

I.B.2



AGENDA REPORT
March 6, 2018

SUBJECT:

Approval RE: Permission to Solicit Request for Qualifications (RFQ)/Bids for Design/Engineering Services and Construction; Approve and Authorize the Chair to Execute Florida Department Of Transportation (FDOT) Local Agency Program (LAP) Agreements and Resolutions for the Design and Construction of the Florida Coast to Coast Parrish Park Trailhead – District 1

FISCAL IMPACT:

FY 17/18 \$250,000 LAP funding to the County for design. FY 19/20 \$2,000,000 LAP funding to the County for construction. Annual maintenance costs are estimated at \$30,000 from Fund 1010/Cost Center 250010.

DEPT/OFFICE:

Parks and Recreation

REQUESTED ACTION:

It is requested the Board authorize the advertisement, and award of the Request for Qualifications (RFQ) for Design/Engineering Services and award the construction bid for the Florida Coast to Coast Parrish Park Trailhead. Additionally, it is requested the Board authorize the Chair to execute the RFQ/bid contracts and the forthcoming FDOT LAP Agreements and Resolutions. Further, it is requested the Board approve any Budget Change Requests associated with this action and authorize the Chair to execute all necessary documents, agreements and resolutions related to this project contingent upon review and approval by the County Attorney and Risk Management.

SUMMARY EXPLANATION and BACKGROUND:

FDOT has programmed \$250,000 in funds for the design engineering phase of the Florida Coast to Coast Parrish Park Trailhead FPN 441778-1 in the Department's FY 2019 Budget and \$2M for construction in the Department's FY 2021 Budget. The federal funding for this project is provided by the Federal Lands Access Program (FLAP) Grant. The project limits are just off SR 406 along the causeway from approximately the east end of the A. Max Brewer Bridge to the entrance of Merritt Island National Wildlife Refuge. The design of the trailhead will include features such as a parking lot, a one-way travel lane with adjacent on-street parking areas, sidewalks, a multi-use path, lighting, landscaping, associated improvements and site amenities.

In accordance with BCC-25 Procurement Policy, Board approval is required for solicitation and award of RFQ/Bids for projects \$100,000 or above when not previously approved by the Board. This project was not included in the Parks and Recreation FY 2017/2018 Five-Year Capital Improvement Plan, because at the time of budget preparation, the grant was not funded. In order to meet FDOT's project timeline, staff needs to advertise the RFQ and proceed with the selection process. The LAP Agreement for the design phase will be submitted to the County in the upcoming months. Upon review and approval by the County Attorney and Risk Management, the Chair will execute all necessary documents, agreements and resolutions as required for this project.

ATTACHMENTS:**Description**

No Attachments Available

REVIEWERS:

Department
Central Services
Parks and Recreation

Reviewer
Camarata, Teresa
Donner, Mary Ellen

Jim Liesenfelt
 Interim Asst. County Manager
 Frank Abbate
 County Manager

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

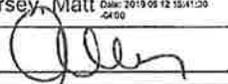
SECTION I - GENERAL INFORMATION

1. Contractor: FDOT	
2. Fund/Account #:	3. Department Name: Parks & Recreation
4. Contract Description: Supplemental Agreement: 441778-1-38-01 Parrish Park Trailhead	
5. Contract Monitor: Melissa Renninger	7. Contract Type:
6. Dept/Office Director: Mary Ellen Donner	GRANT

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Renninger, Melissa <small>Digitally signed by Renninger, Melissa Date: 2019.09.12 13:10:44 -0700</small>	09/12/2019
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2019.09.12 13:41:20 -0400</small>	09/12/2019
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		9/12/2019

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

Meeting Date
March 6, 2018



AGENDA	
Section	Consent
Item No.	

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval RE: Permission to Solicit Request for Qualifications (RFQ) for Engineering Services; Approve and Authorize the Chair to Execute Florida Department Of Transportation (FDOT) Local Agency Program (LAP) Agreement and Resolution for the Feasibility Study for the North Merritt Island Pioneer Trail – District 2
DEPT/OFFICE:	Community Services Group / Parks and Recreation

Requested Action:

It is requested the Board authorize the advertisement and award of the Request for Qualifications (RFQ) for the Feasibility Study of the North Merritt Island Pioneer Trail. Additionally, it is requested the Board authorize the Chair to execute the RFQ contract and the forthcoming FDOT LAP Agreement and Resolution. Further, it is requested the Board approve any Budget Change Requests associated with this action and authorize the Chair to execute all necessary documents, agreements and resolutions related to this project contingent upon review and approval by the County Attorney and Risk Management.

Summary Explanation & Background:

FDOT has programmed \$250,000 in funds for the Feasibility Study of the North Merritt Island Pioneer Trail FPN 442554-1 in the Department's FY 2019. The study will evaluate the feasibility of the North Merritt 12' multi-use trail segment of the East Coast Greenway in Brevard County. The purpose of the study is to determine the trail's future alignment, examine environmental factors, reduce drainage impacts, limit right-of-way acquisition, and ensure safety of trail users. The study will also identify two potential locations for future trailhead facilities. Furthermore, the study will refine the alignment's connectivity to future SR 528 multi-use trail (south end), SR 405 NASA Causeway (north end), and to the existing 1.1 mile Island Pioneer Trail (George Hamilton Trail) segment within King's Park.

In accordance with BCC-25 Procurement Policy, Board approval is required for solicitation and award of RFQ/Bids for projects \$100,000 or above when not previously approved by the Board. This project was not included in the Parks & Recreation FY 2017/2018 Five-Year Capital Improvement Plan because at the time of budget preparation the grant was not funded. In order to meet FDOT's project timeline, staff needs to advertise the RFQ and proceed with the selection process. The LAP Agreement for the design phase will be submitted to the County in the upcoming months. Upon review and approval by the County Attorney and Risk Management, the Chair will execute all necessary documents, agreements and resolutions as required for this project.

Fiscal Impact: FY 17/18/19 \$250,000 LAP funding to the County for the feasibility study.

Clerk to the Board Instructions:

Exhibits Attached:

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager Frank Abbate	Assistant County Manager John P. Denninghoff	Department Director / Extension Mary Ellen Donner, Parks & Recreation Director X52046 <i>Mary Ellen Donner</i>
	Interim Assistant County Manager Jim Liesenfelt	Teresa Camarata, Central Services Director X 52543



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

March 7, 2018

M E M O R A N D U M

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item II.B.2., Permission to Solicit Request for Qualifications (RFQ)/Bids for Design/Engineering Services and Construction; and Approve and Authorize the Chair to Execute the Resolutions and Local Agency Program (LAP) Agreements with Florida Department of Transportation (FDOT) for Design and Construction of the Florida Coast to Coast Parrish Park Trailhead

The Board of County Commissioners, in regular session on March 6, 2018, authorized the advertisement and award of the RFQ/Bids for Design/Engineering Services and award the construction bid for the Florida Coast to Coast Parrish Park Trailhead; authorized the Chair to execute the RFQ/Bid contracts and the forthcoming FDOT LAP Agreements and Resolutions; authorized the Chair to execute all necessary documents, agreements, and resolutions related to this project contingent upon review and approval by the County Attorney and Risk Management; and approved any Budget Change Requests associated with this action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

cc: Central Services Director
Finance
Budget



Parks and Recreation Department



**Agreement to Amend and Extend
Engineering Design Services Contract
Florida Coast to Coast
Parrish Park Trailhead**

This Agreement made by and between the **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida (hereinafter referred to as "County"), and **CPH, Inc.** (hereinafter referred to as "Contractor"), a Florida Profit Corporation licensed to do business in the State of Florida.

Witnesseth:

Whereas, the parties hereto have previously entered into a Contract on May 30, 2019 under Contract Number 4349; and

Whereas, the County requires continued engineering services for the design of the Florida Coast to Coast Parrish Park Trailhead; and

Whereas, On May 13, 2020 the County accepted an extended design schedule of Four Hundred Fifty-Three Days; and

Whereas, On June 26, 2020 the County accepted an extended design schedule of Five Hundred Ninety-Nine days; and

Whereas, the parties hereto desire to amend and extend the Agreement.

Now, Therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Contract by this reference.
2. Section 4 – Time of Completion is hereby amended and replaced and shall read as follows:

The services to be rendered by the Contractor shall commence upon receipt of a written Notice to Proceed from the County subsequent to the execution of the Contract and shall be completed within **Six Hundred and Eighty-Three days**.

A reasonable extension of time shall be granted in the event there is a delay on the part of the County in fulfilling its part of the contract or should weather conditions, acts of God or hidden conditions delay performance of the engineer's duties. Such extensions of time shall be the sole remedy of the Contractor for such delays, and the Contractor will not be entitled

to any damages or any claim for extra compensation.

3. Exhibit "A" of the Contract is hereby stricken in its entirety and replaced with a revised Exhibit "A", a copy of which is attached to this Agreement to Amend and Extend, Engineering Design Services Contract, Florida Coast to Coast Parrish Park Trailhead and made part thereof by this reference
4. Exhibit "B" of the Contract is hereby stricken in its entirety and replaced with a revised Exhibit "B", a copy of which is attached to this Agreement to Amend and Extend, Engineering Design Services Contract, Florida Coast to Coast Parrish Park Trailhead and made part thereof by this reference.
5. Section 5 – Compensation is hereby amended and replaced and shall read as follows:

The County agrees to pay and the Contractor agrees to accept, for services rendered pursuant to this Contract, fees and other compensation based on a fixed price lump sum fee for each task of services performed as described in Exhibit "A" in the amount of **Two Hundred Fifty-Two Thousand Six Hundred Forty-Two Dollars and Fifty-One Cents.**

The fee for these services is the maximum cost to the County for all work performed by the Contractor for that task pursuant to the Scope of Services, Basic Services, described in Exhibit "A". Optional Services under this Contract shall, if requested, be compensated in accordance with the Scope of Services, Optional Services, as described in Exhibit "A". a determination of allowable cost is accordance with the Federal cost principles will be performed by the County for services to be rendered under this Contract.

6. All terms and conditions of said Contract not inconsistent with the provisions of this Agreement to Amend and Extend, shall remain in full force and effect.

(remainder of page left intentionally blank)

Attest:

[Signature]
Scott Ellis, Clerk of Court

Board of County Commissioners of
Brevard County, Florida

By: [Signature]
Rita Pritchett, Chair

As Approved by the Board on March 6, 2018

Reviewed for Legal Form and Content

[Signature] 11/17/2020
Robin B. Rogers

CPH, Inc.

By: [Signature] 11/24/2020
David Gierach, President Date

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 11/24/2020 by David Gierach, President, CPH, Inc., a
Florida corporation, on behalf of the corporation. He/she is personally known to me or has
produced _____ as identification.

[Notary Seal]

Notary Public



[Signature]
Name typed, printed or stamped
My Commission Expires: _____



Brevard County
Coast to Coast Trailhead at Parrish Park – Titusville
FPN: 441778-1-38-01
DESIGN SCOPE OF SERVICES

500 West Fulton Street
 Sanford, FL 32771
 Phone: 407.322.6841
 Fax: 407.330.0639

Change Order No. 1

CPH understands the BREVARD COUNTY (COUNTY) is requesting the design and preparation of construction documents for a trailhead along the Coast to Coast Trail at the Parrish Park site. The FDOT On-System project area is approximately ± 7 acres. The proposed trailhead will include the design of a linear parking lot with a one-way parking aisle, sidewalks, a multi-use path, lighting, landscaping, signage, pavement markings, and locations for future site amenities (restrooms, pavilions, etc.). The project limits are along SR 406 from approximately the east end of the A. Max Brewer bridge to the entrance of the Merritt Island National Wildlife Refuge. For this Class A on-system Local Agency Program (LAP) project, the design criteria and standards are the FDOT Design Manual (FDM) and the FDOT Standard Plans for Road and Bridge Construction. The below scope of services have been prepared based on the Scope of Work included in the RFQ and communication with County staff.

CPH has been requested by Brevard County to divide the Coast to Coast Trailhead at Parrish Park plans into to a Base-Bid, plus two Add Alternates due to the funding and estimated construction cost of the project. The below scope includes the original Design Scope of Services with additions and deletions, as required to modify the previously prepared plans and specifications. The compensation for the change order will utilize unused portions of the Caracara Study & Report, and the Structural Engineering phases of the original contract.

TASK 1 – PROJECT ADMINISTRATION AND MEETINGS

CPH will provide general project management, including, but not limited to communication and coordination with the COUNTY and subconsultants, preparation of meeting materials and meeting documentation, preparing project billing, and tracking project budget and schedule. This Task 1 scope also includes attendance at the project kick-off meeting, two (2) design review meetings, and two (2) public meetings with the area stakeholders. CPH, in coordination with the COUNTY, will attend two public meetings around the 30% design phase. CPH will coordinate with the County to identify the stakeholders, prepare meeting invitations, and mail the notifications. CPH will rely upon the County to identify and secure the meeting location.

Task 1 CO1 - CPH will provide general project management, including, but not limited to coordination with the COUNTY and subconsultants for preparing the modified plans and specs to develop the base-bid and add alternates.

TASK 2 – SURVEYING SERVICES

Surveying Services:

2.1 - Establish Right of Way Geometry:

- CPH will utilize the available FDOT CAD files of the geometry of the A. Max Brewer Memorial Parkway and the Coast-to-Coast Trail to depict the right of way alignment

for the project area (with appropriate authorization) (see area depicted in red on the attached "Survey Site Exhibit"):

- Field locate existing horizontal and vertical control to field verify provided geometry.
- Evaluation of ownership and encumbrances, i.e., title reports, are not included in this scope of services.

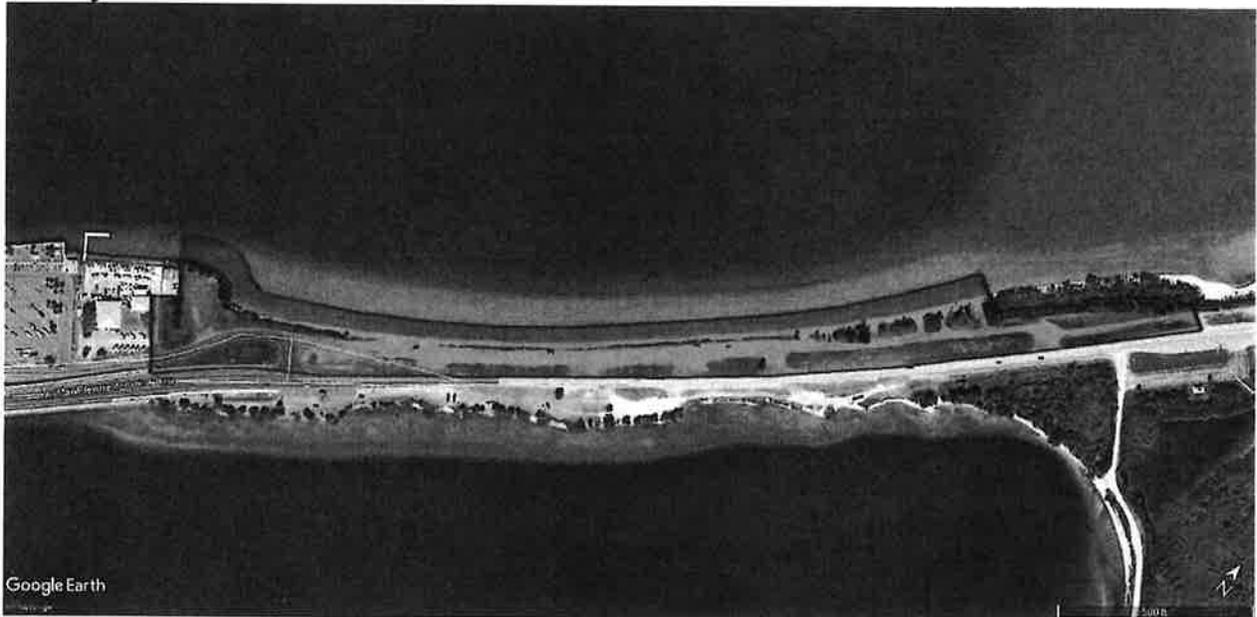
2.2 - Topographic Survey: Perform a Topographic Survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Collect topographic data at a 50' grid within the area in red offshore as depicted on the attached "Survey Site Exhibit".
- Collect topographic data at a 25' grid within the area in red onshore as depicted on the attached "Survey Site Exhibit".
- Location of existing above ground improvements and visible utilities within scope.
- Collect utilities locates as flagged by utility owner.
- Set four (4) on-site benchmarks.
- Establish grade contours at 1' intervals.
- Locate trees at diameter at breast height (dbh) within the area in red as depicted on the attached "Survey Site Exhibit".
- Locate wetland lines as delineated by CPH Environmental Scientist.

State Plane: The project coordinate system will be based on the provided FDOT information.

Benchmarks and Control: The project will be based on the provided FDOT information.

Survey Site Exhibit:



TASK 3 – CIVIL ENGINEERING DESIGN SERVICES

3.1 – Preliminary Design Phase:

CPH will perform a detailed field review of the site with the COUNTY to assess the proposed parking and trailhead improvements. CPH will prepare two (2) concepts that maximize recreational amenities and minimize environmental impacts. The concept will include preliminary layouts of the improvements, detailing the drive aisle and parking area (connecting to the existing access locations constructed by FDOT), existing trail improvements and proposed connectivity, stormwater improvements, lighting, locations for site amenities, and other associated elements of the project based on the initial field review.

CPH understands the County's desire for a balanced approach for the project in order to minimize environmental permitting with maximizing recreational opportunities. As such, CPH Environmental Scientists shall conduct the following to assist with the preliminary design phase and the avoidance and/or minimization of ecological impacts.

- Attend one (1) pre-application meeting with SJRWMD in the Palm Bay office to discuss permitting options and requirements.
- Attend one (1) pre-application meeting with the ACOE in the Cocoa office to discuss permitting options and requirements.
- Prepare draft figures depicting Submerged Aquatic Vegetation, Sensitive Environmental Resources, potential improvement areas, proposed impacts and discuss avoidance and minimization methods for the agency pre-application meetings.
- Prepare for and attend up to one (1) public meeting.
- CPH will show identified environmental features and potential impacts.

Based on COUNTY (District 1 Commission Office and North Brevard County Commission on Parks and Recreation) acceptance of the preliminary layout, CPH will prepare and submit the preliminary plans (30% Plans) to the COUNTY for review, and will make revisions to the plans as requested. The 30% Plans will be prepared on an 11"x17" sheet at a reasonable scale to clearly detail the proposed construction required to meet current design criteria and standards of the FDOT FDM and FDOT Standard Plans for Road and Bridge Construction for a Class A, on-system LAP project, ADA, and applicable environmental permitting agency criteria. The 30% Plans will consist of the typical plan sheets to portray the intent of the project at a 30% level.

3.2 – Final Design Phase:

Based on the COUNTY review of the Preliminary Plans, CPH will prepare 60% construction plans to clearly detail the proposed construction required to meet current design criteria and standards of the FDOT FDM and FDOT Standard Plans for Road and Bridge Construction for a Class A, on-system LAP project, ADA, and applicable environmental permitting agency. The plan set will consist of the typical plan sheets required for the permitting, bidding, and construction of a Class A, on-system LAP project.

Depending upon the environmental permitting timeline and effort determine in Task 3.1, and authorization from the COUNTY, CPH will specify and include a pre-manufactured ADA accessible non-motorized boat launch. Per FDOT criteria, no specific manufacturer will be specified. CPH structural engineers will provide the design for the boardwalk, platform, and gangway required to access the non-motorized boat launch facility.

CPH assumes the COUNTY will provide Division I Front End Documents for the advertisement and contractual agreement with a prospective contractor. CPH will reference the FDOT Standard Specifications, latest edition, for the project. CPH will prepare the Supplemental Specifications and Technical Special Provisions using FDOT Specs on the Web to incorporate the latest FDOT Specifications Sections 1-9 as modified for use by the Local Agency and to incorporate any revisions to the FDOT Standard Specifications. CPH will provide Technical Specifications for items not covered by the FDOT Standards Specifications. CPH will also prepare an Engineer's Estimate of Probable Cost (EEOPC) for the 60% and 90% Plans submittal. CPH will submit the 60% (or 90%) Plans, Technical Specs, and EEOPC to the COUNTY and FDOT for review, and will make necessary revisions as requested.

Based on the FDOT and COUNTY's 60% and 90% Plans Submittal reviews, CPH will coordinate with the COUNTY to incorporate the necessary revisions into the 90% and 100% plans (respectively). If revisions, change of scope as agreed upon by the COUNTY, are requested resulting in a change outside the control of CPH, requested revisions will be addressed as a change order. CPH will prepare the construction plan sheets, notes, and details to include plans as necessary to convey the intent and scope of the project for the purposes of construction.

Task 3 CO1 - Based on the COUNTY coordination, CPH will modify the 90% Plans to provide project match lines distinguishing the Base Bid Area (approx. STA 103+00 to STA 115+50), Add Alternate 1 (approx. STA 100+00 to STA 103+00, including the western parking area), and Add Alternate 2 (approx. STA 115+50 to STA 122+40). Additional details will be created to show the required construction if the Add Alternates are not released for construction. CPH will recalculate the quantities based on the abovementioned base-bid and add alternate bids.

CPH will modify the specifications package to account for the base bid and add alternates. CPH will also modify the Engineer's Estimate of Probable Cost (EEOPC) based on the revised quantities for the base-bid and add alternates. CPH will submit the 90% Plans, Technical Specs, and EEOPC to the COUNTY for review and will make necessary revisions as requested prior to the FDOT submittal.

3.3 ENVIRONMENTAL – PRELIMINARY TASKS

3.3.1 Wetland Delineation & Resource Identification

The limits of the wetlands shall be identified to determine if construction will result in impacts.

- Wetland Delineation: The approximate wetland limits shall be delineated in the field in accordance with methodologies outlined in Chapter 62-340, F.A.C. the *2008 Corps Interim Regional Supplement to the Corps Wetland Delineation Manual: Atlantic & Gulf Coastal Plain Region* and the U.S. Army Corps of Engineers (ACOE) *Corps Wetland Delineation Manual* (1987).
- Product: CPH scientists shall provide the surveyor or County with an aerial depicting the approximate wetland limits delineated in the field.
- Resource Identification: CPH shall locate sensitive environmental resources for the surveyor to locate (i.e., aquatic resources). Identification of resources during data collection will assist with project planning efforts to avoid impacts.
- Review: CPH scientists shall review the wetland and resource locations on the survey and communicate any revisions to the surveyor.

3.3.2 General/Preliminary Wildlife Assessment

A general wildlife survey and coordination with Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) shall occur to evaluate potential presence of listed species that may utilize the habitats within the project area.

- Public Data Base Research: CPH will review FFWCC and USFWS web based files and distribution mappings and review the Atlas of Breeding Sites of Herons and Their Allies (FFWCC) to identify recorded listed species within the project site. CPH will also review Florida Natural Areas Inventory web based files for the recorded presence of protected species within the project vicinity.
- Field Investigation: CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened, endangered, or special concern). The approximate location of all observed protected species shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statue 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
- Vegetation and Land Use: CPH will prepare a Vegetation and Land Use Map covering the project site. The mapping will follow Level III nomenclature of the Florida Land Use Cover and Forms Classification System (FLUCFCS). The approximate acreage of each classification will be tabulated for the site. The map will be digitized in ArcView 10.3 based on "desk top" interpretation of features evident on the aerial photography, correlation with soil types and field verification for each mapped classification. The dominant vegetation of each classification will be recorded.
- Report: CPH shall prepare a report summarizing the habitat & land use mapping, observed Protected Species, Regulatory Considerations and results of the Public Data Base search to assist with project planning. The County shall receive an electronic copy of the report and figures.

3.3.3 Preliminary Design Phase- Environmental Tasks

CPH understands the County's desire for a balanced approach for the project in order to minimize environmental permitting with maximizing recreational opportunities. As such CPH shall conduct the following to assist with the preliminary design phase and the avoidance and/or minimization of ecological impacts.

- Attend one (1) pre-application meeting with SJRWMD in the Palm Bay office to discuss permitting options and requirements.
- Attend one (1) pre-application meeting with the ACOE in the Cocoa office to discuss permitting options and requirements.
- Prepare draft figures depicting Submerged Aquatic Vegetation, Sensitive Environmental Resources, potential improvement areas, proposed impacts and discuss avoidance and minimization methods for the agency pre-application meetings.
- Prepare for and attend up to two (2) public meetings

TASK 4 – ELECTRICAL DESIGN SERVICES

CPH will provide the following design services for the roadway/trailhead lighting systems:

- Parking/Trailhead Lighting:
 - Includes Electrical Power to Trailhead lights

- Required Voltage Drop Calculations
- A means of control for the Lighting
- Photometric Analysis
- Scope includes the photometric analysis of up to three (3) light fixture selections (including bollard and pedestrian-level lighting pole heights) and one (1) design of the light system. A change order will be required if more than three lamp/pole combinations are requested to be analyzed, or the lamp or pole heights are modified by the COUNTY after a design phase submittal. CPH will rely upon the lighting manufacturer to provide the foundations designs.

Task 4 CO1 – CPH will modify the electrical design to ensure the lighting circuits are contained within the proposed base-bid area and add alternate in accordance with the Civil Engineering Plans. CPH will reevaluate the voltage drop calculations for the revised circuitry and recalculate the quantities on the abovementioned base-bid and add alternate bids.

TASK 5 – REGULATORY PERMITTING SERVICES

Upon receipt of the COUNTY's approval of the respective 60% plans listed above, CPH will prepare the permit applications and submittal packages to the following regulatory agencies:

- The St. Johns River Water Management District (SJRWMD) – It is anticipated that the SJRWMD Environmental Resource Permit (ERP) will be required to address the proposed improvements. An individual Permit is anticipated.
- Florida Department of Environmental Protection (FDEP) [including Sovereign Submerged Land and Trustees of the Internal Improvement Trust Fund (TIITF) easement] – Refer to Task 6
- Army Corps of Engineers (ACOE) – Refer to Task 6
- Florida Fish and Wildlife Conservation Commission (FFWCC) – Refer to Task 6
- U.S. Fish and Wildlife Service (USFWS) – Refer to Task 6

CPH will begin the coordination with regulatory agencies immediately following the approval for the 30% Plans by attending pre-application meeting. Upon completion of COUNTY and FDOT review of the 60% Plans, CPH will prepare and submit the Permit Application to the regulatory agencies. CPH will coordinate the processing of the applications through the regulatory agencies, attend meetings or conference calls with each of the regulatory agencies, submit the applications and supporting calculations and documents, provide responses to agency comments, and address any modifications to the plans requested by the Regulatory Agencies in order to meet current codes or requirements. Any modifications requested that are not code or design standards issues, or modifications requested by the permitting agencies that require significant plan revisions (as agreed upon by the COUNTY and CPH) will be addressed as a change order. Any other permits that may arise during the design or review process, and not outlined above, will be handled as a change order. CPH will pay all associated fees for application and will invoice the COUNTY as a Direct Expense for reimbursement of said permit and application fees. Estimated permit fees are listed in the Compensation section.

TASK 6 – ENVIRONMENTAL SERVICES

CPH environmental scientists shall provide all labor, material and equipment to perform the following services:

6.1 WETLAND IMPACT PERMITTING

An Individual Environmental Resource Permit (ERP) from SJRWMD will be required. Sovereign Submerged Lands (SSL) may apply, requiring coordination and approval with the Florida Department of Environmental Protection (FDEP) to verify limits of the existing Trustees of the Internal Improvement Trust Fund (TIITF) easement.

6.1.1 SJRWMD Permitting

CPH will prepare ecological elements of the St. Johns River Water Management District (SJRWMD) Individual Statewide ERP application. CPH shall prepare an Environmental Resource Permit Report for submittal to SJRWMD. CPH shall conduct the following tasks during the permitting process:

- Coordinate with the Project Engineer to produce permit sketches, 8.5" by 11.0" drawings that show environmental resources, wetland impacts, cross sections, and development plan (8 drawings/exhibits).
- Coordinate with the County and the Project Engineer as may be required in the preparation of the ecological elements of the Statewide Environmental Resource Permit (SWERP) application to SJRWMD.
- CPH shall coordinate with the County to obtain FDOT's signature on the SWERP application as the landowner.
- Unified Mitigation Assessment Methodology (UMAM): An analysis will be prepared of pre- & post-development wetland impacts following the UMAM as required by SJRWMD. The UMAM data sheets will document wetland conditions, alterations and general quality.
- Prepare a Post-Development FLUCFCS Map for purposes of the FDEP permitting. Mapping will follow the Florida Land Use Cover and Forms Classification System (FLUCFCS) (FDOT 1999).
- CPH shall utilize available preservation and enhancement mitigation opportunities on the project site. Mitigation Banks providing brackish/estuarine credits are not available, therefore if mitigation is required, CPH shall prepare on-site mitigation enhancement/restoration opportunities. Mitigation design consisting of construction level details shall be prepared including cost estimates, implementation schedule and monitoring protocol.
- CPH will prepare draft responses to two (2) Requests for Additional Information (RAI's) requested by SJRWMD regarding environmental comments.
- CPH shall advise and assist the County on any permit conditions, including mitigation, for the SJRWMD Permit. Upon SJRWMD permit issuance, CPH shall review the permit and provide advisement to the County on the type of post-permit tasks needed to remain in compliance with permit conditions. CPH shall prepare an advisory memorandum.

6.1.2 U.S. Army Corps of Engineers Permitting

Since the project is adjacent to coastal waters, the US Army Corps of Engineers (ACOE) permit may be reviewed by the National Marine Fisheries Service (NMFS) for direct impact (fill) or indirect impact (stormwater discharge) to Essential Fish Habitat (EFH). CPH will prepare a wetland jurisdiction determination (JD) package. For purposes of this determination, CPH will prepare documentation to be submitted with the ACOE's 8-page Form. The JD will be submitted as a part of the permit application request. This package of information will include the following:

- Site Location Map – a street map locating the site

- USGS Quadrangle Map - excerpt from map showing project boundary, section, township and range of the project and the latitude and longitude coordinates of the approximate center of the site
- Soils Map – tabulation of descriptions of soil types shown on the soils map excerpted from the County Soil Survey
- Preliminary Wetland Delineation – a print of the aerial photograph: 1) property boundary; 2) estimated jurisdictional wetland boundaries; 3) enumeration of each wetland;
- Wetland Studies Description - for each enumerated wetland a summary description of the wetland type and status (dominate vegetation, disturbance, etc.) as well as a discussion of contiguity, adjacency or isolation factors (e.g. distances from ditches and/or other waters)
- Data Form – a completed ACOE data form for each upland community type and each enumerated wetland
- Conduct an on-site meeting with the ACOE to review the JD package and delineated wetland boundaries. CPH anticipates one (1) day for this field meeting.

CPH shall prepare and submit an Individual Permit application to the ACOE to address any impact equal to or greater than 0.5 acres of wetlands under the regulatory jurisdiction of the ACOE. CPH shall modify the Environmental Resource Permit Report for submittal to ACOE to meet ACOE permitting requirements.

- Practicable Alternative Analysis: CPH will assist the County with the preparation of an analysis consistent with Sec 404.1(b) CFR. CPH will provide exhibits and graphics as may be necessary.
- Archaeological and Historical Resources: CPH shall review publicly available information for archaeological and historic resources within the project area and submit that information with the permit application. If required by permitting agencies or the FDOT, CPH shall provide a site specific cultural resource assessment report. This shall be an optional service.
- CPH shall coordinate with the County to obtain FDOT's signature on the federal application as the landowner.
- Provide a narrative description of direct, indirect and adverse cumulative impacts anticipated as a result of impacts to the wetlands.
- Unified Mitigation Assessment Methodology (UMAM): An analysis will be prepared of pre- & post-development wetland impacts following the UMAM as required by ACOE. The UMAM data sheets will document wetland conditions, alterations and general quality.
- The ACOE typically requires purchase of mitigation bank credits for wetland impact compensation. The available mitigation bank has freshwater credits only. It is assumed the ACOE will not accept mitigation bank credits from the mitigation bank as compensation. CPH shall prepare on-site mitigation enhancement/restoration opportunities. Mitigation design consisting of construction level details shall be prepared including cost estimates, implementation schedule and monitoring protocol.
- CPH will prepare draft responses to two (2) Requests for Additional Information (RAI's) requested by ACOE regarding environmental comments.
- In the event the project is exempt from ACOE permitting, CPH will assist the County with completing the Categorical Exclusion Checklist, including evaluating relevant Section 7 species to obtain concurrence from the USFWS/NMFS for certification.
- CPH shall advise and assist the County on any permit conditions, including mitigation, for the ACOE Permit. Upon ACOE permit issuance, CPH shall review the permit and

provide advisement to the County on the type of post-permit tasks needed to remain in compliance with permit conditions. CPH shall prepare an advisory memorandum.

6.1.3 Informal USFWS Consultation

CPH shall prepare a written request to USFWS requesting clearance from further obligations related to the Crested Caracara for the Parrish Park Trailhead Project as the project is in the USFWS Crested Caracara USFWS Consultation Area and a caracara nest is recorded by USFWS as within 1,000 feet of the project area. CPH shall communicate with the USFWS via email and telephone to expedite their determination on whether a caracara survey is required. CPH shall forward all correspondence from the USFWS to the County.

6.1.4 4(f) Evaluation

This project will require a 4(f) evaluation for the use of the park and construction of the trailhead. CPH shall evaluate the project area and proposed improvements the County decides to permit and prepare a report to comply with the 4(f) review. The proposed report shall have the following sections: applicability, evaluation of alternatives, findings, mitigation & minimization, coordination and approval procedures.

6.1.5 Crested Caracara Survey & Report

The crested caracara is listed as Threatened by the USFWS and FFWCC. The subject project is located within the Crested Caracara Consultation Area. Suitable nesting and foraging habitat is found within the subject project boundaries. CPH recommends conducting a caracara survey to determine species absence, or confirm species presence, starting on or before January 10th as the survey window would need to be postponed until January the following year thus delaying development approvals. The following tasks shall be performed:

- Coordinate with USFWS for review and approval of survey protocol.
- Surveys must start no later than January 10 and continue through April 30 to provide adequate data. If the survey starts after January 10, and no nest(s) are found, the survey may not be considered valid by the Service. Surveys considered invalid should be repeated the following nesting season using the latest Service protocol to ensure that early nesting birds were not missed.
- A complete survey of the project area consists of one survey session every two weeks of each observation block within the project area. CPH shall establish up to five (5) observation blocks for each two-week survey session. If a nest is found within an observation block prior to April 30, CPH shall begin Productivity Surveys as required by USFWS. A survey session is defined as a single survey within an identified observation block initiated at least 15 minutes prior to sunrise and lasting 3 hours.
- ~~If a caracara is sighted, CPH scientists shall document its activity (i.e., foraging, roosting, preening, territorial behavior, etc.) and its location on an aerial map. If a caracara is in flight, CPH scientists shall document on the aerial map the direction the bird came from, the direction it is flying in, and if it is carrying nesting material or food. All caracara observations shall be recorded on the field data sheets, including time of observation, number of birds, plumage (adult/juvenile), activity/behavior (e.g., perching, foraging, feeding, preening, courtship or territorial display, etc.), and nest stage (building, incubating, nestlings, fledglings), if applicable. CPH scientists shall also mark any potential or confirmed nest tree locations on the aerial photo, with GPS coordinates of the observation site and an estimate of the direction and distance of the nest from the observation point.~~
- ~~A single report of results will be prepared for the caracara field survey. The report will contain the following components:~~

- ~~Introduction:~~ Identification of site location; purpose of the survey; narrative summary of survey approved by USFWS.
- ~~Methods:~~ Summary description of survey methods; tabulation of survey dates and times; plots of vehicular and pedestrian survey routes (by date/direction).
- ~~Results:~~ Summary description of recorded observations, by species; tabulation of date, time, number of individuals, approximate location of each observation of targeted species; a plot of observed locations of birds and nests with each observation numbered to correspond to the tabulation (*Note: the report will not be a management plan*). The report will provide guidance to the Client regarding accommodating caracara protection in the post-development scenario, if required. Report Preparation shall also include the field data sheets and aerial mapping of observation locations and flight patterns. The report shall discuss regulatory considerations for the development of the subject property.
- ~~CPH anticipates the final report shall be completed by the end of May.~~
- ~~The County shall receive an electronic copy of the report of results.~~

6.2 Optional Environmental Services

6.2.2 Cultural Resources Assessment & Report

Conduct archival research using property records, USGS maps, Florida Master Site File literature and aerial photographs to determine previous documentation of any recorded prehistoric or historic cultural resources that may be present within the project boundaries. Conduct subsurface testing at prescribed intervals across the project area. Any cultural material found (artifacts) will be subjected to professional curatorial processing and analysis. A Cultural Resources Assessment survey report will be provided for submittal to relevant reviewing agencies to fulfill archaeological permitting requirements. The report will include a consultant summary, environmental setting, cultural summary, research summary, cartographic figures, photographic figures, methodology, results conclusions, recommendation and survey log documentation.

6.2.3 SJRWMD & ACOE Permitting - boardwalk, platform and gangway

CPH shall include the boardwalk, platform and gangway for non-motorized boat launch as part of the project improvements should the County decide based on the informational available that this recreational improvement will not prolong the permitting schedule. CPH shall include the following with the ACOE and SJRWMD permit applications.

- Provide a narrative description of direct, indirect and adverse cumulative impacts anticipated as a result of impacts to the wetlands to include the non-motorized launch.
- Unified Mitigation Assessment Methodology (UMAM): An analysis will be prepared of pre- & post-development wetland impacts following the UMAM as required by ACOE. The UMAM data sheets will document wetland conditions, alterations and general quality include the non-motorized launch.
- Coordinate with the Project Engineer to produce permit sketches, 8.5" by 11.0" drawings that show environmental resources, wetland impacts, cross sections, and development plan (4 additional drawings/exhibits) associated with the non-motorized launch.

TASK 7 – UTILITY COORDINATION

CPH understands the projects will require utility coordination for underground and overhead utilities. CPH will coordinate with the COUNTY, FPL, NASA, and other private utilities and

propose a design that minimizes conflict. CPH will perform a Sunshine One Call to identify the utility owners adjacent the site. CPH will furnish the 30% Plans to the identified utility owners to confirm shown locations or markup their approximate utility locations. CPH will provide the 60%, and 90% plan stages to the utility owners for review and confirmation of utility location. CPH will attend up to two (2) meetings with the COUNTY and utility owners to coordinate any required utility relocations. CPH will prepare Utility Adjustment Plans for any utilities requiring relocation to show the proposed location of said utility. CPH is not responsible for the design of private utilities or the cost of the relocated utilities. If COUNTY owned utilities (water, sewer, reclaim) are unavoidable, CPH can provide a proposal to design the relocation plans.

TASK 8 – GEOTECHNICAL SERVICES

CPH will utilize Universal Engineering Sciences (UES) (as a sub-consultant) to perform the geotechnical exploration. Please refer to the proposal as submitted by UES.

TASK 9 – LANDSCAPE ARCHITECTURE SERVICES

CPH will provide Landscape Architecture design services to implement a Trailhead for the project site as described in the Project Description above. CPH Landscape Architects will coordinate with the Project Team to provide one (1) rendering of the conceptual plan, and provide landscaping and hardscape element design consistent with design intent provided by the COUNTY to meet current design criteria and standards of the FDOT FDM and FDOT Standard Plans for Road and Bridge Construction for a Class A, on-system LAP project, and the City of Titusville Land Development Code. Hardscape elements include, but are not limited to, gateway sign element modification, signage design, locations for site furnishings including litter receptacles, benches, bike racks and water fountains, and decorative hardscape surface materials (COUNTY will install furnishings). CPH Landscape Architects will attend up to two (2) coordination meetings with staff and will attend two (2) public meetings.

CPH will prepare 30% Design Plans based on staff direction and coordination of the preliminary design, consisting of plan view sheets of the improvements, detailing the proposed trailhead improvements associated with the project. CPH will submit the 30% Design Plans to the COUNTY for review, and will make revisions to the plans as requested.

Based on the COUNTY's review of the 30% Design Plans, CPH will prepare 60% construction plans on 11"x17" paper at a reasonable scale to clearly detail the proposed construction required to meet current design criteria and standards of the FDOT FDM and FDOT Standard Plans for Road and Bridge Construction for a Class A, on-system LAP project, City of Titusville, and ADA criteria, including incorporating necessary revisions from the review.

Based on the FDOT and COUNTY's 60% and 90% Plans Submittal reviews, CPH will coordinate with the COUNTY to incorporate the necessary revisions into the 90% and 100% plans (respectively). CPH will also prepare Final Bidding Documents and Supplemental Specifications.

Task 9 CO1 – CPH will modify the landscape plans to identify the base-bid and add alternate in accordance with the Civil Engineering Plans. CPH will recalculate the landscape quantities based on the abovementioned base-bid and add alternate bids.

TASK 10 – BID PHASE SERVICES (Optional, If Needed)

CPH will assist in the bidding of the construction contract by attending the pre-bid meeting and responding to Requests for Information (RFI) during bidding of the project. This task will be performed and billed as an hourly, not-to-exceed service. Refer to the Compensation section (and attached Staff-Hour breakdown) of this proposal for the proposed fee.

TASK 11 – POST DESIGN SERVICES (Optional, If Needed)

Assuming a nine-month construction time frame, CPH proposes attendance at the pre-construction meeting; review of contractor shop drawings; respond to RFI during the construction phase; attendance at seven (7) construction meetings, which will also include monthly site inspections to ensure compliance with the approved plans to enable certification at time of project close out; attendance at the Substantial, and Final Walk-throughs; as-built drawing review (as provided by the Contractor's Florida Licensed Surveyor, signed & sealed); and provide project close-out certification. CPH understands the COUNTY or another consultant will be required to perform the Construction Engineering and Inspection (CEI services). This task will be performed and billed as an hourly, not-to-exceed service. Refer to the Compensation section (and attached Staff-Hour breakdown) of this proposal for the proposed fee.

RESPONSIBILITIES OF OTHERS

- The COUNTY shall guarantee access to and make provisions for CPH to enter lands as required by CPH to perform their work under this Agreement.
- It is understood that CPH, Inc. will perform services under the sole direction of the COUNTY or their designated representative. In the performance of these services, CPH will coordinate its efforts with those of other project team members and consultants as required. The COUNTY shall provide CPH with all project related information available including the existing land plan, property legal description, title work, boundary and topographic surveys, geotechnical investigation reports, etc. CPH will rely upon the accuracy and completeness of all COUNTY furnished information in connection with the performance of services under this agreement.
- The COUNTY shall be responsible for reimbursing CPH of all Direct Expenses (fees) associated with processing the SJRWMD, FDEP, ACOE, and any other applications. The estimated fees are shown in the Compensation section. Any fee required and not listed in the Compensation section will be invoiced to the COUNTY out of the Contract amount.

SERVICES NOT INCLUDED

The following services are not provided as part of this Scope of Services and will require an amendment if requested:

- Construction Engineering and Inspection Services
- Evaluation of ownership and encumbrances, i.e., title reports Right-of-Way or Easement acquisition services
- Permits or authorization not specifically mentioned in this Scope of Services
- Any other issues not specifically described in this proposal

COMPENSATION

Labor

CONSULTANT will perform the Scope of Services contained in this Agreement as identified on each task on a lump-sum basis, as identified in the corresponding task of the Scope of Services. The following is the breakdown of fees for each task.

COAST TO COAST TRAILHEAD AT PARRISH PARK - TITUSVILLE

BASIC SERVICES

Task	Task Description	Billing Method	Original Fee	CO1
BASIC SERVICES				
1.	Project Administration	Lump Sum	\$18,832.80	\$1,650.85
2.A	Surveying Services	Lump Sum	\$18,679.05	
3.1	Civil Engineering Design Services	Lump Sum	\$86,701.17	\$10,259.21
3.2	Structural Design (Sheet Pile)	Lump Sum	\$14,252.69	(\$4,275.82)
3.3	Environmental Svc – Prelim Tasks	Lump Sum	\$13,160.62	
4.	Electrical Design Services	Lump Sum	\$15,402.00	\$3,413.06
5.	Permitting	Lump Sum	\$7,502.44	
6. (6.1.1 - 6.1.4)	Environmental Services	Lump Sum	\$35,526.08	
6.1.5	Caracara Survey & Report	Lump Sum	\$15,839.40	(\$13,463.50)
7.	Utility Coord. / Relocation Plan	Lump Sum	\$3,045.83	
8.	Geotechnical Services	Lump Sum	\$6,500.00	
9.	Landscape Services	Lump Sum	\$11,808.15	\$2,034.07
Direct Expenses (Permitting Fees)				
	SJRWMD Individual Permit	Reimbursed	\$5,380.00	(\$1,380.00)
	Sovereign Submerged Lands App	Reimbursed	\$606.00	(\$606.00)
	Sovereign Submerged Lands Esmt	Reimbursed	\$606.00	(\$606.00)
	ACOE Permit	Reimbursed	\$100.00	
	<u>City of Titusville</u>	<u>Reimbursed</u>		<u>\$1,674.40</u>
	BASIC SERVICES TOTAL	Lump Sum	\$253,942.24	(\$1,299.73)
	CHANGE ORDER PROJECT TOTAL	Lump Sum		\$252,642.51

OPTIONAL SERVICES

3.2	Structural Services (Boardwalk, Platform, and Gangway)	Lump Sum	\$8,821.19	
6.2.2	Cultural Resource Assess & Report	Lump Sum	\$5,713.77	
6.2.3	SJRWMD & ACOE Permitting (Boardwalk, Platform, and Gangway)	Lump Sum	\$4,180.75	
10.	Bid Phase Services	Hourly	\$4,698.25	
11.	Post Design Services	Hourly	\$22,357.25	
	OPTIONAL SERVICES TOTAL	As Noted	\$45,771.21	

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, above utility relocation design fees, utility connection fees, review fees, etc., will be reimbursed by the COUNTY.

CONSULTANT will submit invoices on a monthly basis to the COUNTY for payment. Lump Sum tasks will be billed as percent complete. Reimbursable expenses are included in the fees stated above, except Direct Expenses listed above.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT
Change Order No. 1

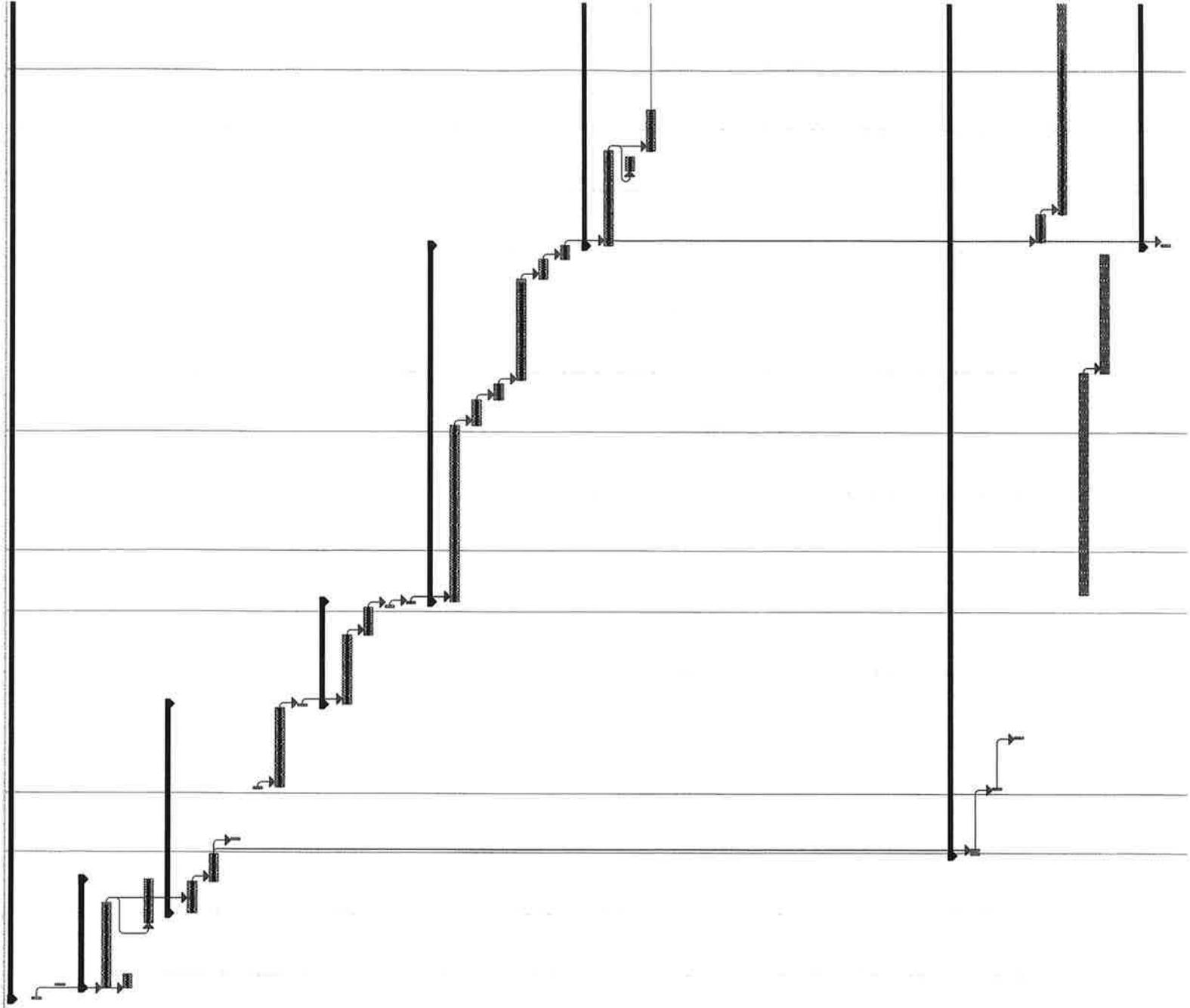
Name of Project: Coast to Coast Trail - Parrish Park Trailhead
County: Hernando
PPN: 44170-1-35-1

Start Classification	Sr. Project Manager	Sr. Project Manager	Sr. Project Manager (Preliminary/Revisions Design)	Project Manager P.E.	Sr. Project Engineer P.E.	Project Engineer E.I.	Sr. Design Technician	Design Technician	CAD Technician	Principal Landscape Architect	Landscape Architect	Landscape Designer	Principal Surveyor	Survey PRICADO	Field Crew Coordinator
1.1 - Project Management (assuming 12 mos.)	12	12													
1.1.001 - Project Management	12	12													
1.2 - Monthly Budget and Schedule Tracking, and Invoicing	4	20													
2.1 - Estimate Development (60% & 90% Reviews & 2 public)	15														
2.2 - Topographic Survey															
3.1.1 - Preliminary Design	2	4													
3.1.2 30% Plans	1	2													
3.2.1 Master Design File (Civil 3D)															
3.2.2 Key Sheet															
3.2.3 General Notes and Summary of Pay Items															
3.2.4 Typical Sections															
3.2.5 Planting Schedule															
3.2.6 Plant Profiles															
3.2.7 Cross-Sections															
3.2.8 Misc. Details															
3.2.9 Signing and Pavement Marking Plans															
3.2.10 Traffic Control Plan (Notes and Detailed Phases)															
3.2.11 SWPPP and Erosion Control															
3.2.12 Structural Plans (Steel Pipe Wall)															
3.2.13 001 Structural Plans (Steel Pipe Wall) (Default 50%)															
3.2.14 Specifications															
3.2.15 01/02															
3.3.1 - Wetland Delineation/Resource Identification															
3.3.2 - General Preliminary Wildlife Assessment															
3.3.3 - Wetland Design/Pre-Construction Bank															
3.3.4 - Wetland Design/Pre-Construction Bank															
4.0 - Lighting Design Services															
4.0.001 - Lighting Design Services															
5.0 - Regulatory Permitting Services															
5.0.1 - Wetland Impact Permitting (S/RWMD Individual)															
5.0.2 - US ACOE Permitting (Individual Permit App)															
5.0.3 - USFWS Informal Consultation - Crested Cormorant															
5.0.4 - 01/02															
5.0.5 - 01/02															
6.0 - Utility Coordination & Relocator Plans															
6.0.1 - Geotechnical Investigations - SEE BELOW															
6.0.2 - Landscape Design Development (30%) and Rendering															
6.0.3 - Landscape Preliminary Landscape Plans (60%)															
6.0.4 - Landscape Preliminary Landscape Plans (100%)															
6.0.5 - 01/02															
6.0.6 - 01/02															
7.0 - Utility Coordination & Relocator Plans															
7.0.1 - Geotechnical Investigations - SEE BELOW															
7.0.2 - Landscape Design Development (30%) and Rendering															
7.0.3 - Landscape Preliminary Landscape Plans (60%)															
7.0.4 - Landscape Preliminary Landscape Plans (100%)															
7.0.5 - 01/02															
7.0.6 - 01/02															
Total Staff Hours	46.00	87.00	15.00	78.27	72.00	222.80	292.00	279.20	354.00	66.00	50.00	100.00	8.00	68.00	10.00
	\$2,707.02	\$5,071.23	\$782.77	\$1,266.72	\$1,804.40	\$5,795.97	\$7,797.82	\$6,940.81	\$8,595.02	\$3,236.80	\$1,480.50	\$1,923.00	\$375.28	\$1,822.54	\$281.20

Name of Project:
 City:
 FPN:

Consultant Name: CPH, Inc.
 Consultant No.: 28692-2018
 Date: 1/16/2020
 Estimator: K. L. Martin

Staff Classification	Survey Party Chief	Survey Instrument Men	Sr. Project Designer	Principal MEP	Sr. MEP Project Engineer	MEP Project Engineer	Principal Structural Engineer	Sr. Structural Engineer	Principal/EIV Scientist	Sr. EIV Scientist	GIS Analyst	Admin	Salary	Average Rate Per Hour	
Employees from Confined Space (Road + Hole from BQ)	Erik Halsec Paul Horn	Edwards DeVore	Eric Palmer	David Mohr (Lighting)	Gregory Taylor	Jeffrey Dool Sean McGinnery	Jose Ortiz (Structural)	Esquivel-Aviles	Amey Dady Armando Permitting	Asnon Moore	Christopher Macdonald	Neade Lunsford Shelby Rasmussen	SH	Cost By Agency	Average Rate Per Hour
OPTIONAL SERVICES															
3.2 - Structural Services (downloads, platform, & gateway)															
5.2.2 - Cultural Resource Assessment & Report															
6.2.3 - EIV Permitting (downloads, platform, & gateway)															
10 - EIV Permit Services															
11 - Post Design Services (Reviews & meetings)															
Total Staff Hours	0	0	50	0	38	0	4	32	12	24	12	76	\$2,966	\$33.00	
	\$0.00	\$0.00	\$1,000.50	\$0.00	\$1,446.24	\$0.00	\$20.00	\$1,416.68	\$1,016.20	\$1,606.96	\$750.00	\$756.84	\$16,397.81	\$27.10	
BALARY RELATED COSTS:															
OPERATING MARGIN:													100.0000%	\$15,397.81	
FOCM (Firm's Capital Cost Money):													20.0000%	\$4,656.18	
EXPENSES:													0.3300%	\$52.04	
OPTIONAL SERVICES SUBTOTAL ESTIMATED FEE:													0.0000%	\$1,324.21	
Subtotal:														\$0.00	
OPTIONAL SERVICES TOTAL ESTIMATED FEE:														\$46,771.25	



683 days	Fri 4/30/19
1 day	Tue 6/18/19
1 day	Tue 6/25/19
55 days	Sat 8/17/19
43 days	Mon 8/5/19
7 days	Sun 6/30/19
22 days	Sat 8/17/19
106 days	Thu 11/14/19
16 days	Fri 8/16/19
14 days	Fri 8/30/19
1 day	Sat 9/7/19
1 day	Thu 10/3/19
40 days	Fri 10/4/19
1 day	Thu 11/14/19
52 days	Fri 11/15/19
35 days	Fri 11/15/19
14 days	Fri 12/20/19
1 day	Fri 1/3/20
1 day	Sun 1/5/20
180 days	Mon 1/6/20
89 days	Mon 1/6/20
13 days	Sat 4/4/20
8 days	Fri 4/17/20
51 days	Mon 4/27/20
10 days	Wed 6/17/20
7 days	Sat 6/27/20
220 days	Sat 7/4/20
48 days	Sat 7/4/20
7 days	Tue 8/11/20
21 days	Fri 8/21/20
15 days	Mon 11/30/20
1 day	Thu 12/17/20
32 days	Fri 12/18/20
12 days	Thu 1/21/21
5 days	Thu 2/4/21
79 days	Thu 2/11/21
26 days	Thu 2/11/21
5 days	Thu 3/4/21
31 days	Tue 3/9/21
14 days	Fri 4/9/21
7 days	Fri 4/23/21
1 day	Fri 4/30/21
474 days	Sat 8/31/19
3 days	Sat 8/31/19
1 day	Thu 10/3/19
1 day	Tue 10/29/19
14 days	Mon 7/6/20
150 days	Mon 7/20/20
112 days	Fri 1/10/20
60 days	Fri 5/1/20
249 days	Sat 7/4/20
1 day	Sat 7/4/20

Instruction and Field Review)

Hurricane Dorian)

Concepts Meeting (By County Staff)

usville

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
11/18

Page 1 of 2

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

FLAP 018 F

CONTRACT NO.

G1751

FEDERAL AWARD DATE

April 4, 2019

FPN

441778-1-38-01

RECIPIENT DUNS NO.

78-324-8370

Recipient, Brevard County and the State of Florida Department of Transportation, desires to supplement the original Agreement entered into and executed on April 10, 2019, as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Florida Coast to Coast Parrish Park Trailhead Length ~0.465 miles

Termini Just off State Road 406 along the causeway from approximately the east end of the A. Max Brewer Bridge to the Merritt Island National Wildlife Refuge

Description of Work:

This project consists of the design of the Florida Coast to Coast Parrish Park Trailhead in Brevard County, Florida. The project limits are just off State Road 406 along the causeway from approximately the east end of the A. Max Brewer Bridge to the Merritt Island National Wildlife Refuge, approximately 0.465 miles. The design will include a linear parking lot with a one-way parking aisle, sidewalks, a multi-use path, lighting, landscaping, signage and pavement markings, unique stormwater solutions (drainage improvements), shoreline improvements, non-motorized boat launch facilities, associated trailhead improvements and site amenities. All pedestrian facilities and amenities shall adhere to current Americans with Disabilities Act (ADA) standards. This project will mitigate impacts to the shoreline and promote stabilization. Utility relocation may be required. Interagency coordination and permitting with all applicable agencies will be required. Right-of-way acquisition is not anticipated for this project; however, the location of the right-of-way will need to be established requiring additional coordination.

Wetlands should be delineated to determine if construction will result in impacts. A general wildlife survey and coordination with the Florida Fish and Wildlife Conservation Commission (FWC) are required to evaluate potential presence of listed species that may utilize the habitats within the project area. An individual Environmental Resource Permit (ERP) from St. Johns River Water Management District (SJRWMD) will be required. US Army Corps of Engineers (USACE) permit may be required due to mitigation work proposed in the marine environment. Sovereign Submerged Lands (SSL) may apply, requiring coordination and approval with Florida Department of Environmental Protection (FDEP) to verify limits of the existing Trustees of the Internal Improvement Trust Fund (TIITF) easement. Since the project is adjacent to coastal waters, the USACE permit may be reviewed by the National Marine Fisheries Service (NMFS) for direct impact (fill) or indirect impact (stormwater discharge) to Essential Fish Habitat (EFH). If the project disturbs more than one acre of soils during construction, contractor will be required to obtain National Pollutant Discharge Elimination System (NPDES) coverage under a Generic Permit for Stormwater Discharge for Large and Small Construction Activities from the FDEP. This project will require a 4(f) evaluation for use of the park and construction of the trail. Interagency coordination with any applicable agencies will be required.

Reason for Supplement and supporting engineering and/or cost analysis:

1. The Catalog of Federal Domestic Assistance (CFDA) on page 1 of the Local Agency Program Agreement was stated as 20.205 - Highway Planning and Construction in error. The correct CFDA is 20.224 - Federal Lands Access Program (FLAP).
2. Exhibit "E" - Federal Financial Assistance (Single Audit Act) is hereby deleted and replaced with Exhibit "E" - Federal Financial Assistance (Single Audit Act), attached hereto.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

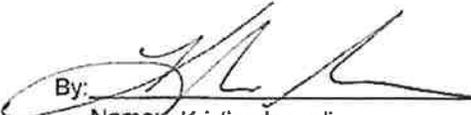
525-010-32
PROGRAM MANAGEMENT
07/17

Page 2 of 2
:C

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT BREVARD COUNTY
Board of County Commissioners

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:  _____ 9/26/19
Name: Kristine Isnardi Date
Title: Chair

By: _____
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development
Date: _____

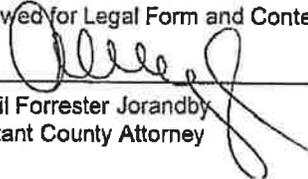
Attest:



Scott Ellis, Clerk of Court

Legal Review:

Reviewed for Legal Form and Content:



Abigail Forrester Jorandby
Assistant County Attorney

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.224
CFDA Title: Federal Lands Access Program
Access Program or FLAP
***Award Amount:** \$250,000.00
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: No
****Award is for R&D:** N/A

*The federal award amount may change with supplemental agreements

**Research and Development as defined at §200.87, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Project: FL FLAP DOT 406(1)- Coast to Coast Trailhead at Parrish Park-Titusville

Project Route: State Route 406

State: Florida

County: Brevard County

Owner of Federal Lands to which the Project Provides Access: U.S. Fish and Wildlife Service (FWS), Merritt Island National Wildlife Refuge

Entity with Title or Maintenance Responsibility for Facility: Florida Department of Transportation has ownership of the roadway and ROW. Brevard County has ownership and maintenance responsibilities for the trailhead and associated amenities.

Type of Work:

- Design and Engineering: Complete design and construction documents of a trailhead to include features such as a linear parking lot with a one-way parking aisle, sidewalks, a multi-use path, lighting, landscaping, signage, pavement markings and locations of proposed site amenities such as benches, pavilions and a restroom facility, prepare NEPA documents, and acquire necessary permits.

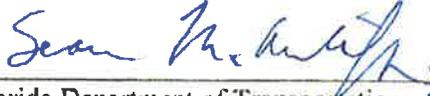
- Construction: Trailhead based on approved and final design.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: FHWA-Eastern Federal Lands Highway Division (EFLHD), Florida Department of Transportation (FDOT), and Brevard County, FL

The Program Decision Committee approved this project on 8/9/2017

AGREED:



2/14/2019

Florida Department of Transportation: Sean McAuliffe
Federal Aid Management Office, Office of Work Program and Budget

Date

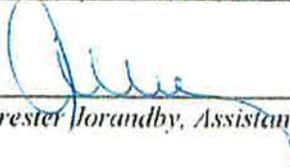


2/14/19

Kristine Isnardi, Chair
Brevard County Board of County Commissioners
As approved by the Board on March 6, 2018

Date

Reviewed for legal form and content by:



Abigail Forrester Jorandby, Assistant County Attorney

Chief of Business Operations, EFLHD

Date

ATTEST:



SCOTT ELLIS, CLERK

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, the Florida Department of Transportation and Brevard County agree to provide a matching share equal to 18.07% of the total cost of the project, as detailed more fully in Section J below. FLAP project funds are not to exceed the approved amount of \$2,295,000.00. Before the expenditure of any funds for which reimbursement will be sought from FHWA, the parties agree to execute a separate obligating document. No reimbursement will be made for expenditures made prior to having an obligating document in place.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204, and pursuant to Section 339.12, Florida Statutes.

C. JURISDICTION AND MAINTENANCE COMMITMENT

FDOT and Brevard County have jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

The Florida Department of Transportation, and Brevard County has coordinated project development with the FWS, Merritt Island National Wildlife Refuge. The FWS support of the project is documented per the application received on November 16, 2016. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the FWS, Merritt Island National Wildlife Refuge.

E. PROJECT BACKGROUND/SCOPE

The .65-mile segment of Parrish Park – Titusville adjacent to SR 406 between the recently reconstructed A. Max Brewer Bridge and the Merritt Island National Wildlife Refuge was designed with recreational and parking improvements as recently as 2011. The work will consist of constructing a trailhead to include features such as a linear parking lot with a one-way parking aisle, sidewalks, a multi-use path, lighting, landscaping, signage, pavement markings and locations of proposed site amenities such as benches, pavilions and a restroom facility as applicable and approved.

F. PROJECT BUDGET

Item	Estimate (\$)	Comments
EFLHD PROJECT MANAGEMENT	\$ 45,000.00	
DESIGN AND ENGINEERING	\$ 250,000.00	
CONSTRUCTION COSTS	\$ 2,000,000.00	\$250,000 of the \$2M is for CEI; \$1,750,000, is for construction
TOTAL PROJECT COST	\$ 2,295,000.00	

The EFLHD project management funds (estimated at \$45,000.00) will require a tapered match using state toll credits. The matching ratio is 18.07%. Project budget is based on the current estimate; therefore the total programmed FLAP funds may not be sufficient to award the project as defined in the application. As necessary, FDOT or Brevard County will provide additional state or county funding to address any funding shortfall.

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
EFLHD	<ul style="list-style-type: none"> • Review documentation showing the project is on an approved program of projects and a TIP or STIP • Approve identified design standards/geometrics and the project scope, schedule, and budget • If applicable, review and/or concur with identified lead federal agency and draft environmental documents • Review and adopt NEPA document • Review/approve design exceptions, ROW certifications, utility agreements and, where applicable, railroad agreements • Review and approve 95% PS&E package • Review and/or approve contract package, award package, and all contract modifications • Attend final project inspection. Can be done electronically with photos • Provide assistance in contract disputes and claims if requested by the partner 	

Responsible Party	Product/Service/Role	Comments
FDOT	<ul style="list-style-type: none"> • Responsible for stewardship and oversight of construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR. • Inform EFLHD public meetings held by Brevard County • Submit quarterly reimbursement requests to EFLHD for expenses incurred in order to maintain financial activity • Provide quarterly progress and financial reports to EFLHD • Participate in pre-construction and construction inspections • Notify EFLHD of any contract disputes or claims • Provide stewardship and oversight and documentation of the following: <ul style="list-style-type: none"> ○ Evidence that project is on an approved program of projects and a TIP or STIP ○ Design Standards/Geometrics to be used ○ Identified design exception approval agency ○ Identified lead federal agency ○ Anticipated NEPA action ○ Copy of draft NEPA documents ○ Copy of final NEPA action ○ Evidence of permits ○ Review of Public Notices ○ 95% and final PS&E packages ○ Design exceptions ○ ROW certifications ○ Utility/Railroad Agreements ○ Approval of proprietary products ○ Contract award documents for review/concurrence ○ Copy of award package ○ Proposed contract modifications for concurrence ○ Documentation of project close-out ○ Copy of As-builts ○ Copy of final voucher 	

Responsible Party	Product/Service/Role	Comments
Brevard County, FL	<ul style="list-style-type: none"> • Responsible for construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR • Provide construction administration including stewardship and oversight for federal funded projects • Submit quarterly reimbursement requests for expenses incurred in order to maintain financial activity to FDOT. • Provide quarterly progress and financial reports to FDOT • Schedule and invite FDOT and appropriate parties to public meetings • Schedule and hold pre-construction meetings and construction inspections • Provide data on traffic, accidents, material sources, etc • Notify FDOT of any contract disputes or claims • Final acceptance of project and project closeout • Assume responsibility of the NPDES permit after project completion • Provide long term maintenance and operation of the facility • Provide the following documents and information to FDOT: <ul style="list-style-type: none"> ○ Evidence that project is on an approved program of projects and a TIP or STIP ○ Design Standards/Geometrics to be used ○ Identified design exception approval agency ○ Anticipated NEPA action ○ Copy of draft NEPA documents ○ Copy of final NEPA action ○ Evidence of permits ○ Review of Public Notices ○ 95% and final PS&E packages ○ Design exceptions ○ ROW certifications ○ Utility/Railroad Agreements ○ Approval of proprietary products ○ Contract award documents for review/concurrence ○ Copy of award package ○ Proposed contract modifications for concurrence ○ Documentation of project close-out ○ Copy of As-builts ○ Copy of final voucher 	

H. ROLES AND RESPONSIBILITIES – SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Start-Finish
Brevard Parks Dept.	NEPA Document	01/2019 – 07/2020
Brevard Parks Dept.	Final Design	01/2019 – 07/2020
Brevard Parks Dept.	Advertisement	08/2020 – 10/2020
Brevard Parks Dept.	Construction Engineering (CEI)	01/2019 – 12/2021
Brevard Parks Dept.	Construction	01/2021 – 12/2021
Brevard Parks Dept.	Project Closeout	01/2022 – 02/2022

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standards	2016-Florida Greenbook FDM, ADA, MUTCD	<i>Manual of Uniform Minimum Standards for Design, Construction and Maintenance (Florida Greenbook)</i>
Functional Classification	Park	
Surface Type	Impervious and pervious	
Design Volume	Unknown	

J. FUNDING

Fund Source	Amount	Comments
Federal Lands Access Program Funding	\$2,295,000.00	
FDOT Toll Credits	-	Toll Credits totaling \$414,707.00 used as match. (18.07% Minimum Match)
TOTAL	\$2,295,000.00	

The matching fund share will be documented with a PR-2 to be submitted by the FDOT following submittal of required stewardship documents.

K. MATCHING SHARE REQUIREMENTS

Matching or cost sharing requirements may be satisfied following the obligation of funds to the project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

L. PROJECT TEAM MEMBERS - POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name	Title	Agency	Element	Phone & Email
Jacinda Russell	EFLHD Access Program Manager	EFLHD	Project Management and Coordination	571-434-1543 Jacinda.Russell@dot.gov
Edward Starks	Program Planning Specialist	EFLHD	Coordination	703-948-1446 edward.starks@dot.gov
Sean McAuliffe	Federal Aid Management Office, Office of Work Program and Budget	FDOT	Coordination	850-414-4564 Sean.McAuliffe@dot.state.fl.us
Tim Lawry	Project Administrator	Brevard Co.	Project Management	(321) 633-2050 Tim.lawry@brevardfl.gov
Melissa Renninger	Contract Administrator	Brevard Co.	Contract Management	(321) 633-2046 Melissa.renninger@brevardfl.gov

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	FDOT	Brevard Co. FL	Time
Project Manager (Jacinda Russell)	FDOT Design Project Manager Rick Grooms, FDOT Construction Project Manager	Tim Lawry, Construction Manager (LAP Project Administrator)	5 Working Days
Planning and Programs Manager	Steve Friedel, FDOT District 5 Work Program Manager	Terry Stoms, Special Projects Coordinator III	5 Working Days
Chief of Business Operations	Sean McAuliffe, Federal Aid Management Office, Office of Work Program and Budget	Larry Wojchiechowski, Parks Support Services Manager	5 Working Days
Division Director	Cynthia Lorenzo Manager, Federal Aid Management Office	Mary Ellen Donner, Department Director	5 Working Days

O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES

Based upon the risk assessment, complexity of the undertaking, and capabilities and past performance of the delivery partner, the EFLHD had determined this project to be low risk. The table below identifies necessary Stewardship and Oversight Activities. If items are not delivered timely or in such poor condition that it brings into question the ability to deliver, the issue will be elevated to all participants to the agreement using the issue resolution procedures matrix identified above.

Phase or Activity	Partner Role	EFLHD Role	Comments
Planning & Programming			
Evidence that project is on an approved program of projects	Provide	Review	For funds disbursed by a division, they may know this already
Evidence of being on a TIP or STIP	Provide	Review	
Project agreement with scope, schedule, & budget	Provide	Approve	EFLHD would be a signatory. Would be involved in the drafting to define what S&O deliverables it will receive
Environment			
Lead Federal agency identified	Provide	Concur	FHWA must be a co- lead agency on an EIS
Copy of/review of Draft documents	Provide	Review/ Concur	EFLHD should review to insure they can be adopted by EFLHD
Copy of NEPA action	Provide	File copy	(CE, EA, or EIS)
Evidence of permits	Provide	File copy	
Sign off on FHWA NEPA document	Provide	Adopt or develop parallel Document	EFLHD approval needed
Design			
Review 95% PS&E	Provide	Review/ Approve	Are required contract provisions included – Common Rule or Fed-Aid?
Review design exceptions	Provide	Review/ Approve	If the partner is a State DOT, they would follow their process
Review ROW certifications	Provide	Review/ Approve	If ROW is acquired, it must follow Uniform Federal Relocation Act
Utility/Railroad Agreements	Provide	Review/ Approve	EFLHD needs certification

Phase or Activity	Partner Role	EFLHD Role	Comments
Acquisitions			
Review contract package for required clauses (Civil Rights, Davis-Bacon, Buy America/American, etc.)	Provide	Review/Approve	Would not need to do this if the partner is another federal agency or State DOT following Fed Aid procedures.
Concur in award of contract	Provide	Review/Concur	Generally would only get involved if additional funds required
Receive copy of award package	Provide	File copy	EFLHD should have a copy of the package in its files in case inquiries are received
Review or approve contract modifications	Provide	Review/Concur Depends upon nature of CM	Need to assure non-eligible work is not being paid for with program funds
Construction			
Final Project Inspections	Schedule	Attend	FLH should attend the final project inspection for projects above \$500,000.00 in FLAP funds regardless of risk level or elevated risk projects. Final project inspection could be done electronically with photos.
Copy of As-builts	Provide	File copy	
Copy of final voucher	Provide	File copy	
Contract Dispute (Claim)	Notify	Provide assistance if requested	Need to be aware if additional funds are needed



Engineering Design Services



**Florida Coast to Coast
Parrish Park Trailhead**

Brevard County Parks and Recreation Department

2725 Judge Fran Jamieson Way

Building B, Suite 203

Viera, Florida 32940

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Professional Services Contract

This Contract entered into 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 CPH, Inc., a Florida Profit Corporation, hereinafter referred to as "Contractor".

Whereas, on March 6, 2018 the Board of County Commissioners granted permission to solicit a Request for Qualifications for Design/Engineering Services and Construction of the Florida Coast to Coast Parrish Park Trailhead and authorized the Chair to execute all necessary agreements related to this project; and

Whereas, the County desires engineering services for the design of the Florida Coast to Coast Parrish Park Trailhead, hereafter referred to as Project. The engineering and related services for the Project are described in Exhibit "A" Scope of Services, attached hereto and made a part hereof by this reference.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the parties hereby agree as follows:

Recitals: The foregoing recitals are true and are incorporated herein by reference.

Section 1 – General Identification of Services

All professional services provided by the Contractor for the County shall be identified in the Scope of Services, attached hereto as Exhibit "A", and performed to current professional standards of the applicable discipline and as further set forth in Section 3. No additional work shall be performed under this Contract without a written Notice to Proceed signed by the County. The written Notice to Proceed for additional services, as approved by the County, shall constitute an addendum to this Contract.

Section 2 – County Obligations

The County agrees that they shall furnish to the Contractor, upon request, any data available in the County's files pertaining to the work to be performed under this Contract.

Section 3 – Professional Services

Upon receipt of Notice to Proceed, the Contractor agrees to perform professional services associated with the Scope of Services in accordance with the negotiated terms of this Contract, and exercise the degree of care and diligence in performance of the services in accordance with the customary accepted professional standards currently practiced by firms in Florida and as further set forth herein. The Contractor warrants the adequacy of work provided under this Contract, and agrees to correct any errors and omissions that may be required because work was found substandard and/or not in compliance with the standard of care as set forth in this Contract. This remedy shall be cumulative to all other remedies available under law.

The Contractor further agrees the standard of care required of the Contractor to provide the professional services under the Contract includes, and the Contractor shall:

- A. Maintain an adequate staff of experienced qualified personnel licensed in the State of Florida in performing the Work.
- B. Comply with federal, state and local laws, and ordinances applicable to the work. Contractor shall comply with Florida Department of Transportation form 375-040-84 Local Agency Program terms for Federal-Aid contracts attached hereto in Exhibit "D".
- C. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other County Contractors, as directed by the County.
- E. Report the status of the work to the County upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the County or its authorized agent at any time.
- F. Submit for County review design computations, sketches and other data representative of the work's progress which may be stipulated in Exhibit "A". Submit for County approval the final work product upon incorporation of any modifications requested by the County during any previous review. Any County approval of the Contractor's plans, design and/or specifications shall not be deemed to diminish the Contractor's Contract set forth.
- G. Contractor shall obtain authorization from the Florida Department of Transportation (FDOT) for use of plans, designs and/or specifications previously prepared for FDOT projects. Contractor shall notify, in writing, the Professional Engineer of record on the plans, designs, and/or specifications of Contractor's intended use of the documents. Contractor shall verify and seal the plans as customary pursuant to Florida Statute 471.025.
- H. Confer with the County during the further development and implementation of improvements for which the Contractor has provided design or other services.
- I. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan or survey revisions required, at no additional cost.
- J. Meet Project deliverable dates established in each individual Work Order.
- K. Prior to final approval of the work by the County, conduct and complete a preliminary check of any construction documents through any review committee, third party Contractor or any County, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the County or any other agency shall not be deemed to diminish or discharge the Contractor from the warranties provided for in this Contract.

Section 4 – Time of Completion

The services to be rendered by the Contractor shall commence upon receipt of a written Notice to Proceed from the County subsequent to the execution of the Contract and shall be completed within **Four Hundred Twenty-Two calendar days**.

A reasonable extension of time shall be granted in the event there is a delay on the part of the County in fulfilling its part of the Contract or should weather conditions, acts of God or hidden conditions delay performance of the engineer's duties. Such extensions of time shall be the sole remedy of the Contractor for such delays, and the Contractor will not be entitled to any damages or any claim for extra compensation.

Section 5 - Compensation

The County agrees to pay and the Contractor agrees to accept, for services rendered pursuant to this Contract, fees and other compensation based on a fixed price lump sum fee for each task of services performed as described in Exhibit "A" in the amount of **Two Hundred Fifty-Three Thousand, Nine Hundred Forty-Two Dollars and Twenty-Four Cents**.

The fee for these services is the maximum cost to the County for all work performed by the Contractor for that task pursuant to the Scope of Services, Basic Services, described in Exhibit "A". Optional Services under this Contract shall, if required and requested, be compensated in accordance with the Scope of Services, Optional Services, as described in Exhibit "A". A determination of allowable cost in accordance with the Federal cost principles will be performed by the County for services to be rendered under this contract.

Section 6 – Payment and Partial Payments

Subject to the County's right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the County shall make monthly payments or partial payments to the Contractor for all authorized work performed during the previous calendar month, and in accordance with Exhibit "A".

- A. The Contractor shall submit signed invoices to the County.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the Contractor.
- C. Invoices for work, other than the Scope of Services, Basic Services, described in Exhibit "A", shall include a breakdown for each task billed and personnel as identified in Exhibit "A", Scope of Services, under Optional Services.
- D. The Contractor shall provide a schedule of work with anticipated costs for each milestone in the schedule.
- E. The County shall adhere to the Florida Prompt Payment Act, Sections 218.80 through 218.80, Florida Statutes. County Administrative Order AO-33 directs the prompt payment of invoices, attached herein as Exhibit "E".

Section 7 – Schedule of Work

The County shall have the sole right to determine the units or sections of the work on which the Contractor shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule, the Contractor shall submit such revisions for review and, if warranted, approval by the County in writing.

Section 8 – Right of Decisions

All services shall be performed by the Contractor to reasonable professional standards and practices, and to the reasonable requirements of the County. The County Parks and Recreation Director or designee shall decide and dispose of all claims, questions and disputes arising under

this Contract. Such determination shall be written and shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the Contractor does not concur with the decisions of the County, within ten days after determination by the Parks and Recreation Director or designee, the Contractor shall present any such objections in writing to the County Parks and Recreation Director and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the County Attorney's Office, County Manager's Office and the Parks and Recreation for review and disposition at a hearing to be held within ten days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the Contractor goes through the appeal process established in this Contract and provided further that the Contractor strictly abides by the ten-day time deadline set forth in this paragraph.

Section 9 – Ownership of Documents

All design calculations, reports, tracings, plans, specifications, maps, contract documents, and/or other work products developed by the Contractor pursuant to this Contract shall become the property of the County without restrictions or limitations upon their use and shall be made available by the Contractor at any time upon request by the County. When each individual section of work requested pursuant to this Contract is complete, all of the above work products shall be delivered to the County for its use.

Section 10 – Reuse of Documents

The Contractor may not reuse data or work products developed by the Contractor for the County without express written permission of the County. The County acknowledges that none of the documents or materials are intended or represented by the Contractor to be suitable for reuse by the County, or others on any extension of the project or on any other project. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the Contractor.

Section 11 - Notices

Any notices, reports or other written communications from the Contractor to the County shall be considered delivered when sent by certified mail, delivered in person or sent by e-mail with proof of delivery and receipt to:

Parks and Recreation Department
Mary Ellen Donner, Director
2725 Judge Fran Jamieson Way, Building B, Suite 203
Viera, FL 32940
maryellen.donner@brevardfl.gov

Any notices, reports or other communications from the County to the Contractor shall be considered delivered when sent by certified mail, delivered in person or sent by email with proof

of delivery and receipt to the Contractor at the last address left on file with the County or to the Contractor's authorized representative.

Section 12 – Audit Rights

All documents, papers, books, records and accounts made or received by the Contractor 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 Contractor shall retain all documents, books and records for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. It will be the Contractor's duty to identify any information in records created by the Contractor which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt. All records or documents created by or provided to the Contractor 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 Contractor 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 termination of the Contract if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Contractor may transfer, at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 13 – Public Records Law and Audit Requirements

In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records, papers, books or documents and accounts created or received by the Contractor or provided to Contractor by the County in connection with the activities or services provided by Contractor under the terms of this Contract, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes. The Contractor shall retain all records, papers, books or documents and accounts for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes.

Records, papers, books or documents and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours.

The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Contract shall be subject to copyright by Contractor in the United States or any other country.

The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with the provisions of Section 13, shall result in the County taking enforcement action against the Contractor including the cost to the County for gaining the Contractor's compliance which will include, but are not limited to, the gross hourly rate of the County's employee(s) contacts to the Contractor to obtain compliance with this section, litigation filing fees and attorney's fees.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide Public Records relating to this contract, contact the custodian of Public Records at (321) 633-2046 or 2725 Judge Fran Jamieson Way, Building B, Suite 203, Viera, Florida 32940.

Section 14 – E-Verify

- A. Contractor shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the term of the Contract; and
- B. Contractor 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

- C. Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participations by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.
- D. 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.
- E. A contractor 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 contractor hires or employs a person who is not eligible for employment.
- F. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 15 - Subcontracting

The Contractor shall not subcontract, assign, or transfer any work under this Contract without the written approval of the County. When applicable, the Contractor shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in pertinent documents or data.

Section 16 – 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 17 – 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 18 - Contingent Fees

The Contractor warrants that no person or company was employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, accepting bona fide employee, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Contract. For any breach or violation of this provision, the County shall have the right to terminate this Contract, without liability, and, at its discretion, to deduct from the Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

Section 19 – Termination/Modification of Contract

- A.** If for any reason, the Contractor shall fail to fulfill its obligations under this Contract, or if the Contractor violates any of the covenants, Contracts, or stipulations of this Contract, the County shall have the right to terminate this Contract by giving written notice to the Contractor of such termination, specifying the effective date thereof. Notice shall be given at least ten days before the effective date of such termination.
- B.** The County reserves the right to terminate this Contract, without cause, upon thirty days written notice. The Contractor may terminate this Contract for any reason upon thirty days written notice provided that any outstanding approved work is completed by the Contractor.
- C.** In the event of termination by the County, the County's sole obligation to the Contractor shall be payment for those portions of satisfactorily, completely, performed work previously authorized. Such payment shall be determined on the basis of the hours of work performed by the Contractor, or the percentage or work complete as estimated by the Contractor and agreed upon by the County up to the time of termination. In the event of such termination, the County may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services.
- D.** The terms of this Contract may be modified upon the mutual agreement of the Contractor and the County as confirmed in writing.
- E.** In the event that the Contractor changes names, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the County reserves the right to terminate this Contract subject to the terms described above.
- F.** In the event of termination of this Contract, the Contractor agrees to surrender any and all documents prepared by the Contractor for the County in connection with this Contract, of which, the County shall have full ownership thereof. Contractor shall retain copies of such documents for record purposes.

Section 20 – Term

This Contract shall be effective from the date of the last signature and remain in full force and effect for the duration of the Project, unless it is terminated as otherwise provided herein.

Section 21 - Default

In the event the Contractor fails to comply with the provisions of this Contract, the County may declare the Contractor in default by written notification. In the event partial payment has been made for professional services not completed, the Contractor shall return any sums due to the County as a result of Contractor's default within ten days after notice and demand that said sums are due. The Contractor shall not be compensated on a percentage of any deficient professional services which have been performed at the time the County declares a default. The County shall pay for that portion, if any, of the performed work which is used or useful by any other Contractor retained by the County to finish the work to the extent that the County does not incur additional costs over those set forth in the Contractor's Contract.

Section 22 – Indemnification & Insurance

The Contractor will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by this Contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

- A. General Liability Insurance:** Including but not limited bodily injury, property damage and personal injury with limits of not less than One Million Dollars per occurrence, including: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract.
- B. Auto Liability Insurance:** Including bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than One Million Dollars per occurrence.
- C. Workers' Compensation and Employers Liability Insurance:** Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any Subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all Subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each Subcontractor, vendor or supplier.
- D. Errors and Omissions:** The Contractor shall be liable and responsible for his/her errors and omissions in performance of any and all contract responsibilities. Contractor shall carry professional liability insurance and indemnify the County against his/her errors and omissions as specified herein below.
- E. Professional Liability Insurance:** policy in the amount of One Million Dollars per claim 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.

The Contractor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the Brevard County Board of County Commissioners as an additional insured. All policies will be endorsed to the effect that they may not be cancelled or modified without thirty days prior written notice to the County. 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 Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the Contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity.

Section 23 – Quality Control

The Contractor agrees to a high level of quality control and accuracy. The County may request additional data collection or re-analysis of data at no expense to the County. If the original data collected and/or data analysis is found to be accurate and reasonable, the Contractor shall be compensated for the additional work in accordance with Section 5 of this Contract.

The County will evaluate the Contractor's performance within sixty days of final invoice and will provide the evaluation via email. The evaluation will be used by the County in determining the Contractor's qualifications for future contracts with the County.

Section 24 – Public Entity Crimes

The Contractor shall provide a fully executed Public Entity Crimes Affidavit in accordance with Florida Statute 287.133 prior to execution of this Contract.

Section 25 – Truth-In-Negotiations

In accordance with the provisions of Chapter 287.055, Florida Statutes, the Contractor agrees to execute a truth-in-negotiations certificate and agrees the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

Section 26 – Interest of Commissioners and Others

No officers, members or employees of the County, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Project, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

Section 27 – Interest of Contractor

The Contractor covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Section 28 – Entirety of Contract

This writing, together with documents referenced herein, embody the entire Contract and understanding between the parties hereto, and there are no other Contracts and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties.

This Contract, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

Section 29 – 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.

(remainder of page left intentionally blank)

In Witness Whereof, the parties hereto have executed this Contract the day and year written below.

Attest:

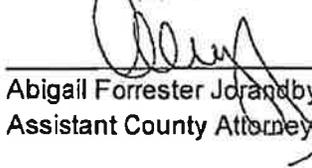


Scott Ellis, Clerk

Board of County Commissioners
of Brevard County, Florida


_____ 5/30/2019
Kristine Ishardi, Chair Date
As approved by the Board on March 6, 2018

Approved for legal form and content:



Abigail Forrester Jordanby
Assistant County Attorney

Attest:



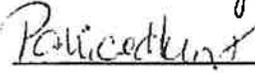
CPH, Inc. (Corporate Seal)


_____ Date
David A. Gierach, President

State of Florida §
County of Brevard §

I hereby certify that before me, an officer duly authorized to take acknowledgments, personally appeared David A. Gierach known to be the President CPH, Inc., or provided as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the State and County last aforesaid this 21 day of May, 2019.



Signature



Name (typed or printed)

Exhibit "A"

Scope of Services

Preliminary engineering, design, survey, and permitting of the Florida Coast to Coast Parrish Park Trailhead, a Florida Department of Transportation On-System project. The proposed Trailhead will include the design of a linear parking lot with a one-way parking aisle, sidewalks, a multi-use path, lighting, landscaping, signage, pavement markings, and locations for future site amenities.



Brevard County
Coast to Coast Trailhead at Parrish Park – Titusville
FPN: 441778-1-38-01
DESIGN SCOPE OF SERVICES

500 West Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
Fax: 407.330.0639

CPH understands the BREVARD COUNTY (COUNTY) is requesting the design and preparation of construction documents for a trailhead along the Coast to Coast Trail at the Parrish Park site. The FDOT On-System project area is approximately ± 7 acres. The proposed trailhead will include the design of a linear parking lot with a one-way parking aisle, sidewalks, a multi-use path, lighting, landscaping, signage, pavement markings, and locations for future site amenities (restrooms, pavilions, etc.). The project limits are along SR 406 from approximately the east end of the A. Max Brewer bridge to the entrance of the Merritt Island National Wildlife Refuge. For this Class A on-system Local Agency Program (LAP) project, the design criteria and standards are the FDOT Design Manual (FDM) and the FDOT Standard Plans for Road and Bridge Construction. The below scope of services have been prepared based on the Scope of Work included in the RFQ and communication with County staff.

TASK 1 – PROJECT ADMINISTRATION AND MEETINGS

CPH will provide general project management, including, but not limited to communication and coordination with the COUNTY and subconsultants, preparation of meeting materials and meeting documentation, preparing project billing, and tracking project budget and schedule. This Task 1 scope also includes attendance at the project kick-off meeting, two (2) design review meetings, and two (2) public meetings with the area stakeholders. CPH, in coordination with the COUNTY, will attend two public meetings around the 30% design phase. CPH will coordinate with the County to identify the stakeholders, prepare meeting invitations, and mail the notifications. CPH will rely upon the County to identify and secure the meeting location.

TASK 2 – SURVEYING SERVICES

Surveying Services:

2.1 - Establish Right of Way Geometry:

- CPH will utilize the available FDOT CAD files of the geometry of the A. Max Brewer Memorial Parkway and the Coast-to-Coast Trail to depict the right of way alignment for the project area (with appropriate authorization) (see area depicted in red on the attached "Survey Site Exhibit");
- Field locate existing horizontal and vertical control to field verify provided geometry.
- Evaluation of ownership and encumbrances, i.e., title reports, are not included in this scope of services.

2.2 - Topographic Survey: Perform a Topographic Survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

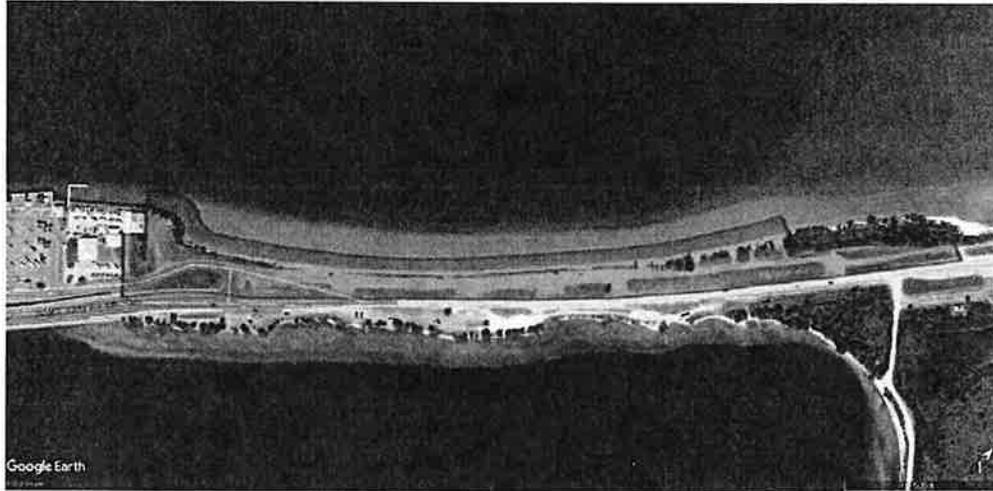
- Collect topographic data at a 50' grid within the area in red offshore as depicted on the attached "Survey Site Exhibit".

- Collect topographic data at a 25' grid within the area in red onshore as depicted on the attached "Survey Site Exhibit".
- Location of existing above ground improvements and visible utilities within scope.
- Collect utilities locates as flagged by utility owner.
- Set four (4) on-site benchmarks.
- Establish grade contours at 1' intervals.
- Locate trees at diameter at breast height (dbh) within the area in red as depicted on the attached "Survey Site Exhibit".
- Locate wetland lines as delineated by CPH Environmental Scientist.

State Plane: The project coordinate system will be based on the provided FDOT information.

Benchmarks and Control: The project will be based on the provided FDOT information.

Survey Site Exhibit:



TASK 3 – CIVIL ENGINEERING DESIGN SERVICES

3.1 – Preliminary Design Phase:

CPH will perform a detailed field review of the site with the COUNTY to assess the proposed parking and trailhead improvements. CPH will prepare two (2) concepts that maximize recreational amenities and minimize environmental impacts. The concept will include preliminary layouts of the improvements, detailing the drive aisle and parking area (connecting to the existing access locations constructed by FDOT), existing trail improvements and proposed connectivity, stormwater improvements, lighting, locations for site amenities, and other associated elements of the project based on the initial field review.

CPH understands the County's desire for a balanced approach for the project in order to minimize environmental permitting with maximizing recreational opportunities. As such, CPH

Environmental Scientists shall conduct the following to assist with the preliminary design phase and the avoidance and/or minimization of ecological impacts.

- Attend one (1) pre-application meeting with SJRWMD in the Palm Bay office to discuss permitting options and requirements.
- Attend one (1) pre-application meeting with the ACOE in the Cocoa office to discuss permitting options and requirements.
- Prepare draft figures depicting Submerged Aquatic Vegetation, Sensitive Environmental Resources, potential improvement areas, proposed impacts and discuss avoidance and minimization methods for the agency pre-application meetings.
- Prepare for and attend up to one (1) public meeting.
- CPH will show identified environmental features and potential impacts.

Based on COUNTY (District 1 Commission Office and North Brevard County Commission on Parks and Recreation) acceptance of the preliminary layout, CPH will prepare and submit the preliminary plans (30% Plans) to the COUNTY for review, and will make revisions to the plans as requested. The 30% Plans will be prepared on an 11"x17" sheet at a reasonable scale to clearly detail the proposed construction required to meet current design criteria and standards of the FDOT FDM and FDOT Standard Plans for Road and Bridge Construction for a Class A, on-system LAP project, ADA, and applicable environmental permitting agency criteria. The 30% Plans will consist of the typical plan sheets to portray the intent of the project at a 30% level.

3.2 – Final Design Phase:

Based on the COUNTY review of the Preliminary Plans, CPH will prepare 60% construction plans to clearly detail the proposed construction required to meet current design criteria and standards of the FDOT FDM and FDOT Standard Plans for Road and Bridge Construction for a Class A, on-system LAP project, ADA, and applicable environmental permitting agency. The plan set will consist of the typical plan sheets required for the permitting, bidding, and construction of a Class A, on-system LAP project.

Depending upon the environmental permitting timeline and effort determine in Task 3.1, and authorization from the COUNTY, CPH will specify and include a pre-manufactured ADA accessible non-motorized boat launch. Per FDOT criteria, no specific manufacturer will be specified. CPH structural engineers will provide the design for the boardwalk, platform, and gangway required to access the non-motorized boat launch facility.

CPH assumes the COUNTY will provide Division I Front End Documents for the advertisement and contractual agreement with a prospective contractor. CPH will reference the FDOT Standard Specifications, latest edition, for the project. CPH will prepare the Supplemental Specifications and Technical Special Provisions using FDOT Specs on the Web to incorporate the latest FDOT Specifications Sections 1-9 as modified for use by the Local Agency and to incorporate any revisions to the FDOT Standard Specifications. CPH will provide Technical Specifications for items not covered by the FDOT Standards Specifications. CPH will also prepare an Engineer's Estimate of Probable Cost (EEOPC) for the 60% and 90% Plans submittal. CPH will submit the 60% (or 90%) Plans, Technical Specs, and EEOPC to the COUNTY and FDOT for review, and will make necessary revisions as requested.

Based on the FDOT and COUNTY's 60% and 90% Plans Submittal reviews, CPH will coordinate with the COUNTY to incorporate the necessary revisions into the 90% and 100% plans (respectively). If revisions, change of scope as agreed upon by the COUNTY, are requested

resulting in a change outside the control of CPH, requested revisions will be addressed as a change order. CPH will prepare the construction plan sheets, notes, and details to include plans as necessary to convey the intent and scope of the project for the purposes of construction.

3.3 ENVIRONMENTAL – PRELIMINARY TASKS

3.3.1 Wetland Delineation & Resource Identification

The limits of the wetlands shall be identified to determine if construction will result in impacts.

- Wetland Delineation: The approximate wetland limits shall be delineated in the field in accordance with methodologies outlined in Chapter 62-340, F.A.C. the *2008 Corps Interim Regional Supplement to the Corps Wetland Delineation Manual: Atlantic & Gulf Coastal Plain Region* and the U.S. Army Corps of Engineers (ACOE) *Corps Wetland Delineation Manual* (1987).
- Product: CPH scientists shall provide the surveyor or County with an aerial depicting the approximate wetland limits delineated in the field.
- Resource Identification: CPH shall locate sensitive environmental resources for the surveyor to locate (i.e., aquatic resources). Identification of resources during data collection will assist with project planning efforts to avoid impacts.
- Review: CPH scientists shall review the wetland and resource locations on the survey and communicate any revisions to the surveyor.

3.3.2 General/Preliminary Wildlife Assessment

A general wildlife survey and coordination with Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) shall occur to evaluate potential presence of listed species that may utilize the habitats within the project area.

- Public Data Base Research: CPH will review FFWCC and USFWS web based files and distribution mappings and review the Atlas of Breeding Sites of Herons and Their Allies (FFWCC) to identify recorded listed species within the project site. CPH will also review Florida Natural Areas Inventory web based files for the recorded presence of protected species within the project vicinity.
- Field Investigation: CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened, endangered, or special concern). The approximate location of all observed protected species shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statue 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
- Vegetation and Land Use: CPH will prepare a Vegetation and Land Use Map covering the project site. The mapping will follow Level III nomenclature of the Florida Land Use Cover and Forms Classification System (FLUCFCS). The approximate acreage of each classification will be tabulated for the site. The map will be digitized in ArcView 10.3 based on "desk top" interpretation of features evident on the aerial photography, correlation with soil types and field verification for each mapped classification. The dominant vegetation of each classification will be recorded.
- Report: CPH shall prepare a report summarizing the habitat & land use mapping, observed Protected Species, Regulatory Considerations and results of the Public Data Base search to assist with project planning. The County shall receive an electronic copy of the report and figures.

3.3.3 Preliminary Design Phase- Environmental Tasks

CPH understands the County's desire for a balanced approach for the project in order to minimize environmental permitting with maximizing recreational opportunities. As such CPH shall conduct the following to assist with the preliminary design phase and the avoidance and/or minimization of ecological impacts.

- Attend one (1) pre-application meeting with SJRWMD in the Palm Bay office to discuss permitting options and requirements.
- Attend one (1) pre-application meeting with the ACOE in the Cocoa office to discuss permitting options and requirements.
- Prepare draft figures depicting Submerged Aquatic Vegetation, Sensitive Environmental Resources, potential improvement areas, proposed impacts and discuss avoidance and minimization methods for the agency pre-application meetings.
- Prepare for and attend up to two (2) public meetings

TASK 4 – ELECTRICAL DESIGN SERVICES

CPH will provide the following design services for the roadway/trailhead lighting systems:

- Parking/Trailhead Lighting:
 - Includes Electrical Power to Trailhead lights
 - Required Voltage Drop Calculations
 - A means of control for the Lighting
 - Photometric Analysis
- Scope includes the photometric analysis of up to three (3) light fixture selections (including bollard and pedestrian-level lighting pole heights) and one (1) design of the light system. A change order will be required if more than three lamp/pole combinations are requested to be analyzed, or the lamp or pole heights are modified by the COUNTY after a design phase submittal. CPH will rely upon the lighting manufacturer to provide the foundations designs.

TASK 5 – REGULATORY PERMITTING SERVICES

Upon receipt of the COUNTY's approval of the respective 60% plans listed above, CPH will prepare the permit applications and submittal packages to the following regulatory agencies:

- The St. Johns River Water Management District (SJRWMD) – It is anticipated that the SJRWMD Environmental Resource Permit (ERP) will be required to address the proposed improvements. An individual Permit is anticipated.
- Florida Department of Environmental Protection (FDEP) [including Sovereign Submerged Land and Trustees of the Internal Improvement Trust Fund (TIITF) easement] – Refer to Task 6
- Army Corps of Engineers (ACOE) – Refer to Task 6
- Florida Fish and Wildlife Conservation Commission (FFWCC) – Refer to Task 6
- U.S. Fish and Wildlife Service (USFWS) – Refer to Task 6

CPH will begin the coordination with regulatory agencies immediately following the approval for the 30% Plans by attending pre-application meeting. Upon completion of COUNTY and FDOT review of the 60% Plans, CPH will prepare and submit the Permit Application to the regulatory agencies. CPH will coordinate the processing of the applications through the regulatory agencies.

attend meetings or conference calls with each of the regulatory agencies, submit the applications and supporting calculations and documents, provide responses to agency comments, and address any modifications to the plans requested by the Regulatory Agencies in order to meet current codes or requirements. Any modifications requested that are not code or design standards issues, or modifications requested by the permitting agencies that require significant plan revisions (as agreed upon by the COUNTY and CPH) will be addressed as a change order. Any other permits that may arise during the design or review process, and not outlined above, will be handled as a change order. CPH will pay all associated fees for application and will invoice the COUNTY as a Direct Expense for reimbursement of said permit and application fees. Estimated permit fees are listed in the Compensation section.

TASK 6 – ENVIRONMENTAL SERVICES

CPH environmental scientists shall provide all labor, material and equipment to perform the following services:

6.1 WETLAND IMPACT PERMITTING

An Individual Environmental Resource Permit (ERP) from SJRWMD will be required. Sovereign Submerged Lands (SSL) may apply, requiring coordination and approval with the Florida Department of Environmental Protection (FDEP) to verify limits of the existing Trustees of the Internal Improvement Trust Fund (TIITF) easement.

6.1.1 SJRWMD Permitting

CPH will prepare ecological elements of the St. Johns River Water Management District (SJRWMD) Individual Statewide ERP application. CPH shall prepare an Environmental Resource Permit Report for submittal to SJRWMD. CPH shall conduct the following tasks during the permitting process:

- Coordinate with the Project Engineer to produce permit sketches, 8.5" by 11.0" drawings that show environmental resources, wetland impacts, cross sections, and development plan (8 drawings/exhibits).
- Coordinate with the County and the Project Engineer as may be required in the preparation of the ecological elements of the Statewide Environmental Resource Permit (SWERP) application to SJRWMD.
- CPH shall coordinate with the County to obtain FDOT's signature on the SWERP application as the landowner.
- Unified Mitigation Assessment Methodology (UMAM): An analysis will be prepared of pre- & post-development wetland impacts following the UMAM as required by SJRWMD. The UMAM data sheets will document wetland conditions, alterations and general quality.
- Prepare a Post-Development FLUCFCS Map for purposes of the FDEP permitting. Mapping will follow the Florida Land Use Cover and Forms Classification System (FLUCFCS) (FDOT 1999).
- CPH shall utilize available preservation and enhancement mitigation opportunities on the project site. Mitigation Banks providing brackish/estuarine credits are not available, therefore if mitigation is required, CPH shall prepare on-site mitigation enhancement/restoration opportunities. Mitigation design consisting of construction level details shall be prepared including cost estimates, implementation schedule and monitoring protocol.
- CPH will prepare draft responses to two (2) Requests for Additional Information (RAI's) requested by SJRWMD regarding environmental comments.

- CPH shall advise and assist the County on any permit conditions, including mitigation, for the SJRWMD Permit. Upon SJRWMD permit issuance, CPH shall review the permit and provide advisement to the County on the type of post-permit tasks needed to remain in compliance with permit conditions. CPH shall prepare an advisory memorandum.

6.1.2 U.S. Army Corps of Engineers Permitting

Since the project is adjacent to coastal waters, the US Army Corps of Engineers (ACOE) permit may be reviewed by the National Marine Fisheries Service (NMFS) for direct impact (fill) or indirect impact (stormwater discharge) to Essential Fish Habitat (EFH). CPH will prepare a wetland jurisdiction determination (JD) package. For purposes of this determination, CPH will prepare documentation to be submitted with the ACOE's 8-page Form. The JD will be submitted as a part of the permit application request. This package of information will include the following:

- Site Location Map – a street map locating the site
- USGS Quadrangle Map - excerpt from map showing project boundary, section, township and range of the project and the latitude and longitude coordinates of the approximate center of the site
- Soils Map – tabulation of descriptions of soil types shown on the soils map excerpted from the County Soil Survey
- Preliminary Wetland Delineation – a print of the aerial photograph: 1) property boundary; 2) estimated jurisdictional wetland boundaries; 3) enumeration of each wetland;
- Wetland Studies Description - for each enumerated wetland a summary description of the wetland type and status (dominate vegetation, disturbance, etc.) as well as a discussion of contiguity, adjacency or isolation factors (e.g. distances from ditches and/or other waters)
- Data Form – a completed ACOE data form for each upland community type and each enumerated wetland
- Conduct an on-site meeting with the ACOE to review the JD package and delineated wetland boundaries. CPH anticipates one (1) day for this field meeting.

CPH shall prepare and submit an Individual Permit application to the ACOE to address any impact equal to or greater than 0.5 acres of wetlands under the regulatory jurisdiction of the ACOE. CPH shall modify the Environmental Resource Permit Report for submittal to ACOE to meet ACOE permitting requirements.

- Practicable Alternative Analysis: CPH will assist the County with the preparation of an analysis consistent with Sec 404.1(b) CFR. CPH will provide exhibits and graphics as may be necessary.
- Archaeological and Historical Resources: CPH shall review publicly available information for archaeological and historic resources within the project area and submit that information with the permit application. If required by permitting agencies or the FDOT, CPH shall provide a site specific cultural resource assessment report. This shall be an optional service.
- CPH shall coordinate with the County to obtain FDOT's signature on the federal application as the landowner.
- Provide a narrative description of direct, indirect and adverse cumulative impacts anticipated as a result of impacts to the wetlands.

- Unified Mitigation Assessment Methodology (UMAM): An analysis will be prepared of pre- & post-development wetland impacts following the UMAM as required by ACOE. The UMAM data sheets will document wetland conditions, alterations and general quality.
- The ACOE typically requires purchase of mitigation bank credits for wetland impact compensation. The available mitigation bank has freshwater credits only. It is assumed the ACOE will not accept mitigation bank credits from the mitigation bank as compensation. CPH shall prepare on-site mitigation enhancement/restoration opportunities. Mitigation design consisting of construction level details shall be prepared including cost estimates, implementation schedule and monitoring protocol.
- CPH will prepare draft responses to two (2) Requests for Additional Information (RAI's) requested by ACOE regarding environmental comments.
- In the event the project is exempt from ACOE permitting, CPH will assist the County with completing the Categorical Exclusion Checklist, including evaluating relevant Section 7 species to obtain concurrence from the USFWS/NMFS for certification.
- CPH shall advise and assist the County on any permit conditions, including mitigation, for the ACOE Permit. Upon ACOE permit issuance, CPH shall review the permit and provide advisement to the County on the type of post-permit tasks needed to remain in compliance with permit conditions. CPH shall prepare an advisory memorandum.

6.1.3 Informal USFWS Consultation

CPH shall prepare a written request to USFWS requesting clearance from further obligations related to the Crested Caracara for the Parrish Park Trailhead Project as the project is in the USFWS Crested Caracara USFWS Consultation Area and a caracara nest is recorded by USFWS as within 1,000 feet of the project area. CPH shall communicate with the USFWS via email and telephone to expedite their determination on whether a caracara survey is required. CPH shall forward all correspondence from the USFWS to the County.

6.1.4 4(f) Evaluation

This project will require a 4(f) evaluation for the use of the park and construction of the trailhead. CPH shall evaluate the project area and proposed improvements the County decides to permit and prepare a report to comply with the 4(f) review. The proposed report shall have the following sections: applicability, evaluation of alternatives, findings, mitigation & minimization, coordination and approval procedures.

6.1.5 Crested Caracara Survey & Report

The crested caracara is listed as Threatened by the USFWS and FFWCC. The subject project is located within the Crested Caracara Consultation Area. Suitable nesting and foraging habitat is found within the subject project boundaries. CPH recommends conducting a caracara survey to determine species absence, or confirm species presence, starting on or before January 10th as the survey window would need to be postponed until January the following year thus delaying development approvals. The following tasks shall be performed:

- Coordinate with USFWS for review and approval of survey protocol.
- Surveys must start no later than January 10 and continue through April 30 to provide adequate data. If the survey starts after January 10, and no nest(s) are found, the survey may not be considered valid by the Service. Surveys considered invalid should be repeated the following nesting season using the latest Service protocol to ensure that early nesting birds were not missed.
- A complete survey of the project area consists of one survey session every two weeks of each observation block within the project area. CPH shall establish up to five (5)

observation blocks for each two-week survey session. If a nest is found within an observation block prior to April 30, CPH shall begin Productivity Surveys as required by USFWS. A survey session is defined as a single survey within an identified observation block initiated at least 15 minutes prior to sunrise and lasting 3 hours.

- If a caracara is sighted, CPH scientists shall document its activity (i.e., foraging, roosting, preening, territorial behavior, etc.) and its location on an aerial map. If a caracara is in flight, CPH scientists shall document on the aerial map the direction the bird came from, the direction it is flying in, and if it is carrying nesting material or food. All caracara observations shall be recorded on the field data sheets, including time of observation, number of birds, plumage (adult/juvenile), activity/behavior (e.g., perching, foraging, feeding, preening, courtship or territorial display, etc.), and nest stage (building, incubating, nestlings, fledglings), if applicable. CPH scientists shall also mark any potential or confirmed nest tree locations on the aerial photo, with GPS coordinates of the observation site and an estimate of the direction and distance of the nest from the observation point.
- A single report of results will be prepared for the caracara field survey. The report will contain the following components:
 - **Introduction:** Identification of site location; purpose of the survey; narrative summary of survey approved by USFWS.
 - **Methods:** Summary description of survey methods; tabulation of survey dates and times; plots of vehicular and pedestrian survey routes (by date/direction).
 - **Results:** Summary description of recorded observations, by species; tabulation of date, time, number of individuals, approximate location of each observation of targeted species; a plot of observed locations of birds and nests with each observation numbered to correspond to the tabulation (*Note: the report will not be a management plan*). The report will provide guidance to the Client regarding accommodating caracara protection in the post-development scenario, if required. Report Preparation shall also include the field data sheets and aerial mapping of observation locations and flight patterns. The report shall discuss regulatory considerations for the development of the subject property.
 - CPH anticipates the final report shall be completed by the end of May.
 - The County shall receive an electronic copy of the report of results.

6.2 Optional Environmental Services

6.2.2 Cultural Resources Assessment & Report

Conduct archival research using property records, USGS maps, Florida Master Site File literature and aerial photographs to determine previous documentation of any recorded prehistoric or historic cultural resources that may be present within the project boundaries. Conduct subsurface testing at prescribed intervals across the project area. Any cultural material found (artifacts) will be subjected to professional curatorial processing and analysis. A Cultural Resources Assessment survey report will be provided for submittal to relevant reviewing agencies to fulfill archaeological permitting requirements. The report will include a consultant summary, environmental setting, cultural summary, research summary, cartographic figures, photographic figures, methodology, results conclusions, recommendation and survey log documentation.

6.2.3 SJRWMD & ACOE Permitting - boardwalk, platform and gangway

CPH shall include the boardwalk, platform and gangway for non-motorized boat launch as part of the project improvements should the County decide based on the informational available that this

recreational improvement will not prolong the permitting schedule. CPH shall include the following with the ACOE and SJRWMD permit applications.

- Provide a narrative description of direct, indirect and adverse cumulative impacts anticipated as a result of impacts to the wetlands to include the non-motorized launch.
- Unified Mitigation Assessment Methodology (UMAM): An analysis will be prepared of pre- & post-development wetland impacts following the UMAM as required by ACOE. The UMAM data sheets will document wetland conditions, alterations and general quality include the non-motorized launch.
- Coordinate with the Project Engineer to produce permit sketches, 8.5" by 11.0" drawings that show environmental resources, wetland impacts, cross sections, and development plan (4 additional drawings/exhibits) associated with the non-motorized launch.

TASK 7 – UTILITY COORDINATION

CPH understands the projects will require utility coordination for underground and overhead utilities. CPH will coordinate with the COUNTY, FPL, NASA, and other private utilities and propose a design that minimizes conflict. CPH will perform a Sunshine One Call to identify the utility owners adjacent the site. CPH will furnish the 30% Plans to the identified utility owners to confirm shown locations or markup their approximate utility locations. CPH will provide the 60%, and 90% plan stages to the utility owners for review and confirmation of utility location. CPH will attend up to two (2) meetings with the COUNTY and utility owners to coordinate any required utility relocations. CPH will prepare Utility Adjustment Plans for any utilities requiring relocation to show the proposed location of said utility. CPH is not responsible for the design of private utilities or the cost of the relocated utilities. If COUNTY owned utilities (water, sewer, reclaim) are unavoidable, CPH can provide a proposal to design the relocation plans.

TASK 8 – GEOTECHNICAL SERVICES

CPH will utilize Universal Engineering Sciences (UES) (as a sub-consultant) to perform the geotechnical exploration. Please refer to the proposal as submitted by UES.

TASK 9 – LANDSCAPE ARCHITECTURE SERVICES

CPH will provide Landscape Architecture design services to implement a Trailhead for the project site as described in the Project Description above. CPH Landscape Architects will coordinate with the Project Team to provide one (1) rendering of the conceptual plan, and provide landscaping and hardscape element design consistent with design intent provided by the COUNTY to meet current design criteria and standards of the FDOT FDM and FDOT Standard Plans for Road and Bridge Construction for a Class A, on-system LAP project, and the City of Titusville Land Development Code. Hardscape elements include, but are not limited to, gateway sign element modification, signage design, locations for site furnishings including litter receptacles, benches, bike racks and water fountains, and decorative hardscape surface materials (COUNTY will install furnishings). CPH Landscape Architects will attend up to two (2) coordination meetings with staff and will attend two (2) public meetings.

CPH will prepare 30% Design Plans based on staff direction and coordination of the preliminary design, consisting of plan view sheets of the improvements, detailing the proposed trailhead improvements associated with the project. CPH will submit the 30% Design Plans to the COUNTY for review, and will make revisions to the plans as requested.

Based on the COUNTY's review of the 30% Design Plans, CPH will prepare 60% construction plans on 11"x17" paper at a reasonable scale to clearly detail the proposed construction required to meet current design criteria and standards of the FDOT FDM and FDOT Standard Plans for Road and Bridge Construction for a Class A, on-system LAP project, City of Titusville, and ADA criteria, including incorporating necessary revisions from the review.

Based on the FDOT and COUNTY's 60% and 90% Plans Submittal reviews, CPH will coordinate with the COUNTY to incorporate the necessary revisions into the 90% and 100% plans (respectively). CPH will also prepare Final Bidding Documents and Supplemental Specifications.

TASK 10 – BID PHASE SERVICES (Optional, If Needed)

CPH will assist in the bidding of the construction contract by attending the pre-bid meeting and responding to Requests for Information (RFI) during bidding of the project. This task will be performed and billed as an hourly, not-to-exceed service. Refer to the Compensation section (and attached Staff-Hour breakdown) of this proposal for the proposed fee.

TASK 11 – POST DESIGN SERVICES (Optional, If Needed)

Assuming a nine-month construction time frame, CPH proposes attendance at the pre-construction meeting; review of contractor shop drawings; respond to RFI during the construction phase; attendance at seven (7) construction meetings, which will also include monthly site inspections to ensure compliance with the approved plans to enable certification at time of project close out; attendance at the Substantial, and Final Walk-throughs; as-built drawing review (as provided by the Contractor's Florida Licensed Surveyor, signed & sealed); and provide project close-out certification. CPH understands the COUNTY or another consultant will be required to perform the Construction Engineering and Inspection (CEI services). This task will be performed and billed as an hourly, not-to-exceed service. Refer to the Compensation section (and attached Staff-Hour breakdown) of this proposal for the proposed fee.

RESPONSIBILITIES OF OTHERS

- The COUNTY shall guarantee access to and make provisions for CPH to enter lands as required by CPH to perform their work under this Agreement.
- It is understood that CPH, Inc. will perform services under the sole direction of the COUNTY or their designated representative. In the performance of these services, CPH will coordinate its efforts with those of other project team members and consultants as required. The COUNTY shall provide CPH with all project related information available including the existing land plan, property legal description, title work, boundary and topographic surveys, geotechnical investigation reports, etc. CPH will rely upon the accuracy and completeness of all COUNTY furnished information in connection with the performance of services under this agreement.
- The COUNTY shall be responsible for reimbursing CPH of all Direct Expenses (fees) associated with processing the SJRWMD, FDEP, ACOE, and any other applications. The estimated fees are shown in the Compensation section. Any fee required and not listed in the Compensation section will be invoiced to the COUNTY out of the Contract amount.

SERVICES NOT INCLUDED

The following services are not provided as part of this Scope of Services and will require an amendment if requested:

- Construction Engineering and Inspection Services
- Evaluation of ownership and encumbrances, i.e., title reports Right-of-Way or Easement acquisition services
- Permits or authorization not specifically mentioned in this Scope of Services
- Any other issues not specifically described in this proposal

COMPENSATION

Labor

CONSULTANT will perform the Scope of Services contained in this Agreement as identified on each task on a lump-sum basis, as identified in the corresponding task of the Scope of Services. The following is the breakdown of fees for each task.

COAST TO COAST TRAILHEAD AT PARRISH PARK - TITUSVILLE

BASIC SERVICES

Task	Task Description	Billing Method	Fee
BASIC SERVICES			
1.	Project Administration	Lump Sum	\$18,832.80
2.A	Surveying Services	Lump Sum	\$18,679.05
3.1	Civil Engineering Design Services	Lump Sum	\$86,701.16
3.2	Structural Design (Sheet Pile)	Lump Sum	\$14,252.69
3.3	Environmental Svc – Prelim Tasks	Lump Sum	\$13,160.62
4.	Electrical Design Services	Lump Sum	\$15,402.00
5.	Permitting	Lump Sum	\$7,502.44
6. (6.1.1 - 6.1.4)	Environmental Services	Lump Sum	\$35,526.08
6.1.5	Caracara Survey & Report	Lump Sum	\$15,839.40
7.	Utility Coord. / Relocation Plan	Lump Sum	\$3,045.83
8.	Geotechnical Services	Lump Sum	\$6,500.00
9.	Landscape Services	Lump Sum	\$11,808.15

Direct Expenses (Permitting Fees)

SJRWMD Individual Permit	Reimbursed	\$5,380.00
Sovereign Submerged Lands App	Reimbursed	\$606.00
Sovereign Submerged Lands Esmt	Reimbursed	\$606.00
ACOE Permit	Reimbursed	\$100.00

BASIC SERVICES TOTAL Lump Sum \$253,942.24

OPTIONAL SERVICES

3.2	Structural Services (Boardwalk, Platform, and Gangway)	Lump Sum	\$8,821.19
6.4.2	Cultural Resource Assess & Report	Lump Sum	\$5,713.77
6.4.3	SJRWMD & ACOE Permitting (Boardwalk, Platform, and Gangway)	Lump Sum	\$4,180.75
10.	Bid Phase Services	Hourly	\$4,698.25
11.	Post Design Services	Hourly	\$22,357.25

OPTIONAL SERVICES TOTAL As Noted Above \$45,771.21

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, above utility relocation design fees, utility connection fees, review fees, etc., will be reimbursed by the COUNTY.

CONSULTANT will submit invoices on a monthly basis to the COUNTY for payment. Lump Sum tasks will be billed as percent complete. Reimbursable expenses are included in the fees stated above, except Direct Expenses listed above.

Universal Engineering Sciences, Inc.

WORK AUTHORIZATION/PROPOSAL ACCEPTANCE FORM

If This Proposal Is Accepted, Please Sign and Return To Universal Engineering Sciences, Inc.

Universal Engineering Sciences, Inc. (UNIVERSAL) is pleased to provide the services described within this document. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME:	<u>Parrish Park Trailhead</u>	DATE:	<u>November 27, 2018</u>
PROJECT LOCATION:	<u>SR 402, Titusville, Florida</u>	2nd REVISION:	<u>January 25, 2019</u>
ATTENTION:	<u>Mr. Kurt R. Luman</u>	PHONE NO:	<u>407-322-6841, Ext 1160</u>
CLIENT NAME:	<u>CPH, Inc.</u>	CELL NO:	<u>386-837-7322</u>
CLIENT ADDRESS:	<u>500 West Fulton Street, Sanford, Florida 32771</u>	E-MAIL:	<u>kluman@cphcorp.com</u>

I. Scope of Services and Understanding of Project, Proposal For Geotechnical Engineering Services (See attached notes and General Conditions document for additional terms of this agreement).

Universal Opportunity No. 0330.1118.00014

Field Services

1. Drill three (3) Standard Penetration Test (SPT) borings at the proposed sheet pile wall location to a depth of 30 feet below the existing land surface (bls).
2. Drill three (3) SPT borings within the footprints of the proposed new paved parking lots to a depth of 10 feet bls.
3. Drill three (3) SPT borings within the footprints of the proposed retention basins to a depth of 15 feet bls.
4. Obtain a series of six (6) undisturbed Shelby tube samples (3 horizontal & 3 vertical) of the near surface soils within the proposed retention areas for subsequent laboratory permeability testing.
5. Drill one (1) SPT boring within the non-motorized boat launch area to a depth of 25 feet bls.
6. Obtain stabilized groundwater level readings at each of the boring locations.

Laboratory Services

7. Two (2) organic content tests
8. Six (6) #200 sieve tests to help determine the silt & clay content of the site soils
9. Six (6) constant head permeability tests (3 horizontal & 3 vertical)

Engineering Services

10. Engineering Analysis and Geotechnical Engineering Report including descriptions of the soil strata encountered, estimates of the typical wet season high groundwater table depths at the boring locations, recommendations for site preparation procedures & design parameters for the project pavements, recommendations for lateral earth pressure parameters for the new sheet pile wall, and general comments concerning the anticipated infiltration characteristics of retention basin subsoils.

TOTAL ESTIMATED COST \$6,500.00

UESDOCS-#1827971-v1A

II. Contract documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. Brevard Continuing Contract
- B. Universal Proposal Dated: January 25, 2019
- C. Plans, reports, specifications and/or other documents provided by the Client prior to this Agreement date.
- D. Other exhibits marked and described as follows: _____

In the event of any inconsistency or conflict among Contract Documents, the provision in the Contract Document first listed shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

Firm: _____	Social Security Number or Federal Identification No.: _____
Address: _____	

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives:

CLIENT _____	UNIVERSAL ENGINEERING SCIENCES, INC.
BY (Signature) _____	BY (Signature) <u><i>Brad Faucett</i></u>
TYPED NAME _____	TYPED NAME <u>Brad Faucett, M.S. P.E.</u>
TITLE _____	TITLE <u>Regional Engineer</u>
DATE _____	DATE <u>January 25, 2019</u>

RETURN ONE EXECUTED COPY TO
UNIVERSAL ENGINEERING SCIENCES, INC.
820 BREVARD AVENUE * ROCKLEDGE, FLORIDA 32955
TELEPHONE: 321-638-0809/FACSIMILE: 321-638-0978

UNIVERSAL ENGINEERING SCIENCES, INC.
PROPOSAL FOR SUBSURFACE EXPLORATION
Proposed Parrish Park Trailhead
SR 402
Titusville, Brevard County, Florida
Universal Opportunity No. 0330.1118.00014

NOTES:

1. This is a lump sum proposal for the scope of work given. Any requested additional work beyond the listed scope will be invoiced at Universal's typical unit rates.
2. We have made a good faith effort to work with you to develop a work scope and fee estimate. Due to the possibility of unknown underground conditions to be encountered and/or the need for additional services, we recommend that you budget a contingency equal to 15% of the total fee estimate. Any service required to be performed outside of the scope of work indicated in this proposal (e.g. additional borings or boring depths, etc.) will be invoiced at Universal's normal unit rates. Authorization will be obtained before any such additional services are performed.
3. This exploration does not include any retention area or exfiltration trench analysis or design.
4. This cost estimate does not include applicable state and local taxes, if any.
5. Universal will not take responsibility for damages to underground services or structures. These structures are to be mapped in the field by the appropriate agencies prior to the commencement of our field work. We can provide these services at an additional charge, if requested.
6. If the estimated typical wet season high groundwater level is to be referenced to sea level datum, either a detailed topographic survey sheet will be required, or elevation readings by an experienced surveyor at the borehole locations must be provided to us.
7. The prices in this proposal will remain effective for 90 days from the date of proposal.
8. A PDF of the final report will be e-mailed. Up to two hard copies will be mailed only if requested.
9. Soil samples will be retained at our laboratory for a period of 60 days, after which the samples will be discarded.
10. Based on our present schedule, field work can commence within one to two weeks of receiving the written notice to proceed (WNP). The final geotechnical report should be submitted within four to five weeks of receiving the WNP. If this schedule needs to be revised or amended, please call us as soon as possible.
11. If groundwater contamination is encountered and casing of boreholes to the top of any confinement layer is required, then it shall be billed at a rate of \$35.00 per lineal foot. In addition, the costs of such items as crew protective gear, the containerization of drilling spoils, laboratory chemical testing of soil/groundwater, etc. will be billed at Universal's standard rates.
12. This proposal assumes that the site is accessible to our truck mounted drilling rig. Equipment clearing costs, and other accessibility costs, are not included. Permitting costs (FDOT, St. Johns River Water Management District, Brevard County, etc.), if required, are also not included within the scope of this proposal.

Exhibit "B"

**Brevard County
Parrish Park Trailhead Improvements**

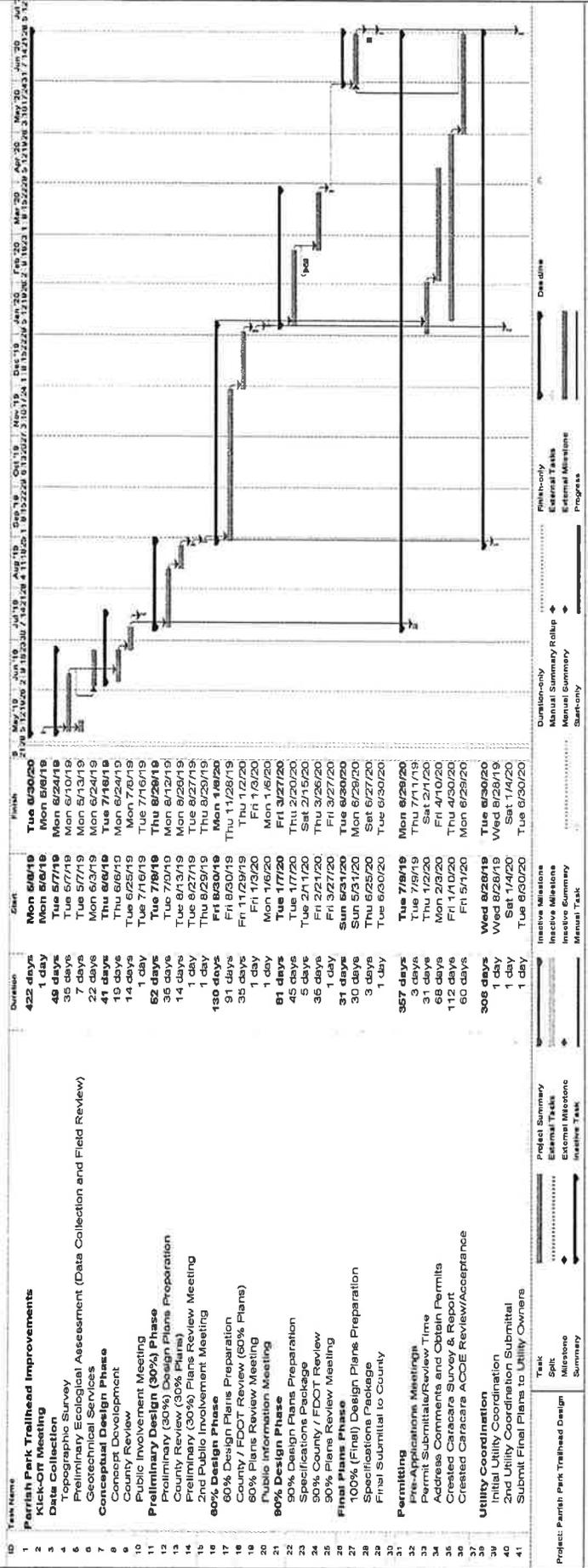


Exhibit "C"

Completed Forms

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

CPH, Inc.

Name of Consultant

By: 

Nikhel Jindal, GCC

06/04/2018

Date

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFQ # 4-18-11	Design Services for Florida Coast to Coast Parrish Park Trailhead	441778-1
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Nikhel Jindal, GCC		06/04/2018
Kurt R. Luman, Jr., P.E.		10/4/2018
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: CPH, Inc.

By: Nikhel Jindal, GCC

Date: 06/04/2018

Title: Vice President / Associate

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

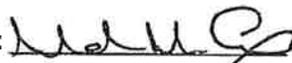
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Gerald M. Cox, CGC, CUC

By: 5/25/18 Date:  Authorized Signature

Title: Vice President / Associate

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?
 YES NO
 If no, then please complete section 4
 below for "Prime"

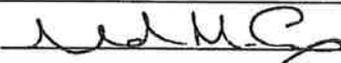
1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Gerald M. Cox, CGC, CUC Title: Vice President / Associate Telephone No.: 407.322.6841 Date (mm/dd/yyyy): 05/25/2018	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

Exhibit "D"

Terms for Federal Aid Contracts

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX II):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the wilful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
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1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. 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.

Exhibit "E"
County References



FLORIDA'S SPACE COAST



**ADMINISTRATIVE
ORDER**

TITLE: Prompt Payment of Invoices	NUMBER: A0-33
	CANCELS: 04/11/08
	APPROVED: 10/04/12
	ORIGINATOR: County Manager
	REVIEW: 10/04/13

I. PURPOSE AND SCOPE

To specify the process for receiving invoices, evaluating invoices for proper content, notifying vendors of improper invoices and resolving disputes related to invoices, so that timely payment occurs.

II. DEFINITIONS AND REFERENCES

- A. Agent: Means project architect, project engineer; or any other agency or person acting on behalf of the County. (A)
- B. Construction services: All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property that require a license under parts I and II of Florida Statutes, Chapter 489.
- C. Contractor or provider of construction services: Any person who contracts directly with the County to provide construction services.
- D. County: A political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution. For the purpose and scope of this Administrative Order, "County" shall mean the Board of County Commissioners of Brevard County, Florida and those departments and offices under the authority of the Board. (A)
- E. Florida Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. (R)
- F. Payment request: A request for payment for construction services which conforms with all statutory requirements and all requirements specified by the County. (A)
- G. Proper Invoice: An invoice which conforms with all statutory requirements and all requirements set forth in Section V below. (R)
- H. Purchase: The purchase of goods, services, or construction services; the purchase or lease of personal property; or the lease of real property by the County. (A)

- I. Vendor: Any person who sells goods or services, sells or leases personal property, or leases real property directly to the County. (A)

III. NOTIFICATION TO VENDORS OF COUNTY REQUIREMENTS

Purchasing, or in the case of contracts where Purchasing is not involved, the appropriate County department/agency shall make the invoice requirements set out herein available to the vendors. (A)

IV. INVOICE RECEIPT

- A. The County agency first receiving an invoice shall mark the invoice with the agency's name and the date received by using a dated stamp, or by typing or writing in ink. (R)
- B. All Board agencies are required to submit undisputed invoices for payment to County Finance within fifteen (15) calendar days after receipt of invoice.
- C. All Board agencies are required to maintain a record of the receipt of services, receipt of invoice and subsequent submittal of invoice to County Finance.

V. INVOICE EVALUATION FOR PROPER CONTENT

- A. The County agency receiving the items specified on the invoice shall review the invoice to ensure that the information is accurate and that it contains all of the information as follows (R):
 1. Invoice fully complies with applicable purchase order, contract, etc.
 2. Vendor name and address.
 3. Purchase order/contract number (if applicable)
 4. Invoice date
 5. Invoice Number
 6. Itemized invoice, including division of pmts and labor charges, if applicable.
 - a. Number of items
 - b. Type of items
 - c. Unit price, extended price and total
 7. Delivery date or date of service.
- B. Upon review, those invoices determined to be accurate and correct shall be signed by the agency staff person authorized to approve expenditures of their agency's funds and whose signature is on file with the Finance Department in accordance with A0-39, Signature Authorization Cards. The authorized reviewer shall also indicate the date the review was performed. (R)
- C. Full and partial payments shall be certified for payment and forwarded to County Finance.

VI. NOTIFYING VENDORS OF IMPROPER INVOICES

- A. Any errors shall be annotated on the invoice. (A)
- B. In any case in which an improper invoice (meaning the invoice contains incorrect information or is missing information required under this Administrative Order) is submitted by a vendor, the County agency reviewing the invoice for proper content shall, within 10 days after the improper invoice is first received by Brevard County, notify the vendor that the invoice is improper. (R)
- C. The County agency shall indicate, in writing, what corrective action on the part of the vendor is needed to make the invoice proper and the date by which a corrected invoice should be received by the County. (R)

VII. RESOLVING INVOICE DISPUTES

- A. In the event a dispute occurs between a vendor and the County concerning payment of a payment request or an invoice, such disagreement shall be resolved by a vendor dispute committee consisting of representatives of the affected County agency, Purchasing, and the County Attorney. (R)
- B. Proceedings to resolve the dispute shall commence no later than 45 days after the date on which a payment request or proper invoice was received by the County and shall be concluded by final decision by the County no later than 60 days after the date on which the payment request or proper invoice was received by the County. Resolution of disputes between a vendor and the County concerning payment of a payment request or an invoice will follow F.S. 218.76. (R)
- C. If the dispute is resolved in favor of the County, then interest charges shall begin to accrue 15 days after the County's final decision.
- D. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

VIII. CALCULATION OF TIME UPON WHICH PAYMENT IS DUE (A)

- A. The time at which payment is due for a purchase other than construction services shall be calculated from:
 - 1. The date on which a proper invoice is received by the Finance Department after approval by the receiving department or office; or
 - 2. If a proper invoice is not received, whichever is the latest date of the following:
 - a. The date on which delivery of personal property is accepted by the County;
 - b. The date on which services are completed;
 - c. The date on which the rental period begins; or
 - d. The date on which the County and vendor agree in a contract that provides dates relative to payment periods

- B. Payment for purchases of construction services will follow F.S. 218.735 and are as follows:
1. The due date for payment for the purchase of construction services by the County is determined as follows:
 - (a) If the project architect or project engineer or other agent as defined must approve the invoice prior to the invoice being submitted to the County, payment is due 25 business days after the date on which the invoice is stamped as received by the agent as provided in Section IV.A of this Administrative Order. (R)
 - (b) If an agent need not approve the invoice which is submitted by the contractor, payment is due 20 business days after the date on which the invoice is stamped as received as provided in Section IV.A of this Administrative Order. (R)
 2. The County may reject the invoice within 20 business days after the date on which the invoice is stamped as received as provided in Section IV.A of this Administrative Order. The rejection must be written and must specify the deficiency in the invoice and the action necessary to make the invoice proper. (R)
 3. If an invoice is rejected under subsection (2) or this subsection and the contractor submits a corrected invoice, the corrected invoice must be paid or rejected no later than 10 business days after the date the corrected invoice is stamped as received.
 4. If a dispute between the County and the contractor cannot be resolved by the procedure in (2) and (3), the dispute will be resolved in accordance of Section VII of this Administrative Order. (A)
 5. The payment time periods provided in this section for construction services purchased by the County shall not affect contractual provisions or contractual covenants of the County in effect on September 30, 1995.
 6. Retainage for payments shall be as provided in F.S. 218.735.
- C. Payment by federal funds: If the County intends to pay for a purchase with federal funds, the County shall not make such purchase without reasonable assurance that the federal funds received will cover the cost. Where payment or the time of payment is contingent on receipt of federal funds or federal approval, any contract and any solicitation to bid shall clearly state such contingency. (R)

IX. TIMELY PAYMENT OF INVOICE

- A. The time by which payment for goods or services other than construction services is due shall be 45 days from the date established in Section VIII or specified in Section VII. (R)

X. INTEREST PAYMENT

- A. Non-timely payments bear interest from 30 days after the due date at the rate of one percent (1%) per month on the unpaid balance. Any overdue period of less than one (1) month shall be considered as one month in computing interest. Interest computation will follow F.S. 218.74.
- B. Vendors must invoice the County for the accrued interest. It is the responsibility of the department to fund the interest payment.
- C. No contract between the County and a vendor or a provider of construction services shall prohibit the collection of late payment interest charges allowable under F.S. 218.74. (A)

XI. REPORT OF INTEREST

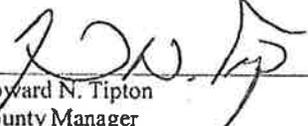
County Finance shall, during December of each year, report to the Board of County Commissioners, the number of interest payments exceeding \$250 made by the County during the preceding fiscal year and the total amount of such payments.

XII. STATUTORY REQUIREMENTS

Should any directives or procedures included herein conflict with requirements established within Sections 218.70 through 218.79, Florida Statutes or any other sections of Florida Statutes as amended, statutory requirements shall prevail. (A)

XIII. RESERVATION OF AUTHORITY

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


Howard N. Tipton
County Manager



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.

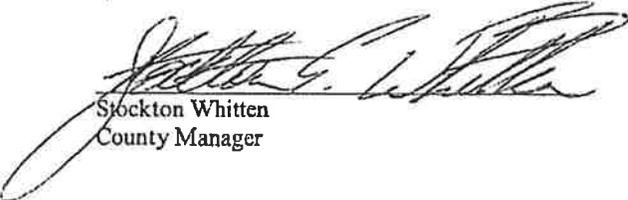
13. Provide for and supervise all inspections of original or master copies of public records to prevent damage, loss or alteration.
14. Maintain a record of the request and its resolution. Update the public records request tracking program on a regular basis to provide the status of the request until 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.