFT DIGS ALLOWANCE	\$	100,000	
6 ADDITIONAL TRAFFIC ENGINEERING ALLOWANCE	\$	35,000	
LUMPSUM \$ 3,847,902			

Via E-Mail: (scott@bmeg.net)

Ref: 4849.00

June 3, 2019

Joe Mayer
Bussen-Mayer Engineering Group, Inc.
100 Parnell Street
Merritt Island, Florida 32953

Re: Hollywood Boulevard Widening – Traffic Signal Design & Traffic Signal Warrant Study Proposal
West Melbourne, Florida

Dear Mr. Mayer:

LTG, Inc. (LTG) is pleased to provide the following proposal to conduct traffic engineering and transportation planning services on behalf of the proposed Hollywood Boulevard Widening (the PROJECT) located in the City of West Melbourne (the CITY), and Brevard County (the COUNTY), Florida. For purposes of this proposal/agreement, Bussen-Mayer Engineering Group, Inc. shall be referred to as the CLIENT. The Scope of Services (the SCOPE) describing LTG's work to be conducted under this Agreement is presented below.

SCOPE OF SERVICES

Task 1 - Traffic Signal Warrant Study

LTG shall complete a Traffic Signal Warrant Study (TSWS) for the intersection of Hollywood Boulevard at Imagine Way. The study shall be conducted as defined in the Florida Department of Transportation (FDOT) Manual on Uniform Traffic Studies. Included in the study will be eight-hour existing turning movement counts, 24-hour approach counts, photographs of the intersection, and an existing condition diagram. FDOT warrant forms will be provided and appendices will be attached to the study containing raw data. Due to the proximity to the Imagine Schools at West Melbourne charter school specific attention will be given to the collection of pedestrian counts and evaluation of Warrant 4 – Pedestrian Volume and Warrant 5 – School Crossing.

The study procedures, including data collected and recommendations, will be documented in a draft TSWS report and be provided to the CLIENT for review and comment. Once the CLIENT's comments have been addressed, LTG shall finalize the report and provide bound, signed and sealed copies for the CLIENT's records and for submittal to the COUNTY.

Task 2 - Design Traffic Study Update

LTG shall update the design traffic analysis studies conducted for the PROJECT in 2008 and 2011 and consolidate them into a single Project Design Study (PDS) with an evaluation of 2019 existing conditions and 2040 design year conditions. The PDS will include the following sections:

- Introduction – Presenting the study area, study procedures, and any roadway improvements identified by the Space Coast Transportation Planning Organization (SCTPO), FDOT, or the COUNTY within the area of influence of the study area that are funded for construction within the design year of the PROJECT.
- Existing Conditions – Presenting the results of a capacity analysis of each unsignalized intersection, signalized intersection, and each roadway segment under existing conditions. The existing conditions

analysis will also include Optical Time Domain Reflectometer readings along two 72 single-mode trunk lines along US-192 and Palm Bay Road. One test will begin at US-192 at Wickham Road and test east towards Hollywood Boulevard. One test will begin at Palm Bay Road at Wickham Road and test east towards Hollywood Boulevard. The results of the tests will be summarized in the report and the raw data provided in the appendices.

- **Model Structure** – Presenting the refinements required to calibrate the Central Florida Regional Planning Model version 6.1 to match existing volumes within the acceptable margin of error established by the FDOT.
- **Access and Safety** – Presenting the recommended access management criteria based on the functional classification and design speed of the roadway, and any improvements to the PROJECT recommended to alleviate identified safety concerns. LTG shall evaluate a noted concern regarding the southbound approach to Palm Bay Road at Hollywood Boulevard, where southbound drivers are tracking over the white markings denoting the north end directional island of the southbound right-turn auxiliary lane. The island is immediately south of the Interchange Center/Wal-Mart intersection.
- **Future Roadway Analysis** – Presenting the recommended clear-zone criteria, design speed, access management classification, lane configuration for each unsignalized intersection, signalized intersection, and roadway segment within the PROJECT, and the approach geometry for any roadway segments intersecting the PROJECT under the build scenario. The analysis will include the required roadway and intersection geometric recommendations to allow for realignment of Florida Avenue to meet at the existing intersection of Hollywood Boulevard and Wingate Boulevard. The protected/permissive warrants will be evaluated on all approaches of signalized intersections.
- **Conclusions** – Summarizing the study recommendations for build-out of the PROJECT.

Task 3 - Traffic Signal Design

LTG shall prepare a signed and sealed set of signalization plans for intersection modifications or complete reconstructions at the intersections of Hollywood Boulevard with:

- Palm Bay Road;
- Interchange Center/Wal-Mart;
- Imagine Way;
- Eber Boulevard;
- Florida Avenue/Wingate Boulevard;
- Fell Road;
- Henry Avenue, and;
- US 192/SR 500/New Haven Avenue.

The plans will be suitable for bidding and construction. The plans shall be prepared to the COUNTY's standards utilizing mast-arm structures. The tasks involved in this process include design of the traffic signal, submission of the preliminary design for review and finalization of design plans including the incorporation of appropriate design review comments. It is understood that the final plans will be developed in English units using 11" x 17" plan size sheets at a scale of 1" = 40'. Each of the design tasks is detailed below.

Data Collection

The CLIENT shall provide LTG with topographic survey depicting existing conditions, including above ground and below ground utilities, suitable for preparing the traffic signal design (TSD). Plan coverage shall include the turn lanes and tapers for the intersecting roadways but shall not be less than 150 feet along each leg of the intersection. If additional design survey is needed to satisfy design need, said additional survey shall be provided by the CLIENT. The base plan shall be transmitted to LTG in both hard copy and electronic format (AutoCAD or Microstation) at a scale of 1:1. The base plan shall indicate

the proposed edge of pavement, lane utilization including pavement markings, any medians or sidewalks within the intersection, drainage appurtenances (inlets, ditches, storm drain pipes showing size and direction of run), manholes, the presence of any utility adjustments, and any roadway and sidewalk modifications. LTG shall prepare the traffic signalization plans package from this data.

Plans Preparation

LTG shall prepare the traffic signal plans package to include the following:

- A Key Sheet identifying the PROJECT name and location, Engineer of Record, the date of the design plan preparation, appropriate standards and specifications, revision block, and plan sheet table of contents;
- A Tabulation of Quantities Sheet summarizing the Florida Department of Transportation (FDOT) Pay Items and quantities included in the traffic plans;
- A General Note Sheet containing traffic signal design and installation notes;
- A Signalization Plan Sheet presenting the intersection layout in plan view, appropriate traffic signal design components including FDOT Pay Item Numbers and notes pertaining to the operation and modification of the traffic signals. The plan sheets shall not include pedestrian crossing improvements and associated signing and pavement markings (to be provided by the CLIENT);
- A Signalization Detail Sheet showing the existing utilities in relation to the proposed mast arm locations, controller assembly, and pedestrian pole locations;
- A Signalization Interconnect Sheet showing the interconnect cabling in plan view, appropriate ITS design components including FDOT Pay Item Numbers and notes pertaining to the installation of the interconnect conduit and cabling;
- A Splice Diagram Sheet presenting the splicing configuration of the intersections with the fiber optic trunk, and regional communication links.
- A Mast Arm Tabulation Sheet presenting the signal head locations, arm mounting heights, special instructions for pedestrian detectors, and overhead sign locations;
- A Mast Arm Table of Variables Sheet presenting the details for traffic signal pole fabrication and special foundation information, if applicable;
- A Guide Sign Worksheet presenting sign message details for fabrication; and

LTG shall provide up to five (5) design plan package sets to the CLIENT and COUNTY for subsequent review and comment at 60%, 90%, and 100% review stages.

Final Design Plan Preparation

Upon receipt of the CLIENT and CITY's review comments for each phase, LTG shall address each comment in writing and shall discuss the appropriate revisions to the plans with the CLIENT. Once the comments have been addressed, LTG shall submit to the CLIENT a revised draft traffic signal plans package for final review and comment. Once these comments are received, LTG shall address those comments and shall provide to the CLIENT one (1) reproducible plan set and up to five (5) signed and sealed plan sets.

Task 4 - Structural Analysis

LTG, or our subconsultant, shall evaluate the structural integrity of the proposed mast arm configuration using FDOT's *MastArm Program* software. *MastArm* utilizes procedures outlined in American Association of State Highway and Transportation Officials' (AASHTO's) *LRFD Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*. LTG, or our subconsultant, shall also determine the required foundation dimensions and specifications for each structure.

The structural analysis shall be submitted in Technical Memorandum format and signed and sealed by a qualified engineer. The information obtained in the analysis shall be used to develop the mast arm plan sheets.

Task 5 - Lighting Design Analysis Report

LTG shall develop a Lighting Design Analysis Report. The LDAR includes analysis and point-by-point photo metrics of each intersection. The LDAR will identify pole locations, luminaire type, mounting height and adjustments, wind loading, intersection and crosswalk lighting summaries, and conventional pole geometry. The lighting design analysis report includes a description of the applicable FDOT Lighting Design Criteria that will be used for the project, including the pole nominal height, luminaire photometric distribution type, arm length, pole arrangement and location.

Task 6 - Specifications Development

LTG shall review draft specifications provided by the CITY and make recommendations, as appropriate. FDOT's *Standard Specifications for Road and Bridge Construction* shall be the basis for specification preparation.

Task 7 - Task 6 – Procurement Assistance

LTG shall provide responses to bid questions submitted by prospective contractors during the procurement process.

Task 8 - Meetings & Teleconferences

LTG shall attend meetings as directed by the CLIENT on an as-needed basis up for up to ten (10) meetings.

SCHEDULE

LTG shall initiate the work effort immediately upon receipt of a properly executed contract/agreement, any specified retainer and site plan (collectively known as the AUTHORIZATION). LTG shall submit a draft TSWs report (Task 1) to the CLIENT for review and comment within five weeks of the receipt of the AUTHORIZATION.

LTG shall develop 60% TSD plans within six weeks of receiving the AUTHORIZATION and a suitable base plan. This effort shall include field verification of survey data and notation of any visible conflicts.

Subsequent review and re-submittals (90%, 100% and final) shall occur on four-week rotations such that LTG shall submit the next design stage within four weeks of receipt of COUNTY comments. LTG shall submit final signed and sealed plans to the CLIENT within two (2) days of authorization to do so.

LTG shall initiate Task 4 (Structural Analysis) upon receipt of 60% review comments from the COUNTY. LTG will coordinate with the CLIENT to authorize the geotechnical engineer to conduct SPT borings and subsurface utility exploration to commence upon receipt of 60% review comments. LTG shall submit the structural analysis concurrent with the submittal of 90% plans.

Task 5 (Specifications Development), Task 6 (Procurement Assistance) and Task 7 (Meetings & Teleconferences) will be conducted on an as-needed basis up to the budgeted task amount at the direction of the client.

COMPENSATION

Task	Fee
Task 1 – TSWS	\$ 8,400.00
- Counts Subconsultant	\$ 1,600.00
- Fiber Optic Subconsultant	\$ 2,900.00
Task 2 – Design Traffic Study Update	\$ 63,500.00
Task 3 – TSD	\$ 85,100.00
Task 4 – Structural Analysis	\$ 32,700.00
Task 5 – LDAR	\$ 6,900.00
Task 6 – Specifications Development	\$ 8,800.00
Task 7 – Procurement Assistance	\$ 23,500.00
Task 8 – Meetings (10 meetings)	\$ 4,300.00
Total	\$ 237,700.00

Any revisions to the SCOPE shall constitute ADDITIONAL SERVICES and will require modifications to the COMPENSATION and SCHEDULE and must be mutually agreed to by LTG and the CLIENT in writing. Revisions to the SCOPE may be conducted on a fixed-fee basis, if a fixed SCOPE can be determined, or on a time-and-expenses basis according to LTG's Standard Hourly Rate Sheet (see Attachment A) as shall be mutually agreeable to LTG and the CLIENT. Payment to LTG of fees under this contract must be kept current in order for LTG to continue work under this agreement as identified in LTG's Terms of Agreement (see Attachment B). Additional copies of the plans or final report shall be provided for a "per copy" fee of \$25.00.

RESPONSIBILITIES OF THE CLIENT

The CLIENT shall be required to perform the following in order for LTG to maintain the PROJECT SCHEDULE:

- Provision to LTG of a properly executed contract **PRIOR** to LTG performing services identified;
- Provision by the CLIENT to LTG of the existing survey. Any changes to the existing conditions affecting the need for the traffic signal modifications (changes to the plan affecting LTG's work shall constitute ADDITIONAL SERVICES and shall require changes to the SCOPE, SCHEDULE and COMPENSATION);
- Provision to LTG of Subsurface Utility Explorations and Geotechnical Explorations;
- Advance notice of meetings requiring LTG staff attendance; and
- Payment of LTG invoices as defined in Attachment C.
- Timely payment of invoices as described in Attachment B; and
- Advance notice of meetings requiring LTG staff attendance.

SERVICES NOT INCLUDED

In addition to any other task not specifically identified in the SCOPE, the items listed below would constitute ADDITIONAL SERVICES and would require written mutual authorization, including changes to the SCHEDULE and COMPENSATION, by LTG and the CLIENT prior to initiation of said additional work:

- Traffic signal timings;
- Electrical design;
- Survey;

Joe Mayer
June 3, 2019
Page 6

- Utility adjustment design;
- Signing and paving markings other than those required for traffic signal control (i.e., STOP lines, turn arrows and pedestrian crossings);
- As-built drawing preparation;
- Modifications to the base survey conditions resulting from suggested design changes occurring subsequent to LTG receiving authorization to proceed;
- Preparation of more than a single plans package;
- Geotechnical engineering;
- Response to more than two (2) round of TSWS comments; and
- Analysis of more than the number intersections or of turning movement counts identified in the SCOPE.

ACCEPTANCE OF TERMS

If the preceding SCOPE and terms are satisfactory, please sign below indicating your agreement to the content and return this Agreement to LTG, in its entirety, as authorization to proceed.

Sincerely,

LTG, INC.



Gil Ramirez, PE
Vice President

Enclosures: Attachment A - Standard Hourly Billing Rates
Attachment B - Terms and Conditions of Agreement

As a condition of this Agreement, the CLIENT agrees to accept LTG's Standard Terms and Conditions of Agreement attached hereto as Attachment B and made a part of this Agreement. In signing, the signatory affirms that he/she is duly authorized, on behalf of the CLIENT, to enter into this Agreement.

LTG, INC.

BUSSEN-MAYER ENGINEERING GROUP, INC.

By:  _____

By: _____

Name: Gil Ramirez, PE

Name: _____
(Please type or print)

Title: Vice President

Title: _____

Date: June 3, 2019

Date: _____

ATTACHMENT A
Standard Hourly Billing Rates
Effective September 1, 2018

BILLING CODE	LABOR CATEGORY	HOURLY RATES
1	Chief Engineer	\$ 235
2	Sr. Project Manager	\$ 185
3	Project Manager	\$ 160
4	Sr. Engineer/Sr. Planner	\$ 130
5	Project Engineer/Project Planner/Project Coordinator	\$ 115
6	Sr. Engineer Intern	\$ 105
7	Engineer Intern/Planning Intern/Sr. Transportation Analyst	\$ 85
8	Sr. Designer	\$ 105
9	Designer	\$ 65
10	Sr. Technician/Technical Writer/Transportation Analyst	\$ 75
11	Technician	\$ 40
12	Administrative Assistant	\$ 55
13	Secretary	\$ 40
14	Comptroller	\$ 90
15	Executive Admin	\$ 65
16	Student Intern	\$ 40
17	Business Development	\$ 80
COURT TESTIMONY		
40	Actual Testimony	\$ 400
40	Preparation Time	\$ 400

ATTACHMENT B
Terms and Conditions of Agreement
Effective October 1, 2018
(Page 1 of 2)

This engagement of Lassiter Transportation Group, Inc. (LTG) by Client is under the following terms and conditions and is an integral part of the collective Agreement between CLIENT AND LTG.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of the Proposal.
2. Payment to LTG is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. LTG's current Standard Hourly Billing Rates (Attachment A) in effect at the time work is performed will be used to determine hourly charges.
4. All schedules set forth in the attached Scope of Services commence upon receipt of a signed agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF N/A IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.
5. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required will be established at that time.
6. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1 ½ percent per month. Invoices will be rendered on an LTG standard form. Any special formats requested by the CLIENT will require additional compensation.
7. Prior to releasing to the CLIENT any final work product resulting from any phase, task, subtask or portion of the services provided under this Agreement, LTG may, at its sole discretion, require payment for services rendered through the completion of the said work product.
8. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due to services rendered under this Agreement, LTG shall be entitled to full reimbursement of all such costs, including reasonable attorney fees, as part of this Agreement.
9. Invoice payments must be kept current for work to continue. If the CLIENT fails to pay any invoice due to LTG within 45 days of the date of invoice, LTG may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until LTG has been paid in full all amounts due LTG and/or any of its Subconsultants and Subcontractors. Furthermore, CLIENT agrees that LTG shall not be held liable for damages sustained by the CLIENT or others due to such suspension of services.
10. Professional Liability, General Liability, and Comprehensive Automobile Liability Certificates of Insurance will be furnished upon request. If the CLIENT requires insurance coverage of limits in excess of LTG's normal policies, and if it is available, CLIENT agrees to reimburse LTG for such additional expense.
11. The CLIENT and LTG shall at all times mutually indemnify and save harmless each other and their officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by, or alleged to have been sustained by, any person or entity, to the extent caused by the negligent acts, errors, or omissions of the other, the other's agents, employees or subcontractors in connection with the project.
12. For any damage on account of any error, omission or other professional negligence, LTG's liability will be limited to the fee received under this Agreement less third-party costs.

ATTACHMENT B
Terms and Conditions of Agreement
Effective October 1, 2018
(Page 2 of 2)

13. LTG shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control of, and without the fault or negligence of LTG. LTG reserves the right to renegotiate fees under this Agreement if the CLIENT causes a delay of more than six (6) months in the performance of any element of the SCOPE.
14. All documents including Drawings and Specifications prepared by LTG pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the CLIENT or others or extensions of the Project or on any other Project. Any reuse without written verification or adaptation by LTG for any other than the originally intended purpose will be at the CLIENT's sole risk and without liability or legal exposure to LTG, and the CLIENT shall indemnify and hold harmless LTG from all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting therefrom. Any such verification or adaptation by LTG shall entitle LTG to additional compensation at rates to be agreed upon by LTG and the person or entity seeking to reuse said documents.
15. In entering into this Agreement, CLIENT has relied only upon the warranties or representations (a) set forth in the Agreement, or (b) implied by law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between CLIENT and LTG.
16. All Direct Expenses incurred under this Agreement, unless otherwise stated, are not included in the COMPENSATION and shall be subject to a n/a percent multiplier.
17. The laws of the State of Florida govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Venue of any litigation based on this Agreement, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements or actions of any party with respect thereto shall be in Volusia County, Florida.
18. **WAIVER OF JURY TRIAL:** THE CLIENT hereby knowingly, voluntarily, and intentionally waives any right they may have to a trial by jury in respect to litigation based on this Agreement or arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto or thereto. This provision is a material inducement for LTG accepting and/or entering into this Agreement.
19. No covenant or term of this Agreement in favor of LTG shall be waived except by the express written consent of LTG, whose forbearance or indulgence in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by the CLIENT. Nor shall the waiver of a specific breach of any condition of covenant hereunder, constitute a defense or excuse for a future breach of the same or any other condition of covenant. LTG's failure to exercise any right or option granted hereunder should not be deemed or construed as a waiver by LTG of such right or option. Until complete performance by CLIENT of said covenant, term or condition, LTG shall be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence.
20. LTG does not guarantee the approval of LTG's work by public agencies nor does LTG guarantee the approval of the CLIENT's development or improvements. LTG does warranty its work effort and agrees to correct deficiencies noted in its work caused by LTG in a timely manner and in accordance with the SCOPE OF WORK at no additional cost to the CLIENT.
21. Any work performed pursuant to this Agreement shall entitle LTG to all lien rights afforded by Chapter 713, Florida Statutes.
22. LTG or CLIENT may terminate services, in writing, under this Agreement at any time. Payment for work performed per this Agreement up to the termination time shall be due without regard to the termination.

Attachment "B"



ADMINISTRATIVE ORDER

**Title: COORDINATION OF PUBLIC
RECORDS REQUESTS**

Number: AO-47
Cancels: 04/07/2010
Approved: 10/06/2015
Originator: County Attorney
Review: 10/06/220018

I. PURPOSE

Brevard County is committed to the requirements set forth in Chapter 119, Florida Statutes, governing access to public records, also known as the Public Records Law.

The purpose of this Administrative Order is to provide guidelines and procedures for all county administrative personnel, department directors and staff to assure compliance and uniformity with regard to the handling of requests for inspection and copies of public records not exempted by state law.

I. AUTHORITY

- A.** Chapter 119, Florida Statutes – The Public Records Act
- B.** BCC-22, Records Management Program
- C.** BCC-30, Cost of Copying Documents for the Public
- D.** BCC-33, Social Media Policy

II. DEFINITIONS

- A. Electronic Records** – any data files and databases, word processing files, spreadsheets, digital photos, voice and video recordings, electronically generated or maintained documents relating to county business and any other electronic messages relating to county business, including text messages, tweets, written communication on social networking websites, and email.
- B. Records Custodian** - an employee appointed by the director of each county department to oversee the management, retention and timely disposition of their records, whether maintained on-site, offsite, in electronic systems or stored at the Records Management Center; and assists in carrying out the requirements of Florida Statute 119.07.

- C. **Records Coordinator** - the individual appointed by the County Attorney to coordinate the responses of the departments to requests for public records that are received.
- D. **Requestor** – the person requesting to inspect and/or receive copies of public records.
- E. **Redacting** – to electronically conceal or manually black out from a copy of an original public record any information deemed confidential or exempt from disclosure by statute.
- F. **Public Records Request Tracking Software** - a software program utilized by County staff and monitored by the appointed Records Coordinator to assist staff in assuring records requests are timely addressed.

III. **WHAT IS A PUBLIC RECORD?**

Section 119.011(1), Florida Statutes, defines “public records” as “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 by the county.

A. Public records include (but are not limited to):

1. All paper documents maintained by county employees or county officials, including any archived documents stored in private or public facilities.
2. All Electronic Records relating to county business whether generated on work or home computers, phones, or other electronic devices including, but not limited to, email, text and voice mail.
3. All materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge.
4. Draft documents, whether on paper or electronic, once they have been sent to or circulated to another person or persons.

B. The following are not public records:

1. Personal emails that do not involve official business of the county.
2. Draft documents that have not been circulated to another person or persons.
3. Personal notes concerning county business unless they are circulated or sent to others or if they were taken with the intention to perpetuate, communicate, or formalize knowledge.

IV. RESPONDING TO A PUBLIC RECORDS REQUEST

A. General Employee Responsibilities

- 1. Notify the department's Records Custodian of the request.**
- 2. Respect the requesting party's rights under the law,** including his or her right to remain anonymous. A requestor is not required to provide any identifying information, nor is the party required to put a request for public records in writing. The requestor can be asked for contact information, but if the requestor declines to give such information, it cannot be required. Any inquiry after that should be how to contact the requestor or have the requestor contact the employee about payment of any authorized deposits/fees or to pick up the records.
- 3. Refer the requestor to a location on Brevard County's website whenever possible.** In cases where the county's website hosts the same records as those requested, such as recordings of board meetings or presentations, providing a link to the specific webpage should be sufficient and may be more convenient and cost-effective for the requestor. **Do not simply provide a link or direction to the website. Take steps to: (1) ensure that the requesting party is able to access the relevant portion of the website; and (2) confirm that the information on the website is fully responsive to the request made.**
- 4. Follow approved procedures for processing public records requests,** which are outlined in this Administrative Order.

B. DEPARTMENT DIRECTOR RESPONSIBILITIES

- 1. Appoint an employee to be the Records Custodian for the department.**
- 2. Support the Records Custodian and other employees in fulfilling requests made and ensure they have appropriate training.** Fulfilling public records requests is a legally required part of the job of every County employee.
- 3. Follow approved procedures for processing public records requests,** which are outlined in this Administrative Order.

C. RECORDS CUSTODIAN RESPONSIBILITIES

- 1. Be knowledgeable about public records tracking software program.** A user manual for Records Custodians will be made available. It is important that Records Custodians understand how to enter requests into the program so that the County can track, and efficiently fulfill all records requests.
- 2. Direct the Requestor to the correct department for the records.** Sometimes, Requestors might approach the wrong department for records. If the records sought are being held by another department, the Requestor should be directed to the appropriate department. **If a record sought has an unknown origin, contact the Records Coordinator.**
- 3. Contact the Records Coordinator if a request might include records outside the department.** The Records Coordinator exists to facilitate multi-departmental requests. Do not hesitate to contact the Coordinator for assistance.

4. **Contact the Records Coordinator if a request includes emails.** The Office of the County Attorney and Information Systems are the only two departments with the capacity to comprehensively search county email. As a result, the Record Custodian may have to go to the Office of the County Attorney to review the results of such email searches performed.
5. **Make all non-exempt records available**, in their original format, for inspection and/or copying within a reasonable timeframe of the original request. **There are many exemptions and the county is required to invoke them when applicable.** If a department is unsure as to whether certain information is exempt under Florida law, contact the County Attorney's Office for clarification.
6. **In writing, acknowledge a request has been received and, if needed, clarify the request.** Many requests require clarification. Communicating with the requestor often will result in a more focused request that involves less time and expense to respond.
7. **Follow up on records requests promptly.** When the request is for particular records that are readily available, a best practice is to make them available to the requestor as soon as possible. In other cases, let the requesting party know when the records will be available for inspection, or that extensive research will be required.
8. **Charge requestors for the cost of duplication and for extensive staff time.** Extensive staff time is defined as any time after the first one-half hour that it takes to research, gather or process the public records request, as well as the time spent with the requestor to review the records.
9. **Provide the requesting party with a cost estimate prior to fulfilling his or her request.** This estimate should include the cost of the time required for redacting any exempted information as well as the time spent reviewing emails generated through the IT department.
10. **Refer to the attached *Public Records Request Fee and Cost Schedules* to quote, estimate and invoice for the costs associated with the public records request.**
11. **Collect 50 percent of the fees for the estimated duplication and staff time fees upfront before starting the work to gather or research or duplicate records.** Collect the remaining balance prior to release of the records, or reimburse any amount necessary should the amount collected be more than the actual cost of resources used.
12. **Close any open requests after 30 days with no contact with the requestor.** If a requestor has not been in contact with the department for more than 30 days after an letter /email is sent with deposit information or requesting clarification of the request, the department should close the request. The initial letter/email to the requestor should advise the requestor that if the County does not receive a response within 30 days of the letter/email, it will be assumed that the requestor does not wish to proceed with the request and the request will be considered closed. When closing the request, the Records Custodian should, if possible, send a written communication to the requestor notifying the requestor that the request has been closed. This communication should also inform the requestor that the request can be renewed at any time if desired.

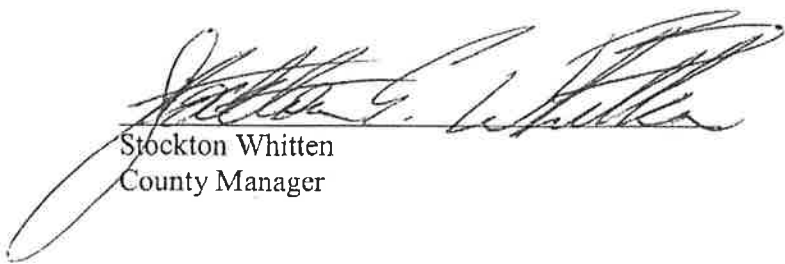
13. **Provide for and supervise all inspections of original or master copies of public records** to prevent damage, loss or alteration.
14. **Maintain a record of the request and its resolution.** Update the public records request tracking program on a regular basis to provide the status of the request until closed by providing the records or by notification to requester that request was closed based on lack of communication or failure to provide deposit after thirty or more days of initial contact from Records Custodian/Coordinator. Status updates would include a summary of contacts between a custodian and requestor that result in a revised request and how it was revised.
15. **Update the public records tracking software to note the location of the County's copy of what was provided in response to the records request.**
16. **Maintain public records in accordance with the dictates of BCC-22.**
17. **Follow approved procedures for processing public records requests,** which are outlined in this Administrative Order.

V. COUNTY ATTORNEY SUPPORT FEE

If the County Attorney's Office, or its appointed Records Coordinator, spends more than five (5) hours with a given department in ensuring a request gets fulfilled, the department will be assessed a \$200/hour fee for the support provided by the County Attorney's Office.

V. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved to the County Manager.



Stockton Whitten
County Manager

October 6, 2015
Date

Public Records Request Fee Schedule*

Those seeking copies of public records will be charged only the actual costs of making copies. However, if the nature or volume of the request requires extensive use of technology or clerical assistance by county staff, the county may charge, in addition to actual cost of duplication, an additional special service charge in accordance with Chapter 119(4)(d), Florida Statutes, and paragraph V.C.7 above.

Professional Rate ¹	Administrative Rate ²
\$16.26/hr	\$9.44/hr

Public Records Cost Schedule*

As of the date of this revision of AO-47, the uniform fee for copies to be charged by all departments is as follows, unless otherwise provided by law:

Media	Cost
Paper: First 30 pages per month	Free
Paper: 11x8.5 or less - one-sided	.15
Paper: 11x8.5 or less - two-sided	.20
Paper: 14x8.5 or less - one-sided	.15
Paper: 14x8.5 or less - two-sided	.20
Paper: 11x17	.25
Media Storage Devices (Flash Drives, CDs, DVDs, VHS, etc.)	All actual cost of the media storage device and any associated sleeve/packaging. Actual mailing costs must be charged rather than a flat fee. Mailing costs include jewel case and padded mailing envelope, subtracting the sleeve cost, plus postage.
Postage	Large orders or those to be mailed out of country will be weighed and calculated individually, using www.usps.gov for postage rates.
Copy Service Costs	Any unusually large volume of copying that requires the documents to be sent to a copy service for reproduction will be billed to the requestor based on the actual cost to the county.

¹ Professional rate is calculated as the lowest professional rate County-wide, with "professional" determined by the EEO designation, as shown in the Pay and Classification Plan (updated September 28, 2013). Also, the Agriculture and Extension department wages are partially paid by the University of Florida (UF). Accordingly, that department's pay rate was not considered in making this calculation.

² The Administrative rate is determined by the lowest clerical rate County-wide, with "clerical" determined by the EEO designation, as shown in the Pay and Classification Plan (updated September 28, 2013).

*Fee and Cost Schedules approved by the Board of County Commissioners on October 6, 2015.