



Purchasing & Contracts Division, 120 Malabar Road, SE, Palm Bay, FL 32907-3009

**REQUEST FOR QUALIFICATIONS # 36-0-2011/BLM
NORTHEAST PALM BAY INFRASTRUCTURE IMPROVEMENT PROJECT**

Purchasing & Contracts Division
120 Malabar Road, SE
Palm Bay, FL 32907-3009

ISSUE DATE: 01/19/11
Page 1 of 8

**SUBMITTALS TO BE RECEIVED NO LATER
THAN 2:00 PM ON TUESDAY, FEBRUARY 22,
2011**

PURCHASING DIVISION CONTACT:
Bobbie Marsala, Purchasing Manager
PHONE NUMBER: (321) 952-3424
FAX: (321)952-3401
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SECTION I

INFORMATION

The scope of work is more fully described in the Northwest Palm Bay Infrastructure Investment Project Engineering Report prepared by Wade Trim, dated October 2010. Proposers should thoroughly review the report to understand the project as contemplated. (Attached as Exhibit "A")

The infrastructure improvements are proposed based on a grant application to the US Economic Development Administration. Project scope may be modified depending on the amount of the award and resources ultimately available to implement the project.

QUALIFICATION SUBMITTAL DUE DATE & TIME: TUESDAY, FEBRUARY 22, 2011 AT 2:00 P.M. Submittal packages shall be mailed or hand-delivered to the Office of Purchasing & Contracts Division, located at CITY HALL, 120 Malabar Road SE, Palm Bay, Florida 32907, Room 123. Submittals are to be received NO LATER THAN 2:00 P.M. after which time receipt will officially be closed. Submittals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of Purchasing & Contracts Division will be the official authority for determining late Submittals.

NOTE: Qualification Submittals will be opened on the same date as identified above. The qualification package opening will be conducted in a public meeting at 2:15 P.M. on Tuesday, February 22, 2011. The location of the opening will be the Purchasing & Contracts Division, Conference Room, 120 Malabar Road, SE, Palm Bay, FL 32907. All qualification packages shall be opened publicly and only the names of all design-build firms shall be read aloud.

Mark qualification packages "RFQ #36-0-2011/BLM, Northeast Palm Bay Infrastructure Investment Project". Consultants shall submit six (6) complete sets (one (1) Marked "Original" and five (5) copies) of their qualification packages complete with all supporting documentation. Additionally, one (1) electronic copy on

compact disk (CD) shall be provided. Offers submitted by facsimile (fax) or via e-mail will NOT be accepted. It is the Offeror's responsibility to ensure that Qualification Package submittals are in accordance with all addendums issued. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division.

For information concerning procedure for responding to this Request for Qualifications (RFQ) contact Bobbye Marsala, CPPO, CPPB, C.P.M., FCPM, FCPA, Manager, Purchasing & Contracts Division at (321) 952-3424. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or submittal procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Request for Qualification Documents shall be submitted in writing and directed to the City of Palm Bay, 120 Malabar Road SE, Palm Bay, FL 32907, Attention: Bobbye Marsala, CPPO, CPPB, C.P.M., FCPM, FCPA, Manager, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 952-3401 or e-mail at marsab@pbfl.org. Questions received less than seven (7) calendar days prior to the date for opening of the Qualification Packages will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Proposers in submitting their Qualification Packages.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all Qualification Submittals, and to accept the Submittal which best serves the interest of the City of Palm Bay.

ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective individuals/firms who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division. Proposers are responsible to check any of these locations for updates.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations will be posted at least seventy-two (72) hours in advance of such meetings/presentations. Proposers are responsible to check the following locations for updates on this Request for Qualification status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907, at <http://www.demandstar.com>, and at www.publicpurchase.com. Links to both sites are available through the City's Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division.

CONFLICT OF INTEREST - The Offeror certifies that this qualification submittal has not been arrived at collusively or otherwise in violation of federal, state or local laws.

DISCRIMINATORY VENDOR LIST: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity (Section 287.134(3)(d), Florida Statutes).

ECONOMY OF PREPARATION: The submittals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to fulfill the requirements of the Request for Qualifications.

INFORMALITIES - The City of Palm Bay reserves the right to both waive any informality in Request for

Qualifications and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this solicitation, will be furnished in writing to all prospective Offerors. No interpretation shall be considered binding unless provided in writing by the City of Palm Bay.

OFFEROR ACKNOWLEDGE: By submitting a response to this request, the offeror certifies that he/she has fully knowledge of the scope, nature, and quality of work to be performed.

OFFEROR'S EXPENSES - The City will not pay a retainer or similar fee. The City is not responsible for any expenses that offeror may incur in preparing and submitting information called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the offeror. The City will not be liable for any costs incurred by the offeror in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

PUBLIC RECORDS: Florida Law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the City in connection with an RFQ response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after proposal opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The offeror shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the offeror as it deems appropriate, including but not limited to, a background investigation of service personnel.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION: Offerors are responsible to check the following locations for updates on this Request for Qualifications status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907; at <http://www.demandstar.com> and www.publicpurchase.com. Links to both websites are available through the City's Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Offeror's, who do not have Internet access, may request copies by enclosing a stamped, self-addressed envelope with the Qualification submittal.

TAX EXEMPTIONS - The City of Palm Bay is tax exempt. The City of Palm Bay's tax-exempt number is 85-8012646361C-4.

TIME FOR CONSIDERATIONS - Offers will be irrevocable after the time and date set for the opening of submittals and for a period of ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

STANDARD INSURANCE REQUIREMENTS

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. Commercial General Liability: The successful contractor(s) shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically -confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form. Maximum Deductible - \$5,000 each claim. Higher deductibles are permitted subject to City approval.
- B. Automobile: Successful contractor(s) shall provide minimum limits of liability of \$1,000,000 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. Professional Liability Insurance: Professional liability insurance with a minimum limit of two million dollars (\$2,000,000) aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$25,000 for each claim the Successful contractor(s)s represents it is financially responsible for the deductible amount.
- D. Workers' Compensation: The Successful contractor(s)s shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Said policy must include Employers' Liability insurance with limits of no less than:
- | | |
|---------------------------|---------------|
| • Each Accident | \$ 500,000.00 |
| • Disease – Policy Limit | \$ 500,000.00 |
| • Disease – Each Employee | \$ 500,000.00 |

Successful contractor(s)s shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance, and also provide the City with a Waiver of Subrogation.

- F. Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation) a named additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful contractor(s) to declare self-insured retention or deductible amounts. All deductibles in vendor's policy are liability of the vendor.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful contractor(s) to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

SECTION II

SCOPE OF WORK

In accordance with the provisions of Florida State Statutes 287.055, the City of Palm Bay is accepting qualification submittals from individuals and firms who desire to provide professional engineering services for the City's Northeast Palm Bay Infrastructure Investment Project. The project scope includes two primary public infrastructure improvements:

- Connecting Troutman Boulevard with Clearmont Street, including ancillary safety, capacity and aesthetic improvements
- Enhancing Knecht Park to include such amenities as a jogging path with exercise stations, resurfacing the existing basketball court, construction of a skate park and installation of shade tents.

The scope of work is more fully described in the Northwest Palm Bay Infrastructure Investment Project Engineering Report prepared by Wade Trim, dated October 2010. Proposers should thoroughly review the report to understand the project as contemplated. (Attached as Exhibit "A")

The infrastructure improvements are proposed based on a grant application to the US Economic Development Administration. Project scope may be modified depending on the amount of the award and resources ultimately available to implement the project.

Specifically services may include, but not be limited to:

- Surveying
- Design engineering, including use of sustainable, "green" principles
- All permitting, including SJRWMD (and US Army Corps of Engineers) if necessary
- Wetland mitigation (if necessary)
- Landscaping, irrigation, lighting and/or streetscaping
- Right-of-Way acquisition support services
- Utility relocation coordination and potentially utility relocation design and permitting
- Coordination with affected/interested property owners
- Grant agency coordination
- Public meetings
- Preparation of construction documents including technical specifications
- Cost estimating
- Bidding and construction services
- Related services as may be required

The primary focus of work will be relative to the Troutman/Clearmont connection, although some minor services only may be needed relative to Knecht Park. This is NOT a park design project. Design of off-site utilities, landscaping and sidewalks will also be required as detailed in the engineering report.

SECTION III

QUALIFICATION SUBMITTALS

General Instructions: Submit qualification packages in the format outlined below. Use of this format is MANDATORY. Submit only the information requested. Additional data will not be considered.

CRITERIA

Respondents shall include the following information in their written response document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

Title Page: (Non-scored)

Title Page shall show the Request for Proposals (RFP) subject, title and RFP number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Tab 1 - Transmittal Letter: (Non-scored)

The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the offeror to perform the work included in the Request, and should identify all materials and enclosures being forwarded in response to the RFP. The letter should also provide a brief description of the proposer's ability to meet the requirements of the RFP and provide a brief discussion about proposer's business history in the area's marketplace.

Tab 2 - Table of Contents: (Non-scored)

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 3 – Project Team and Experience: (0-25 Points)

- A. Provide an organizational chart for the project team.
- B. Identify the following team members:
 - 1. Project Manager
 - 2. Key Staff (civil, permits, landscaping, utilities, etc.)
 - 3. Key Sub-Consultant Personnel
- C. For each individual listed above, answer the following questions. Please use a separate page for each team member.
 - 1. Where is this individual located?
 - 2. How long has this individual been employed by this firm?
 - 3. Years of experience?
 - 4. License or accreditation?
 - 5. What is the availability of this individual to devote time to the project?
 - 6. What is this individual's length of experience with the project team?
 - 7. Give 3 examples of specific experience relevant to this project.
 - 8. Specific role in the project?
- D. Describe the team's experience in sustainable, "green" infrastructure design (one page maximum).
- E. Describe the team's graphic and illustrative capabilities (one page maximum).
- F. Describe the team's relationships and experience with regulatory agencies (one page maximum).
- G. Describe the team's familiarity with the City of Palm Bay. Does the team have any direct experience in the City of Palm Bay? (one page maximum)
- H. Provide information as to the firms' status as a certified minority, disadvantaged or women-owned business enterprise.
- I. Identify the location of the firm and discuss how that will affect the project progression.

Tab 4 – Project Team Location: (0-15 Points)

- A. Identify the location of all key team members in Tab 3.
- B. Discuss how the location of the firm and project staff will impact the project schedule and budget and the coordination with City of Palm Bay staff, regulatory agencies, utility companies and private sector partners.

Tab 5 – Project Management: (0-20 Points)

- A. Describe how the project team will be managed. Who will be the City's primary contact point? How will sub consultants and/or partner firms be managed to maintain accountability?
- B. Describe the way that the team would allocate staff resources to a typical project. Specifically discuss the average percentages of managerial, technical and administrative staff allocated to a typical project.
- C. Discuss the firm's quality control program.
 - 1. What percent of the project contract cost would typically be dedicated toward quality control?
 - 2. What team members will be assigned to quality control?
 - 3. How will the bidability and constructability of the engineering plans and specifications be incorporated into the quality control program?
- D. Describe how the firm responds to problems relative to errors and omissions in the plans and specifications. Give specific examples of how the firm has handled errors and omissions claims from previous clients. Provide a 5-year history of claims
- E. Describe how the project team would ensure that the design concepts used are those with the most value for the City's investment?
- F. Which team member will be responsible for assuring the projects are completed within schedule and budget? How will scope creep be managed?
- G. The project will require interface/coordination with private sector partners, utility companies and members of the public. Who will handle these responsibilities?

Tab 6 – Project Approach: (0-40 Points)

- A. Explain **in concept** how the project team would approach this project. Discuss team organization, logical sequence of work, agency coordination, utility coordination, private sector interface, public involvement, quality control, value engineering, schedule and budget management, construction management and other critical project phases. (Five pages maximum)
- B. Provide a draft schedule up through complete construction documents and permits. If a contract is executed March 18, 2011, when will the project be ready for bid? (Two pages maximum)
- C. Discuss opportunities, benefits, costs and your approach for sustainable, "green" applications on this project. (Two pages maximum)

The successful firm will be required to enter into a Professional Services Agreement (reference DRAFT Agreement attached, Exhibit "B")

SECTION IV**AWARD PROCESS**

The selection committee will evaluate each qualifications statement based on the criteria in the RFQ outline. Based on the initial evaluation, a short-list of at least three (3) responding firms will be developed.

The short-listed firms will be required to make a formal presentation to the selection committee, following which the responders will be re-ranked by the selection committee.

The selection committee will recommend a ranking to the City Manager. A request for City Council approval of final ranking, and authorization to negotiate and enter into final Agreement will be made by the City Manager.

Following Council action, the City will negotiate a contract with the top-ranked firm

Should the City be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The City will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City will terminate negotiations. The City will then undertake negotiations with the third most qualified firm.

Should the City be unable to negotiate a satisfactory contract with any of the selected firms, the City will select additional firms in the order of their competence and qualification and continue negotiations in accordance with s.. 287.055, Florida Statutes.

REQUEST FOR QUALIFICATIONS TIME LINE

The **anticipated** schedule for this RFQ is as follows:

Proposal Advertisement	January 19, 2011
Deadline for Questions	February 15, 2011
Submission Deadline	February 22, 2011
Committee Short-List Ranking	February 28, 2011
Oral Presentations	March 9, 2011
Committee Final Ranking	March 9, 2011
Recommendation to Council	March 10, 2011
Contract Award	March 17, 2011

EXHIBIT "A"

NORTHEAST PALM BAY INFRASTRUCTURE INVESTMENT PROJECT

ENGINEERING REPORT

PREPARED FOR:



CITY OF PALM BAY
120 MALABAR ROAD
PALM BAY, FLORIDA 32907

PREPARED BY:



3790 DIXIE HIGHWAY NE, SUITE D
PALM BAY, FLORIDA 32905
(321) 728-3389, FAX (321) 728-3393

OCTOBER 2010

PBB2017.01L

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Appendix L	City of Palm Bay-Harris Corporation Property Agreements Map
Appendix M	Anticipated Schedule of Events – Troutman Boulevard / Clearmont Street & Knecht Park Improvements

The content of this report is to provide a preliminary technical/environmental analysis of the project and the components to be considered, but not limited to, during the design phase.

1.2 Project Description

The project includes two primary public infrastructure improvements: connecting Troutman Boulevard with Clearmont Street, with ancillary safety, capacity and aesthetic improvements and enhancing Knecht Park to provide more recreational opportunities in support of the industrial and commercial employers in the area.

The primary focus of the project is the public-private partnership between the City of Palm Bay and Harris Corporation. Harris Corporation has committed to approximately \$100 million in capital investment for their Palm Bay campus and anticipates significant job creation. The public infrastructure improvements support Harris Corporation's investment to modernize their campus to attract and retain a new generation of engineers and support personnel.

1.2.1 Troutman Boulevard / Clearmont Street Connection

The primary aspect of this project is the realignment of Troutman Boulevard to connect with the south end of Clearmont Street. Ancillary improvements include widening Clearmont to 11 foot lanes, extending bike/pedestrian facilities on Clearmont and Troutman, improving stormwater management, lighting, with irrigation and landscaping along Clearmont, Harris Avenue and Palm Bay Road (Harris Corporation frontage). The work includes LED street lights and recycling pavement as "green road" concepts that will be incorporated into the project. As design progresses, additional "green road" features may be included.



Figure 1-2: Troutman Boulevard/Clearmont Street Realignment Map

Project Scope Summary:

- 2,000 LF of realignment of Troutman Boulevard into Clearmont Street (4-11 foot wide lanes);
- Bike/pedestrian facilities on both sides of the Troutman Boulevard realignment (5 foot sidewalk and 8.5 foot wide path);
- Approximately 2,000 LF improvements along Clearmont Street such as widening the lanes from 10 foot wide to 11 foot wide lanes, resurfacing and 8.5 foot wide bike path along the west side (see **Appendix A** for the limits of sidewalk and bike path improvements);
- Providing curb and gutter for the Clearmont Street median;
- Installation of stormwater pond and discharge pipe;
- Approximately 1,600 LF of removal of pavement as part of the Troutman Boulevard vacating right-of-way, maintaining utility easements;

- Landscape and irrigation improvements along Clearmont Street, Palm Bay Road and Harris Avenue (see **Appendix B** for the limits of landscaping and irrigation improvements); and
- Lighting along Clearmont Street and the realignment section; and
- Installation of 5 foot wide sidewalk along the east side of Troutman Boulevard, from Mandarin Drive to the Harris campus.

1.2.2 Knecht Park

The scope of this project is the renovation of Knecht Park. This approximately 15 acre park is located in the City of Palm Bay and serves as a regional recreation facility for the neighboring community along with employees from the adjacent Harris Corporation. The concept will include a jogging path with exercise stations; resurfacing of the existing basketball court, installing a shade tent and the installation of a skate park with shade tent. **Figure 1-3** for the conceptual design improvements of the project.



Figure 1-3: Knecht Park – Conceptual Design Improvements

Project Scope Summary:

- Approximately 2,300 LF of 10 foot wide jogging trail with exercise stations;
- Resurfacing of existing basketball court with the installation of a 60 ft x 100 ft shade structure; and
- Skate park with shade tent.

2.0 EXISTING CONDITIONS

2.1 *Environmental Condition*

2.1.1 Shorelines, Beaches and Dunes, Estuaries, Wetlands & Floodplains

Palm Bay is located inland from the coast of Florida, such that the project area does not affect shorelines, beaches, dunes or estuaries.

The design of the project may result in minimal impacts to wetlands. There are potential wetlands to the southwest of the proposed alignment, but their extent has not yet been confirmed in the field. Similarly, floodplain impacts are not anticipated, but may be found to be marginal once detailed design is underway. The City of Palm Bay does participate in the National Flood Insurance Program. The City of Palm Bay also understands its obligation to obtain the appropriate federal and water management district permits for any such impacts that may occur.

2.1.2 Vegetation and Wildlife Resources

The site is completely disturbed, with no impacts to vegetation or wildlife anticipated.

2.1.3 Endangered Species

The site is completely disturbed, with no impacts to threatened or endangered species anticipated. However, the design scope will include review to confirm any possible species impacts.

2.1.4 Solids Waste Management

The primary solid waste to be generated is roadway construction debris, which will be handled by the selected contractor.

Construction solid waste will be handled by any licensed, franchised waste hauler. Waste disposal is handled by Brevard County at their disposal sites.

The City of Palm Bay Public Works Department will remove the segment of Troutman Boulevard scheduled for demolition and will recycle materials (asphalt, concrete) as appropriate.

2.1.5 Hazardous or Toxic Substances

There are none on the project site. However, Harris entered into consent decrees (#91-624-CIV-ORL-19 and #96-1237-CIV-ORL-19) in the 1990s regarding groundwater contamination on their Palm Bay Campus. Neither of the noted sites affects the project and the remediation has been successful.

2.1.6 Water Resources

The City of Palm Bay does have wells in the area of the proposed project, but not within the project limits. There is no anticipated effect of the project on the well field.

2.1.7 Water Supply and Distribution Systems

Project facilities and primary beneficiaries are not anticipated to modify their usage of the water supply system.

2.1.8 Wastewater Collection and Treatment Facilities

Project facilities and primary beneficiaries are not anticipated to modify their production of waste as a result of the project.

One of the City of Palm Bay wastewater treatment facilities is adjacent to the project site. The facility has not reached its capacity.

The project will require stormwater management permits from the St. Johns River Water Management District. No major changes in surface water runoff are anticipated. The project concept includes a retention pond for stormwater treatment.

2.1.9 Environmental Justice (Executive Order 12898)

The project will not result in disproportionate or any adverse human health or environmental impacts relative minority and low income populations.

2.1.10 Air Quality

Brevard County is not a non-attainment area. There are no topographical or meteorological conditions that would hinder the dispersal of air emissions. Palm Bay is located on the east coast of central Florida where the topography is very flat and an ocean breeze is common.

2.1.11 Noise Pollution

Following construction, there is no projected increase in ambient noise levels.

2.1.12 Construction

Local, state and federal regulations require erosion and siltation control on site. Dust, erosion and sediment control are handled through the construction contract documents and enforced by on-site inspection staff. Construction noise is limited by City of Palm Bay Code of Ordinances.

2.1.13 Cumulative Effects

The project may have minimal wetland and flood plain impacts, which will be mitigated as required by local, state or federal regulation as applicable.

No significant impacts to resources, ecosystems or human communities are anticipated, as the project elements are constructed primarily in built, disturbed areas. No cumulative effects are anticipated.

2.2 Troutman Boulevard / Clearmont Street Connection

2.2.1 Functional Classification

The Urban Area and Functional Classification's Map for Brevard County, provided by Florida Department of Transportation and located on the Space Coast Transportation Planning Organization's (TPO) website, classifies Troutman Boulevard as an urban collector roadway and Clearmont Street as an urban local roadway.

2.2.2 Existing Typical Section

The existing typical section for Troutman Boulevard from Port Malabar Boulevard to Palm Bay Road is a four-lane roadway with two 11-foot travel lanes in each direction and unpaved outside shoulders. The existing depressed median is 16.5 feet wide with unpaved shoulders. An existing 8.5-foot pedestrian path runs along the west side of the roadway. In addition, there is an existing 5 foot sidewalk on the east side of Troutman Boulevard from Port Malabar Boulevard to Mandarin Drive. The posted speed limit within the project limits is 35 mph. Refer to **Appendix C** for Troutman Boulevard Existing Typical Section.

The existing typical section for Clearmont Street from its southern terminus at the beginning of existing path to Palm Bay Road is a four-lane roadway with two 10-foot travel lanes in each direction and unpaved outside shoulders. The existing depressed median is 30 feet wide with unpaved shoulders. An existing five foot sidewalk runs along the east of the roadway. The posted speed limit within the project limits is 35 mph. Refer to **Appendix C** for Clearmont Street Existing Typical Section.

2.2.3 Existing Right-of-Way

Based on data provided by the City, Troutman Boulevard has a right-of-way width of 100 feet throughout the project limits. Clearmont Street has a right-of-way width of 80 feet from its southern terminus to approximately 200 feet south of Franklin Drive and 100 feet of right-of-way from just south of Franklin Drive to Palm Bay Road. The Clearmont right-of-way is shared with two Florida Power and Light (FPL) Easements within the section of the roadway that has 80 feet of right-of-way width and a 40' Track E, owned by HT Land Trust, LLC[†] (See **Appendix D** for the recorded plat). For the majority of the project limits, Troutman Boulevard and Clearmont Street are separated by existing property that is owned by the Harris Corporation. Please see **Appendix E** for a preliminary survey, which includes right-of-way and easement locations.

[†] Per the Brevard County Property Appraiser's Website as of September 2010

2.2.4 Existing Pavement

The existing pavement for both Troutman Boulevard and Clearmont Street was evaluated in the field. Based on field observations, the existing pavement for Troutman was recently milled and resurfaced and was in excellent condition with limited to no cracking and rutting. The existing pavement for Clearmont Street varied from fair to poor condition within the project limits. From Franklin Drive just south of Palm Bay Road, the existing pavement for Clearmont Street was observed to be in poor condition with major rutting and cracking. From the southern terminus of Clearmont Street to just south of Franklin Drive, the existing pavement for Clearmont Street was observed to be in fair condition with minor rutting and cracking. No geotechnical investigation was performed as part of this report. See **Appendix F** for site photographs of existing pavement conditions.

2.2.5 Existing Horizontal Alignment

The existing horizontal alignment for Troutman Boulevard runs straight in a northwest direction from Port Malabar Boulevard. The roadway then curves to the north and runs straight in a northern direction until the roadway terminates at Palm Bay Road. Clearmont Street has straight north-south alignment from Palm Bay Road to the southern end of the project limits, just south of Charles J. Herbert Drive at the northern terminus of an existing pedestrian path (See **Figure 1-1**).

2.2.6 Existing Vertical Alignment

Although a preliminary survey was provided, only limited elevation information was shown relative to Troutman Boulevard. However, based on field observations, it was determined that both Troutman Boulevard and Clearmont Street have a relatively flat vertical alignment.

2.2.7 Railroad Crossings

There are no active railroad crossings within the project limits.

2.2.8 Lighting

There is no existing roadway lighting within the project limits.

2.2.9 Traffic

Neither roadway has extensive traffic volume, with the volume on Troutman Boulevard at approximately 6400 average daily traffic (August 2010) for a 4 lane divided urban collector, which is considered a low volume urban collector as defined by the *Florida Department of Transportation Plans Preparation Manual Volume I, page I-8*. The area is generally built-out, but may experience some traffic growth over time due to continued industrial and commercial development. Palm Bay Road has recently been 6-laned along the frontage of Harris Corporation, such that the transportation network has sufficient capacity for growth.

2.2.10 Signals

There are four signalized intersections within proximity of the project. One is a mast arm signal located at Troutman Boulevard and Palm Bay Road, second is a mast arm signal located at Clearmont Street and Palm Bay Road, the third is a span wire signal located to the south of the project at Troutman Boulevard and Port Malabar Boulevard and the fourth is a span wire signal at Troutman Boulevard and Charles J. Herbert Drive.

2.2.11 Existing Utilities

Using the City's GIS database, several public utilities were identified throughout the project limits. Potable water and raw water main lines are located along the east side of Clearmont Street. Troutman Boulevard serves as a utility corridor for all public utilities due to the City's water, wastewater and reclaimed treatment plants located adjacent to the project limits. The following is a summary of utilities within Troutman Boulevard right-of-way:

- East Side of Road – Potable Water Main and Raw Water Main
- Median – Sanitary Force main and Reclaimed Water Main
- West Side of Road – Sanitary Force Main

In addition to the public utilities referenced above, gravity sewers, monitoring wells and public/private lift stations are located in the vicinity of the project area and is to be determined if relocating is required during the design phase of the project. See **Figure 2-1** for a general map of the public utilities within the project limits.



Figure 2-1: Public Utilities Map

Sunshine State One Call was contacted, and a Utility Design Ticket was created in order to determine the amount of private utilities within the project limits. A summary of the utilities within the project limits for Troutman Boulevard and Clearmont Street are listed in **Table 2-1**.

Table 2-1: Existing Utilities for Troutman Boulevard Realignment

Utility Agency Owner	Utility Type	Utility Contact	Contact Number
Bright House Networks	Cable	Mike Isom	321-757-6451
ATT/Distribution	Telecom	Pam Cote	407-539-0644
Qwest Communications	Telecom	Kim Jordan	303-707-3675
Level 3 Communications	Telecom	Judy Henry	720-888-2061
Florida Power and Light	Power	Tracy Stern	800-868-9554
Florida City Gas	Gas	Ron Muller	321-638-3424
City of Palm Bay Utilities	Water/Sewer	Katie Fought	321-952-3410
City of Palm Bay Information & Innovation	Telecom	Roy Metts	321-952-3495
Comcast Cable	Telecom	Tony Springsteel	772-692-9010

2.2.12 Zoning

Per the city's zoning maps the parcel zoning adjacent to Troutman Boulevard is Community Commercial, Light Industrial and Institutional Use. The parcel zoning adjacent to Clearmont Street is Community Commercial and Light Industrial. The parcel zoning adjacent to Knecht Park is Single Family Residential. See **Appendix G** for the business location map within the project limits and **Appendix H** of the City's zoning and land use map within the project limits.

2.2.13 Archeological/Historical Sites

There are no known historic or archeological resources within the project area. The project site is disturbed (existing roads, parks and parking areas). The nearest historic site is St. Joseph's Catholic Church, Miller Street in Palm Bay, Florida, Brevard County. The historic designation is: 19871203 87000816.

2.3 Knecht Park

2.3.1 Site Condition

The existing condition of Knecht Park includes a gravel drive with parking available along the grass areas adjacent to the entrance drive.

The majority of the 15-acre park consists of two-softball fields and two-little league baseball fields, with all fields equipped with lighting for night games.

The west side of the park includes such amenities as: concession stand, restrooms, basketball, horseshoe pit and playground.

Along Glenham Drive (See **Figure 1-1** of Section 1.1), there is a 4 foot sidewalk on the west side; however there is no pedestrian path within the park.

Please refer to **Appendix I** for site photographs of existing conditions.

2.3.2. Zoning

Per the city's zoning maps, the parcel zoning adjacent to Knecht Park is primarily Single Family Residential, where it does not abut Harris Corporation. See **Appendix F** for the City's zoning and land use map within the project limits.

2.3.3 Archeological/Historical Sites

There are no known historic or archeological resources within the project area. The land use is disturbed (existing roads, parks and parking areas). The nearest historic site is St. Joseph's Catholic Church, Miller Street in Palm Bay, Florida, Brevard County. The historic designation is: 19871203 87000816.

3.0 PROJECT COMPONENTS AND ANALYSIS

3.1 Design Criteria

The proposed geometric design criteria for the realignment of Troutman Boulevard will utilize the minimum criteria as outlined in *A Policy on Geometric Design of Highways and Streets* (American Association of State Highway Transportation Officials [AASHTO]; 2004).

Table 3-1: Geometric Design Criteria

Design Criteria	Design Standard	Proposed Design	Reference
TYPE OF HIGHWAY	Urban Collector	Urban Collector	See Section 2.1 of Report
DESIGN SPEED (mph)	30 min.	35	AASHTO, pg 430
ROADWAY ELEMENTS			
No. Through Lanes	4	4	MATCH EXISTING
Lane Width	10 feet	11 feet	AASHTO, pg 433
Cross Slope (travel lane)	0.015 min 0.030 max	0.02	AASHTO, pg 431
Shoulder Width	8	8	AASHTO, pg 425
Front Slopes	1 to 4	1 to 4	AASHTO, pg 425
Back Slopes	1 to 3	1 to 3	AASHTO, pg 425
VERTICAL ALIGNMENT			
Grades	9%	Meet Standard Minimums	AASHTO, pg 432
Stopping Sight Distance	250	Meet Standard Minimums	AASHTO, pg 112
Curvature (K Value)	29 crest, 49 sag	Meet Standard Minimums	AASHTO, pg 422
HORIZONTAL ALIGNMENT			
R (min)	340	340	AASHTO, pg 147
e (max)	0.06	0.06	AASHTO, pg 147
HORIZONTAL CLEARANCE			
Clear Zone	10 feet	10 feet	AASHTO, pg 427
Border Width	8 feet	8 feet	AASHTO, pg 438

The pavement cross section criteria for the realignment of Troutman Boulevard will be based on the AASHTO Guide for Design of Pavement Structures, 4th Edition with 1998 Supplement.

3.2 Typical Section

The proposed typical section for the realignment will closely match the existing typical section of Troutman Boulevard. It will consist of the construction of four 11-foot travel lanes, variable width median (15.5-foot minimum), flush shoulders, an 8.5 foot pedestrian path along the west side of

roadway and 5 foot wide sidewalk along the east side of the roadway. The use of the 15.5-foot median will be utilized just south of the roadway connection to Clearmont Street in order to reduce the overall typical section due to the constraints of the existing Harris Corporation Building to the north of the proposed alignment and existing utility pump station and tower just south of the proposed alignment. Refer to section 3.3 and Appendix I for the preferred alignment and **Appendix J** for the Proposed Troutman Boulevard Typical Section.

The existing typical section for Clearmont Street, from its existing southern terminus to Palm Bay Road, will need to be modified in order to handle to additional traffic and operations from the realignment. It is anticipated that Clearmont Street will now take on the characteristics of Troutman Boulevard which is an urban collector roadway versus an urban local roadway. This will require widening the existing travel lanes from 10-feet to 11-feet and the rehabilitation of the existing pavement. Refer to **Appendix J** for the Proposed Clearmont Street Typical Section. The widening will take place inside the existing wide depressed median. The rehabilitation of pavement will require two different designs based upon our field observations:

1. From the existing southern terminus to just of south of Franklin Drive, will require milling and resurfacing and minor inside widening in the median. Milling and resurfacing is expected since the pavement conditions in this area are in fair condition. However, at the design phase pavement cores from the existing pavement will need to be obtained to verify the existing pavement condition and existing materials.
2. From Franklin Drive to the pavement change at Palm Bay Road, will require pavement reconstruction of the existing travel lanes and minor inside widening in the median. The pavement reconstruction is anticipated given since the existing pavement condition in this area is very poor condition. However, at the design phase pavement cores from the existing pavement will need to be obtained to verify the existing pavement condition and existing materials.

Curb and gutter is being proposed for the medians along Clearmont Street to allow greater flexibility for landscaping and lighting improvements.

3.3 Preferred Alignment

The proposed alignment traverses between the existing Harris Corporation Building to the north and an existing utility pump station to the south to minimize wetland impacts. However, an alignment alternative may need to be considered south of the pump station or the design may need to incorporate safety features, such as guardrail or other barrier, given the structural constraints (See **Appendix K** for the proposed alignment).

3.4 Drainage

Stormwater will be collected by the use of roadside swales and a depressed grass median. A stormwater management facility will be constructed on the south side of the roadway realignment. Coordination will be required during the design phase with the St. John's River Water Management District on the stormwater specifics such as pond sizing and discharge point.

3.5 Access Management

The design phase will include an analysis of the necessity for median openings and turn lanes. The current typical section along Clearmont Street does not include left turn lanes at the median openings, which will be addressed during the design. The proposed removal of pavement from a segment of Troutman Boulevard affects only Harris Corporation. Harris is in full support of the proposed project.

3.6 Pedestrian, Public Transit and Bicycle Facilities

The realignment of Troutman Boulevard will include provisions for pedestrians and bicyclists with the construction of an 8.5-foot pedestrian path on the west side and a 5 foot sidewalk on the east side, as well as additional facilities on Troutman Boulevard and Clearmont Street to complete the network in the area. (See Appendix L for the existing and proposed bicycle and pedestrian facilities.

There is one public transit route, Space Coast Area Transit (SCAT) Route 27, adjacent to the project limits which runs along Palm Bay Road.

3.7 Right-of-Way Requirements

In order for the realignment of Troutman Boulevard to occur, the following property transactions proposed will be needed to be complete. See **Appendix L** for a visual of the property transactions between the City of Palm Bay and Harris Corporation:

1. The vacating of approximately 1,600 feet of Troutman Boulevard right-of-way except utility easements.
2. Harris Corporation will provide the City with the property for the realignment of Troutman Boulevard and the required storm water pond.
3. Tract E, owned by HT Land Trust, LLC (see **Appendix D**), is a 40 foot wide parcel within the Clearmont Street limits for this project. Palm Bay will acquire Tract E (1.9 acres) through negotiated settlement or eminent domain.

3.8 Utilities

3.8.1 Troutman Boulevard / Clearmont Street Connection

Utility coordination and identification of utility conflicts will be performed during design. It is not anticipated that utility relocation will be needed for the segment of Troutman Boulevard right-of-way that will be vacated to Harris Corporation, as the vacating will except easements for existing utilities. Further, Florida Power & Light (FPL) has two utility easements overlapping the City's Clearmont Street right-of-way. The project is not anticipated to affect existing FPL facilities.

3.8.2 Knecht Park

No utility impacts are anticipated relating the proposed Knecht Park enhancements.

3.9 Traffic Control Plan

The proposed construction phasing of the realignment for Troutman Boulevard and the proposed modifications for Clearmont Street will utilize five construction phases. The **first phase** will require the reconstruction of Clearmont Street from just south of Franklin Drive to Palm Bay Road. In lieu of a detour, this should be accomplished by reconstructing either the northbound or southbound lanes, while leaving the other direction open to maintain existing traffic as a two-lane undivided roadway. The **second phase** will require the reconstruction of the northbound and southbound lanes that were not reconstructed in phase one and will require shifting the existing traffic onto the reconstructed lanes, following the same procedure for maintaining existing traffic as phase one.

The **third phase** will require milling and resurfacing and minor widening of Clearmont Street from its southern terminus and will stop at the location of the reconstructed lanes. The milling operation should only close one lane at a time in each direction so that a minimum of one lane of traffic in each direction is open at all times. The **fourth phase** will require the realignment and construction of Troutman Boulevard and when completed, will transfer the existing traffic from Troutman onto Clearmont Street. This phase will also include the reconfiguration of the north end of the south segment of Troutman Boulevard to accommodate access to the currently undeveloped, privately owned tract south of Harris Corporation. The final phase of construction will be removal of the existing roadway and ancillary facilities within the segment of Troutman Boulevard to be vacated.

3.10 Traffic Signals

All existing traffic signal timing will need to be evaluated during the design phase. It is anticipated that the proposed improvements will increase the traffic demand at the Clearmont Street and Palm Bay Road signalized intersection and will reduce the traffic demand at the Troutman Boulevard and Palm Bay Road signalized intersection. As a result, modifications to the existing signal timings will need to be considered during the design phase.

There is an existing Brevard County ambulance sub-station on Clearmont Street. Although the project will improve responses to the south, coordination with the Brevard County Fire and Rescue will be necessary during the design phase.

3.11 Green Components

3.11.1 Troutman Boulevard / Clearmont Street Connection

The project will include extension of the City's reuse system to serve as irrigation for certain roadway segments. In addition, the project will likely include several aspects of "green" infrastructure development including:

- Erosion control during construction;
- Recycling pavement and sidewalk material from the segment of Troutman Boulevard to be removed;
- LED lighting along the realignment route;
- Consideration of pervious pavement for bicycle and/or pedestrian facilities; and
- Extensive landscaping using primarily native vegetation along Clearmont Street, Harris Avenue and Palm Bay Road.

3.12 Wetland Impacts

3.12.1 Troutman Boulevard / Clearmont Street Connection

As is shown in **Appendix K** (proposed layout) and **Appendix E** (City survey), the dense vegetation into which the proposed alignment encroaches may be wetlands. Wetlands maps provided by St John River Water Management District (SJRWMD) show that there may be a wetland within the project limits. As part of the design it will be necessary for a wetland survey to be conducted and coordinated with the SJRWMD.

3.12.2 Knecht Park

There are no wetlands within the Knecht Park boundaries. The SJRWMD maps show no wetlands in this area. The entire parcel has been mowed and used as a recreation area for many years.

4.0 CONSTRUCTION CONSIDERATIONS

4.1 Method of Construction

The intended procurement method for both the roadway and park infrastructure improvements is design-bid-build. Engineering services will be procured in conformance with the Consultant's Competitive Negotiation Act (CCNA) – Florida Statutes §287.055. Construction services will be competitively bid. Due to the nature of the improvements the roadway construction and the park amenities will be bid separately, as the park improvements are primarily commodity procurement.

As part of the local match, the City of Palm Bay staff will remove the segment of Troutman Boulevard proposed for vacating.

4.2 Estimated Service Life

4.2.1 Troutman Boulevard / Clearmont Street Connection

The design life of the roadway improvements is +/- 20 years, with intermittent maintenance (surface treatment) anticipated at approximately 7 year intervals. With proper maintenance, the design life can be extended.

4.2.2 Knecht Park

The estimated service life of the park amenities will be +/- 15 years with regular maintenance. Proper maintenance can extend the service life; however, functional obsolescence of some facilities such as skate ramps and exercise stations may occur in the future.

4.3 Construction Cost Estimate

4.3.1 Troutman Boulevard / Clearmont Street Connection

Table 4-1: Troutman Boulevard / Clearmont Street Connection Construction Cost

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	<u>COST</u>
Troutman Boulevard Realignment				
Clearing and Grubbing	AC	\$8,000	10	\$80,000.00
Milling and Resurface (1")	SY	\$2.50	5,900	\$14,750.00
Pavement Asphalt (1")	TON	\$80.00	360	\$28,800.00
Pavement Asphalt (2")	TON	\$80.00	1,850	\$148,000.00
Sidewalk (4" Concrete)	SY	\$27.00	6,200	\$167,400.00
Roadway Base (10" Limerock)	SY	\$20.00	15,500	\$310,000.00
Stabilized Subgrade	SY	\$2.75	27,900	\$76,725.00
Concrete Curb and Gutter	LF	\$15.00	7,200	\$108,000.00

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	<u>COST</u>
Silt Fence	LF	\$1.00	8,800	\$8,800.00
Performance Turf, Sod	SY	\$1.75	20,400	\$35,700.00
Earthwork	LS	\$65,000	1	\$65,000.00
Remove Old Troutman Boulevard	LS	\$200,000	1	\$200,000.00
Reconfigure Troutman dead end(s)	LS	\$100,000	1	\$100,000.00
Signing and Marking	LS	\$50,000	1	\$50,000.00
Drainage (Including Pond)	LS	\$200,000	1	\$200,000.00
Light Poles	EA	\$6,500	88	\$572,000.00
Electrical Conduit	LF	\$8.00	9,000	\$72,000.00
Wetland Mitigation	LS	\$200,000	1	\$200,000.00
Landscape / Streetscape	LS	\$300,000	1	\$300,000.00
Resue Line Installation	LS	\$100,000	1	\$100,000.00
Irrigation System	LS	\$85,000	1	\$85,000.00
Construction Subtotal				\$2,922,175.00
Other				
Mobilization (10%)				\$292,217.50
Maintenance of Traffic (15%)				\$438,326.25
Contingency (10%)				\$292,217.50
Property Acquisition (Harris Corp Dedication)				\$270,000.00
Property Acquisition (2 ac. Tract E)				\$15,000.00
Other Subtotal				\$1,307,761.25
Total Construction Cost				\$4,229,936.25
Costs Not Included In Contingency				
Design (12%)				\$350,661.00
Construction Administration (4%)				\$116,887.00
Total Construction + Engineering Cost				\$4,697,484.25

4.3.2 Knecht Park

Table 4-2: Knecht Park Construction Cost

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	<u>COST</u>
Knecht Park Improvements				
Rubberized Trail Surface	SF	\$10.00	23,000	\$230,000
Skate Park (prefab units)	LS	\$350,000	1	\$350,000
Resurface Existing Basketball Court with Shade Structure	LS	\$65,000	1	\$65,000
Exercise Equipment (12-piece set)	LS	\$45,000	1	\$45,000
Subtotal				\$690,000
Design				\$10,000
Contingency				\$50,000
Total				\$750,000

4.4 Project Delays

4.4.1 Troutman Boulevard / Clearmont Street Connection

Possible delays that may arise during the project are:

- Permit acquisition from St. John River Water Management and U.S. Army Corps of Engineers for any stormwater management and/or wetland mitigation; and
- Acquisition of Tract E.

4.4.2 Knecht Park

Possible delays that may arise during the project are:

- Procurement delay for items purchased from vendors.

5.0 PERMITS

5.1 *Troutman Boulevard / Clearmont Street Connection*

Permits that are anticipated to be required for this project are:

- City of Palm Bay Building permits for power connection used for street lighting;
- St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP) for storm water and wetland components;
- U.S. Army Corps of Engineers for wetlands impact that may be under their jurisdiction;
- Florida Department of Environmental Protection (FDEP) for any water, wastewater and/or reuse lines to be constructed or relocated;
- Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) for erosion and sedimentation control during construction; and
- Brevard County for traffic signal re-timing at Palm Bay Road and Clearmont Street and Troutman Boulevard.

To date, no permits have been applied for or received.

5.2 *Knecht Park*

The following permits that are anticipated, but not limited, to be required for this project are:

- City of Palm Bay Building permits for skate ramps and shade tents

To date, no permits have been applied for nor received.

6.0 SCHEDULE OF EVENTS

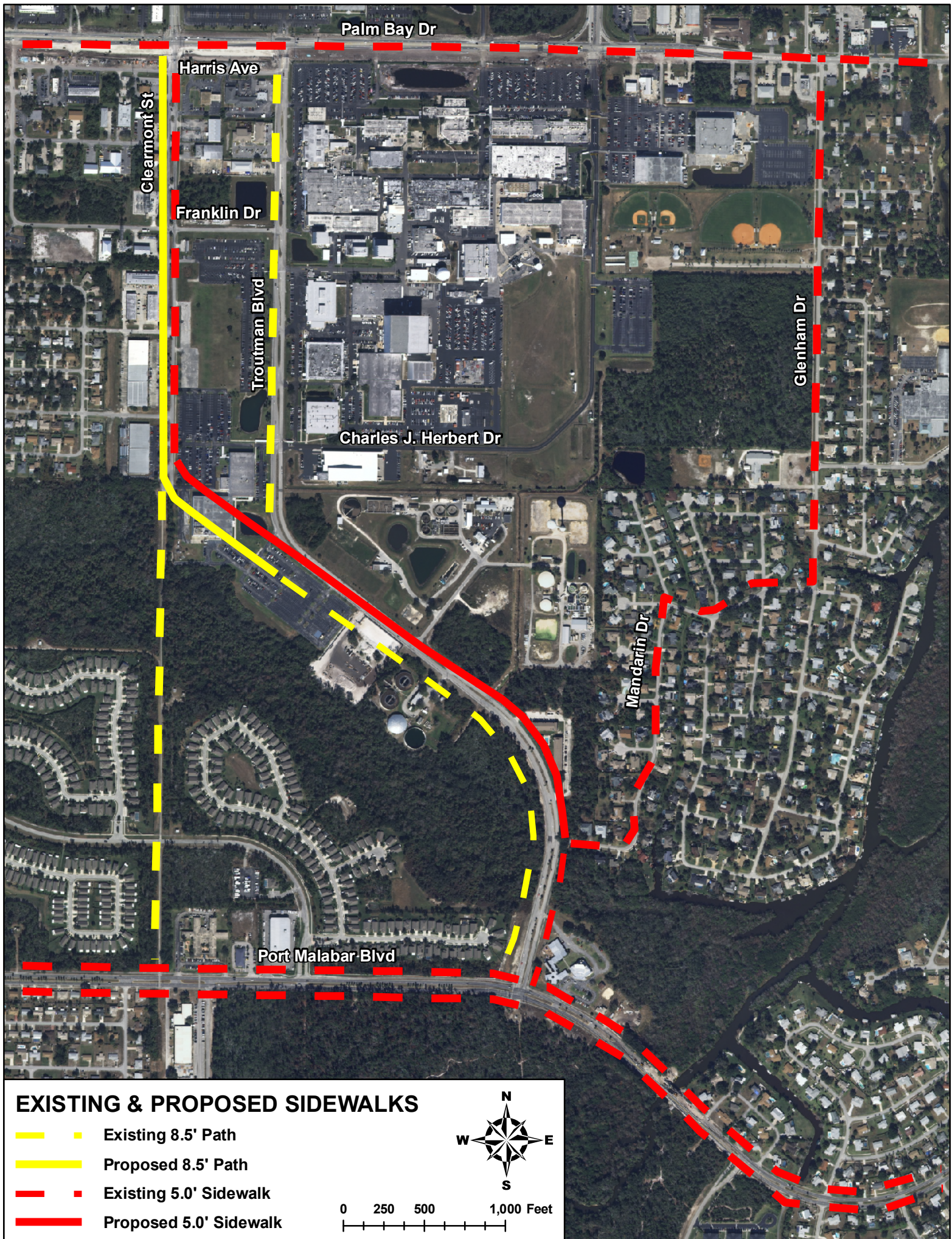
6.1 *Summary*

Refer to **Appendix M** for an anticipated schedule of events (timeline) for the Troutman Boulevard / Clearmont Street Connection and the Knecht Park Improvements.

7.0 APPENDICES

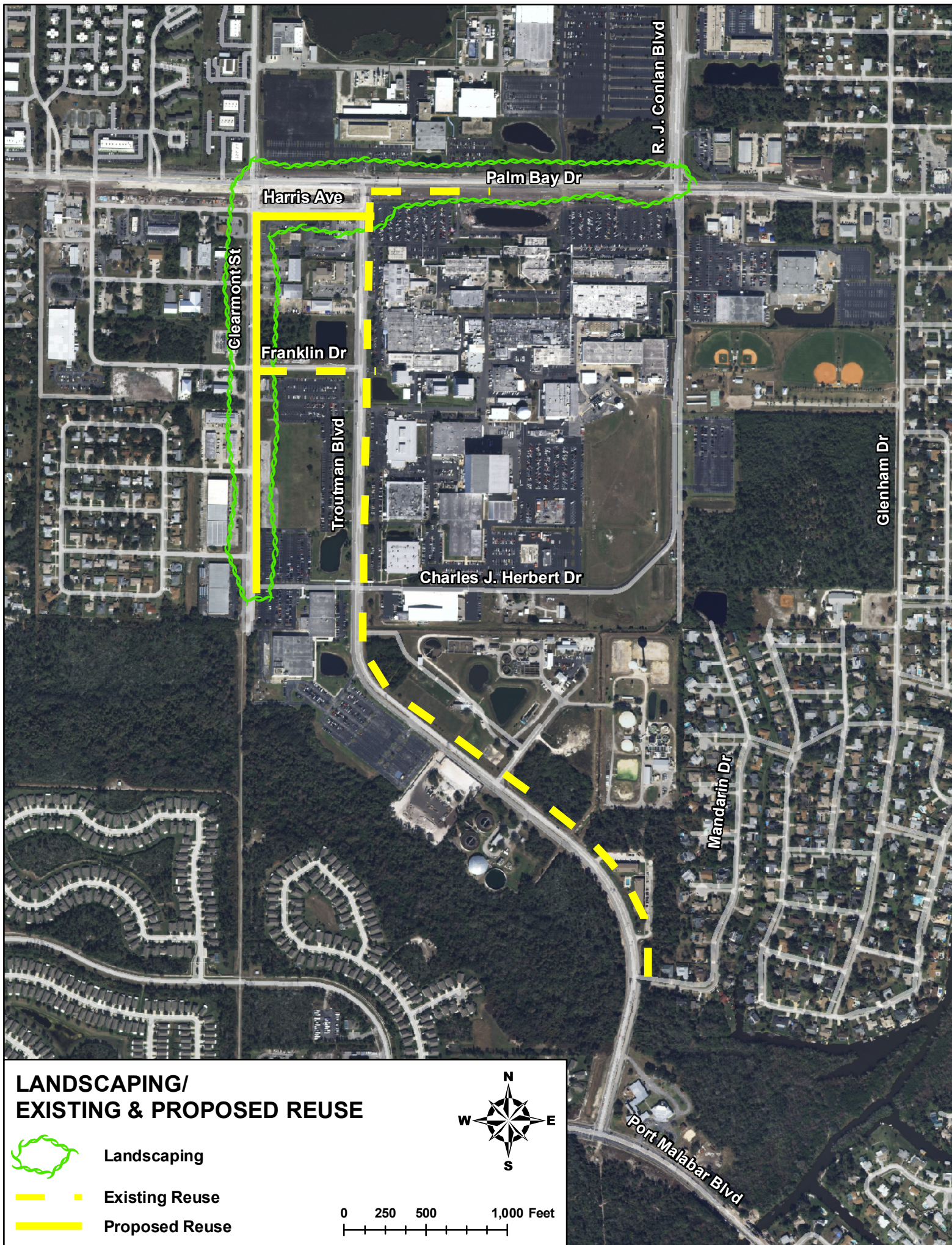
APPENDIX A

TROUTMAN BOULEVARD AND CLEARMONT STREET LIMITS OF SIDEWALK AND BIKE PATH IMPROVEMENTS



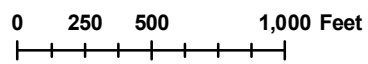
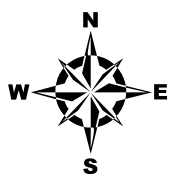
APPENDIX B

TROUTMAN BOULEVARD AND CLEARMONT STREET LIMITS OF LANDSCAPE AND IRRIGATION IMPROVEMENTS



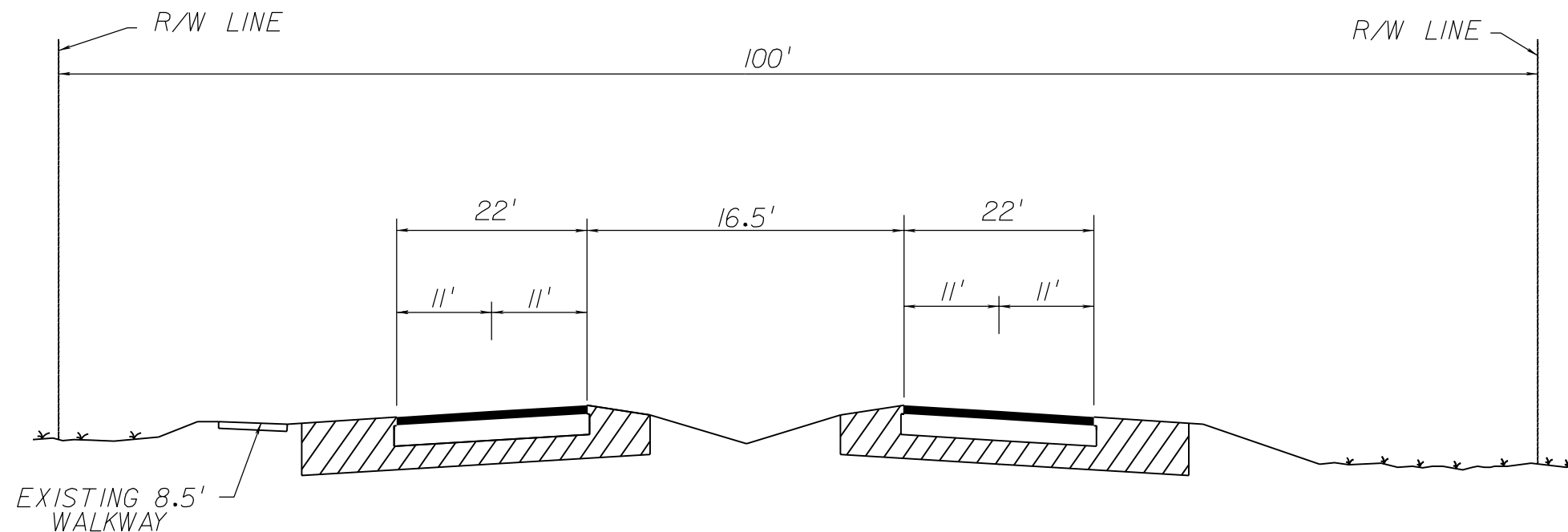
**LANDSCAPING/
EXISTING & PROPOSED REUSE**

-  Landscaping
-  Existing Reuse
-  Proposed Reuse

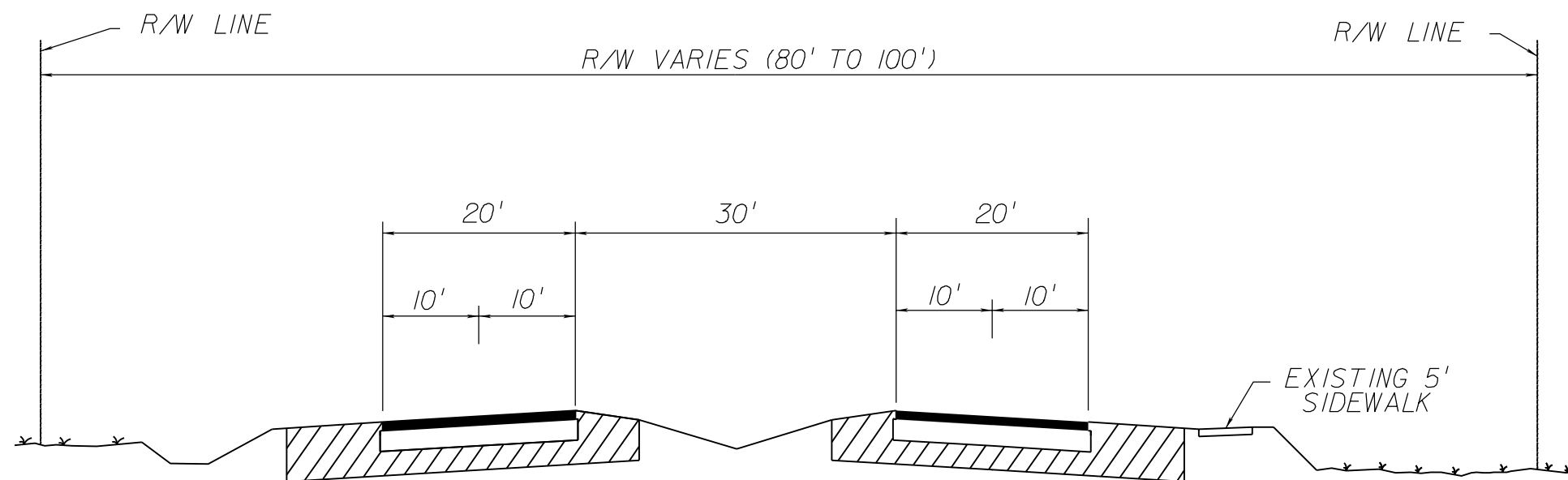


APPENDIX C

TROUTMAN BOULEVARD EXISTING TYPICAL SECTION & CLEARMONT STREET EXISTING TYPICAL SECTION



EXISTING TYPICAL SECTION
TROUTMAN BLVD
(NOT TO SCALE)



EXISTING TYPICAL SECTION
CLEARMONT STREET
(NOT TO SCALE)

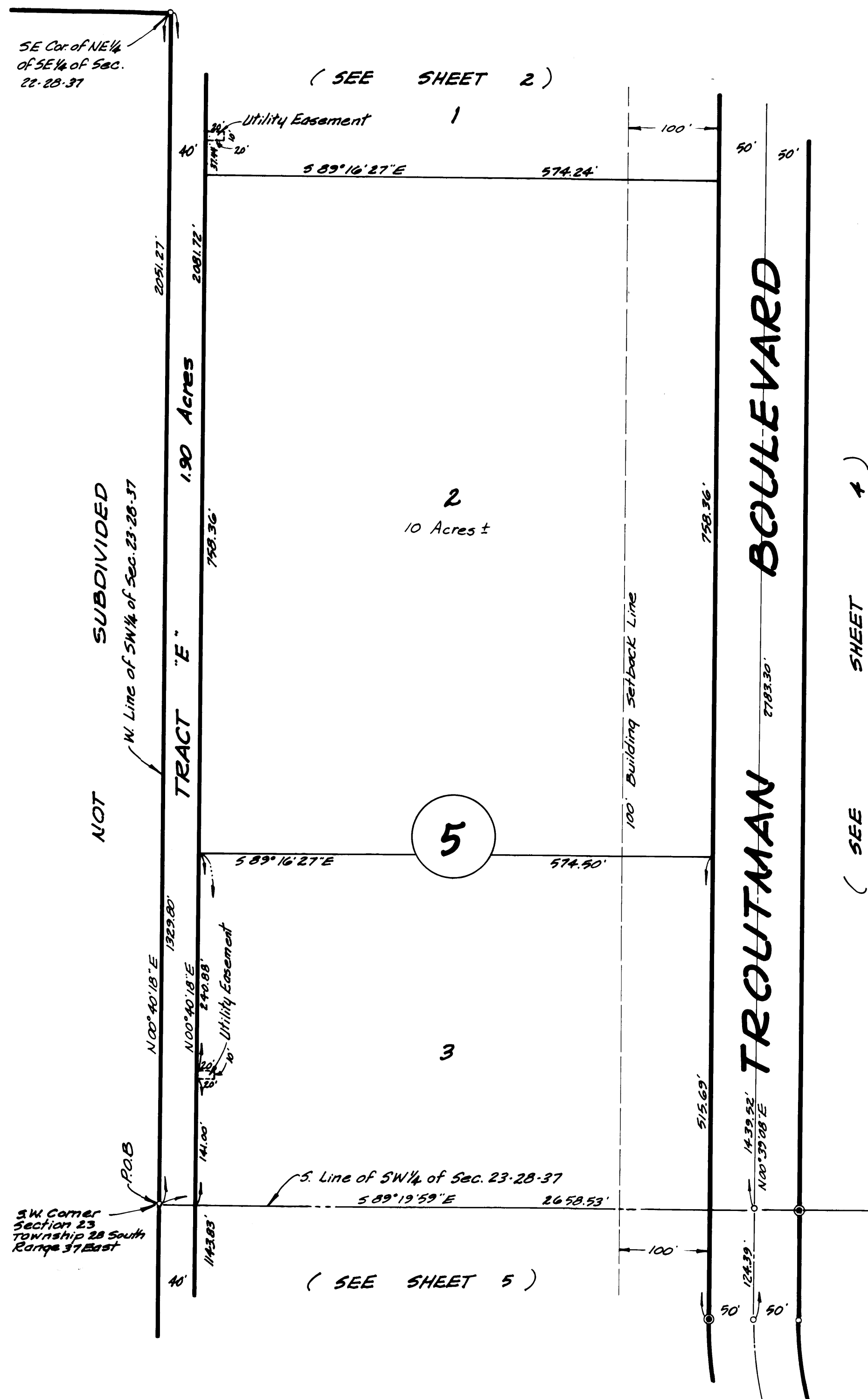
APPENDIX D

TROUTMAN BOULEVARD/CLEARMONT STREET RECORDED PLAT

PORT MALABAR INDUSTRIAL PARK

A SUBDIVISION OF THE NE 1/4 OF THE SE 1/4 OF SEC. 22,
TWP 28 S., RGE. 37 E. - AND - THE SW 1/4 OF SEC. 23, TWP 28 S.,
RGE. 37 E. - AND - A PORTION OF THE NW 1/4 OF SEC. 26, TWP 28 S.,
RGE. 37 E., CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

SHEET 1 OF 5 SHEETS



STATE OF FLORIDA, COUNTY OF DADE
THIS IS TO CERTIFY, That on MARCH 1, 1960 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared W.C. KIRCHER, President of the above named corporation incorporated under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.
IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.
My Commission Expires MARCH 10, 1962.

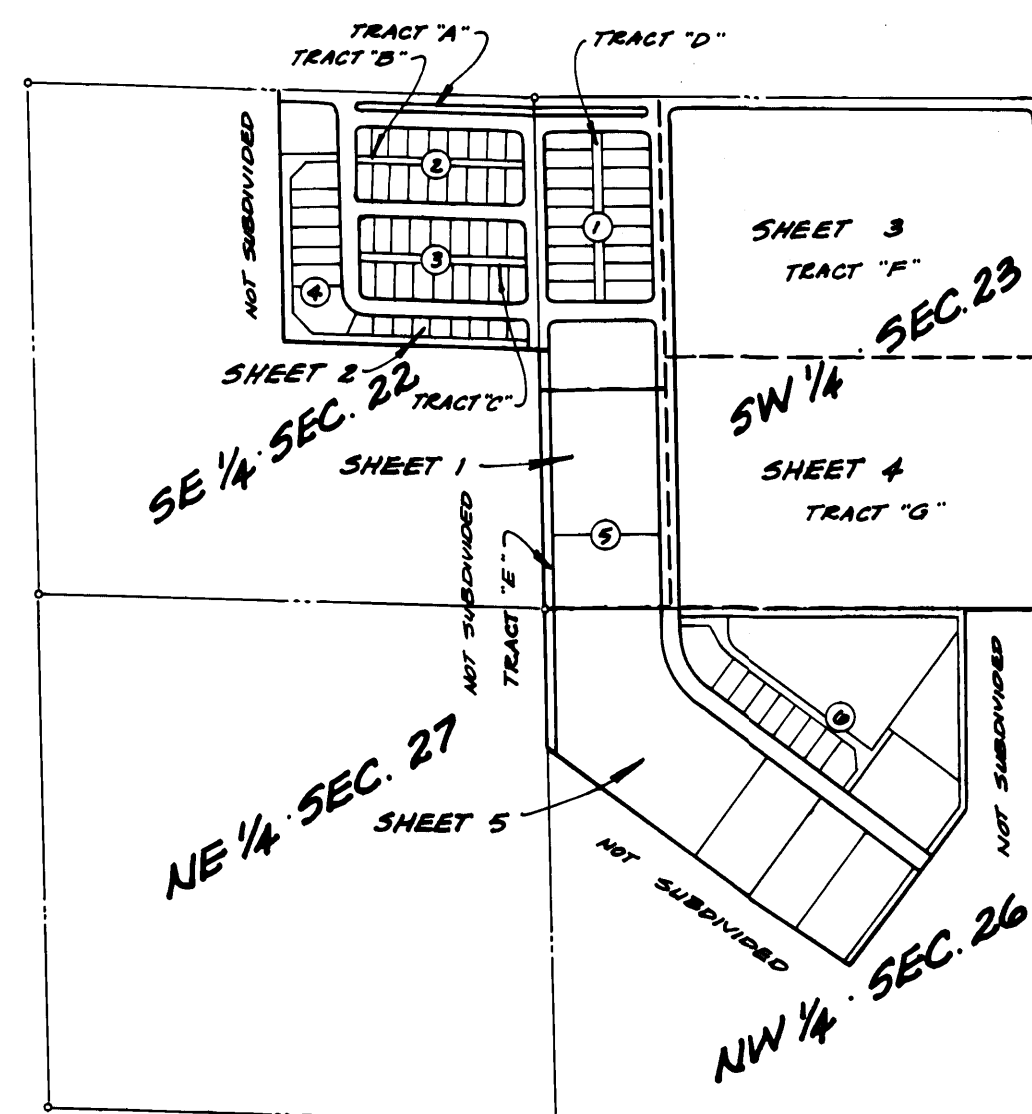
Sharon K. Mock
Notary Public

DESCRIPTION

The NE 1/4 of the SE 1/4 of Section 22, Township 28 South, Range 37 East - And -
The SW 1/4 of Section 23, Township 28 South, Range 37 East - And -
A portion of the NW 1/4 of Section 26, Township 28 South, Range 37 East,
and more particularly described as follows: Beginning at the NW corner of Section 26, Township 28 South, Range 37 East, and thence South 89°19'59" East along the North line of said Section 26, a distance of 2178.53 feet; thence South 00°54'12" West, a distance of 1107.38 feet; thence South 37°56'00" West, a distance of 955.17 feet; thence North 56°49'49" West, a distance of 652.25 feet; thence North 52°04'00" West, a distance of 1313.80 feet; thence North 00°40'18" East, a distance of 721.47 feet to the Point of Beginning.
All the above described land being in the City of Palm Bay, Brevard County, Florida, and containing 270.77 Acres, plus or minus.

LOCATION MAP

TOWNSHIP 28 SOUTH, RANGE 37 EAST
SCALE: 1" = 1000'



ENGINEER'S NOTE:

Permanent Reference Monument are set at all Black corners unless otherwise noted and at such additional points as indicated on the attached plat by this symbol ©
Dimensions on corner lots are to the intersection of Black lines extended, unless otherwise shown.
All Easements are 40 feet unless otherwise shown.
Basis of Bearing System is assumed for computation purposes.

ARTHUR L. DAY
CIVIL ENGINEER
CORAL GABLES, FLORIDA

PLAT BOOK 19
AND PAGE 103

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plot for the uses and purposes therein expressed and dedicates the Streets, service roads, thoroughfares, parks, canals and drainage right-of-ways shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on FEBRUARY 21, 1960.

GENERAL DEVELOPMENT CORPORATION

By F.E. MACKLE, JR. President

Attest: E.J. MACKLE Secretary

Signed and sealed in the presence of:

Solomon Engel
James B. Williams
John B. Williams

STATE OF FLORIDA COUNTY OF DADE

THIS IS TO CERTIFY, That on FEBRUARY 21, 1960 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared F.E. MACKLE, JR. and E.J. MACKLE, respectively President and Secretary of the above named corporation incorporated under the laws of the State of Florida and authorized to do business in the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Constance Fennel
NOTARY PUBLIC

My Commission Expires 7/13/65

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on January 1960 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Brevard County, Florida. Dated February 23, 1960.
Arthur L. Day Registration No. 1235

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on March 10, 1960 the
approved the foregoing plat,
Bert D. Drenth Mayor.
ATTEST: City Clerk
CITY CLERK.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on March 10, 1960 the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

Chairman of the Board.
Attest: Clerk of the Board
Approved: County Engineer

CERTIFICATE OF APPROVAL BY ZONING COMMISSION

THIS IS TO CERTIFY, That on March 10, 1960 the Zoning Commission of the above Municipality approved the foregoing plat.
Zoning Director.

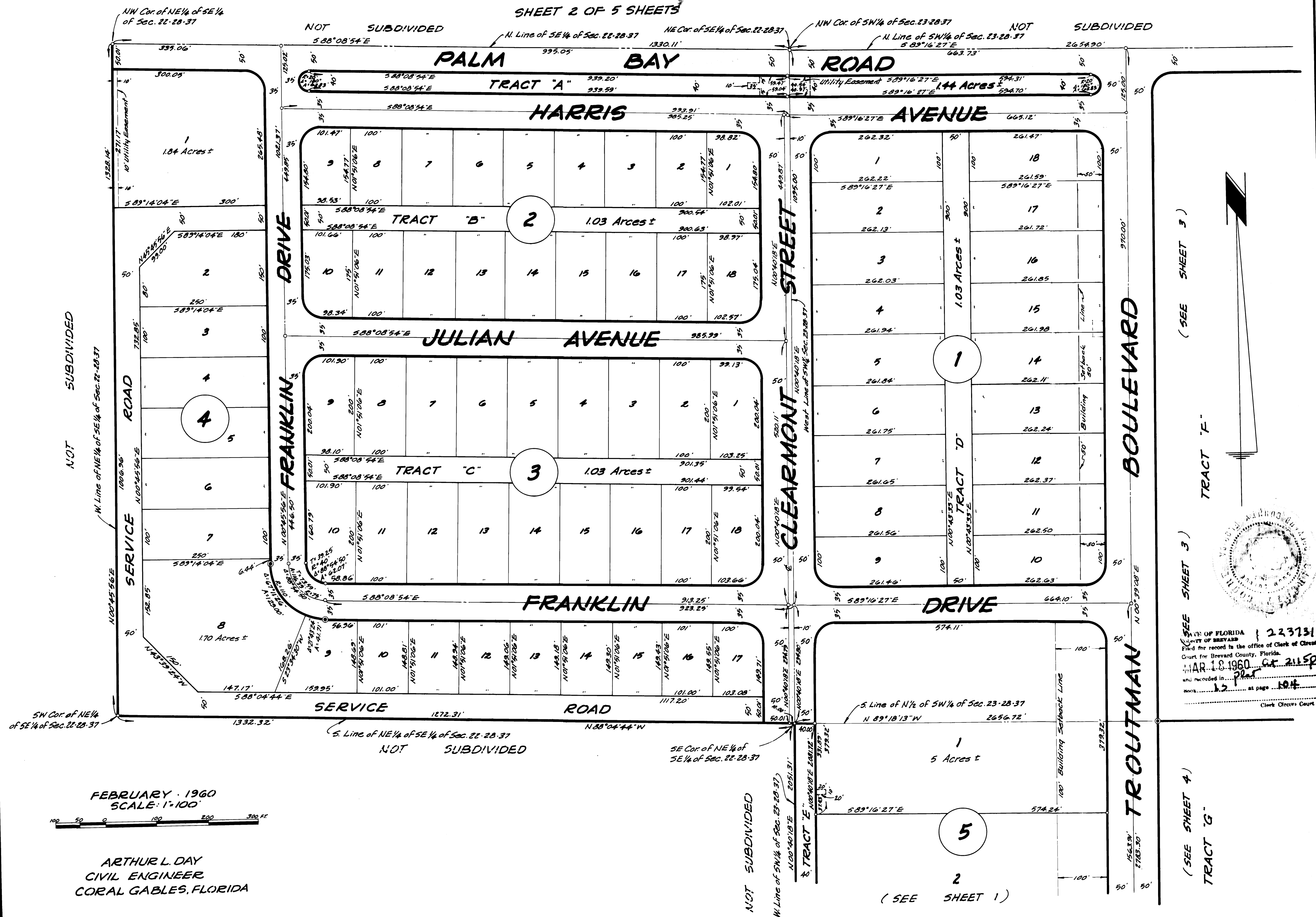
CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on MAR 10 1960 at 2:15 P.M. File No. 223731.
Arthur L. Day
Clerk of the Circuit Court
in and for Brevard County, Fla.

Calc. By: ANH
Drawn By: ANH
CK. By: A.L.D.

Plot Book 13
Page 104

SHEET 2 OF 5 SHEETS



72 LOTS THIS SHEET

Calc. By: AWH
Drown By: AWH
CK. By: ALD

PORT MALABAR INDUSTRIAL PARK

A SUBDIVISION OF THE NE 1/4 OF THE SE 1/4 OF SEC. 22,
TWP. 28 S., RGE. 37 E. - AND - THE SW 1/4 OF SEC. 23, TWP. 28 S.,
RGE. 37 E. - AND - A PORTION OF THE NW 1/4 OF SEC. 26, TWP. 28 S.,
RGE. 37 E., CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

SHEET 3 OF 5 SHEETS

NOT SUBDIVIDED

NOT SUBDIVIDED

Center of Section 23
Township 28 South
Range 37 East

HARRIS
AVENUE

970 00' 1329 46' TRECLUTMAN BOULEVARD

(SEE SHEET 2)

FRANKLIN
DRIVE

(SEE SHEET 2)

(SEE SHEET 4)

(SEE SHEET 4)

FEBRUARY, 1960
SCALE: 1"=100'

NOT SUBDIVIDED

CSOBINIGBIS

107

STATE OF FLORIDA
COUNTY OF BREVARD {223731
Filed for record in the office of Clerk of Circuit
Court for Brevard County, Florida.
MAR 18 1960 5:15 p.m.
and recorded in plat
Book 12 at page 105
Clerk of Circuit Court

ARTHUR L. DAY
CIVIL ENGINEER
CORAL GABLES, FLORIDA

Calc. By: AWH
Drawn By: AWH
CK. By: ALD

O LOTS THIS SHEET

PORT MALABAR INDUSTRIAL PARK

***A SUBDIVISION OF THE NE ¼ OF THE SE ¼ OF SEC. 22,
TWP. 28 S., RGE. 37 E. - AND - THE SW ¼ OF SEC. 23, TWP. 28 S.,
RGE. 37 E. - AND - A PORTION OF THE NW ¼ OF SEC. 26, TWP. 28 S.,
RGE. 37 E., CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.***

SHEET 4 OF 5 SHEETS

(SEE SHEET 3)

TRACT "F"

(SEE SHEET 3)

S. Line of N $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 23-28-37
N 89° 18' 13" W
S 89° 18' 13" E

2656.72
1912.54'

NOT SUBDIVIDED

NOT SUBDIVIDED

STATE OF FLORIDA } 223731
COUNTY OF BREVARD
Filed for record in the office of Clerk of Circuit
Court for Brevard County, Florida.
MAR 18 1960 5:24 P.M.
and recorded in 305
Book 13 at page 106

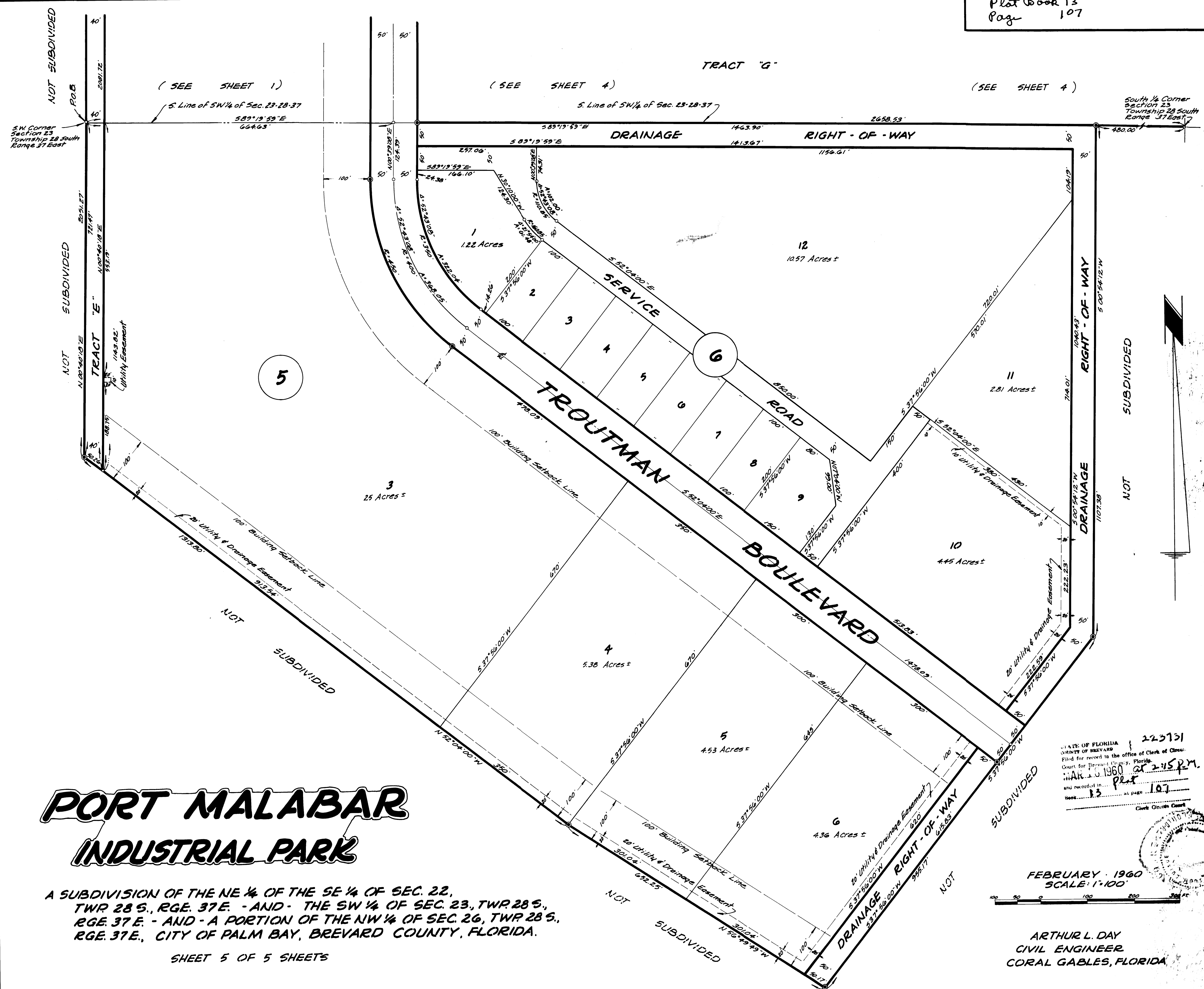
South 1/4 Corner
Section 23.
Township 28 South
Range 37 East

FEBRUARY, 1960
SCALE: 1"=100'

ARTHUR L. DAY
CIVIL ENGINEER
CORAL GABLES, FLORIDA

O LOTS THIS SHEET

Calc. By: AWH
Drawn By: AWH
CK. By: ALD



PORT MALABAR INDUSTRIAL PARK

A SUBDIVISION OF THE NE 1/4 OF THE SE 1/4 OF SEC. 22,
TWP. 28 S., RGE. 37 E. - AND - THE SW 1/4 OF SEC. 23, TWP. 28 S.,
RGE. 37 E. - AND - A PORTION OF THE NW 1/4 OF SEC. 26, TWP. 28 S.,
RGE. 37 E., CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

SHEET 5 OF 5 SHEETS

STATE OF FLORIDA
COUNTY OF BREVARD
Filed for record to the office of Clerk of Circuit
Court for Brevard County, Florida.
MAR 10 1960
and recorded in
Book 13 at page 107
Clerk Circuit Court

FEBRUARY 1960
SCALE: 1"=100'

ARTHUR L. DAY
CIVIL ENGINEER
CORAL GABLES, FLORIDA

Calc. By: AWH
Drawn By: AWH
Ck. By: ALD

APPENDIX E

PRELIMINARY SURVEY (PROVIDED BY CITY)

APPENDIX F

SITE PHOTOGRAPHS OF EXISTING PAVEMENT CONDITIONS – TROUTMAN BOULEVARD / CLEARMONT STREET AREA



*Photo 1
Looking south on Troutman Blvd at
the beginning of the project limits.*



*Photo 2
Looking north on Troutman
Blvd at the beginning of the
project limits.*



*Photo 3
Location of existing Harris
Corporation parking lot.*



*Photo 4
Proposed alignment will impact
existing fence.*



*Photo 5
Looking south at existing
path that connects to the
southern terminus at
Clearmont Street*



*Photo 6
Looking north at
Clearmont Street, just
north of proposed tie-in.*



*Photo 7
Looking south at the proposed
tie-in at Clearmont Street.*



*Photo 8
Existing creek just south
of our project limits.*



*Photo 9
Location of existing
utility just south of
proposed alignment.*



*Photo 10
Wetland delineation will
be needed during design phase.*



*Photo 11
Existing stormwater
for Harris parking lot
will be expanded for
stormwater treatment.*



*Photo 12
Existing pavement is
in poor condition north
of Franklin Drive on
Clearmont Street.*



*Photo 13
Existing pavement in fair to good
condition south of Franklin Drive
on Clearmont Street.*



*Photo 14
Existing ambulance exit is
located on Clearmont Street.*



*Photo 15
End of project study area
at Palm Bay Road and
Clearmont Street.*

APPENDIX G

BUSINESS LOCATION MAP TROUTMAN BOULEVARD/CLEARMONT STREET AREA



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

**WADE TRIM**

3790 Dixie Highway, N.E. Suite D, Palm Bay FL 32905
Certificate of Authorization No.: 3952

**Palm Bay**
A Perfect Place to Grow

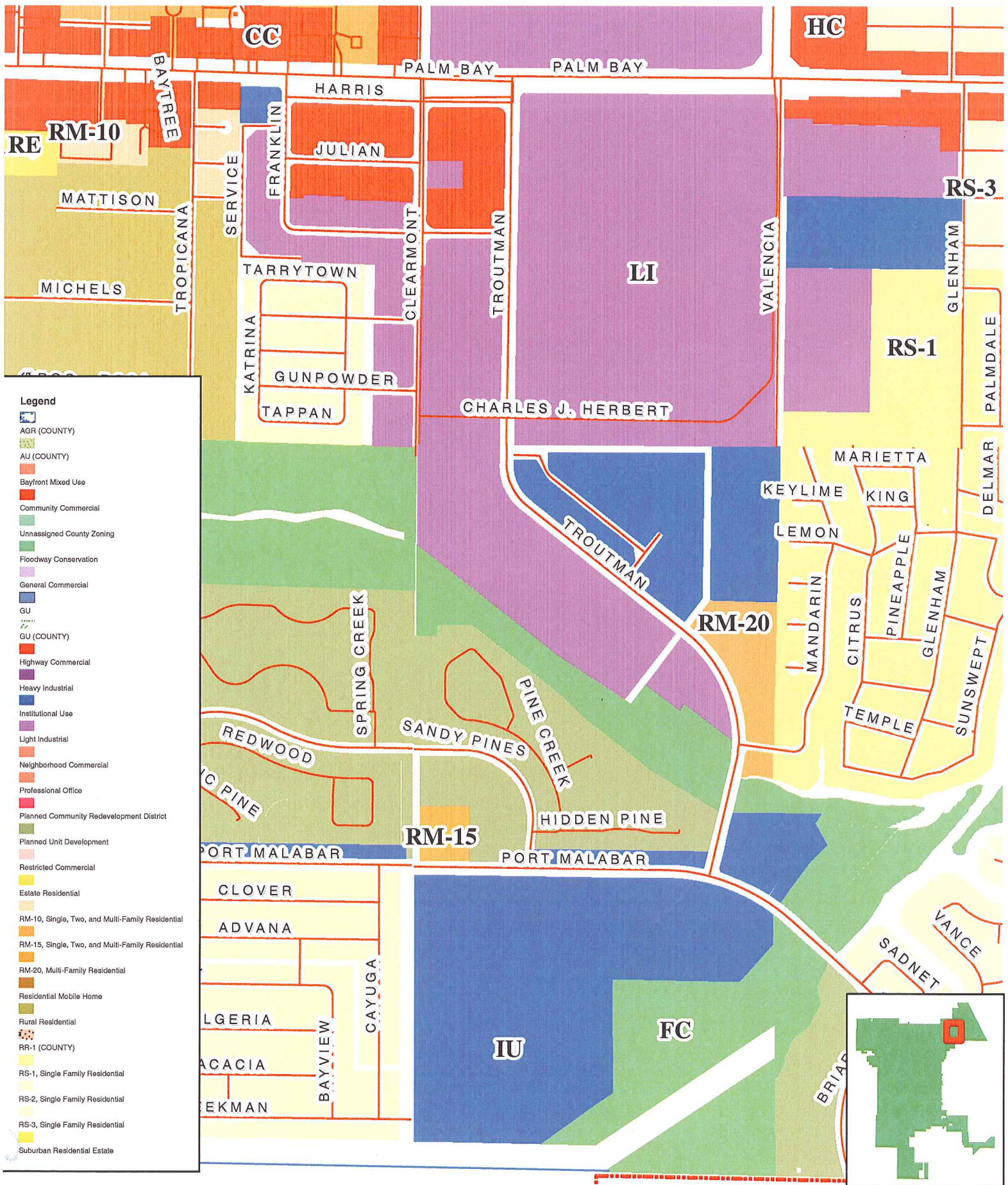
PROJECT STUDY AREA

SHEET NO.

APPENDIX H

PROJECT LIMITS ZONING AND LAND USE MAP

ZONING MAP



Map for illustrative purposes only. Not to be construed as binding or as a survey.



Map created by the Land Development Division

APPENDIX I

SITE PHOTOGRAPHS OF EXISTING PAVEMENT CONDITIONS – KNECHT PARK



*Photo 1
Looking west at entrance
drive at Knecht Park.*



*Photo 2
Looking northwest
at softball field.*



*Photo 3
Looking along the fence
line of softball fields.*



*Photo 4
Looking north between
the two softball fields.*



*Photo 5
Existing restroom facility
adjacent to softball fields.*



*Photo 6
Playground located south of
Little League baseball fields.*



*Photo 7
Basketball court located
at west side of park.*



*Photo 8
Horseshoe pits located
at west side of park.*



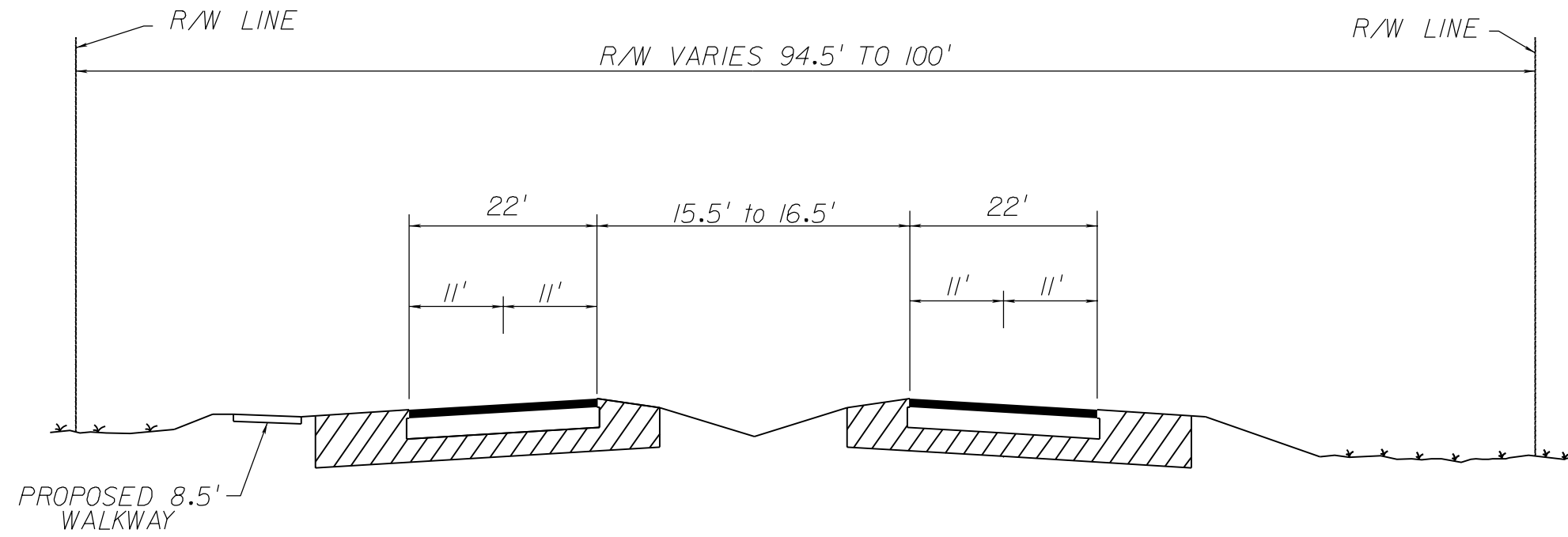
*Photo 9
Parking loop located
at west side of park.*



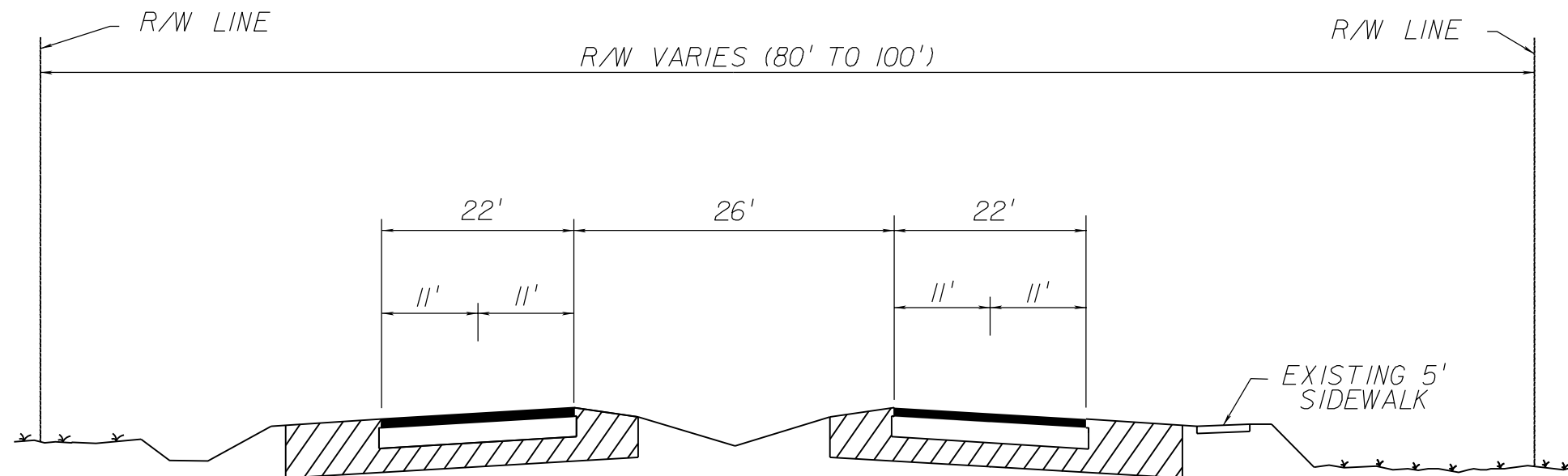
*Photo 10
Looking east from the
west side of entrance drive.*

APPENDIX J

TROUTMAN BOULEVARD PROPOSED TYPICAL SECTION & CLEARMONT STREET PROPOSED TYPICAL SECTION



PROPOSED TYPICAL SECTION
TROUTMAN BLVD
(NOT TO SCALE)



PROPOSED TYPICAL SECTION
CLEARMONT STREET
(NOT TO SCALE)

REVISIONS				 WADETRIM 3790 Dixie Highway, N.E. Suite D, Palm Bay FL 32905 Certificate of Authorization No.: 3952		PROPOSED TYPICAL SECTIONS		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					

APPENDIX K

PROPOSED LAYOUT CLEARMONT STREET REALIGNMENT



REVISIONS				 WADETRIM 3790 Dixie Highway, N.E. Suite D, Palm Bay FL 32905 Certificate of Authorization No.: 3952	 The City of Palm Bay A Perfect Place to Grow	<i>CONCEPTUAL LAYOUT FOR TROUTMAN BOULEVARD</i>		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					

APPENDIX L

CITY OF PALM BAY – HARRIS CORPORATION PROPERTY AGREEMENTS MAP



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APPENDIX M

ANTICIPATED SCHEDULE OF EVENTS FOR TROUTMAN BOULEVARD / CLEARMONT STREET CONNECTION & KNECHT PARK IMPROVEMENTS

Schedule of Events - Knecht Park Improvements

Description	Duration	MONTH																																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
RFP, Selection and Approval for Engineer	3m	RFP, Selection and Approval for Engineer																																	
Design Period	6m	Design Period																																	
Solicitation of Bids and Awarding of Contract	3m	Solicitation of Bids and Awarding of Contract																																	
Construction Period	9m	Construction Period																																	

Schedule of Events - Troutman Boulevard Realignment

Description	Duration	MONTH																																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
RFP, Selection and Approval for Engineer	3m	RFP, Selection and Approval for Engineer																																	
Design Period	9m	Design Period																																	
Solicitation of Bids and Awarding of Contract	3m	Solicitation of Bids and Awarding of Contract																																	
Construction Period	12m	Construction Period																																	

EXHIBIT "B"

**CONSULTANT ENGINEERING SERVICES AGREEMENT
NORTHEAST PALM BAY INFRASTRUCTURE INVESTMENT PROJECT**

This is an Agreement entered into this ____ day of ____ 2011, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a political subdivision of the State of Florida, hereinafter referred to as CITY and (CONSULTANT Name and Address) hereinafter referred to as CONSULTANT.

For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

The following documents are incorporated and made part of this Agreement:

Specifications prepared by CITY in its Request for Qualifications No. 36-0-2011/BLM, Northeast Palm Bay Infrastructure Investment Project, (Exhibit 1).

Qualification Submittal for CITY prepared by CONSULTANT dated _____ (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

Specific direction from City Manager or designee

This Agreement and any attachments.

Exhibit 1

Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified in the attached Attachment "A" Statement of Work and Attachment "B" Consultant's Proposal, both of which contain separate Task Orders for project requirements. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an Amendment to this Agreement.

SECTION 2 - CITY OBLIGATIONS

The CITY agrees that they shall furnish to the CONSULTANT, upon request, any data available in the CITY'S files pertaining to the work to be performed under this Agreement.

SECTION 3 - PROFESSIONAL SERVICES

Upon receipt of Authorization to Proceed, CONSULTANT agrees to perform professional services

associated with Exhibit "A" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to, without causing any delay in the project, correct any errors, oversights, or omissions and prepare any revisions at no cost to the City, that may be required because the work violates accepted professional standards and practices or if deemed to be inadequate, insufficient, or defective. This remedy shall be cumulative to all other remedies available under the Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state, county and local laws or ordinances applicable to the work.
- C. Cooperate fully with the CITY in the scheduling and coordination of all phases of the work.
- D. Supervise and coordinate the work of any subconsultants.
- E. Cooperate and coordinate with other CITY consultants, as directed by the CITY.
- F. Report the status of the work to the CITY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the CITY or its authorized agent at any time.
- G. Submit for CITY review all design computations, sketches and other data representative of the work's progress at the percentage stages of completion that may be stipulated in Exhibit "A" and submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S responsibilities as set forth in this Agreement.
- H. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided design or other services.
- I. Interpret plans and other documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost to the City.
- J. Prior to final approval of the work by the CITY, conduct and complete a preliminary check of any documents through any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the CITY or any other agency shall not be deemed to diminish or discharge the CONSULTANT from the responsibilities set forth in this Agreement.
- K. Following CITY'S approval of the construction documents and of the latest preliminary estimate of construction cost, when so directed and authorized by CITY, assist CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for

construction.

- L. If requested, review and analyze the bids/proposals received by CITY, and make a recommendation for any award based on CITY's Purchasing Ordinance.
- M. Should the lowest responsible, responsive bid/proposal exceed the estimated total construction cost by 10% or more, at CITY's direction, revise the Project and/or work with CITY to reduce the costs to within the total estimated construction costs, at no additional expense to CITY. If negotiations between CITY and a Contractor have not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the estimated Construction Cost set by the Consultant limit may be adjusted in accordance with the applicable change in the Construction Cost Index for twenty cities from the date of completion of the final DCP and the date on which bids/proposals are sought, as published monthly in "Engineering News Record". If the Project scope and design are expanded by CITY after CONSULTANT renders the FINAL Estimated Construction Cost of the Final Design Plans, CONSULTANT shall not be responsible for any redesign without compensation.
- N. Provide CITY with a list of recommended, prospective proposers.
- O. Attend all pre-bid/pre-proposal conferences.
- P. Recommend any addenda, through CITY Engineer, as appropriate to clarify, correct, or change Proposal Documents. If Pre-Qualification of proposers is required as set forth in the Request for Bid/Proposal, assist CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers.
- Q. If requested, evaluate bids/proposals and bidders/proposers, and make recommendations regarding any award by CITY.
- R. The CITY shall make decisions on all issues regarding interpretation of the construction documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from CONSULTANT, and the CITY shall have the absolute and undisputed authority to decide any differences or conflicts between the Consultant and any Contractor for the City, and shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. CONSULTANT shall also prepare Change Orders for the City's consideration, assemble written guarantees required of the Contractor, and review and recommend progress payments to the Contractor based on each Project Schedule of Values and the percentage of Work completed.

The CITY shall maintain a record of all change orders which shall be categorized according to the various types, causes, etc. that the CITY may determine are useful or necessary for its purpose.

Among those change orders shall be change orders identified as architectural/engineering errors or omissions. It is specifically agreed that any change to the work identified as an error on the part of CONSULTANT shall be considered to be an additional cost to CITY that would not have been incurred without the error. It is further specifically agreed that the actual documented increase in construction costs or fifteen percent (15%) of the construction costs of any item categorized as an omission, whichever is less, shall be considered an additional cost to CITY that would not be incurred without the omission. So long as the total of those two numbers (change order costs for errors and costs as defined herein for omissions) remain less than five percent (5 %) of the total construction cost of the project, CITY shall not look to CONSULTANT and/or its insurer for reimbursement for errors and omissions. Should the sum of the two as defined above exceed five percent (5 %) of the total construction cost, CITY shall recover the full and total additional cost to CITY. To obtain such recovery, CITY shall deduct from CONSULTANT's fee a sufficient amount of CONSULTANT's insurance deductible. Should additional costs incurred by CITY exceed CONSULTANT's insurance deductible, CITY shall look to CONSULTANT and CONSULTANT's insurer for the remaining amount of additional construction costs incurred by CITY. In executing this agreement, CONSULTANT agrees to the reasonableness of these calculations and to CITY's right to recover same as stated above and CONSULTANT ensures that its insurer has been provided a copy of this provision.. The recovery of additional costs to CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages, which CITY may otherwise incur.

SECTION 4 - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence as specified in Section 7 of this Agreement and shall be completed within the time stated in Attachment "A".

A reasonable extension of time shall be granted in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement or should weather conditions, acts of God or hidden conditions delay performance of the consultant's duties. Such extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation for direct costs associated with such delay. However, CONSULTANT agrees that it will not be entitled to any damages or any claim for extra compensation for consequential damages of any type whatsoever for any such extensions including but not limited to damages and compensation for any direct or indirect financial damages, losses for extended corporate overhead impacted, extended project overhead impacts, project support, services, or by any other or whatever other legal concept label or theory or any business damages or losses of whatever type or nature and CONSULTANT hereby knowingly waives any right to make any such claim or claims and acknowledges additional good and valuable consideration for such waiver and lack of entitlement to such damages, losses and

compensation.

SECTION 4.1-DELAY IN PERFORMANCE/FORCE MAJURE

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of services to CITY's satisfaction.

A delay by consultant due to an Act of God, fire, labor dispute, manufacturing delay, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT, shall not subject CITY to any liability to CONSULTANT. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

SECTION 5 - COMPENSATION

The CITY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation in the lump sum amount of _____ (\$_____).

All basic reimbursable costs including reproduction, deliverables, and travel shall be included in any proposed Lump Sum Fee. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses.

SECTION 6 - PAYMENT AND PARTIAL PAYMENTS

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Attachment "A" and Attachment "B".

- A. The CONSULTANT shall submit signed invoices to the CITY.

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 CONSULTANT.

C. Invoices for the work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment "C".

SECTION 7 - SCHEDULE OF WORK

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

The CONSULTANT shall commence work within five working days of the Authorization to Proceed unless otherwise specified in the Authorization to Proceed.

The CONSULTANT shall complete the work in accordance with the schedule outlined in the Task Orders as indicated in Attachments A and B.

SECTION 8 - RIGHT OF DECISIONS

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall be the arbiter of all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after determination by the CITY unless such time is extended in writing by CITY, present written objections to the decision to the City Manager or his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices.

SECTION 9 - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon their use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the written consent of the CITY Manager.

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall, to the extent provided by law, indemnify, defend and hold harmless CONSULTANT from any and all claims made by any third party that in any way involves the work product. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

SECTION 9.1-COURT APPEARANCE, CONFERENCES AND HEARINGS

This Agreement shall obligate CONSULTANT to prepare for and appear in litigation on behalf of CITY involving any dispute arising out of any work performed or services provided out of this Agreement all at no cost to the City. CONSULTANT shall also confer with CITY its attorneys and experts, during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, all at no cost to the CITY. Work by CONSULTANT, as a result of litigation, beyond the scope of the original work shall be considered an additional service that shall be paid in accordance with Section 5 of this Agreement.

SECTION 10 - REUSE OF DOCUMENTS

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the City Manager. The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction.

SECTION 11 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY. The CITY'S representative will be:

With Copies to:

Purchasing Manager	and	City Manager
120 Malabar Road, SE		120 Malabar Road, SE

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by U.S. mail to the CONSULTANT at the last address left on the file with the CITY. If delivered in person to CONSULTANT or the CONSULTANT'S authorized representative, delivery will be considered immediate. The CONSULTANT'S representative will be:

SECTION 12 - AUDIT RIGHTS

The CITY reserves the right to audit the records of the CONSULTANT related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of five years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the CITY as may be requested by the CITY, solely at the cost of reproduction.

SECTION 13 - SUBCONSULTING

The CONSULTANT shall not assign, or transfer any work under this Agreement without the written approval of the CITY. When applicable, the CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subconsultants of CONSULTANT. Subconsultants of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subconsultants in connection with the work performed.

SECTION 14 - CONTINGENT FEES

The CONSULTANT warrants that no person or company was employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employee, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 15 - TERMINATION/MODIFICATION OF AGREEMENT

1. The CITY may terminate this Agreement for any reason upon ten (10) days written notice to the CONSULTANT.
2. In the event of termination by the CITY, the CITY'S sole obligation to the CONSULTANT shall be for payment for those portions of satisfactorily completed work authorized. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage of work complete as estimated by the CONSULTANT and agreed upon by the CITY up to the time of termination. In the event of such termination, the CITY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons or entities to perform the same or similar services. CONSULTANT shall not be entitled to any other amounts or damages including but not limited to anticipated profits, consequential damages or those set forth in Section 4 of this Agreement upon termination by CITY pursuant to this Section.
3. It is understood by CITY and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by the CITY.
4. The terms of this Agreement may only be modified upon the written, mutual agreement of the CONSULTANT and the CITY.
5. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the CITY reserves the right to terminate this Agreement.
6. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the CITY and those documents delivered by the CITY to the CONSULTANT that pertain to this Agreement, of which, the CITY will have full ownership thereof, CONSULTANT may retain copies of such documents for record purposes.
7. CONSULTANT may suspend performance of services and/or terminate this Agreement if payments due are not made by CITY within forty-five (45) days after date of receipt of an undisputed invoice and upon seven (7) days notice to CITY that payment has not been received.

SECTION 16 - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the duration of the PROJECT, unless it is terminated as provided herein.

SECTION 17 - DEFAULT

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by the sole discretion of the CITY. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on timely basis;
- CONSULTANT has refused or failed to supply enough properly-skilled personnel;
- CONSULTANT has failed to make prompt payment to subconsultants or suppliers for any services;

- CONSULTANT has failed to fulfill representations made in this Agreement; or
- CONSULTANT has refused or failed to provide the Services as defined in this Agreement.

In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional to perform the services of CONSULTANT. CITY shall not be entitled to recover consequential damages of any type other than lost funding and administrative costs associated with the procurement of alternative professional services and CITY knowingly waives any right to make such claim or claims and acknowledges additional good and valuable consideration for such waiver and lack of entitlement to such damages, losses and compensation.

SECTION 18 - INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter CITY) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation pursuant to this Agreement.

SECTION 19 - INSURANCE

The CONSULTANT will be required to procure and maintain, at its own expense and without cost to the CITY, until final acceptance by the CITY of all products or services covered by the Agreement, the

following types of insurance in the following minimum amounts:

General Liability Insurance: with a minimum, combined-single limit of liability for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations of \$1,000,000 per occurrence and annual aggregate. If the policy is on a claims-made basis the annual aggregate shall be at least \$2,000,000.

The City of Palm Bay shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies have no recourse against the City of Palm Bay for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability.)

Auto Liability Insurance: with a combined single limit of Bodily Injury and Property Damage of \$1,000,000 each occurrence the coverage shall include owned, hired and non-owned autos.

Statutory Worker's Compensation and Employers Liability Insurance: Workers' Compensation Insurance, including coverage for Employer's Liability, in compliance with the Workers' Compensation law of the State of Florida.

Professional Liability Insurance: Professional liability insurance with a minimum limit of two million dollars (\$2,000,000) aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

Any deductible is not to exceed \$25,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount. Consultant may change the amount of the deductible with written approval of the City, which approval shall not be unreasonably withheld.

The CONSULTANT shall provide certificates of insurance, from insurers satisfactory to the CITY, demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Agreement. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the CITY as an additional insured. All policies will be endorsed to the effect that they may not be canceled or modified as to policy limits without thirty- (30) days prior written notice to the CITY.

The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the CONSULTANT under the terms of the contract. Subconsultant's insurance shall also be the responsibility of the CONSULTANT.

All insurance policies required of CONSULTANT shall be written by a company with a Best's rating of "A" or better, shall be duly authorized and licensed to do business in the State of Florida and shall be executed by duly licensed or authorized agents upon whom service of process may be made in Brevard County, Florida. CITY may accept lower coverage and coverage with carriers having a lower

Best's ratings upon review of financial information concerning CONSULTANT and the insurance carrier.

With the exception of Professional Liability insurance, the required insurance shall be provided under occurrence-based policies, which CONSULTANT shall maintain continuously throughout the term of this Agreement. Professional Liability insurance shall be provided with a full prior claims endorsement and a five-year (5) tail, which CONSULTANT shall maintain continuously throughout the term of this Agreement.

Any deductibles or self-insured retentions must be declared to and approved by CITY's Risk Manager prior to the start of work under this Agreement. CITY reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductible or self-insured retention and prior to executing the Agreement. CITY's Risk Manager, prior to the change taking effect, must approve any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy.

SECTION 20 - QUALITY CONTROL

The CONSULTANT shall provide a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement.

The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY in determining the CONSULTANT'S qualifications for future contracts with the CITY.

SECTION 21 - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this agreement is not an exclusive agreement and the CITY may employ other consultants, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

SECTION 21.1-REPRESENTATIONS

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner suitable to the CITY.
- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall be responsible for technically-deficient designs, reports or studies, for

two years after the date of final acceptance of the Services by CITY. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to errors or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services performed does not constitute a waiver of this representation.

- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, Section 8 of this Agreement shall govern all questions, difficulties and disputes of whatever nature that may arise under this Agreement. If resolution cannot be reached, the provisions of Section 28 shall apply.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

SECTION 22 - TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate and agrees that 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 23 - INTEREST OF MEMBERS OF CITY AND OTHERS

No officers, members or employees of the CITY, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 24 - INTEREST OF CONSULTANT

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

SECTION 25-INDEPENDENT CONTRACTOR

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent contractors and not CITY agents or employees. CONSULTANT, its employees or agents, contractors and subcontractors shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, or subconsultants shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

SECTION 26-NON-DISCRIMINATION

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

SECTION 27-OTHER PROVISIONS

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The rights of the parties hereto shall be construed and be subject to the jurisdiction of the courts in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Brevard County, Florida.

SECTION 28-LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of the total task order in question amount less amount previously paid against that task order. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the total task order in question less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement for that task.

Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, CONSULTANT agrees that the CITY shall not be liable to CONSULTANT for damages in an amount in excess of the total task order in question amount which amount shall be reduced by the amount actually paid by the CITY to CONSULTANT pursuant to this Agreement for that task, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest.

SECTION 29 - ENTIRETY OF AGREEMENT

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

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
_____ day of _____, 2011.

Reviewed by City Attorney: _____ Date: _____

ATTEST:

**CITY OF PALM BAY
BREVARD COUNTY, FLORIDA**

Alice Passmore, City Clerk

By: _____
Lee Feldman, City Manager

As approved by City Council on:

WITNESSES:

CONSULTANT

By: _____
(Name of Individual)

Printed Name

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF BREVARD**

Before me, the undersigned authority, personally appeared affiant, _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Palm Bay, Brevard County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the City of Palm Bay, Brevard County, Florida to provide professional services for a project known as the _____

3. That the undersigned firm has furnished the City of Palm Bay, Brevard County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Palm Bay entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Palm Bay entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Palm Bay determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT.

Consultant's Company Name

By: _____

President

The foregoing instrument was acknowledged before me by _____ who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 2011.

Signature

Notary Name (typed or printed)

Title or Rank