



AGENDA REPORT  
July 9, 2019

**Approval Re: Interlocal Agreement with Town of Melbourne Village for  
Dayton Boulevard Culvert Replacement – District 5**

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**SUBJECT:**

Approval Re: Interlocal Agreement with Town of Melbourne Village for Dayton Boulevard Culvert Replacement – District 5

**FISCAL IMPACT:**

Project Costs Estimated at \$310,000 to be Reimbursed by the Town.

**DEPT/OFFICE:**

Public Works

**REQUESTED ACTION:**

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Interlocal Agreement with Town of Melbourne Village for Dayton Boulevard Culvert Replacement. It is further requested that the Board approve any necessary Budget Change Requests associated with this action.

**SUMMARY EXPLANATION and BACKGROUND:**

Presently, the culvert pipe constructed in the drainage canal under Dayton Boulevard, located in the incorporated area of the Town of Melbourne Village, is structurally failing. The Town has ownership and maintenance responsibilities over the culvert pipe and roadway. The Town seeks County assistance in replacing the failing metal culvert pipe under Dayton Boulevard with a box culvert. The Town will provide all of the costs associated with the project, including engineering, permitting and construction. The Town will deposit with the County the amount of \$74,775.00 within fifteen business days of the Notice to Proceed issuance to the engineering consultant for the work described in Attachment "A" of the Interlocal Agreement.

Prior to completion of the engineering, the construction cost estimate will be updated. If the construction estimate is below the then-current threshold amount set forth in section 255.20(2), Florida Statutes, then the construction will be performed by County forces from Public Works Road and Bridge Construction. Construction activities consist of demolition, installation of the box culvert, wing walls construction, earthwork, and roadway reconstruction. The Town will deposit with the County an amount equal to twenty-five percent of the construction cost estimate prior to construction commencement by County forces. Thereafter, the County will invoice the Town on a monthly basis for the value of

the work performed the prior month less the deposit proration as reimbursement of the construction costs. If the construction estimate exceeds the then-current threshold amount, then the Town will competitively award the construction of the project.

The terms and conditions of this partnership are established in the Interlocal Agreement. The Town authorized approval of the Interlocal Agreement at their May 28, 2019 Commission meeting.

**CLERK TO THE BOARD INSTRUCTIONS:**

Return executed Interlocal Agreement to the Public Works Department for recordation with the Clerk of the Circuit Court.

**ATTACHMENTS:**

**Description**

- **Interlocal Agreement with Town of Melbourne Village - Dayton Boulevard Culvert Replacement**



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

July 10, 2019

**M E M O R A N D U M**

**TO:** Corinna Gumm, Interim Public Works Director

**RE:** Item F.22., Interlocal Agreement with Town of Melbourne Village for Dayton Boulevard Culvert Replacement

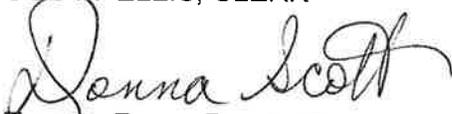
The Board of County Commissioners, in regular session on July 9, 2019, approved and authorized the Chair to execute Interlocal Agreement with Town of Melbourne Village for Dayton Boulevard Culvert Replacement; and approved any necessary Budget Change Requests associated with this action. Enclosed are two fully-executed Interlocal Agreements.

**Upon recordation, please return the recorded Interlocal Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for*   
Donna Scott  
for Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Contracts Administration  
Finance  
Budget

**INTERLOCAL AGREEMENT**  
(Dayton Boulevard Culvert Replacement)

This Interlocal Agreement, is made 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 the Town of Melbourne Village, Brevard County, Florida, hereinafter referred to as "Town".

**Whereas**, the culvert pipe constructed in the drainage canal under Dayton Boulevard, located in the incorporated area of the Town, is structurally failing; and

**Whereas**, the Town has ownership and maintenance responsibilities over said culvert pipe and roadway; and

**Whereas**, the Town seeks County assistance in replacing the failing metal culvert pipe under Dayton Boulevard with a box culvert, hereinafter referred to as the "Project."

**Now Therefore**, the County and Town covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

**Section 1- Recitals**

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

**Section 2 - Statutory Authority**

This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163, Part 1, 2013.

**Section 3 - Project**

The Project consists of the engineering, permitting, removal, and replacement of the failed culvert pipe under Dayton 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. The Project will be designed in accordance with the Proposal from Hanson Professional Services Inc. ("Consultant") dated June 3, 2019, which is attached as Attachment "A", incorporated and specifically made a part of this Agreement. County shall make available to the Town all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, reports, or other tangible work product produced, originally developed, or submitted to County by Consultant pursuant to this Agreement. Should the Town be required to competitively bid the Project, the County shall assign to the Town all rights without limitation to utilize Consultant's work

produced pursuant to this Agreement for all purposes related to bidding, permitting, and construction of the Project. The County assumes no liability or legal exposure for the Town's use of such documents or materials.

- b. 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.
- c. County shall install the concrete box culvert and wing walls.
- d. County shall backfill and compact box culvert with suitable materials.
- e. County shall fine grade roadway subgrade and stabilize surrounding area.
- f. County shall reconstruct portions of Dayton Boulevard to its original condition prior to culvert pipe failure.

#### **Section 4 - Financial Contribution of the Project**

The Town shall provide 100% of the costs associated with the Project, including engineering, permitting and construction. The Town shall deposit with the County the amount of \$74,775.00, within fifteen business days of the Notice to Proceed issuance by the County to the engineering consultant for the work described in Attachment "A".

Prior to completion of the engineering, the construction cost estimate shall be updated. If the construction estimate is below the then-current threshold amount set forth in section 255.20(2), Florida Statutes, then the construction will be performed by County forces for an amount equal to the updated construction cost estimate (the "Contract Price"). The Town shall deposit with the County an amount equal to twenty-five percent of the construction cost estimate prior to commencement of construction by County forces. Once construction commences, the County will invoice the Town for the value of all work as of the last day of each calendar month, and the County will deduct twenty-five percent thereof and all previous payments and charges, and the balance will be paid by the Town to the County within 20 business days as reimbursement of the construction costs each month. The funds contributed by the Town for the engineering cost will be held by the County in the existing reimbursement fund with a separate cost center established for the Project. Any funds not expended by the County as part of the Project shall be reimbursed without interest to the Town within forty-five days of Project completion.

If the construction estimate exceeds the then-current threshold amount set forth in section 255.20(2), Florida Statutes, then the Town must competitively award the construction of the Project to an appropriately licensed contractor.

If construction change orders become necessary, the County will advise the Town within seven calendar days' notice. A change order may be required for any of the following:

- A change in the Scope of Work;
- The amount of any adjustment in the construction costs – added to or deleted from the construction cost estimate;
- The extension or the adjustment in the construction duration.

The Town shall fund 100% of construction change order costs for the Project.

### **Section 5 – Construction**

If the County is unable to begin construction on this Project by February 3, 2020, any unexpended financial contributions committed by the Town identified in Section 4 of this Agreement shall be returned unless the Project start date in this provision is extended by written agreement of both parties prior to February 3, 2020.

The County shall carefully examine the plans, drawings, specifications and permitting, and become thoroughly informed about any and all conditions and requirements, including the construction schedule, that may in any manner affect the work to be performed under this Agreement. The County shall take into consideration normal local weather conditions in planning and scheduling of the work to ensure the completion of the work in a timely manner. The County shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Town in every way possible. The County shall have a competent project manager, as the County's agent on the work, who shall, as the County's agent, supervise, direct and otherwise conduct the work.

Where the County is prevented from completing any part of the work timely due to delay beyond the control of the County, the Town shall allow for reasonable additional time. Delays beyond the control of the County shall include, but not be limited to, acts or neglect by the Town, acts or neglect of utility owners or sub-contractors performing work, fires, floods, epidemics, adverse weather conditions or acts of God or other catastrophic events. In the event construction is delayed, the County will secure the project site to ensure the safety of the public.

### **Section 6 - Lead Agency**

The County agrees to undertake the Project for the Town. The Town agrees that the County shall be the lead agency to perform all work on the Project. The Town will have the opportunity to review and approve all plans and specifications. The County will be responsible for ensuring that any submittals to the Town will be provided in a timely fashion. Upon submittal to the Town for review, the Town shall provide any review comments and/or marked up submittals within thirty calendar days. If the Town does not provide review comments and/or marked up submittals within thirty calendar days from the transmittal to the Town, the Town's right to review is forfeited, and the County will continue with the Project using its best judgment.

### **Section 7 - Permitting**

The Town 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 the Town with St. Johns River Water Management District, Melbourne-Tillman Water Control District, and any other necessary regulatory agencies.

### **Section 8 - Construction Review Meetings**

The Town shall have the right to have a representative present at any construction-related meetings, such as preconstruction conference, site meetings, and progress meetings which shall be set at such time and place as the County deems appropriate. The County shall provide five days' advance notice of date, time and location of any construction-related meeting, unless an emergency meeting is required, in which case all best efforts shall be made to contact the Town's designated Project representative.

### **Section 9 - Notices**

All notices required under this Agreement shall be in writing and delivered to the parties by mail or electronic delivery, as follows:

- Town Representative  
Heidi Salmon  
Mayor  
555 Hammock Road  
Melbourne Village, FL 32904  
tmvmayor@gmail.com

With a copy to:

George Tompkins  
Public Works Superintendent  
555 Hammock Road  
Melbourne Village, FL 32904  
publicworks@melbournevillage.org

- County Representative  
John Denninghoff  
Assistant County Manager  
2725 Judge Fran Jamieson Way, Suite C-301  
Viera, FL 32940  
John.Denninghoff@brevardfl.gov

With a copy to:

Tammy Thomas-Wood  
Support Services Manager  
2725 Judge Fran Jamieson Way, Suite A-201  
Viera, Florida 32940  
Tammy.Thomas-Wood@brevardfl.gov

### **Section 10 - Indemnification**

To the extent allowed by law and subject to the provisions set forth in Sec. 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this

Agreement. Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Sec. 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

### **Section 11 – Right to Audit Records**

In performance of this Agreement, the County 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 County 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 Town. The County shall retain all documents, books and records for a period of five 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 Town 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 Town in a format compatible with the information technology systems of the Town.

### **Section 12 - Attorney's Fees**

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

### **Section 13 - Venue and Non-Jury Trial**

Venue for any action brought by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

### **Section 14 - Default**

Either party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

### **Section 15 - Severability**

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

**Section 16 - Entirety**

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both parties.

**Section 17 - Applicable Law**

This Agreement and the provisions herein shall be construed, controlled and interpreted according to the laws of Florida.

**Section 18 - Binding Effect**

Each party represents to the other it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it.

**Section 19 - Breach**

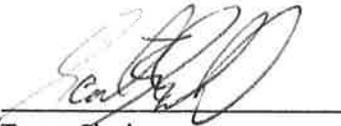
In the event the Town determines that the County has breached any term or provision of this Agreement, the Town shall provide written notice of such breach to the County. The County shall have forty-five days after receipt of such notice to cure such breach. The Town may extend the time to cure any breach beyond forty-five days provided the County commences reasonable action to cure within the forty-five day cure period and continuously pursues the cure to completion.

**Section 20 - Effective Date and Recording**

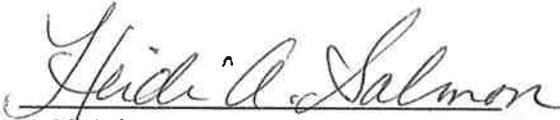
Pursuant to Chapter 163, Florida Statutes, it will be a condition precedent to effectiveness of this Interlocal Agreement that the Agreement is recorded with the Clerk of the Circuit Court in and for Brevard County, Florida. As such, upon full execution of the Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded Agreement to the Town Representative listed in Section 9.

In witness whereof, the parties have hereunto set their hands and seals on the day and year written below.

ATTEST:

  
Town-Clerk

Town of Melbourne Village:

  
Heidi Salmon, Mayor  
As approved by the Commission on: 05/28/2019

ATTEST:

  
Scott Ellis, Clerk

Board of County Commissioners  
of Brevard County, Florida

  
Kristine Isnardi, Chair  
As approved by the Board on: 7/9/19

Reviewed for Legal Form and Content

  
Assistant County Attorney

**Attachment "A"**  
**Scope of Services**

**Dayton Boulevard Culvert Replacement**

**Brevard County, Florida**

**June 3, 2019**

**Prepared By:**

**Hanson Professional Services Inc.**

**SERVICES TO BE PERFORMED**

This project involves the design and permitting of a replacement Box Culvert (size/effective area to be equivalent to the existing metal culvert) under Dayton Boulevard. The location of the box culvert is to the south of South Drive. This box culvert will convey flow associated with Crane Creek Canal. Brevard County Construction will build this culvert. Therefore, the plans will be developed in a simplified format, and not to FDOT format associated with bidding a project. The following information describes the scope of services associated with this project:

**Task 1: Preliminary Engineering/Concept Development**

Preliminary engineering will include the following:

- Prepare preliminary design concept exhibit and construction estimate for culvert replacement with box culvert that includes pedestrian bridge.
- Prepare preliminary design concept exhibit and construction estimate for culvert replacement without pedestrian bridge. Proposed box culvert will be long enough to accommodate a sidewalk at the appropriate offset from the roadway.
- Summarize preliminary engineering effort in a technical memorandum with brief evaluation of alternatives including potential constructability issues and construction duration.
- County will review memorandum and select the alternative to be advanced into final design.

**Task 2: Culvert Hydraulic Analysis**

The drainage design associated with the Box Culvert under Dayton Boulevard will include the following activities by the Consultant:

- Conduct a field review of the culvert crossing and review conditions upstream and downstream along the canal.
- Coordination with the Melbourne-Tillman Water Control District (MTWCD) and the St. Johns River Water Management District (SJRWMD) to gather relevant information about the operating schedule, design flows and range of water levels in the canal system that is downstream of the subject crossing.
- A hydraulic analysis of the culvert crossing will be performed under existing and proposed conditions for flows of various storm events as relevant; that could include the 25-Year, 50-Year,

100-Year and 500-Year. Note that flows will be provided by other agencies, or estimated using regression equations or another approximating method.

- Analysis of flow velocities and recommend channel protection, if necessary.
- Attend the following meetings: 1 kick-off meeting with County, 1 coordination meeting with MTWCD, 1 review meeting with County.
- Documentation of the hydraulic analysis will be in the form of a brief letter report.

### **Task 3: Box Culvert Structural Design**

The Consultant will develop the design and plans for the box culvert location. The existing metal culvert is to be removed and replaced in a single phase by Brevard County Construction. No temporary works are anticipated because the County will completely close Dayton Boulevard and detour traffic off site. The box will be designed to a standard pre-cast opening size. Standard practice is to design and detail the plans as a cast in place culvert. These plans are then used by the fabricators to substitute for precast culvert.

Plan sheets will include only:

- Concrete Box Culvert Plan Sheet
- Concrete Box Culvert Data Table

### **Task 4: Roadway, MOT and Drainage Plans**

Dayton Boulevard is a two-lane rural roadway with 10' lanes and limited shoulder width. The posted speed limit is 25 mph.

The Consultant will develop the plan sheets associated with the box culvert replacement. These sheets will depict the drainage ditch adjustments, the proposed box culvert, roadway replacement, pedestrian facilities and guardrail. We anticipate that the roadway replacement will be approximately 100' to construct the box culvert. The box culvert will be constructed in one single phase while traffic along Dayton Boulevard will be detoured. The MOT will be to develop a detour signing plan for Dayton Boulevard. This route will detour traffic from Dayton Boulevard, to US 192 south of the canal and South Wickham Road north of the canal. The Roadway Plan sheets will include:

- Key Sheet
- Typical Section Sheet
- General Notes
- Plan and Profile sheet
- Cross Section (at the proposed box culvert)
- Traffic Control Detour Signing Sheet

The scope also includes the development of quantities and one cost estimate. Consultant will also attend one utility design meeting at the County.

The scope does not include the following activities:

- The development of project specifications
- Detailed Traffic Control Plans
- Utility coordination
- Post-design Services

### **Task 5: Permitting**

The environmental permitting work will include the following activities by the Consultant:

- Visit the project site and research previous permitting history.
- Attend pre-application meeting with the agencies.
- Prepare and submit General Permit to SJRWMD for the box culvert improvements.
- Submit the ENG4345 Form to USACE to acquire a Nationwide Permit allowing the proposed improvements.

The environmental permitting work will not include the following activities:

- This proposal also assumes that no listed species surveys or permitting is required. The submittal will include data demonstrating that no compensation for proposed impacts to wood stork suitable foraging habitat is necessary.
- It is assumed that no permitting is required with any water control or canal districts. Per a telephone conversation on 5/6/2019 with Michael McCabe of the Melbourne-Tillman Canal District, this canal crossing is not located within their district and is owned/maintained solely by the County.

### **Task 6: Survey**

The Consultant will provide Topographic and Right of Way Survey of the project. Survey tasks will include establishing survey control, based on Florida Permanent Reference Network horizontal control stations, and surrounding NGS published vertical control. Topographic information will be collected for 200 feet in each direction of the Dayton Boulevard structure crossing the canal. Topographic survey will also extend approximately 150 feet east and west along the canal. Adjacent platted blocks, and other right of way monumentation will be recovered and surveyed to establish the apparent right of way of Dayton Boulevard, and the canal. The Consultant will mark and survey underground utilities, and will soft-dig holes to verify utility lines(maximum 6 soft digs), and to address any potential conflicts during design.

### **Task 7: Geotechnical Analysis**

The Consultant will perform 2-SPT borings to a depth of 25' below ground surface, at each end of the box culvert. The scope of the geotechnical work will be to determine if the bearing capacity and other soil characteristics are suitable to construct the proposed box culvert. The Geotechnical consultant will perform routine visual classification and specific classification testing. The results will be presented in a report with construction recommendations to guide the site preparation and foundation support for the proposed box culvert.

### **Task 8: Construction Administration**

The Consultant will review contractor shop drawings of box culvert for approval.

## **PROJECT SCHEDULE**

A project schedule will be submitted for approval by the County within 10 business days of NTP. Project schedule will be based on 8 month duration for submittal of final construction plans.

**BIDDING / CONSTRUCTION INSPECTION SERVICES**

No bidding or construction inspection services are provided under this scope of services. Any such post-design related services will be provided as requested by the County request and authorized by separate mutually acceptable scope and fee negotiation.

**PROPOSED FEE**

In accordance with the attached Contract Fee Summary (Exhibit B), the work described herein will be provided for a total lump sum fee of \$74,775.00

**EXHIBIT B  
CONTRACT FEE SUMMARY**

**EXHIBIT B**

Project: **Dayton Boulevard Culvert Replacement**  
 Project No: **18L0216T01**  
 Date: **6/3/2019**

Staff Category Hourly Rate Basis  
 Hanson Professional Services Inc.  
 Master Contract No.: RFQ41813

Task	Task Description	Staff Category / Hourly Rate						Total Hours	Labor Costs
		\$195.00	\$165.00	\$130.00	\$90.00	\$90.00	\$65.00		
		Project Manager	Project Engineer	Staff Engineer	Engineering Technician	Engineer Intern	Clerical		
1	Preliminary Engineering/Concept Development	4.75	12.35	19	23.75	33.25	1.9	95	\$10,688
2	Culvert Hydraulic Analysis	2	5.2	8	10	14	0.8	40	\$4,500
3	Box Culvert Structural Design	2.6	6.76	10.4	13	18.2	1.04	52	\$5,850
4	Roadway, MOT and Drainage Plans	12.05	31.33	48.2	60.25	84.35	4.82	241	\$27,113
5	Permitting	1	2.6	4	5	7	0.4	20	\$2,250
8	Construction Administration	1.5	3.9	6	7.5	10.5	0.6	30	\$3,375
	<b>Hanson Total Hours / Fee</b>	<b>23.9</b>	<b>62.14</b>	<b>95.6</b>	<b>119.5</b>	<b>167.3</b>	<b>9.56</b>	<b>478</b>	<b>\$53,775</b>

<b>Mckim &amp; Creed Total Fee (Task 6 Survey)</b>	<b>\$ 14,000.00</b>
<b>Ardmann &amp; Associates Fee (Task 7 Geotechnical Analysis)</b>	<b>\$ 3,100.00</b>
<b>Atlantic Environmental (Task 5)</b>	<b>\$ 3,900.00</b>

<b>GRAND TOTAL FEE</b>	<b>\$ 74,775.00</b>
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