



**AGENDA REPORT
May 8, 2018**

SUBJECT:

Resolution and Agreement of Maintenance Responsibilities with the State of Florida Department of Transportation, Re: SR 406 Coast to Coast Trail (District 1)

FISCAL IMPACT:

Approval of this action will result in an expenditure of approximately \$10,000 from North Area Parks Operations Budget, Fund 1010, Account 250010. The balance of the account is \$3,870,715.

DEPT/OFFICE:

Parks and Recreation

REQUESTED ACTION:

It is requested the Board approve and authorize the Chair to execute a Resolution and Agreement of Maintenance Responsibilities with the State of Florida Department of Transportation for the SR 406 Coast to Coast Trail. It is further requested the Board authorize the Chair to execute resulting amendments to the agreement upon County Attorney and Risk Management approval.

SUMMARY EXPLANATION and BACKGROUND:

The Florida Department of Transportation (FDOT) is has programmed \$364,594 in their FY 2019 Work Program to construct a 12' wide multi-use trail from approximately the east end of the A. Max Brewer Memorial Causeway to the Merritt Island National Wildlife Refuge. FDOT requires execution of the Agreement of Maintenance Responsibilities prior to the start of construction of this project. The project will be completed along with the milling and resurfacing of the roadway east of the bridge and is scheduled to start in July, 2018 The trail is part of the Florida Coast to Coast trail network that will run from the Atlantic Ocean to the Gulf of Mexico. This portion of the trail will connect the trail west of the bridge in Titusville to the proposed trail through the Merritt Island Wildlife Refuge to the Canaveral National Seashore. The Agreement has been reviewed and approved by the Assistant County Attorney and Risk Management.

ATTACHMENTS:

Description

- ▢ **Maintenance Agreement**
- ▢ **Risk Mgmt Contract Approval Form**
- ▢ **Resolution Maintenance Agreement**
- ▢ **Maintenance Agreement CAO**
- ▢ **Maintenance Agreement Final**

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Florida Department of Transportation	
2. Fund/Account #: 1010/250010	3. Department Name: Parks & Recreation
4. Contract Description: Agreement of Maintenance Responsibilities	
5. Contract Monitor: Melissa Renninger	7. Contract Type: INTERGOVT/STATE
6. Dept/Office Director: Mary Ellen Donner	

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Department of Parks and Recreation 1000 North US Highway 1 Sebring, FL 33870 888.888.8888</small>	04/25/2018
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 type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
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"/>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

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SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
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

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>MDS</i>	<i>4/26/18</i>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
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 Date (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"/>



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

May 9, 2018

M E M O R A N D U M

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item II.B.3., Resolution and Agreement of Maintenance Responsibilities with the Florida Department of Transportation (FDOT) for State Road (SR) 406 Coast to Coast Trail

The Board of County Commissioners, in regular session on May 8, 2018, adopted Resolution No. 18-065, and executed Agreement of Maintenance with FDOT for SR 406 Coast to Coast Trail; and authorized the Chair to execute resulting amendments to the agreement upon County Attorney and Risk Management approval. Enclosed are fully-executed Resolution and two executed Agreements.

Upon execution by FDOT, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (3)

cc: Contracts Administration
Finance
Budget

RESOLUTION NO. 2018- 065

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT OF MAINTENANCE RESPONSIBILITIES WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SR 406 COAST TO COAST TRAIL

WHEREAS, the State of Florida Department of Transportation (FDOT) and Brevard County agree that Brevard County shall maintain the SR 406 Coast to Coast Trail east of A. Max Brewer Bridge to the Merritt Island National Refuge; and,

WHEREAS, FDOT has requested Brevard County to execute and deliver to FDOT the Local Agency Program (LAP) Agreement for the aforementioned project, FPN 436187-3.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that Rita Pritchett, Chair of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to FDOT the Agreement of Maintenance Responsibilities for the aforementioned project, FPN 436187-3.

DONE AND RESOLVED in regular session this 8th day of May, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



Rita Pritchett, Chair

As approved by the Board on May 8, 2018.

FLORIDA DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT AMENDMENT #1

This AMENDMENT, entered this _____ day of _____, 2019, by and between the Florida Department of Transportation (**DEPARTMENT**) and Brevard County (**COUNTY**).

RECITALS

WHEREAS, the **DEPARTMENT** constructed a multi-use trail on SR 406 as depicted in the Construction Plans and Specifications of FPID #436187-3-52-01;

WHEREAS, and the **DEPARTMENT** and **COUNTY** entered into a Maintenance Agreement on May 8, 2018 (“Agreement”) to establish perpetual maintenance responsibility for the multi-use trail, also known as the Coast to Coast Trail (the “Project”);

WHEREAS, the **COUNTY** has been maintaining the Project in accordance to the Provisions of the Agreement;

WHEREAS, the **COUNTY** desires to have additional improvements made within the limits of said Project, including specific landscaping;

WHEREAS, the parties agree that that the improvements would enhance the aesthetic value of the Project and provide additional public benefit;

WHEREAS, the parties mutually recognize the need for amending the Agreement to incorporate such improvements;

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

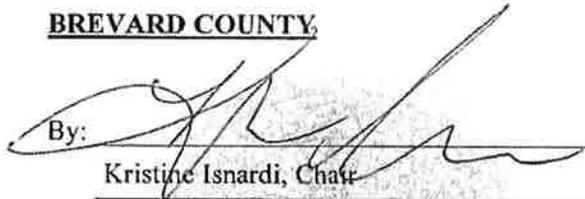
- 1) The **DEPARTMENT** agrees to install landscaping within the limits of the Project as depicted in the Plans of FPID #437112-1-52-01 (Exhibit “A”).
- 2) All costs associated with the design and construction of the improvements will be the responsibility of the **DEPARTMENT**.
- 3) Upon completion of the improvements, but prior to the issuance of the Notice of Final Acceptance:
 - a) The **DEPARTMENT** shall submit to the **COUNTY** a written certification that all work has been completed in accordance with Contract documents.
 - b) The **COUNTY** shall inspect (or waive right of inspection) the improvements with reasonable promptness after receipt of certification.
 - c) The **DEPARTMENT** shall remedy deficiencies; if any, and issue an additional notification to the **COUNTY** that the work is complete.
 - d) If necessary, the **COUNTY** shall re-inspect the improvements with the **DEPARTMENT**.

- e) Upon completion, the **DEPARTMENT** will issue a Notice of Final Acceptance to the **DEPARTMENT's** Contractor with a copy of said notice to the **COUNTY**.
- 4) The **COUNTY** shall accept maintenance responsibility upon the issuance of the **DEPARTMENT's** Notice of Final Acceptance to the Contractor.
- 5) Such maintenance responsibilities shall be in addition to and in conjunction with all those responsibilities outlined in the Agreement, specifically, but not limited to, paragraph 6 of the Agreement and shall include any and all necessary work to ensure that the features installed under 437112-1-52-01 are maintained to **DEPARTMENT** standards.
- 6) All provisions of the Agreement shall remain in full force and effect unless otherwise amended by both parties in writing.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

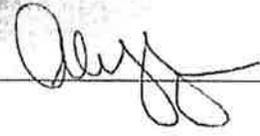
BREVARD COUNTY

By: 
 Kristine Isnardi, Chair

Printed Name & Title

Attest: 
 Scott Ellis, Clerk of Court

Printed Name & Title

Legal Approval: 

DEPARTMENT OF TRANSPORTATION

By: _____
 Alan Hyman, P.E., Director of Transportation Operations

Attest: _____
 Katherine Kokesh, Executive Assistant

Legal Approval: _____

CONTRACT PLANS COMPONENTS
LANDSCAPE PLANS

EXHIBIT A

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-01	KEY SHEET/SIGNATURE SHEET
LD-02	TABULATION OF QUANTITIES/LANDSCAPE NOTES
LD-03-06	LANDSCAPE PLANS
LD-07	LANDSCAPE DETAILS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 437112-1-52-01
BREVARD COUNTY (70160)
COAST TO COAST TRAIL BUFFER

STATE ROAD NO. 406

LANDSCAPE PLANS



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED
BY:



ON THE DATE ADJACENT TO THE SEAL,
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED
AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON THE
ELECTRONIC COPIES.

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-01	KEY SHEET/SIGNATURE SHEET
LD-02	TABULATION OF QUANTITIES/LANDSCAPE NOTES
LD-03-06	LANDSCAPE PLANS

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2018-19 Standard Plans for Road and
Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the
following website: <http://www.flot.gov/design/standardplans>

APPLICABLE IRs:

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, Jan, 2019 Standard Specifications for Road
and Bridge Construction at the following website:
<http://www.flot.gov/programmanagement/implemented/SpecBooks>

LANDSCAPE PLANS LANDSCAPE ARCHITECT OF RECORD:

SUSAN PREIL, R.L.A.
R.L.A. NO. 0001707
ARKINS NORTH AMERICA, INC.
480 S. KELLER ROAD
ORLANDO, FL 32810
CONTRACT #: C-9Y31
VENDOR #: SA-069138051
CERTIFICATE OF AUTHORIZATION NO.: 24
SC000723

FDOT PROJECT MANAGER:

Geneva Maynard

REVISIONS:

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
E5Y50	19	LD-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER FILE #E010-11011 F.A.C.

TABULATION OF QUANTITIES / PLANT SCHEDULE

PAY ITEM NO.	PAY SIZE	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAXIMUM MAINTAINED SIZE	SPACING	REMARKS	UNITS	SHEET NUMBERS						Total		
										LD-03		LD-04		LD-05			LD-06	
										Plan	Final	Plan	Final	Plan	Final		Plan	Final
SHRUB AREAS																		
0580-1-2	LARGE	MYR FRA	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	30 GAL.	N/A	N/A	FULL	EA	30		41		38		22		131
0580-1-1	SMALL	SPA BAK	SPARTINA BAKERI	SAND CORDGRASS	3 GAL.	36"	36" o.c.	FULL	EA	204		380		223		141		948
0580-1-1	SMALL	SPA PAT	SPARTINA PATEWS	SALT MEADOW CORDGRASS	3 GAL.	18"	24" o.c.	FULL	EA	150		44		251		97		542
PAY ITEM NO.	PAY SIZE	SYM	BOTANICAL NAME	COMMON NAME	CONT.	MAXIMUM MAINTAINED SIZE	SPACING	REMARKS	UNITS									
0570-1-2		PAS NOT	PASPALUM NOTATUM	ARGENTINE BAHIA GRASS	SY	SOD		WEED FREE	SY	631		906		930		406		2873
PAY ITEM NO.	PAY SIZE	SYM	BOTANICAL NAME	COMMON NAME	CONT.	MAXIMUM MAINTAINED SIZE	SPACING	REMARKS	UNITS									
		MULCH		TRIPLE WASHED COQUINA	SY	MULCH			SY	1053		1829		1433		741		5055
		SOIL		PLANTING SOIL	CY	SOIL			CY	301		490		400		208		1399

GENERAL NOTES:

- THIS PROJECT IS WITHIN 10 NAUTICAL MILES OF THE SPACE COAST REGIONAL AIRPORT AND ARTHUR DUNN AIRPARK. THE PROJECT MUST BE COORDINATED WITH THE AIRPORT MANAGER OF SPACE COAST REGIONAL AIRPORT AND ARTHUR DUNN AIRPARK TO ENSURE ALL SAFETY ISSUES, REGARDING AIRPORT ACTIVITY, ARE BEING REVIEWED, SAFETY ISSUES OF CONCERN INCLUDE, BUT NOT LIMITED TO:
 - SMOKE GENERATED BY THE EQUIPMENT BEING USED.
 - TALL STRUCTURES, TO INCLUDE CRANES, LIGHT POLES, SIGNS, LANDSCAPING, ETC, DURING AND AFTER CONSTRUCTION THAT MAY PENETRATE THE FEDERAL AVIATION REGULATIONS (FAR), PART 77 SURFACES TO THE AIRPORT;
 - LIGHTING USED DURING NIGHTTIME OPERATIONS, AND THAT IT IS SHIELDED FROM PROJECTING UPWARDS AND OUTWARD, WHICH COULD CAUSE BLINDNESS OR CONFUSION BY APPROACHING AND DEPARTING AIRCRAFT.
 - STOCKPILING OF MATERIAL OR STORMWATER POND LOCATIONS THAT COULD ATTRACT WILDLIFE.

LANDSCAPE NOTES:

- MULCH WITH 3" LAYER OF TRIPLE WASHED COQUINA MULCH, PROVIDE SAMPLES FOR APPROVAL PRIOR TO INSTALLATION, THIS PRODUCT IS AVAILABLE AT CYPRESS, SOD & MULCH.
- FLAG ALL PLANTING LOCATIONS PRIOR TO INSTALLATION. ALL PLANTING LOCATIONS MUST BE APPROVED BY AND MAY BE ADJUSTED BY THE FDOT DISTRICT LANDSCAPE ARCHITECT.
- APPROPRIATELY SIZED SIMPSON'S STOPPERS ARE AVAILABLE AT SEBASTIAN RIVER FARMS.
- CONTRACTOR TO PREPARE A STORMWATER POLLUTION PROTECTION PLAN FOR REVIEW BY THE DEPARTMENT BEFORE CONSTRUCTION. PLAN MUST ADDRESS PROTECTION OF WETLAND AND SURFACE WATER PROTECTION MEASURES.
- THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vw) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
- NON-LOCATED/UNMARKED FDOT ITS FACILITIES, INCLUDING FIBER OPTIC COMMUNICATION AND TRAFFIC CONTROL SIGNAL LOOPS/DEVICES, MAY BE LOCATED WITHIN THE PROJECT LIMITS; MAKE TEMPORARY REPAIRS TO ANY DAMAGE TO A FACILITY WITHIN FOUR (4) HOURS OF THE OCCURRENCE. IF ASSISTANCE IS REQUIRED REGARDING ITS FACILITIES, CONTACT THE FDOT TRAFFIC OPERATIONS ITS MANAGER AT (386) 943-5000.
- MAINTAIN POSTED SPEED AT ALL TIMES. REFER TO FDOT STANDARD INDEX 102-611 AND 102-612 FOR TRAFFIC CONTROLS.
- PROVIDE AN IN-GROUND TEMPORARY IRRIGATION SYSTEM TO SUPPLY ALL PROPOSED LANDSCAPE MATERIAL WITH SUFFICIENT WATER TO ESTABLISH PLANTS IN A THRIVING CONDITION. TEMPORARY IRRIGATION SHALL BE CONSTRUCTED OF PVC PIPE, BURIED UNDERGROUND IN TURF AREAS, ABOVE GROUND PIPE IS ACCEPTABLE WHERE MOWING OPERATIONS ARE NOT REQUIRED, BUBBLERS AND DRIP IRRIGATION SHALL BE ARRANGED TO PROVIDE COMPLETE COVERAGE. PIPING BENEATH ROADWAYS (IF REQUIRE) IS THE CONTRACTOR'S RESPONSIBILITY. WATER AND POWER SOURCE, CONNECTION, PERMITTING, AND ANY AND ALL OTHER FEES ASSOCIATED WITH THE TEMPORARY IRRIGATION SYSTEM, INCLUDING COST OF WATER AND POWER THROUGHOUT THE ESTABLISHMENT PERIOD, ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE TO BE INCLUDED IN THE LUMP SUM COST OF THE PROJECT. CURRENTLY, THERE IS NO SOURCE OF WATER AT THE PROJECT SITE, THE CONTRACTOR WILL PROVIDE THE WATER, IRRIGATION TO BE CARPED OR REMOVED PRIOR TO FINAL ACCEPTANCE. EXERCISE EXTREME CAUTION TO PROTECT EXISTING UTILITIES.
- THE CONTRACTOR WILL BE REMOVING AND REPLACING EXISTING SOIL ON THE PROJECT, THE QUALITY OF THE SOIL WILL BE SUITABLE FOR PLANT GROWTH AND MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS, THE DEPTH OF SOIL REMOVED WILL BE DEPENDENT ON THE PLANT SPECIES PROPOSED:
 - 4 INCHES OF SOIL WILL BE REMOVED AND REPLACED IN ALL PROPOSED TURF AREAS. THE ELEVATION OF THE PLANTED SOD WILL BE FLUSH WITH THE ADJACENT ROADWAY SHOULDER.
 - SHRUB PLANTING AREAS WILL HAVE SOIL REMOVED TO A3 DEPTH OF 24 INCHES.
 - ON THE SOUTH SIDE OF THE TRAIL, THE SHRUB PLANTING SPACE WILL BE 36 INCHES WIDE.
 - ON THE NORTH SIDE OF THE TRAIL, THE SHRUB PLANTING SPACE WILL BE 48 INCHES WIDE.

UTILITY: FLORIDA POWER & LIGHT - BREVARD
CENTURYLINK
AT&T/DISTRIBUTION

PHONE: 386-568-6403
877-366-6344 ext. 2
561-897-0240

SUMMARY OF LITTER REMOVAL AND MOWING

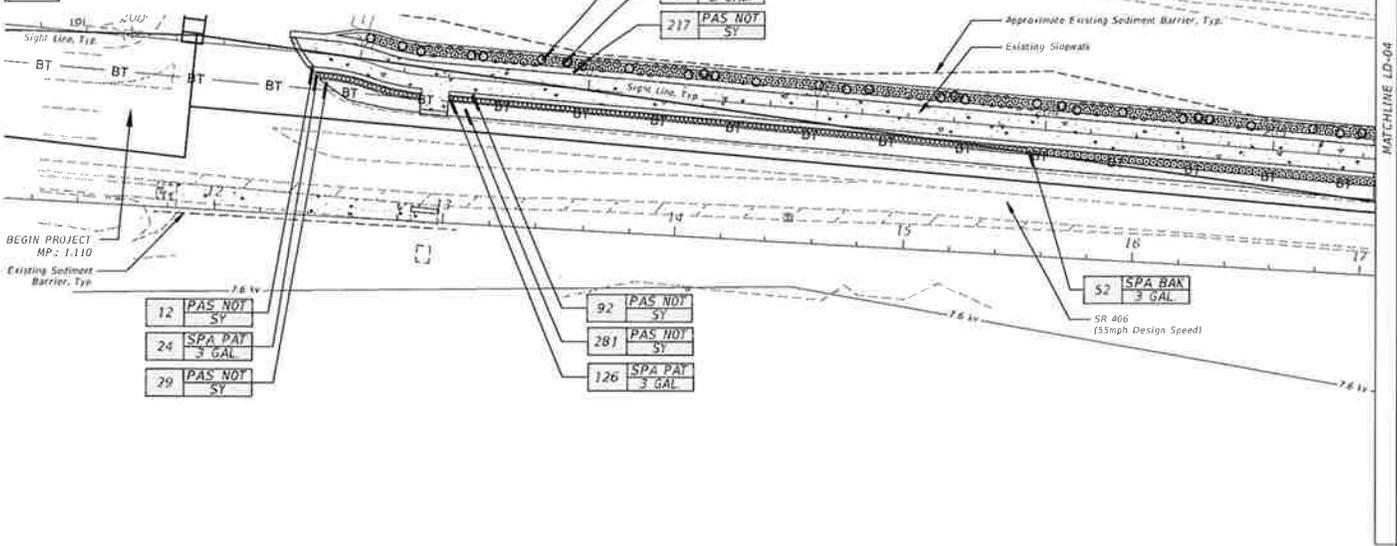
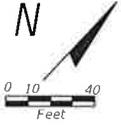
PHASE	DURATION (DAYS)	FREQUENCY(DAYS)	LITTER REMOVAL				MOWING				REMARKS
			CYCLES	AREA		CYCLES	AREA				
				AC/ CYCLE	TOTAL (AC)		AC/ CYCLE	TOTAL (AC)			
	395*	30	13	0.75	9.75	13	0.59	7.67			
*30 DAYS CONSTRUCTION AND 165 DAYS OF ESTABLISHMENT				TOTAL	9.75		TOTAL	7.67			

<p>Revisions:</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							<p>Landscape Architect of Record AtLine North America, Inc. 482 S. Keller Road Orlando, FL 32810 AAC001123 www.atlineglobal.com</p>		<p>State of Florida Department of Transportation SR 406 BREVARD 437112-1-52-01</p>		<p>TABULATION OF QUANTITIES & LANDSCAPE NOTES</p>		<p>SHEET NO. LD-02</p>
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION																	

THE ORIGINAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G00-11.001, F.A.C.

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME
	MYR FRA	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME
	SPA BAK	SPARTINA BAKERI	SAND CORD GRASS
	SPA PAT	SPARTINA PATENS	SALT MEADOW CORD GRASS
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME
	PAS NOT	PASPALUM NOTATUM 'ARGENTINE'	ARGENTINE BAHIA GRASS

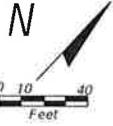


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REVISIONS				DATE		BY		DESCRIPTION	

Landscape Architect of Record AKMA North America, Inc. 482 S. Keller Road Orlando, FL 32819 AAC000723 www.akmaglobal.com			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN			SHEET NO. LD-03
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SR 406	BREVARD	437112-1-52-01				

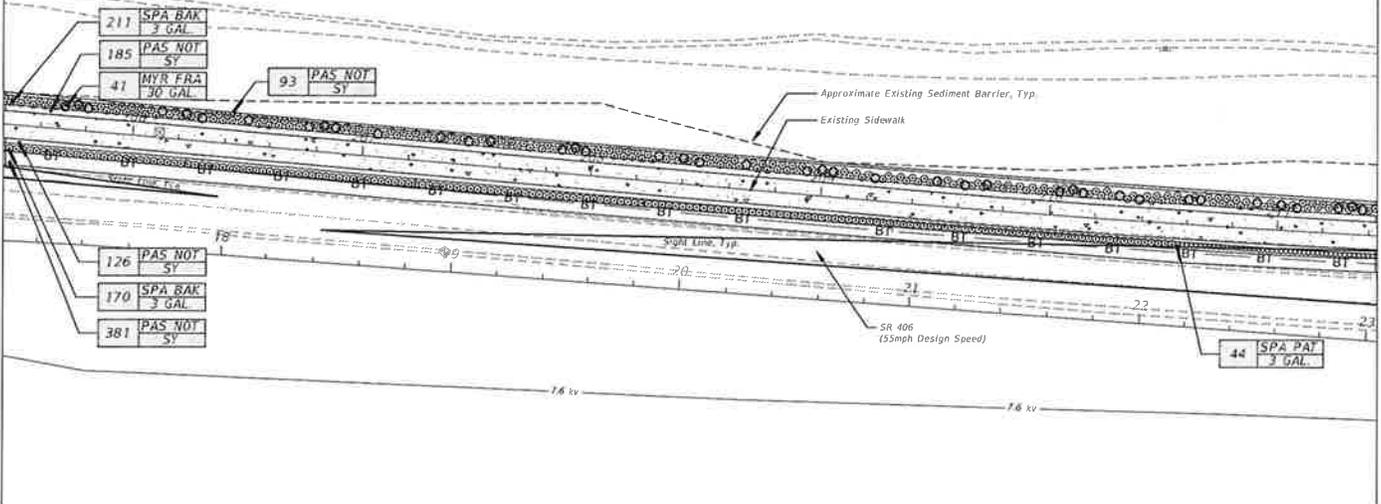
PLANT SCHEDULE



TREES	CODE	BOTANICAL NAME	COMMON NAME
	MYR FRA	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME
	SPA BAK	SPARTINA BAKERI	SAND CORD GRASS
	SPA PAT	SPARTINA PATENS	SALT MEADOW CORD GRASS
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME
	PAS NOT	PASPALUM NOTATUM 'ARGENTINE'	ARGENTINE BAHIA GRASS

MATCHLINE LD-03

MATCHLINE LD-05



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DATE		BY	DESCRIPTION	REVISIONS		DATE	BY	DESCRIPTION

Landscape Architects of Record		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	
Alma North America, Inc.	Scale: 1" = 8'	ROAD NO.	COUNTY
432 S. Keller Road	BLA 0001707	SR 406	BREVARD
Orlando, FL 32810	432 S. Keller Road	FINANCIAL PROJECT ID	
AAC00123	Orlando, FL 32810	437112-1-52-01	
	407-647-5276		
	www.alma-global.com		

LANDSCAPE PLAN	
SHEET NO.	LD-04

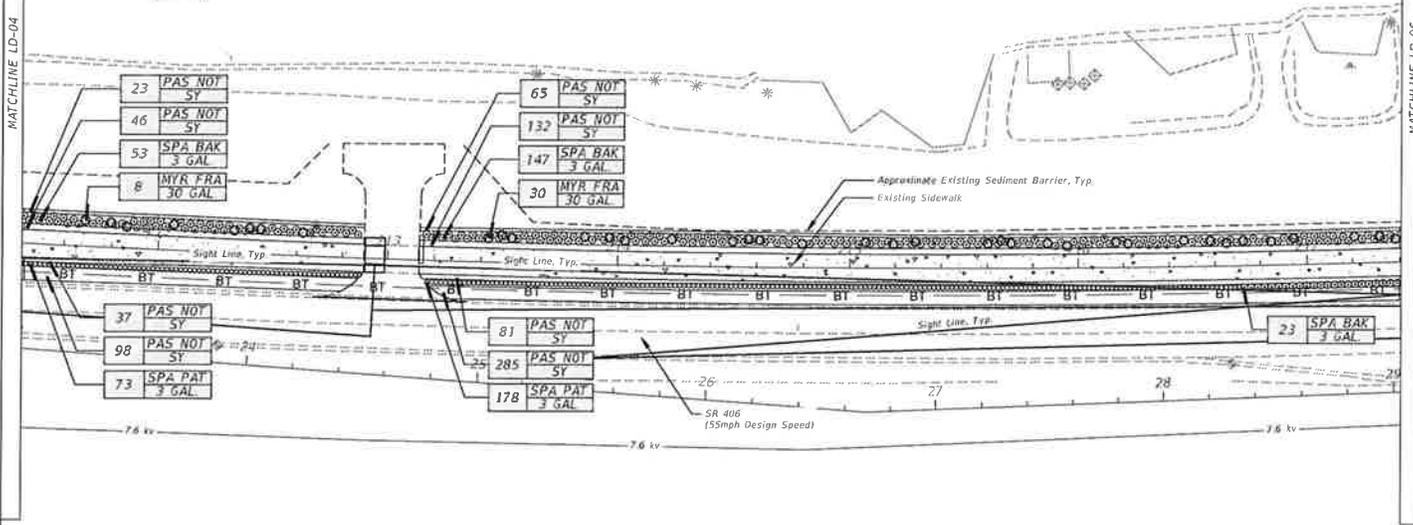
PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME
	MYR FRA	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME
	SPA BAK	SPARTINA BAKERI	SAND CORD GRASS
	SPA PAT	SPARTINA PATENS	SALT MEADOW CORD GRASS
SHRUB AREAS	CODE	BOTANICAL NAME	COMMON NAME
	PAS NOT	PASPALUM NOTATUM	ARGENTINE BAHIA GRASS



MATCHLINE LD-04

MATCHLINE LD-06

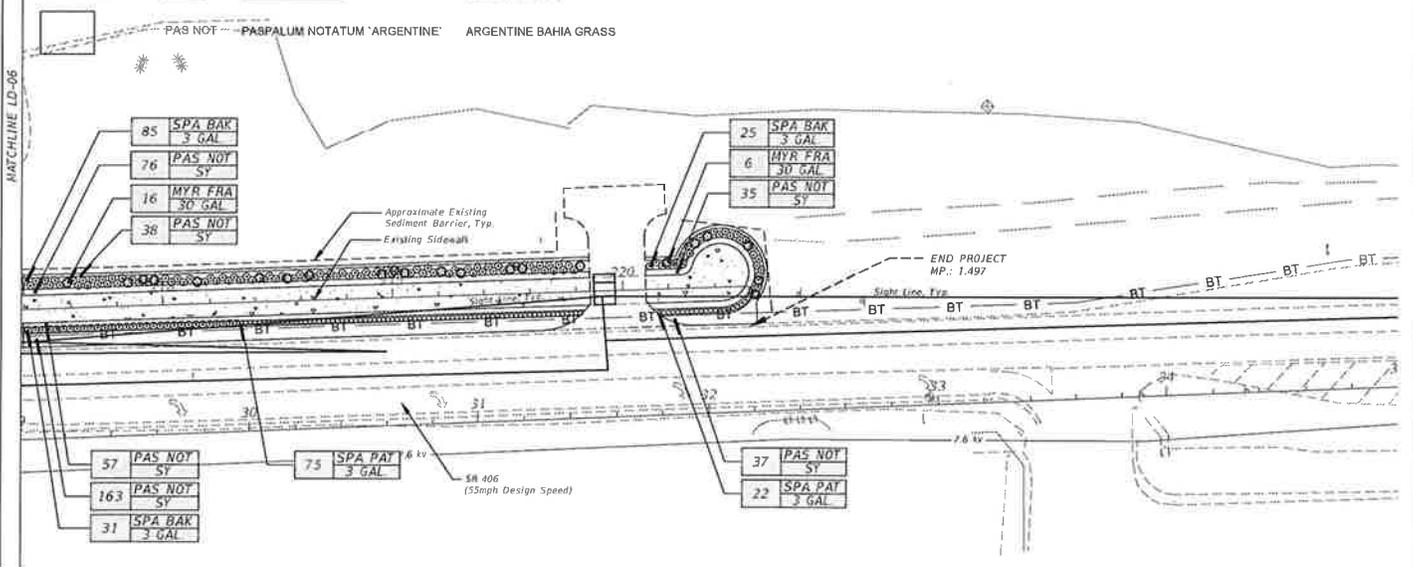
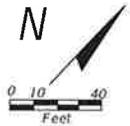


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REVISIONS				Landscape Architect of Record		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-05
DATE	BY	DESCRIPTION	INITIALS	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 406	BREVARD	437112-1-52-01		

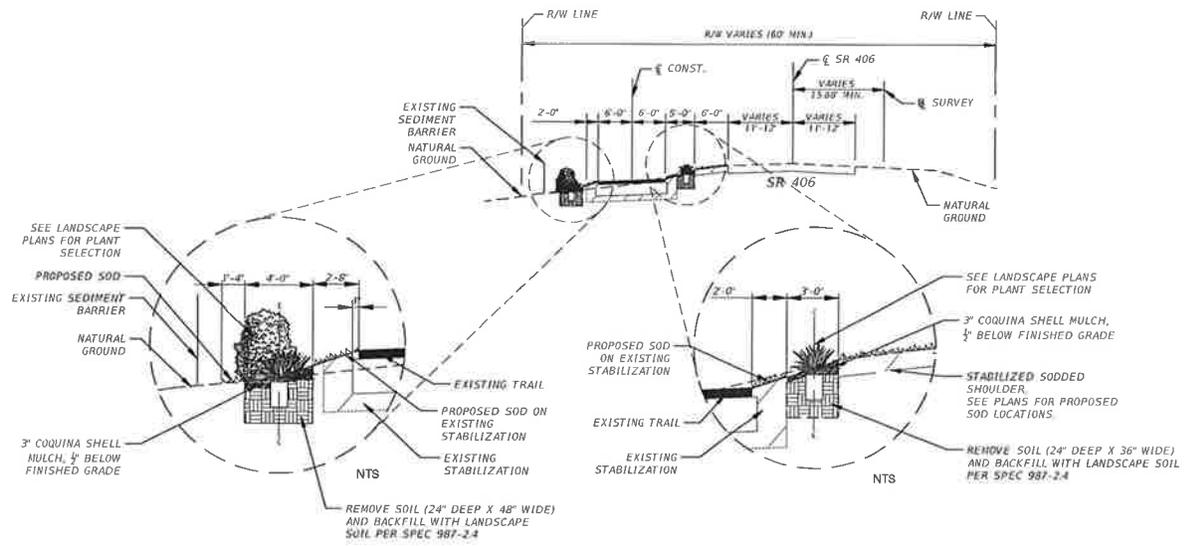
PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME
	MYR FRA	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME
	SPA BAK	SPARTINA BAKERI	SAND CORD GRASS
	SPA PAT	SPARTINA PATENS	SALT MEADOW CORD GRASS
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME
	PAS NOT	PASPALUM NOTATUM 'ARGENTINE'	ARGENTINE BAHIA GRASS



<table border="1"> <thead> <tr> <th>REV#</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		REV#	BY	DESCRIPTION				REVISIONS DATE BY DESCRIPTION	Landscape Architects of Record Albino North America, Inc. 432 S. Keller Road Orlando, FL 32816 AAC002723 www.albino.com	State of Florida Department of Transportation STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID SR 406 BREVARD 437112-1-52-01	LANDSCAPE PLAN SHEET NO. LD-06
REV#	BY	DESCRIPTION									

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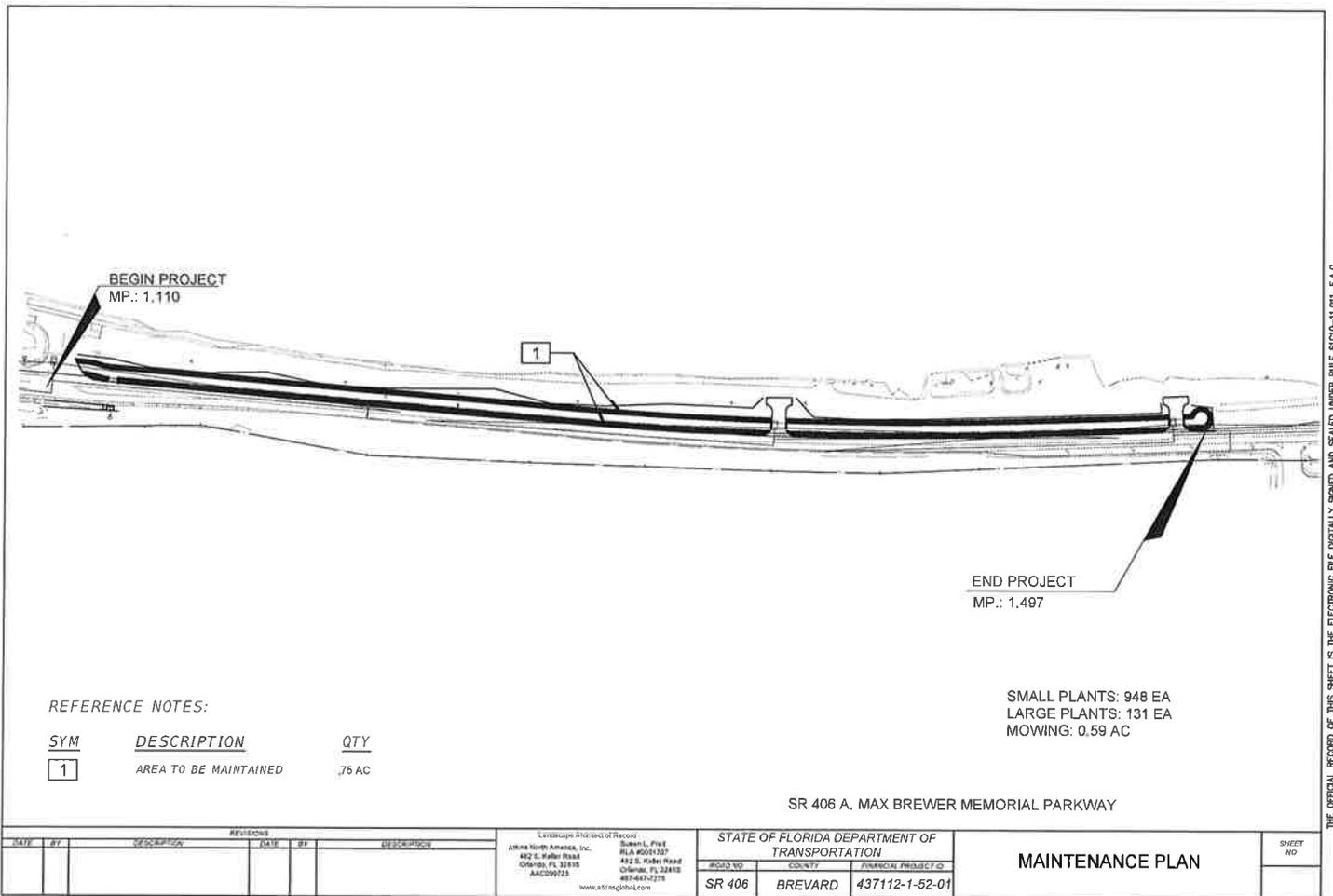
RIGHT OF WAY SECTION

1/16" = 1'-0"



REVISIONS		DESCRIPTION	Landscape Architect of Record Alma North America, Inc. 482 S. Palmetto Road Orlando, FL 32816 ARC000173 www.almanorth.com	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. LD-07
DATE	BY			APPROVED	ROAD NO.	COUNTY	
				SR 406	BREVARD	437112-1-52-01	

LANDSCAPE DETAILS



BEGIN PROJECT
MP.: 1.110

1

END PROJECT
MP.: 1.497

REFERENCE NOTES:

<u>SYM</u>	<u>DESCRIPTION</u>	<u>QTY</u>
1	AREA TO BE MAINTAINED	.76 AC

SMALL PLANTS: 948 EA
LARGE PLANTS: 131 EA
MOWING: 0.59 AC

SR 406 A, MAX BREWER MEMORIAL PARKWAY

REVISIONS				Landscape Architect of Record		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO	COUNTY	FISCAL PROJECT ID	
						SR 406	BREVARD	437112-1-52-01	

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EXHIBIT A

RESOLUTION NO. 2018-065

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT OF MAINTENANCE RESPONSIBILITIES WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SR 406 COAST TO COAST TRAIL

WHEREAS, the State of Florida Department of Transportation (FDOT) and Brevard County agree that Brevard County shall maintain the SR 406 Coast to Coast Trail east of A. Max Brewer Bridge to the Merritt Island National Refuge; and,

WHEREAS, FDOT has requested Brevard County to execute and deliver to FDOT the Local Agency Program (LAP) Agreement for the aforementioned project, FPN 436187-3.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that Rita Pritchett, Chair of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to FDOT the Agreement of Maintenance Responsibilities for the aforementioned project, FPN 436187-3.

DONE AND RESOLVED in regular session this 8th day of May, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



Rita Pritchett, Chair

As approved by the Board on May 8, 2018.

AGREEMENT OF MAINTENANCE RESPONSIBILITIES

BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AND BREVARD COUNTY

THIS AGREEMENT, made and entered into this ^{11th} day of May, 2018, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida, hereinafter called the "DEPARTMENT," and BREVARD COUNTY, a Charter County and a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY seeks a certain Multi-Use Trail Project, within the DEPARTMENT right of way as further described herein (the "Multi-Use Trail Project"); and

WHEREAS, the DEPARTMENT has jurisdiction over and maintains the right of way on which the trail will be constructed; and;

WHEREAS, the DEPARTMENT agrees to allow the Multi-Use Trail Project to be constructed and operated within the DEPARTMENT'S Right of Way under certain conditions necessary to protect the traveling public; and

WHEREAS, the COUNTY, by Resolution No 2018-065, dated May 8, 2018, and attached hereto as Exhibit "A," has authorized its officers to execute this AGREEMENT on its behalf and to formally commit to permanent, perpetual maintenance of the Multi Use Trail Project.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The DEPARTMENT hereby agrees to construct or cause to be constructed the Multi-Use Trail Project as specified in the Project Plan(s) included as Exhibit "B."
2. The COUNTY acknowledges that the DEPARTMENT will, upon issuance of a Notice of Final Acceptance by the DEPARTMENT, require the COUNTY to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. #436187-3-52-01 State Road 406 Coast to Coast Trail, (as updated or shown as modified in the As-Built Plans) for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress of the hereunder. DEPARTMENT shall coordinate approval for decisions relating to the Multi-Use Trail Project, including but not limited to the need for, change orders and supplemental agreements associated with construction of the Project with the COUNTY.

3. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties, if any, shall be made in favor of the COUNTY.
4. The DEPARTMENT shall require its Contractor to provide insurance as required by FDOT construction contract specifications.
5. Upon completion of the Multi-Use Trail Project, but prior to the issuance of the Notice of Final Acceptance, DEPARTMENT shall submit to the COUNTY written certification that:
 - A.
 1. Project Contract Document requirements have been met.
 2. Work has been inspected for compliance with Multi-Use Project Contract Documents.
 3. Work has been completed in accordance with Multi-Use Project Contract Documents.
 4. Equipment and systems have been tested in the presence of COUNTY's representative and are operational.
 5. All minor deficiencies have been corrected or completed and the Multi-Use Trail Project is ready for final inspection.
 6. All operation and maintenance manuals have been submitted and are acceptable.
 7. Multi Use Trail Project record documents are complete and submitted.
 - B. COUNTY will make an inspection with DEPARTMENT to verify the status of completion with reasonable promptness after receipt of such certification.
 - C. If the Multi Use Trail Project is incomplete or defective:
 1. DEPARTMENT shall remedy any deficiencies, and send a second written notification to COUNTY that the Multi-Use Trail Project is complete.
 2. If necessary, the COUNTY will re-inspect the Project with DEPARTMENT.
 - D. Upon completion, the DEPARTMENT shall issue a Notice of Final Acceptance to the DEPARTMENT's Contractor with a copy of said notice being provided to the COUNTY.
6. Maintenance items to be maintained by the COUNTY shall include, but not be limited to: vegetation management, ornamental landscaping, repair of slopes/erosion, removal of graffiti, pedestrian lighting, signing, pavement markings, and aesthetic features. The COUNTY shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The COUNTY shall trim landscaping, mow (if a higher standard than the DEPARTMENT standard is desired), blow off debris, edge to provide weed control along the Multi-Use Trail Project corridor, a 12-foot paved/concrete surface with varying total sod width of 8-foot minimum to 20-foot

maximum, on SR 406 from east of Max Brewer Bridge to Merritt Island National Wildlife Refuge. The COUNTY shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, crosswalks, lighting, and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The COUNTY shall maintain all landscaping to DEPARTMENT standards. The COUNTY shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.

7. The parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review and approval by the DEPARTMENT and the COUNTY. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the COUNTY-approved construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by the COUNTY.
8. The COUNTY shall mow, including litter control associated with the mowing cycle, within the Multi-Use Trail Project as defined in Section 2 of this Agreement according to the Maintenance Rating Program (MRP) Manual. Mowing and litter control requirements above MRP standards shall be handled and performed by the COUNTY.
9. The COUNTY shall maintain the pavement within the Multi-Use Trail Project as defined in Section 2 of this Agreement according to the DEPARTMENT Standards.
10. The COUNTY shall pay utility bills for lighting associated with the Multi-Use Trail Project.
11. The COUNTY shall conduct periodic inspections of the Multi-Use Trail Project to ensure that all safety deficiencies are addressed. It shall be the COUNTY's sole responsibility to assure that sufficient periodic inspections are done to assure that safe conditions within the Multi-Use Trail Project limits are maintained at all times.
12. When the Multi-Use Trail Project is at the end of its useful life, the COUNTY shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.
13. Should the COUNTY desire to add future amenities to the Multi-Use Trail Project, the COUNTY shall contact the DEPARTMENT for prior approval to install or to construct the additional amenities and the COUNTY shall be solely and fully responsible to maintain and to repair any amenities that the COUNTY adds within the Multi-Use Trail

Project limits.

14. If at any time the COUNTY has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the COUNTY of the deficiency with a requirement that it be corrected within a mutually-agreed-upon specified time; or (b) in the event of an emergency or in the event that the COUNTY has not corrected the deficiency in the specified time, the DEPARTMENT may perform the necessary maintenance at the COUNTY'S sole cost and expense, and send an invoice to the COUNTY, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the COUNTY under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future COUNTY projects.
15. The DEPARTMENT may require the COUNTY to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project features are not maintained in accordance with Section 1 of this Agreement, and the COUNTY has not cured said deficiencies; or (b) the COUNTY breaches a material provision of this Agreement. Removal and restoration shall be completed by the COUNTY within 120 days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the COUNTY mutually agree in writing. Removal and restoration shall be completed by the COUNTY in accordance with DEPARTMENT standards. Should the COUNTY fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the COUNTY'S sole cost and expense and send an invoice to the COUNTY, equal to the cost incurred by the DEPARTMENT for such removal and restoration.
16. The DEPARTMENT, at the DEPARTMENT'S expense, may remove, relocate, or adjust the Multi-Use Trail Project in whole or in part at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent State Road be widened, altered, or otherwise changed. The DEPARTMENT shall give the COUNTY notice regarding such removal, relocation, or adjustment.
17. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the COUNTY fails to perform the duties under this Agreement, following forty-five (45) days written notice; or (b) by the DEPARTMENT, for refusal by the COUNTY to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.
18. This AGREEMENT does not authorize possessory, exclusive, or permanent use of the

right of way or grant any superior rights to any right of way to include, but not limited to, the right of way for SR 406. The rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the COUNTY.

19. The COUNTY:
 - a. 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 COUNTY during the term of the contract; and
 - b. Shall expressly require any subcontractors performing work or providing services pursuant to the state 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.
20. This writing embodies the entire AGREEMENT and understanding between the parties hereto and there are no other AGREEMENTS and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
21. This AGREEMENT may not be assigned or transferred by the COUNTY in whole or part without the consent of the DEPARTMENT.
22. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the AGREEMENT and Florida law, the laws of Florida shall prevail.
23. Public Entity Crime - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
24. Anti-Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction

or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25. The DEPARTMENT is an Agency of the State of Florida and the COUNTY is a political subdivision of the State of Florida as defined in Chapter 768.28, Florida Statutes. Accordingly, each party agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by the DEPARTMENT, as a state Agency, or the COUNTY, as a political subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract associated therewith.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

BREVARD COUNTY

By: BOARD OF COUNTY COMMISSIONERS

By: _____

Name: _____

Title: _____

Attest: _____ (SEAL)

Name: _____

Title: _____

 _____

Legal Approval

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Alan E. Hyman

Director of Transportation Operations

Attest: _____ (SEAL)

Norma Mejias

Executive Secretary

Legal Approval

EXHIBIT "A"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT A

RESOLUTION NO. 2018-065

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT OF MAINTENANCE RESPONSIBILITIES WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SR 406 COAST TO COAST TRAIL

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DONE AND RESOLVED in regular session this 8th day of May, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



Rita Pritchett, Chair

As approved by the Board on May 8, 2018.

