



**AGENDA REPORT**  
**February 26, 2019**

**Approval Re: Construction Agreement and Lease Amendment with Fawn Lake Community Association, Inc. – District 1 (Fiscal Impact: Estimated at \$200,000)**

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**SUBJECT:**

Approval Re: Construction Agreement and Lease Amendment with Fawn Lake Community Association, Inc.

**FISCAL IMPACT:**

FY2019 - \$200,000 is budgeted in the District 1 MSTU Fund 1131/262110.

**DEPT/OFFICE:**

Public Works

**REQUESTED ACTION:**

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Construction Agreement and Lease Amendment with Fawn Lake Community Association, Inc. and approve any necessary Budget Change Requests associated with this action.

**SUMMARY EXPLANATION and BACKGROUND:**

The County was granted an easement for drainage canal maintenance over the Six Mile Creek which is located in part on property now owned by the Fawn Lake Community Association, Inc. In 1983, the County entered into a ninety-nine year lease agreement on lands now owned by the Association for a water retention pond. The terms of the lease required that the County construct the culvert pipe under what is now known as Fawn Lake Boulevard. The metal culvert pipe is now structurally failing and causing the road owned by the Association to fail. The lease between the parties is unclear as to the maintenance responsibility of the metal culvert pipe after the initial construction. The Association sought County assistance in replacing the failing metal culvert pipe under Fawn Lake Boulevard. Furthermore, the County desires a release of any maintenance responsibility for maintaining the culverts in the easement area now and into the future.

The Construction Agreement and Lease Amendment provides for the replacement of the failed culvert pipe and outlines the financial contribution by the Association and County. The County will provide the engineering and permitting services for the culvert pipe replacement. The Association will procure, at its own expense, a pre-fabricated concrete box culvert approved by the County. Furthermore, the County will perform the demolition;

installation of the box culvert, wing walls, and guardrails; and earthwork related to the culvert pipe replacement. The Association will reconstruct portions of Fawn Lake Boulevard to its original condition prior to the culvert pipe failure at their own expense. It is anticipated that the County's portion of the culvert replacement is approximately \$200,000.00. County forces from Road and Bridge Construction will be utilized for the culvert replacement work.

The Construction Agreement and Lease Amendment will also serve to amend the lease. The County and Association agree that the aforementioned easement does not create any maintenance obligations on the part of the County. The Association agrees that in exchange for the replacement of the culvert pipe under Fawn Lake Boulevard, the Association shall forever release the County from any liability and maintenance obligations for the box culvert, wing walls, earthwork, road surface and support over and under Fawn Lake Boulevard. The Association assumes all maintenance responsibility for all roadways, culverts (including over and under Amy Way), earthwork, and drainage improvements within the Fawn Lake Subdivision not designated as County Maintenance Areas in Attachment "B" of the Construction Agreement and Lease Amendment.

**CLERK TO THE BOARD INSTRUCTIONS:**

Return one fully executed Construction Agreement and Lease Amendment to the Public Works Department.

**ATTACHMENTS:**

**Description**

- **Construction Agreement and Lease Amendment**

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# **INITIAL CONTRACT REVIEW AND APPROVAL FORM**

## **SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b>	
<b>2. Fund/Account #:</b>	<b>3. Department Name:</b> Public Works
<b>4. Contract Description:</b> Construction Agreement and Lease Amendment (Fawn Lake HOA)	
<b>5. Contract Monitor:</b> Jeanette Scott	<b>7. Contract Type:</b>
<b>6. Dept/Office Director:</b> Dan Jones, Interim PW Director	USE AGREEMENT

## **SECTION II – REVIEW AND APPROVAL TO ADVERTISE**

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

## **SECTION III – REVIEW AND APPROVAL TO EXECUTE**

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

## **SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

February 27, 2019

**MEMORANDUM**

TO: Corrina Gumm, Interim Public Works Director

RE: Item F.12., Construction Agreement and Lease Amendment with Fawn Lake Community Association, Inc.

The Board of County Commissioners, in regular session on February 26, 2019, approved and authorized the Chair to execute the Construction Agreement and Lease Amendment with Fawn Lake Community Association, Inc. providing for the replacement of culvert pipe; and approved any necessary Budget Change Requests associated with this action. Enclosed is fully-executed Construction Agreement and Lease Amendment.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

## CONSTRUCTION AGREEMENT AND LEASE AMENDMENT

THIS AGREEMENT, made and entered into this 26 day of FEB. 2019 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD, COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and FAWN LAKE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation having a principal address of P.O. Box 173, Mims, Florida 32754, and its successor and assigns, hereinafter referred to as the "ASSOCIATION".

### WITNESSETH

WHEREAS, the COUNTY was granted an easement for drainage and water control system purposes over the Six Mile Creek as recorded in ORB 2208, Page 117, hereinafter referred to as "EASEMENT", which is located in part on property now owned by ASSOCIATION.

WHEREAS, the COUNTY entered into a ninety-nine (99) year lease agreement with option to renew for an additional ninety-nine (99) years, hereinafter referred to as "LEASE", for lands now owned by ASSOCIATION for water retention and drainage control purposes in 1983 as recorded in ORB 2411, Page 2048 and as recorded in ORB 2428, Page 0927 to correct the legal description; and

WHEREAS, the terms of the LEASE required the COUNTY to construct the culvert pipe under what is now known as Fawn Lake Boulevard.

WHEREAS, the metal culvert pipe constructed in the drainage canal for Fawn Lake Boulevard is structurally failing and causing the road owned by the ASSOCIATION to fail; and

WHEREAS, the ASSOCIATION seeks COUNTY assistance in replacing the failing metal culvert pipe under Fawn Lake Boulevard; and

WHEREAS, drainage canals are necessary to maintain historical drainage flow so as to prevent flooding; and

WHEREAS, the LEASE between the parties is unclear as to maintenance responsibility of the metal culvert pipe under Fawn Lake Boulevard after the required initial construction; and

WHEREAS, the COUNTY seeks clarification of the duties under the LEASE and seeks a release of any maintenance responsibility for maintaining the culverts in the EASEMENT area now and into the future; and

WHEREAS, COUNTY engineering staff has analyzed the culvert pipe under Fawn Lake Boulevard and found that replacement is the most reasonable alternative; and

NOW THEREFORE, in consideration of one dollar and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS: The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. PROJECT: The Project consists of the engineering, permitting, removal, and replacement of the failed metal culvert pipe under Fawn Lake Boulevard with a concrete box culvert and associated wing walls subject to the following:
  - a. COUNTY shall provide engineering and permitting for the work described below. Permits shall be obtained on behalf of and in the name of Fawn Lake Association. Association to sign permit documents as necessary.
  - b. ASSOCIATION shall procure a pre-fabricated concrete box culvert subject to the following requirements:
    - i. Provide engineered, signed and sealed shop drawings to be submitted to the COUNTY for review and approval.
    - ii. Box culvert to meet July 2018 FDOT Specifications and FDOT FY 2018-19 Standard Plans Indices 400-291 and 400-292.
    - iii. All box culvert materials are to be delivered to site and pass initial inspections by the COUNTY prior to being removed from the truck.
    - iv. Box culvert shall be constructed of Class IV (5500 PSI) concrete.
  - c. COUNTY shall demolish damaged pavement necessary to facilitate the construction of the Project at COUNTY'S sole determination and remove failed culvert pipe. Haul off debris and excess materials as necessary.
  - d. COUNTY shall install ASSOCIATION-provided precast concrete box culvert.
  - e. COUNTY shall furnish and install culvert wing walls.
  - f. COUNTY shall furnish and install guardrails
  - g. COUNTY shall backfill and compact box culvert with suitable onsite materials.
  - h. COUNTY shall fine grade roadway subgrade and stabilize surrounding area.
  - i. ASSOCIATION shall reconstruct portions of Fawn Lake Boulevard to its original condition prior to culvert pipe failure.
3. CONSTRUCTION OF PROJECT: The COUNTY agrees to undertake the replacement of the failed culvert pipe under Fawn Lake Boulevard with a concrete box culvert. ASSOCIATION will provide a box culvert at its own expense to COUNTY for construction of the Project as outlined in this Agreement. Financial contribution by the COUNTY for the Project is limited to the aforementioned items listed in Paragraph 2: a, c-h only.
4. BOX CULVERT: ASSOCIATION shall at its own expense purchase and provide a box culvert suitable for the construction of the Project as outlined in paragraph 2 above. Construction standards, specifications, and suitability of the box culvert shall be in the sole discretion of the Public Works staff of the COUNTY. ASSOCIATION will also allow COUNTY staff to coordinate the delivery date and delivery method of the box culvert to the Project location. COUNTY has reviewed engineering drawings for the previously manufactured box culvert the ASSOCIATION intends to purchase for this Project. COUNTY approves the box culvert attached as Attachment "A" to this Agreement so long as the box culvert is delivered to the Project site as set forth in paragraph 2.b.iii above. ASSOCIATION understands that time is of the essence in providing a suitable box culvert for construction. Should ASSOCIATION fail to timely provide a box culvert, or fail to provide a suitable or undamaged box culvert at the

discretion of COUNTY as directed by Public Works staff ASSOCIATION shall have 60 days to cure by acquiring a suitable replacement culvert. If ASSOCIATION fails to provide a suitable box culvert and COUNTY'S construction crew is mobilized and on-site constructing the project and such failure results in delay or demobilization of COUNTY'S work crew, ASSOCIATION shall be responsible to bear the cost of any such delay or remobilizations costs. Should ASSOCIATION fail to cure as provided above, COUNTY shall be relieved of the responsibility of constructing the Project but all amended terms in Paragraph 7 of this Agreement as to future maintenance and release of maintenance terms under LEASE shall stand.

5. PERMITTING: ASSOCIATION will cooperate with COUNTY staff, sign any required applications, and provide all necessary documentation to allow COUNTY to permit the new box culvert in the name of ASSOCIATION with St. Johns River Water Management District and any other necessary regulatory agencies.
6. ROADWAY PAVEMENT: ASSOCIATION understands and agrees that the reconstruction of Fawn Lake Boulevard after construction of the Project shall be the sole responsibility and expense of ASSOCIATION. ASSOCIATION further understands and stipulates that time is of the essence in reconstruction of Fawn Lake Boulevard as the box culvert, earthwork, and necessary support will not be stabilized by COUNTY in the Fawn Lake Boulevard roadway area after construction.
7. LEASE AMENDMENT: The parties hereby agree that the LEASE entered in ORB 2411, Page 2048 and as re-recorded in ORB 2428, Page 0927 to correct the legal description, shall be amended by recording of this CONSTRUCTION AGREEMENT AND LEASE AMENDMENT in the public records of Brevard County, Florida to reflect the following:
  - a. ASSOCIATION hereby agrees that the EASEMENT recorded in ORB 2208, Page 117 does not create any maintenance obligations on the part of the COUNTY.
  - b. The ASSOCIATION hereby agrees that in exchange for the replacement of the culvert pipe under Fawn Lake Boulevard under the terms herein, ASSOCIATION and its successor and assigns shall forever release COUNTY from any liability and maintenance obligations for the box culvert, wing walls, earthwork, road surface and support over and under Fawn Lake Boulevard.
  - c. The ASSOCIATION hereby agrees that in exchange for the replacement of the culvert pipe under Fawn Lake Boulevard under the terms herein, ASSOCIATION shall forever release COUNTY from any liability, replacement and maintenance obligations it may or may not have had for the culvert, end walls, earthwork, guardrail, road surface and support over and under Amy Way. ASSOCIATION stipulates and agrees that ASSOCIATION is solely responsible for repair of the culvert, earthwork, wing walls, road surface and support over and under Amy Way.
  - d. COUNTY shall continue maintenance of the drainage canal and retention pond which are subject of the original LEASE and EASEMENT as depicted in Attachment "B" as Brevard County Pond Maintenance Area and Brevard County Canal Maintenance Area, incorporated hereto, except any improvements or structures placed by ASSOCIATION or residents of ASSOCIATION. Attachment "B" shall in no way alter the legal descriptions of the LEASE area as recorded in

ORB 2411, Page 2048 and corrected in ORB 2428, Page 0927 nor the legal description of the EASEMENT area in ORB 2208, Page 117 but is solely provided to further define the maintenance responsibilities of the COUNTY.

- e. ASSOCIATION shall affirmatively assume all maintenance responsibility for all roadways, culverts, earth work, and drainage improvements within the Fawn Lake Subdivision not designated as County Maintenance Areas in Attachment "B".
  - f. ASSOCIATION shall make all necessary repairs and replacements to the drainage improvements under Fawn Lake Boulevard and Amy Way as soon as reasonably possible as and when necessary so as not to damage COUNTY drainage facilities or hinder drainage flow through EASEMENT. All necessary repairs or replacements shall be done according to the latest edition of the Florida Department of Transportation Standard Specifications and COUNTY requirements.
  - g. The ASSOCIATION shall provide the COUNTY with reasonable written notice of non-emergency repairs or replacements that would impair flow of water or could otherwise damage drainage structures within EASEMENT or LEASE area and shall provide plans and specifications for any such work as well as a written list of all contractors that will be performing work other than regular, routine maintenance for the ASSOCIATION pursuant to this Agreement. All repairs or replacement shall be subject to any applicable permitting requirements in effect at the time of the repair or replacement.
  - h. All other terms of LEASE not in conflict with this amendment shall remain in full force and effect.
8. INDEMNIFICATION AND INSURANCE. The ASSOCIATION agrees that it will indemnify and save harmless the COUNTY from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the COUNTY'S portion of the Project or the ASSOCIATION'S continued use, occupation, management or control of the Project area after construction of the Project, or any improvement placed thereon by the COUNTY or ASSOCIATION, or any equipment or fixtures used by the COUNTY or ASSOCIATION in connection with the Project. The ASSOCIATION agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the COUNTY in connection with any negligent, reckless, or intentional wrongful act or omission of the ASSOCIATION and persons employed or utilized by the ASSOCIATION as it relates to the Project, and that it will satisfy, pay and discharge any and all judgments that may be entered against the COUNTY in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. Nothing contained in this Agreement shall be construed as a waiver of the COUNTY'S right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on COUNTY'S potential liability under state or federal law.
- a. The ASSOCIATION shall include in any contract for work upon or involving the EASEMENT and LEASE areas that the contractor shall indemnify and hold harmless ASSOCIATION and the COUNTY from liabilities, damages, losses and costs, including but not limited to attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract.



9. WARRANTY: Notwithstanding section 8 above, COUNTY shall warranty against defects in workmanship of the in-house design, engineering, and construction of the portions of the Project performed solely by the COUNTY for one (1) year from the date of substantial completion of the COUNTY'S portion of the Project. The COUNTY shall notify ASSOCIATION upon substantial completion of COUNTY'S portion of the Project. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The COUNTY shall not be required to do normal maintenance work under this warranty provision. This warranty specifically excludes any defects directly or indirectly caused by the box culvert procured by ASSOCIATION. This warranty shall apply only to such deficiencies as to which ASSOCIATION shall have given written notice to the COUNTY, as outlined in the notice provisions of this Agreement within the one (1) year period. Such notice must be given to COUNTY prior to any corrective action being taken by ASSOCIATION. The only remedy available to ASSOCIATION under this warranty is repair or replacement of the defective work performed by COUNTY. COUNTY shall have sole discretion to determine whether any repair or replacement shall be performed by COUNTY staff or outside contractors. This warranty does NOT authorize ASSOCIATION to contract for repairs and then seek reimbursement through a warranty claim with the COUNTY. Any outside repairs shall be at sole cost to the ASSOCIATION. ASSOCIATION understands and agrees that the aforementioned warranties are in lieu of all other warranties whether express or implied at law and with exception of the warranty expressly provided herein, all other warranties are waived. At least 30 days prior to the expiration of the warranty period, and on a date of the COUNTY'S choice during normal business hours, ASSOCIATION shall provide COUNTY staff access to the Project site to inspect and document the condition of the Project. COUNTY will provide engineering plans upon request to allow ASSOCIATION to perform due diligence and retain a licensed professional engineer of ASSOCIATION'S own choosing to review said plans prior to construction. ASSOCIATION will bear the cost of any such review. Any such review shall not delay the start of the Project. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.
10. RIGHT OF ENTRY. The COUNTY or its agents may enter in and on the ASSOCIATION property at any reasonable time for the purpose of inspecting such property, constructing the agreed upon improvements, or performing other duties as are required by law or by the terms of this Agreement. ASSOCIATION will be responsible for providing COUNTY a means of continuous access through the security gate during the construction of the Project.
11. ASSIGNABILITY. The ASSOCIATION shall not assign its responsibilities under this Agreement without the prior written consent of the COUNTY. In the event the ASSOCIATION does assign this Agreement, the ASSOCIATION and any such assigns shall be jointly and severally responsible for the ASSOCIATION'S responsibilities under this Agreement.
12. INDEPENDENT CONTRACTOR. The ASSOCIATION shall perform any services under this Agreement as an Independent Contractor and nothing herein shall be construed


to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to constitute that the ASSOCIATION or any of its agents or employees to be the agent, employee or representative of the COUNTY.

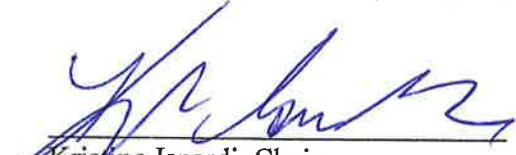
13. RIGHT TO AUDIT RECORDS: In performance of this Agreement, the ASSOCIATION shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the ASSOCIATION in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The ASSOCIATION shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the ASSOCIATION by the COUNTY in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the COUNTY in a format compatible with the information technology systems of the COUNTY.
14. NOTICE. Notice under this Agreement shall be given to the:  
  
Brevard County Public Works Department  
Attn: Support Services Manager  
2725 Judge Fran Jamieson Way, Bldg. A-201  
Viera, Florida 32940  
  
FAWN LAKE COMMUNITY ASSOCIATION, INC.  
P. O. Box 173  
Mims, Florida 32754
15. WAIVER. The waiver by the COUNTY of any of the ASSOCIATION's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the ASSOCIATION under this Agreement.
16. ATTORNEY'S FEES AND NON-JURY TRIAL: In connection with any litigation, including appellate proceedings, arising out of or under this Agreement, each party shall bear its attorneys' fees and costs and any trial shall be non-jury.
17. GOVERNING LAW. This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida.
18. VENUE. The venue of any litigation arising out of this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

DONE, ORDERED and ADOPTED in Regular Session this 26 day of FEB. 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

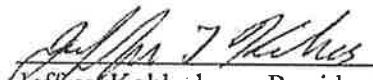
  
\_\_\_\_\_  
Scott Ellis, Clerk

  
\_\_\_\_\_  
Kristine Isnardi, Chair  
As approved by the Board on 2/26/19

REVIEWED FOR LEGAL  
FORM AND CONTENT:

\_\_\_\_\_  
Assistant County Attorney

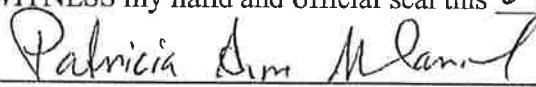
FAWN LAKE COMMUNITY ASSOCIATION,  
INC.

  
\_\_\_\_\_  
Jeffrey Kohlscheen, President  
February 6, 2019 Date

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME personally appeared Jeffrey Kohlscheen, who provided identification or is personally known to me, who executed the foregoing Agreement, and they acknowledged before me that they executed the same for the purposes described therein.

WITNESS my hand and official seal this 6 day of February, 2019.

  
\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires \_\_\_\_\_



PATRICIA ANNE MCDANIEL  
Commission # GG 173429  
Expires January 21, 2022  
Bonded thru Budget Notary Services

## CERTIFICATE


I, the undersigned, Jeffrey Kohlscheen, do HEREBY CERTIFY that the following is a true and correct statement of resolutions adopted by Consent of the Board of Directors of Fawn Lake Community Association, Inc., on February 6, 2019 and the action taken has not in any manner been rescinded or modified, and that this Agreement has been approved and executed with the formalities required by governing documents of Association.

### APPROVAL OF AGREEMENT

RESOLVED, that the Agreement between Fawn Lake Community Association, Inc. and the Board of County Commissioners of Brevard County, Florida, appended hereto and by reference made a part hereof is hereby approved by the Association.

FURTHER RESOLVED, that the President or Vice President, as well as other appropriate officers of this Association, are empowered to execute any and all documents, and/or instruments, to effect the purposes of the above Resolution.

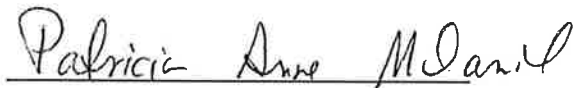
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said ASSOCIATION this 6 day of February, 2019.

  
Jeffrey Kohlscheen, President  
Fawn Lake Community Association, Inc.

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day personally appeared before me Jeffrey Kohlscheen, who provided identification or is personally known to me, who signed the foregoing Certificate as such officer, and acknowledged the execution thereof to be his free act and deed on behalf of Fawn Lake Community Association, Inc. that he affixed thereto the official seal of Association; and that as such officer, he is duly authorized to do so.

WITNESS my signature and official seal this 6 day of February 2019.



Notary Public, State of Florida  
My Commission Expires \_\_\_\_\_



PATRICIA ANNE MCDANIEL  
Commission # GG 173429  
Expires January 21, 2022  
Bonded Title Budget Notary Services

Attachment "A"

<b>REYNOLDS, SMITH AND HILLS, INC.</b> <small>ATTENTION: This approval stamp is the responsibility of the reviewer. It is not to be used as a substitute for the shop drawings of materials. Review of shop drawings is required to verify conformance with the design intent of the project and does not include the construction of materials. The reviewer must verify the dimensions of the materials and ensure that the materials are in accordance with the project specifications. The reviewer must also verify that the materials are in accordance with the project specifications. The reviewer must also verify that the materials are in accordance with the project specifications.</small>	
<b>SHOP DRAWING REVIEW CERTIFICATION</b>	
<input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> NOT APPROVED	<input type="checkbox"/> RETURNED FOR CORRECTION <input type="checkbox"/> RETURNED WITHOUT ACTION <input type="checkbox"/> SEE TRANSMITTAL LETTER <input type="checkbox"/> COMMENTS
BY: <u>          </u> JLI DATE: <u>08/26/13</u> SD NO: <u>          </u> OCDE: <u>          </u> <small>Architect/Engineer</small>	

Oldcastle Precast, Inc.  
 5995 Soutel Drive  
 Jacksonville, FL 32219  
 Phone: 904 768 7081  
 Fax: 904 768 8428

RELEASED FOR CONSTRUCTION  
 BY:            10/1/13

PRECAST CONCRETE DESIGN CALCULATIONS FOR:  
 PROJECT: I-95 Overland Bridge Replacement  
 CUSTOMER: Archer Western  
 (6'X5' BOX CULVERT)

SALES ORDER #: 88631  
 SUBMITTAL DATE: 9/23/2013



**Design Notes for Reviewing Engineer:**

- Box Culvert was designed using BOXCAR ver. 3.0.38
- Hydraulic Opening was slightly modified to account for 8" haunches on the 4 corners
- Per Section 410-4.1.3 of the 'Florida Department of Transportation 2013 Standard Specifications', we're allowed to modify our design and use different design programs as long as they are done using the same AASHTO Design Specification, live load, fill height, min. concrete class & concrete cover as shown on the contract documents.

<input checked="" type="checkbox"/> No Exceptions Taken <input type="checkbox"/> Make Corrections Noted <input type="checkbox"/> Revise and Resubmit	
<small>Review of shop drawings or submittals by Brevard County is for general conformance with the requirements of the contract documents. The Contractor and EOR are responsible for verifying dimensions, inverts, and all other plan requirements prior to fabrication. Review of shop drawings or submittals by Brevard County shall not relieve the EOR and Contractor from responsibility for errors, omissions, or defects in the drawings or products.</small>	

Brevard County Comments:  
 1. Approval restricted to 14 boxes of BC-16 sections.  
 2. Precast QC inspection reports to be provided to the County.

**REYNOLDS, SMITH AND HILLS, INC.**

ATTENTION: The approval is limited to the requirements of the contract for which the engineer acted on the shop drawing and sample. Review of shop drawing or sample is only for conformance with the design of the project and does not relieve the contractor of responsibility for any deviation from the requirements of the contract documents nor from responsibility for errors or omissions in the shop drawings or samples. Contractor shall coordinate and verify all dimensions, materials, quantities, and construction details, materials, methods, and construction details. Check and coordinate each shop drawing and sample with the requirements of the contract documents.

**SHOP DRAWING REVIEW DISPOSITION**

☒ APPROVED ☐ RETURNED FOR CORRECTION  
☐ APPROVED AS NOTE ☐ RETURNED WITHOUT ACTION  
☐ NOT APPROVED ☐ SEE TRANSMITTAL LETTER  
 COMMENTS

BY JL DATE 10/18/13 SD NO. 00017  
 Architect/Engineer

Oldcastle Precast, Inc.  
 5995 Soutel Drive  
 Jacksonville, FL 32219  
 Phone: 904 768 7091  
 Fax: 904 768 8428

RELEASED FOR CONSTRUCTION  
 BY [Signature] DATE 10/21/13

PRECAST CONCRETE DESIGN CALCULATIONS FOR:  
 PROJECT: I-95 Overland Bridge Replacement  
 CUSTOMER: Archer Western  
 (Special 7'X5' BOX CULVERT)

SALES ORDER #: 88631  
 SUBMITTAL DATE: 9/27/2013



Page Not Used

**Design Notes for Reviewing Engineer:**

1. Box Culvert was designed using BOXCAR ver. 3.0.38
2. Hydraulic Opening was slightly modified to account for 8" haunches on the 4 corners
3. Per Section 410-4.1.3 of the 'Florida Department of Transportation 2013 Standard Specifications', we're allowed to modify our design and use different design programs as long as they are done using the same AASHTO Design Specification, live load, fill height, min. concrete class & concrete cover as shown on the contract documents.

ARCHER WESTERN CONSTRUCTION  
 JACKSONVILLE, FLORIDA  
 Project: OVERLAND BRIDGE REPLACEMENT  
 Date: 10-17-13

APPROVED AS SUBMITTED	<input checked="" type="checkbox"/>
APPROVED AS NOTED	<input type="checkbox"/>
RETURNED FOR CORRECTION	<input type="checkbox"/>
REJECTED - SEE REMARKS	<input type="checkbox"/>

IT TELL "O" this approval is intended to require the contractor to correct for any deficiencies and action in the shop drawing and samples. However, the drawings or samples is a further performance with the design of the project and does not relieve the contractor of responsibility for any failure in the requirements of the contract. The contractor has to make any changes or corrections in the shop drawings or samples. Contractor shall be responsible for all field measurements, field observations, and materials, quantities, and similar data. Check and coordinate each shop drawing and sample with the requirements of the work and of the contract documents.

### SHOP DRAWING REVIEW DISPOSITION

☒ APPROVED      ☐ RETURNED FOR CORRECTION  
☐ APPROVED AS NOTE    ☐ RETURNED WITHOUT ACTION  
☐ NOT APPROVED         ☐ SEE TRANSMITTAL LETTER

COMMENTS

BY JL DATE 10/18/13 SD NO. 00017  
Architect/Engineer

**Oldcastle Precast, Inc.**  
5995 Soutel Drive  
Jacksonville, FL 33219  
Phone: 904 768 7081  
Fax: 904 768 8429

RELEASED FOR CONSTRUCTION  
BY: La. 10/12/13

PRECAST CONCRETE DESIGN CALCULATIONS FOR:  
PROJECT: I-95 Overland Bridge Replacement  
CUSTOMER: Archer Western  
(7'X5' BOX CULVERT)

SALES ORDER #: 88631  
SUBMITTAL DATE: 9/27/2013



DESIGN CALCULATIONS FOR:  
and Bridge Replacement  
Western

31  
27/2013

JOSE SALASAR  
LICENSE  
No. 75902  
STATE OF  
NEW MEXICO  
27/2013

Page Not Used

ew Engineering

Design Notes for Reviewing Engineer

1. Box Culvert was designed using BOXCAR ver. 3.0.38
  2. Hydraulic Opening was slightly modified to account for 8" haunches on the 4 corners
  3. Per Section 410-4.1.3 of the 'Florida Department of Transportation 2013 Standard Specifications', we're allowed to modify our design and use different design programs as long as they are done using the same AASHTO Design Specification, live load, fill height, min. concrete class & concrete cover as shown on the contract documents.
  4. Design was also checked for a 22.5 degree skew and it works for the reinforcement shown
- ARCHER WESTERN CO

ARCHER WESTERN CONSTRUCTION  
JACKSONVILLE, FLORIDA  
Project: THE LAND AND OCEAN REEF ACT 92  
Date: 10-17-93

APPROVED AS SUBMITTED	<input checked="" type="checkbox"/>	HP
APPROVED AS NOTED	<input type="checkbox"/>	
RETURNED FOR CORRECTION	<input type="checkbox"/>	



Oldcastle Precast, Inc.

8884 HUNTER DRIVE  
JACKSONVILLE, FL 32219

PHONE(904)788-7081 FAX(904)788-8428

ARCHER WESTERN CONSTRUCTION  
JACKSONVILLE, FLORIDA

Project: OVERLAND BRIDGE REPLACEMENT  
Date: 10-14-13

APPROVED AS SUBMITTED	<input checked="" type="checkbox"/>	HS
APPROVED AS NOTED	<input type="checkbox"/>	
RETURNED FOR CORRECTION	<input type="checkbox"/>	
REJECTED - SEE REMARKS	<input type="checkbox"/>	

DESIGN NOTES:

1. DESIGN LOADING
  - 1.1 AASHTO LRFD HL-93
  - 1.2 SOIL WEIGHT = 120PCF
  - 1.3 DEPTH OF OVERBURDEN:
    - 1.3.1 SECTION 1: 29'
    - 1.3.2 SECTION 2-6: 5' MIN, 6' MAX.
    - 1.3.3 SECTION 7: 4'-3"
  - 1.4 LATERAL PRESSURE COEFFICIENT MIN 0.5 MAX 0.75
2. CONCRETE 28 DAY COMPRESSIVE STRENGTH SHALL BE 5,500 PSI (MIN)
3. STEEL REINFORCEMENT: REBAR, ASTM A-615 GRADE 60
4. CEMENT: ASTM C-150 SPECIFICATIONS
5. BEARING SURFACE SHALL BE PREPARED IN ACCORDANCE WITH PROJECT REQUIREMENTS (IE COMPACTED AND UNIFORM).
6. PRECAST DESIGNED FOR HL-93 HIGHWAY TRAFFIC. PRECAST NOT DESIGNED FOR HEAVY CONSTRUCTION EQUIPMENT EXCEEDING THE AASHTO HL-93 TRUCK LOADING NOTED HEREIN. CONTRACTOR SHALL CONTACT OLDCASTLE PRECAST ENGINEER PRIOR TO DRIVING ANY HEAVY CONSTRUCTION EQUIPMENT/ VEHICLES EXCEEDING THESE DESIGN LOADS.
7. ENVIRONMENTAL CLASS - EXTREMELY AGGRESSIVE 3" CLR. COVER ON ALL REBAR
8. IF REQUIRED CONTRACTOR SHALL PROVIDE LINK SLAB (DESIGNED, PROVIDED AND INSTALLED BY OTHERS).
9. C.I.P. TRANSITION, & FILTER FABRIC OR JOINT WRAP BY OTHERS
10. HOLES IN SIDE OF BOX CULVERT ARE MEASURED FROM BOX CULVERT INVERT.
11. CULVERT DESIGN MEETS OR EXCEEDS REQUIREMENTS PER FDOT STANDARD INDEX 291 & 292.
12. ALL OPENINGS SHALL BE FILLED WITH 3000 PSI (MIN) CONCRETE/ GROUT TIGHT AROUND PIPE FOR FULL THICKNESS OF CULVERT WALL TO ENSURE TRANSFER OF ALL VERTICAL LOADS.
13. 2500 PSI MINIMUM CONCRETE STRIPPING STRENGTH

PROJECT:

FDOT 213304-3-52-01  
I-95 OVERLAND BRIDGE REPLACEMENT  
6'X5' AND 7'X5' MONOFORM CULVERTS  
JACKSONVILLE, FLORIDA

ENGINEER OF RECORD:

REYNOLDS, SMITH, and HILLS, INC.  
10748 BERNWOOD PARK BLVD. SOUTH  
JACKSONVILLE, FL 32218-0097

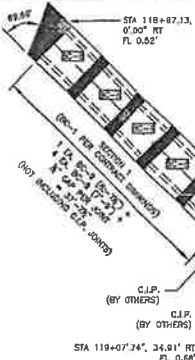


DRAWING SCHEDULE

SHEET NO.	DESCRIPTION	REVISIONS	
		REV. NO.	DATE
1	COVER	A	9/26/2013
2	LAYOUT	A	9/26/2013
3-10	REINFORCING SUMMARIES	A	9/26/2013
11	DETAILS & WATERWAY AREAS	A	9/26/2013

THIS DOCUMENT IS THE PROPERTY OF OLDCASTLE PRECAST INC. IT IS LOANED TO ARCHER WESTERN CONSTRUCTION FOR THE PROJECT OF OVERLAND BRIDGE REPLACEMENT. IT IS TO BE RETURNED TO OLDCASTLE PRECAST INC. AT THE PROJECT'S COMPLETION. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM OLDCASTLE PRECAST INC.	
I-95 OVERLAND BRIDGE REPLACEMENT SECTION 1 - COVER SHEET FOOT 213304-3-52-01 JACKSONVILLE, FLORIDA	
DATE: 10/14/13	
ARCHER WESTERN	
DATE: 10/14/13	DATE: 10/14/13
BY: JSC	BY: JSC
CHECKED: JSC	CHECKED: JSC
DESIGNED: JSC	DESIGNED: JSC
REVISED: 1 OF 11	





Manholes shall be shown on the shop drawings. All manholes and risers will be Type 8 manholes per the FDOT Standard Index No. 201. See BC Plans. Manholes shall not be placed on segment joints or at locations where CIP closure pours and precast segments join. For Section BC-1 & BC-2 place the manhole in the middle of the first BC-7 segment in Section 2.



ARCHER WESTERN CONSTRUCTION  
JACKSONVILLE, FLORIDA  
Project: OVERLAND BRIDGE REPLACEMENT  
Date: 10.17.13

APPROVED AS SUBMITTED	✓
APPROVED AS NOTED	
REMARKS FOR CORRECTION	
REJECTED-SEE REMARKS	

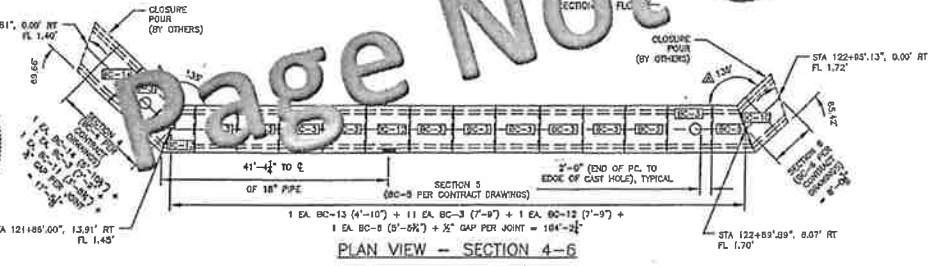
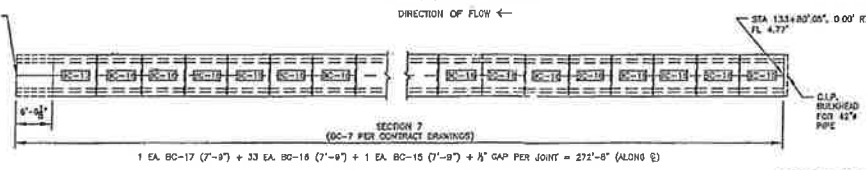


TABLE OF UNITS				
MARK	QTY	LENGTH (L)	VOLUME (CUYD)	WEIGHT (LBS)
BC-1	1	6'-7 7/8"	0.21	20327
BC-2	22	7'-4"	8.88	33728
BC-3	1	3'-8 3/4"	2.91	11333
BC-4	2	5'-9 1/2"	8.26	30710
BC-5	1	7'-8"	8.87	33746
BC-6	1	7'-5 1/4"	8.62	32764
BC-7	1	7'-9"	7.62	28329
BC-8	1	8'-7 1/2"	8.81	34877
BC-9	1	3'-8 3/4"	2.81	11333
BC-10	1	3'-8 3/4"	2.81	11333
BC-11	1	7'-9"	6.06	22723
BC-12	1	4'-10"	3.50	12900
BC-13	1	8'-10 1/2"	4.59	17070
BC-14	1	7'-9"	8.83	33041
BC-15	1	7'-9"	8.83	33041
BC-16	1	7'-9"	8.83	33041
BC-17	1	7'-9"	8.83	33041



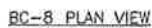
**Oldcastle Precast**

1-88 OVERLAND BRIDGE REPLACEMENT  
SUBMITTAL - LAYOUT  
FOOT BRIDGE REPLACEMENT  
JACKSONVILLE, FLORIDA

ARCHER WESTERN

REV	DATE	BY	CHKD	APP'D	DESCRIPTION
1	10/17/13	AW	AW	AW	PRELIMINARY LAYOUT FOR CC

Page Not Used



(8) SPACES  
@ 12"00



1-95 OVERLAND BRIDGE REPLACEMENT  
SUBMITTAL - SECTION 1 REQUIREMENT SCHEDULE  
FDOT #213394-J-52-01  
JACKSONVILLE, FLORIDA

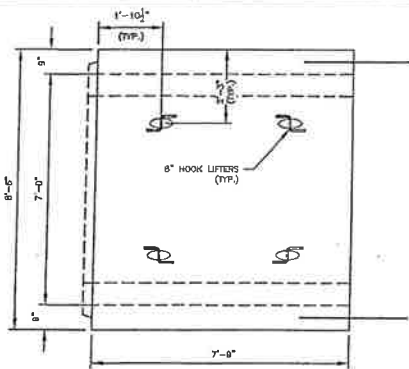
ARCHER WESTERN

DATE 8/29/73	DATE JC	DATE JCS	DATE J3	DATE J5	DATE J6
SUBJECT BRITISH PS-01 CASE NO. 00				DATE 8/29/73	DATE 8/29/73
				DATE 8/29/73	3 OF 11

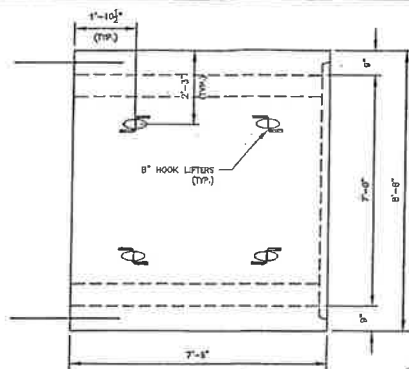
ARCHER WESTERN CONSTRUCTION  
JACKSONVILLE, FLORIDA BC-  
Project: OUTER MARSHES REPLACEMENT  
Date: 10-17-13

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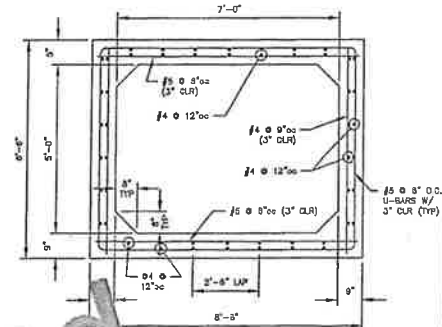




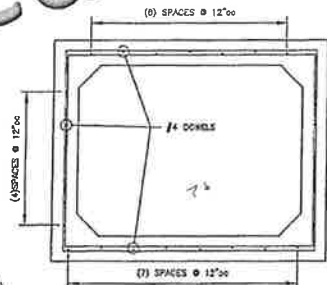
BC-1 PLAN VIEW



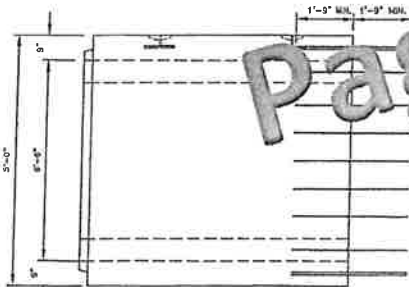
BC-14 PLAN VIEW



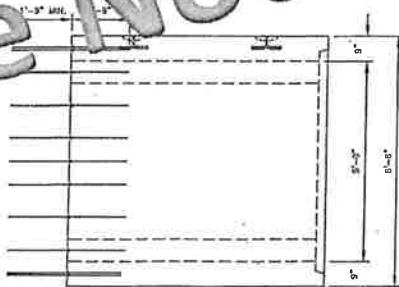
REINFORCING SECTION VIEW  
(BAR COVER = 3" MIN.)



END VIEW



BC-1 ELEVATION VIEW



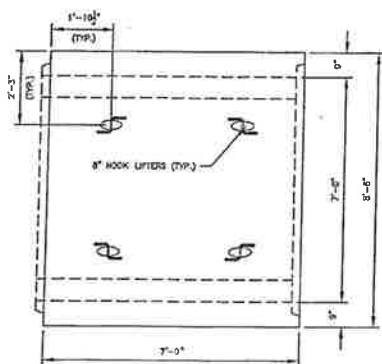
BC-14 ELEVATION VIEW

ARCHER WESTERN CONSTRUCTION  
JACKSONVILLE, FLORIDA  
Project: OVERLAND BRIDGE REPLACEMENT  
Drawn: 10-17-13

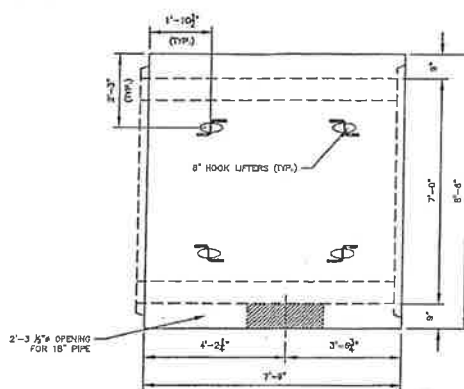
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REJECTED - SEE REMARKS	<input type="checkbox"/>	



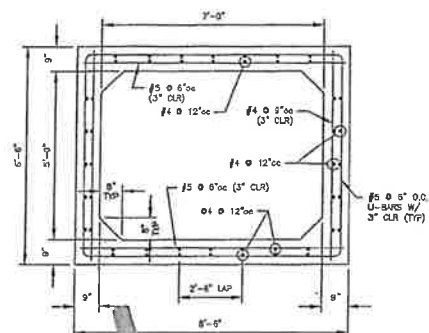
<b>Oldcastle Precast</b>	
135 OVERLAND BRIDGE REPLACEMENT SECTION 3.4 REINFORCEMENT SCHEDULE PROJECT NO. 135-12-11 JACKSONVILLE, FLORIDA	
ARCHER WESTERN	
DATE: 9/27/13	BY: JCS
REVISION: 1	REVISION: 1
PROJECT: 135-12-11	DATE: 9/27/13



BC-3 PLAN VIEW

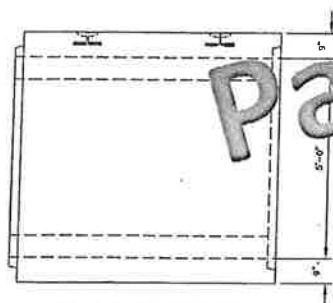


BC-12 PLAN VIEW

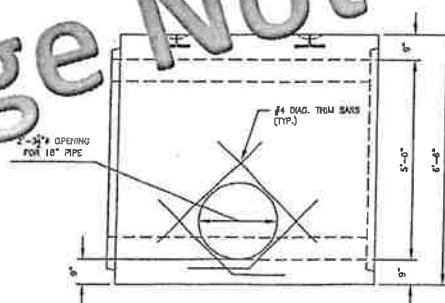


REINFORCING SECTION VIEW

MIN. COVER = 3" U.N.O.



BC-3 ELEVATION VIEW



BC-12 ELEVATION VIEW

ARCHER WESTERN CONSTRUCTION  
JACKSONVILLE, FLORIDA  
Project: OVERLAND BRIDGE REPLACEMENT  
Date: 10-17-13

APPROVED AS SUBMITTED	<input checked="" type="checkbox"/>
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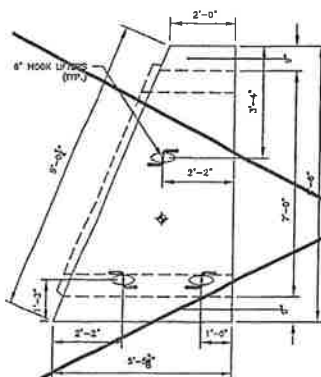


9/27/2013

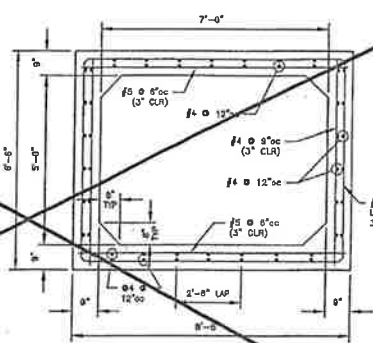


195 OVERLAND BRIDGE REPLACEMENT  
SURFICIAL - SECONDARY, 14.4 S HIGHWAY 170  
JACKSONVILLE, FLORIDA

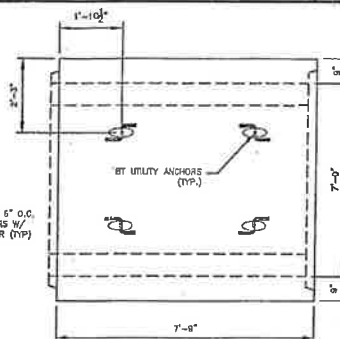
DATE	BY	CHKD	DESIGNED	REVIEWED	DATE
9/27/13	JS	JS	JS	JS	9/27/13
REVISION	NO.	DESCRIPTION	BY	DATE	
1	1	REVISED FOR 18" PIPE	JS	9/27/13	



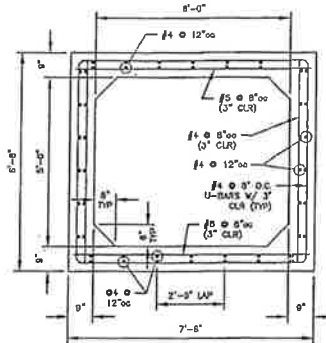
BC-10 PLAN VIEW



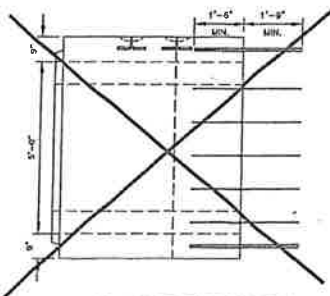
BC-10 REINFORCING  
SECTION VIEW  
(BAR COVER = 3" U.N.D.)



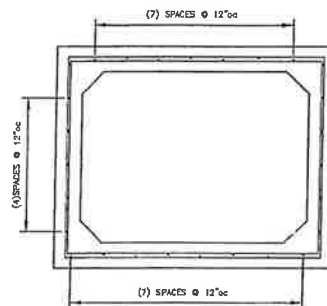
BC-16 PLAN VIEW



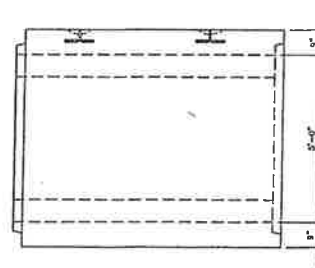
BC-16 REINFORCING  
SECTION VIEW  
(BAR COVER = 3" U.N.D.)



BC-10 ELEVATION VIEW



END VIEW



BC-16 ELEVATION VIEW

ARCHER WESTERN CONSTRUCTION  
JACKSONVILLE, FLORIDA  
Project: OVERLAND BRIDGE REPLACEMENT  
Date: 10.17.13

APPROVED AS SUBMITTED	✓	PF
APPROVED AS NOTED		
RETURNED FOR CORRECTION		
REJECTED - SEE REMARKS		



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ARCHER WESTERN			
DATE	BY	REVISION	DESCRIPTION
10/17/13	PF	1	ISSUED
		2	REVISED
		3	REVISED

(REVISIONS) FOR ARCHER WESTERN

Diagram showing a 4-D-81 CWP with 9-50 CWP (Stagger to fit). The diagram illustrates the staggered connection between the two components, with dimensions 3/4" and 1/2" indicated.

Diagram illustrating the closure pour detail. The closure pour is 2'-0" wide. The filter fabric is centered about the closure pour on the soil side of the culvert (by others). The filter fabric is 4'-0" wide.

2'-0" WIDE STRIP OF FILTER FABRIC CENTERED ABOUT JOINT ON SOIL SIDE OF CULVERT (BY OTHERS)

1'-6"

34.11  
20. ft.

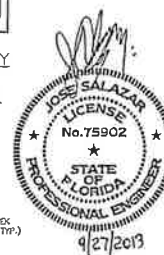
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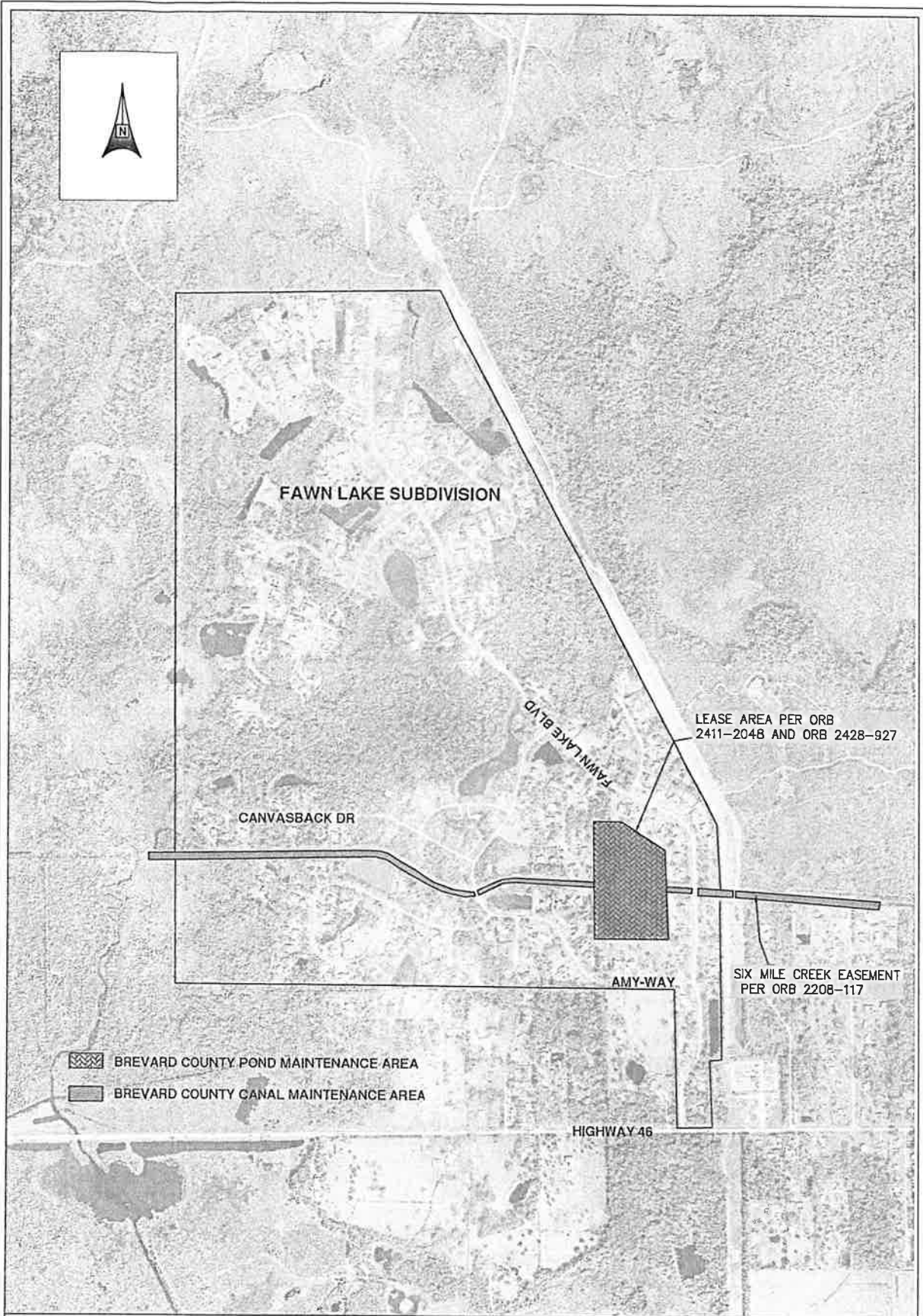
WATERWAY  
AREA  
SECTION  
2-6

29.11  
50. FT.

WATERWAY  
AREA  
SECTION  
7

APPROVED AS SUBMITTED	<input checked="" type="checkbox"/>	HP
APPROVED AS NOTED	<input type="checkbox"/>	
RETURNED FOR CORRECTION	<input type="checkbox"/>	
REJECTED - SEE REASONS	<input type="checkbox"/>	





PREPARED BY: PUBLIC WORKS ENGINEERING DEPARTMENT  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
2725 JUDGE FRAN JAMESON WAY, RM. 204, BLDG. A, VIERA, FL 32940  
Ph. (321) 637-5437, Fx. (321) 633-2083



ATTACHMENT "B"  
BREVARD COUNTY MAINTENANCE LIMITS

DATE:  
OCT 2018