

Meeting Date
<b>July 11, 2017</b>



AGENDA	
Section	Consent
Item No.	II A 11

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

<b>SUBJECT:</b>	Resolution certifying a valid public emergency and Interlocal Agreement with MIRA to administer the Cone Road Sewer Project
<b>DEPT/OFFICE:</b>	Public Works Department – Finance and Contract Administration

**Requested Action:**

It is requested that the Board pass the Resolution certifying a valid public emergency and waiving any potential conflict of interest in having the County Attorney represent both the COUNTY and MIRA with respect to the Projects and authorize the Chairman to execute the Interlocal Agreement for the County to take over administration and management of MIRA's Sewer Project.

**Summary Explanation & Background:**

There are two projects underway along Cone Road. One is a County Public Works project and one is a MIRA project. The County's project is to improve drainage and install a sidewalk along Cone Road (Drainage Project). MIRA's project is to convert properties in the Cone Road Industrial Park from septic to sewer (Sewer Project). The two projects were separately financed and managed, although portions of the Sewer Project were coordinated with County Public Works, Utility Services, and Natural Resources Management Office. As such, the Sewer Project was designed pursuant to MIRA's continuing consultant agreement with Bussan-Mayer, executed on May 26, 2016, and the Drainage Project was designed pursuant to the County's continuing consultant agreement with Bussan-Mayer, executed in 2014.

MIRA's executive director has since transitioned out of MIRA and MIRA has been diligently seeking a qualified replacement. The executive director is responsible for, among other duties, overseeing management and administration of the Sewer Project, which includes overseeing federal, state, and local grant arrangements that provide for forfeiture or clawback of funds if deadlines and grant conditions are not met. A seamless transition in the management of these grants is crucial to meeting grant milestones and deadlines. As such, the MIRA Board found that it was in the best interest of the Project to have the County take over management and administration of the Sewer Project while MIRA seeks to a new executive director. The MIRA Board passed a resolution on June 29, 2017 certifying a valid public emergency that necessitates having the County administer construction and management of the Sewer Project. This Resolution is attached as Exhibit B to the Interlocal Agreement, which MIRA approved providing for County administration of the project. In administering the Sewer Project, the County would treat the Sewer Project as one with its Drainage Project, although MIRA will still be financially responsible for funding and spearheading its Sewer Project, including post-construction monitoring of permits and grants. If the federal 319 grant is awarded, MIRA will be responsible for meeting its education requirement.

The attached Resolution certifies the valid public emergency that necessitates having the County manage and administer the Sewer Project. It also waives and consents to joint representation by the Brevard County Attorney of both MIRA and the County with respect to the Drainage Project and the Sewer Project. The attached Interlocal Agreement is the formal agreement between the County and MIRA to take over administration and management of the Sewer Project. MIRA would remain financially responsible for any costs associated with the Sewer Project. The County would remain financially responsible for its Drainage Project.

It is requested that the Board:

1. Pass the Resolution certifying a valid public emergency
2. Authorize the Chairman to execute the ILA formally turning over management and administration of the Sewer Project to the County.

**Fiscal Impact:** Construction costs estimated at \$1,600,000 to be transferred by MIRA to the County

**Clerk to the Board Instructions:** Please return Interlocal Agreement (2 originals) to the Public Works Department.

**Exhibits Attached:** Resolution; Interlocal Agreement (3 originals)

**Contract /Agreement (If attached):** Reviewed by County Attorney Yes  No  PR

Interim County Manager

Assistant County Manager  
Venetta Valdengo

Department Director / Extension

Frank Abbate

Assistant County Manager  
John P. Denninghoff

Andrew J. Holmes, P.E. Interim PW Director/ 57202



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 12, 2017

MEMORANDUM

TO: Andrew Holmes, Interim Public Works Director

RE: Item II.A.11., Resolution Certifying a Valid Public Emergency and Interlocal Agreement with Merritt Island Redevelopment Agency (MIRA) to Administer the Cone Road Sewer Project

The Board of County Commissioners, in regular session on July 11, 2017, adopted Resolution No. 17-112, certifying a valid public emergency and waiving any potential conflict of interest in having the County Attorney representing both the County and MIRA with respect to the Projects; and executed Interlocal Agreement with MIRA to take over administration and management of MIRA's Sewer Project. Enclosed are one fully-executed and one certified Resolution, and two fully-executed Interlocal Agreements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for Donna Scott*  
Tammy Rowe, Deputy Clerk

Encls. (4)

cc: Contracts Administration  
Finance  
Budget

RESOLUTION 2017- 112

AN EMERGENCY RESOLUTION OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS CERTIFYING A VALID PUBLIC EMERGENCY DUE TO PERSONNEL TRANSITIONS THAT NECESSITATE DELEGATION OF PROJECT MANAGEMENT FROM THE MERRITT ISLAND REDEVELOPMENT AGENCY TO THE COUNTY TO AVOID JEOPARDIZING FEDERAL AND STATE GRANTS PROCURED FOR THE CONE ROAD SEPTIC-TO-SEWER PROJECT; WAIVER OF OR CONSENT TO CONFLICT OF INTEREST IN HAVING THE COUNTY ATTORNEY'S OFFICE REPRESENT THE MERRITT ISLAND REDEVELOPMENT AGENCY AND THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS JOINTLY ON THESE PROJECTS.

RECITALS

WHEREAS, Brevard County Board of County Commissioners ("County"), through its Public Works Department, is engaged in a project to improve drainage and install a sidewalk along Cone Road ("Drainage Project"); and

WHEREAS, the Merritt Island Redevelopment Agency ("MIRA") has embarked on a project to extend sewer service to the area known as the Cone Road Commercial Park in an effort to eliminate septic tanks and alleviate pollution to the Indian River Lagoon ("Sewer Project"); and

WHEREAS, MIRA's executive director was managing the Sewer Project including grant funding, design, and construction, but has since transitioned out of MIRA; and

WHEREAS, there are federal, state, and local grants involved in the Sewer Project that require timely and accurate reporting, invoicing, and oversight of the project and risk forfeiture or clawback of the funding if not met; and

WHEREAS, MIRA has been actively seeking a qualified new executive director, but the position remains unfilled and, in the interim, knowledgeable management of the Sewer Project and associated grants is crucial; and

WHEREAS, the County, through its Public Works Department, Utility Services, and Natural Resources Management Office, is best suited to manage the Sewer Project and associated grants because it has knowledge of and has a vested interest in the success of the

Sewer Project due to the efforts of those departments to coordinate the Drainage Project with the Sewer Project, both of which are scheduled to be undertaken at the same time; and

WHEREAS, the County has the ability and expertise to administer the Sewer Project; and

WHEREAS, MIRA and the County agree and find that it would best serve the public interest for MIRA to delegate management and administration of the Sewer Project to the COUNTY in order to ensure the Project's success and compliance with federal, state and local grant funding conditions; and

WHEREAS, the parties wish the Brevard County Attorney to represent both of them; and

WHEREAS, the parties recognize the potential conflict of interest but wish to formally waive their objections and consent to such conflict or potential conflict;

NOW, therefore, the Brevard County Board of County Commissioners hereby resolves as follows:

Section 1. The above recitals are hereby incorporated into the Resolution by reference.

Section 2. The County hereby waives the conflict regarding representation by the Brevard County Attorney, specifically stating as follows:

The Office of the County Attorney represents the County and MIRA. Although the interests of the County and MIRA are generally consistent, it is recognized and understood that differences may exist or become evident during the course of this representation. Notwithstanding these possibilities, the County and MIRA have determined that it is in their individual and mutual interests to have the Office of the Brevard County Attorney represent them jointly in connection with the Drainage Project and Sewer Project. Accordingly, MIRA resolves that the Office of the Brevard County Attorney may represent it in connection with the Drainage Project and the Sewer Project. The MIRA further agrees to waive any potential conflict of interest arising out of, and will not object to, representation by the Office of the Brevard County Attorney of both the County and the MIRA in connection with the Drainage Project and the Sewer Project. It is further understood and agreed that the Office of the Brevard County Attorney may freely convey necessary information provided by one client to the other, and that there will be no secrets between the County and MIRA unless both parties expressly agree to the contrary.

Section 2. The County hereby certifies that there is a valid public emergency that necessitates turning over management and administration of the Sewer Project to the County. MIRA has been undergoing a personnel transition since its executive director left, which impacts the management of the Sewer Project. Given the scope of the Sewer Project and the complexity of the grants involved, the MIRA Board found that a seamless transition plan is essential to the success of the Project. The failure to properly and timely administer all aspects of the Sewer

Project will cause delays in completion of the Sewer Project, which could subject MIRA to the clawback provisions of its state grant and forfeiture of its federal grant. Based on the foregoing, the MIRA Board certified a valid public emergency on June 29, 2017 and approved an Interlocal Agreement for the County to formally take over administration and management of the Sewer Project. A copy of that resolution is attached hereto as Exhibit A. The County, therefore, finds and declares the existence of an emergency requiring the Sewer Project to be administered by the County.

Section 4. The County hereby authorizes and directs its Chairman to enter into the Interlocal Agreement between MIRA and the COUNTY to provide for County management and administration of the Sewer Project and that MIRA will remain financially responsible for the Sewer Project.

**DONE AND RESOLVED THIS** July 11, 2017.

**Brevard County Board of County Commissioners:**

By: \_\_\_\_\_



Curt Smith, Chairman

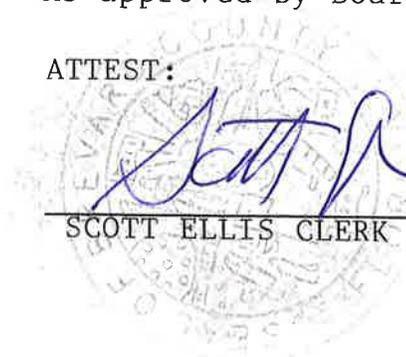
DATE: July 11, 2017

As approved by Board 7/11/17

ATTEST:



SCOTT ELLIS CLERK



I.A.11  
Repl. pg.

**CONE ROAD INFRASTRUCTURE PROJECT ADMINIST  
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT, made and entered into \_\_\_ day of \_\_\_\_\_, 2017 by and between the Merritt Island Redevelopment Agency, Brevard County, Florida, a community redevelopment agency, and a body corporate and politic created and operating pursuant to section 163.330 et seq., Florida Statutes, hereinafter referred to as "MIRA" and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and MIRA are engaged in two different improvement projects within the area known as the Cone Road Commercial Park located on Merritt Island; and

WHEREAS, the MIRA 's project consist of sewer system and water quality improvements, hereinafter referred to as the "PROJECT"; and

WHEREAS, the COUNTY's project consists of drainage and sidewalk improvements along Cone Road; and

WHEREAS, the COUNTY and MIRA previously entered into an Interlocal Agreement (Exhibit A) for the COUNTY to construct a portion of the PROJECT, specifically, the sewer trunk line; and

WHEREAS, the MIRA has declared the existence of an emergency (Exhibit B) requiring the rendering of County assistance to MIRA in administering construction of the PROJECT; and

WHEREAS, the COUNTY desires to provide efficient administration of the construction of the PROJECT, for which time is of the essence in order to meet grant deadlines and maintain funding; and

WHEREAS, the MIRA will reimburse the COUNTY for costs associated with administering construction of the PROJECT; and

WHEREAS, both the COUNTY and MIRA find that this Agreement serves the public interest; and

WHEREAS, the COUNTY and MIRA both have full power and authority to enter into this Agreement and bind their respective governing bodies;

NOW THEREFORE, the COUNTY and MIRA covenant and agree as follows:

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

- (2) Statutory Authority: This Agreement will be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163, Part 1, 2013.
- (3) Administration of the Project: The COUNTY shall administer construction of the MIRA Cone Road Infrastructure Improvements Project (PROJECT) on behalf of MIRA and function as the PROJECT Lead and authorized representative of MIRA, the owner. Specifically, the COUNTY shall perform the duties necessary to the administration of construction of the PROJECT including, but not limited to:
- (a) Advertise the PROJECT and coordinate with Purchasing.
  - (b) Pre-qualify the apparent low bidder.
  - (c) Put the PROJECT out for bid, award the bid, and execute the construction contract.
  - (d) Perform Construction Engineering Inspection (CEI), construction management and other services related to the PROJECT.
  - (e) Process pay requests and change orders submitted by the contractor.
  - (f) Manage submittals such as shop drawings, design mixes, and construction project management schedules.
  - (g) Address Requests for Information (RFIs) and generate and approve any necessary change orders as authorized specifically herein.
  - (h) Conduct meetings such as the Preconstruction Conference and construction progress meetings.
- (4) Authority: In administering construction of the PROJECT, the COUNTY shall be the authorized representative of the owner, MIRA, with the duties and powers associated therewith. Such duties and powers shall include, without limitation:
- (1) Allowing the Director of Public Works to approve change orders up to \$25,000.
  - (2) Allowing Assistant County Managers to approve change orders up to \$50,000
  - (3) Allowing the County Manager to approve change orders up to \$100,000.

- (4) Administering and bidding the PROJECT together and alongside the COUNTY'S Drainage and Sidewalk Project to maximize efficiency and resources and begin construction as soon as possible. Both parties acknowledge and agree that time is of the essence for this PROJECT.

The MIRA may review and approve change orders prior to COUNTY execution. The COUNTY will provide change orders to the MIRA, and MIRA shall provide any review comments or approval within five (5) calendar days. If the MIRA does not provide review comments or approval within five (5) calendar days from the date of receipt of the change order to the MIRA, the COUNTY may proceed in the best interest of the PROJECT and approve the change order.

- (5) Plans and Specifications: The MIRA will provide construction plans and the Specifications and Contract Documents to the COUNTY for advertisement of the PROJECT.

- (6) Administration of the Grants: The County shall administer the grants associated with the PROJECT on behalf of MIRA, which contain construction milestones and deadlines. Specifically, the County shall administer the SJRWMD Cost-Share, Agreement and the Save Our Indian River Lagoon ("SOIRL") Grant. If a DEP 319 Grant is awarded to MIRA, the County shall also be responsible for administering that grant. Administration of the grants includes: (1) preparing and timely submitting any required grant reporting; (2) preparing and timely submitting any required reimbursement requests; and (3) other duties as may be required in the grant agreement, not including education. MIRA must approve and authorize the COUNTY to submit requests for extensions of grant deadlines as may become necessary.

The MIRA may review grant reports and reimbursement requests prior to submittal. The COUNTY will provide such reports and requests to the MIRA. MIRA shall provide any review comments or approval within five (5) calendar days. If the MIRA does not provide review comments or approval within five (5) calendar days from the date of receipt of the reports or requests to the MIRA, the COUNTY may submit the reports and requests to the appropriate agencies.

The COUNTY will act as MIRA's authorized representative and agent in administering the grants but shall not be or become financially responsible for any clawback, forfeiture, or penalty that may be required under those grant agreements.

- (7) MIRA'S Financial Contribution: The MIRA shall be responsible for all PROJECT costs including, but not limited to, the actual cost of construction (construction contract Bid), change orders, CEI of the PROJECT, and geotechnical testing, regardless of the availability of grant funding.

Upon execution of this Agreement by the last party executing the same, MIRA shall deposit the sum of one million and six-hundred thousand dollars (\$1,600,000) with the COUNTY for the estimated construction cost of the PROJECT. This amount includes the estimated construction cost of the sewer trunk line, as provided in the Interlocal Agreement between the COUNTY and MIRA dated February 21, 2017 and attached hereto as Exhibit A. At such time as the funds are received by the COUNTY'S Public Works Department, the funds will be held by the COUNTY in a separate account or fund established for the PROJECT.

If the award amount is greater than the Engineer of Record's cost estimate, MIRA shall deposit the difference with the COUNTY within fifteen (15) business days of contract execution with the Contractor by the COUNTY. If the award amount is less than the Engineer of Record's cost estimate, the COUNTY shall return the difference to MIRA within fifteen (15) business days of contract execution with the Contractor by the COUNTY.

In the event the actual construction cost exceeds the \$1,600,000 estimate, the COUNTY shall document such additional reasonable construction costs with appropriate invoices and back-up documentation and MIRA shall transfer to the COUNTY an amount equal to the reasonable additional PROJECT costs within thirty (30) business days of PROJECT close-out by the COUNTY. If the actual construction cost is less than the \$1,600,000 estimate, the COUNTY shall return said difference to MIRA within thirty (30) days of PROJECT close-out by the COUNTY. In the event the PROJECT does not proceed, the COUNTY will refund the deposited money to MIRA, less any expense borne by the COUNTY to that point.

- (8) Maintenance of the PROJECT: Upon completion and acceptance of the PROJECT, MIRA will transfer any interest it may have in the project to the COUNTY and the County Utilities Services department will thereafter be responsible for the PROJECT, including maintenance and/or ownership of the PROJECT.

(9) Right to Audit: In the performance of this Agreement, the MIRA shall keep all books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the Performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by MIRA for a period of three (3) years after termination of this Agreement. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Law, Chapter 119, Florida Statutes. All records or documents created by MIRA or provided to MIRA under the terms of this Agreement, are public records and MIRA agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

(10) Notices: All notices required under this Agreement shall be in writing and delivered to the parties as follows:

(a) MIRA Representative:  
Wendy Ellis, Chairman  
2575 N. Courtenay Parkway, Suite 207  
Merritt Island, FL 32953

(b) COUNTY Representative:  
Tammy Thomas-Wood  
Public Works Support Services Manager  
2725 Judge Fran Jamieson Way  
Building A, Room 201  
Viera, Florida 32940

Any notice to be sent to the COUNTY or the MIRA pursuant to the provisions of this Agreement will be deemed to have been properly sent when: (i) personally hand delivered; (ii) sent by nationally recognized overnight courier (*ie.*, Federal Express or United Parcel Service); or (iii) mailed, first class, postpaid, by U.S. Postal Service Mail to the above address of the said COUNTY or the MIRA. A notice delivered by U.S. Postal Service Mail and properly addressed will be deemed to have been received five (5) days after deposit in the U.S. Postal Service Mail. A notice sent by nationally recognized overnight courier and properly addressed will be deemed to have been received two (2) days after deposit with the overnight courier. Either party may change the addressee or address of the addressee unilaterally by giving notice as provided herein.

(11) Indemnification: To the extent permitted by law, the MIRA agrees to indemnify and hold harmless the COUNTY from any and all liability and/or claims of any kind arising out of the MIRA'S own negligence. To the extent permitted by law, the COUNTY agrees to indemnify and hold harmless the MIRA from any and all

liability and/or claims of any kind arising out of the COUNTY'S own negligence.

Nothing in the Agreement, express or implied, is intended to be nor shall be construed as a waiver or limitation of the MIRA'S or COUNTY'S right to sovereign immunity under Section 768.28, Florida Statutes or other applicable provision of law.

- (9) 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.
- (10) 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.
- (11) Effective Date: The effective date of this Agreement shall be the date on which the last signature required to execute this Agreement is attached.
- (12) Recording: Upon execution of this Agreement, the MIRA shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the COUNTY REPRESENTATIVE listed in Paragraph (7).
- (14) Termination Clause: This Agreement shall terminate upon PROJECT close-out and final payment by MIRA of the last invoice sent by the COUNTY. This Agreement shall be enforceable until terminated in writing by either party as provided in this paragraph. The COUNTY or the MIRA shall have the right to terminate this Agreement with or without cause by furnishing 45 days written notice as provided in paragraph (7). However, paragraph (5) of this Agreement will survive the aforesaid termination of this Agreement and will be adhered to in so far as the MIRA will reimburse the COUNTY for any costs the COUNTY has incurred in administering the PROJECT prior to termination of this Agreement.

Upon termination, the COUNTY will no longer be responsible for any oversight of the PROJECT, including but not limited to construction administration, monitoring, reporting, or education as may be required by any permit or grant.

- (15) 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. This provision shall not be interpreted to be a pledge of ad valorem tax revenues.

- (16) Venue and Non-Jury Trial: Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and **any trial shall be a non-jury trial.**
- (17) 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.

IN WITNESS WHEREOF, ~~the parties hereto~~ have set their hands and seals.

ATTEST:



Seaside Island Redevelopment Agency

Cheryl J. Hurren 6-30-17  
(Name/Title)

Joe M. Ellis, Chairman  
(Name/Title)

Date: 6-30-2017

ATTEST:

Scott Ellis  
Scott Ellis, Clerk

BREVARD COUNTY BOARD  
OF COUNTY COMMISSIONERS:

Curt Smith  
Curt Smith, Chairman

As Approved by the Board on: 7/11/17

APPROVED AS TO LEGAL FORM:

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



## INTERLOCAL AGREEMENT

### CONE ROAD SANITARY SEWER SYSTEM EXTENSION

THIS INTERLOCAL AGREEMENT made and entered into 21 day of February, 2017, by and between the Merritt Island Redevelopment Agency, Brevard County, Florida, a community redevelopment agency created and operating pursuant to section 163.330 et seq., Florida Statutes, hereinafter referred to as "MIRA" and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

#### WITNESSETH:

WHEREAS, the COUNTY and MIRA are engaged in improvement projects on Cone Road located on Merritt Island; and

WHEREAS, the COUNTY'S project, known as the Cone Road Drainage Improvements, generally consists of stormwater system and sidewalk improvements within the Cone Road right of way; and

WHEREAS, MIRA's project, known as Cone Road Infrastructure Improvements, generally consists of sanitary sewer construction; and

WHEREAS, MIRA desires to have a component of their project, the sanitary sewer system extension along Cone Road, to be constructed as part of the COUNTY'S Cone Road Drainage Improvements, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT shall be performed in conjunction with the construction work on the applicable portion of the Cone Road Drainage Improvements to promote efficiency, to prevent unnecessary duplication of effort, to maintain grant funding schedules, and to benefit the public; and

WHEREAS, MIRA has agreed to contribute funding towards the construction of the PROJECT; and

NOW THEREFORE, the COUNTY and MIRA covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

- (1) The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.
- (2) Statutory Authority: This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163 Part 1, 2013.

- (3) SCOPE OF PROJECT: The PROJECT will consist of the construction of a public sanitary sewer trunk line along Cone Road to serve approx. 60 parcels within Cone Road Industrial Area.

The PROJECT will be constructed in accordance with the MIRA approved Proposal from Bussen-Mayer Engineering Group, Inc. dated June 24, 2016, which is attached as Exhibit "A", incorporated and specifically made a part of this Agreement.

- (4) Approval of Plans: MIRA will have the opportunity to review and approve all plans and specifications. The COUNTY will be responsible for ensuring that any plans submitted to MIRA will be submitted in a timely fashion. Upon submittal of plans to MIRA for review, MIRA shall provide any review comments and/or marked up plans within fourteen (14) calendar days. If MIRA does not provide review comments and/or marked up plans within fourteen (14) calendar days from the date of receipt of the plans to MIRA, MIRA's right to approve is forfeited, and the COUNTY will continue with the PROJECT using its best judgment. Further, as the maintenance authority of the public right of way of this PROJECT, the design intent shall conform to COUNTY standards, notwithstanding other approvals.
- (5) Construction Review Meetings: MIRA shall have the right to have a representative present at any construction site meetings or construction progress meetings which shall be set at such time and place as the COUNTY deems appropriate. The COUNTY shall provide five (5) days advance notice of date, time, and location of meeting, unless an emergency meeting is required, in which case all best efforts shall be made to contact MIRA's designated PROJECT representative.
- (6) MIRA's Financial Contribution to the PROJECT: MIRA shall provide 100% of all construction costs of the PROJECT. MIRA shall deposit with the COUNTY, within forty-five (45) business days of the Bidding Advertisement of the PROJECT, an amount equal to the Engineer of Record's cost estimate. If the award amount is greater than the Engineer of Record's cost estimate, MIRA shall deposit the difference within fifteen (15) business days of contract execution with the Contractor. If the award amount is less than the Engineer of Record's cost estimate, the COUNTY shall return the difference to MIRA within fifteen (15) business days of contract execution with the Contractor.

If construction change orders become necessary, the COUNTY will advise MIRA within five (5) calendar days' notice. MIRA shall fund 100% of construction change order costs for the PROJECT. Upon a fully-executed change order, MIRA shall deposit an amount equal to the change order costs within forty-five (45) days of receipt of the executed change order.

The funds contributed by MIRA will be held by the COUNTY in a separate fund established for the PROJECT. The funds that are not expended by the COUNTY as part of the PROJECT will be reimbursed without interest to the MIRA within forty-five (45) days of completion of the PROJECT.

(7) Change Directives: Notwithstanding Paragraph (6) above, change directives that change the scope of the PROJECT as defined in Paragraph (3) of this Agreement shall be paid for based on a determination of which PARTY shall be responsible for the change order.

(8) Notices: All notices required under the Agreement shall be in writing and delivered to the parties by United States mail, as follows:

(a) MIRA Representative  
Lisa Frazier  
MIRA Executive Director  
2575 N. Courtenay Pkwy., Suite 207  
Merritt Island, Florida 32953

(b) COUNTY Representative  
Tammy Thomas-Wood  
Public Works Support Services Manager  
2725 Judge Fran Jamieson Way, A-201  
Viera, Florida 32940

(9) Default:

(a) It is expressly agreed between the parties hereto that in the event MIRA determines the COUNTY, or the COUNTY determines MIRA, to be in default of any of the conditions, covenants, or agreements of the Agreement, the party alleging a default will provide written notice thereof to the other party alleged to be in default. Default with regard to any provision shall be construed as a material breach of this Agreement, the intent of the parties being that all terms of this Agreement are material. The party alleged to be in default shall, within fifteen (15) days of the receipt of such notice, initiate action to correct such default and promptly and diligently prosecute such corrective action to completion; provided, however, that during said fifteen (15) day period of the entity alleged to be in default disagrees with the determination of the entity alleging a default, then in such event both representatives of each entity shall meet and discuss the alleged default and possible correction thereof. In the event the representatives cannot agree on whether or not a default exists or how to resolve the default, they shall each present an agreed upon statement of the issue(s) outstanding to their respective governing bodies, together with alternatives proposed by both representatives for any corrective action to be undertaken. At this point, both parties shall immediately coordinate with one

another simultaneously to satisfy the requirements of sub-section (b) and Section 164.103, Florida Statutes, in a proper manner.

(b) (1) If the governing body of the entity alleging a default determines no default to have occurred, no further action by the entity claimed to be in default shall be necessary.

(2) If the governing body of the entity alleging a default determines a default to have occurred, but the governing body of the entity alleged to be in default determines no default to have occurred, then the entity alleging a default shall retain all legal and equitable rights and remedies available, but unless otherwise terminated by either party, this Agreement shall continue in full force and effect during any judicial proceeding initiated by the entity alleging a default. If the governing body of the entity alleging a default is dissatisfied with the remedy elected by the party alleged to be in default or the progress in remedying the default, the entity alleging a default shall retain all legal and equitable rights and remedies available.

(3) If a majority vote of each of the governing bodies determines a default to have occurred and agrees upon a method for prosecution of corrective action and appropriate corrective action, the entity in default shall initiate corrective action within fifteen (15) days of the date of final determination of such default by both governing bodies and promptly and diligently prosecute such corrective action to completion. Thereafter, the parties to this Agreement shall retain all legal rights and remedies available to them, but unless otherwise terminated by either party, this Agreement shall continue in full force and effect during any judicial proceeding initiated by either party.

(c) Remedies Cumulative; Waiver. All remedies conferred on either party shall be deemed cumulative, and no one remedy is exclusive of the other or of any other remedy conferred by law. Waiver by MIRA or the COUNTY of, or failure of MIRA or the COUNTY to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or subsequent breach of the same, or any other term, covenant, or condition herein contained. In no event shall the COUNTY be deemed liable for costs, damages, or attorney's fees incurred as a result of the services provided herein.

(10) 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.

(11) Effective Date: The effective date of this Agreement shall be the date on which the last signature required to execute this Agreement is attached.

- (12) Recording: Upon execution of this Agreement, MIRA shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the COUNTY REPRESENTATIVE listed in Paragraph (8).
- (13) Termination Clause: Prior to the issuance of the Notice to Proceed to the Contractor, the COUNTY or MIRA shall have the right to terminate this Agreement, with or without cause, by furnishing thirty (30) days prior written notice as provided in Paragraph (8).
- (14) Attorney's Fees: In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. This provision shall not be interpreted to be a pledge of ad valorem tax revenues.
- (15) Venue and Non-Jury Trial: Any legal action to enforce, interpret, or construe the terms of this contract, shall be in a court of competent jurisdiction in and for Brevard County, Florida and **any trial shall be a non-jury trial.**
- (16) Compliance with Statutes: It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.
- (17) 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.
- (18) Representations:
- (a) MIRA makes the following representations to the COUNTY:
    - (1) MIRA is duly organized and in good standing under the laws of the State of Florida.
    - (2) MIRA has the power, authority, and legal right to enter into and perform the obligations set forth in this Interlocal Agreement, and the execution, delivery, and performance hereof by MIRA (i) has been duly authorized; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of MIRA, except as otherwise provided herein.
  - (b) The COUNTY makes the following representations to MIRA:
    - (1) The COUNTY is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Interlocal Agreement.
    - (2) The COUNTY has the power, authority, and legal right to enter into and perform the obligations set forth in this Interlocal Agreement, and the execution, delivery, and performance hereof by

the COUNTY (i) has been duly authorized by the Board of County Commissioners of Brevard County; (ii) does not constitute a default under, or result in the creation of any lien, charge encumbrance, or security interest upon the assets of the COUNTY, except as otherwise provided herein.

- (19) Legal Services – Conflict Waiver: The Office of the Brevard County Attorney represents the COUNTY and MIRA. Although the interest of the COUNTY and MIRA are generally consistent, it is recognized and understood that differences may exist or become evident during the course of this representation. Notwithstanding these possibilities, the COUNTY and MIRA have determined that it is in their individual and mutual interests to have the Office of the Brevard County Attorney represent them jointly in connection with agreements relating to the services described in this Agreement. Accordingly, the COUNTY and MIRA agree that the Office of the Brevard County Attorney may represent them jointly in connection with the provisions contained in this Agreement. It is further understood and agreed that the Office of the Brevard County Attorney may freely convey necessary information provided by one client to the other, and that the County Attorney's Office will have no obligation to maintain confidentiality between the COUNTY and MIRA as to matters that are the subject of this Agreement unless MIRA decides to retain a separate, independent counsel.
- (20) Third-Party Beneficiaries; Partnership:  
(a) No Third-Party Beneficiaries. It is expressly agreed to by the parties, and it is the expressed intent of the parties that there are no intended or unintended, expressed or incidental, third-party beneficiaries of this Agreement. Consequently, this Agreement may NOT be relied upon by any person or entity other than the COUNTY or MIRA.  
(b) Partnership. The COUNTY and MIRA shall not be deemed to be partners or co-joint venturers of one another by virtue of this Agreement.
- (21) Duration of Agreement: The COUNTY agrees to accept all maintenance responsibilities for any drainage improvements contained within this Agreement in perpetuity as the COUNTY will have title to the subject property. Upon completion of the PROJECT, the Agreement shall expire, notwithstanding paragraph (6) above.
- (23) Governing Law: The laws of the State of Florida shall govern the validity and interpretation of this Agreement. Venue shall be in Brevard County.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

ATTEST:

MERRITT ISLAND REDEVELOPMENT  
AGENCY

Bobbe Patterson

Gregory A. Ellis

As approved by the Board on: 1-26-17

ATTEST:

BOARD of COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

Scott Ellis  
Scott Ellis, Clerk

Curt Smith  
Curt Smith, Chairman

As approved by the Board on: 2/21/17

APPROVED AS TO FORM:

Shirley A. ...  
Assistant County Attorney

- (16) Venue and Non-Jury Trial: Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and **any trial shall be a non-jury trial.**
- (17) 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

ATTEST:

Merritt Island Redevelopment Agency

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Date: \_\_\_\_\_

ATTEST:

BREVARD COUNTY BOARD  
OF COUNTY COMMISSIONERS:

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

  
\_\_\_\_\_  
Curt Smith, Chairman

As Approved by the Board on: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

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

Exhibit A



**Bussen - Mayer Engineering Group, Inc.**



June 24, 2016

Lisa Frazier, Executive Director  
Merritt Island Redevelopment Agency  
2575 N Courtenay Pkwy, Suite 207  
Merritt Island, FL 32953

**RE: CONE ROAD AREA-SEWER SYSTEM AND WATER QUALITY IMPROVEMENTS  
BUSSEN-MAYER PROJECT NUMBER: 394002**

Dear Ms. Frazier:

Pursuant to your request, Bussen-Mayer Engineering Group, Inc. (BMEG) is pleased to present this revised proposal for professional engineering and consulting services relating to the above referenced project. This project generally consists of sewer system and water quality improvements within the Merritt Island Redevelopment Area. Phase 1 of the project would include approximately 21 lateral connections to the existing public sewer system (previously constructed by MIRA), for those residents and businesses at the north end of South Tropical Trail and the west end of Magnolia Avenue, who have not already connected to the system. Phase 2 of the project would generally consist of lift station improvements and a gravity sewer extension for a portion of Cone Road, and the adjacent public streets within Airport Industrial Park lying south of Cone Road. This portion of the project would provide public sewer system connection opportunities for approximately 55 to 60 existing businesses which are currently utilizing septic tank and drainfield systems. Phase 3 of the project would consist of sewer lateral connections from the new gravity sewer extension constructed in Phase 2, to connect each of the businesses referenced above to the new public sewer system. As you know, this office has previously completed a preliminary feasibility study for the proposed sewer system improvements located along Cone Road, which provided recommendations for the Phase 2 portion of the project.

The "Phase 1" sewer service lateral connection portion of the project for S. Tropical Trail and Magnolia Avenue properties is being added to the project in an effort to eliminate additional septic tank and drainfield systems located in close proximity to the Indian River Lagoon. In addition, MIRA has coordinated with the Brevard County Natural Resources Management Office, and wishes to include a potential water quality treatment element for the existing ditch running along the north side of Cone Road, prior to discharge into the Sykes Creek Basin. These additional project elements have been incorporated into the services outlined in this proposal.

Furthermore, this project will be completed in conjunction with a project to be accomplished by the Brevard County Public Works Department (BCPW), which consists of piping the existing ditch located along the north side of Cone Road, from S. Courtenay Parkway to just east of Plumosa Avenue. This ditch piping project will make room available for the gravity sewer extension project described herein. The design and permitting for each project will be completed simultaneously.

The final design and permitting for this project will be completed in general conformance with the conclusions and recommendations contained in the Cone Road Infrastructure Improvements Feasibility Study, as referenced above. It is noted that this study included completion of a detailed boundary, topographic, and underground utility locates survey for the proposed project corridor (with the exception of the Phase 1 element described above) together with preparation of a 30% design plan. It is also noted that the buffer wall element referenced in the study is not included.

It is expressly understood that MIRA may elect to modify or delete Phase 1 and/or Phase 3 services and fees as described herein in the event that MIRA does not receive grant funding under the submitted 319 or SJRWMD grant applications associated with this project.

***Based on this information, we propose to provide the following specific scope of services in a timely fashion:***

**I. FINAL ENGINEERING SERVICES**

**A. Phase 1-S. Tropical Trail/Magnolia Avenue Sewer Lateral Connections**

1. We will provide technical assistance to MIRA in the public education process, and attend up to two (2) public meetings in order to assist MIRA and encourage sewer lateral connections by private property owners.
2. We will develop and prepare schematic design sketches for sewer service lateral hook ups, from the existing service lateral exit from each building to the existing service lateral location at the right-of-way line per the asbuilt survey for the project (approximately 21 lateral hookups are anticipated). This schematic design sketch will reflect a proposed lateral routing on an aerial view plan and designate the minimum sewer service slope based on the pipe diameter for each individual lateral. Note that the owner may modify this proposed route, and that the owner will ultimately coordinate with the contractor in order to implement the most desirable sewer lateral service route. Detailed topo, existing facilities location and/or detailed final design is not included (not anticipated as a requirement).
3. We will provide technical assistance to MIRA during the bidding process for the sewer service lateral contractor (plumber). This service would include attendance at

the pre-bid conference addressing Contractor RFI's and a recommendation regarding the lowest qualified bid.

4. We will provide technical assistance to MIRA during the sewer service lateral hookup construction process. This service would include attendance at the Pre-Construction Conference, addressing Contractor RFI's, and up to ten (10) routine inspections during construction.

**B. Phase 2 – Cone Road Sewer System Extension**

**1. UNDERGROUND UTILITIES COORDINATION (FOR PHASE 2)**

- a. BMEG staff will coordinate with the applicable utility companies in order to determine the proposed location of up to eight (8) underground utility soft digs to be performed by BMEG Subconsultant, Southeast Surveying. The purpose of these soft digs will be to provide utility depths and elevations for specific underground utilities which appear to be in conflict with the proposed design as contemplated in the above referenced feasibility study.
- b. We will coordinate with the applicable utility companies in an attempt to obtain the best available utility locates information. This service will include UAO letters to be sent by BMEG and attendance at the utility coordination meeting.
- c. Deliverables to include one (1) printed copy and one (1) pdf of the utility information and UAO letters, to be submitted with the 30% plans submittal.

**2. GEOTECHNICAL TESTING (FOR PHASE 2)**

- a. Through our Geotechnical Subconsultant, Ardaman and Associates, Inc., we will provide soils testing consisting of up to twelve (12) borings within the existing roadway limits for the Airport Industrial Park area, together with one (1) boring at the proposed water quality treatment location (south of the alumn pond). The borings will range in depth from 10 to 15 feet. Some borings will include asphalt cores, other borings will be outside of the existing asphalt limits within the road right-of-way.
  - b. Deliverables to include one (1) certified copy and one (1) pdf of the geotechnical report, to be submitted with the 30% plans submittal.
3. We will obtain additional spot topo as needed for the stormwater modeling and water quality treatment component described herein. Additional topo locations to be determined by Engineer and data will be shown on the final engineering plans only.

4. Stormwater Modeling-We will complete stormwater modeling and preliminary design for the proposed water quality treatment component of the project, which consists of diversion of the Cone Road ditch flows at a location west of Plumosa Avenue, into the existing Brevard County stormwater treatment system known as the "Alum Pond", and then through a bio swale and/or denitrification system prior to discharge through the existing (or modified) weir associated with the Alum Pond. The purpose of this component of the project is to provide as much water quality treatment for the Cone Road ditch discharge as possible, prior to its ultimate discharge into the Sykes Creek Basin and Indian River Lagoon System. The stormwater modeling will consider flood stages within the overall basin, and will determine the amount of storage and treatment which can be provided for the system. Alterations to the existing weir system may be necessary in order to accommodate the proposed design. The modeling will address water quality and quantity criteria and will include ICPR runs for the required design storm events. The calculations will be submitted to BCNRM for review and we will complete revisions as required to obtain Stormwater Modeling Calculations Booklet. Deliverables to include two (2) printed copies and one (1) pdf (on DVD) to be submitted with the 30% plans submittal.
  
5. We will prepare final site construction plans for the gravity sewer system extension along Cone Road and within Airport Industrial Park and for the water quality treatment component as described above. We will provide 30%, 60%, 90% and 100% submittals to MIRA for review. The detailed final site construction plans will meet Brevard County codes and specifications, and will include the following;
  - a. Complete Dimension and Horizontal Control Plan
  - b. Existing Conditions and Survey Control Plan
  - c. Complete paving, grading and drainage plans for the streets within Airport Industrial Park.
  - d. Complete gravity sewer system design
  - e. Plan and profile drawings for all streets.
  - f. Lift station enhancement design and details.
  - g. Applicable cross-sections, drainage sections, construction details and plan specifications.
  - h. Summary of quantities.
  - i. Signing and striping plans (for streets in Airport Industrial Park).
  - j. SWPP Plan and/or erosion control plans (for streets in Airport Industrial Park).
  - k. Maintenance of Traffic details (for streets in Airport Industrial Park).
  - l. Location only for potential future six (6') ft high opaque fence along north R/W line of Cone Rd.

- 
- m. Water Quality Improvements at Alum Pond (including any required weir adjustments).
6. We will prepare permit applications for, submit and diligently pursue approval of the following required site permits for the project.
    - a. Brevard County Right-of-Way Improvement Permit for improvements in Airport Industrial Park roadways.
    - b. Brevard County Utilities Department/FDEP Sewage Collection System Permit.
  7. We will provide a final site construction cost estimate for the proposed improvements.
  8. We will provide final bid documents and specifications for County's use in bidding the project.
  9. Deliverables to include all plans required for review and permitting purposes, together with two (2) certified sets of the final site construction plans and a CD containing the plans in pdf. format.
- C. Bidding and Construction Phase Services (Phase 2 Sewer System)
1. We will attend the Pre-Bid Conference and assist the County in responding to Contractor RFI's during the bid process.
  2. We will assist in the preparation of any required bid addendums.
  3. If requested, we will review the bids and provide a recommendation regarding the lowest qualified bidder.
  4. We will review and approve (or redline) shop drawings for sewer system materials as required for the project.
  5. We will attend a preconstruction conference with the selected contractor, utilities companies and Brevard County staff.
  6. We will complete general routine site visits and inspections during the course of major construction activities, in order to review the progress and quality of the work, confirm compliance with permitting requirements and provide construction coordination assistance to the contractor and client. It is anticipated that construction inspections and site visits will occur one to two times per week during active construction periods and will average approximately 1 to 2 hours per inspection.

7. We will assist the County in responding to any requests for additional information (RFI's) and in evaluating any required change orders due to unforeseen conditions associated with construction of the project.
8. We will attend regularly scheduled progress meetings and field meetings (if necessary) with the contractor and client to assist in the efficient completion of the project.
9. Upon receipt of certified as-built drawings prepared and provided by the contractor's registered land surveyor, we will review these record drawings for compliance of the approved plans and permits and make appropriate written comments as necessary. Upon substantial completion of the project in conformance with the approved plans and permits and upon receipt of the certified as-built drawings referenced above, we will provide final certifications for the project to the appropriate involved agencies (Sewer system).
10. We will coordinate with Client and attend the final inspection of the project in conjunction with the appropriate County agencies and the contractor. We will assist the client with developing a punch list of construction deficiencies to be addressed by the contractor and assist in pursuing of final acceptance and permit clearances as required.

**D. Phase 3-Cone Road Sewer Lateral Construction**

1. We will provide final design of the water quality component, i.e. diversion of the Cone Road ditch flow into the existing alum pond, with a bioswale and/or denitrification chamber, and applicable design adjustments to the outfall weir. All design and construction details will be added to and incorporated in the construction plans previously referenced in Phase 2, Item 5.
2. We will provide technical assistance to MIRA in the public education process, and attend up to two (2) public meetings in order to assist MIRA and encourage sewer lateral connections by private property owners.
3. We will develop and prepare schematic design sketches for sewer service lateral hook ups, from the existing service lateral exit from each building to the existing service lateral location at the right-of-way line per the asbuilt survey for the project (approximately 55 lateral hookups are anticipated). This schematic design sketch will reflect a proposed lateral routing on an aerial view plan and designate the minimum sewer service slope based on the pipe diameter for each individual lateral. Note that the owner may modify this proposed route, and that the owner will ultimately coordinate with the contractor in order to implement the most desirable sewer lateral service route. Detailed topo, existing facilities location and/or detailed final design is not included (not anticipated as a requirement).

4. We will provide technical assistance to MIRA during the bidding process for the sewer service lateral contractor (plumber). This service would include attendance at the Pre-Bid Conference, addressing Contractor RFI's, and a recommendation regarding the lowest qualified bid.
5. We will provide technical assistance to MIRA during the sewer service lateral hookup construction process. This service would include attendance at the Pre-Construction conference, addressing Contractor RFI's and up to 20 routine inspections during the construction process.

***We have prepared this proposal based on the following assumptions and conditions:***

1. Regulatory agency permit application fees are not included and will be considered a direct expense to the Client (estimated agency fees \$3,500 to \$7,000).
2. Waterline extension/relocation improvements and/or reuse extension/relocation improvements are not included.
3. Landscape and/or irrigation design is not included.
4. A traffic study is not included.
5. Environmental services are not included (not anticipated as a requirement).
6. Additional surveying services are not included other than those described herein (the previously prepared survey will be utilized for final design services).
7. Underground utility locations are limited to field markings and data provide by the utility companies, together with specific soft dig locations as described herein. BMEG will not uncover underground utilities and all information is subject to verification by the contractor.
8. Structural design services are not included (not anticipated as a requirement).
9. Electrical engineering design services are not included (not anticipated as a requirement).
10. It is assumed that each phase will include one (1) bidding phase and that each construction phase will be complete within one year of the start date.

***Our proposed lump sum fees for providing the above described services would be as follows:***

I. Final Engineering	
A. Phase 1	\$20,840.00
B/C. Phase 2	\$115,585.00
D. Phase 3	\$30,730.00
Total	\$167,155.00

***These fees are based on the attached Exhibit "A" Manhour Breakdown and our standard hourly rates per contract. NOTE that Exhibit "A" is an estimate and actual expenses by category may vary from those indicated in Exhibit "A" during the course of the work.***

**INVOICE PROCEDURES AND PAYMENT:** BUSSEN-MAYER ENGINEERING GROUP, INC. shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby BUSSEN-MAYER ENGINEERING GROUP, INC. will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

It is hereby acknowledged that this WORK ORDER is an addendum to the master contract approved by the MIRA Board on May 26, 2016 for civil engineering services, and as such, this WORK ORDER is subject to all conditions and stipulations contained in said contract.

Should you have any questions or comments regarding this proposal, please advise. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above described services, please issue a work order number and Notice to Proceed for this project. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,

**BUSSEN-MAYER ENGINEERING GROUP, INC.**



Joseph W. Mayer, P.E.  
President

**Exhibit "A" - Man-hour Breakdown**  
 (BMEG# 394002)

06/24/16

Service	Hours	Rate	Subtotal	
<b>I. FINAL ENGINEERING SERVICES</b>				
<b>A. Phase 1-S. Tropical Trail/Magnolia Sewer Lateral Connections</b>				
Service	Hours	Rate	Subtotal	
<b>1. Public meetings and assistance.</b>				
Chief Design Engineer	6.00	\$ 135	\$ 810	
Project Engineer/Mgr.	6.00	\$ 115	\$ 690	
Office Assistant	2.00	\$ 45	\$ 90	
			Subtotal	\$ 1,590
<b>2. Preparation of schematic design sketches.</b>				
Chief Design Engineer	12.00	\$ 135	\$ 1,620	
Project Engineer/Mgr.	12.00	\$ 115	\$ 1,380	
Engineering Technician	24.00	\$ 85	\$ 2,040	
AutoCAD Drafter	80.00	\$ 70	\$ 5,600	
			Subtotal	\$ 10,640
<b>3. Bidding assistance.</b>				
Chief Design Engineer	6.00	\$ 135	\$ 810	
Project Engineer/Mgr.	6.00	\$ 115	\$ 690	
Engineering Technician	6.00	\$ 85	\$ 510	
			Subtotal	\$ 2,010
<b>4. Assistance during sewer services lateral hook up process.</b>				
Chief Design Engineer	12.00	\$ 135	\$ 1,620	
Project Engineer/Mgr.	12.00	\$ 115	\$ 1,380	
Engineering Technician	24.00	\$ 85	\$ 2,040	
Construction Inspector	24.00	\$ 65	\$ 1,560	
			Subtotal	\$ 6,600
<b>PHASE 1 SERVICES TOTAL</b>				<b>\$20,840</b>

**B. Phase 2-Cone Road Sewer System Extension**

<b>1. Underground Soft Digs</b>					
Services by Southeast Surveying					
				Subtotal \$	7,000
<b>2. Geotechnical Testing</b>					
Services by Ardaman and Associates, Inc.					
				Subtotal \$	8,500
<b>3. Additional Spot Topo</b>					
Surveyor	3.00	\$ 105	\$ 315		
2 Man Field Crew	8.00	\$ 100	\$ 800		
Engineering Technician	4.00	\$ 85	\$ 340		
				Subtotal \$	1,455
<b>4. Stormwater Modeling/Design</b>					
Chief Design Engineer	10.00	\$ 135	\$ 1,350		
Project Engineer/Mgr.	40.00	\$ 115	\$ 4,600		
Engineering Technician	48.00	\$ 85	\$ 4,080		
AutoCAD Drafter	64.00	\$ 70	\$ 4,480		
Office Assistant	12.00	\$ 45	\$ 540		
				Subtotal \$	15,050
<b>5. Preparation of final site construction plans.</b>					
Chief Design Engineer	12.00	\$ 135	\$ 1,620		
Project Engineer/Mgr.	40.00	\$ 115	\$ 4,600		
Engineering Technician	130.00	\$ 85	\$ 11,050		
AutoCAD Drafter	140.00	\$ 70	\$ 9,800		
Office Assistant	10.00	\$ 45	\$ 450		
				Subtotal \$	27,520
<b>6. Permit application preparation and submittal.</b>					
Chief Design Engineer	8.00	\$ 135	\$ 1,080		
Project Engineer/Mgr.	16.00	\$ 115	\$ 1,840		
Engineering Technician	24.00	\$ 85	\$ 2,040		
AutoCAD Drafter	24.00	\$ 70	\$ 1,680		
Office Assistant	24.00	\$ 45	\$ 1,080		
				Subtotal \$	7,720
<b>7. Preparation of final site construction cost estimate.</b>					
Chief Design Engineer	2.00	\$ 135	\$ 270		
Project Engineer/Mgr.	4.00	\$ 115	\$ 460		
Engineering Technician	16.00	\$ 85	\$ 1,360		
Office Assistant	4.00	\$ 45	\$ 180		
				Subtotal \$	2,270

<b>8. Preparation of final bid documents and specification.</b>				
Chief Design Engineer	12.00	\$ 135	\$ 1,620	
Project Engineer/Mgr.	14.00	\$ 115	\$ 1,610	
Engineering Technician	24.00	\$ 85	\$ 2,040	
Office Assistant	24.00	\$ 45	\$ 1,080	
Subtotal				\$ 6,350
<b>9. Plans copies and CD.</b>				
Project Engineer/Mgr.	2.00	\$ 115	\$ 230	
Office Assistant	6.00	\$ 45	\$ 270	
Plans copies and CD.			\$ 500	
Subtotal				\$ 1,000
<b>C. Bidding and Construction Phase Services (Phase 2)</b>				
Chief Design Engineer	60.00	\$ 135	\$ 8,100	
Project Engineer/Mgr.	88.00	\$ 115	\$ 10,120	
Engineering Technician	16.00	\$ 85	\$ 1,360	
AutoCAD Drafter	30.00	\$ 70	\$ 2,100	
Construction Inspector	240.00	\$ 65	\$ 15,600	
Office Assistant	32.00	\$ 45	\$ 1,440	
Subtotal				\$ 38,720
<b>PHASE 2 SERVICES TOTAL</b>				<b>\$115,585</b>
<b>D. Phase 3-Cone Road Sewer Lateral Connections</b>				
<b>1. Final Water Quality Design</b>				
Chief Design Engineer	6.00	\$ 135	\$ 810	
Engineering Technician	20.00	\$ 85	\$ 1,700	
AutoCAD Drafter	10.00	\$ 70	\$ 700	
Subtotal				\$ 3,210
<b>2. Public meetings and assistance.</b>				
Chief Design Engineer	6.00	\$ 135	\$ 810	
Project Engineer/Mgr.	6.00	\$ 115	\$ 690	
Office Assistant	2.00	\$ 45	\$ 90	
Subtotal				\$ 1,590
<b>3. Preparation of schematic design sketches</b>				
Chief Design Engineer	18.00	\$ 135	\$ 2,430	
Project Engineer/Mgr.	18.00	\$ 115	\$ 2,070	
Engineering Technician	42.00	\$ 85	\$ 3,570	
AutoCAD Drafter	100.00	\$ 70	\$ 7,000	
Subtotal				\$ 15,070
<b>4. Bidding assistance.</b>				
Chief Design Engineer	6.00	\$ 135	\$ 810	
Project Engineer/Mgr.	6.00	\$ 115	\$ 690	
Engineering Technician	6.00	\$ 85	\$ 510	
Subtotal				\$ 2,010
<b>5. Assistance during sewer services lateral hook up process.</b>				
Chief Design Engineer	12.00	\$ 135	\$ 1,620	
Project Engineer/Mgr.	18.00	\$ 115	\$ 2,070	
Engineering Technician	24.00	\$ 85	\$ 2,040	
Construction Inspector	48.00	\$ 65	\$ 3,120	
Subtotal				\$ 8,850
<b>PHASE 3 SERVICES TOTAL</b>				<b>\$30,730</b>
<b>PROJECT SERVICES TOTAL</b>				<b>\$167,155</b>

Exhibit A



**Bussen-Mayer Engineering Group, Inc.**



June 24, 2016

Lisa Frazier, Executive Director  
Merritt Island Redevelopment Agency  
2575 N Courtenay Pkwy, Suite 207  
Merritt Island, FL 32953

**RE: CONE ROAD AREA-SEWER SYSTEM AND WATER QUALITY IMPROVEMENTS  
BUSSEN-MAYER PROJECT NUMBER: 394002**

Dear Ms. Frazier:

Pursuant to your request, Bussen-Mayer Engineering Group, Inc. (BMEG) is pleased to present this revised proposal for professional engineering and consulting services relating to the above referenced project. This project generally consists of sewer system and water quality improvements within the Merritt Island Redevelopment Area. Phase 1 of the project would include approximately 21 lateral connections to the existing public sewer system (previously constructed by MIRA), for those residents and businesses at the north end of South Tropical Trail and the west end of Magnolia Avenue, who have not already connected to the system. Phase 2 of the project would generally consist of lift station improvements and a gravity sewer extension for a portion of Cone Road, and the adjacent public streets within Airport Industrial Park lying south of Cone Road. This portion of the project would provide public sewer system connection opportunities for approximately 55 to 60 existing businesses which are currently utilizing septic tank and drainfield systems. Phase 3 of the project would consist of sewer lateral connections from the new gravity sewer extension constructed in Phase 2, to connect each of the businesses referenced above to the new public sewer system. As you know, this office has previously completed a preliminary feasibility study for the proposed sewer system improvements located along Cone Road, which provided recommendations for the Phase 2 portion of the project.

The "Phase 1" sewer service lateral connection portion of the project for S. Tropical Trail and Magnolia Avenue properties is being added to the project in an effort to eliminate additional septic tank and drainfield systems located in close proximity to the Indian River Lagoon. In addition, MIRA has coordinated with the Brevard County Natural Resources Management Office, and wishes to include a potential water quality treatment element for the existing ditch running along the north side of Cone Road, prior to discharge into the Sykes Creek Basin. These additional project elements have been incorporated into the services outlined in this proposal.

Furthermore, this project will be completed in conjunction with a project to be accomplished by the Brevard County Public Works Department (BCPW), which consists of piping the existing ditch located along the north side of Cone Road, from S. Courtenay Parkway to just east of Plumosa Avenue. This ditch piping project will make room available for the gravity sewer extension project described herein. The design and permitting for each project will be completed simultaneously.

The final design and permitting for this project will be completed in general conformance with the conclusions and recommendations contained in the Cone Road Infrastructure Improvements Feasibility Study, as referenced above. It is noted that this study included completion of a detailed boundary, topographic, and underground utility locates survey for the proposed project corridor (with the exception of the Phase 1 element described above) together with preparation of a 30% design plan. It is also noted that the buffer wall element referenced in the study is not included.

It is expressly understood that MIRA may elect to modify or delete Phase 1 and/or Phase 3 services and fees as described herein in the event that MIRA does not receive grant funding under the submitted 319 or SJRWMD grant applications associated with this project.

***Based on this information, we propose to provide the following specific scope of services in a timely fashion:***

**I. FINAL ENGINEERING SERVICES**

**A. Phase 1-S. Tropical Trail/Magnolia Avenue Sewer Lateral Connections**

1. We will provide technical assistance to MIRA in the public education process, and attend up to two (2) public meetings in order to assist MIRA and encourage sewer lateral connections by private property owners.
2. We will develop and prepare schematic design sketches for sewer service lateral hook ups, from the existing service lateral exit from each building to the existing service lateral location at the right-of-way line per the asbuilt survey for the project (approximately 21 lateral hookups are anticipated). This schematic design sketch will reflect a proposed lateral routing on an aerial view plan and designate the minimum sewer service slope based on the pipe diameter for each individual lateral. Note that the owner may modify this proposed route, and that the owner will ultimately coordinate with the contractor in order to implement the most desirable sewer lateral service route. Detailed topo, existing facilities location and/or detailed final design is not included (not anticipated as a requirement).
3. We will provide technical assistance to MIRA during the bidding process for the sewer service lateral contractor (plumber). This service would include attendance at

the pre-bid conference addressing Contractor RFI's and a recommendation regarding the lowest qualified bid.

4. We will provide technical assistance to MIRA during the sewer service lateral hookup construction process. This service would include attendance at the Pre-Construction Conference, addressing Contractor RFI's, and up to ten (10) routine inspections during construction.

**B. Phase 2 – Cone Road Sewer System Extension**

**1. UNDERGROUND UTILITIES COORDINATION (FOR PHASE 2)**

- a. BMEG staff will coordinate with the applicable utility companies in order to determine the proposed location of up to eight (8) underground utility soft digs to be performed by BMEG Subconsultant, Southeast Surveying. The purpose of these soft digs will be to provide utility depths and elevations for specific underground utilities which appear to be in conflict with the proposed design as contemplated in the above referenced feasibility study.
- b. We will coordinate with the applicable utility companies in an attempt to obtain the best available utility locates information. This service will include UAO letters to be sent by BMEG and attendance at the utility coordination meeting.
- c. Deliverables to include one (1) printed copy and one (1) pdf of the utility information and UAO letters, to be submitted with the 30% plans submittal.

**2. GEOTECHNICAL TESTING (FOR PHASE 2)**

- a. Through our Geotechnical Subconsultant, Ardaman and Associates, Inc., we will provide soils testing consisting of up to twelve (12) borings within the existing roadway limits for the Airport Industrial Park area, together with one (1) boring at the proposed water quality treatment location (south of the alum pond). The borings will range in depth from 10 to 15 feet. Some borings will include asphalt cores, other borings will be outside of the existing asphalt limits within the road right-of-way.
  - b. Deliverables to include one (1) certified copy and one (1) pdf of the geotechnical report, to be submitted with the 30% plans submittal.
3. We will obtain additional spot topo as needed for the stormwater modeling and water quality treatment component described herein. Additional topo locations to be determined by Engineer and data will be shown on the final engineering plans only.

4. Stormwater Modeling-We will complete stormwater modeling and preliminary design for the proposed water quality treatment component of the project, which consists of diversion of the Cone Road ditch flows at a location west of Plumosa Avenue, into the existing Brevard County stormwater treatment system known as the "Alum Pond", and then through a bio swale and/or denitrification system prior to discharge through the existing (or modified) weir associated with the Alum Pond. The purpose of this component of the project is to provide as much water quality treatment for the Cone Road ditch discharge as possible, prior to its ultimate discharge into the Sykes Creek Basin and Indian River Lagoon System. The stormwater modeling will consider flood stages within the overall basin, and will determine the amount of storage and treatment which can be provided for the system. Alterations to the existing weir system may be necessary in order to accommodate the proposed design. The modeling will address water quality and quantity criteria and will include ICPR runs for the required design storm events. The calculations will be submitted to BCNRMD for review and we will complete revisions as required to obtain Stormwater Modeling Calculations Booklet. Deliverables to include two (2) printed copies and one (1) pdf (on DVD) to be submitted with the 30% plans submittal.
  
5. We will prepare final site construction plans for the gravity sewer system extension along Cone Road and within Airport Industrial Park and for the water quality treatment component as described above. We will provide 30%, 60%, 90% and 100% submittals to MIRA for review. The detailed final site construction plans will meet Brevard County codes and specifications, and will include the following;
  - a. Complete Dimension and Horizontal Control Plan
  - b. Existing Conditions and Survey Control Plan
  - c. Complete paving, grading and drainage plans for the streets within Airport Industrial Park.
  - d. Complete gravity sewer system design
  - e. Plan and profile drawings for all streets.
  - f. Lift station enhancement design and details.
  - g. Applicable cross-sections, drainage sections, construction details and plan specifications.
  - h. Summary of quantities.
  - i. Signing and striping plans (for streets in Airport Industrial Park).
  - j. SWPP Plan and/or erosion control plans (for streets in Airport Industrial Park).
  - k. Maintenance of Traffic details (for streets in Airport Industrial Park).
  - l. Location only for potential future six (6') ft high opaque fence along north R/W line of Cone Rd.

- m. Water Quality Improvements at Alum Pond (including any required weir adjustments).
6. We will prepare permit applications for, submit and diligently pursue approval of the following required site permits for the project.
    - a. Brevard County Right-of-Way Improvement Permit for improvements in Airport Industrial Park roadways.
    - b. Brevard County Utilities Department/FDEP Sewage Collection System Permit.
  7. We will provide a final site construction cost estimate for the proposed improvements.
  8. We will provide final bid documents and specifications for County's use in bidding the project.
  9. Deliverables to include all plans required for review and permitting purposes, together with two (2) certified sets of the final site construction plans and a CD containing the plans in pdf. format.
- C. Bidding and Construction Phase Services (Phase 2 Sewer System)
1. We will attend the Pre-Bid Conference and assist the County in responding to Contractor RFI's during the bid process.
  2. We will assist in the preparation of any required bid addendums.
  3. If requested, we will review the bids and provide a recommendation regarding the lowest qualified bidder.
  4. We will review and approve (or redline) shop drawings for sewer system materials as required for the project.
  5. We will attend a preconstruction conference with the selected contractor, utilities companies and Brevard County staff.
  6. We will complete general routine site visits and inspections during the course of major construction activities, in order to review the progress and quality of the work, confirm compliance with permitting requirements and provide construction coordination assistance to the contractor and client. It is anticipated that construction inspections and site visits will occur one to two times per week during active construction periods and will average approximately 1 to 2 hours per inspection.

7. We will assist the County in responding to any requests for additional information (RFI's) and in evaluating any required change orders due to unforeseen conditions associated with construction of the project.
8. We will attend regularly scheduled progress meetings and field meetings (if necessary) with the contractor and client to assist in the efficient completion of the project.
9. Upon receipt of certified as-built drawings prepared and provided by the contractor's registered land surveyor, we will review these record drawings for compliance of the approved plans and permits and make appropriate written comments as necessary. Upon substantial completion of the project in conformance with the approved plans and permits and upon receipt of the certified as-built drawings referenced above, we will provide final certifications for the project to the appropriate involved agencies (Sewer system).
10. We will coordinate with Client and attend the final inspection of the project in conjunction with the appropriate County agencies and the contractor. We will assist the client with developing a punch list of construction deficiencies to be addressed by the contractor and assist in pursuing of final acceptance and permit clearances as required.

D. Phase 3-Cone Road Sewer Lateral Construction

1. We will provide final design of the water quality component, i.e. diversion of the Cone Road ditch flow into the existing alum pond, with a bioswale and/or denitrification chamber, and applicable design adjustments to the outfall weir. All design and construction details will be added to and incorporated in the construction plans previously referenced in Phase 2, Item 5.
2. We will provide technical assistance to MIRA in the public education process, and attend up to two (2) public meetings in order to assist MIRA and encourage sewer lateral connections by private property owners.
3. We will develop and prepare schematic design sketches for sewer service lateral hook ups, from the existing service lateral exit from each building to the existing service lateral location at the right-of-way line per the asbuilt survey for the project (approximately 55 lateral hookups are anticipated). This schematic design sketch will reflect a proposed lateral routing on an aerial view plan and designate the minimum sewer service slope based on the pipe diameter for each individual lateral. Note that the owner may modify this proposed route, and that the owner will ultimately coordinate with the contractor in order to implement the most desirable sewer lateral service route. Detailed topo, existing facilities location and/or detailed final design is not included (not anticipated as a requirement).

4. We will provide technical assistance to MIRA during the bidding process for the sewer service lateral contractor (plumber). This service would include attendance at the Pre-Bid Conference, addressing Contractor RFI's, and a recommendation regarding the lowest qualified bid.
5. We will provide technical assistance to MIRA during the sewer service lateral hookup construction process. This service would include attendance at the Pre-Construction conference, addressing Contractor RFI's and up to 20 routine inspections during the construction process.

***We have prepared this proposal based on the following assumptions and conditions:***

1. Regulatory agency permit application fees are not included and will be considered a direct expense to the Client (estimated agency fees \$3,500 to \$7,000).
2. Waterline extension/relocation improvements and/or reuse extension/relocation improvements are not included.
3. Landscape and/or irrigation design is not included.
4. A traffic study is not included.
5. Environmental services are not included (not anticipated as a requirement).
6. Additional surveying services are not included other than those described herein (the previously prepared survey will be utilized for final design services).
7. Underground utility locations are limited to field markings and data provide by the utility companies, together with specific soft dig locations as described herein. BMEG will not uncover underground utilities and all information is subject to verification by the contractor.
8. Structural design services are not included (not anticipated as a requirement).
9. Electrical engineering design services are not included (not anticipated as a requirement).
10. It is assumed that each phase will include one (1) bidding phase and that each construction phase will be complete within one year of the start date.

*Our proposed lump sum fees for providing the above described services would be as follows:*

I. Final Engineering	
A. Phase 1	\$20,840.00
B/C. Phase 2	\$115,585.00
D. Phase 3	\$30,730.00
Total	\$167,155.00

*These fees are based on the attached Exhibit "A" Manhour Breakdown and our standard hourly rates per contract. NOTE that Exhibit "A" is an estimate and actual expenses by category may vary from those indicated in Exhibit "A" during the course of the work.*

**INVOICE PROCEDURES AND PAYMENT:** BUSSEN-MAYER ENGINEERING GROUP, INC. shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby BUSSEN-MAYER ENGINEERING GROUP, INC. will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

It is hereby acknowledged that this WORK ORDER is an addendum to the master contract approved by the MIRA Board on May 26, 2016 for civil engineering services, and as such, this WORK ORDER is subject to all conditions and stipulations contained in said contract.

Should you have any questions or comments regarding this proposal, please advise. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above described services, please issue a work order number and Notice to Proceed for this project. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,

**BUSSEN-MAYER ENGINEERING GROUP, INC.**



Joseph W. Mayer, P.E.  
President

**Exhibit "A" - Man-hour Breakdown**  
 (BMEG# 394002)

06/24/16

Service	Hours	Rate	Subtotal	
<b>I. FINAL ENGINEERING SERVICES</b>				
<b>A. Phase 1-S. Tropical Trail/Magnolia Sewer Lateral Connections</b>				
Service	Hours	Rate	Subtotal	
1. Public meetings and assistance.				
Chief Design Engineer	6.00	\$ 135	\$ 810	
Project Engineer/Mgr.	6.00	\$ 115	\$ 690	
Office Assistant	2.00	\$ 45	\$ 90	
			Subtotal	\$ 1,590
2. Preparation of schematic design sketches.				
Chief Design Engineer	12.00	\$ 135	\$ 1,620	
Project Engineer/Mgr.	12.00	\$ 115	\$ 1,380	
Engineering Technician	24.00	\$ 85	\$ 2,040	
AutoCAD Drafter	80.00	\$ 70	\$ 5,600	
			Subtotal	\$ 10,640
3. Bidding assistance.				
Chief Design Engineer	6.00	\$ 135	\$ 810	
Project Engineer/Mgr.	6.00	\$ 115	\$ 690	
Engineering Technician	6.00	\$ 85	\$ 510	
			Subtotal	\$ 2,010
4. Assistance during sewer services lateral hook up process.				
Chief Design Engineer	12.00	\$ 135	\$ 1,620	
Project Engineer/Mgr.	12.00	\$ 115	\$ 1,380	
Engineering Technician	24.00	\$ 85	\$ 2,040	
Construction Inspector	24.00	\$ 65	\$ 1,560	
			Subtotal	\$ 6,600
<b>PHASE 1 SERVICES TOTAL</b>				<b>\$20,840</b>

**B. Phase 2-Cone Road Sewer System Extension**

<b>1. Underground Soft Digs</b>					
Services by Southeast Surveying					
				Subtotal	\$ 7,000
<b>2. Geotechnical Testing</b>					
Services by Ardaman and Associates, Inc.					
				Subtotal	\$ 8,500
<b>3. Additional Spot Topo</b>					
Surveyor	3.00	\$ 105	\$ 315		
2 Man Field Crew	8.00	\$ 100	\$ 800		
Engineering Technician	4.00	\$ 85	\$ 340		
				Subtotal	\$ 1,455
<b>4. Stormwater Modeling/Design</b>					
Chief Design Engineer	10.00	\$ 135	\$ 1,350		
Project Engineer/Mgr.	40.00	\$ 115	\$ 4,600		
Engineering Technician	48.00	\$ 85	\$ 4,080		
AutoCAD Drafter	64.00	\$ 70	\$ 4,480		
Office Assistant	12.00	\$ 45	\$ 540		
				Subtotal	\$ 15,050
<b>5. Preparation of final site construction plans.</b>					
Chief Design Engineer	12.00	\$ 135	\$ 1,620		
Project Engineer/Mgr.	40.00	\$ 115	\$ 4,600		
Engineering Technician	130.00	\$ 85	\$ 11,050		
AutoCAD Drafter	140.00	\$ 70	\$ 9,800		
Office Assistant	10.00	\$ 45	\$ 450		
				Subtotal	\$ 27,520
<b>6. Permit application preparation and submittal.</b>					
Chief Design Engineer	8.00	\$ 135	\$ 1,080		
Project Engineer/Mgr.	16.00	\$ 115	\$ 1,840		
Engineering Technician	24.00	\$ 85	\$ 2,040		
AutoCAD Drafter	24.00	\$ 70	\$ 1,680		
Office Assistant	24.00	\$ 45	\$ 1,080		
				Subtotal	\$ 7,720
<b>7. Preparation of final site construction cost estimate.</b>					
Chief Design Engineer	2.00	\$ 135	\$ 270		
Project Engineer/Mgr.	4.00	\$ 115	\$ 460		
Engineering Technician	16.00	\$ 85	\$ 1,360		
Office Assistant	4.00	\$ 45	\$ 180		
				Subtotal	\$ 2,270

8. Preparation of final bid documents and specification.				
Chief Design Engineer	12.00	\$ 135	\$	1,620
Project Engineer/Mgr.	14.00	\$ 115	\$	1,610
Engineering Technician	24.00	\$ 85	\$	2,040
Office Assistant	24.00	\$ 45	\$	1,080
Subtotal				\$ 6,350
9. Plans copies and CD.				
Project Engineer/Mgr.	2.00	\$ 115	\$	230
Office Assistant	6.00	\$ 45	\$	270
Plans copies and CD.			\$	500
Subtotal				\$ 1,000
<b>C. Bidding and Construction Phase Services (Phase 2)</b>				
Chief Design Engineer	60.00	\$ 135	\$	8,100
Project Engineer/Mgr.	88.00	\$ 115	\$	10,120
Engineering Technician	16.00	\$ 85	\$	1,360
AutoCAD Drafter	30.00	\$ 70	\$	2,100
Construction Inspector	240.00	\$ 65	\$	15,600
Office Assistant	32.00	\$ 45	\$	1,440
Subtotal				\$ 38,720
<b>PHASE 2 SERVICES TOTAL</b>				<b>\$115,585</b>
<b>D. Phase 3-Cone Road Sewer Lateral Connections</b>				
1. Final Water Quality Design				
Chief Design Engineer	6.00	\$ 135	\$	810
Engineering Technician	20.00	\$ 85	\$	1,700
AutoCAD Drafter	10.00	\$ 70	\$	700
Subtotal				\$ 3,210
2. Public meetings and assistance.				
Chief Design Engineer	6.00	\$ 135	\$	810
Project Engineer/Mgr.	6.00	\$ 115	\$	690
Office Assistant	2.00	\$ 45	\$	90
Subtotal				\$ 1,590
3. Preparation of schematic design sketches				
Chief Design Engineer	18.00	\$ 135	\$	2,430
Project Engineer/Mgr.	18.00	\$ 115	\$	2,070
Engineering Technician	42.00	\$ 85	\$	3,570
AutoCAD Drafter	100.00	\$ 70	\$	7,000
Subtotal				\$ 15,070
4. Bidding assistance.				
Chief Design Engineer	6.00	\$ 135	\$	810
Project Engineer/Mgr.	6.00	\$ 115	\$	690
Engineering Technician	6.00	\$ 85	\$	510
Subtotal				\$ 2,010
5. Assistance during sewer services lateral hook up process.				
Chief Design Engineer	12.00	\$ 135	\$	1,620
Project Engineer/Mgr.	18.00	\$ 115	\$	2,070
Engineering Technician	24.00	\$ 85	\$	2,040
Construction Inspector	48.00	\$ 65	\$	3,120
Subtotal				\$ 8,850
<b>PHASE 3 SERVICES TOTAL</b>				<b>\$30,730</b>
<b>PROJECT SERVICES TOTAL</b>				<b>\$167,155</b>

Exhibit B

RESOLUTION 2017-

AN EMERGENCY RESOLUTION OF THE BOARD OF THE MERRITT ISLAND REDEVELOPMENT AGENCY CERTIFYING A VALID PUBLIC EMERGENCY DUE TO PERSONNEL TRANSITIONS THAT NECESSITATE DELEGATION OF PROJECT MANAGEMENT TO THE COUNTY TO AVOID JEOPARDIZING FEDERAL AND STATE GRANTS PROCURED FOR THE CONE ROAD SEPTIC-TO-SEWER PROJECT; WAIVER OF OR CONSENT TO CONFLICT OF INTEREST IN HAVING THE COUNTY ATTORNEY'S OFFICE REPRESENT THE MERRITT ISLAND REDEVLOPMENT AGENCY AND THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS JOINTLY ON THESE PROJECTS.

RECITALS

WHEREAS, the County is engaged in a project to improve drainage and install a sidewalk along Cone Road ("Drainage Project"); and

WHEREAS, the Merritt Island Redevelopment Agency ("MIRA") has embarked on a project to extend sewer service to the area known as the Cone Road Commercial Park in an effort to eliminate septic tanks and alleviate pollution to the Indian River Lagoon ("Sewer Project"); and

WHEREAS, MIRA's executive director was managing the Sewer Project including grant funding, design, and construction, but has since transitioned out of MIRA; and

WHEREAS, there are federal, state, and local grants involved in the Sewer Project that require timely and accurate reporting, invoicing, and oversight of the project and risk forfeiture or clawback of the funding if not met; and

WHEREAS, MIRA has been actively seeking a qualified new executive director, but the position remains unfilled and, in the interim, knowledgeable management of the Sewer Project and associated grants is crucial; and

WHEREAS, the COUNTY through its Public Works Department, Utility Services, and Natural Resources Management Office is best suited to manage the Sewer Project and associated grants because it has knowledge of and has a vested interest in the success of the Sewer Project due to the efforts of those departments to coordinate the Drainage Project with the Sewer Project, both of which are scheduled to be undertaken at the same time; and

WHEREAS, the COUNTY has the ability and expertise to administer the Sewer Project;  
and

WHEREAS, MIRA and the COUNTY agree and find that it would best serve the public interest for MIRA to delegate management and administration of the Sewer Project to the COUNTY in order to ensure the Project's success and compliance with federal, state and local grant funding conditions; and

WHEREAS, the parties wish the Brevard County Attorney to represent both of them; and

WHEREAS, the parties recognize the potential conflict of interest but wish to formally waive their objections and consent to such conflict or potential conflict;

NOW, therefore, MIRA hereby resolves as follows:

Section 1. The above recitals are hereby incorporated into the Resolution by reference.

Section 2. MIRA hereby waives the conflict regarding representation by the Brevard County Attorney, specifically stating as follows:

The Office of the County Attorney represents the County and MIRA. Although the interests of the County and MIRA are generally consistent, it is recognized and understood that differences may exist or become evident during the course of this representation. Notwithstanding these possibilities, the County and MIRA have determined that it is in their individual and mutual interests to have the Office of the Brevard County Attorney represent them jointly in connection with the Drainage Project and Sewer Project. Accordingly, MIRA resolves that the Office of the Brevard County Attorney may represent it in connection with the Drainage Project and the Sewer Project. The MIRA further agrees to waive any potential conflict of interest arising out of, and will not object to, the Office of the Brevard County Attorney's representation of both the County and the MIRA in connection with the Drainage Project and the Sewer Project. It is further understood and agreed that the Office of the Brevard County Attorney may freely convey necessary information provided by one client to the other, and that there will be no secrets between the County and MIRA unless both parties expressly agree to the contrary.

Section 2. The MIRA Board hereby certifies that there is a valid public emergency that necessitates turning over management and administration of the Sewer Project to the County. MIRA has been undergoing a personnel transition since its executive director left, which impacts the management of the Sewer Project. Given the scope of the Sewer Project and the complexity of the grants involved, the MIRA Board finds that a seamless transition plan is essential to the success of the Project. The failure to properly and timely administer all aspects of the Sewer Project will cause delays in completion of the Sewer Project, which could subject MIRA to the clawback provisions of its state grant and forfeiture of its federal grant. In order to prevent such

clawback or forfeiture, the MIRA Board finds that it is the best interest of the Sewer Project for the County to take over administration because the County has the knowledge and experience to ensure seamless success through MIRA's personnel transition. The MIRA Board therefore finds and declares the existence of an emergency requiring the Sewer Project to be administered by the County.

Section 4. The MIRA Board hereby directs its Chair to enter into an interlocal agreement between MIRA and the COUNTY to provide for County management and administration of the Sewer Project and that MIRA will remain financially responsible for the Sewer Project.

**DONE AND RESOLVED THIS** 29th **day of June, 2017**

**Merritt Island Redevelopment Agency:**

By: *Joseph A. Ellis*

Chair

DATE: 6-30-2017



*Cheryl J. Hurren 6-30-17*

Exhibit B

RESOLUTION 2017-

AN EMERGENCY RESOLUTION OF THE BOARD OF THE MERRITT ISLAND REDEVELOPMENT AGENCY CERTIFYING A VALID PUBLIC EMERGENCY DUE TO PERSONNEL TRANSITIONS THAT NECESSITATE DELEGATION OF PROJECT MANAGEMENT TO THE COUNTY TO AVOID JEOPARDIZING FEDERAL AND STATE GRANTS PROCURED FOR THE CONE ROAD SEPTIC-TO-SEWER PROJECT; WAIVER OF OR CONSENT TO CONFLICT OF INTEREST IN HAVING THE COUNTY ATTORNEY'S OFFICE REPRESENT THE MERRITT ISLAND REDEVELOPMENT AGENCY AND THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS JOINTLY ON THESE PROJECTS.

RECITALS

WHEREAS, the County is engaged in a project to improve drainage and install a sidewalk along Cone Road ("Drainage Project"); and

WHEREAS, the Merritt Island Redevelopment Agency ("MIRA") has embarked on a project to extend sewer service to the area known as the Cone Road Commercial Park in an effort to eliminate septic tanks and alleviate pollution to the Indian River Lagoon ("Sewer Project"); and

WHEREAS, MIRA's executive director was managing the Sewer Project including grant funding, design, and construction, but has since transitioned out of MIRA; and

WHEREAS, there are federal, state, and local grants involved in the Sewer Project that require timely and accurate reporting, invoicing, and oversight of the project and risk forfeiture or clawback of the funding if not met; and

WHEREAS, MIRA has been actively seeking a qualified new executive director, but the position remains unfilled and, in the interim, knowledgeable management of the Sewer Project and associated grants is crucial; and

WHEREAS, the COUNTY through its Public Works Department, Utility Services, and Natural Resources Management Office is best suited to manage the Sewer Project and associated grants because it has knowledge of and has a vested interest in the success of the Sewer Project due to the efforts of those departments to coordinate the Drainage Project with the Sewer Project, both of which are scheduled to be undertaken at the same time; and

WHEREAS, the COUNTY has the ability and expertise to administer the Sewer Project;  
and

WHEREAS, MIRA and the COUNTY agree and find that it would best serve the public interest for MIRA to delegate management and administration of the Sewer Project to the COUNTY in order to ensure the Project's success and compliance with federal, state and local grant funding conditions; and

WHEREAS, the parties wish the Brevard County Attorney to represent both of them; and

WHEREAS, the parties recognize the potential conflict of interest but wish to formally waive their objections and consent to such conflict or potential conflict;

NOW, therefore, MIRA hereby resolves as follows:

Section 1. The above recitals are hereby incorporated into the Resolution by reference.

Section 2. MIRA hereby waives the conflict regarding representation by the Brevard County Attorney, specifically stating as follows:

The Office of the County Attorney represents the County and MIRA. Although the interests of the County and MIRA are generally consistent, it is recognized and understood that differences may exist or become evident during the course of this representation. Notwithstanding these possibilities, the County and MIRA have determined that it is in their individual and mutual interests to have the Office of the Brevard County Attorney represent them jointly in connection with the Drainage Project and Sewer Project. Accordingly, MIRA resolves that the Office of the Brevard County Attorney may represent it in connection with the Drainage Project and the Sewer Project. The MIRA further agrees to waive any potential conflict of interest arising out of, and will not object to, the Office of the Brevard County Attorney's representation of both the County and the MIRA in connection with the Drainage Project and the Sewer Project. It is further understood and agreed that the Office of the Brevard County Attorney may freely convey necessary information provided by one client to the other, and that there will be no secrets between the County and MIRA unless both parties expressly agree to the contrary.

Section 2. The MIRA Board hereby certifies that there is a valid public emergency that necessitates turning over management and administration of the Sewer Project to the County. MIRA has been undergoing a personnel transition since its executive director left, which impacts the management of the Sewer Project. Given the scope of the Sewer Project and the complexity of the grants involved, the MIRA Board finds that a seamless transition plan is essential to the success of the Project. The failure to properly and timely administer all aspects of the Sewer Project will cause delays in completion of the Sewer Project, which could subject MIRA to the clawback provisions of its state grant and forfeiture of its federal grant. In order to prevent such

clawback or forfeiture, the MIRA Board finds that it is the best interest of the Sewer Project for the County to take over administration because the County has the knowledge and experience to ensure seamless success through MIRA's personnel transition. The MIRA Board therefore finds and declares the existence of an emergency requiring the Sewer Project to be administered by the County.

Section 4. The MIRA Board hereby directs its Chair to enter into an interlocal agreement between MIRA and the COUNTY to provide for County management and administration of the Sewer Project and that MIRA will remain financially responsible for the Sewer Project.

**DONE AND RESOLVED THIS** 29th **day of June, 2017**

**Merritt Island Redevelopment Agency:**

By: *Frank A. Ellis*

Chair

DATE: 6-30-2017



*Cheryl J. Hurren 6-30-17*