



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

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Tammy.Rowe@brevardclerk.us

March 7, 2018

MEMORANDUM

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

*file*

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*

Tammy Rowe, Deputy Clerk

cc: Central Services Director  
Finance  
Budget



## Parks and Recreation Department



### **Sixth Amendment to the Engineering Design Services Contract Florida Coast to Coast Parrish Park Trailhead**

**This Sixth Amendment to the Engineering Design Services Contract Florida Coast to Coast Parrish Park Trailhead is 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 Consulting, LLC**, (hereinafter referred to as "Contractor"), a Delaware limited liability company authorized to transact business in the State of Florida.

#### **Witnesseth:**

**Whereas**, the parties hereto have previously entered into a Contract on May 30, 2019, under Contract Number 5042 (formerly Contract Number 4349), hereinafter referred to as the "Original Contract"; the First Amendment and Extension dated November 24, 2020; the Second Amendment and Extension dated April 26, 2021; the Third Amendment and Extension on October 20, 2021; the Fourth Amendment to Extend on February 15, 2022; and the Fifth Amendment to Extend on April 18, 2022 which are incorporated herein by this reference; and

**Whereas**, CPH, Inc., a Florida corporation, has since been converted to CPH, Consulting, LLC., a Delaware limited liability company authorized to transact business in the State of Florida and occasionally referred to as CPH, LLC; and

**Whereas**, the County requires continued engineering services for the Florida Coast to Coast Parrish Park Trailhead, hereinafter referred to as the "Project"; and

**Whereas**, the County requested additional design services to address the unexpected need to update the plans and specifications prior to construction bid advertisement; and

**Whereas**, the Contractor provided the Bid Document Update Scope of Services, a copy of which is attached to this Agreement and incorporated herein by reference as Attachment A; and

**Whereas**, Section 4 – Time of Completion of the Original Contract allows for reasonable extensions for hidden conditions that delay performance of the engineer's duties; and

**Whereas**, the County also desires to identify the completion time for Task 10 Bid Phase Services and Task 11 Post Design Services to be performed by the Contractor in accordance with the Scope of Services, Optional Services, as further described in Exhibit "A" of the Original Contract which will be authorized by written Notices to Proceed to be issued by the County; and

**Whereas**, the parties hereto desire to enter into this Agreement in order to incorporate into the Original Contract, Contract Number 5042, the services and fees identified in Attachment A and to provide time of completion for Task 10 Bid Phase Services and Task 11 Post Design Services.

**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 Agreement by this reference.

2. Section 4 – Time of Completion is hereby amended and replaced and shall read as follows:

The design services to be rendered by the Contractor commenced upon receipt of a written Notice to Proceed from the County on June 18, 2019. The design services shall be provided and completed by the Contractor on or before October 31, 2022.

Task 10 Bid Phase Services (Optional Services) to be rendered by the Contractor shall commence upon receipt of a written Notice to Proceed from the County and shall be performed until the Project's bidding phase is completed successfully by the County.

Task 11 Post Design Services (Optional Services) to be rendered by the Contractor shall commence upon receipt of a written Notice to Proceed from the County and shall be performed until the Project's construction is completed and accepted by the County.

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. Section 5 – Compensation is hereby amended to incorporate the Lump Sum, Not to Exceed Amount of \$5,406.77 for the Bid Document Update Scope of Services, Attachment A as follows:

Design Services - \$252,642.51

**Bid Document Update - \$5,406.77**

Basic Services Total - \$258,049.28

4. Pursuant to Section 19 – Termination/Modification of Contract, the County and the Contractor mutually agree to the modifications of Section 4 – Time of Completion and Section 5 - Compensation. All references to Contractor's previous corporate name shall be treated the same as CPH Consulting, LLC and CPH, LLC.

5. All terms and conditions of the Original Contract, and any amendments or modifications

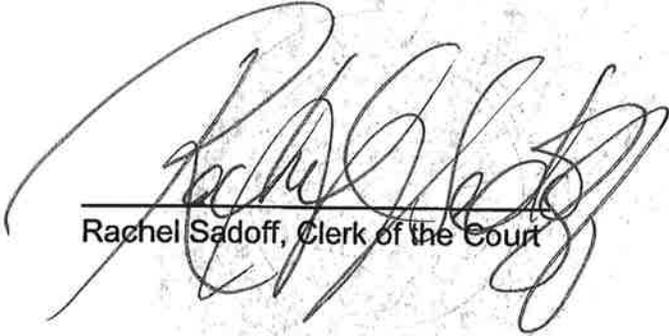
made thereto, which are incorporated herein by this reference, that are not inconsistent with these provisions of this Agreement shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Agreement to be executed by their duly authorized representatives.

Attest:

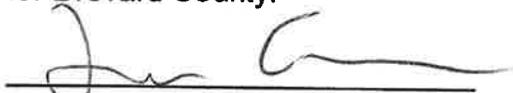
**Board of County Commissioners of  
Brevard County, Florida**

  
\_\_\_\_\_  
Rachel Sadoff, Clerk of the Court

By:   
\_\_\_\_\_  
Kristine Zonka, Chair  
Date: August 12, 2022

As Approved by the Board on March 6, 2018

Reviewed for Legal Form and Content  
for Brevard County:

  
\_\_\_\_\_  
Justin Caron,  
Assistant County Attorney

**CPH Consulting, LLC**

By:   
\_\_\_\_\_  
Peter-John F. Sutch, Authorized Member

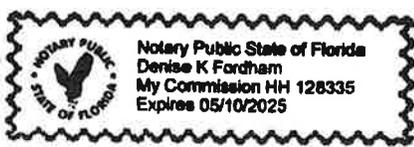
STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9<sup>th</sup> of August, 2022 by Peter-John F. Sutch, Authorized Member CPH Consulting, LLC, on behalf of the Limited Liability Company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Seal]

  
\_\_\_\_\_  
Notary Public Signature

Denise Fordham  
\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: 5/10/25





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

**Brevard County  
Coast to Coast Trailhead at Parrish Park – Titusville**

**BID DOCUMENT UPDATE**

**SCOPE OF SERVICES**

CPH assisted BREVARD COUNTY (COUNTY) with the design and preparation of construction documents for a trailhead along the Coast to Coast Trail at Parrish Park. The proposed trailhead will include the design of a linear parking lot with a one-way parking aisle, sidewalks, lighting, landscaping, signage, and pavement markings. 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. The below scope of services has been prepared based communication with County staff.

**TASK 1 – PROJECT ADMINISTRATION**

CPH will update the bid documents (plans and specifications) to the FDOT Standard Plans FY 2022-23, and the FDOT Standard Specifications July 2022 edition. Refer to the Compensation section (and attached Staff-Hour breakdown) of this proposal for the proposed fee. CPH anticipates the bid documents will be updated and resubmitted two (2) weeks from the NTP.

**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.

**SERVICES NOT INCLUDED**

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

- Redesign due to changes or conditions outside of CPH's control
- Detailed Bid/Cost Analysis
- Construction Engineering and Inspection Services
- Permits or authorization not specifically mentioned in this Scope of Services
- Any other issues not specifically described in this proposal

07/05/2022

**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 – BID DOCUMENT UPDATE SERVICES**

**BASIC SERVICES**

<u>Task</u>	<u>Task Description</u>	<u>Billing Method</u>	<u>Fee</u>
1.	<b>Bid Documents Update</b>	Lump Sum	\$5,406.77
	<b>TOTAL</b>	<b>As Noted Above</b>	<b>\$5,406.77</b>

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.

07/05/2022

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Post Design - Coast to Coast Trailhead at Parish Park  
Breaux

Consultant Name: CPH, Inc.  
Consultant No.: Z6582-2018  
Date: 7/6/2022  
Estimator: K. Luman

Name of Project:  
County:  
FPN:

Staff Classification	Sr. Project Manager	Project Manager P.E.	Project Engineer E.I.	Design Technician	Principal Landscape Architect	Landscape Architect	Sr. Project Designer	Sr. MEP Project Engineer	Sr. Structural Engineer	Sr. ENV Scientist	Admin	Activity	Task
1 - Bid Document Update	\$58,29 16	\$41,06 0	\$30,53 16	\$24,66 16	\$47,60 0	\$26,61 0	\$38,13 0	\$48,08 0	\$37,26 0	\$33,52 0	\$22,26 0	48	\$37,89
<b>Total Staff Hours</b>	<b>\$932,64</b>	<b>\$0,00</b>	<b>\$488,48</b>	<b>\$397,76</b>	<b>\$0,00</b>	<b>\$0,00</b>	<b>\$0,00</b>	<b>\$0,00</b>	<b>\$0,00</b>	<b>\$0,00</b>	<b>\$0,00</b>	<b>\$1,818,88</b>	<b>\$37,89</b>

<b>SALARY RELATED COSTS:</b>		Check =
OVERHEAD:	158%	\$1,818.88
OPERATING MARGIN:	29%	\$2,897.84
FCCM (Facilities Capital Cost Money):	0.34%	\$527.48
EXPENSES:	8.60%	\$5,156.42
Survey (Field - if by Prime)	2-person / day	\$0.00
<b>TOTAL ESTIMATED FEE:</b>		<b>\$5,406.77</b>