



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

12/21/2021

Subject:

Memorandum of Understanding Between Brevard County and City of Melbourne (for the Pineda Causeway Water Transmission Main and Grand Canal Muck Removal Projects)

Fiscal Impact:

\$0, but protects the County from financial risk associated with potential project conflicts

Dept/Office:

Natural Resources Management

Requested Action:

It is requested that the Board of County Commissioners: authorize the Chair to execute the Memorandum of Understanding Between Brevard County and the City of Melbourne for coordination of construction efforts for the County's Grand Canal Muck Removal Project and the City's Pineda Causeway Water Transmission Main.

Summary Explanation and Background:

On October 26, 2017 the Florida Department of Transportation issued a permit to Brevard County (Permit No. 2017-K-590-18) to construct a temporary turn lane and driveway along the south side of Pineda Causeway that would allow construction access to the Grand Canal Muck Removal Project dredged material management area (Grand Canal site) west of South Patrick Drive.

On September 16, 2021 the Florida Department of Transportation issued a permit to the City of Melbourne (Permit No. 2019-590-00151) to construct and install water transmission main (water main) along the south side of Pineda Causeway and along the west side of South Patrick Drive. This approval was contingent upon the County's Grand Canal Muck Removal Project contractor (Gator Dredging) allowing the temporary closure and use of a portion of the existing turn lane to the Grand Canal site.

Because construction activities associated with the installation of the water main would result in conflicts with the County's access to the Grand Canal site, the City of Melbourne and County staff began discussing coordination options in September of 2020.

After the City of Melbourne worked with the City's contractor to minimize the amount of work time needed in the turn lane area, Gator Dredging agreed to allow a portion of the turn lane to be used by the City's contractor for a six week period during a permit-required dredging pause for manatee protection. The attached agreement allows the City's work to occur from January 1, 2022 to February 15, 2022 to avoid conflicts and delays of the County's contractor and associated claims from Gator Dredging. The City amended its agreement with their contractor stating that the contractor shall be responsible for any and all costs incurred by the City of Melbourne if the work is not completed within this timeframe.

Clerk to the Board Instructions:

Three (3) copies of signed MOU - one (1) copy for Clerk of Court and two (2) copies for the City of Melbourne.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Melbourne		2. Amount: \$0	
3. Fund/Account #: 271010		4. Department Name: Natural Resources	
5. Contract Description: Memorandum of Understanding - Melbourne & Brevard County			
6. Contract Monitor: Walker Dawson		8. Contract Type: INTERGOVT/LOCAL	
7. Dept/Office Director: Virginia Barker			
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	Dawson, Walker <small>Digitally signed by Dawson, Walker Date: 2021.11.17 07:10:13 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2021.11.17 08:13:24 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.11.17 08:20:30 -05'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

December 22, 2021

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Memorandum of Understanding Between Brevard County and the City of Melbourne for the Pineda Causeway Water Transmission Main and Grand Canal Muck Removal Projects

The Board of County Commissioners, in regular session on December 21, 2021, approved and executed the Memorandum of Understanding between Brevard County and the City of Melbourne for coordination of construction efforts for the County's Grand Canal Muck Removal Project and the City's Pineda Causeway Water Transmission Main. Enclosed is the fully-executed Memorandum of Understanding.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/cld

Encl. (2)

**MEMORANDUM OF UNDERSTANDING BETWEEN BREVARD
COUNTY, FLORIDA, AND THE CITY OF MELBOURNE, FLORIDA**

(Pineda Causeway Water Transmission Mains – Brevard County and City of Melbourne)

This Memorandum of Understanding, hereinafter referred to as the "M.O.U.", is made by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Melbourne, a Florida municipal corporation, hereinafter referred to as the "City."

WHEREAS, the County has obtained a utility permit from the Florida Department of Transportation, Permit No. 2017-K-590-18, to construct a temporary turn lane and driveway into the Grand Canal Muck Removal Project, hereinafter referred to as the "Muck Removal Project", dredged material management area, hereinafter referred to as the "D.M.M.A. Site"; and

WHEREAS, the City has obtained a utility permit from the Florida Department of Transportation, Permit No. 2019-H-590-00151, to construct and install water transmission mains along the south side of Pineda Causeway and along the west side of South Patrick Drive, hereinafter referred to as the "utility"; and

WHEREAS, the County has been under contract with Waterfront Property Services, LLC, hereinafter referred to as "Gator Dredging", to conduct muck removal within the Indian River Lagoon as part of the "Muck Removal Project"; and

WHEREAS, the City's Florida Department of Transportation Permit was issued contingent on Gator Dredging's approval of the use of a section of the existing turn lane into the Muck Project's D.M.M.A. Site; and

WHEREAS, the City's construction and installation work is anticipated to impact a section of the existing turn lane into the Muck Removal Project's D.M.M.A. Site, identified in Exhibit A, which is incorporated herein by this reference and attached hereto; and

WHEREAS, Gator Dredging has a specific schedule it must adhere to in order to effectively manage the Muck Removal Project; and

WHEREAS, the Muck Removal Project has a window of six (6) weeks in which the City's contractor can complete the work with no impact or minimal impact to Gator Dredging's operation, hereinafter referred to as the "Construction Timeframe"; and

WHEREAS, the Construction Timeframe, which falls within the Manatee Closure Period, will run from January 1, 2022, to February 15, 2022, and the City will require its contractor to complete the water transmission mains project within the Construction Timeframe; and

WHEREAS, both projects are important to Brevard County residents and serve a public purpose, and mutual cooperation between the County and City will be necessary to ensure the projects can be completed without issues or adverse impacts.

NOW, THEREFORE, the Parties acknowledge that they have the ability to enter into this M.O.U. 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 M.O.U.

Section 2 – Access to the D.M.M.A. Site. The attachments to the F.D.O.T. Permit, which is incorporated herein by this reference, identify the time period of the partial lane closure of the turn lane leading into the D.M.M.A. Site as being from January 1, 2022, to February 15, 2022. The City will require its contractor to complete the work in the area of the D.M.M.A. Site within this six-week window to ensure that the County's Muck Removal Project with Gator Dredging is not adversely impacted. The D.M.M.A. Site will have reasonable access during the construction work contemplated herein, as shown on the attached Exhibit A. In order to limit such concerns, the City agrees that the work will be limited to the area depicted on Exhibit A and will be completed within the Construction Timeframe. The City has identified the following provisions of the contract with its contractor that will enable the City to ensure the work contemplated herein be completed within the Construction Timeframe:

Addendum No. 3 dated June 2, 2020, Section B – Addition to the Construction Agreement:

For the Work proposed on Drawing C09, specifically the horizontal directional drill pipeline construction of the South WM between Sta. 466+02 and Sta. 493.03, the 6 week duration proposed in Note 4 is further defined such that the Contractor shall sequence this work to be completed by February 14th 2022 with the work within the proposed Brevard County Temporary Construction Authorization work area being completed between January 3rd 2022 and February 14th 2022. Complete work is defined as completion of the HDD installation and complete restoration of the area within the limits defined above. The Contractor shall be responsible for any and all costs incurred by the City of Melbourne if the work is not completed within this timeframe.

Section 3 – Restoration and Maintenance Work. The City will ensure that its contractor restores the turn lane identified in Exhibit A to its before-condition at the end of the Construction Timeframe to allow for access to the D.M.M.A. Site.

During the term of Gator Dredging's contract to conduct the Muck Removal Project at the D.M.M.A Site, the City will provide written notice to the County of any scheduled or routine maintenance work to the utility within the area identified in Exhibit A at least seven (7) calendar days in advance of any such work taking place.

Section 4 – Notices. All notices anticipated by this M.O.U. will be in writing and delivered to the Parties by mail or electronic delivery, as follows:

City Representative

Jennifer Spagnoli

Assistant Public Works & Utilities Director 2885 Harper Road

Melbourne, FL 32904
jennifer.spagnoli@mlbfl.org

County Representative

Walker Dawson, P.E.
Brevard County Natural Resources Management Department
2725 Judge Fran Jamieson Way, A-219
Viera, FL 32940
Walker.dawson@brevardfl.gov

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals
on the day and year written below.

ATTEST:

BREVARD COUNTY, FLORIDA

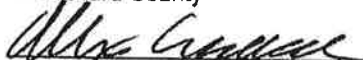

Rachel Sadoff, Clerk


Kristine Zonka, Chair

As approved by the Board on 12/21/21

Reviewed for Legal Form and Content

for Brevard County


Assistant County Attorney

CITY OF MELBOURNE


Shannon Lewis, City Manager

11/29/2021
Date



13630 50TH WAY NORTH • CLEARWATER, FLORIDA 33760

OFFICE: 727-527-1300 • FAX: 727-527-1303 • www.gatordredging.com

August 5, 2021

Brevard County National Resources
Management Department
Attn: Walker Dawson, PE
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940

Re: Watermain Project– Grand Canal Muck Removal Project - Bid No. B-1-19-40

Dear Mr. Dawson,

We have reviewed the 7/28/2021 marked up photo showing the approximately 300 foot area of the existing turn lane that will be used to stage equipment and execute the work for the City watermain project. We have been assured that none of the DMMA site will be used for the project.

Permission is granted for the City and its contractors to temporarily use the limited area of the turn lane from January 1, 2022 to February 15, 2022. We are granting this permission based off the City meeting the indicated schedule and location expectations that have been communicated to us by County staff. If these conditions are not met this will affect our project and we reserve the right to claim for any delays or additional costs this results in. Furthermore, if FDOT does not allow for this activity to occur and for entrance to our site, then we must decline the activity as site access is necessary for maintenance, safety, and inspection throughout the proposed period of City work.

Please continue to keep us informed on this project until it is complete and let us know if anything additional is needed of us in regards to this matter.

Sincerely,

William J. Coughlin, III
President
Waterfront Property Services, LLC d.b.a. Gator Dredging
(727) 527-1300
bill@gatordredging.com
www.gatordredging.com

Figure provided to County by Mark Worsham on 7/28/2021

