

*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

|               |
|---------------|
| Meeting Date  |
| March 6, 2018 |



| AGENDA   |         |
|----------|---------|
| Section  | Consent |
| Item No. |         |

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

|                     |  |
|---------------------|--|
| <b>SUBJECT:</b>     | 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 |
| <b>DEPT/OFFICE:</b> | 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<br>Frank Abbate | Assistant County Manager<br>John P. Denninghoff    | Department Director / Extension<br>Mary Ellen Donner, Parks & Recreation Director<br>X52046<br><i>Mary Ellen Donner</i> |
|                                | Interim Assistant County Manager<br>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*

Tammy Rowe, Deputy Clerk

cc: Central Services Director  
Finance  
Budget

## Resolution Number 2018 – 026a

### **A Resolution Authorizing the Execution of Local Agency Program Agreement with the Florida Department of Transportation for the Florida Coast to Coast Trailhead at Parrish Park – Titusville.**

**Whereas**, on March 6, 2018 the Brevard County Board of County Commissioners authorized the Chair to execute forthcoming State of Florida Department of Transportation Local Agency Program Agreements and Resolutions for the Florida Coast to Coast Trailhead at Parrish Park – Titusville (Project); and

**Whereas**, the Florida Department of Transportation and Brevard County desire to facilitate the design of the Project; and

**Whereas**, Florida Department of Transportation has requested that Brevard County execute and deliver to Florida Department of Transportation the Local Agency Program Agreement for the design of the aforementioned Project, FPN 441778-1-38-01; and

**Now, Therefore, Be it Resolved** by the Board of County Commissioners of Brevard County, Florida, that Kristine Isnardi, Chair of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the Project, FPN 441778-1-38-01.

**Done and Resolved** in regular session this sixth day of March, 2018.

**Attest:**



Scott Ellis, Clerk

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

  
Kristine Isnardi, Chair

As approved by the Board on March 6, 2018



## 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  $\pm 7$  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.

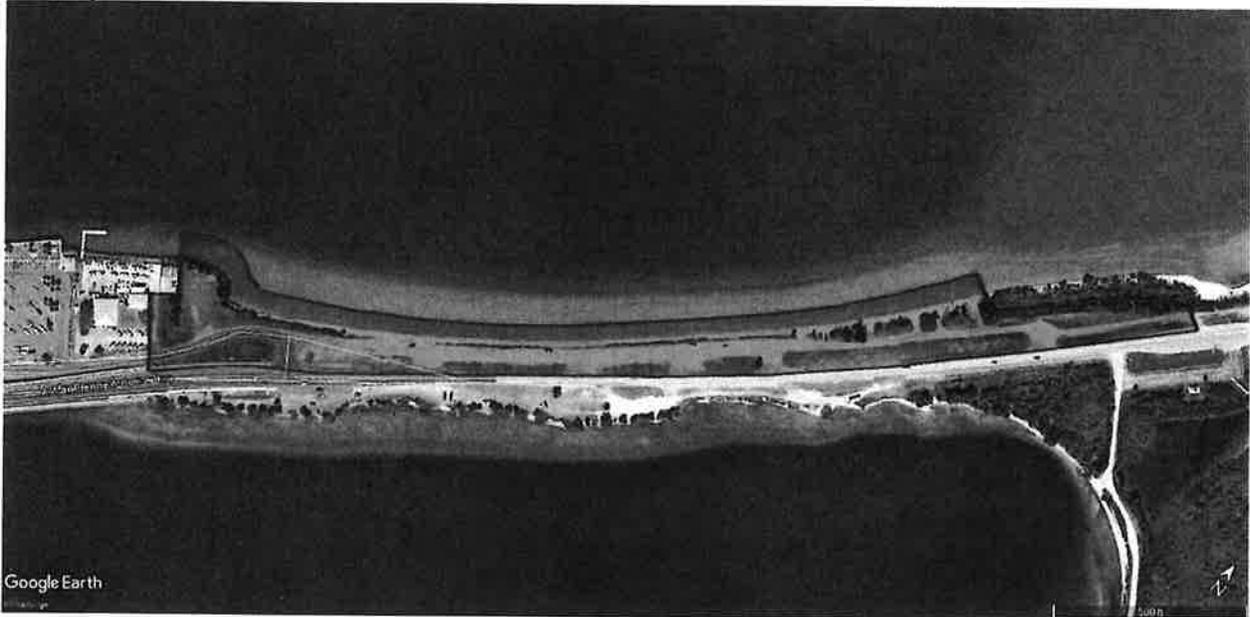
**2.2 - Topographic Survey:** Perform a Topographic Survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- 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 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                   |
|--|---|-----------------------|---------------------|-----------------------|
| <b>BASIC SERVICES</b>                    |   |                       |                     |                       |
| 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            |
| <b>Direct Expenses (Permitting Fees)</b> |   |                       |                     |                       |
|  | SJRWMD Individual Permit                  | Reimbursed            | \$5,380.00          | (\$1,380.00)          |
|  | <del>Sovereign Submerged Lands App</del>  | <del>Reimbursed</del> | <del>\$606.00</del> | <del>(\$606.00)</del> |
|  | <del>Sovereign Submerged Lands Esmt</del> | <del>Reimbursed</del> | <del>\$606.00</del> | <del>(\$606.00)</del> |
|  | ACOE Permit                               | Reimbursed            | \$100.00            |                       |
|  | <u>City of Titusville</u>                 | <u>Reimbursed</u>     |                     | <u>\$1,674.40</u>     |
|  | <b>BASIC SERVICES TOTAL</b>               | <b>Lump Sum</b>       | <b>\$253,942.24</b> | <b>(\$1,299.73)</b>   |
|  | <b>CHANGE ORDER PROJECT TOTAL</b>         | <b>Lump Sum</b>       |                     | <b>\$252,642.51</b>   |

#### 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        |  |
|       | <b>OPTIONAL SERVICES TOTAL</b>                              | <b>As Noted</b> | <b>\$45,771.21</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.



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

Coast to Coast Trail - Parrish Park Trailhead  
441754-08-1

Name of Project  
City  
FPN

| Self Classification                                       | Sr. Project Manager                           | Sr. Project Manager                           | Sr. Project Manager                   | Sr. Project Manager               | Project Engineer P.E. | Project Engineer P.E. | Sr. Design Technician                          | Design Technician               | CADD Technician         | Principal Landscape Architect                   | Landscape Architect | Landscape Designer | Principal Surveyor                             | Survey PMS/ODD                    | Field Crew Coordinator |
|---|---|---|---------------------------------------|-----------------------------------|-----------------------|-----------------------|--|---------------------------------|-------------------------|---|---------------------|--------------------|--|-----------------------------------|------------------------|
| Employment Certified Personnel (BOM or Rate from PFO)     | Gerald Cox<br>(Parrish Park Trailhead Design) | Kurt Luman<br>(Parrish Park Trailhead Design) | Jessie Owens<br>(Parking Site Design) | Matthew Chapman<br>(Trail Design) | Jason Kellogg         | John Lofasso          | Charles Lee<br>Rodney Smith<br>William Bernard | Paul Aronow<br>Charles Williams | Chad Perez<br>Paul Diaz | Maxwell Sparrin<br>(Architect), James<br>Writer | Dana Bryant         | Jason Agost        | Jeff Peterson<br>(Survey),<br>Thomas<br>Robert | John Bach,<br>Richard<br>Buchanan | William Tam            |
|   | \$58.20                                       | \$58.20                                       | \$58.20                               | \$41.08                           | \$33.95               | \$30.53               | \$27.51  | \$14.68                         | \$18.69                 | \$47.69   | \$28.91             | \$18.23            | \$46.81  | \$31.43                           | \$78.12                |
| <b>OPTIONAL SERVICES</b>                                  |   |   |                                       |                                   |                       |                       |  |                                 |                         |   |                     |                    |  |                                   |                        |
| 3.2 - Structural Services (footwalk, platform, & gangway) |   |   |                                       |                                   |                       |                       |  |                                 |                         |   |                     |                    |  |                                   |                        |
| 6.2.2 - Civil Response Assessment & Report                |   |   |                                       |                                   |                       |                       |  |                                 |                         |   |                     |                    |  |                                   |                        |
| 6.2.3 - Civil Design (footwalk, platform, & gangway)      |   |   |                                       |                                   |                       |                       |  |                                 |                         |   |                     |                    |  |                                   |                        |
| 10 - Site Plan Services (footwalk, platform, & gangway)   |   |   |                                       |                                   |                       |                       |  |                                 |                         |   |                     |                    |  |                                   |                        |
| 11 - Post Design Services (assume 2 meetings)             |   |   |                                       |                                   |                       |                       |  |                                 |                         |   |                     |                    |  |                                   |                        |
| <b>Total Staff Hours</b>                                  |   |   |                                       | \$1,850.00                        | \$657.28              | \$7.00                | \$320.08                                       | \$37.76                         | \$0.00                  | \$588.80  | \$1,065.58          | \$0.00             | \$0.00   | \$0.00                            | \$0.00                 |







|          |              |              |
|----------|--------------|--------------|
| 683 days | Tue 6/18/19  | Fri 4/30/21  |
| 1 day    | Tue 6/18/19  | Tue 6/18/19  |
| 1 day    | Tue 6/25/19  | Tue 6/25/19  |
| 55 days  | Mon 6/24/19  | Sat 8/17/19  |
| 43 days  | Mon 6/24/19  | Mon 8/5/19   |
| 7 days   | Mon 6/24/19  | Sun 6/30/19  |
| 22 days  | Sat 7/27/19  | Sat 8/17/19  |
| 106 days | Thu 8/1/19   | Thu 11/14/19 |
| 16 days  | Thu 8/1/19   | Fri 8/16/19  |
| 14 days  | Sat 8/17/19  | Fri 8/30/19  |
| 1 day    | Sat 9/7/19   | Sat 9/7/19   |
| 1 day    | Thu 10/3/19  | Thu 10/3/19  |
| 40 days  | Fri 10/4/19  | Tue 11/12/19 |
| 1 day    | Thu 11/14/19 | Thu 11/14/19 |
| 52 days  | Fri 11/15/19 | Sun 11/5/20  |
| 35 days  | Fri 11/15/19 | Thu 12/19/19 |
| 14 days  | Fri 12/20/19 | Thu 1/2/20   |
| 1 day    | Fri 1/3/20   | Fri 1/3/20   |
| 1 day    | Sun 1/5/20   | Sun 1/5/20   |
| 180 days | Mon 1/6/20   | Fri 7/3/20   |
| 89 days  | Mon 1/6/20   | Fri 4/3/20   |
| 13 days  | Sat 4/4/20   | Thu 4/16/20  |
| 8 days   | Fri 4/17/20  | Fri 4/24/20  |
| 51 days  | Mon 4/27/20  | Tue 6/16/20  |
| 10 days  | Wed 6/17/20  | Fri 6/26/20  |
| 7 days   | Sat 6/27/20  | Fri 7/3/20   |
| 220 days | Sat 7/4/20   | Mon 2/8/21   |
| 48 days  | Sat 7/4/20   | Thu 8/20/20  |
| 7 days   | Tue 8/11/20  | Mon 8/17/20  |
| 21 days  | Fri 8/21/20  | Thu 9/10/20  |
| 15 days  | Mon 11/30/20 | Mon 12/14/20 |
| 1 day    | Thu 12/17/20 | Thu 12/17/20 |
| 32 days  | Fri 12/18/20 | Mon 1/18/21  |
| 12 days  | Thu 1/21/21  | Mon 2/1/21   |
| 5 days   | Thu 2/4/21   | Mon 2/8/21   |
| 79 days  | Thu 2/11/21  | Fri 4/30/21  |
| 26 days  | Thu 2/11/21  | Mon 3/8/21   |
| 5 days   | Thu 3/4/21   | Mon 3/8/21   |
| 31 days  | Tue 3/9/21   | Thu 4/8/21   |
| 14 days  | Fri 4/9/21   | Thu 4/22/21  |
| 7 days   | Fri 4/23/21  | Thu 4/29/21  |
| 1 day    | Fri 4/30/21  | Fri 4/30/21  |
| 474 days | Sat 8/31/19  | Wed 12/16/20 |
| 3 days   | Sat 8/31/19  | Mon 9/2/19   |
| 1 day    | Thu 10/3/19  | Thu 10/3/19  |
| 1 day    | Tue 10/29/19 | Tue 10/29/19 |
| 14 days  | Mon 7/6/20   | Sun 7/19/20  |
| 150 days | Mon 7/20/20  | Wed 12/16/20 |
| 112 days | Fri 1/10/20  | Thu 4/30/20  |
| 60 days  | Fri 5/1/20   | Mon 6/29/20  |
| 249 days | Sat 7/4/20   | Tue 3/9/21   |
| 1 day    | Sat 7/4/20   | Sat 7/4/20   |

lection and Field Review)

Hurricane Dorian)

Concepts  
etting (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**

625-010-32  
PROGRAM MANAGEMENT  
07/17

Page 2 of 2  
:G.

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

RECIPIENT BREVARD COUNTY  
Board of County Commissioners

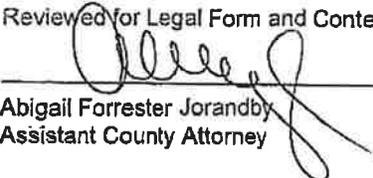
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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](http://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 21<sup>st</sup> Century, P.L. 112-141  
[www.dot.gov/map21](http://www.dot.gov/map21)

Federal Highway Administration – Florida Division  
[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsr.gov](http://www.fsr.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:**

*Sean McAuliffe*

*2/14/2019*

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

Date

*Kristine Isnardi*

*2/11/19*

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*

*Abigail Forrester Forandby, Assistant County Attorney*

\_\_\_\_\_  
Chief of Business Operations, EFLHD

Date

**ATTEST:**

*Scott Ellis*

\_\_\_\_\_  
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**

| <b>Item</b>               | <b>Estimate (\$)</b>   | <b>Comments</b>  |
|---------------------------|------------------------|--|
| 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 |
| <b>TOTAL PROJECT COST</b> | <b>\$ 2,295,000.00</b> |  |

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**

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

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

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

**H. ROLES AND RESPONSIBILITIES – SCHEDULE**

| <b>Responsible Lead</b> | <b>Product/Service/Role</b>    | <b>Schedule Start-Finish</b> |
|-------------------------|--------------------------------|------------------------------|
| 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.

| <b>Criteria</b>           |   | <b>Comments</b>   |
|---------------------------|---|---|
| Standards                 | 2016-Florida Greenbook<br>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**

| <b>Fund Source</b>                   | <b>Amount</b>         | <b>Comments</b>  |
|--------------------------------------|-----------------------|--|
| 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) |
| <b>TOTAL</b>                         | <b>\$2,295,000.00</b> |  |

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.

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

**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.

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

| <b>Phase or Activity</b>                                    | <b>Partner Role</b> | <b>EFLHD Role</b>                  | <b>Comments</b>   |
|---|---------------------|------------------------------------|---|
| <b>Planning &amp; Programming</b>                           |                     |                                    |   |
| 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 |
| <b>Environment</b>  |                     |                                    |   |
| 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   |
| <b>Design</b>   |                     |                                    |   |
| 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   |

| <b>Phase or Activity</b>   | <b>Partner Role</b> | <b>EFLHD Role</b>                          | <b>Comments</b>   |
|--|---------------------|--|---|
| <b>Acquisitions</b>  |                     |  |   |
| 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<br>Depends upon nature of CM | Need to assure non-eligible work is not being paid for with program funds   |
| <b>Construction</b>  |                     |  |   |
| 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**

**Table of Contents**

Section 1 – General Identification of Services .....3  
Section 2 – County Obligations .....3  
Section 3 – Professional Services .....3  
Section 4 – Time of Completion .....4  
Section 5 - Compensation .....5  
Section 6 – Payment and Partial Payments .....5  
Section 7 – Schedule of Work .....5  
Section 8 – Right of Decisions .....5  
Section 9 – Ownership of Documents .....6  
Section 10 – Reuse of Documents .....6  
Section 11 - Notices .....6  
Section 12 – Audit Rights .....7  
Section 13 – Public Records Law and Audit Requirements .....7  
Section 14 – E-Verify .....8  
Section 15 - Subcontracting .....9  
Section 16 – Attorney’s Fees .....9  
Section 17 – Venue .....9  
Section 18 - Contingent Fees .....9  
Section 19 – Termination/Modification of Contract .....10  
Section 20 – Term .....10  
Section 21 - Default .....10  
Section 22 – Indemnification & Insurance .....11  
Section 23 – Quality Control .....12  
Section 24 – Public Entity Crimes .....12  
Section 25 – Truth-In-Negotiations .....12  
Section 26 – Interest of Commissioners and Others .....12  
Section 27 – Interest of Contractor .....13  
Section 28 – Entirety of Contract .....13  
Section 29 – Severability .....13  
Exhibit "A" .....15  
Exhibit "B" .....36  
Exhibit "C" .....37  
Exhibit "D" .....42  
Exhibit "E" .....45

# 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](mailto: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.

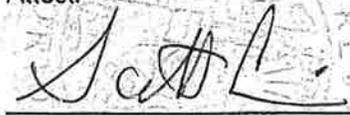
### **Section 29 – Severability**

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:

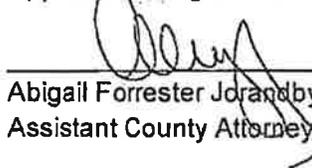
  
\_\_\_\_\_

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

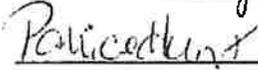
State of Florida §

Count 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.

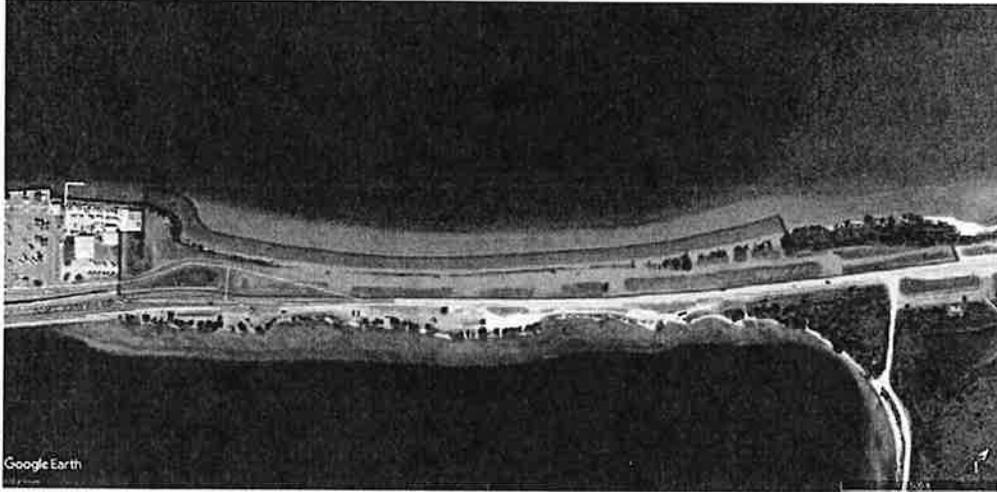
- Collect topographic data at a 50' grid within the area in red offshore as depicted on the attached "Survey Site Exhibit".

- 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 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 Statute 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**

| <b>Task</b>           | <b>Task Description</b>           | <b>Billing Method</b> | <b>Fee</b>  |
|-----------------------|-----------------------------------|-----------------------|-------------|
| <b>BASIC SERVICES</b> |                                   |                       |             |
| 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        |
| <b>OPTIONAL SERVICES TOTAL</b> |   | <b>As Noted Above</b> | <b>\$45,771.21</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.**









**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.

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

**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-#1627971-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<br>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>Brad Faucett</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: 321-638-0808/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

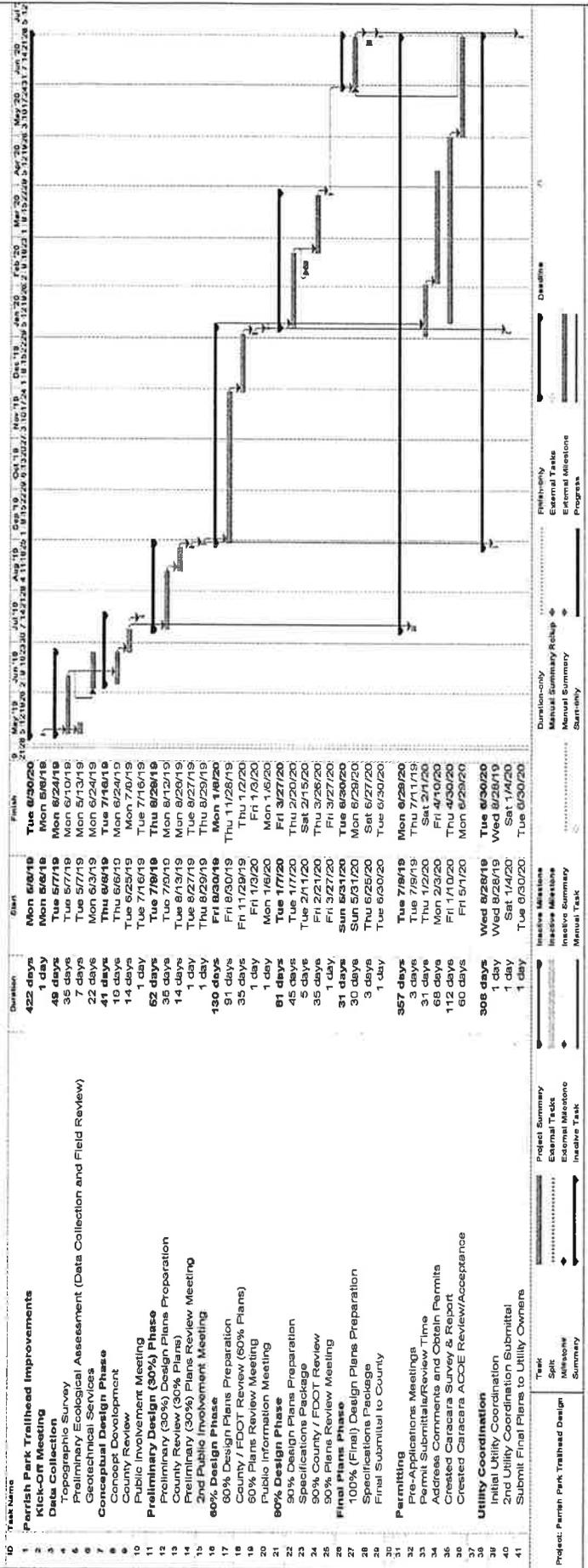
---

**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

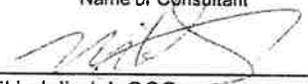
Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this 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./<br>Solicitation No | Description  | Financial Project Number(s) |
|---------------------------------------|--|-----------------------------|
| <u>RFQ # 4-18-11</u>                  | <u>Design Services for Florida Coast to Coast Parrish Park Trailhead</u> | <u>441778-1</u>             |
| _____                                 | _____  | _____                       |
| _____                                 | _____  | _____                       |
| _____                                 | _____  | _____                       |
| _____                                 | _____  | _____                       |

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

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

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

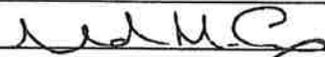
By: 5/25/18 Date: [Signature] Authorized Signature

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"

|  |   |   |
|--|---|---|
| <b>1. Type of Federal Action:</b><br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance  | <b>2. Status of Federal Action:</b><br>a. bid/offer/application<br>b. initial award<br>c. post-award  | <b>3. Report Type:</b><br>a. initial filing<br>b. material change<br><b>For Material Change Only:</b><br>Year: _____ Quarter: _____<br>Date of last report: _____<br>(mm/dd/yyyy) |
| <b>4. Name and Address of Reporting Entity:</b><br><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br>_____<br>_____<br>_____<br>Congressional District, if known: 4c _____   | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br>_____<br>_____<br>_____<br>Congressional District, if known: _____  |   |
| <b>6. Federal Department/Agency:</b><br>_____<br>_____   | <b>7. Federal Program Name/Description:</b><br>_____<br>_____<br>CFDA Number, if applicable: _____  |   |
| <b>8. Federal Action Number, if known:</b><br>_____  | <b>9. Award Amount, if known:</b><br>\$ _____   |   |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>(if individual, last name, first name, MI):<br>_____<br>_____<br>_____  | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br>(last name, first name, MI):<br>_____<br>_____<br>_____  |   |
| <b>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.</b> | Signature: <u></u><br>Print Name: <u>Gerald M. Cox, CGC, CUC</u><br>Title: <u>Vice President / Associate</u><br>Telephone No.: <u>407.322.6841</u> Date (mm/dd/yyyy): <u>05/25/2018</u> |   |
| <b>Federal Use Only:</b>   |   | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)  |

# Exhibit "D"

## Terms for Federal Aid Contracts

### LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

375-040-84  
PROGRAM MANAGEMENT  
12/17  
Page 1 of 3

#### 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 118, 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  
For PROFESSIONAL SERVICES CONTRACTS

3/5-040-84  
PROGRAM MANAGEMENT  
12/17  
Page 2 of 3

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. 1881 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  
For PROFESSIONAL SERVICES CONTRACTS

375-040-84  
PROGRAM MANAGEMENT  
12/17  
Page 3 of 3

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**



**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

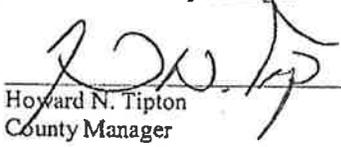
County Finance shall, during December of each year, report to the Board of County Commissioners, the number of interest payments exceeding \$250 made by the County during the preceding fiscal year and the total amount of such payments.

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.

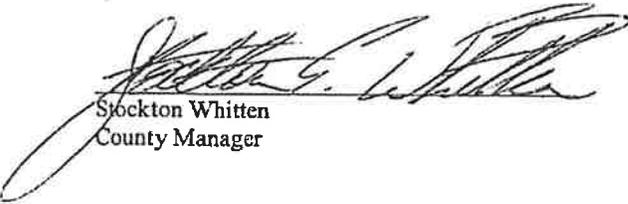
13. Provide for and supervise all inspections of original or master copies of public records to prevent damage, loss or alteration.
14. Maintain a record of the request and its resolution. Update the public records request tracking program on a regular basis to provide the status of the request until 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 <sup>1</sup> | Administrative Rate <sup>2</sup> |
|--------------------------------|----------------------------------|
| \$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 <a href="http://www.usps.gov">www.usps.gov</a> 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.  |

<sup>1</sup> 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.

<sup>2</sup> 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.

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

---

|                                      |                                      |                           |
|--------------------------------------|--------------------------------------|---------------------------|
| FPN: <u>441778-2-58-01</u>           | FPN: <u>441778-2-58-02</u>           | FPN: _____                |
| Federal No (FAIN): <u>FLAP 018 F</u> | Federal No (FAIN): <u>D521 024 B</u> | Federal No (FAIN): _____  |
| Federal Award Date: _____            | Federal Award Date: _____            | Federal Award Date: _____ |
| Fund: <u>PLH</u>                     | Fund: <u>ACSU / LF</u>               | Fund: _____               |
| Org Code: <u>55054010508</u>         | Org Code: <u>55054010508</u>         | Org Code: _____           |
| FLAIR Approp: <u>088717</u>          | FLAIR Approp: <u>088717</u>          | FLAIR Approp: _____       |
| FLAIR Obj: <u>780000</u>             | FLAIR Obj: <u>78000</u>              | FLAIR Obj: _____          |

County No: 70 Contract No: \_\_\_\_\_  
Recipient Vendor No: F596000523164 Recipient DUNS No: 78-324-8370  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

---

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and Brevard County ("Recipient").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Florida Coast to Coast Parrish Park Trailhead project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before December 31, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 4,052,621.00 (Four Million, Fifty-Two Thousand Six Hundred Twenty-One Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 3,284,766.00 (Three Million, Two Hundred Eighty-Four Thousand Seven Hundred Sixty-Six Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC-05/21  
Page 2 of 16

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

- If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC-05/21  
Page 4 of 16

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time,

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

- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
  - c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
  - d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
  - e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
  - f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
  - g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

### **8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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

- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 8 of 15

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC-05/21  
Page 12 of 15

Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any 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

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 13 of 15

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. If any funds other than federally-appropriated funds have been paid by the Recipient 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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and 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.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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

- f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j.  The following Exhibit(s) are attached and incorporated into this Agreement: N/A.

**k. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- Exhibit C: Title VI Assurances
- Exhibit D: Recipient Resolution
- Exhibit E: Federal Financial Assistance (Single Audit Act)
- Exhibit F: Contract Payment Requirements
- \* Exhibit G: FHWA Form 1273
- \* Exhibit H: Alternative Advance Payment Financial Provisions
- \* Exhibit I: State Funds Addendum
- \* Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \* Exhibit K: Advance Project Reimbursement
- \* Exhibit L: Landscape Maintenance
- \* Exhibit M: Roadway Lighting Maintenance
- \* Exhibit N: Traffic Signal Maintenance
- \* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s): N/A.

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT BREVARD COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: See Attached Signature Page  
Name:  
Title:

By: \_\_\_\_\_  
Name: C. Jack Adkins  
Title: Director of Transportation Development

Legal Review:

\_\_\_\_\_

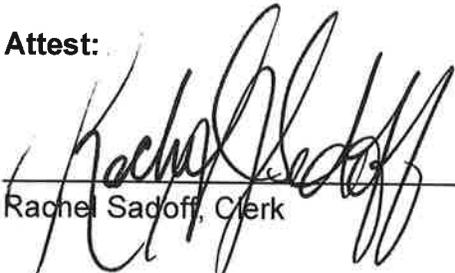
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**FPN: 441778-2-58-01**

**FPN: 441778-2-58-02**

In Witness Whereof, the parties have executed this Agreement on the day and year written above.

**Attest:**

  
\_\_\_\_\_  
Rachel Sadoff, Clerk

**Brevard County, Florida**

  
\_\_\_\_\_  
By: Kristine Zonka, Chair

As Approved by the Board on March 6, 2018

Reviewed for legal form and content:

  
\_\_\_\_\_  
Robin Rogers  
Assistant County Attorney

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 441778-2-58-01 / 441778-2-58-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Brevard County (the Recipient)

---

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** See Project Description Below

**PROJECT DESCRIPTION:**

This project consists of the construction of the Florida Coast to Coast Parrish Park Trailhead in Brevard County, Florida. The project limits are along the causeway just off the north side of State Road 406 from approximately the east end of the A. Max Brewer Bridge to the entrance of Merritt Island National Wildlife Refuge with a total project length of approximately 0.43 miles. 6-inch-thick concrete parking lots and drive aisle (including bedding stone and compacted sub-grade) will be constructed with curb and gutter, drainage improvements (including open bottom arch storage systems), asphalt milling and resurfacing, signing and pavement markings, bollards and pedestrian guiderail (including handrailing), 6-foot-wide concrete sidewalks and pedestrian beach-access ramps, 10-foot-wide concrete steps, landscaping, park entrance signs, and lighting (including tree up-lighting). Mobilization, maintenance of traffic, erosion control, clearing and grubbing, concrete removal, earthwork, gravity wall, detectable warning surfaces, and sod are also included.

This project has been broken into a base bid and two add-option components:

- Base Bid: Parrish Park Trailhead drive aisle, parking, and pedestrian improvements from STA. 99+83.77 to STA. 115+59.96, approximately 1577 feet.
- Add Option 1: Parrish Park Trailhead drive aisle, parking, loading areas and pedestrian improvements from STA. 115+59.96 to STA. 122+55.08, approximately 696 feet.
- Add Option 2: Parrish Park Trailhead parking lot and pedestrian improvements from STA. 200+37.65 to STA. 201+64.17, approximately 127 feet.

Improvements will meet current Americans with Disabilities Act (ADA) requirements. Utility coordination is required. The project will be constructed within the limits of existing right-of-way.

The following approved proprietary products are included in this project and are eligible for reimbursement:

- Lithonia Lighting fixture products.
- Park entrance sign components: Fiberforce grade materials by Bedford Technology, Dolphin Gray Color Starboard or Boatboard, Stainless Steel Sharx type screws and stainless steel Timber Tamers by Swan Secure, Evan Silver/Gray oil based solid stain #B-3L-4KZXZY-24 by All Florida Paint, and Rust Scat Polyurthane Gloss Enamel #31-136 Osha Red

and #31-137 Osha Blue by Coronado.

- WE-EF LIGHTING USA Tree Up-lighting ETC140-GB LED or approved equal.

The following item is ineligible for federal reimbursement and will be covered by local funds if selected:

- Upgrade costs for 6-inch-thick concrete sidewalk above the cost of standard 4-inch-thick concrete sidewalk.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation on a quarterly basis. Required documents should be submitted via email to [D5-ConstructionSpecialProjects@dot.state.fl.us](mailto:D5-ConstructionSpecialProjects@dot.state.fl.us).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let (Bid Opening) by May 3, 2022.
- b) Construction Duration of 373 days.
- c) Construction to be completed (Final Acceptance) by August 9, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

CEI services for this project are being provided through the District's Continuing Services CEI contract (CSC). Federal funds in the amount of \$361,454.00, representing the negotiated CEI contract amount, have been programmed on the project (441778-3-62-01). Should costs for federally eligible items exceed the programmed amount and additional federal funding is not available, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act). The Recipient will be solely responsible for CEI costs for federally ineligible items that require CEI services.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

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

**EXHIBIT B  
 SCHEDULE OF FINANCIAL ASSISTANCE**

|   |  |
|---|--|
| RECIPIENT NAME & BILLING ADDRESS:<br>Brevard County<br>2725 Judge Fran Jamieson Way<br>Viera, Florida 32940 | FINANCIAL PROJECT NUMBER:<br>441778-2-58-01 / 441778-2-58-02 |
|---|--|

| PHASE OF WORK By Fiscal Year                                   | MAXIMUM PARTICIPATION         |                      |                    |                        |
|--|-------------------------------|----------------------|--------------------|------------------------|
|  | (1)<br>TOTAL<br>PROJECT FUNDS | (2)<br>LOCAL FUNDS   | (3)<br>STATE FUNDS | (4)<br>FEDERAL FUNDS   |
| <b>Design- Phase 38</b>  |                               |                      |                    |                        |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| Total Design Cost  | \$ 0.00                       | \$ 0.00              | \$ 0.00            | \$ 0.00                |
| <b>Right-of-Way- Phase 48</b>                                  |                               |                      |                    |                        |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| Total Right-of-Way Cost  | \$ 0.00                       | \$ 0.00              | \$ 0.00            | \$ 0.00                |
| <b>Construction- Phase 58</b>                                  |                               |                      |                    |                        |
| FY: 2021-2022 (LAP: 52-01)                                     | \$ 2,000,000.00               | \$ 0.00              | \$ 0.00            | \$ 2,000,000.00        |
| FY: 2021-2022 (LAP: 52-02)                                     | \$ 2,052,621.00               | \$ 767,855.00        | \$ 0.00            | \$ 1,284,766.00        |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| Total Construction Cost  | \$ 4,052,621.00               | \$ 767,855.00        | \$ 0.00            | \$ 3,284,766.00        |
| <b>Construction Engineering and Inspection (CEI)- Phase 68</b> |                               |                      |                    |                        |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| Total CEI Cost   | \$ 0.00                       | \$ 0.00              | \$ 0.00            | \$ 0.00                |
| <b>(Insert Phase)</b>  |                               |                      |                    |                        |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____             | \$ _____           | \$ _____               |
| Total Phase Costs  | \$ 0.00                       | \$ 0.00              | \$ 0.00            | \$ 0.00                |
| <b>TOTAL COST OF THE PROJECT</b>                               | <b>\$ 4,052,621.00</b>        | <b>\$ 767,855.00</b> | <b>\$ 0.00</b>     | <b>\$ 3,284,766.00</b> |

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:  
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis  
 District Grant Manager Name

Signature \_\_\_\_\_ Date \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **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 contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor 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**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall 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 *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) 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).

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

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**Exhibit D**

**Recipient Resolution Resolution Number 2018-026b**

**A Resolution Authorizing the Execution of Local Agency Program Agreement with the Florida Department of Transportation for the Florida Coast to Coast Trailhead at Parrish Park – Titusville.**

**Whereas**, on March 6, 2018 the Brevard County Board of County Commissioners authorized the Chair to execute forthcoming State of Florida Department of Transportation Local Agency Program Agreements and Resolutions for the Florida Coast to Coast Trailhead at Parrish Park – Titusville (Project); and

**Whereas**, the Florida Department of Transportation and Brevard County desire to facilitate the construction of the Project; and

**Whereas**, Florida Department of Transportation has requested that Brevard County execute and deliver to Florida Department of Transportation the Local Agency Program Agreement for the construction of the aforementioned Project, FPN: 441778-1-58-01 and FPN: 441778-1-58-02; and

**Now, Therefore, Be it Resolved** by the Board of County Commissioners of Brevard County, Florida, that Kristine Zonka, Chair of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the Project, FPN: 441778-1-58-01 and FPN: 441778-1-58-02.

**Done and Resolved** in regular session this 6th day of March, 2018.

**Attest:**

**Brevard County, Florida**



Rachel Sadoff, Clerk



Kristine Zonka, Chair

As approved by the Board on March 6, 2018

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1)  
Site: [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1)  
Award Amount: \$1,284,766.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

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

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

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**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/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsr.gov/>

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

**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:** \$2,000,000.00  
**Awarding Agency:** Florida Department of Transportation  
**\*\*Award is for R&D** N/A  
**Indirect Cost Rate:** No

\*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:**

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

<https://www.ecfr.gov/current/title-2/part-200>

**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/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

MAP-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, P.L. 112-141

<https://www.govinfo.gov/content/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<https://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsr.gov/>

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

**EXHIBIT G**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE  
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

**EXHIBIT "L"**

**LANDSCAPE MAINTENANCE**

**Paragraph 16** is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called "Project Standards." Specifically, the Recipient agrees to:
  - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
  - b) Properly mulch plant beds;
  - c) Keep the premises free of weeds;
  - d) Mow and/or cut the grass to the proper length;
  - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
  - f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.
3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted 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 to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.
4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

**EXHIBIT "M"**  
**ROADWAY LIGHTING MAINTENANCE**

**Paragraph 16** is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

|   |   |   |
|---|---|---|
| <p><b>Agency: Brevard County</b><br/> <b>Vendor No: F596000523164</b></p> | <p><b>Fund: LF</b><br/> <b>Contract Amount: \$54,218.00</b></p> | <p><b>Financial Project No.:</b><br/> <b>441778-3-62-02</b></p> |
|---|---|---|

**LOCALLY FUNDED AGREEMENT  
 BETWEEN  
 THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
 AND  
 BREVARD COUNTY**

This **AGREEMENT**, made and entered into \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and BREVARD COUNTY (hereinafter referred to as the "LOCAL GOVERNMENT"),

**WITNESSETH:**

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto, as Exhibit "B", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Construction Engineering and Inspection (CEI) services for the project described as: the "Florida Coast to Coast Parrish Park Trailhead" project, said project being known as Financial Project Number (FPN) 441778-3-62-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the CEI services of the Project in Fiscal Year 2021/2022, said portion of the Project being known as FPN 441778-3-62-02, and said costs hereinafter referred to as "Federal-Aid Non-Participating Costs;" and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Federal-Aid Non-Participating Costs in a cost effective manner, the LOCAL GOVERNMENT desires to provide funding to the DEPARTMENT to be used for the Federal-Aid Non-Participating Costs, as described in "Exhibit A".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the CEI services for the Project using the Federal-Aid Non-Participating Costs described in Exhibit "A".

3. The DEPARTMENT shall perform the CEI services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Contribution by the LOCAL GOVERNMENT of the funds for the CEI phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT and the DEPARTMENT agree to share the cost for CEI services of the Project. The LOCAL GOVERNMENT agrees to provide 100% of the Federal-Aid Non-Participating Costs required for the CEI services and the DEPARTMENT agrees to provide the federal funds for the federal participating share of the CEI services, up to **\$54,218.00 (Fifty-Four Thousand Two Hundred Eighteen Dollars and No/100)**.

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated percentage of the actual Federal-Aid Non-Participating Costs of the project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The DEPARTMENT is only responsible for the stated federal participating share as described in paragraph 4(A). The Project is off the "State Highway System", therefore, in

accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of Federal-Aid Non-Participating Costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this Project is **\$361,454.00 (Three Hundred Sixty-One Thousand Four Hundred Fifty-Four Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for 100% of the non-federal portion of the project is **\$54,218.00 (Fifty-Four Thousand Two Hundred Eighteen Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, on or before but no later than **05/03/2022**, furnish the DEPARTMENT an advance deposit in the amount of **\$54,218.00 (Fifty-Four Thousand Two Hundred Eighteen Dollars and No/100)**. The deposit shall be the total estimated Federal-Aid Non-Participating Costs.

(F) If the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the Federal-Aid Non-Participating Costs. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) If the Federal-Aid Non-Participating Costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit

exceeds the LOCAL GOVERNMENT's share of the Federal-Aid Non-Participating Costs if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the Federal-Aid Non-Participating Costs, the LOCAL GOVERNMENT will be notified by the District accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Federal-Aid Non-Participating Costs. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs will overrun the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three-hundred and sixty (360) calendar days of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three-hundred and sixty (360) calendar days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event said final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes (F.S.), on any invoice not paid within the forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

**DEPARTMENT**

District 5 Local Programs  
719 South Woodland Boulevard, M.S. 4-520  
DeLand, Florida 32720  
(386) 943-5153  
[D5-LocalPrograms@dot.state.fl.us](mailto:D5-LocalPrograms@dot.state.fl.us)

District 5 Construction Special Projects  
719 South Woodland Boulevard, M.S. 3-506  
DeLand, Florida 32720  
(386) 943-5406  
[D5-ConstructionSpecialProjects@dot.state.fl.us](mailto:D5-ConstructionSpecialProjects@dot.state.fl.us)

**LOCAL GOVERNMENT**

Tim Lawry  
Facilities Construction Manager  
Brevard County  
2725 Judge Fran Jamieson Way  
Viera, Florida 32940  
(321) 863-2075  
[Tim.Lawry@brevardfl.gov](mailto:Tim.Lawry@brevardfl.gov)

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all

contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and 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 contractor/subcontractor during the contract term.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on \_\_\_\_\_, and the DEPARTMENT has executed this Agreement on \_\_\_\_\_.

**BREVARD COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: See Attached Signature Page  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: C. Jack Adkins  
Title: Director of Transportation Development

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Executive Secretary

Legal Review:

Legal Review:

\_\_\_\_\_  
LOCAL GOVERNMENT Attorney

\_\_\_\_\_  
DEPARTMENT Attorney

Financial Provisions Approval by  
Department of Comptroller on:

October 5, 2020

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCALLY FUNDED AGREEMENT**  
FPN: 441778-3-62-02

In Witness Whereof, the LOCAL GOVERNMENT has executed this Agreement on \_\_\_\_\_,  
and the DEPARTMENT has executed this Agreement on \_\_\_\_\_.

**Brevard County, Florida**

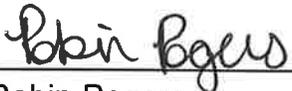
**Attest:**

  
\_\_\_\_\_  
Rachel Sadoff, Clerk

By:  \_\_\_\_\_  
Kristine Zonka, Chair  
1/27/22  
Date

As Approved by the Board on March 6, 2018

Reviewed for legal form and content:

 1/26/22  
\_\_\_\_\_  
Robin Rogers  
Assistant County Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

This project consists of the construction of the Florida Coast to Coast Parrish Park Trailhead in Brevard County, Florida. The project limits are along the causeway just off the north side of State Road 406 from approximately the east end of the A. Max Brewer Bridge to the entrance of Merritt Island National Wildlife Refuge with a total project length of approximately 0.43 miles. 6-inch-thick concrete parking lots and drive aisle (including bedding stone and compacted sub-grade) will be constructed with curb and gutter, drainage improvements (including open bottom arch storage systems), asphalt milling and resurfacing, signing and pavement markings, bollards and pedestrian guiderail (including handrailing), 6-foot-wide concrete sidewalks and pedestrian beach-access ramps, 10-foot-wide concrete steps, landscaping, park entrance signs, and lighting (including tree up-lighting). Mobilization, maintenance of traffic, erosion control, clearing and grubbing, concrete removal, earthwork, gravity wall, detectable warning surfaces, and sod are also included.

This project has been broken into a base bid and two add-option components:

- Base Bid: Parrish Park Trailhead drive aisle, parking, and pedestrian improvements from STA. 99+83.77 to STA. 115+59.96, approximately 1577 feet.
- Add Option 1: Parrish Park Trailhead drive aisle, parking, loading areas and pedestrian improvements from STA. 115+59.96 to STA. 122+55.08, approximately 696 feet.
- Add Option 2: Parrish Park Trailhead parking lot and pedestrian improvements from STA. 200+37.65 to STA. 201+64.17, approximately 127 feet.

Improvements will meet current Americans with Disabilities Act (ADA) requirements. Utility coordination is required. The project will be constructed within the limits of existing right-of-way.

The following approved proprietary products are included in this project and are eligible for reimbursement:

- Lithonia Lighting fixture products.
- Park entrance sign components: Fiberforce grade materials by Bedford Technology, Dolphin Gray Color Starboard or Boatboard, Stainless Steel Sharx type screws and stainless steel Timber Tamers by Swan Secure, Evan Silver/Gray oil based solid stain #B-3L-4KZXZY-24 by All Florida Paint, and Rust Scat Polyurthane Gloss Enamel #31-136 Osha Red and #31-137 Osha Blue by Coronado.
- WE-EF LIGHTING USA Tree Up-lighting ETC140-GB LED or approved equal.

The following item is ineligible for federal reimbursement and will be covered by local funds if selected:

- Upgrade costs for 6-inch-thick concrete sidewalk above the cost of standard 4-inch-thick concrete sidewalk.

The LOCAL GOVERNMENT will be responsible for providing funds for any Federal-Aid Non-Participating Costs including the initial amount of **\$54,218.00**.

*The remainder of this page intentionally left blank.*

**EXHIBIT "B"**  
**RESOLUTION**

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

**Exhibit "B"**

**Recipient Resolution Resolution**

**Number 2018 – 026c**

**A Resolution Authorizing the Execution of Locally Funded Agreement with the Florida Department of Transportation for Construction Engineering and Inspection of the Florida Coast to Coast Trailhead at Parrish Park – Titusville.**

**Whereas**, on March 6, 2018 the Brevard County Board of County Commissioners authorized the Chair to execute forthcoming State of Florida Department of Transportation Local Agency Program Agreements and Resolutions for the Florida Coast to Coast Trailhead at Parrish Park – Titusville (Project); and

**Whereas**, the Florida Department of Transportation and Brevard County desire to facilitate the construction engineering and inspection services of the Project; and

**Whereas**, Florida Department of Transportation has requested that Brevard County execute and deliver to Florida Department of Transportation the Locally Funded Agreement for the construction engineering and inspection services of the aforementioned Project, FPN: 441778-3-62-02; and

**Now, Therefore, Be it Resolved** by the Board of County Commissioners of Brevard County, Florida, that Kristine Zonka, Chair of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the Project, FPN: 441778-3-62-02.

**Done and Resolved** in regular session this 6th day of March, 2018.

**Attest:**

**Brevard County, Florida**



Rachel Sadoff, Clerk



Kristine Zonka, Chair

As approved by the Board on March 6, 2018

### **THREE PARTY ESCROW AGREEMENT**

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Brevard County ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Florida Coast to Coast Parrish Park Trailhead project  
Project #: 441778-3-62-02  
County: Brevard

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

*The remainder of this page is blank.*

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

\_\_\_\_\_  
For FDOT-OOC (signature)

\_\_\_\_\_  
Name and Title

59-3024028  
\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

See Attached Signature Page  
\_\_\_\_\_  
For PARTICIPANT (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

FDOT Legal Review:

\_\_\_\_\_

\_\_\_\_\_  
For Escrow Agent (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

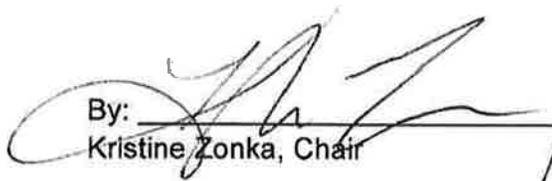
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**THREE PARTY ESCROW AGREEMENT**  
FPN: 441778-3-62-02

In Witness Whereof, the parties have executed this Agreement on the day and year written above.

Attest:

  
Rachel Sadoff, Clerk

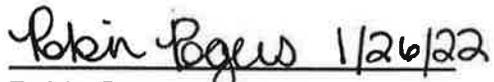
**Brevard County, Florida**

By:  1/27/22  
Kristine Zonka, Chair Date

Federal Employer I.D. Number: 59-6000523

As Approved by the Board on March 6, 2018

Reviewed for legal form and content:

 1/26/22  
Robin Rogers  
Assistant County Attorney

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# CONTRACT REVIEW AND APPROVAL FORM

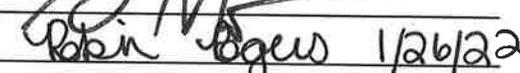
## SECTION I - GENERAL INFORMATION

|  |  |   |   |
|--|--|---|---|
| <b>1. Contractor:</b> State of Florida Department of Transportation  |  | <b>2. Amount:</b> \$54,218.00                 |   |
| <b>3. Fund/Account #:</b>  |  | <b>4. Department Name:</b> Parks & Recreation |   |
| <b>5. Contract Description:</b> Locally Funded Agreement for Construction Engineering and Inspection Services of the Trailhead @ Parrish Park Titusville |  |   |   |
| <b>6. Contract Monitor:</b> Melissa Renninger  |  |   | <b>8. Contract Type:</b><br><br>INTERGOVT/STATE |
| <b>7. Dept/Office Director:</b> Mary Ellen Donner  |  |   |   |
| <b>9. Type of Procurement:</b> Other   |  |   |   |

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u>                     |                          | <u>SIGNATURE</u> |
|----------------------|-------------------------------------|--------------------------|------------------|
|                      | <u>YES</u>                          | <u>NO</u>                |                  |
| User Agency          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | _____            |
| Purchasing           | <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>YES</u>                          | <u>NO</u>                |  |
| User Agency          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | _____  |
| Purchasing           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Risk Management      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| County Attorney      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  1/26/22 |

## 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, Title, Type, and Amount  | <input type="checkbox"/> |
| Storage Location (SAP)  | <input type="checkbox"/> |
| Contract Approval Date, Effective Date, and 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 (Contract Form with County Attorney/ Risk Management/ Purchasing 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**

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

|  |  |   |  |
|--|--|---|--|
| 1. <b>Contractor:</b> State of Florida Department of Transportation  |  | 2. <b>Amount:</b> \$3,284,766.00              |  |
| 3. <b>Fund/Account #:</b>  |  | 4. <b>Department Name:</b> Parks & Recreation |  |
| 5. <b>Contract Description:</b> Local Agency Program Agreement for construction of the Trailhead @ Parrish Park Titusville |  |   |  |
| 6. <b>Contract Monitor:</b> Melissa Renninger  |  | 8. <b>Contract Type:</b><br><br>GRANT         |  |
| 7. <b>Dept/Office Director:</b> Mary Ellen Donner  |  |   |  |
| 9. <b>Type of Procurement:</b> Other   |  |   |  |

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

| <u>COUNTY OFFICE</u> | <u>YES</u>                          | <u>NO</u>                | <u>SIGNATURE</u> |
|----------------------|-------------------------------------|--------------------------|------------------|
| User Agency          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | _____            |
| Purchasing           | <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

### APPROVAL

| <u>COUNTY OFFICE</u> | <u>YES</u>                          | <u>NO</u>                | <u>SIGNATURE</u> |
|----------------------|-------------------------------------|--------------------------|------------------|
| User Agency          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | _____            |
| Purchasing           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | _____            |
| Risk Management      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | _____            |
| County Attorney      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | _____            |

*Bob Egew 1/26/22*

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

| <b>CM DATABASE REQUIRED FIELDS</b>  | <b>Complete</b> ✓                   |
|---|-------------------------------------|
| Department Information  | <input checked="" 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, Title, Type, and Amount  | <input type="checkbox"/>            |
| Storage Location (SAP)  | <input type="checkbox"/>            |
| Contract Approval Date, Effective Date, and 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 (Contract Form with County Attorney/ Risk Management/ Purchasing 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

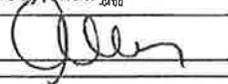
**SECTION I - GENERAL INFORMATION**

|   |   |
|---|---|
| <b>1. Contractor:</b> FDOT  |   |
| <b>2. Fund/Account #:</b>   | <b>3. Department Name:</b> Parks & Recreation |
| <b>4. Contract Description:</b> Supplemental Agreement: 441778-1-38-01 Parrish Park Trailhead |   |
| <b>5. Contract Monitor:</b> Melissa Renninger   | <b>7. Contract Type:</b><br><br>GRANT         |
| <b>6. Dept/Office Director:</b> 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 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<br/>Date: 2019.09.12 15:10:44 -0400</small> | 09/12/2019  |
| Risk Management      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Lairsey, Matt <small>Digitally signed by Lairsey, Matt<br/>Date: 2019.09.12 15:41:30 -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 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/<br>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**

**CONTRACT REVIEW AND APPROVAL FORM**

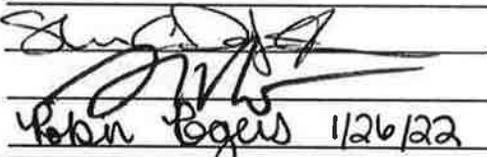
**SECTION I - GENERAL INFORMATION**

|   |  |  |  |
|---|--|--|--|
| 1. Contractor: State of Florida Department of Transportation                                      |  | 2. Amount: \$54,218.00                 |  |
| 3. Fund/Account #:  |  | 4. Department Name: Parks & Recreation |  |
| 5. Contract Description: Three Party Escrow Agreement for the Trailhead @ Parrish Park Titusville |  |  |  |
| 6. Contract Monitor: Melissa Renninger  |  | 8. Contract Type:<br>INTERGOVT/STATE   |  |
| 7. Dept/Office Director: Mary Ellen Donner  |  |  |  |
| 9. Type of Procurement: Other   |  |  |  |

**SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

| COUNTY OFFICE   | APPROVAL                            |                          | SIGNATURE |
|-----------------|-------------------------------------|--------------------------|-----------|
|                 | YES                                 | NO                       |           |
| User Agency     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | _____     |
| Purchasing      | <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  |
|-----------------|-------------------------------------|--------------------------|--|
|                 | YES                                 | NO                       |  |
| User Agency     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <br>_____<br>John Rogers 1/26/22 |
| Purchasing      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  |
| Risk Management | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  |
| County Attorney | <input checked="" 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, Title, Type, and Amount  | <input type="checkbox"/> |
| Storage Location (SAP)  | <input type="checkbox"/> |
| Contract Approval Date, Effective Date, and 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 (Contract Form with County Attorney/ Risk Management/ Purchasing 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"/> |