



**Agenda
City of Cocoa
Regular Meeting**

**May 5, 2025
6:00 PM**

65 Stone Street, Cocoa, FL 32922

I. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance
3. Roll Call

II. APPROVAL OF AGENDA AND MINUTES

1. Agenda: Regular Meeting of Cocoa CRA, May 5, 2025.

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS

1. Request Agency approval of the Oleander West Parking Lot Improvement Project Task Order # 2025-04 for design, permitting and construction EOR services, using Myra Planning and Design through the Continuing Services Agreement, Contract Q-23-01-COC-T1.

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE

IX. ADJOURNMENT

NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend. The facility wherein this meeting will be held is accessible to the physically handicapped. Please be advised that more than one member of the City Council may attend.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by this board with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be

based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise allowed by law. This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: 04/02/2025
Agenda Date: 5/5/2025
Prepared By: Ryan Browne, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action: Request Agency Approval of the Agenda for the Cocoa CRA
Regular Meeting of May 5, 2025.

BACKGROUND:

Agency Members approve the Agenda at the beginning of the meeting.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

N/A.

RECOMMENDED MOTION:

Request Agency Approval of the Agenda for the Cocoa CRA Regular Meeting of May 5, 2025.



**COCOA COMMUNITY REDEVELOPMENT AGENCY BOARD
REGULAR MEETING AGENDA**

DATE: Monday, May 5, 2025

LOCATION: Cocoa City Hall, 65 Stone Street

TIME: 6:00 p.m.

I. CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL

II. APPROVAL OF AGENDA
AGENDA: Regular Meeting of the Cocoa CRA held on Monday, May 5, 2025.

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS

1. Request Agency approval of the Oleander West Parking Lot Improvement Project Task Order # 2025-04 for design, permitting and construction EOR services, using Myra Planning and Design through the Continuing Services Agreement, Contract Q-23-01-COC-T1.

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE

The next meeting of the Cocoa Community Redevelopment Agency will be on **Monday, June 2, 2025 at 6:00 pm**, Cocoa, Florida.

IX. ADJOURNMENT

NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend. The facility wherein this meeting will be held is accessible to the physically handicapped. Please be advised that more than one member of the City Council may attend.

Pursuant to Section 286.0105, *Florida Statutes*, the City hereby advises the public that: if a person decides to appeal any decision made by this board with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise allowed by law. This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: 02/13/2025
Agenda Date: 5/5/2025
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Request Agency approval of the Oleander West Parking Lot Improvement Project Task Order # 2025-04 for design, permitting and construction EOR services, using Myra Planning and Design through the Continuing Services Agreement, Contract Q-23-01-COC-T1.

BACKGROUND:

Staff received direction to solicit proposals for the Oleander West Parking Lot Design to improve the surface and increase parking opportunities in Cocoa. A request for quotes was sent to the three firms currently under a Continuing Services Agreement with the City to perform the tasks. Those firms were Myra Planning and Design, Kimley Horn, and EXP Services.

Quotes were received and evaluated by Public Works Director, Abigail Morgan and Assistant City Engineer, Mike Gill. The proposals received were as follows:

EXP Services - \$171,900
Kimley Horn - \$118,810
Myra Planning and Design - \$96,482.10

The lowest and most responsive proposal was presented by Myra Planning and Design of Orlando, FL in the amount of \$96,482.10. The Scope of Services are detailed below:

1. Project Administration and Coordination
2. Data Collection
3. Concept Plan Development
4. Preliminary Civil Engineering Design Plans
5. Final Civil Engineering Design Plans
6. Subcontracted Services (KEITH, Land Image Consulting and Ardaman & Associates)

Staff is requesting approval of Task Order #2025-04 for the purposes of beginning the design services for the Oleander West Parking Lot Improvement Project. Budget for village parking of \$750,000 was provided in the budget rollover into FY25 on BAF #25-002A1, project #CR23VP.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached? N/A

Source/Use of Funds

Account Number

Amount

110-3230-559-63-00

\$96,483 CR23VP

Cocoa Village Parking

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Agency approval of the Oleander West Parking Lot Improvement Project Task Order # 2025-04 for design, permitting and construction EOR services, using Myra Planning and Design through the Continuing Services Agreement, Contract Q-23-01-COC-T1.

February 27, 2025

MPD Project Number: 32.301.25.002

Mrs. Abigail Morgan, P.E.
Public Works Director
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

RE: Oleander Street Parking Lot

Via Email (amorgan@cocoafl.gov)

Dear Abigail,

Please find attached a preliminary proposal for design services for the proposed Oleander Street parking lot. The proposal is based on our understanding of the City of Cocoa's needs. If you have any questions or wish to revise this proposal, feel free to contact me at (407) 446-7227.

If this proposal is acceptable, please let me know and I will finalize it for signature.

Sincerely,



Myra Planning and Design, LLC
Myra Monreal, Manager

Cc: Charlene Neuterman, Community Services Director

**City of Cocoa Public Works Department
Oleander Parking Lot
February 25, 2025
MP+D Project # 32.301.25.001**

Section A Background

The City of Cocoa (City) will retain the services of Myra Planning and Design, LLC (Consultant) to prepare conceptual design, permitting, and construction documents for a new low impact development (LID) parking facility on 0.91-acres at 218 Oleander Street in Cocoa, Florida. The driveway from King Street (SR 520) will be closed and ingress/egress provided from Oleander Street. The parking lot will be constructed on six City owned parcels as shown in Figure 1.



Figure 1 – Parking Lot Location and Parcels

The future surface parking lot will include decorative lighting, fencing, and possibly EV chargers. Instead of conventional pavement, the City desires the use permeable pavements such as porous asphalt, pervious concrete, and interlocking. Additional low impact development features to be considered in the design process include planting rain gardens or bioretention cells within parking lot islands which can further filter stormwater and provide aesthetic benefits. Reclaimed water is available for irrigation.

For the purposes of the agreement, the professional services associated with the work for the parking lot will be referred to as the Project. Upon receipt of a Notice to Proceed, the Consultant will provide the following services.

Section B Scope of Services

1.0 Project Administration and Coordination

This task includes administration of the prime agreement with the City and subconsultants, as well as coordination with City of Cocoa departments, the Florida Department of Transportation (FDOT), utility companies, St Johns River Water Management District (SJRWMD), and other agencies. Under this task the Consultant will endeavor to ensure a seamless Project team effort, maintaining continuous communication with the City and facilitate review processes.

Toward this end the Consultant will assign the Project Administration and Coordination duties to Myra Monreal. Ms. Monreal assisted by other professionals, will be involved in critical milestone review meetings and be readily available to the design team and the City; and keep City apprised of the work progress, schedule, anticipated review dates, and coordinate review and regulatory agency approvals.

1.1 Coordination Meetings

The Consultant will coordinate site reviews and data collection efforts with the City. The City shall

designate a contact person that will serve as the City's representative. It is anticipated that no more than five in person or virtual meetings will be required for this task. The meeting may include:

- Scoping and Field Review Meeting
- Concept Plan Review Meeting
- Preliminary Design (60%) Review Meeting
- Final Design (90%) Review Meeting
- Construction Documents (100%) Review Meeting

2.0 Data Collection Task

2.1 Site Investigation and Project Validation

The Consultant will compile and review existing project documentation and a conduct a site investigation to assess existing site conditions. The program verification task will confirm the extent of improvements and project limits and verification and development of revised design criteria for the proposed improvements. This task will also include collecting and reviewing historical data including soils information, utility information, drainage patterns and the proposed stormwater plan for the Project, and a drainage field review. Coordination requirements will be established during this phase.

2.2 Design Criteria and Requirements

The parcels identified for the Project are zoned residential or commercial and are in an overlay district. For this Project, the parking lot use and setback requirements of commercial zoning will be utilized.

3.0 Concept Plan Development

The Consultant will develop one concept plan for the parking lot layout on an aerial base. The Project site includes a large oak tree. The intent is to maximize the number of parking spaces with the assumption that the tree remains. The concept plan will include a location for up to two Level 2 vehicle chargers to be installed by others. No formal permit coordination with FDOT and SJRWMD is anticipated at this phase.

Deliverables: PDF of Concept Plans

4.0 Preliminary Civil Engineering Design Plans (60%)

A subconsultant, KEITH, will prepare preliminary design plans from the concept plan approved by the City. Additional LID features to be included in this phase include planting rain gardens or bioretention cells within parking lot islands which can further filter stormwater and provide aesthetic benefits. Reclaimed water is available for irrigation.

Deliverables: PDF of Preliminary Civil Engineering Design Plans

4.1 Survey

A subconsultant, KEITH, will perform survey services. The survey will be utilized in the preliminary and final engineering documents.

4.2 Geotechnical Services

A subconsultant, Ardaman and Associates, will perform geotechnical services. The geotechnical investigation will be provided as a separate bound report

4.3 Landscape and Lighting

A subconsultant, Land Image Consulting, LLC, will perform landscape, tree mitigation, lighting and irrigation construction documents.

4.4 Utility Coordination

The Consultant will coordinate with existing utilities, as identified by Sunshine 811, that will be impacted by the proposed parking lot. Distribution of the approved concept plan will be performed prior to the development of the preliminary design plans. The impacted utilities will be analyzed to determine if they can be abandoned in place or need to be demolished.

4.5 Cost Estimate

The Consultant will prepare an opinion of probable construction cost. Unit costs will be sourced from the Florida Department of Transportation unit prices for Area08.

Deliverable: PDF of Cost Estimate

5.0 Final Civil Engineering Design Plans

A subconsultant, KEITH, will assemble and compile the electronic work products developed during the preliminary design phase of this project. The final design will be developed from the preliminary design (40%) plans approved by the City. Additional LID features to be included in this phase include planting rain gardens or bioretention cells within parking lot islands which can further filter stormwater and provide aesthetic benefits. Reclaimed water is available for irrigation.

This will include the specification of permeable pavements such as porous asphalt, pervious concrete and interlocking pavers instead of conventional pavements. For this scope and size project, the final Construction Drawings package may include the following:

1. Cover Sheet
2. Drawing Index Sheets
3. Paving, Grading, and Drainage Plans
4. Signing and Pavement Marking Plan
5. Erosion Control Plan
6. Demolition Plan

Deliverable: PDF of Final Civil Engineering Design Plans and Specifications

5.1 Landscape, Irrigation, and Lighting

A subconsultant, Land Image Consulting, will prepare the following for the final Construction Drawings package:

1. Landscape Plans
2. Reclaim Irrigation Plans
3. Lighting Calculations

Deliverable: PDF of Landscape, Irrigation, and Lighting Plans and Specifications

5.2 Cost Estimate

A subconsultant, KEITH, will prepare an opinion of probable construction cost. Unit costs will be sourced from the Florida Department of Transportation unit prices for Area08.

Deliverables: PDF of Cost Estimate

6.0 Subcontracted Services

- Survey will be performed by subconsultant KEITH
- Civil engineering services will be performed by subconsultant KEITH.
- Landscape, reclaim irrigation, and lighting calculations will be performed by subconsultant Land Image Consulting.
- Geotechnical / Materials Testing will be performed by subconsultant Ardaman and Associates.

Section C Exclusions

The proposed scope of services and cost(s) assume the following additional items are excluded from this scope of services:

1. Platting, re-zoning, and conditional use of the parking lot parcels.
2. Tree assessment on the health of trees.
3. Subsurface utility engineering (SUE) and mapping.
4. Utility engineering design.
5. Electric vehicle charger design and specifications.
6. Structural design for wall, fence, or column details.
7. Engineer's report.
8. Presentations to the public or boards.
9. Public notifications.
10. Permit fees.
11. Bidding and procurement.
12. Post-design services.
13. Construction engineering and inspection services.

Section D City Responsibilities

The City will provide relevant Comprehensive Plan, City Code references, Utility standards, Engineering standards, and Cocoa City Hall as-builts for fence details. The City will also be responsible for any local agency permit fees.

Section E Compensation

Compensation for services rendered by the Consultant will be on a lump sum basis, per task, in accordance with the rates agreed to in the Master Services Agreement for Professional Services, March 30, 2023.

The total estimated cost of the Consultant's services, including reimbursable expenses is \$96,482.10.

A detailed fee breakdown is provided in Attachment B.

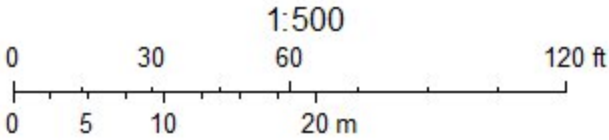
Section F Schedule

Task 1	Project Administration	Concurrent
Task 2	Data Collection and Site Survey	2 weeks
Task 3	Conceptual Design	2 weeks
	Client Review	1 week
Task 4	Preliminary Design	1 month
	Client Review	1 week
	Permitting	3 to 4 months
Task 5	Final Design	2 months
	Client Review	1 week

Brevard County Property Appraiser



January 28, 2021



2846850

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:	Oleander Parking Lot
County:	Brevard
FPN:	N/A
FAP No.:	N/A

Consultant Name: Myra Planning and Design
Consultant No.: Myra Planning and Design
Date: 2/27/25
Estimator: Myra Monreal

[illegible]

Check = \$30,032.10

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:						\$30,032.10
OVERHEAD:			0%			\$0.00
OPERATING MARGIN:			0%			\$0.00
FCCM (Facilities Capital Cost Money):			0.00%			\$0.00
EXPENSES:			0.00%			\$0.00
Survey (Field - if by Prime)		0	4-man crew			
			days @	\$	- / day	\$0.00
SUBTOTAL ESTIMATED FEE:						\$30,032.10
Subconsultant:	KEITH Survey					\$11,500.00
Subconsultant:	KEITH Civil Engineering					\$42,700.00
Subconsultant:	KEITH Reimburseables					\$500.00
Subconsultant:	Ardaman Geotechnical					\$3,550.00
Subconsultant:	Land Image Cons Landscape					\$8,200.00
Subconsultant:	Sub 6					\$0.00
Subconsultant:	Sub 7					\$0.00
Subconsultant:	Sub 8					\$0.00
Subconsultant:	Sub 9					\$0.00
Subconsultant:	Sub 10					\$0.00
Subconsultant:	Sub 11					\$0.00
Subconsultant:	Sub 12					\$0.00
SUBTOTAL ESTIMATED FEE:						\$96,482.10
Geotechnical Field and Lab Testing						\$0.00
SUBTOTAL ESTIMATED FEE:						\$96,482.10
Optional Services						\$0.00
GRAND TOTAL ESTIMATED FEE (Limited Amount):						\$96,482.10

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

40
3800

AGREEMENT FOR PROFESSIONAL SERVICES

February 25, 2025

Myra Monreal, PE, AICP
Myra Planning and Design, LLC
1600 Edgewater Drive
Orlando, FL 32804
Phone: (407) 536 – 7526
E-mail: mam@myraplanning.com

Project Name: Oleander St. Parking Lot
Project Location: Cocoa, FL
KEITH Project Number: 13374.00
Work Order Number: 03

Dear Myra Monreal:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and Myra Planning and Design, LLC ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by KEITH and accepted by CLIENT, and to establish the contractual conditions between KEITH and CLIENT with respect to the proposed services. KEITH will begin work within ten (10) days after receipt of a fully executed copy of this Agreement. Such receipt will constitute written notice to proceed. This proposal will remain valid for thirty (30) days.

PROJECT UNDERSTANDING

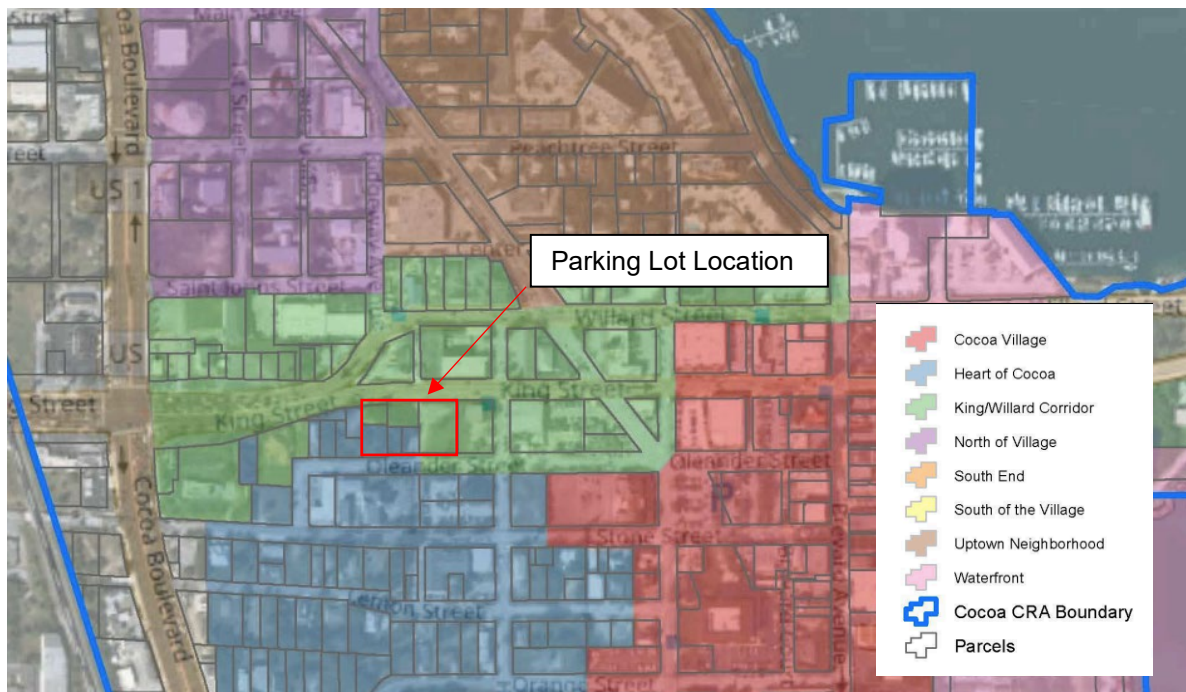
The CLIENT has requested that KEITH assist in the development of a municipal parking lot. The PROJECT SITE is located at 218 Oleander Street within the City of Cocoa's Community Redevelopment Area. The property consists of six parcel(s) that include folio numbers 24-36-33-35-*8.01, 24-36-33-35-*7, 24-36-33-35-*7.01, 24-36-33-35-*7.02, 24-36-33-30-*25, 24-36-33-31-A-1.01 along with the road right-of-way adjacent to the southern property line and the OWNER of the property is listed as the City of Cocoa. This project is to convert approximately 0.9-acres to a parking lot which utilizes low impact development (LID) principles including permeable pavement, rain gardens, and bioretention cells. The existing large oak tree is to be preserved. The irrigation supply will be from the existing reclaimed water line. Parking ingress / egress will be from Oleander Street only. Additional information in graphic format is included on the following page.

KEITH will be responsible for the following disciplines: Civil Engineering and Geospatial. The scope of work is specifically described on the following pages and does not include work by other necessary disciplines unless specifically noted in the contract. The CLIENT/OWNER is responsible for all other disciplines to complete the project. KEITH has identified the following agencies that will require coordination, submittals and or permitting throughout the project: Florida Department of Environmental Protection (FDEP) and City of Cocoa. If additional agency coordination is required, this will be included as a contract addendum.

The CLIENT is responsible for providing conceptual design (40% plans), landscape architecture, geotechnical investigation, site lighting, and any required planning services. Plans will be provided in dwg and pdf format. CLIENT will also provide utility owner records including utility type and/or ownership; date of depiction; accuracy of depicted appurtenances; active or out-of-service status; size; condition; number of jointly buried cables; and encasement (if applicable).

KEITH has not included any potential scope of work that is offsite. Offsite improvements that may result as a part of this project will be considered as additional service and contracted, if necessary, through an addendum to this agreement. KEITH will work to identify any potential offsite improvements as early as possible for the CLIENT/OWNER review.

Site location map from 2022 CRA Plan Update.



APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan

PROJECT SCOPE

KEITH will provide the services below to assist the CLIENT and Project Team.

☒ Survey

- ☐ ALTA/NSPS
- ☒ Topography
- ☒ Boundary
- ☒ Tree
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☐ Other_____

☐ SUE

- ☐ Horizontal Designation
- ☐ Location Services
- ☐ Utility Mapping
- ☐ Records Research
- ☐ Other_____

☐ Planning Services

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Site Plan / Project Coordination
- ☐ Other_____

☒ Civil Engineering Services

- ☒ Paving, Grading and Drainage
- ☐ Water Distribution and Sanitary Sewer
- ☒ Erosion Control Plan
- ☒ Other: Engineering Permitting
- ☒ Other: Reclaimed Water Service Connection

☐ Transportation Engineering Services

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other_____

☐ Traffic Engineering Services

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other_____

☐ Landscape Architecture Services

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Site Lighting
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Tree Inventory & Analysis
- ☐ Other_____

☐ Construction/Program Management Services

- ☐ Permitting
- ☐ Bidding Assistance
- ☐ Building Permit Coordination
- ☐ Construction Observation
- ☐ Construction Certification
- ☐ Other_____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



DESCRIPTION OF SERVICES AND DELIVERABLES

MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies / Permit Authorities

KEITH will coordinate, prepare for and attend meetings with Government Agencies, including project orientation meetings, review with City Planning, Zoning, Fire Marshall, Engineering, and Utility representatives, and coordinate with applicable State and County Agencies required for final permit submittals.

KEITH will prepare for and attend all team meetings on an as needed basis for the duration of the project. KEITH will be represented at reoccurring team meetings by the project manager and when necessary any team experts for specific disciplines.

For all applicable meetings KEITH will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the CLIENT these meeting minutes will only serve to capture the items directly responsible to the KEITH team and the interaction with agencies and/or the CLIENT.

SURVEY SERVICES

Task 101 Boundary, Topographic, and Tree Survey

KEITH will prepare a Boundary and Topographic Survey of the site. Survey will show the boundary lines together with surface improvements such as buildings, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc., within the project site. Survey will also include locations and elevations to the centerlines of Oleander Street, Hughlett Avenue and King Street. Trees will be located and noted by common name and trunk diameter at breast height. Stormwater management structures within and adjoining the site will be located with the pipe invert elevation, diameter, material, and direction. This is limited on King Street to curb inlets along the south side of the roadway. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations will be shown at an interval of approximately 50 feet, including intermediate changes in grade.

Survey deliverables to be AutoCAD Civil 3D using KEITH CAD standards. Specific standards which may be requested by City or County agencies may be delivered for an additional fee.

Survey Site:



CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering

Paving, Grading, and Drainage Plans

KEITH will prepare on-site paving, grading, and drainage construction plans, to support the proposed development, which meet the requirements of the jurisdictional regulatory agencies. Calculations will be performed to address the impact of the proposed development relating to the requirements for permit agency submittal. The stormwater management system will address water quality treatment and water quantity storage to meet the requirements of the jurisdictional agencies. It is anticipated that the proposed drainage system will consist of a series of catch basins, pipes, swales, rain gardens, biomass cells, and/or dry retention areas. Exfiltration trenches may be proposed for water quality treatment. Typical sections and standard paving and drainage details and notes for the construction of the paving, grading, and drainage system are included. Soils percolation tests to satisfy regulatory agency requirements will be performed by others as required.

No offsite roadway improvements beyond a direct driveway connection to the immediately adjacent road are anticipated and as such not included in this Agreement. Fees for these services will be submitted to CLIENT as additional services under a contract addendum if required.

Pavement Marking and Signing Plans

KEITH will prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan will include standard details and notes.

Reclaimed Water Connection Plans

KEITH will prepare reclaimed water connection plans to provide irrigation service to the proposed project.

It is anticipated that all existing utility infrastructure is adequate to provide the required irrigation demand to the proposed landscaping improvements. These engineering services do not include the extension/replacement and/or upsizing of any reclaimed water mains within or around the site. Services associated with designing; and permitting any off-site infrastructure improvements required to provide service to the site will be addressed as additional services.

Erosion Control Plans

KEITH will prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) will include standard details and notes to meet the requirements of the regulatory agencies.

Clearing / Demolition Plan

KEITH will prepare a Demolition Plans incorporating removal of the existing improvements in conflict with the proposed facilities. This plan will include standard details and notes. Should permitting be required for this work, it will need to be provided by a licensed demolition contractor.

Note: The use of explosive demolition materials and the assessment for or removal of hazardous materials or toxic waste are not included in these services and will not be incorporated in the Demolition Plan.

Deliverables

1. Construction Documents (60%, 90% and 100% Final Construction Documents) for above referenced Plans.
2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate document for inclusion in the Contract Document Specification



- book).
3. Stormwater Calculations meeting ERP criteria.
 4. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. These meetings will be billed under Task 001.

Task 402 Engineering Permitting

KEITH will attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

Reclaimed Water Connection

- City of Cocoa Utilities.

Paving, Grading, and Drainage System

- City of Cocoa Stormwater Division.
- Florida Department of Environmental Protection (FDEP) – 10/2 General Permit (Stormwater ERP).

Pavement Markings and Signage

- City of Cocoa Engineering / Inspection / Land Development.

KEITH will supply erosion control plans and ERP / Surface Water management permits, to the owner and building contractor for contractor's use in preparing the NPDES Storm Water Pollution Prevention Plan (SWPPP) and securing the required NPDES Construction Activity Permit. The contractor (as permittee) is responsible for monitoring the construction activity for compliance with the NPDES permit and report to FDEP in accordance with the Permit.

If additional permits are required, KEITH will process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.

Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.



SCHEDULE

MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies / Permit Authorities On-going

SURVEY SERVICES

Task 101 Boundary, Topographic, and Tree Survey 1-2 months

CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering 4 months

Task 402 Engineering Permitting 3 months

COMPENSATION

MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies... \$3,000 (Hourly/Estimate)*

SURVEY SERVICES

Task 101 Boundary, Topographic, and Tree Survey \$11,500 (Lump Sum)

CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering \$28,100 (Lump Sum)

Task 402 Engineering Permitting \$11,600 (Lump Sum)

Total Fee \$54,200 + reimbursables

**NOTE: The above “(Hourly/Estimate)” project task fees are based on the durations listed in the Project Schedule above. If the Task scheduled durations exceed the estimated time listed in the Project Schedule above, the “(Hourly/Estimate)” fee will increase proportionally. This work will be billed in accordance with KEITH current Professional Service Fee Schedule. If the billing reaches 75% of the estimated fee, an additional contract addendum will be submitted to the CLIENT.*

If you concur with the foregoing as well as the attached General Terms and Conditions dated January 1, 2025, and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

Alex Lazowick, PE, PMP, ENV SP
President / CEO

DATED: _____

As to CLIENT
Myra Planning and Design, LLC

Signature: _____

Print Name: _____

Title: _____

DATED: _____





BILLING INFORMATION FORM

Project Name: _____

Project Location: _____

Client Job/P.O Number: _____

CLIENT BILLING INFORMATION

Company: _____

Attention: _____ Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email (for invoicing): _____

SPECIAL BILLING INSTRUCTIONS:

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name: _____

Address: _____

Phone: _____ Email: _____

GENERAL TERMS AND CONDITIONS

I. COMPENSATION

A) Payments and Invoicing:

Invoices will be submitted by CONSULTANT to CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply, and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Material contract, invoices will be submitted according to our current professional service fee schedule. Please note that the rates listed in 'Exhibit A' are for reference only and reflect the rates at the time of the document's creation. We reserve the right to update our rates at our discretion. In the case of a compensation schedule, the terms of payment shall be defined on a case-by-case basis.

In the event of any dispute concerning the accuracy of content of any invoice, CLIENT shall within seven (7) days from the date of said invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice that is not questioned within seven (7) days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in below.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty (30) days from the date of invoice, CONSULTANT may, apply the retainer to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. If CONSULTANT's work is suspended, the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, CONSULTANT may, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest at the highest rate allowable by law, its reasonable attorneys' fees and costs. The CONSULTANT may also proceed with lien on property.

The invoices referenced above, will be sent in accordance to the information as reflected on the "Billing Information Form" attached hereto.

B) Reimbursable Expenses:

CONSULTANT shall be reimbursed at actual cost incurred, plus a 10% carrying charge. Reimbursable expenses shall include but not be limited to the following items.

- A. Cost of black and white or color copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Travel associated with the project, including, but not limited to, mileage (standard IRS rate), business or first-class airfare, automobile rental, hotel and meals.
- C. Cost of postage and shipping expenses, including courier services.
- D. Cost for advertising, special models, renderings or other promotional materials not outlined in the scope of services

C) Additional Services:

The undertaking by CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. No other services, whether they may be interpreted as related, incidental or implied, shall be considered to be included in the scope of work of this proposal. If upon request of CLIENT, CONSULTANT agrees to perform additional services hereunder, CLIENT shall be obligated to pay CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT'S current professional fee schedule, plus reimbursable expenses as incurred by CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, or services that are required by changes in the requirements of public agencies after work under this Agreement has commenced.

If the preceding scope of services includes public agency permitting, our quoted fees/hours include services to respond to the agency's first RAI (Request for Additional Information). Additional agency requests or requirements shall be considered an increase to our scope of services.

D) Time for Completion

CONSULTANT shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

If Owner authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.



II. PROVISIONS RELATIVE TO THE SERVICES RENDERED

A) Re-use of Documents:

All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., that result from CONSULTANT'S services pursuant or under this Agreement remain the sole property of CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

CLIENT may, at their expense, obtain a set of reproducible copies of any maps and/or drawings prepared for them by CONSULTANT, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of CONSULTANT. Any re-use without written verification of adaptation by CONSULTANT mandates that CLIENT indemnify and hold CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.

Photographs of any completed project embodying the services of CONSULTANT provided hereunder may be made by CONSULTANT and shall be considered as its property and may be used for publication.

B) Performance:

CONSULTANT shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.

C) Professional Standards:

All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.

Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by CLIENT, is in accordance with all applicable governmental regulations.

Technical Limitations for all Sub Surface Utility Coordination

Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify and to provide the accurate horizontal location and vertical measurements (a test hole). Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum, in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and, in most cases, can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a portion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. CLIENT shall hold harmless and indemnify KEITH against any losses because of limitations within the equipment, but not against negligence on the part of KEITH. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. KEITH will not be responsible for damage caused by others. KEITH will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath



other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. KEITH will not be responsible for correcting mistakes made by other locators. Where vacuum excavation services are used, and no utility is found at the mark provided by the utility at a depth of 5 feet, the excavation will be backfilled, referenced and invoiced as one test hole.

D) Opinions of Cost:

Since CONSULTANT does not have control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If, at any time, CLIENT wishes greater assurance as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.

If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, CONSULTANT shall be entitled to renegotiate the terms of this Agreement. CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of CONSULTANT (such consent to be signified by CONSULTANT'S initials next to each modification, and if a fully executed copy hereof is not received from CLIENT by CONSULTANT on or before sixty (60) calendar days from the date of execution by CONSULTANT.

E) Termination:

This Agreement may be terminated by either party upon seven (7) days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purpose of this Agreement, the failure to pay any invoice submitted by CONSULTANT within forty-five (45) days of the date of said invoice, shall be considered a substantial failure on behalf of CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

F) Liability:

CONSULTANT is protected by Workmen's Compensation Insurance, Professional Liability Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. CONSULTANT agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of CONSULTANT, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If CLIENT requires increased insurance coverage, CONSULTANT will, if specifically directed by CLIENT, secure additional insurance obtained at CLIENT'S expense.

CLIENT agrees that CONSULTANT'S aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT'S services under this Agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this Agreement or \$50,000.00 whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.

CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT in the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of pollutants, whether or not, caused by the negligence of CONSULTANT.

NO INDIVIDUAL LIABILITY. IN ACCORDANCE WITH FLORIDA STATUTE SECTION 558.0035, ANY CLAIMS ARISING OUT OF THIS AGREEMENT OR ANY ACTS, OMISSIONS OR NEGLIGENCE OF ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR ANY OTHER DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT, INCLUDING BUT NOT LIMITED TO DESIGN PROFESSIONALS WHO MAY SIGN AND SEAL DOCUMENTS RELATED TO THE SERVICES, SHALL ONLY BE ASSERTED AGAINST CONSULTANT AND NOT AGAINST ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR INDIVIDUAL DESIGN PROFESSIONAL. AS REQUIRED BY FLORIDA STATUTE SECTION 558.0035, NO INDIVIDUAL DESIGN PROFESSIONAL IS A PARTY TO THIS AGREEMENT.



G) Litigation:

In the event litigation in any way related to the services performed hereunder is initiated between CONSULTANT and CLIENT, the non-prevailing party shall reimburse the prevailing party for all of its reasonable attorney's fees and costs related to said litigation.

III. CLIENT'S OBLIGATIONS:

CLIENT shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project. CLIENT shall designate a person to act with authority on CLIENT'S behalf with respect to all aspects of the Project. CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project. CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

IV. GENERAL PROVISIONS:

A) Persons Bound by Agreement:

The persons bound by this Agreement are CONSULTANT and CLIENT and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

B) No Waiver or Modifications:

No waiver by CONSULTANT of any default shall operate as a waiver for any other default or be construed to be a waiver of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

This Agreement, including all requests for additional services placed hereunder, express the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

C) Governing Laws or Venue:

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation shall be Broward County, Florida.



**EXHIBIT A
PROFESSIONAL SERVICE FEE SCHEDULE**

	Hourly Rate
Senior Project Executive	\$400.00
Project Executive	\$350.00
Expert Witness	\$500.00
Government Liaison	\$400.00
Senior Project Manager	\$275.00
Project Manager III	\$225.00
Project Manager II	\$175.00
Project Manager I	\$165.00
Assistant Project Manager	\$100.00
Administrative Assistant	\$80.00
Engineer VI	\$250.00
Engineer V	\$215.00
Engineer IV	\$195.00
Engineer III	\$165.00
Engineer II	\$135.00
Engineer I	\$125.00
Senior Construction Manager	\$190.00
Construction Manager	\$160.00
Inspector III	\$125.00
Inspector II	\$100.00
Inspector I	\$90.00
Chief Surveyor	\$190.00
Sr. Surveyor & Mapper	\$180.00
Project Surveyor II	\$165.00
Project Surveyor I	\$150.00
Technician IV	\$140.00
Technician III	\$125.00
Technician II	\$110.00
Technician I	\$90.00
Chief Planner	\$190.00
Senior Planner	\$160.00
Planner IV	\$140.00
Planner III	\$125.00
Planner II	\$110.00
Planner I	\$90.00
Senior Landscape Architect	\$200.00
Landscape Architect II	\$165.00
Landscape Architect I	\$135.00
Arborist	\$140.00
Designer III	\$145.00
Designer II	\$135.00
Designer I	\$125.00
Chief Utility Coordinator	\$190.00
Senior Utility Coordinator	\$150.00
Utility Coordinator	\$110.00
Subsurface Utility Location Manager	\$140.00
Field Supervisor	\$90.00
Utility Designating/GPR	\$200.00
Survey Crew IV	\$250.00
Survey Crew III	\$200.00
Survey Crew II	\$150.00
Survey Crew I	\$100.00
Survey Static Laser Scanning	\$250.00
Survey Drone Crew	\$200.00
Impervious Coring >8"	\$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface)	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface)	\$450.00/Each



December 9, 2022
Proposal File No. 2223-190
Revised February 13, 2025

Myra Planning and Design, LLC
1600 Edgewater Drive
Orlando, Florida 32804

Attention: Ms. Myra Monreal, PE, AICP

Subject: Proposal for Subsurface Exploration
Proposed Parking Area
Oleander Street
Cocoa, Florida

Dear Ms. Monreal:

As requested, we are pleased to present this proposal for conducting a subsurface exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by Ms. Monreal, the proposed construction consists of an asphalt paved parking area and stormwater retention pond areas. Grading plans are not complete at this time; therefore, we have assumed that approximately 1 to 2 feet of fill is required to raise the parking area to final elevation.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed pavement area. Additionally, we will explore the subsurface conditions in the proposed stormwater retention pond areas. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The proposed field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Parking Area	4 Auger	5
Retention Pond Areas	2 Auger	15

The auger borings will be drilled with a 4-inch diameter, truck-mounted continuous flight auger or a 3-inch diameter, hand-held bucket auger. Each sample will be removed from the auger in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

In addition, two test pits will be excavated within the proposed retention pond areas to a depth of 1 to 2 feet below existing ground surface. One Shelby-tube sample of soil will be obtained in a vertical orientation in the bottom of each test pit. The two samples will be transferred to our laboratory for soil permeability testing.

LABORATORY PROGRAM

Routine laboratory visual classification will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content). A constant head permeability test will be performed on each of the two Shelby tube samples of soil obtained from the proposed retention pond areas.

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and pavement design for the proposed parking area. A typical flexible pavement section will be provided for the proposed parking area. For our analysis, we will require specific loading conditions for the pavement. We will also provide an estimate of the normal seasonal high groundwater level at the boring locations and the results of the permeability testing. Our recommendations for the pavement area, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks will not exceed **\$3,550.00** without prior authorization from the client.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment and field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (4) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the will site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing a written work order. Please call if you have any questions or require additional information.

Very truly yours

ARDAMAN & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Jason P. Manning".

Jason P. Manning, P.E.
Branch Manager



PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Oleander Street Parking
Project Location Cocoa, Florida
Proposal Number and Date 2223-190; updated February 13, 2025
Description of Services Subsurface Exploration
Estimated Fee \$3,550.00

PROPERTY OWNER IDENTIFICATION:

Name _____
Property Identification Number _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Timely payment of Ardaman & Associates, Inc.'s ("A&A") invoices is a condition precedent to any claim against A&A and the failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to A&A services, including but not limited to the services described in this Proposal.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

Accepted this _____ day of _____, 2025

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

GENERAL CONDITIONS

Parties And Scope Of Work – A&A shall include said company and any subsidiary or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A’s Work to induce a third party’s reliance, Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A’s Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A’s Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the type, location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A’s subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify, and hold A&A and A&A’s subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client’s obligation to indemnify for such third-party claims is limited to \$1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

Limitation of Liability – A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is less.

PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Differing Site Conditions or Unanticipated Hazardous Materials – Differing site conditions or certain types of hazardous materials (unanticipated materials) may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated materials.

Indemnification – Client agrees to defend, indemnify, and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Assignment – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

Legal Jurisdiction – The parties agree that any litigation shall be governed by the laws of the State of Florida and only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to

this agreement.

Compliance With Laws - A&A shall perform its services consistent with the applicable standard of care and endeavor to incorporate laws, regulations, codes, applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act and other laws as may apply.

Termination - A&A may terminate this Agreement with cause for non-payment of invoices upon fourteen (14) days written notice.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, pandemic, epidemic, government shutdowns, act or omission of subcontractors, carrier, clients, or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

6/22/23



LETTER OF AGREEMENT

Original: February 13, 2025

Ms. Myra Monreal, P.E.
President
Myra Planning & Design, LLC
1016 W. Church Street Unit B
Orlando, FL 32805
Phone: (407) 446-7227
Hereinafter referred to as **Client**.

AND

Land Image Consulting, PLLC
P.O. Box 547624
Orlando, Florida 32854-7624
Phone (407) 399-3405
Hereinafter referred to as the **Land Image**.

Re: Oleander Street Parking Lot

LIC #00431.01

Ms. Monreal:

I am pleased to provide this Letter of Agreement to Myra Planning & Design, LLC (Client). The Client desires to retain Land Image Consulting, PLLC (Land Image) to prepare construction documents and provide permitting support services as outlined below for the Oleander Street Parking Lot project located in the jurisdiction of Cocoa, Florida under its Continuing Service Agreement Q-23-01-COC.

1.0 PROJECT DESCRIPTION

- 1.1 The project is providing construction documents per all City of Cocoa codes and ordinances for a new Parking Lot for the City of Cocoa located north and west of the intersection of Oleander Street and Hughlett Avenue. The Client is the authorized representative of the property owner.

2.0 SCOPE OF SERVICES

PART I – Construction Document Development

- 2.1 **Project Management** – In addition to the services detailed below, Land Image shall coordinate its work with the Client's representative and project team, monitor the project schedule as it relates to this scope, and provide timely invoicing and reporting of project progress.
- 2.2 **Coordination of the Work of Subconsultants** – The Client hereby acknowledges and agrees that Land Image will assume responsibility for the coordination of work produced by any subconsultants to Land Image as Project Manager for the project as it related to this scope. However, the Client agrees that Land Image shall not bear any liability for the technical accuracy of work prepared by others. All professionals working on the project shall bear separate responsibility and liability for the work prepared by their own entity.
- 2.3 **Existing Data** – Land Image shall work with Myra Planning & Design to attain base file information.
- 2.4 **Preliminary Construction Document Development** – Based on the design vision developed during the pre-app meeting with the City, and conversations with the Client and the Project Engineer, Land Image shall prepare Landscape, Tree Mitigation, Lighting and Irrigation construction documents as well as construction details, including elevations and sections provided as necessary to communicate the design intent, construction materials, and code and approval condition adherence for the development of the landscape plantings, lighting plan with photometrics, tree mitigation and their subsequent irrigation for the entire site as a one phase project.



- 2.5 **Client Review** - The Client shall review the progress of the landscape architecture, tree mitigation and irrigation construction documents at the 40%, 60% and 90% Client review percent stage for comments. Minor revisions and comments will be incorporated into the documents based on review comments. Major changes from the original concept and additional revisions or concepts requested by the Client that represent a substantial departure from the original design program, budget, and approved concept shall be considered an Additional Service.

Deliverables – As a result of these tasks, Land Image shall produce one (1) electronic set – landscape, tree mitigation and irrigation construction documents for Client review.

- 2.6 **Final Construction Documents** – Land Image shall prepare a final set of Construction Documents, incorporating review comments from the 90% Client review. The documents will be suitable for bidding, permitting and construction of the elements of the project as detailed in this scope of services.

Deliverables – As a result of these tasks, Land Image shall produce signed & sealed sets in an amount as necessary for Client use in submitting for building permit and code compliance as required by the City of Sanford LDC submittal procedures.

PART II – Permitting Support

- 2.7 **Permit Agency Review Meetings** – Throughout the course of the project, Land Image shall attend meetings with the City and associated regulatory agencies as necessary. A total of up to six (6) meetings have been accounted for and included under this phase of work.

PART III – Additional Services

- 2.8 **Additional Services** – Land Image will provide Additional Services as mutually agreed upon between itself and the Client. If such changes affect Land Image's cost or time required for performance of the Services, an equitable adjustment will be made through an amendment to this Agreement. Additional Services may include but are not limited to:

- Revise drawings, specifications or other documents when such revisions are:
 - Inconsistent with approval or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget
 - Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents
 - Due to changes required as a result of the Client's failure to render decisions in a timely manner
- Bidding or Contract Administration Services following receipt of Development Order
- Multiple "Substantial Completion" Site Visits
- Phased Construction (if phasing occurs after contract negotiation)
- Project Signage Placement

PART IV – Services Not Provided

- 2.9 **Services Not Provided**

- On-Site, Daily Construction Management
- As Built Documents
- Any work required by federal, state, or local code to be provided by a licensed professional other than a Landscape Architect is beyond the scope of the work to be performed by Land Image. Each professional on the team will sign and seal documents containing the work prepared by them.

3.0 PROJECT SCHEDULE

Land Image is prepared to begin work on the project immediately upon receipt of this executed Letter of Agreement and shall perform its work in such a manner as to comply with an agreed upon schedule.



4.0 COMPENSATION

- 4.1 **Part I** – The fee for Part I Construction Document Development, shall be billed as a lump sum budget of five thousand eight hundred dollars **\$5,800**, inclusive of direct costs.
- 4.2 **Part II (16 hrs)** – The fee for Part II, Permitting Support, shall be billed hourly with an estimated budget of two thousand four hundred dollars **\$2,400**, inclusive of direct costs.
- 4.3 **Part III** – The fee for Part III, Additional Services, shall be billed using the hourly rate of **\$100** per hour, or as an agreed upon fixed fee.
- 4.4 **Direct Costs** – Direct costs incurred in completing the scope of services shall not be billed to the Client. Direct costs may include, but are not limited to, costs for contractual; reprographics, printing, photocopying services.
- 4.6 **Application Fees** – All application, filing, and permit fees, including, without limitation, all fees to local, regional and state governments and agencies, shall be paid by the Client directly to the appropriate agency at the required time.
- 4.7 **Subconsultant Fees** – Fees for subconsultants working on this project under direct contract with the Design Team are included in the fees for each part of the scope of services detailed above.
- 4.8 **Retainer** – No retainer will be required.

5.0 PERSONNEL

- 5.1 **Personnel on this project will consist of:** – Maxwell D. Spann, PLA LA6666780 (Landscape Architect), Jenna Cooper (Landscape Designer/Technician)

6.0 CLIENT RESPONSIBILITIES

- 6.1 Client shall designate a Project Representative immediately upon execution of this Letter of Agreement, who shall be Land Image's point of contact with the Client, and who shall, by virtue of Client's designation, have authority to bind the Client. The Project Representative shall be responsible for all coordination with the Owner (if a separate person or entity from the Client as shown in Article I) and any separate consultants.
- 6.2 Client shall provide full information to Land Image regarding project requirements and constraints including, without limitation, a program setting forth the Client's objectives, and shall provide all data, drawings, information or other resources requested by Land Image that are necessary for completion of the project.
- 6.3 Client shall comply with any schedule requirements made known to the Client by Land Image and, in any event, shall be available to meet with Land Image and provide decisions in a timely manner throughout the project.
- 6.4 Client shall be responsible for all other aspects of the project not specifically assigned to Land Image under this Letter of Agreement or any subsequent request (and acceptance) for Additional Service.

Myra:

I look forward to continuing to work with Myra Planning & Design, LLC on this project. If you find these terms acceptable, please sign where indicated below and return one signed original to me for my files. Please call me if you have any questions

Sincerely,

Maxwell D. Spann, PLA



PO BOX 547624 | ORLANDO, FL 32854 P | 407.374.9841

WWW.LAND-IMAGE.COM

AGREED TO AND ACCEPTED BY:

Myra Planning & Design

Land Image Consulting, PLLC

By: _____
Ms. Myra Monreal, P.E.

By:  _____
Maxwell D. Spann

Its: _____
President

Its: _____
Principal / Owner

Date: _____

Date: _____
13 February 2025



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

May 16, 2024

Myra Monreal, PE, AICP
Manager
Myra Planning and Design
PO Box 533913
Orlando, Florida 32853

RE: Approval of New Subconsultant for contract Q-23-01-COC-T1

Dear Ms. Monreal,

This letter confirms our approval of Ardaman & Associates, Inc. as a subconsultant for the Range Road Pavement Exploration Services project which was submitted under proposal number 2423-088. Additionally, we approve your use of this subconsultant for any other Geotechnical, Environmental and Materials analysis services, in accordance with the terms of our master agreement.

The City has had prior experience with this company and based on their prior work performed for the City we are confident that they possess the necessary skills and expertise to perform the services required.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.

Sincerely,

Brian Dale
Purchasing Manger
City of Cocoa

CONTINUING SERVICES AGREEMENT

Traffic Engineering Services

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 30th day of MARCH 2023, by and between the **City of Cocoa**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Myra Planning and Design, LLC**, a Florida limited liability company authorized to do business in Florida ("Engineer"), whose principal address is 1016 W Church St, Unit B, Orlando, FL 32805.

WITNESSETH:

WHEREAS, City desires to obtain traffic engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute

authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Myra Planning and Design, LLC, a Florida limited liability company, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform traffic engineering, permitting, and design services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Scope of Work document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the

written price proposals from all sub-consultants involved with the Task Proposal. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any traffic engineering, permitting, and design services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's

designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the

Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit

reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of \$1,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than \$75,000.00. For professional liability insurance written on a “claims-made” basis, the Engineer shall maintain and provide evidence to the City of “tail” coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

b. **General Liability.** The Engineer shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than \$25,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. **Automobile Liability.** The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. **Worker’s Compensation.** The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy

shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer shall comply with requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the

orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with applicable requirements imposed by public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Engineer Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless the City, its officers, directors, and employees from and against liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in

connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the

Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any

attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

15.2 If, upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

b. Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency,

provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement

without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Myra Planning and Design, LLC

Attention:

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold the City, its elected officials, officers, and employees harmless from claims, injuries, liabilities, damages, losses, costs or suits, including attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

34.2 The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way 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 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and

responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully

offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

38.0 E-VERIFY.

38.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

- a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

ENGINEER:

CITY OF COCOA

MYRA PLANNING AND DESIGN, LLC

By: Michael C. Blake

By: Myra Monreal

Michael Blake, Mayor

Myra Monreal, Manager

3/30/2023

ATTEST:



By: Carie Shealy
Carie Shealy, City Clerk

EXHIBIT A
Engineer's Rate Schedule

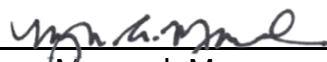
Billing Rates

2023 Hourly Rate Schedule

Name/Position	Hourly Rate
Expert Witness and Testimony.....	\$400
Principal / Senior Certified Planner / Engineer	\$200
Professional Engineer.....	\$200
Cad Technician / GIS Specialist.....	\$100
Graphic Artist	\$75

The wage rate is subject to an annual increase of 5% per year.

These rates apply to all projects.


 Myra Monreal, Manager
 Myra Planning and Design, LLC

February 8, 2023
 Date

**EXHIBIT A
PROFESSIONAL SERVICE FEE SCHEDULE**

	Hourly Rate
Senior Project Executive.....	\$400.00
Project Executive.....	\$350.00
Expert Witness.....	\$500.00
Government Liaison.....	\$400.00
Senior Project Manager.....	\$275.00
Project Manager III.....	\$225.00
Project Manager II.....	\$175.00
Project Manager I.....	\$165.00
Assistant Project Manager.....	\$100.00
Administrative Assistant.....	\$80.00
Engineer VI.....	\$250.00
Engineer V.....	\$215.00
Engineer IV.....	\$195.00
Engineer III.....	\$165.00
Engineer II.....	\$135.00
Engineer I.....	\$125.00
Senior Construction Manager.....	\$190.00
Construction Manager.....	\$160.00
Inspector III.....	\$125.00
Inspector II.....	\$100.00
Inspector I.....	\$90.00
Chief Surveyor.....	\$190.00
Sr. Surveyor & Mapper.....	\$180.00
Project Surveyor II.....	\$165.00
Project Surveyor I.....	\$150.00
Technician IV.....	\$140.00
Technician III.....	\$125.00
Technician II.....	\$110.00
Technician I.....	\$90.00
Chief Planner.....	\$190.00
Senior Planner.....	\$160.00
Planner IV.....	\$140.00
Planner III.....	\$125.00
Planner II.....	\$110.00
Planner I.....	\$90.00
Senior Landscape Architect.....	\$200.00
Landscape Architect II.....	\$165.00
Landscape Architect I.....	\$135.00
Arborist.....	\$140.00
Designer III.....	\$145.00
Designer II.....	\$135.00
Designer I.....	\$125.00
Chief Utility Coordinator.....	\$190.00
Senior Utility Coordinator.....	\$150.00
Utility Coordinator.....	\$110.00
Subsurface Utility Location Manager.....	\$140.00
Field Supervisor.....	\$90.00
Utility Designating/GPR.....	\$200.00
Survey Crew IV.....	\$250.00
Survey Crew III.....	\$200.00
Survey Crew II.....	\$150.00
Survey Crew I.....	\$100.00
Survey Static Laser Scanning.....	\$250.00
Survey Drone Crew.....	\$200.00
Impervious Coring >8".....	\$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface).....	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface).....	\$450.00/Each



Florida Bridge and Transportation, Inc.
Structural and Transportation Engineers

January 16, 2023

RE: FBT 2023 Billing Rates

The information below indicates the billing rates for Florida Bridge and Transportation, Inc. effective January 1, 2023.

Name	Title	2023 Billing Rate
Mark Niedermann, P.E.	Chief Engineer 2	\$297.00 per hour
Michael Hebert, P.E.	Chief Engineer 1	\$285.50 per hour
Bassel Kassem, P.E.	Project Manager 2	\$279.00 per hour
Juan Valenzuela, P.E.	Project Manager 1	\$257.50 per hour
Ed Severino, P.E.	Senior Engineer 1	\$226.50 per hour
Samrat De, P.E.	Senior Engineer 1	\$226.50 per hour
Josue Herrera, P.E.	Engineer 1	\$166.50 per hour
David Bancroft, P.E.	Engineer 1	\$166.50 per hour
Daniel Neidrauer, E.I.	Engineer Intern 2	\$133.00 per hour
Albert Bauman, E.I.	Engineer Intern 1	\$110.00 per hour
Jermain Lewis, JR, E.I.	Engineer Intern 1	\$110.00 per hour
Bryan Williams	Senior Designer	\$163.50 per hour
Cheryl McConnell	Senior Designer	\$163.50 per hour
Jessica Rivera	Contract Coordinator	\$104.50 per hour
Gabriel Oria	Graphic Artist	\$95.00 per hour

These rates apply to all projects.

Please feel free to contact me if you have any questions or comments.

Very truly yours,

Florida Bridge and Transportation, Inc.

Mark Niedermann, P.E.
President



Rate Schedule: PlanActive Studio shall be compensated for the actual Services provides at the following rates. The rates below include all labor costs, overhead, and profit.

Staff Classification/Title	Hourly Rate
Principal Planner	\$175.00



RATE SCHEDULE

PO BOX 547624 | ORLANDO, FL 32854 P | 407.374.9841

WWW.LAND-IMAGE.COM

POSITION	RATE
Principal 01	\$140
Landscape Architect 02	\$125
Landscape Architect 01	\$105
Landscape Designer 02	\$95
Landscape Designer 01	\$75
Urban Planner 02	\$115
Urban Planner 01	\$95
QA/QC Specialist	\$95
GIS Specialist 02	\$105
GIS Specialist 01	\$85
Graphic Artist 02	\$95
Graphic Artist 01	\$75
Administrative	\$65
Technician	\$50

Osiris 9

Position	Loaded Rate
Chief Engineer 1	\$ 248.22
Community Outreach Specialist	\$ 198.45
Design Intern	\$ 50.40
Engineer 1	\$ 141.75
Engineer 2	\$ 173.25
Engineering Intern	\$ 115.76
Engineering Technician	\$ 100.33
Project Manager	\$ 308.70
Secretary/Clerical	\$ 85.05
Senior Engineer 1	\$ 256.57
Senior Planner	\$ 140.18

EXHIBIT B
RFQ Q-23-01-COC

EXHIBIT C
Engineer's Response to RFQ Q-23-01-COC

WAIVER OF INSURANCE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement is entered into this ____ day of _____, ____ by and between the City of Cocoa, a Florida municipal corporation ("City"), and ("Contractor").

1. Contractor is providing traffic engineering services to the City pursuant to contract Q-23-01-COC-T1 dated _____ ("Services").

2. Contractor does not maintain the minimum liability insurance coverage required by City policy. Contractor understands that the City Manager has the right, on a case-by-case basis, to waive or modify the City's insurance requirements when it is not economically practical for Contractor to obtain coverage in compliance with City policy. Contractor willingly and voluntarily desires to contract with the City for the Services subject to the terms and conditions of this Agreement.

3. The City hereby agrees to reduce the minimum liability insurance coverage required to be obtained by Contractor for the Services as follows:

- a. Automobile Liability. The Contractor's subconsultant, PlanActive Studio LLC, shall maintain comprehensive automobile liability insurance in the minimum amount of \$50,000 per person / \$100,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage liability.
- b. This reduction will only be for this single subconsultant specified in section 3(a). No other waiver is granted. Contract specified insurance terms will be enforced on prime in all other cases.

4. In consideration of the City Manager's waiver or modification of the City's minimum liability insurance requirements set forth in paragraph 15.10 of the City's Financial Operations Manual, Contractor hereby agrees to be fully responsible for its own acts and omissions for the Services provided herein. In addition, Contractor hereby agrees, to the fullest extent permitted by law, on its own behalf and on the behalf of any and all derivative claimants and legal representatives of any and all types, nature, or relationship, to forever release and hold harmless the City, its officers, employees, agents and attorneys, and to indemnify the City and its officers, employees, agents, and attorneys, in both their official and individual capacities, from and against any and all claims, losses, damages, personal injuries (including death), or liability (including reasonable attorneys' fees) through all appeals, directly or indirectly resulting from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's Services.

The indemnification provided herein shall obligate Contractor to defend, at its own expense or to provide for such defense, at the sole option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the Services, whether the Services be performed by Contractor or by anyone directly or indirectly employed or hired by Contractor. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with the indemnification provided herein, as long as said fees are reasonable.

5. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law as to any third party liability claim against the City. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, as to any third party liability claim against the City, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the trial courts located in Brevard County, Florida, for state actions and Orlando, Florida, for federal actions, any objections as to jurisdiction or venue in such courts being expressly waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

City of Cocoa, Florida

Stockton Whitten, City Manager

Myra Planning and Design LLC


Myra Monreal, Manager

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: _____ City Bid Number: _____ AMOUNT: _____
Vendor Name: _____ Quote/Proposal Number: _____
Dept. Number/Division Name: _____
Project Name: _____ Project Number: _____

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : _____ Requested Amendment Amount: _____
Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____
Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Design is Construction Related: YES NO N/A Good Faith Estimate of Construction Value: _____
Documentation for Good Faith Estimate Attached and Valid: YES NO N/A
Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor

Department Director

***** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY *****

Task Order : Approved Refer to this Task # on all documentation: _____
Disapproved Council Approval Required: YES NO

Reason
Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed \$75K)

Mayor (Purchases that exceed \$75K)

- 1) Requestor: Completes form and forwards all supporting documentation to Department Director.
- 2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafll.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafll.org. If over \$75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafll.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.