

**MERRITT ISLAND REDEVELOPMENT AGENCY
BOARD OF DIRECTORS MEETING AGENDA
Thursday, April 29, 2021 - 2:00 P.M.**

WELCOME TO THE MIRA BOARD OF DIRECTORS MEETING. MIRA VALUES YOUR ATTENDANCE AND REQUESTS THAT SPEAKERS APPEARING UNDER THE PUBLIC COMMENT SECTION OF THE AGENDA LIMIT THEIR COMMENTS AND/OR PRESENTATION TO MATTERS UNDER THE BOARD'S JURISDICTION. IF YOU WISH TO SPEAK TO ANY ITEM ON THE AGENDA, PLEASE WAIT UNTIL THAT ITEM HAS BEEN CALLED. PERSONS ADDRESSING THE BOARD SHALL HAVE FIVE MINUTES TO COMPLETE HIS/HER COMMENTS ON EACH AGENDA ITEM.

Welcome - Call to Order
Introduction of New Board Member
Pledge of Allegiance
Public Comment – Announcements

- I. Consent:**
 - A. Approval of March 31, 2021 Minutes
 - B. Approval of April 7, 2021 Special Meeting Minutes

- II. Presentations (No Development Presentations):**
 - A. Ethics Education Requirements and Sunshine Law Review
 - B. MIRA Maintenance Obligations/Expense Report

- III. New Business:**
 - A. MIRA Budget FY 2021-2022 Budget – Proposed CIP Projects (Action Item)
 - B. RZK Architects – Amphitheatre (Action Item)
 - C. Signage – Merritt Park Place (50 N. Courtenay Pkwy and SR 520 entrances)
 - D. Signage Proposal 2575 N. Courtenay Pkwy (Exterior Signage) (Action Item)
 - E. RFQ – Landscape Architecture and Engineering (Action Item)
 - F. Sea Ray Drive & Merritt Park Place Concept Planning Stakeholders Meeting (Action Item)

- IV. Ongoing/Old Business Status Updates**
 - A. U-Haul Project Update
 - B. Creative Services RFP
 - C. Charitable Gift Agreement Work Scope (Action Item)
 - D. TDC Amphitheatre Grant Agreement
 - E. Community Redevelopment Plan Survey
 - F. SR 520 and Courtenay Pkwy Landscape Remediation

- V. Board Reports and Presentations:**

Larry Lallo, Executive Director
Cindy Thurman, Land Development Manager
Justin Caron, Assistant County Attorney
Eddie Lebron, Chairman
Andy Barber, Board Member
Wendy Ellis, Board Member
Marcus Herman, Board Member
Jack Smink, Board Member
Jack Ratterman, Board Member
Nicole Morgan, Board Member

**MERRITT ISLAND REDEVELOPMENT AGENCY
BOARD OF DIRECTORS MEETING AGENDA
Thursday, April 29, 2021 - 2:00 P.M.**

Adjourn

The next regularly scheduled meeting of the MIRA Board of Directors is scheduled for May 27, 2021 2:00 P.M.

MERRITT ISLAND REDEVELOPMENT AGENCY BOARD OF DIRECTORS
Meeting Minutes March 31, 2021 – 2:00 PM

MEMBERS PRESENT

Eddie Lebron, Chairman
Andy Barber
Wendy Ellis
Jack Smink
Jack Ratterman

MEMBERS ABSENT

Marcus Herman

AGENCY STAFF

Larry Lallo, MIRA Executive Director
Cindy Thurman, Land Development Manager
Cheryl Hurren, Admin. Assistant to Director

GUESTS

Alex Esseesse, County Attorney's Office
Justin Caron, County Attorney's Office
Jeff Ball, Brevard County Planning & Development Department

CALL TO ORDER AND ROLL CALL

The Board began with the Pledge of Allegiance and Chairman Lebron called the meeting to order at 2:05 p.m.; Ms. Hurren completed a roll call of the Board Members.

PUBLIC COMMENT/ANNOUNCEMENTS: None

I. Consent Agenda

A. Approval of February 25, 2021 Meeting Minutes:

Board Member Barber made a motion to approve the February 25, 2021 meeting minutes. The motion was seconded by Board Member Ellis. The motion was unanimously approved.

II. Development Presentations - None

III. New Business:

A. Charitable Gift Agreement – Director Lallo explained a donation has been presented by a donor through Vanguard Charitable Fund to MIRA for use on landscaping in the Veteran's Memorial Park. There was discussion about the specifications for the project and maintenance.

Board Member Barber made a motion to accept the donation, subject to a review of the scope of work, and setting aside of the contribution \$5,000 towards maintenance. The motion was seconded by Board Member Smink. The motion was unanimously approved.

MERRITT ISLAND REDEVELOPMENT AGENCY BOARD OF DIRECTORS
Meeting Minutes March 31, 2021 – 2:00 PM

B. TDC Amphitheatre Grant Agreement – Director Lallo advised the Board about important elements of the TDC Grant Agreement for the construction of the Amphitheatre. Director Lallo also stated that MIRA’s Amphitheatre funding commitment of \$1,000,000, would be spent first before the TDC grant of \$1,270,833; RZK Architects under management of the County Facilities Department is to do the design and Facilities would be managing the construction of the project. The anticipated start construction date is 2nd or third quarter of FY 2022. It is possible to extend the agreement for good cause to an extension date to 2026; MIRA will need to work out with Parks and the Veterans Memorial Council a Memorandum of Understanding for Management and Maintenance of the facility.

Board Member Ellis made a motion to approve the TDC Agreement. The motion was seconded by Board Member Barber. The motion was unanimously approved.

The Board scheduled a special meeting for April 7 at 3 p.m. to have a focus group meeting with the Veterans and RZK Architects to discuss the TDC Amphitheatre project parameters and conceptual lay out.

Matt Culver with Natural Resources provided an update on the Griffis Landing Roofing Structural modifications and Window Replacement Project. Mr. Culver reviewed the different project costs received through several re-bids and told the Board there remains a short fall from the original amount approved and agreed to by the Board in order to complete the project. Mr. Culver asked if the Board would be able to continue forward, now that the bid prices have substantially improved.

Board Member Barber made a motion to grant the short fall in the amount of \$88,443. The motion was seconded by Board Member Ellis. Discussion: Chairman Lebron commented the bids are a good sign of the market. Board Member Herman said there’s too many amendments. **Board Member Barber suggested adding 5% to cover any future changes which would bring the total to \$95,724.** Per our Budget Analyst, Keith Neterer. The total budget for the project is now \$367,568 and \$24,125 has already been expensed, that leaves \$343,443 in total budget needed to complete the project. There is currently \$255,000 budgeted for this project which means MIRA will need to approve a minimum of \$88,443 to provide enough budget for this project. Board Member Ellis was ok with changing the amount.
The motion was unanimously approved.

MERRITT ISLAND REDEVELOPMENT AGENCY BOARD OF DIRECTORS
Meeting Minutes March 31, 2021 – 2:00 PM

C. Director Lallo shared that the Creative Services RFP has received another round of reviews and that it is ready to move forward. This will enable MIRA to create its web site, and create and initiate its social media and related communications strategies. It was recommended that the Board appoint a new Evaluation/Negotiation Committee Selection, including another person with marketing and web experience. **There was a motion by Jack Smink and a second by Eddie Lebron that the Merritt Island Redevelopment Agency Board of Directors move forward to solicit Request for Proposals Number RFP 7-21-14 - Request for Proposal for Creative Services for Merritt Island Redevelopment Agency and to approve the following Selection and Negotiating Committee Members: Wendy Ellis, MIRA Board Member and Creative Services Project Liaison; Andy Barber, Merritt Island Redevelopment Agency Board (Alternate for Wendy Ellis); Tim Booker, Space Coast Office of Tourism – or Alternative Appointment by Space Coast Office of Tourism Executive Director Peter Cranis; and Larry Lallo, Executive Director.**

D. Director Lallo presented the State Required Annual Report FY 19-20 – prior to the meeting, the Board received a copy of the Agency’s state required Annual Report FY 19-20 for review. Board members expressed their appreciation for the report, and the information sends a good message about the work of MIRA. The report this year includes our audit.

Board Member Barber made a motion to approve the Annual Report FY 19-20. The motion was seconded by Board Member Smink. The motion was unanimously approved.

E. Director Lallo presented the State Required Annual Audit for FY 19-20 completed by Cherry Bekaert. Prior to the meeting, the Board also received a copy of the Agency’s state required Audit report FY 19-20 for their review. Board members expressed their appreciation for the quality of the audit, and our receiving a favorable review.

Board Member Barber made a motion to accept/approve the Annual Audit Report as submitted by Cherry Bekaert. The motion was seconded by Board Member Ellis. The motion was unanimously approved.

F. Community Redevelopment Perspectives Survey – Director Lallo explained to the Board the survey is a tool to obtain community-based perspectives data, as a prelude to our Redevelopment Plan update. Director Lallo requested the Board’s approval to initiate the community data survey which would aide in preparing the upcoming redevelopment plan. Staff will work with Darlene Hunt to develop a short questionnaire to go out with the North Merritt Island Homeowner Association Newsletter, in conjunction with a survey they conduct. A more detailed Perspectives survey will go out to a random sample of Merritt Island residents and businesses island wide. Board Member Andy Barber is willing to assist.

MERRITT ISLAND REDEVELOPMENT AGENCY BOARD OF DIRECTORS
Meeting Minutes March 31, 2021 – 2:00 PM

Board Member Barber made a motion to proceed with the survey. The motion was seconded by Board Member Ratterman. The motion was approved, by members present. Jack Ratterman was excused and had to leave the meeting.

- IV. Director Lallo updated the Board as to the status of the following:**
- A. VMC Amphitheatre Project Update
 - B. U-Haul Project Update
 - C. Board Member Recommendations

V. Board Reports and Presentations:

Wendy Ellis advised the Board that Terry Jordan is now the new director for Space Coast Transit. Staff was notified of one of the new bus shelters had a component part stolen, which directed attention to the contracting a maintenance company for the bus shelters. Board member Ellis suggested Mike McGrew in Facilities be notified.

Cindy Thurman, Land Development Manager: No report.

Alex Esseeese, MIRA Attorney: shared that Public Works wants clarification of funding of the South Courtenay/Cone Road project landscaping and maintenance. Attorney Esseeese also told the Board this meeting would be last and Jason Caron would be taking his place.

Jason Caron, Assistant County Attorney: No report.

Eddie Lebron, Chairman: thank Staff, Board members, and volunteers for their participation. South Courtenay needs love.

Andy Barber: told the Board Mr. Sutton does not have any interested parties in his property.

Marcus Herman: Absent.

Wendy Ellis: No report.

Jack Smink: left at 4:10.

Jack Ratterman: Shared that North Merritt Island is still looking forward for MIRA's expansion.

Board Member Barber made a motion to adjourn the meeting at 5:06. Board Member Ellis seconded the motion. Unanimously approved.

The next regularly scheduled meeting of the MIRA Board of Directors is April 29, 2021 at 2:00 p.m.

MERRITT ISLAND REDEVELOPMENT AGENCY BOARD OF DIRECTORS
Special Meeting Minutes April 7, 2021 – 2:00 PM

MEMBERS PRESENT

Eddie Lebron, Chairman
Marcus Herman
Andy Barber
Wendy Ellis
Jack Smink
Jack Ratterman

MEMBERS ABSENT

AGENCY STAFF

Jason Caron, MIRA Attorney; CAO
Larry Lallo, MIRA Executive Director
Cindy Thurman, Land Development Manager
Cheryl Hurren, Admin. Assistant to Director

GUESTS

Don Weaver, Veteran's Memorial Park
John Zwick, Project Architect
Tim Lawry, Facilities Project Team
Mike Dunlap, Facilities Project Team
Commissioner Bryan Lober

CALL TO ORDER AND ROLL CALL

Chairman Lebron called the meeting to order at 2:25 p.m.; Ms. Hurren completed a roll call of the Board Members. Director Lallo initiated an around the room introduction by each person.

Director Lallo shared there are 2 parts to this special meeting today. This 1st part is for the benefit of Mr. Zwick of RZK Architects to hear what the Board would like to see in the design of the Amphitheatre at Veteran's Park so he has a starting point. There is a 2.3 million-dollar budget for the project with 1.0 million coming from MIRA and a 1.3 million-dollar grant from the TDC along with their expectations generated by MIRA's application for the grant. In addition, Don Weaver is here to share the Veteran's expectations and submitted an event list with the Freedom Ride Home scheduled in May.

Mr. Zwick said the key factor in developing facilities is to consider serving the crowd size, accommodating the performers, providing for their mode of transportation, and unloading their equipment. Restrooms were discussed, with the goal being of reaching a number of restrooms to take care of the average size crowd attending the 26 large events. Sanitary sewer connection will be required.

MERRITT ISLAND REDEVELOPMENT AGENCY BOARD OF DIRECTORS
Special Meeting Minutes April 7, 2021 – 2:00 PM

Mr. Zwick and Mr. Lallo shared with the Board that moving of the “Medal of Honor” Monument needs to be considered due to our space requirements to reach optimum capacity as approved by the TDC Grant of 5,000 persons, and at the same time being respectful of the monument during Amphitheatre performances. Commissioner Lober was present for the discussion and will plan to initiate a meeting with the supporters of the monument, known as the River Rats organization, Mr. Weaver, Commissioner Lober, Mr. Zwick, and Mr. Lallo to consider another site.

Mr. Zwick was asked to provide a concept sketch based on today’s discussions by April 22nd to be presented at the MIRA meeting on April 29. Mr. Lallo to let Mr. Zwick know who the meeting works out with the River Rats Medal of Honor team.

The Board also talked briefly about parking and the need for hiring a manager for scheduling and managing performances. Part one ended at 4:00.

Director Lallo presented the 2nd part of the meeting for consideration of MIRA’s 7th Board Member. 3 candidates have been scheduled and at the end of the interviews, score sheets are to be completed anonymously by each sitting Board Member and the score sheets will be tallied by Larry Lallo and Chairman Lebron. The totals will be the basis for the final selection, if the Board approves of the process. There was a consensus to move forward.

Interviewees: Tammy Dabu, 4:15-4:35. Joan Sinatra, 4:37-4:47. Nicole Morgan, 4:49-5:07. Mr. Lallo asked Chairman Lebron to tally the score sheets while Mr. Lallo observed. The tally found Nicole Morgan to have the Board’s highest score. Director Lallo said he would contact Ms. Morgan to offer her the Board seat, subject to Commissioner Lober putting forth her name to be appointed and approved by the BoCC.

Meeting was adjourned at 5:30 p.m.

The next regularly scheduled meeting of the MIRA Board of Directors is April 29, 2021 at 2:00 p.m.

Sunshine Law Review

Brevard County Attorney's Office

SUNSHINE LAW



What is the Sunshine Law?

- Florida's Government in the Sunshine Law, also called the Open Meetings law, provides a right of access to governmental proceedings.
- The Government in the Sunshine law is such an important part of Florida law that it is constitutionally guaranteed at Article I, Section 24 of the Florida Constitution.

Meeting Requirements

§ 286.011, Fla. Stat.

- Three Simple Requirements:
 - Meetings of public boards, councils and commissions must be open to the public;
 - Reasonable notice of such meetings must be given; and
 - Minutes of the meetings must be taken.

Open Meeting Requirements

- Unless the three requirements are met, two or more members of the same board, council or commission may not discuss any matter on which foreseeable action will be taken by that board, council or commission.

Open Meeting Requirements

- Two or more members may NOT take action on or engage in private discussion of board business via:
 - Written correspondence;
 - E-mails, text messages, or other electronic communications;
 - Private phone conversations; and
 - Facebook/social media interactions.

NOTE: The practice of distributing position papers to the other members prior to discussion at a public meeting is not a violation if it does not solicit comments, but it is discouraged.

Open Meeting Requirements

- Don't use facilities that discriminate or that restrict access.
- Avoid places that create a chilling effect on public attendance (such as restaurants requiring food service).
- Make sure the size of the facility is adequate to accommodate the public.
- Make sure the discussion is audible.
- Side Bar Conversations and Conversations before and after a meeting

Reasonable Notice Requirement

- Reasonable public notice is required for all public meetings disclosing:
 - The time and place of the meeting;
 - If available, the agenda, or if no agenda is available, the general subject matter.
- For regularly scheduled meetings, notice should be provided at least 7 days prior to the meeting.
- For special or emergency meetings, it is preferable to provide at least 72 hours notice (but not less than 24 hours notice).
- The board can discuss matters that are not on the agenda, but the Attorney General has advised that any formal action on those matters should be postponed.

Minutes

- Verbatim transcript is not required. Summary reflecting the events of the meeting is sufficient.
- Must be promptly recorded and open to public inspection.
- No specific time frame, but should not be delayed.

Who is Covered under the Sunshine Law?

- Councils, boards and commissions of state agencies, counties, municipal corporations and political subdivisions.
- Elected or appointed councils, boards or commissions.
- Private companies doing business on behalf of a government agency.
- One person acting on behalf of a board or commission.

Social Events

- Can two members of the same public board socialize outside of public meetings?
 - Yes, but they may not discuss matters which may come before their council, board or commission.
Be careful to avoid the appearance of impropriety.

Meetings with Staff

- Meetings with staff
 - Single board member vs. multiple board members
 - When staff is appointed to board
- Meeting member of separate Board/Agency
- Staff cannot be conduit to communicate with other Board members
- CANNOT use text, social media, email or phone to circumvent sunshine requirements

Participation in Other Public Meetings

- Members may attend a public meeting of another public body and express their opinions, even though other members may be in attendance, provided there is no discussion or debate between the members.

Public Records

What is a public record?

A “public record” is defined by statute as: “all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.”

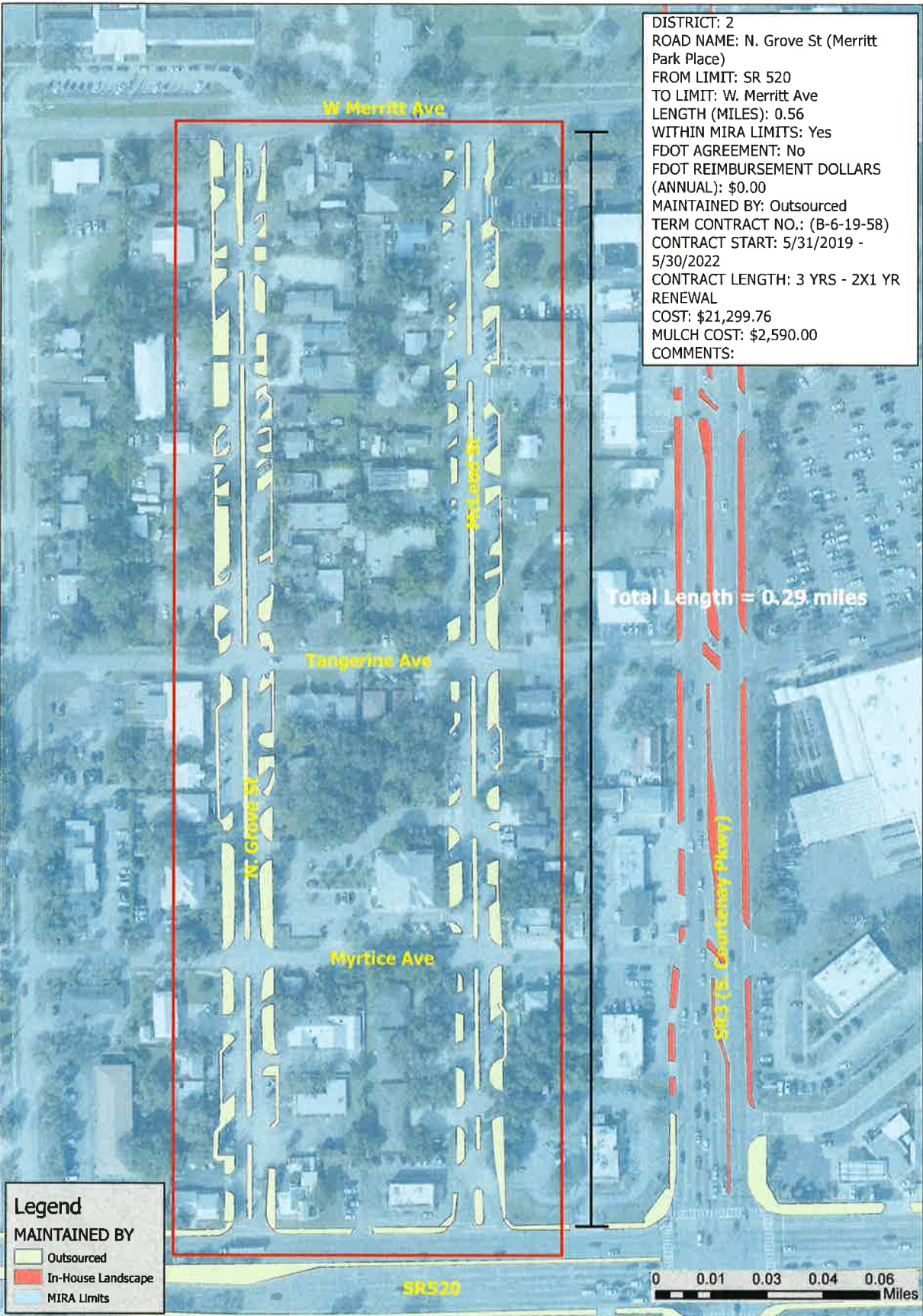
- **Mandatory Training for Elected or Appointed Officials on a Board**

Questions

DRAFT OF BREVARD COUNTY/MERRITT ISLAND REDEVELOPMENT AGENCY MAINTENANCE AREAS - ESTIMATED EXPENSES

| MAINTENANCE AREA | SUMMARY OF PROJECT MAINTENANCE WORK ITEMS | RESPONSIBLE MAINTENANCE ENTITY | WHO IS MAINTAINING AT THIS TIME | ANNUAL ESTIMATED MAINTENANCE COSTS TO MIRA | ESTIMATED ANNUAL MAINTENANCE COST TO BREWARD COUNTY | FUNDING SOURCES | GOVERNING AGREEMENTS |
|--|--|--|--|--|--|---|---|
| STATE ROUTE 520 (WEST MERRITT ISLAND CAUSEWAY) FROM HUBERT HUMPHREY BRIDGE EAST TO S. BANANA RIVER DRIVE MEDIANS AND RIGHT OF WAY AREAS | MEDIAN AND RIGHT OF WAY LANDSCAPING DECORATIVE FAUX BRICK CROSSWALK AREAS IRRIGATION SYSTEMS PAVERS | Brevard County is the Responsible Party. In the Florida Department of Transportation (FDOT) Through a Joint Interlocal Agreement (JPA). Initially there was an interlocal agreement with the county for 5 years. Brevard County also has an agreement for all of 520 from 1-95 for low level maintenance. MIRA IS ALSO RESPONSIBLE THROUGH A JPA FOR MAINTENANCE OF CROSSWALKS AND PAVERS. MIRA PAYS FOR extraordinary items outside of the Scope of Work such as Irrigation pump. | RIGHT OF WAYS AND MEDIANS - BREWARD COUNTY PUBLIC WORKS DEPARTMENT DIVISION OF MAINTENANCE - Jason Kelly Reports to Mark Bernath Public Works Director - And their Subcontractors subcontractors - J&S, Global Greens, and others. | \$0 - No Active Interlocal Agreement: MIRA Not Paying any Annual Maintenance Costs but likely will be providing for \$50,000 - \$100,000 in Remediation Maintenance. Previous Director initiated a \$50,000 annual budget item for Replacement of all Area of MIRA Pavers and Crosswalks. Preparing for Crosswalks and Pavers Remediation of \$350,000 | IN 2016- TOTAL: \$271,482 - \$11,000 MULCH; \$200,586 CONTRACTED SERVICES; \$9744 IN HOUSE SERVICES. CURRENT 2020 FIGURES OVERALL FOR SR 520 AND SR 3 AND MERRITT PARK PLACE AND HUBERT HUMPHREY BRIDGE ARE GETTING CLOSER TO: \$250,000 Annually. | Currently funded via District 2 MSTU; FDOT; Agreement at This time only provides the County with \$32,500 annually for Corridor from 1-95 to Cocoa Beach. Entire District 2 MTSU in 2016 was \$51,568 | Long History of MOU's and MEMO's with a 2005 Agreement between MIRA and the County for SR 520 and SR 3 and Merritt Park Place at \$80,740 total cost. Maintenance with MIRA to pay 50% starting in 2005 reducing to 0% in 2010. 2012 AQLAT FOOT MOU for Maintenance |
| Estimated Project Budget | | | | \$ 50,000 \$ | \$ 195,000 \$ | | |
| MERRITT PARK PLACE IMPROVEMENTS (GROVE STREET AND MCLEOD STREET) | DECORATIVE IRRIGATION SYSTEMS | Brevard County is the Responsible Party to the Florida Department of Transportation (FDOT) Through a Joint Planning Agreement (JPA). MIRA has been paying for extraordinary items outside of the landscape maintenance Scope of Work such as Irrigation pump. | RIGHT OF WAYS AND MEDIANS - BREWARD COUNTY PUBLIC WORKS DEPARTMENT DIVISION OF MAINTENANCE - Jason Kelly Reports to Mark Bernath Public Works Director - And their Subcontractors - J&S, Global Greens, and others. | \$0 - No Active Interlocal Agreement: MIRA Not Paying any Annual Maintenance Costs but likely will be providing for \$40,000 Remediation - 6 Years Deferred Maintenance. Previous Director initiated a \$50,000 annual budget item for Replacement of all Area of MIRA Pavers and Crosswalks. Preparing for Crosswalks and Pavers Remediation of \$350,000 | TOTAL: \$5,987.50 \$1,387.50 MULCH; \$4,000 IN HOUSE. | Currently funded by: MSTU; FDOT; Public Works | EXPIRED 2008-2012 INTERLOCAL AGREEMENT WITH BREWARD COUNTY PUBLIC WORKS FOOT JOINT PARTICIPATION (JPA) AGREEMENT 237705-4-58-01 EFFECTIVE 04/21/2008 |
| Estimated Project Budget | | | | \$ 10,000 \$ | \$ 40,000 \$ | | |
| HUBERT HUMPHREY BRIDGE MEDIAN ONLY | MEDIAN AND RIGHT OF WAY LANDSCAPING GATEWAY SIGNS STREET LIGHTING IRRIGATION SYSTEMS (2 PUMPS AT MCLEOD AND GRIFFIN AND PUMP AT GRIFFIS LANDING FEEDING WATERWAY PARK) COCOA WATER BILL PPL ELECTRICAL BILL | Brevard County/MIRA with No Specific Agreements currently in place - possibly informally related to agreed exchange of ROW for Parking, MIRA handling irrigation and lighting and utilities | Brevard County is maintaining Merritt Park Place Landscaping This may also be related to agreed exchange of ROW for Parking, MIRA handling irrigation and lighting and utilities | \$0 - No Active Interlocal Agreement: MIRA Not Paying any Annual Maintenance Costs but likely will be providing for Remediation. Previous Director initiated a \$50,000 annual budget item for Replacement of all Area of MIRA Work | TOTAL: \$13,906, \$12,408 Contracted Services; \$1,500 In House Cost | | EXPIRED 2011 INTERLOCAL AGREEMENT WITH PARKS AND REC |
| Estimated Project Budget | | | | \$ 5,000 \$ | \$ 25,000 \$ | | |
| WATERWAY PARK SITUATED ON CAUSEWAY AREA BELOW AND NORTH AND SOUTH OF HUBERT HUMPHREY BRIDGE EAST OF COCOA CITY LIMITS. | LANDSCAPING - ROYAL PALMS SIGNAGE GATEWAY PUMP AT GRIFFIS PUMP AT GRIFFIS COCO WATER BILL PPL ELECTRICAL BILL | There is no active contract and seems to be no obligation of MIRA to maintain this park. In 2008 - 2013 there was an Agreement with Brevard County for maintenance of Waterway Park but it expired. MIRA was paying about \$25,000/YR. Does not seem to be a legal basis for maintenance expenses. | FUTURE PROJECT TO BE DISCUSSED | \$0 - No Active Interlocal Agreement: MIRA Not Paying any Annual Maintenance Costs but likely will be providing for Remediation. MIRA pays for occasional items, that it has vested interest to maintain - signage, lighting, irrigation, etc. | | | |
| Estimated Project Budget | | | | \$ - \$ | \$ - \$ | | |
| SOUTH COURTEWAY PARKWAY FROM CORTENBERRY TO CONE ROAD ESTIMATED PROJECT COSTS APPROACHING \$2.2 MILLION - LANDSCAPING ESTIMATED AT \$300,000; MIRA PROJECT CONTRIBUTION OF IN TOTAL OF \$1.3 MILLION. | FUTURE MEDIAN LANDSCAPING INSTALLATION AND MAINTENANCE; IRRIGATION SYSTEMS: This project is in preliminary planning stage, and will facilitate the implementation of solutions for a road safety and capacity issue, a stormwater improvement need along the west side of South Courtenay, and roadway Landscaping enhancement for the large linear median on the east side approaching Cone Road. Courtenay Parkway median, street scape and safety upgrades. Sidewalk enhancement and lighting are anticipated elements of the project. | FUTURE PROJECT TO BE DISCUSSED | FUTURE PROJECT TO BE DISCUSSED | \$ - \$ | \$ - \$ | | |
| Estimated Project Budget | | | | \$ - \$ | \$ - \$ | | |
| BUS SHELTERS STATE ROUTE 520 (WEST MERRITT ISLAND CAUSEWAY) FROM HUBERT HUMPHREY BRIDGE EAST TO S. BANANA RIVER DRIVE NORTH COURTEWAY PARKWAY FROM SR 520 NORTH TO SR 528 MIRA ESTIMATED INVESTMENT \$250,000 (When 8 Shelter are completed) | BUS SHELTER SITES ROUTINE MAINTENANCE 4 Mode solar powered Bus Shelters have designed and completed. 4 more Bus Shelters are in the planning phase with Space Coast Area Transit. Inspection of Sites: Weed Eating Perimeter; Cleaning entry of shelter and seating areas; removal of graffiti; pressure clean concrete areas; inspect for vandalism; Disinfecting trash cans; check lights and solar panels; and operation of big belly trash cans; Herbicide for Weeds; Blow grade 5-10 feet from shelter; and pick up trash in same area; remove gum; inspect nests removal; inspect fasteners; bug removal (from light fixtures); pressure wash the shelter; blow off concrete area | MIRA is Responsible for General Routine Maintenance. Space Coast Area Transit is responsible for equipment/field assets/parts. MIRA to pay for installation. | No Contract has gone out to bid yet. | Costs are estimated at \$4,000 per year per bus shelter including reserves for replacement maintenance. Costs will double to approximately \$20,000 when we expand to 8 Shelters. | | | |
| Estimated Project Budget | | | | \$ 15,000 \$ | \$ - \$ | | |
| MERRITT PARK PLACE IMPROVEMENTS PHASE II MIRA Investment \$1,400,000 | Phase II involved construction of storm water Lakes. Phase II involved completion of essential improvements such as extension of sidewalk areas; boardwalks; initial phases of landscaping with trees, security gates; west parking lot and lighting. | PARKS DEPARTMENT | PARKS DEPARTMENT | \$ - \$ | \$ - \$ | | |
| Estimated Project Budget | | | | \$ - \$ | \$ - \$ | | |

DISTRICT: 2
 ROAD NAME: N. Grove St (Merritt Park Place)
 FROM LIMIT: SR 520
 TO LIMIT: W. Merritt Ave
 LENGTH (MILES): 0.56
 WITHIN MIRA LIMITS: Yes
 FDOT AGREEMENT: No
 FDOT REIMBURSEMENT DOLLARS (ANNUAL): \$0.00
 MAINTAINED BY: Outsourced
 TERM CONTRACT NO.: (B-6-19-58)
 CONTRACT START: 5/31/2019 - 5/30/2022
 CONTRACT LENGTH: 3 YRS - 2X1 YR RENEWAL
 COST: \$21,299.76
 MULCH COST: \$2,590.00
 COMMENTS:



Legend
 MAINTAINED BY
 Outsourced
 In-House Landscape
 MIRA Limits

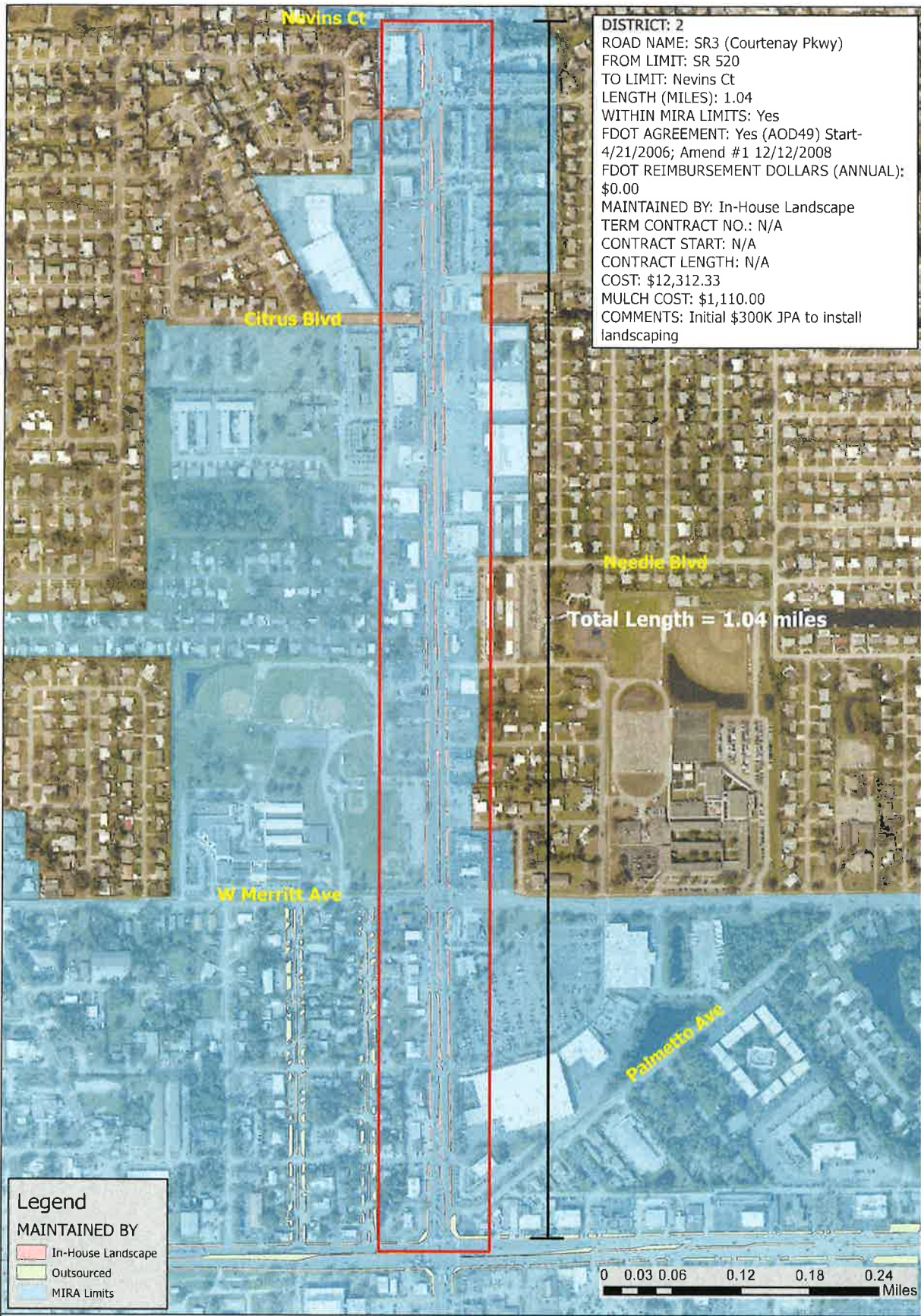


Merritt Park PI - Brevard
 County Landscaping
 Merritt Island - District 2

N. Grove St and McLeod St
 SR520 to W Merritt Ave
 Length 0.29 Miles
 Actual Landscaping Length 0.58 miles



This map is for informational purposes only.
 C. Ireland, February 2021.



SR3 (N Courtenay Pkwy) -
 Brevard County Landscaping
 Merritt Island - District 2

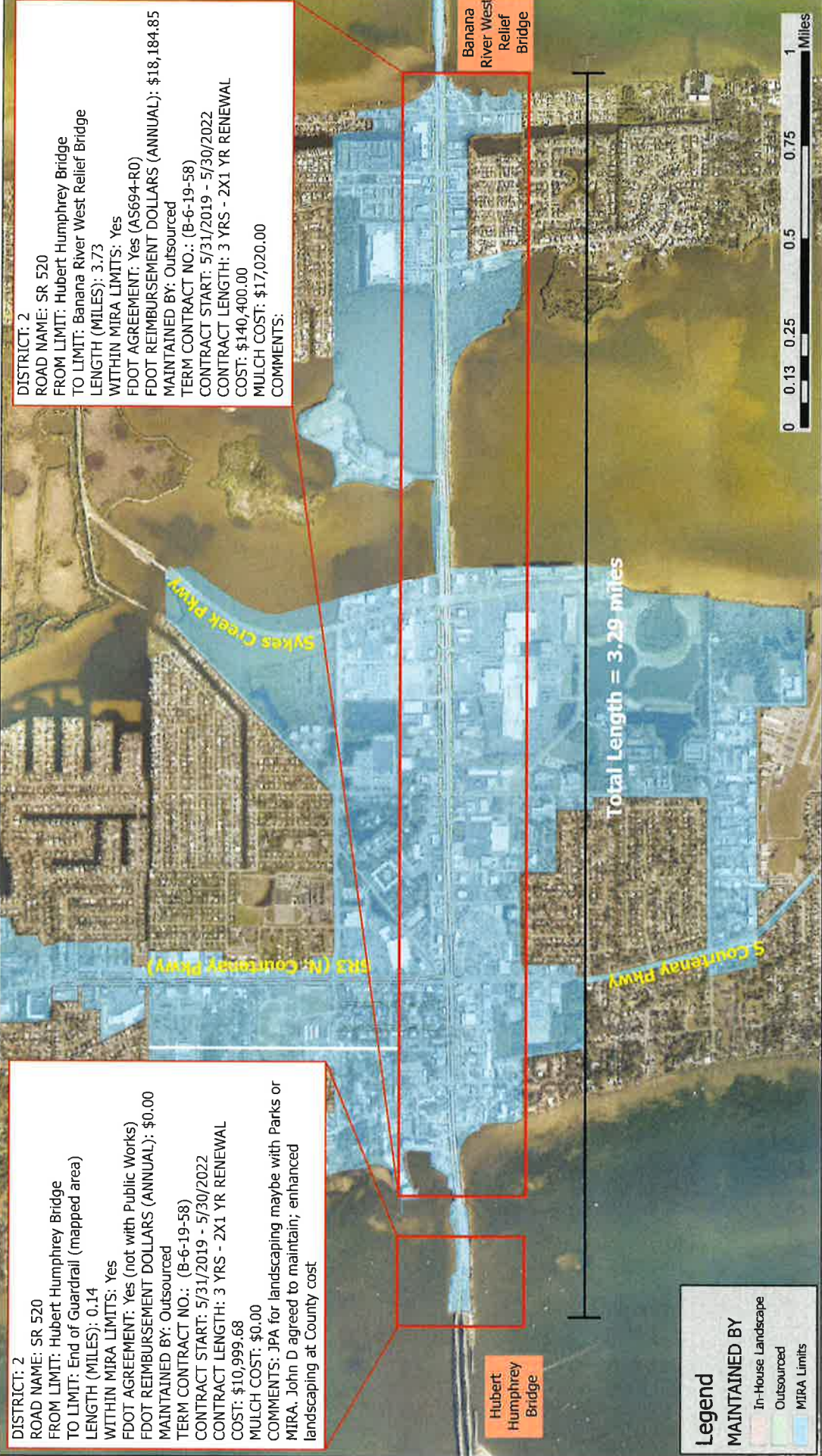
SR520 to Nevins Ct
 1.04 Miles



This map is for informational
 purposes only.
 C. Ireland, February 2021.

DISTRICT: 2
 ROAD NAME: SR 520
 FROM LIMIT: Hubert Humphrey Bridge
 TO LIMIT: End of Guardrail (mapped area)
 LENGTH (MILES): 0.14
 WITHIN MIRA LIMITS: Yes
 FDOT AGREEMENT: Yes (not with Public Works)
 FDOT REIMBURSEMENT DOLLARS (ANNUAL): \$0.00
 MAINTAINED BY: Outsourced
 TERM CONTRACT NO.: (B-6-19-58)
 CONTRACT START: 5/31/2019 - 5/30/2022
 CONTRACT LENGTH: 3 YRS - 2X1 YR RENEWAL
 COST: \$10,999.68
 MULCH COST: \$0.00
 COMMENTS: JPA for landscaping maybe with Parks or MIRA. John D agreed to maintain; enhanced landscaping at County cost

DISTRICT: 2
 ROAD NAME: SR 520
 FROM LIMIT: Hubert Humphrey Bridge
 TO LIMIT: Banana River West Relief Bridge
 LENGTH (MILES): 3.73
 WITHIN MIRA LIMITS: Yes
 FDOT AGREEMENT: Yes (AS694-R0)
 FDOT REIMBURSEMENT DOLLARS (ANNUAL): \$18,184.85
 MAINTAINED BY: Outsourced
 TERM CONTRACT NO.: (B-6-19-58)
 CONTRACT START: 5/31/2019 - 5/30/2022
 CONTRACT LENGTH: 3 YRS - 2X1 YR RENEWAL
 COST: \$140,400.00
 MULCH COST: \$17,020.00
 COMMENTS:



Legend

MAINTAINED BY

- In-House Landscape
- Outsourced
- MIRA Limits



**SR520 - Brevard County Landscaping
 Merritt Island - District 2**

East end of Hubert Humphrey Bridge to west end of Banana River
 West Relief Bridge
 Agreement Length 3.73 miles
 Measured Length 3.29 miles
 Actual Landscaping Length 3.10 miles

This map is for informational purposes only.
 C. Ireland, February 2021.

Frazier, Lisa

From: Frazier, Lisa
Sent: Monday, January 11, 2016 2:17 PM
To: Behl-Hill, Becky
Subject: RE: Hubert Humphry Bridge Landscape Maintenance

Importance: High

Becky

I attended a webinar before Christmas with the Director of Florida Redevelopment Association as one of the presenters. She answered a question pertaining to the relevance of maintenance and stated something along the lines of "maintenance of projects that receive majority of funding from CRA and are part of the Master Plan are allowed to receive funding for continued maintenance". I also reached out to my associate in Titusville who was the former Palm Bay CRA director too. He states that "Yes, Titusville does pay for maintenance of beautification and infrastructure improvements. Palm Bay did as well. I recall the old FRA Attorney saying at a conference that CRA's can pay for maintenance of improvements paid for by the CRA as funding the maintenance of the projects protects the CRA's investment. The CRA can't pay for maintenance of things that are generally paid for by the City such as existing street lights, road maintenance, etc. The Titusville FY16 CRA budget budgeted \$32,000 for street lights and irrigation maintenance and \$64,000 for right of way maintenance. When I was with Palm Bay, the CRA funded maintenance and repair of street beautification improvements (landscaping, signage, lighting, etc.) as well as storm water retention pond maintenance..... In Titusville the CRA is paying the entire maintenance costs. In Palm Bay, the CRA paid the entire cost unless the maintenance went over budget then the City paid for the additional cost. The Public Works Dept. who did the maintenance in-house picked up the cost."

In addition, I reviewed the Statute and found that 163.370 repeatedly mentions support for investment into beautification projects/improvements/repair. The Master Plan includes the roadway beautification projects that we have constructed. We also have an agreement of county services that require reimbursement for services, such as maintenance. Therefore, based on this knowledge and the fact that we have two JPA's with FDOT that state MIRA is responsible for maintenance of the beautification projects, we would like to proceed with a formal agreement with Brevard County to compensate them into the future for beautification projects that may require maintenance by Public Works or Parks and Rec. This way, a portion of the tax increment dollars will go towards "funding the maintenance of the projects protects the CRA's investment" even after MIRA is gone!

Please assist me in pulling together this document. I am meeting with John and Jack next week (Jan 20th) to discuss further. Your presence would be helpful if you are available.

Again, I am available to meet with you at Viera this Thursday afternoon or next Friday morning.

Sincerely,



Lisa Leger Frazier

Executive Director

MERRITT ISLAND REDEVELOPMENT AGENCY

After much discussion with the department heads and D2, I would like to request that MIRA agree to perform a one-time clean up on the bridge, just to get it done, and request that Public Works make the continued maintenance part of their contract with FDOT. The cost quoted by M&M last year is still valid for this year. They have stated they can clean up the mess that is there for \$760.00. Please see response from Jack Masson below regarding Parks and Rec's determination. D2 agrees that maintenance of the FDOT roadway should be public works as part of their ongoing agreement with FDOT.

Please advise if I have the authorization to hire M&M for a one time clean-up of the Hubert Humphry Bridge landscape prior to the Public Works including this in the existing SR 520 maintenance contract.



Lisa Leger Frazier

Executive Director

MERRITT ISLAND REDEVELOPMENT AGENCY

2575 N. Courtenay Parkway, Room 207

Merritt Island, FL 32934

Phone #321-454-6610

Email: Lisa.Frazier@brevardcounty.us

Liz—Please allow me to provide a brief history of the issue of the landscaping of the median at the immediate east side of the Hubert Humphrey Bridge on Highway 520 (between the east and west directional lanes of traffic). MIRA funded the design, material selection and installation for the landscaping of said median under the previous MIRA Director. He did speak with both Dom DeAngelis (Parks Superintendent) and I reference us taking the responsibility of future maintenance. Neither of us agreed to this, nor accepted the responsibility.

When this issue was recently brought to my attention by Lisa Frazier, MIRA Director, I assumed, although incorrectly, the responsibility fell under Brevard County Public Works, who, incidentally is maintaining a considerable amount of medians along 520. After contacting Mr. Denninghoff and Jason Kelly, I was informed this specific median was not under the responsibility of their contract(s). They, too, have assumed the financial responsibility of maintenance of MIRA landscaped medians. I requested John/Jason provide me the cost from their contractor(s) for maintaining this median. I received the following quote: \$550 for the initial clean up, with \$350 thereafter, serviced twice monthly. This equates to \$8,600/year (please note—this price does not include any work needed for the palm trees. On another note, I would be concerned by allowing Park staff to perform this work at this location for safety and liability concerns—working between a heavy travelled highway.

Jack Masson, Director
Parks and Recreation Department
Brevard County, Florida
2725 Judge Fran Jamieson Way
Suite B203
Viera, FL 32940

MIRA PROPOSED CIP PROJECTS FY 2021-2022

PROJECT NAME: Amphitheatre at Veterans Memorial Park (VMC)
TOTAL PROJECT COSTS: \$2,270,833
TOTAL MIRA FUNDING: \$1,000,000
OTHER FUNDING: \$1,270,833 (Tourism Development Council)

The Veterans' Memorial Park Amphitheatre will serve the Veterans and Citizenry of Brevard County as a quality outdoor venue for Veterans, Tourism and Community events. The outdoor venue area will support a high quality engineered bandshell and will host up to 5,000 persons for a broad category of Veterans and Community oriented events. The project is the culmination of MIRA's involvement in making a series of permanent improvements to this unique park managed by and honoring our Veterans. Cumulative annual attendance at the Park, the Veterans' Museum, and the Amphitheatre, is projected to be in excess of 100,000 persons.

PROJECT NAME: Veterans' Memorial Park Phase III Improvements
TOTAL PROJECT COSTS: \$1,050,000
TOTAL MIRA FUNDING: \$1,000,000
OTHER FUNDING: \$ 50,000 (Private Donors)

The Veterans' Memorial Park most recent **Phase II** enhancements included engineering and site planning with necessary infrastructure such as parking, sidewalks, walking bridges and pathways. **Phase III** improvements will include, implementation of a landscape plan with irrigation, and will include plantings that honor the Veterans and provides for designated areas for memorial trees, benches throughout the park and sites for the future Vietnam Veteran Memorial wall, future Medal of Honor monumentation and bandshell/ amphitheatre. In addition, electrical, water, and sanitary lines infrastructure, to serve vendors, guests at events, including installation of pavers marking the future Medal of Honor Tribute Memorial, Fitness Trail, and decorative security lighting. These enhancements will be completed through matching funds, partnerships with Brevard County Parks and Recreation, Brevard County Facilities, Veteran Groups and generous philanthropic entities

PROJECT NAME: MIRA MERRITT ISLAND BRANDED BUS SHELTER
TOTAL PROJECT COSTS: \$380,000
TOTAL MIRA FUNDING: \$165,000
OTHER FUNDING: \$165,000 (Space Coast Area Transit Federal Grants)

In an overall effort to prevent slum and blight, address areas of safety, improve the quality of access to public transportation, enabling employment for those without use of private autos, this project is to facilitate the continuation of development, implementation and installation of four (4) new user-friendly quality bus shelters with identifying markers for the Merritt Island Redevelopment Area along the two main Merritt Island corridors, S.R. 3 and S.R. 520.

Average Daily traffic volumes along these corridors combined exceeds 70,000 trips. The infrastructure benefits of bus shelter "stations" will promote multi modal transportation by providing bike racks, less visual blight by controlling litter with composting trash receptacles and cigarette disposal systems. Added solar lighting will deter crime and vandalism and promote safety in slum and blighted areas adjacent to the main corridors. This project is in partnership with the Space Coast TPO and Space Coast Area Transit.

PROJECT NAME: Griffis' Landing Access – Fuel Docks and Dredging
TOTAL PROJECT COSTS: \$ 500,000
TOTAL MIRA FUNDING: \$ 500,000

Ongoing Facilities improvements at Griffis landing in conjunction with installation of a new fuel tank and the existing pump out station will increase public waterfront usage, adding a sustaining economic benefit for the Landing and its businesses. This project will include a site needs analysis for signage for the fuel dock, lighting for safety, emergency access and ADA compliant access. The dredged depth of the waterway entrance and the consideration of boat traffic lighting and aids to navigation are also enhancements that will be considered to encourage visitors and enable a safe approach. Interest in a commercial marina mooring field infrastructure development is a natural step as it was a viable working marina for many years. All feasible constructions are anticipated to occur subsequent to the fuel dock installation.

PROJECT NAME: Median 520 East- Safety Median Expansion
TOTAL PROJECT COSTS: \$ 356,810
TOTAL MIRA FUNDING: \$ 204,935
FDOT GRANT \$ 151,875

MIRA has diligently worked for many years with FDOT to apply for the available landscaping grants for the safety medians installed along the highways through FDOT. The last of the safety medians for 520 within MIRA's jurisdiction are going in next summer. MIRA has been working with FDOT since 2018 to apply for the available grants. The medians are smaller in area and the project is smaller in scope. Anticipated installation will not occur until 2022.

PROJECT NAME: South Courtenay Cone to Fortenberry Road Widening
TOTAL PROJECT COSTS: \$ \$2,200,000
TOTAL MIRA FUNDING: \$ 1,300,000
TOTAL COUNTY FUNDING: \$ 800,000 (From Impact Fees)

This project is a partnership of the implementation of solutions for road safety and capacity issues. A perceived need for stormwater improvement along the west side of South Courtenay and a roadway enhancement for the segment that contains a large linear median on the east side approaching Cone Road, as you drive from north to south. This median contains a pedestrian sidewalk. Enhancements of this area is a supplemental but visually essential to finish the work done to Cone Road. It is anticipated that public input, existing condition elements, engineering and design of these components will be underway and completed in concert with the development of the commercial parcel on the west side of south Courtenay Parkway and the road widening.

PROJECT NAME: Merritt Square Mall Town Centre/Fortenberry Relocation
TOTAL PROJECT COSTS: \$ 175,000 (Architecture, Engineering, & Due Diligence)
TOTAL MIRA FUNDING: \$ 175,000

This project, in collaboration with the Merritt Square Mall property owners and partners including many Brevard County departments, will update and enhance the conceptual redevelopment plan for what has been identified as the "new downtown" for Merritt Island. Included in this concept plan is the completion of stormwater elements for connection of the Mall property to the Stormwater Treatment Lake at the Veterans' Memorial Park, feasibility and probable costs of the relocation of Fortenberry Road and an overlay of alternative development standards to facilitate the redevelopment of the Mall and surrounding areas.

PROJECT NAME: North of S.R. 520 Stormwater Project
TOTAL PROJECT COSTS: \$75,000 (Engineering, Permitting, Due Diligence)
TOTAL MIRA FUNDING: \$75,000

This project will facilitate engineering and design of a stormwater management project and a water quality issue specifically for the sub-basin north of S.R. 520, east of Plumosa Street to the Sykes Creek area. This area lacks significant stormwater treatment capacity. The large asphalted and blighted area south of the large "Health Plex", which is the location of the new hospital is highly anticipated. This project will be a solution for the flooding and safety issues at the intersection of Plumosa Street and East Merritt Avenue and could have an impact on the health of the Sykes Creek Indian River Lagoon Basin directly to the east and the Ulamay Wildlife Sanctuary to the northeast of the area.

PROJECT NAME: Plumosa/S. S.R. 520 Stormwater Pipe Extension
TOTAL PROJECT COSTS: \$50,000 (Engineering, Permitting, Due Diligence)
TOTAL MIRA FUNDING: \$50,000

This project is to facilitate the study and engineering of piping stormwater and making the connection of properties at the intersection of S. R. 520 and Plumosa Street to the Stormwater Treatment Lake at the Veteran's Memorial Park. Approximately seven acres are anticipated for redevelopment and lack this critical connection that will facilitate redevelopment of the blighted and aging commercial properties along Plumosa Street. Incentivizing the use of the stormwater ponds by providing the infrastructure for piping the stormwater allows better use of the land for redevelopment.

Doc's Bait House: Griffis Landing Structural Improvements –Project is Underway and should be completed in the current fiscal year. \$361,510

Redevelopment efforts of our remaining working waterfront area offer potential for economic and recreational opportunities, while underscoring the connections between Merritt Island's community's culture, built environment, and our natural resources. This infrastructure project will make it possible to preserve and enhance the historic "doc's bait house" structure at Brevard County's only State of Florida designated working waterfront. The aging structure has suffered multiple hurricanes and exists in a waterfront area subjected to marine related decay. Roof reconstruction and commercial grade impact windows will extend the life of the historic structure and improve safety issues.

Lallo, Larry

From: John Zwick <John.Zwick@architectsrzk.com>
Sent: Friday, April 23, 2021 3:53 PM
To: Lallo, Larry
Cc: Lawry, Timothy L; Dunlap, Michael
Subject: P1164 MIRA (VETS) - Amphitheater Concept Site Plan
Attachments: P1164 MIRA - Amphitheater Area (dtd. 04-23-2021).pdf; FBC - Toilet Fixtures Chart.pdf

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Larry,

As promised, attached is a rough **CONCEPT SITE PLAN** which depicts the facility which we discussed at the previous special Board meeting.

Consider the following as you review the plan:

Areas 1 & 2

Area 1 + Area 2 would accommodate a crowd of 2,000 persons seated on blankets and generally spread out on a grassy surface.

Area 1 + Area 2 would accommodate a crowd of roughly 3,600 persons with them all standing.

Area 1 + Area 2 with portable bleachers / grandstands in the Area 2 location would accommodate 5,000 persons. Those in Area 1 would be standing, or seated in a snug manner.

Restroom Facilities

Fixed restrooms shown would accommodate 2,000 persons (1,000 Men + 1,000 Women).

From the attached chart that equates to:

Women = 25 Water Closets and 7 Lavatories

Men = 14 Water Closets / Urinals and 5 Lavatories

If the waste is to be handled via a septic system I would presume the field could be located in Area 2 but this will need to be verified by Bussen-Mayer Engineers.

You'll need additional portable toilets for crowds which exceed 2,000 persons unless you're able to demonstrate the toilet facilities serve more people.

I would suspect that could be accomplished by having someone maintain a count of the available toilet fixtures during breaks in the venue.

Venders

We've shown an area for Food & Drink Venders to locate their vehicles.

Stage

The stage is shown with additional areas for the performers.
Behind the stage area is a location for the performer's vehicles (travel trailers).
Vehicles which carry equipment for the performers would need to park elsewhere once their "roadies" have unloaded and set up the performance equipment.

Distribute all of this information to the Board Members.

If you need me at the meeting let me know when and where and hopefully it will fit into my schedule.

Respectfully,



John C. Zwick, Principal

Architect, LEED AP

📞 321.631.8039 | 📍 321.693.5906

✉️ John.zwick@architectsrzk.com

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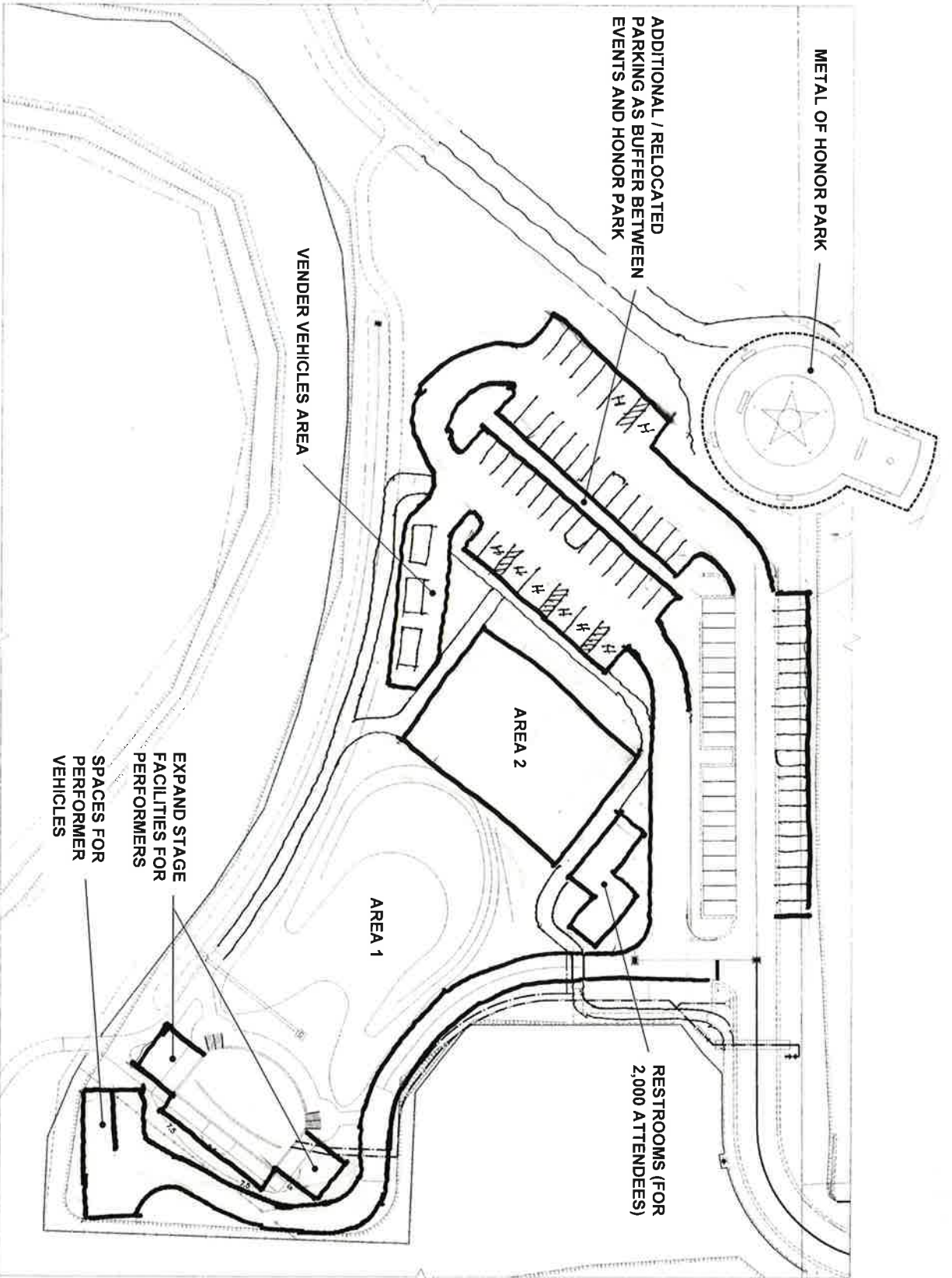
600 Florida Ave, Suite 201, Cocoa, FL 32922

www.ArchitectsRZK.com

John C. Zwick, AR0009527



Please do not print this e-mail unless necessary



CONCEPT SITE PLAN

SCALE: 1" = 40' WHEN PLOTTED ON 18" X 24" PAPER

04-23-2021

FIXTURES, FAUCETS AND FIXTURE FITTINGS

TABLE 403.1 —continued
 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES*
 (See Sections 403.1.1 and 403.2)

| NO. | CLASSIFICATION | OCCUPANCY | DESCRIPTION | WATER CLOSETS (URINALS: SEE SECTION 419.2) | | LAVATORIES | | BATHTUBS/ SHOWERS | DRINKING FOUNTAIN (SEE SECTION 410) | OTHER |
|--------------|-----------------------------------|-------------|--|--|---|---|-----------|----------------------|---|-----------------------------|
| | | | | MALE | FEMALE | MALE | FEMALE | | | |
| 1 (cont.) | Assembly | A-4 | Coliseums, arenas, skating rinks, pools and tennis courts for indoor sporting events and activities | 1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500 | 1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520 | 1 per 200 | 1 per 150 | — | 1 per 1,000 | 1 service sink |
| | | A-5 | Stadiums, amusement parks, bleachers and grandstands for outdoor sporting events and activities | 1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500 | 1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520 | 1 per 200 | 1 per 150 | — | 1 per 1,000 | 1 service sink |
| 2 | Business | B | Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses | 1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50 | | 1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80 | | — | 1 per 100 | 1 service sink ^e |
| 3 | Educational | E | Educational facilities | 1 per 50 | | 1 per 50 | | — | 1 per 100 | 1 service sink |
| 4 | Factory and industrial | F-1 and F-2 | Structures in which occupants are engaged in work fabricating, assembly or processing of products or materials | 1 per 100 | | 1 per 100 | | (see Section 411) | 1 per 400 | 1 service sink |
| 5 | Institutional | I-1 | Residential care | 1 per 10 | | 1 per 10 | | 1 per 8 | 1 per 100 | 1 service sink |
| | | I-2 | Hospitals, ambulatory nursing home care recipient | 1 per room ^c | | 1 per room ^c | | 1 per 15 | 1 per 100 | 1 service sink per floor |
| | | | Employees, other than residential care ^b | 1 per 25 | | 1 per 35 | | — | 1 per 100 | — |
| | | | Visitors, other than residential care | 1 per 75 | | 1 per 100 | | — | 1 per 500 | — |
| | | I-3 | Prisons ^b | 1 per cell | | 1 per cell | | 1 per 15 | 1 per 100 | 1 service sink |
| | | | Reformatories, detention centers, and correctional centers ^b | 1 per 15 | | 1 per 15 | | 1 per 15 | 1 per 100 | 1 service sink |
| | | | Employees ^b | 1 per 25 | | 1 per 35 | | — | 1 per 100 | — |
| I-4 | Adult day care and child day care | 1 per 15 | | 1 per 15 | | 1 | 1 per 100 | 1 service sink | | |

(continued)



MERRITT ISLAND REDEVELOPMENT AGENCY
APRIL 29, 2021

ITEM III.C.

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| AGENDA REPORT ITEM: Signage |
| PROJECT: Merritt Park Place – 55 N. Courtenay & SR 520 |
| Requested Action: Review |
| Summary Explanation & Background: <ul style="list-style-type: none">• A survey has been obtained for 55 N. Courtenay.• Interest in using the same material and logo style as the bus shelters recently installed.• Simple style and wayfinding labels such as “Merritt Park Place Business District”• Work with Facilities for pricing, sourcing materials and installation. |
| Fiscal Impact: |
| Exhibits Attached: |



MERRITT ISLAND REDEVELOPMENT AGENCY
APRIL 29, 2021

ITEM III.D.

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| AGENDA REPORT ITEM: Signage Proposal |
| PROJECT: 2575 N. Courtenay Parkway, Government Center |
| Requested Action: Review & Approve |
| Summary Explanation & Background: <ul style="list-style-type: none">• MIRA is onsite and therefore we can fund our own onsite signage• Where Dreams Are Launched Sign Replacement with MIRA logo Added• Request from D2• Work with Facilities for pricing, sourcing materials and installation |
| Fiscal Impact: |
| Exhibits Attached: |



MERRITT ISLAND REDEVELOPMENT AGENCY
April 29, 2021

ITEM IV.A.

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| AGENDA REPORT ITEM: U Haul Update |
| PROJECT: U Haul Zoning CUP and Site Plan Review |
| Requested Action: Update |
| Summary Explanation & Background: Situation update with U Haul: <ol style="list-style-type: none">1. Pursuant to an internet search and anonymous report, U Haul is renting storage units at this time, and they are operating at the site for truck rental purposes.2. Because the Publix building had a former Certificate of Occupancy (CO), the compliance measure of enforcement of a CO, does align with the way the project is structured.3. The Use of Storage is/was is an allowable use permitted under the existing zoning.4. So as to the Storage land use, the CO as a compliance measure does not fit well, when all of the internal improvement conditions as to construction, fire and electrical, etc. for the storage units, and those types of issues, U-Haul has complied with.5. At present there are no prohibitions to keep U Haul from renting storage units at this time.6. The Truck Rental Land Usage is a different matter, and technically U Haul should not be renting trucks or dropping off trucks from that area, if they are not in compliance with the CUP.7. Anonymous complaints are allowed in District 2, in regard to the Truck Rental Land Usage, being in noncompliance with the CUP conditions.8. It is the Truck Rental Land Use that could have issues as to U-Haul's compliance with that land use on that site.9. A key concern of the MIRA Board was the non-compliance with the Veterans aluminum perforated silhouette screening as being incongruent with what is stated in the conditions of the conditional use permit.10. The writing of the conditions placed are not likely to be held as strong or distinctive enough, as the language allows for "minor deviations" as to the silhouettes.11. So then to enforce same we would get into interpretive issues of what is a major deviation versus what is a minor deviation from the conditional use condition, despite what the meeting minutes show.12. Realistically, BoCC could call for a revocation of the Conditional Use, on the basis of the interpretation, as to was what U Haul did a minor deviation, which could lead to a lawsuit. |
| Fiscal Impact: None |
| Exhibits Attached: |

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MERRITT ISLAND REDEVELOPMENT AGENCY

APRIL 29, 2021

ITEM IV.B.

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| AGENDA REPORT ITEM: Creative Services RFQ |
| PROJECT: Create and Implement Web Site and Social Media Strategy |
| Requested Action: Update on status of Purchasing RFP and new Committee Members |
| Summary Explanation & Background: <p>The County Purchasing, Risk Management, Legal, and County Manager, has now approved various aspects of our RFP process. The RFP shall now enter into the public advertising process and could begin as early as May 6, 2021 following the statute approved qualified competitive bidding process based on qualifications of proposers, and subsequently entering into negotiated contractual agreements with selected awardees using an independent committee process.</p> <p>MIRA has numerous Communications, and Social Media needs in order to effectively carry out its mission. State Statute requires MIRA to have a web site, posting: at a minimum an annual audit report, annual adopted budget, annual performance data/ metrics, digital illustrative map of the CRA redevelopment plan, illustration of our redevelopment area geography, legal description of our boundaries, total acreage information, and to post all changes within 60 days of any changes, publish an annual report, and post essential information about our Board members, minutes, and agendas.</p> <p>In addition, MIRA has a responsibility to share our accomplishments, and a business responsibility to improve and monitor our marketing of available sites that are available for lease and redevelopment, improve how we functionally provide demographics, site and market information to site selectors, and clearly communicate our grant programs and infrastructure projects to the business, development and redevelopment community. MIRA needs to also improve accountability/awareness of the work of MIRA, the Merritt Island quality of life for residents, businesses, and visitors, and build our sense of Community. This work needs to be digital, professionally accomplished and maintained on a regular basis.</p> <p>At the February 28, 2019 MIRA Board Meeting, it was agreed that MIRA develop a concerted effort, towards improving our Communications Multi Media and Outreach strategy utilizing modern digital technologies. There was consensus with the Board, and affirmation for Director Lallo to proceed to the proposal stage.</p> <p>At the December 10, 2020 MIRA Board Meeting the Board agreed on a price range of \$50,000 - \$75,000, as the initial probable cost range to develop a high-level web site and social media outreach presentation with the above components and features.</p> |
| Fiscal Impact: \$50,000 - \$75,000 |
| Exhibits Attached: |



MERRITT ISLAND
REDEVELOPMENT AGENCY

MERRITT ISLAND REDEVELOPMENT AGENCY

April 29, 2021

ITEM IV.C.

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| AGENDA REPORT ITEM: Charitable Gift Agreement |
| PROJECT: Scope of work for Charitable Gift Agreement at Veterans' Memorial Park |
| Requested Action: Review & Approve |
| Summary Explanation & Background: |
| <p>SCOPE OF WORK</p> <p>Additional planting design for the Veteran's Memorial Park includes the layout and specifications for a proposed Bamboo Garden and the planting of additional tropical flowering shade trees This work is proposed to occur along the western side of the stormwater ponds and adjacent the recently completed parking lot and foot bridges.</p> <p>Susan Hall Landscape Architecture, Inc. will prepare a detailed plan showing location, species, size and quantities for proposed trees and bamboos. Botanical and common names will be listed, and planting details provided. Written specifications will be provided.</p> <p>A establishment period maintenance plan will be provided in the form of a monthly chart, which will include a recommended watering schedule, until the time that automatic irrigation is installed.</p> <p>A bid form will be provided for bid solicitation and oversight, to be provided by others. Up to three site visits will be provided, on as as-needed basis, during installation of the landscaping.</p> |
| Fiscal Impact: |
| Exhibits Attached: |



MERRITT ISLAND REDEVELOPMENT AGENCY

April 29, 2021

ITEM IV.D.

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| AGENDA REPORT ITEM: TDC Amphitheatre Grant Agreement |
| PROJECT: Agreement for Bandshell/Amphitheatre |
| Requested Action: Status Update |
| Summary Explanation & Background: <p>The Agreement has been executed and is in force, and attached. Key critical elements the Board should be aware of are highlighted.</p> |
| Fiscal Impact: |
| Exhibits Attached: Agreement attached |

**CAPITAL FACILITIES GRANT AGREEMENT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS (SPACE COAST OFFICE OF TOURISM)
AND
THE (MERRITT ISLAND REDEVELOPMENT AGENCY - MIRA) FOR
THE CONSTRUCTION OF A BANDSHELL AND AMPITHEATRE**

This Grant Agreement (hereinafter the "Agreement") is made and entered into by and between the following Parties: The Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, Space Coast Office of Tourism (hereinafter the "GRANTOR"), and the Merritt Island Redevelopment Agency (MIRA), a community redevelopment agency established by the Brevard County Board of County Commissioners pursuant to Chapter 163, Florida Statutes (hereinafter the "GRANTEE"). MIRA's focus is on the removal of slum and blighted conditions, and the development, infrastructure, aesthetics, and economic development issues of the Merritt Island community within the CRA area.

RECITALS

WHEREAS, pursuant to the Local Option Tourist Development Act, the GRANTOR has by resolution and ordinance, Ordinance No. 86-25, and subsequent amendments thereto, levied and imposed tourist development taxes throughout Brevard County, Florida; established the Brevard County Tourist Development Council; and implemented a tourist development plan for the use of funds derived from such taxes as set forth in Sections 102-116 through 102-125, Brevard County Code of Ordinances; and

WHEREAS, pursuant to Section 125.0104(5)(a)1.a, Florida Statutes; and Section 102-119 of the Brevard County Code, the GRANTOR may authorize tourist development tax revenues out of the 35 percent of first two pennies of the levy earmarked to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote a publicly owned and operated outdoor auditorium within the boundaries of the County where the tax is levied; and

WHEREAS, the GRANTEE has requested a \$1,270,833 capital facilities grant to increase the number of Tourists brought to Brevard County and to encourage the economic growth of the area; and

WHEREAS, the capital facilities grant funding will be used by the GRANTEE for construction of an outside venue with an acoustically engineered band shell of approximately 8,000 square feet and amphitheater with an open spectator area of two and a half acres accommodating approximately 5,000 spectators located in the center of the newly expanded 66-acre Veteran's Memorial Park located in Central Brevard County on Merritt Island; and

WHEREAS, the Tourist Development Council recommended GRANTOR approve the \$1,270,833 Capital Facilities Grant at its meeting on September 23, 2020; and

WHEREAS, on October 6, 2020, the GRANTOR found that GRANTEE's facility was for a proper purpose to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote a publicly owned and operated outdoor auditorium within the county and qualified for an expenditure of Tourist Development Tax funds; and

WHEREAS, on October 6, 2020, the GRANTOR approved GRANTEE for a \$1,270,833 Capital Facilities Grant for the construction of a bandshell and amphitheater located in Veteran's Memorial Park on Merritt Island, FL.

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals.** The Recitals above are true and correct and incorporated into this Grant.
2. **Definitions.** The Parties agree to the following definitions:
 - a. The TOURIST DEVELOPMENT COUNCIL refers to the advisory council appointed by the Board of County Commissioners of Brevard County, Florida, pursuant to Section 125.0104(4)(e), Florida Statutes, and Section 102-120, Brevard County Code of Ordinances.
 - b. The SPACE COAST OFFICE OF TOURISM, refers to the Brevard County Tourist Development Office, a department of the Brevard County government. The Space Coast Office of Tourism will administer this grant on behalf of GRANTOR.
 - c. The MERRITT ISLAND REDEVELOPMENT AGENCY (MIRA), refers to the community redevelopment agency established by the Brevard County Board of County Commissioners pursuant to Chapter 163, Florida Statutes to prevent blight and deterioration and to protect and enhance public expenditures with the Community Redevelopment Area.
 - d. The term PROJECT refers to the Project described in paragraph 3 of this Agreement.

3. Description of Project

The project is to construct an outside auditorium venue with an acoustically engineered band shell on publicly owned Brevard County land and under the management control of the Brevard County Parks and Recreation Department or MIRA. The venue will be approximately 8,000

square feet and amphitheater with an open spectator area of two and a half acres accommodating approximately 5,000 spectators located in the center of the newly expanded 66-acre Veteran's Memorial Park located in Central Brevard County on Merritt Island. The Veteran's Memorial Amphitheatre would be centrally located inside the existing multi-use Veteran's Memorial Park on Merritt Island. The existing park is located directly south of State Road 520 with access via Sykes Creek Parkway which terminates at the entrance of the Veteran's Memorial Park; 400 S. Sykes Creek Parkway. The three-acre plus amphitheater greenspace for the proposed outdoor venue to support an auditorium or bandshell, is located to the rear of the existing Veteran's Center and Memorial Museum. Currently, the annual visitors to the museum and park is 105,000 a year. The projected annual visitation of the future facility including park and museum constructed from this funding is 273,888, with 60% being from outside Brevard County.

4. Grant.

- a. Grant Award and Expiration Date. The GRANTEE must commence construction on the bandshell and amphitheater on or before October 6, 2023, or this grant is void. Upon project start, GRANTEE may submit any financial documentation it has to GRANTOR for the reimbursement of its incurred expenses to construct the bandshell and amphitheater in an amount not to exceed \$1,270,833. Reimbursements will be made according to the allowable costs as listed in the Capital Facilities Grant Guidelines. This grant represents a portion of the total project cost. All reimbursements must be received within six (6) years of award by the GRANTOR or October 6, 2026. GRANTEE may request an extension on both the construction start date and the construction finish date from the GRANTOR in writing. After the expiration date, the grant is expired and GRANTOR owes no further obligation to GRANTEE of any kind under this Agreement.
- b. GRANTEE agrees to advertise its venue and its programming to out-of-County Tourists.
- c. This Agreement is contingent upon the availability of adequate funding in the 35% of the first two pennies of capital facility tourist development tax funds and subject to any limitations provided by Section 125.0104, Florida Statutes, and Section 102-117(a) and Section 102-119(3)c of the Brevard County Code, as both may be amended from time to time. Should funds no longer be available, the GRANTOR shall provide written notice thereof to the GRANTEE. The Parties agree that this grant shall NOT be paid from GRANTOR's non-tourist development related revenues.
- d. GRANTEE agrees and understands that all funding authorized through this Agreement shall be used only for eligible activities in accordance with State and local law, and this

Agreement. GRANTEE further warrants that it is a Community Redevelopment Agency created pursuant to Florida Statutes Chapter 163.

- e. GRANTEE warrants that Brevard County is the fee simple owner of the real property upon which the GRANTEE will perform, or cause to be performed, the construction, remodeling, and improvements which are the subject of this grant. GRANTEE warrants that Brevard County has given GRANTEE all necessary permissions to construct the bandshell and amphitheater and any other activities permitted by this grant.
- f. **Termination of Grant. Upon payment of the full amount of the grant, the Parties agree that the Agreement is terminated and the Parties owe no further obligations to each other relating to this grant agreement, except as follows. All provisions survive that are necessary to enforce paragraph 4.b., 12 and 13 for five years following payment of the grant.**

5. Payment Procedures.

- a. The payout schedule for the Grant is contingent on the occurrence of the following events detailed below. GRANTEE must submit adequate documentation to the Space Coast Office of Tourism as follows:
 - i. An executed copy of this Agreement.
 - ii. Documentation of receipt of all necessary permitting from all appropriate regulatory bodies evidencing that all construction activities at the Project Site have conformed to applicable law.
 - iii. Submission of Adequate Documentation showing the work was performed on the publicly owned Brevard County property. Documentation will be submitted as required by the Office of Tourism's payment policies listed in v. below.
 - iv. Documentation/Photograph of installation of a plaque, as described in paragraph 6b, that the project was partially funded with a capital facility grant from the Brevard County Tourist Development Council through Tourist Development Tax.
 - v. GRANTEE Reimbursement Process - GRANTEE may apply for reimbursement upon submission of Tourism supplied cover invoice and detailed backup showing proof of payment to include design, materials, subcontract, labor, or other related construction costs.
- b. Project Completion Requirements. Upon completion of the entirety of the project, GRANTEE will provide GRANTOR with the following documentation.
 - i. A copy of the Certificate of Completion allowing occupancy of the bandshell and amphitheater.

- ii. Photographs of the completed construction in a .jpg or .tif format.
 - iii. A final project report (1-2 pages) within 60 days of project completion that shall at a minimum include the GRANTEE's name, Project name, Project location/address, final cost and Tourism Grant amount, and a brief Project summary that includes how the venue is or will be marketed to Tourists.
 - iv. GRANTEE shall provide the GRANTOR annual room nights and attendance for 5 years after project completion. The Space Coast Office of Tourism may assist with gathering cellular location data if requested.
- c. If a question arises as to the sufficiency of GRANTEE's documentation, the Parties agree that the Space Coast Office of Tourism Executive Director shall make the final determination on the sufficiency of the documentation.
- d. The Parties agree the GRANTOR will reject submissions for reimbursement for items not related the scope detailed above and according to the allowable and unallowable costs listed in the capital facilities guidelines. Further, grant funds may not be used to prepare grant applications or for routine maintenance.
6. **Promotion & Reporting Requirements.**
- a. The Parties agree that both Parties may advertise, promote or otherwise list this Project in either Party's promotional materials.
 - b. All marketing and promotional advertising, including website or internet advertising of the GRANTEE that contains sponsorship information, shall refer to the Brevard County Tourist Development Council as a sponsor of the GRANTEE.
 - c. The GRANTEE will provide GRANTOR with quarterly reports to show how the overall Project is progressing. The Parties agree that both parties are entities subject to Florida's public records laws under Chapter 119 Florida Statutes and all documentation shall be subject to disclosure absent a statutory exception.
7. **Miscellaneous Provisions.**
- a. This Agreement shall not obligate or make GRANTOR or the GRANTEE liable to any Party other than the Parties to this Agreement. Oversight of GRANTEE staff will be the responsibility of the GRANTEE board of directors.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected if such remainder continues to conform to the terms and requirements of applicable law.
 - c. The Parties agree that, in the case of a dispute, the parties will first work to resolve the dispute informally. If this does not resolve the dispute the County Manager's Office with the assistance of the County Attorney's Office may come in to resolve the dispute. Prior to legal action, alternative dispute resolution methods shall be used. In case of legal action, each Party agrees to resolve the dispute in accordance with any agreement between Brevard County and MIRA and any applicable laws regarding CRA's and their creating agencies.
 - d. GRANTEE agrees to comply with all federal, state and local laws, and is responsible for any and all permits, fees, and licenses necessary to perform the Grant. GRANTEE will ensure all Contractors are appropriately licensed to do the work required. Nothing in this Agreement shall be construed as a waiver by GRANTOR of any requirements for local permits, fees, and licenses.
 - e. GRANTEE agrees it shall not knowingly engage the services of any person who is an unauthorized alien worker, thus constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324e (Section 274A(e) of the Immigration and Nationality Act "INA"). GRANTOR shall consider GRANTEE's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.
 - f. The waiver by the GRANTOR of any of GRANTEE's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the other party under this Agreement, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.
8. Indemnification and Hold Harmless.
- (a) Each party shall indemnify and hold harmless the other party of the negligent acts and omissions of its own employees and agents in the performance of this Agreement, to the extent permitted by law.
 - (b) The County, at no time, shall assume the obligations or undertake the responsibility for the completion of any contract or compliance with any law or rule imposed on the Grantee. The Grantee, to the extent allowed by law, shall hold harmless the County, its officers, agents, and employees, against any and all

claims, losses, liabilities, or expenditures of any kind, including court costs, attorney's fees, and expenses arising out of any contract to be performed by the Agency, any document prepared by the Agency, or any undertaking imposed on the Agency by law.

C. Both Parties indemnity and liability obligations hereunder shall be subject to the Parties' right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the Parties' sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

9. **Amendment, Assignment of Agreement.** Amendments to this Agreement may be initiated by either Party. Amendments shall be formally ratified and approved by written amendment to this Agreement by both Parties. The GRANTEE shall not assign any portion of this agreement without the written permission of GRANTOR.
10. **Insurance.** GRANTEE agrees to procure and maintain insurance as required by federal, state, and local law and as required by any other agreement between GRANTOR and GRANTEE. If the GRANTEE hires contractors or vendor, GRANTEE must ensure the contractor or vendor has proof of the insurance below. The policy limits listed below are required and to be considered minimum amounts:
 - a) **General Liability Insurance** policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability, and errors and omissions coverage.
 - b) **Auto Liability Insurance** policy which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence, as well as Full Coverage Vehicle Insurance to include Liability (as above), Collision, Comprehensive, PIP and Uninsured Motorists.
 - c) **Workers' Compensation and Employers Liability Insurance** policy covering all employees of contractor or vendor that work under this Grant, as required by law. Coverage shall be for all employees directly or indirectly engaged in work on this Grant, with limits of coverage as required by State law.
 - d) **Employee Dishonesty/Crime Insurance** – The contractor or vendor will provide coverage greater than or equal to sixty-five percent (65%) of the amount of the TDT funding.

specifically to insure against TDT funding loss.

- e) Builders' Risk/Installation Floater – The contractor shall provide “all risk” property insurance on any construction, additions, and machinery and equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the applicant/facility operator's final acceptance of said improvements. In the event that the grantee does not work with a contractor on the funded project, the applicant/facility operator must purchase or add Builders' Risk to their current property program (Commercial General Liability). The Builders Risk policy must remain active throughout all current work related to the proposed project and must not terminate until the final acceptance of a contractor's work, all vendors' installations, final release of occupancy, and final acceptance at completion of the project has been made by the applicant/facility operator.

11. Termination. If either Party fails or refuses to perform any of the provisions of this Agreement, or otherwise fails to timely satisfy the Grant provisions within 60 days of a written notice, following the 60 days notice either Party may notify the other Party in writing of the nonperformance and terminate this Agreement or such part of the agreements as to which there has been a delay or a failure to properly perform. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon termination, GRANTOR has no further obligation to GRANTEE.

12. Right to Audit Records. In performance of this Agreement both parties shall retain all records as required by governmental entities under Florida Law.

13. Public Records Disclosures. Parties agree that Florida has broad public disclosure laws, and that any written communications with either party, to include emails, email addresses, a copy of this Agreement, and any supporting documentation related to this Agreement are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

14. Employment Eligibility Verification (E-Verify). The Parties acknowledge that both Parties are subject to the Employment Eligibility Verification (E-Verify) as required by federal, state, and local law and policy.

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. Upon request, CONTRACTOR shall provide acceptable evidence of their enrollment at the time of the submission of the CONTRACTOR's bid. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the parties consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Contract and the Parties may treat a failure to comply as a material breach of this Contract.

A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Parties will not intentionally award a publicly-funded contract to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA). The Parties shall consider a CONTRACTOR's intentional employment of unauthorized aliens as grounds for immediate termination of this contract.

14. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

GRANTEE:
Merritt Island Redevelopment Agency (MIRA)

c/o Executive Director
2575 N Courtney Parkway
Merritt Island, Florida 32953
Phone: (321) 454-6610

GRANTOR:
Brevard County Space Coast Office of
Tourism
c/o Executive Director
430 Brevard Avenue, Suite 150
Cocoa, Florida 32922
Phone: (321) 433-4470

15. **Remedies.** The GRANTEE's remedy for default by GRANTOR shall be a claim for funds for which the GRANTOR's obligation to pay has ripened by virtue of the GRANTEE's compliance with all conditions precedent established under the terms of this Agreement. Such claims do not include consequential or special damages, and shall not exceed the total value of the Grant. The GRANTOR's remedies for default by the GRANTEE shall include, but shall not be limited to, a claim for repayment of the grant upon approval by the Brevard County Board of County Commissioners, if any funds have been extended by the GRANTOR to the GRANTEE. Such claim of funds shall be limited by any other agreements between the Parties.
16. **LEGAL SERVICES – CONFLICT WAIVER:** The Office of the Brevard County Attorney represents the both Parties to this Agreement. Although the interest of the County and the Agency 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 the Agency have determined that it is in their individual and mutual interest to have the Office of the Brevard County Attorney represent them jointly in connection with agreements relating to this Agreement, as well as other Agreements between the Parties. Accordingly, the County and the Agency agree that the Office of the Brevard County Attorney may represent them jointly in this Agreement, as well as other Agreements between the Parties. The County and the Agency agree 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 each other in connection with this Agreement, as well as other Agreements between the Parties. 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 the Agency as to matters that are the subject of Agreements between the Parties unless the Agency decides to retain a separate, independent Counsel.
17. **Effective Date.** This Agreement shall be effective on the last day the Parties execute this Grant Agreement (the "Effective Date") and the Parties shall commence the performance of their obligations under this Agreement as of such date.

18. Entirety, Construction of Agreement, and Counterparts. This Agreement represents the understanding between the Parties in its entirety and no other agreements, either oral or written, exist between the GRANTOR and the GRANTEE relating to this specific grant award. The Parties acknowledge that they fully reviewed this agreement and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement. This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. GRANTEE warrants that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to sign and bind GRANTEE. All conditions and assurances required by this Agreement are binding on Parties and their authorized successors in interest as authorized by law.

19. Relationship Between Parties. Both Parties acknowledge that they are both governmental entities formed under the laws of the State of Florida. The Parties further acknowledge that the GRANTEE is a governmental agency which was created by the GRANTOR, specifically the Brevard County Board of County Commissioner's pursuant to Chapter 163 Florida Statutes. Under this relationship It is the desire of both Parties to make a diligent effort to work with the other to meet the desired outcomes of this project and to resolve any disputes or potential amendments to this Agreement In an appropriate manner.

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the last date written below.

(Signature Page Follows)

MERRITT ISLAND REDEVELOPMENT AGENCY
(MIRA)

Cheryl J. Johnson 4-8-21
Witness Date

Larry Lallo 4-8-21
Signature and Date

Larry Lallo
Print/Type Name
Executive Director
Title

BREVARD COUNTY - SPACE COAST OFFICE
OF TOURISM

Peter Cranis 4/10/2021
Peter Cranis, Tourism Executive Director

As approved by the Board October 6, 2020

REVIEWED FOR LEGAL FORM AND
CONTENT:

Justin Caron
Justin Caron, Assistant County Attorney



MERRITT ISLAND REDEVELOPMENT AGENCY

April 29, 2021

ITEM IV.E.

| | |
|--|---|
| AGENDA REPORT ITEM: | Community Redevelopment Survey |
| PROJECT: | Survey Development |
| Requested Action: | Update |
| Summary Explanation & Background: | <p>The Merritt Island -wide Community Development Perspective survey will soon be finalized. It will be sent to a random sample of persons and businesses on Merritt Island.</p> <p>With the cooperation of the North Merritt Island Homeowners Association (NMIHOA), a mini survey was graciously co-opted with their survey and format, and mailed out in the NMIHOA Newsletter. This was sent to all homeowners on NMI. This survey data will be helpful as we prepare to explore the feasibility of creating a Redevelopment Area on NMI.</p> <p>Survey results are starting to come in, and tabulations will begin soon.</p> |
| Fiscal Impact: | |
| Exhibits Attached: | see attached |

TAPE closed here

TAPE closed here

Place First-Class stamp here.

North Merritt Island Homeowners Association
P. O. Box 542372
Merritt Island, FL 32954-2372

Thank you! We value your time and opinion. To mail, please fold here and tape in two places indicated above and place stamp.

2021 North Merritt Island Citizen Survey

From time to time the NMIHOA has conducted surveys to better understand the opinions of North Merritt Island residents. For this 2021 survey, we have partnered with the Merritt Island Redevelopment Agency (MIRA) which is updating a community area plan. Data collected will help to better serve the NMI area as well as all of Merritt Island.

Completed surveys may be returned in one of three ways: 1. Tape, stamp, and mail as indicated above; 2. Mail or deliver to: MIRA, 2575 N. Courtenay Parkway, Suite 214, Merritt Island, FL 32953; or 3. E-mailed to: Cynthia.Thurman@brevardfl.gov.

1. How long have you lived on North Merritt Island? Less than 5 years ___ 5-15 years ___ 15-30 years ___ 30+years ___

2. Why do you choose to live or own property on North Merritt Island? Check all that apply:

- Lifestyle___; Rural___; Golf Course___; Short Commute___; Family___; Grew Up Here___; Low Crime___; Jobs___;
- Business Owner/Place of Business___; Pedestrian Friendly___; Schools___; Access to River___; Open Space___; Image___;
- Access to Public Transportation___; Sense of Community___; Affordability___; Easy Lifestyle___; Overall Location___.

3. How concerned are you with the current and future condition of each of the following items in your community?

Please rate your concerns using the following scale:

1= not concerned, 2= somewhat concerned, 3= concerned, 4= very concerned

| Item | Now | Future |
|---|-----|--------|
| a. Traffic/Congestion/Safety | | |
| b. Availability of Sidewalks & Bicycle Paths | | |
| c. Roads & Bridges/Maintenance | | |
| d. Ground Water Quality | | |
| e. Preservation of the Indian River Lagoon | | |
| f. Merritt Island Taxes used for other County areas | | |
| g. Commercial Building Vacancies | | |
| h. Sanitary Sewer Availability | | |
| i. Wildlife Conservation | | |
| j. Space Center Increase Activity-Impact on NMI Infrastructure | | |
| k. Wastewater Facilities Maintenance | | |
| l. Emergency Operations Planning Specifics for North Merritt Island | | |
| m. Barge Canal Development Control-Impact on NMI Infrastructure | | |
| n. Identity of North Merritt Island as a Community | | |
| o. Stormwater Drainage | | |
| p. Hurricane Evacuation Planning | | |

4. What types of development do you believe should be ENCOURAGED or DISCOURAGED in the North Merritt Island Area? (Barge Canal to KSC) Please answer all.

| | Encouraged | Discouraged |
|--|------------|-------------|
| Single Family Homes | | |
| Parks | | |
| Agricultural | | |
| Recreational Facilities | | |
| Multi-Family Structures | | |
| Commercial/Industrial | | |
| Commercial Services - For the Cruise Industry - such as Park and Rides | | |
| Warehousing/Self-Storage | | |
| Agritourism - Large Scale | | |
| Other: | | |

5. How strongly would you support or oppose policies regarding the growth and development of North Merritt Island? Check one box for each Policy:

| Policies That: | Support | Oppose |
|---|---------|--------|
| Restrict Growth | | |
| Policies that pace growth in targeted areas | | |
| Unrestricted unmanaged growth | | |

Thank you!



MERRITT ISLAND REDEVELOPMENT AGENCY

April 29, 2021

ITEM IV.F.

| | |
|--|---|
| AGENDA REPORT ITEM: | SR 520 and Courtenay Parkway Landscape Remediation |
| PROJECT: | Update Review |
| Requested Action: | S.R. 520 and SR 3 Landscape Remediation Maintenance Update and Contract not to exceed amount |
| Summary Explanation & Background: | <ol style="list-style-type: none">1. Precedent to and during 2018-2020, the MIRA Board has attempted to go out to bid, for remediation work on at least three different occasions. Each time, the pricing response, has necessitated either a price or scope of work adjustment on the Board's part, or created a more onerous threshold of competitive bidding, requirements based on cost, with various thresholds triggering different bidding requirements and award processes, and time periods.2. In addition, during this period it took several months to repair irrigation equipment damaged by lightening, and work out issues with overspray caused by a contractor.3. In 2020 there was a competitive bidding process with two companies responding.4. Contract awarded to Gulf Stream Building Group of Fort Pierce.5. Original Bid for work that was in the RFP specifications came in at approximately \$120,000.6. Board reduced the scope of work to reduce price to approximately \$82,000.7. Contract Executed on 11/22/20208. Costs, shortages of material and labor, and additional plant damage, and torpedo grass issues are driving the costs back up.9. MIRA Board approved a price adjustment specified reduction in planting to bring in line with probable cost estimates.10. Contract executed with Gulfstream Building Group.11. Work was to be completed by February 26, 2021, and is being extended to accommodate the issues.12. Covid 19 impacted the project with Nursery shortages and "growing" delays for specified plants.13. There will be an additional work item, necessary to eradicate torpedo grass in the juniper areas, and to replace additional damaged plants at contract unit pricing. This will provide us the opportunity to have a better finished product. |
| Fiscal Impact: | \$120,000 |
| Exhibits Attached: | |



MERRITT ISLAND REDEVELOPMENT AGENCY

April 29, 2021

ITEM IV.F.

| | |
|--|---|
| AGENDA REPORT ITEM: | SR 520 and Courtenay Parkway Landscape Remediation |
| PROJECT: | Update Review |
| Requested Action: | S.R. 520 and SR 3 Landscape Remediation Maintenance Update and Contract not to exceed amount |
| Summary Explanation & Background: | <ol style="list-style-type: none">1. Precedent to and during 2018-2020, the MIRA Board has attempted to go out to bid, for remediation work on at least three different occasions. Each time, the pricing response, has necessitated either a price or scope of work adjustment on the Board's part, or created a more onerous threshold of competitive bidding, requirements based on cost, with various thresholds triggering different bidding requirements and award processes, and time periods.2. In addition, during this period it took several months to repair irrigation equipment damaged by lightening, and work out issues with overspray caused by a contractor.3. In 2020 there was a competitive bidding process with two companies responding.4. Contract awarded to Gulf Stream Building Group of Fort Pierce.5. Original Bid for work that was in the RFP specifications came in at approximately \$120,000.6. Board reduced the scope of work to reduce price to approximately \$82,000.7. Contract Executed on 11/22/20208. Costs, shortages of material and labor, and additional plant damage, and torpedo grass issues are driving the costs back up.9. MIRA Board approved a price adjustment specified reduction in planting to bring in line with probable cost estimates.10. Contract executed with Gulfstream Building Group.11. Work was to be completed by February 26, 2021, and is being extended to accommodate the issues to June 30, and will start in May.12. Covid 19 impacted the project with Nursery shortages and "growing" delays for specified plants.13. There will be an additional work item, necessary to eradicate torpedo grass in the juniper areas, and to replace additional damaged plants at contract unit pricing. This will provide us the opportunity to have a better finished product. |
| Fiscal Impact: | \$120,000 |
| Exhibits Attached: | Contract Scope |

**REDEVELOPMENT AGENCY
LANDSCAPING PROJECT B7-20-41 CONTRACT**

LANDSCAPING PROJECT – S.R. 520 AND S.R. 3 (a/k/a COURTENAY PARKWAY)

THIS CONTRACT is made and entered the date last written below by and between the MERRITT ISLAND REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Chapter 163, Florida Statutes, hereinafter referred to as “MIRA,” and GULFSTREAM Building Group Inc., a business incorporated under the laws of Florida with an address of 2751 TALL PINE STREET, FORT PIERCE, 34945, hereinafter referred to as the “Contractor.”

WITNESSETH

WHEREAS, MIRA is tasked with addressing slum and blighted conditions occurring within the Merritt Island Redevelopment Area; and

WHEREAS, in order to ensure the Merritt Island Redevelopment Area continues to prosper and grow economically, MIRA has determined that it is in the public interest to conduct certain landscaping activities to enhance the appearance and economic vitality of the Redevelopment Area; and

WHEREAS, the expenditure of such funds is authorized under the MIRA Redevelopment Plan and will help serve the public health, safety, and welfare of the citizens of Brevard County and the Redevelopment Area.

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, MIRA and the Contractor agree as follows:

1. **Recitals**. The above recitals are part of this Contract as if fully set forth herein.
2. **Scope of Services**. The Contractor agrees to perform and complete the activities provided for in **Exhibit “A”** the Scope of Services, and in **Exhibit “B”**, the Contract Drawings attached hereto. Contractor shall complete the work outlined in the Scope of Services and Contract Drawings in accordance with the terms and conditions of this Contract and other items or attachments incorporated by reference herein.
3. **Term**. Upon issuance of a Notice to Proceed from MIRA the work outlined in **Exhibit “A”** the Scope of Services, and in **Exhibit “B”**, the Contract Drawings attached hereto **shall** commence no later than by **January 18, 2021**, hereinafter referred to as the “Start Date”, and be completed, no later than by **February 26, 2021**.
4. Any request for an extension of time beyond the Completion Date must be made in writing no less than thirty (30) days prior to the expiration of the Completion Date.

**MIRIAM ISLAND REDEVELOPMENT AGENCY
LANDSCAPING PROJECT B7-20-41 CONTRACT**

LANDSCAPING PROJECT – S.R. 520 AND S.R. 3 (a/k/a COURTENAY PARKWAY)

Timely requests to extend must be submitted to MIRA and may be approved by the MIRA Executive Director, or his/her designee.

5. **Payment.** In exchange for the services performed by the Contractor, MIRA agrees to compensate the Contractor at the rates identified in the Schedule of Contractor Unit Prices attached hereto as **Exhibit “C”**. Such rates are exclusive of any Federal, State, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with, any of the services or products provided herein. MIRA shall remit payment for all undisputed invoices in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

6. **Termination.** This Contract may be terminated by either Party for convenience upon thirty (30) days written notice to the other Party. In the event MIRA terminates for convenience, the Contractor shall be paid for work completed and costs incurred in good faith up to and including the date the written notice was received. In the event the Contractor terminates for convenience, MIRA shall receive a full refund of the funds provided to Contractor within thirty (30) days of the written notice.

7. **Indemnification.** The Contractor agrees that it will indemnify and hold harmless the officers, employees, and agents of both MIRA and the Brevard County Board of County Commissioners, against any and all claims, losses, and expenses, including attorney’s fees, arising out of or resulting from the performance, failure in the performance of, or defect in the products or services outlined in this Contract. Contractor shall indemnify and hold harmless MIRA and the County when such claim, damage, loss, or expense is: (1) attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, or any of their employees, or arises from a job-related injury. The Parties acknowledge specific consideration has been exchanged for this provision.
MIRA and the County’s liability obligations hereunder shall be subject to the right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of MIRA’s or the County’s sovereign immunity.

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8. **Public Records Law.** MIRA is subject to the public records provisions identified throughout Florida law, including, but not limited to, Chapter 119, Florida Statutes. With respect to this Contract, and any documents associated herewith, Contractor, too, is subject to these provisions and shall keep and maintain public records related to the performance of the services/products provided to or at the direction of MIRA. Upon request from MIRA, Contractor shall provide, within a reasonable time, all non-exempt and/or non-confidential records requests, or allow for the records to be inspected or copied at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law. For information that Contractor claims is exempt and/or confidential, Contractor shall provide a specific statutory cite justifying the redaction and/or removal of such qualifying information.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY EMAIL AT PUBLICRECORDSREQUEST@BREVARDFL.GOV; BY TELEPHONE AT (321) 633-2090; OR BY MAIL AT 2725 JUDGE FRAN JAMIESON WAY, BLDG. C, STE 308, VIERA, FL 32940 – ATTN: CUSTODIAN OF PUBLIC RECORDS. THIS PROVISION SHALL SUPERSEDE ANY CONFLICTING AND/OR CONTRADICTORY PROVISIONS CONTAINED HEREIN.

9. **Insurance.** Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract: (a) general liability insurance issued by responsible insurance companies and in a form acceptable to MIRA, with combined single limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence; (b) full and complete workers' compensation coverage as required by Florida law; and (c) auto liability insurance which includes coverage for all owned, non-owned, and rented vehicles with a combined single limit for each occurrence of one million dollars (\$1,000,000). The Contractor shall provide MIRA with Certificate(s) of Insurance on all policies of insurance and renewals thereof in an industry standard Acord form. Said general liability policy(ies) shall provide that MIRA and the County be included as additional insureds. MIRA shall be notified in writing of any reduction, cancellation, or substantial change of policy(ies) at least thirty (30) days prior to the effective date of said action if replacement insurance meeting the requirements and specifications

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therein cannot be obtained. All insurance policies shall be issued by responsible companies who are licenses and authorized under the laws of the State of Florida.

10. **Warranty.** The Contractor warrants that all services performed pursuant to this Contract will be performed in accordance with the general landscaping standards and practices in existence at the time the services and/or products are being performed.
11. **Independent contractor.** The Parties to this Contract, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Contract shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Contract. Contractor is solely responsible for compliance with all labor, healthcare, and tax laws pertaining to the Contractor, its officers, agents, and employees.
12. **Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.**

This Contract shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in a court of competent jurisdiction in and for Brevard County; (2) each Party shall bear its own attorney's fees; and (3) for civil proceedings, the Parties hereby consent to trial by the court and waive the right to jury trial.
13. **Permits.** The Contractor shall comply with all applicable Federal, State, and local laws and regulations in implementing this Contract and shall include this requirement in all subcontracts pertaining to work completed as part of this Contract. The Contractor shall obtain any and all governmental permits necessary to carryout this Contract. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Contract and may not be eligible for payment.
14. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity

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in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

15. Employment Eligibility Verification (E-Verify). The Contractor:

- a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and
- b. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and
- c. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to MIRA consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.
- d. Compliance with the terms of this section is made an express condition of this Contract and MIRA may treat a failure to comply as a material breach.

16. Scrutinized Companies.

- a. The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, MIRA may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- b. If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, MIRA may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

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c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

17. **Entire Agreement.** This Contract represents the entire understanding between the Parties and may only be modified in writing and duly executed by both Parties.

18. **Notices.** All notices required under or regarding this Contract will be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt), emailed, or sent by courier (confirmed by receipt) addressed to the following designated parties:

If to Contractor:

Gulfstream Building Group
Scott Holmes, President
2751 Tall Pine Street
Fort Pierce, FL 34945
Phone: 772-332-8140

If to MIRA:

Larry Lallo
Executive Director, MIRA
2575 N. Courtenay Pkwy No. 207
Merritt Island, Florida 32953
321-454-6610

19. **Amendments.** This Contract may be amended only by a written instrument executed by both Parties.

20. **Force Majeure.** Neither Party will be responsible for failure to carry out any terms of this Contract due to any one of the following circumstances beyond the control of each Party: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, or governmental agency of the State of Florida or the United States; (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction; (c) war; (d) flood; (e) earthquake; (f) fire; (g) severe wind storm or hurricane; (h) acts of public disturbance; (i) quarantine restrictions; (j) epidemic; (k) strikes; or (l) sabotage. The Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event as defined herein. In such event, the Parties shall be excused from the obligation to return funds provided herein if they can agree, in writing, to a revised completion date for the work outlined herein based on the circumstances.

21. **Waiver.** The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either Party of its right to terminate this Contract or to enforce any provision of this Contract for default or violation by the

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other Party shall not prejudice such Party’s right of termination or enforcement for any further action or other’s default or violation, or be deemed a waiver or forfeiture of those rights.

- 22. **Severability.** If any portion of this Contract is deemed invalid or unenforceable, or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the Parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the Parties.
- 23. **Captions.** The section headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized agents for each Party hereto have affixed their hands and seals to this Contract the day and year last written below.

Gulfstream Building Group
Scott Holmes, President
2751 Tall Pine Street
Fort Pierce, FL 34945
Phone: 772-332-8140

By: DocuSigned by:
Scott Holmes
8CF95A54B499430

Scott Holmes, President
11/22/2020
Date: _____,

Larry Lallo
Executive Director, MIRA
2575 N. Courtenay Pkwy No. 207
Merritt Island, Florida 32953
321-454-6610

By: DocuSigned by:
Larry Lallo
4EF003B06F05460

Larry Lallo, Executive Director
11/22/2020
Date: _____

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EXHIBIT “A”

SCOPE OF SERVICES

LANDSCAPE SPECIFICATIONS

1.00 GENERAL

1.01 The Contractor is reminded that the General Conditions and / or Special Conditions of this contract govern the work of this section of the Specifications whether attached hereto or not. Subcontractors undertaking to perform work under this Section shall be made fully aware of these documents and of their responsibilities and obligations thereunder. In the event of any discrepancies between the drawings and specifications and the following 'Scope of Work', the latter shall prevail.

2.00 SCOPE OF WORK

2.01 The work of this Section shall include all labor, materials, equipment, appliances, and accessories necessary for the complete performance of all excavation, grading, planting and backfill work in accordance with these Specifications and the Contract Drawing(s), as attached in **Exhibit “B”**. Without restricting the generality of the foregoing, the items listed below and similar items shown on the Contract Drawings shall constitute the work of this Section:

- A. Finish grading and final site preparation of all areas to be landscaped.
- B. Furnishing and incorporating fertilizer and other soil amendments.
- C. Furnishing plant materials and grass materials and installing same.
- D. Furnishing and placing 'Planting Mixture' and other miscellaneous items to complete the work.
- E. Replacement of unsatisfactory plant material.
- F. Clean-up.

3.00 SITE PREPARATION

3.01 The Contractor shall provide finish grading and final preparation of all areas to be landscaped to within 2" of finish grade. This will require raking and pulverizing of all areas in order to crumble dirt, clogs and / or debris. The Landscape Contractor shall be responsible for finish grading, which is the top 2" of the site.

4.00 MATERIALS

4.01 Plant materials shall be furnished by the Landscape Contractor and as indicated on the plans in attachment Exhibit “B”. All plant materials shall meet or exceed the following standards.

- A. Plant species and sizes shall conform with plant list. Nomenclature

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- shall conform to Standardized plant names, in accordance with the latest edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
- B. All plants shall be nursery grown or as stipulated herein and shall comply with all required inspections, grading standards and plant regulations as set forth in the Florida Department of Agriculture 'Grades and Standards for Nursery Plants', including revisions. Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.
- C. The minimum grade for all trees, palms, shrubs, and groundcovers shall be Florida No. 1 and shall meet or exceed the size and quality standards of the American Association of Nursery Stock, sponsored by the American Association of Nurserymen, latest addition, unless otherwise indicated and all plants shall be sound, healthy and vigorous, well-branched and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs or larvae. Florida Fancy material shall be provided where plant list specifies 'specimen'.
- D. The determining measurements for trees shall be the height and spread, and shall be measured from the top of the plant to the root crown, not to include the immediate terminal growth. Their width shall be measured across the normal spread of the branches. Both measurements shall be made with the plants in their normal position.
- E. Plants larger in size than those specified may be used with approval of the Landscape Architect at no additional cost to the Owner. If the use of the larger plants is approved, the ball of earth or spread of roots shall be increased proportionately.
- F. Container grown plants the same quality as balled and burlapped plants may be substitute in lieu thereof. Plants grown in containers shall be delivered and remain in the containers in a shady location until planted. Plants in containers shall be watered prior to transportation and shall be kept moist until planted. The container must be removed prior to planting, with care as not to injure the roots.
- H. Substitutions in plant species or size will be made only with prior written permission of the Landscape Architect.
- I. If, in the opinion of the Landscape Architect, materials and/or work do not conform with the plans and specifications, it may be rejected and upon rejection, must be removed immediately from the site by the Contractor and replaced.
- J. The Contractor shall be responsible for the certification and inspection of plant material that may be required by local, state, or federal authorities and shall bear the cost of the same, if any.
- 4.02 Materials used to install the job shall meet or exceed the following standards:
- A. Planting mix to be used for planting shall be: 1/3 coarse sand, 1/3 Florida peat, 1/3 well-rotted pine chips or compost. 70% sand / 30% muck shall be used in planters or areas with poor drainage.

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- B. Fertilizers: Fertilizer shall be delivered mixed as specified in standard bags, sealed, and showing weight by analysis and name of manufacturer. Fertilizer shall be stored in weatherproof storage and in such a manner that its effectiveness will not be impaired.
- C. Mulch: Mulch shall be 'Coco Brown' mulch from Florida Mulch or approved equal.
- D. Water: All water required for the execution of the work shall be supplied at the site by the Owner.

5.00 INSTALLATION

5.01 The Planting operations used to install the job shall meet or exceed the following standards:

- A. Excavation of Plant Pits: Plant pit excavations shall be roughly cylindrical in shape, with their side approximately vertical. Pit shall be excavated so that bottom of pit is same depth as root ball. All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements. Plants shall be centered in the hole, with the trunk location as shown in the plans. Holes for balled and burlapped plants shall be large enough to allow 12" minimum (depending on root ball size) of back fill around the sides of the root ball, and 12" of back fill beneath the root ball. In all cases the diameter of the plant hole shall be twice the diameter of the root ball. Where excess material has been excavated from the plant hole, the excavated material may be used to backfill to the proper level. Mix existing excavated material in 50% / 50% ratio with new planting soil mix. The Contractor, in excavation for plantings shall take care not to damage underground utilities or other sub-surface obstructions, and shall be held liable for their repair, if damaged.
- B. Setting Plants: All trees shall be set so, that when settled, the top of the root ball will be flush with the surrounding area of the finish grade or slightly above finish grade. Each plant shall be planted in planting soil mix in the center of the pit. Shrubs shall be set flush with the surrounding finish grade of the planting area. The back fill shall be made with prepared planting in mixture as specified herein and shall be firmly rodded and watered, so that no air-pockets remain. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all of the backfilled earth. Plants shall be kept in a moistened condition the duration of the planting. All plants to be planted at 1"-2" above finish grade and set plumb to the horizon.
- C. Staking and Guying: All trees shall be staked or guyed as shown in the details and according to the following specifications.
 - 1. Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Use strapping material 'Arbor Tie' by Deep Root (800) 458-7668 dark green color, or approved equal. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12" [300 mm] length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

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2. Stake trees larger than 1" [25 mm] diameter and smaller than 2" [50 mm] diameter with a 2" by 2" [50 by 50 mm] stake, set at least 2' [0/6 m] in ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.
 3. TREES OF 2 TO 3 ½" [50 MM TO 90 MM] CALIPER: Stake all trees, other than palm trees, larger than 2" [50 mm] caliper and smaller than 3 ½" [90 mm] caliper with two 2" by 4" [50 by 100 mm] stakes, 8' [2.4 m] long, set 2' [0.6 m] in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.
 4. LARGE TREES: Guy all trees, other than palm trees, larger than 3 ½" [90 mm] caliper, from at least three points, with flexible strapping materials as noted above. Anchor flexible strapping to 2" by 4" by 24" [50 by 100 by 600 mm] stakes, driven into the ground such that the top of the stake is at least 3" [75 mm] below the finished ground.
 5. SPECIAL REQUIREMENTS FOR PALM TREES: Brace palms which are to be staked with three 2" by 4" [50 by 100 mm] wood braces, toenailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of bubble wrap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2" by 4" by 12" [50 by 100 by 300 mm] stake pads. Paint wood flat dark green exterior paint, two coats.
 6. TREE PROTECTION AND ROOT BARRIERS: Install tree barriers when called for in the Contract Documents or by the Landscape Architect to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition. When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.
- D. Pruning: All broken or damaged roots or branches shall be cut smoothly and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive.
- E. Mulching: The County will provide and install all mulch if planting is completed by March 1st, 2020. The mulch shall be maintained continuously in place until the time of final inspection, and must be a minimum of 3 inches thick. Mulch shall not be placed against stems or trunks.
- F. Fertilizing: Feeding of all trees and specimen shrubs shall be done with a slow release granular 12-6-8 with complete Minors Turf and Ornamental fertilizer, as per manufacturer's instructions. Contractor shall submit and label to the Landscape Architect for approval prior to application.
- G. Pre-emergent Herbicide: Contractor shall apply Trifluralin based pre-emergent herbicide to proposed landscape areas at

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manufacturer's recommended rates prior to planting.

6.00 ESTABLISHMENT PERIOD

- 6.01 Keep all plants watered, fertilized, mulched, pruned, staked and guyed as necessary to assure specified minimum grade of Florida No. 1 through the duration of the project construction and establishment period.
- 6.02 During the establishment period, keep the individual planting locations and planting beds free of litter and undesirable vegetation.
- 6.03 Ensure that the plants are maintained so that they are healthy, vigorous, and undamaged throughout the duration of the project construction and establishment period.
- 6.04 During the establishment period, replace any plants that fall below specified minimum grade. Use replacement plants of the same species, size and planting medium as the plant being replaced and as specified in the contract documents.

7.00 GUARANTEE

- 7.01 The Landscape Contractor shall guarantee and maintain all trees, palms, shrubs & groundcovers for a period of one year. The Landscape Contractor shall replace at the direction of the Landscape Architect all trees, shrubs, or groundcovers deemed by the Landscape Architect to be unacceptable, due to death or damage; acts of God, Owner negligence and vandalism excepted. The guarantee period shall begin upon substantial completion of the job, as determined by the landscape architect.
- 7.02 New material used to replace material unacceptable to the Landscape Architect, shall be guaranteed for similar period from date of installation.

8.00 FINAL INSPECTION AND ACCEPTANCE

- 8.01 The Landscape Contractor shall advise the Landscape Architect in writing at the end of the guarantee period that the project is ready for final inspection. Only upon notification to the Landscape Architect by the Landscape Contractor in writing and subsequent inspection attended by the Landscape Contractor shall the requirements of the guarantee be met.

9.00 CLEAN-UP

- 9.01 Upon completion of all work under this section, the Landscape Contractor shall clear the site of all debris, superfluous material and all equipment to the satisfaction of the Landscape Architect

10.0 PAYMENT

- 10.01 Invoicing and Payment. For the services provided under this Contract, MIRA will pay CONTRACTOR rates based upon the Schedule of Contractor Unit Prices attached hereto as Exhibit "C". Unless the Exhibits specifically provides for reimbursement of expenses, the rates described herein will be CONTRACTOR's sole compensation for the

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services to be provided. If the Exhibits specifically provide for reimbursement of expenses, such expenses must be commercially reasonable. Except for any reimbursable expenses specifically authorized by Exhibit, CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

10.02 In accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act), invoices shall be paid by the MIRA to the CONTRACTOR within thirty (30) calendar days of the MIRA's receipt of a proper invoice(s) ("Payment Period"), unless, the MIRA: 1) within 10 days after the improper payment request or invoice is received, notifies the CONTRACTOR, in writing, that the payment request or invoice is improper and indicates what corrective action on the part of the CONTRACTOR is needed to make the payment request or invoice proper.

10.03 CONTRACTOR fully acknowledges and agrees that if at any time it performs Services on the Project contemplated by the parties, such Services which have not been, a) fully negotiated, reduced to writing, and formally executed by both the MIRA and CONTRACTOR; or b) reduced to writing by the MIRA and signed by the MIRA, then the CONTRACTOR shall perform such Services without liability to the MIRA, and at the CONTRACTOR's own risk.

10.04 No Liens. CONTRACTOR acknowledges and agrees that the MIRA is a Florida Community Redevelopment Agency and, as such, the MIRA's public property and the Project(s) involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other lien statute. CONTRACTOR shall not file or record claims of lien or any other liens against any Project or property owned by the MIRA.

10.05 Records. CONTRACTOR agrees to maintain, and to cause each of CONTRACTOR's subcontractors to maintain complete and accurate books and records ("Books") in accordance with sound accounting principles and standards, and relating to all Services and the Project, and the related costs and expenditures to the MIRA that have been contracted for and paid. These Books shall be maintained for five (5) years following Final Payment; five (5) years following termination of any Services; or any other time beyond five (5) years as may be required by Florida's applicable Public Records retention schedules, whichever is the longer of these times. All Books shall be subject to audit by the MIRA at all times during the term of this Agreement and for a period of one (1) year after the termination of this Agreement.

10.06 Final Payment. The acceptance by the CONTRACTOR, its successors, or assignees, of Final Payment for Services shall constitute a full and complete release of the MIRA from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONTRACTOR, its successors, or assignees have or may have against the MIRA under the provisions of this Agreement, unless otherwise previously and properly filed pursuant to the provisions of this Agreement, or in a court of competent jurisdiction. This subsection does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

10.07 Local Government Prompt Payment Act (Disputed Invoices). In order to be

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considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met. In the event that the MIRA receives an improper payment request or invoice, the MIRA shall notify the CONTRACTOR, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper. If a dispute arises between the MIRA and the CONTRACTOR concerning payment of a payment request or proper invoice, the dispute shall be finally determined by the local governmental entity pursuant to administrative dispute resolution procedures, which shall be commenced within 45 days after the MIRA received the disputed payment request or proper invoice and concluded by final decision of the MIRA within 60 days after the MIRA received such. Such dispute resolution procedures shall be those procedures as may be currently established by resolution or ordinance of the MIRA, or, if no such procedures have been established, the dispute shall be reviewed by the MIRA Manager or his/her designee, who shall endeavor to meet with the CONTRACTOR to discuss the nature of the dispute and attempt to reach a resolution of the dispute within the time allotted by law. If no resolution amenable to the parties can be reached, the MIRA Manager or his/her designee shall issue a final decision in writing to the CONTRACTOR within 60 days as required by statute.

10.01End

**MERRITT ISLAND REDEVELOPMENT AGENCY
LANDSCAPING PROJECT B7-20-41 CONTRACT**

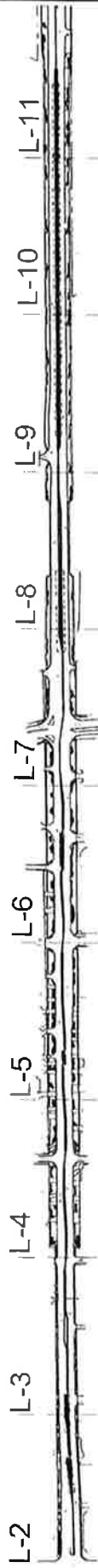
LANDSCAPING PROJECT – S.R. 520 AND S.R. 3 (a/k/a COURTENAY PARKWAY)

EXHIBIT “B”

CONTRACT DRAWINGS

Merritt Island Redevelopment Agency REMEDIAL WORK

STATE ROAD 520 / EAST MERRITT ISLAND CAUSEWAY
BREVARD COUNTY, FLORIDA



KEY PLAN
SCALE: NTS

SHEET INDEX:

- CVR-1 COVER SHEET
- L-2 LANDSCAPE PLAN - STATION 30+00 THRU 39+00
- L-3 LANDSCAPE PLAN - STATION 39+00 THRU 49+00
- L-4 LANDSCAPE PLAN - STATION 49+00 THRU 59+00
- L-5 LANDSCAPE PLAN - STATION 59+00 THRU 69+00
- L-6 LANDSCAPE PLAN - STATION 69+00 THRU 79+00
- L-7 LANDSCAPE PLAN - STATION 79+00 THRU 89+00
- L-8 LANDSCAPE PLAN - STATION 89+00 THRU 99+00
- L-9 LANDSCAPE PLAN - STATION 99+00 THRU 109+00
- L-10 LANDSCAPE PLAN - STATION 109+00 THRU 119+00
- L-11 LANDSCAPE PLAN - STATION 119+00 THRU 129+00
- L-12 PLANT LIST & LANDSCAPE DETAILS

GENERAL NOTES:

1. CALL SURVEY LOCATIONS AT LEAST IN WORKS FROM TO THE START OF CONSTRUCTION.
2. ALL REMEDIATION WORK SHALL BE COORDINATED AND SCHEDULED WITH THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT. CONTACT INFORMATION LOCATED HERE.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM BREVARD COUNTY AND THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS AND APPROVALS.
4. TEMPORARY TRAFFIC CONTROL, CONSTRUCTION, MAINTENANCE AND REMEDIATION WORK SHALL COMPLY WITH ALL BREVARD COUNTY AND BREVARD COUNTY PUBLIC WORKS DEPARTMENT REGULATIONS AND REQUIREMENTS.
5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND SERVICES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM BREVARD COUNTY AND THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM BREVARD COUNTY AND THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT.
7. THIS PROJECT WAS COMPLETED BY AERIAL PHOTOGRAPHS, LOCATION PHOTOGRAPHS AND VISUAL SURVEYS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING AND UNKNOWN UTILITIES PRIOR TO COMMENCEMENT OF ANY WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM BREVARD COUNTY AND THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT.
9. ANY CHANGES TO THE CONTRACT SHALL BE APPROVED BY THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT.
10. ANY CHANGES TO THE CONTRACT SHALL BE APPROVED BY THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM BREVARD COUNTY AND THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM BREVARD COUNTY AND THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT.

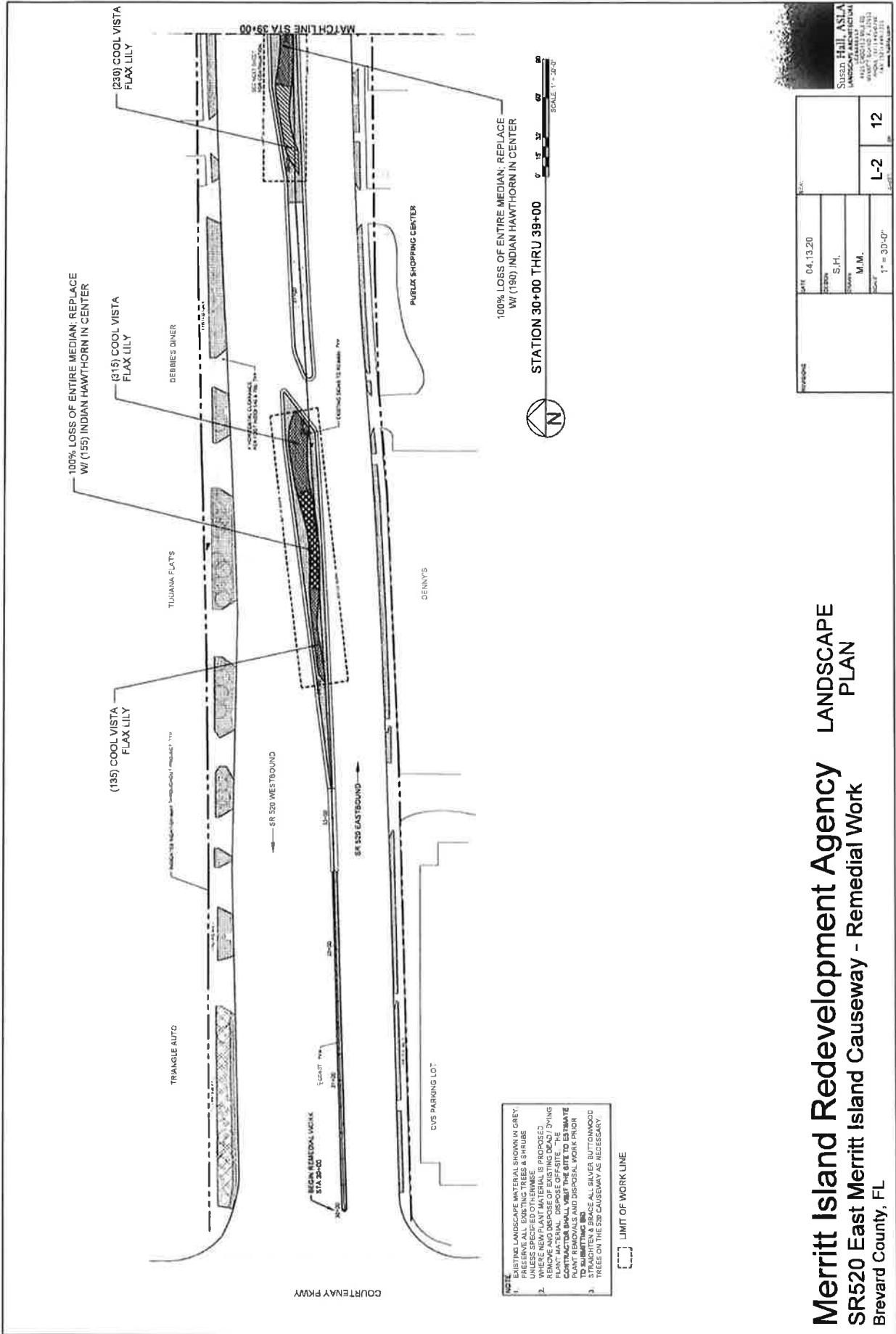
TEMPORARY TRAFFIC CONTROL (FORMERLY MAINTENANCE OF TRAFFIC) NOTES:

1. INDICATION OF ANY CHANGES TO THE CONTRACT SHALL BE APPROVED BY THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT. CONTACT INFORMATION LOCATED HERE.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM BREVARD COUNTY AND THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS AND APPROVALS.
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12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM BREVARD COUNTY AND THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT.



CLIENT CONTACT:
MERRITT ISLAND
REDEVELOPMENT AGENCY
DIRECTOR: JERRY LALLO
PHONE NUMBER: (321) 454-6610





NOTE

- EXISTING LANDSCAPE MATERIAL SHOWN IN GREY. PRESERVE ALL EXISTING TREES & SHRUBS.
- WHERE NEW PLANT MATERIAL IS PROPOSED, REMOVE AND DISPOSE OF EXISTING DEAD / DYING PLANT MATERIAL. ALL WORK SHALL BE PERMITTED TO ESTIMATE PLANT REMOVALS AND DISPOSAL WORK PRIOR TO SUBMITTING BID.
- REMOVE AND DISPOSE ALL SUNKEN BUTTWOOD TREES ON THE 520 CAUSEWAY AS NECESSARY.

[---] LIMIT OF WORKLINE

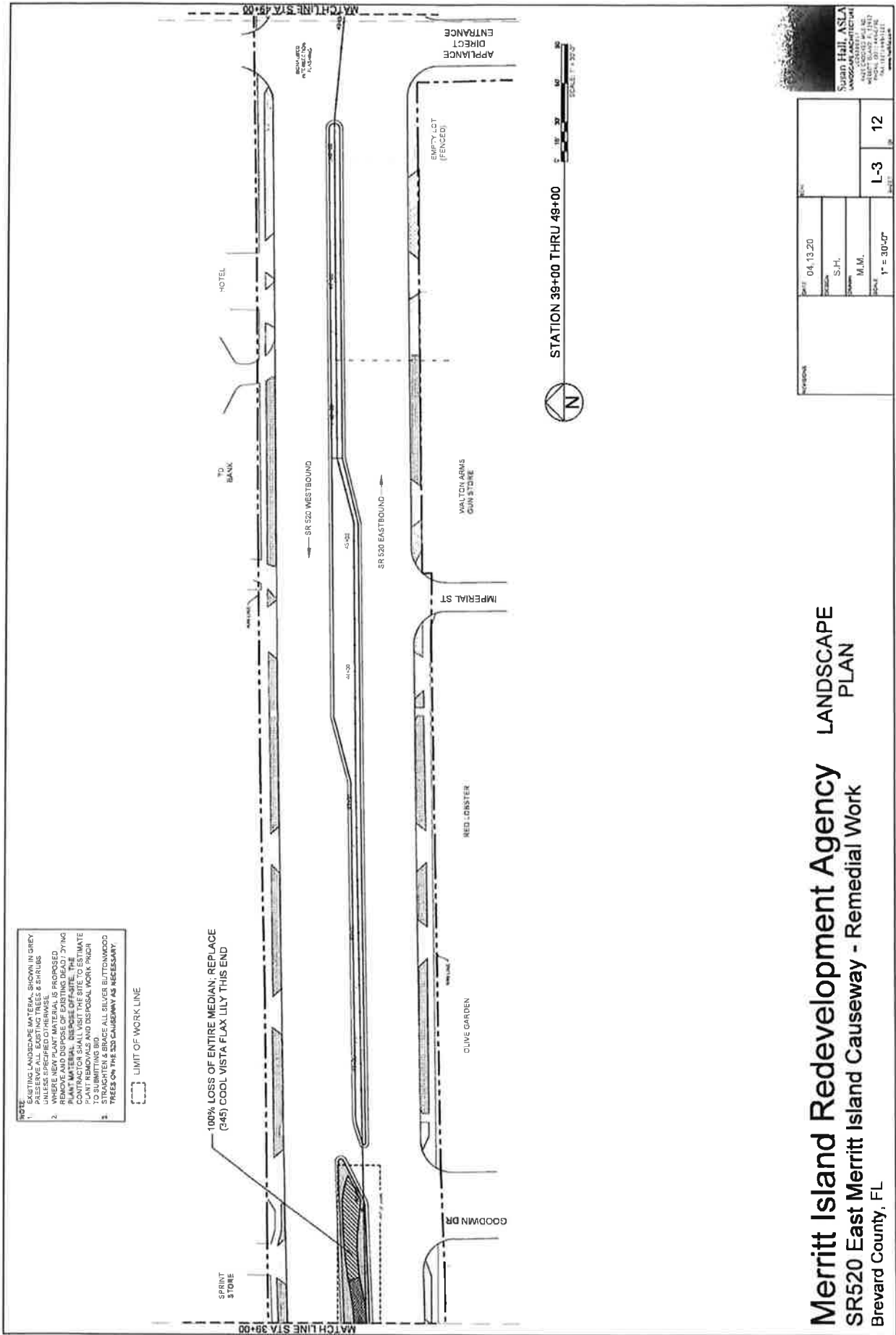
Merritt Island Redevelopment Agency LANDSCAPE PLAN

SR520 East Merritt Island Causeway - Remedial Work

Brevard County, FL

| | |
|--------|-------------|
| DATE | 04.13.20 |
| DESIGN | S.H. |
| DRAWN | M.M. |
| CHECK | |
| SCALE | 1" = 30'-0" |
| NO. | L-2 |
| TOTAL | 12 |

Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
4415 S. COLLETT DRIVE
PALM BEACH, FL 33408
TEL: 561-832-1111
WWW.SUSANHALLASLA.COM

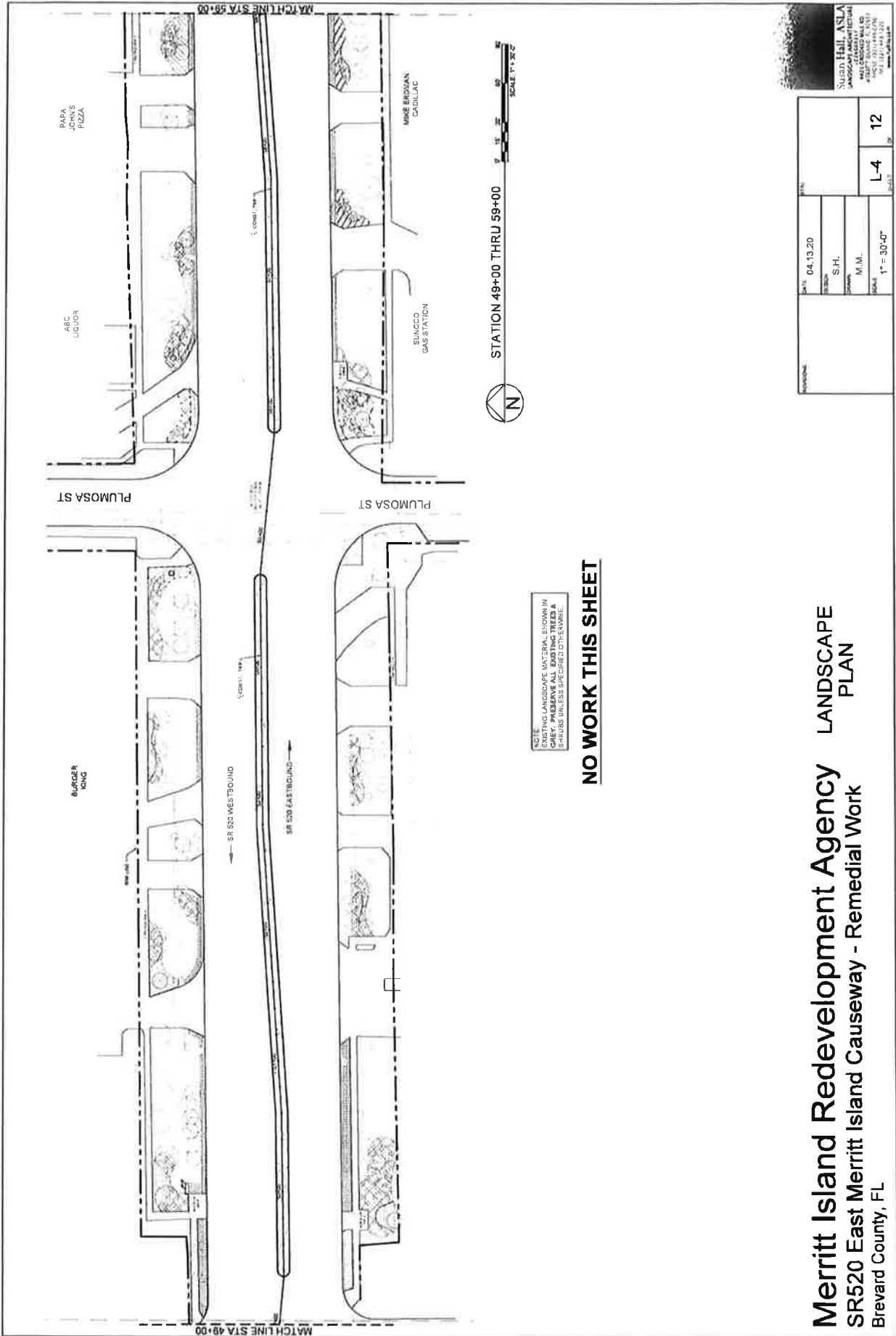


NOTE:
 1. EXISTING LANDSCAPE MATERIAL, SHOWN IN GREY, SHALL BE MAINTAINED UNLESS SPECIFICALLY NOTED OTHERWISE. REMOVE AND DISPOSE OF EXISTING DEAD, DYING AND DISEASED TREES AND SHRUBS.
 2. WHERE NEW PLANT MATERIAL IS PROPOSED, CONTRACTOR SHALL VISIT THE SITE TO ESTIMATE PLANT REMOVALS AND DISPOSAL WORK PRIOR TO SUBMITTING BID.
 3. REMOVE ALL OLIVES BUTT/WOOD TREES ON THE 520 CAUSEWAY AS NECESSARY.

Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR520 East Merritt Island Causeway - Remedial Work
 Brevard County, FL

| | |
|--------------|-------------|
| PROJECT | 04, 13, 20 |
| DESIGNER | S.H. |
| DRAWN | M.L.M. |
| SCALE | 1" = 30'-0" |
| SHEET | L-3 |
| TOTAL SHEETS | 12 |

Susan Hall, ASLA
 LANDSCAPE ARCHITECT
 1425 GUNN RD. SE
 ATLANTA, GA 30339
 PHONE: 404.525.4474
 FAX: 404.525.4475
 WWW.SUSANHALL.COM



NOTE:
 1. PRESERVE EXISTING LANDSCAPE ELEMENTS, ESPECIALLY TREES AND SHRUBS.
 2. PRESERVE ALL EXISTING TREES & SHRUBS UNLESS SPECIFIED OTHERWISE.

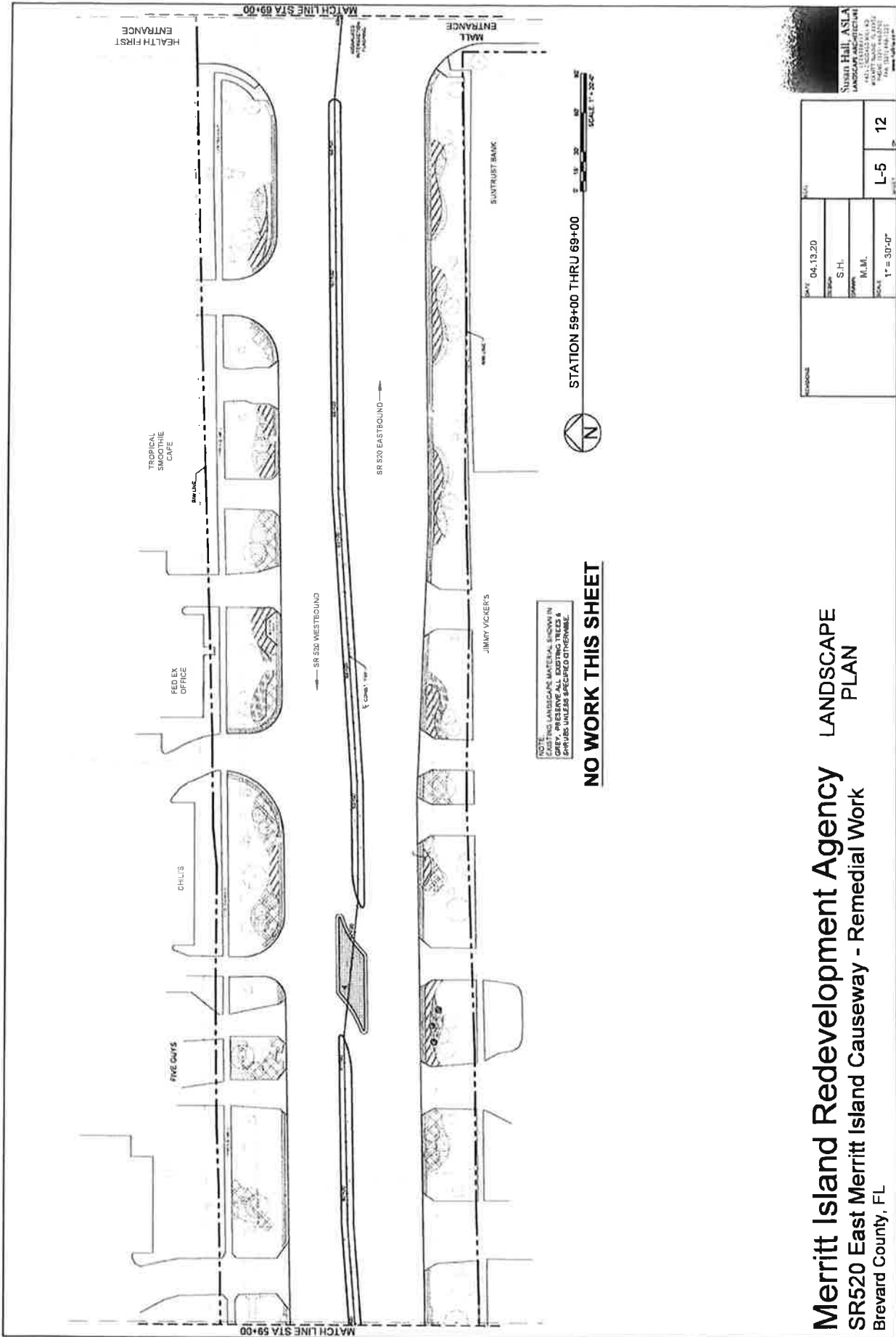
NO WORK THIS SHEET



Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR520 East Merritt Island Causeway - Remedial Work
 Brevard County, FL

| | | | |
|--------|-------------|----------|----|
| DATE | 04.13.20 | BY | |
| DESIGN | S.H. | CHECKED | |
| DRAWN | M.M. | APPROVED | |
| SCALE | 1" = 30'-0" | SHEET | 12 |

Susan Hall, A.S.L.A.
 LANDSCAPE ARCHITECT
 1115 CEDAR HILL RD.
 SUITE 100 WILSON
 WILSON, FL 32918
 PH: 321-533-1111
 WWW.SUSANHALL.COM



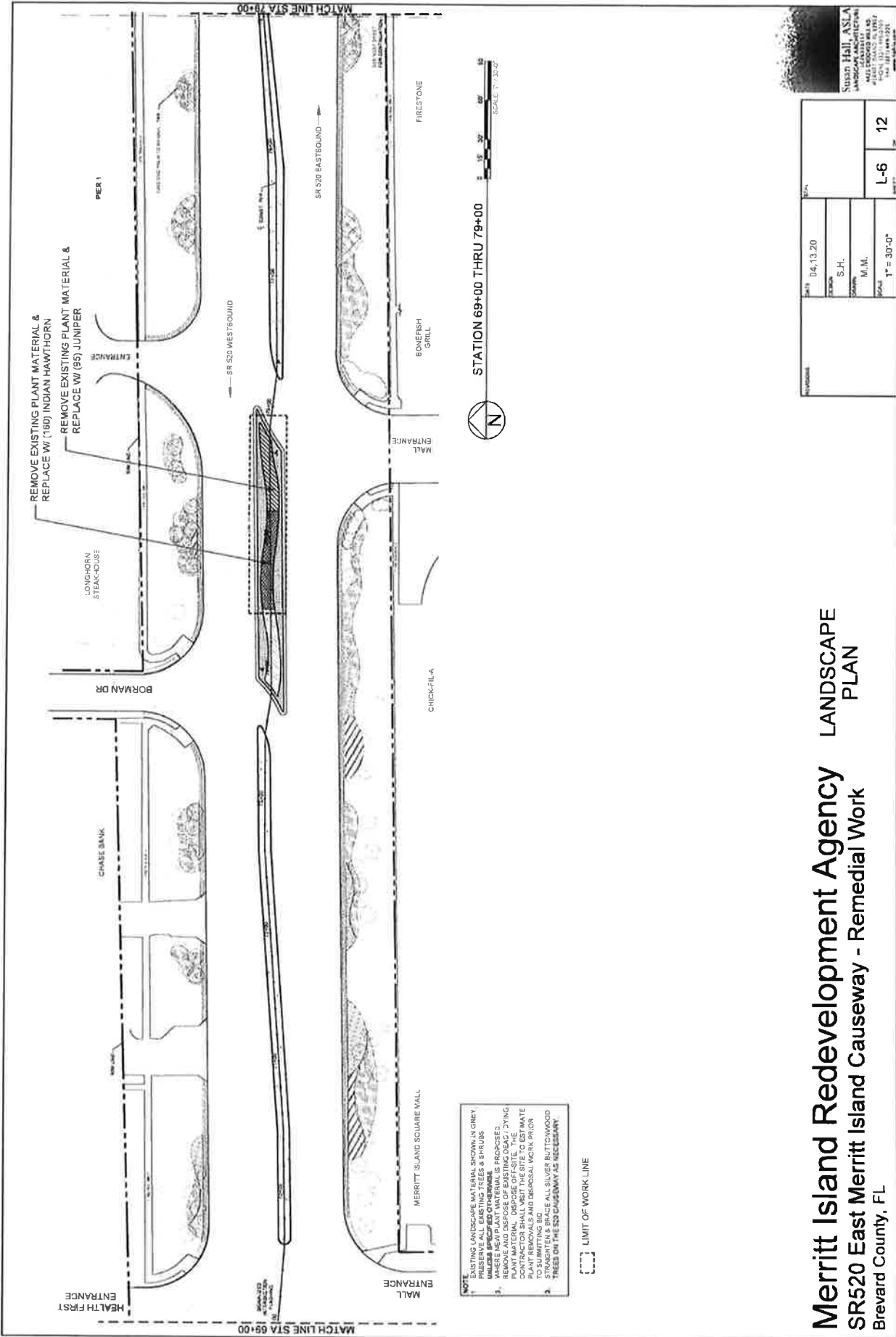
NOTE:
CASTING LANDSCAPE MATERIAL SHOWN IN
THIS PLAN IS FOR INFORMATION ONLY AND DOES NOT
CONSTITUTE A CONTRACT. ALL DIMENSIONS AND
DETAILS SHALL BE AS SHOWN ON THE CONTRACT
DRAWINGS UNLESS SPECIFIED OTHERWISE.

NO WORK THIS SHEET

Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR520 East Merritt Island Causeway - Remedial Work
 Brevard County, FL

| | | | |
|----------|----------|---------|-------------|
| DATE | 04.13.20 | SCALE | 1" = 30'-0" |
| DESIGNER | S.H. | PROJECT | L-5 |
| DRAWN | M.M. | SHEET | 12 |
| CHECKED | | | |

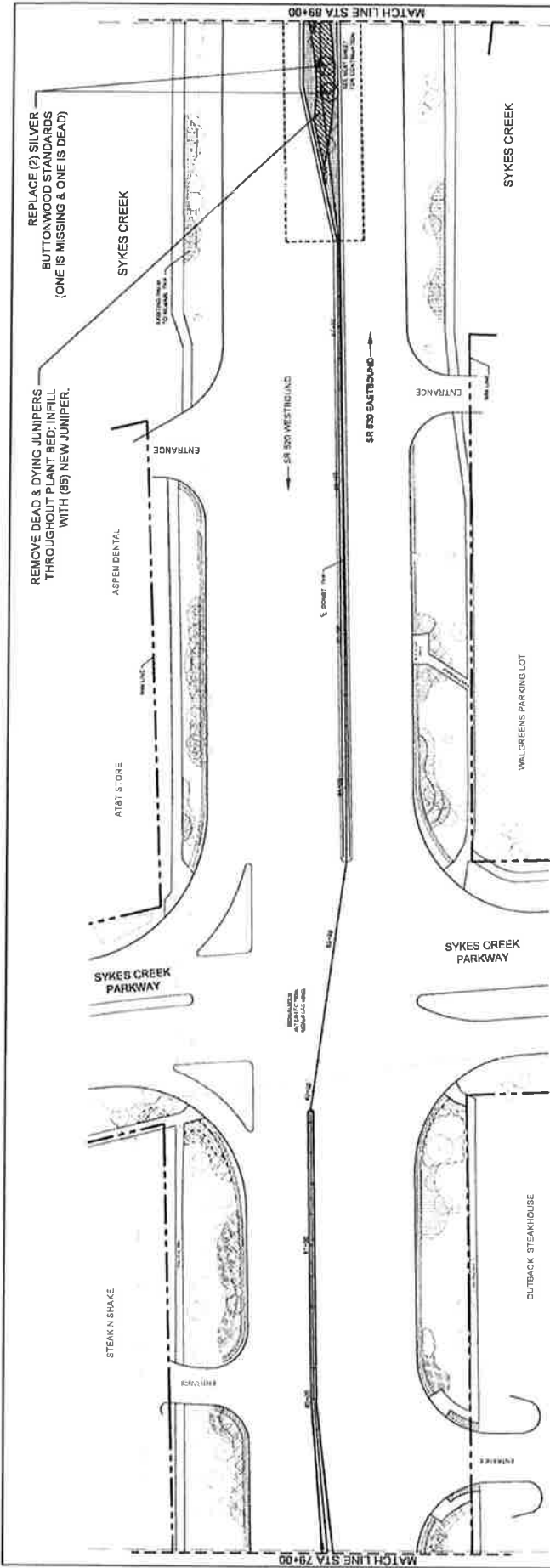
South Hill Asia
 LANDSCAPE ARCHITECTURE
 441-222-1111
 441-222-1111
 Fax: (313) 444-1111
 www.southhill.com



| | |
|----------|-------------|
| DATE | 04.13.20 |
| DESIGNER | S.J.H. |
| CHECKER | M.M.L. |
| SCALE | 1" = 30'-0" |
| NO. | L-6 |
| REV. | 12 |

Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR520 East Merritt Island Causeway - Remedial Work
 Brevard County, FL

SWISS HILL ASLA
 LANDSCAPE ARCHITECTS
 4442 SW 11th Ave, Suite 100
 Fort Lauderdale, FL 33309
 Tel: (754) 469-3281
 www.swiss-hill.com

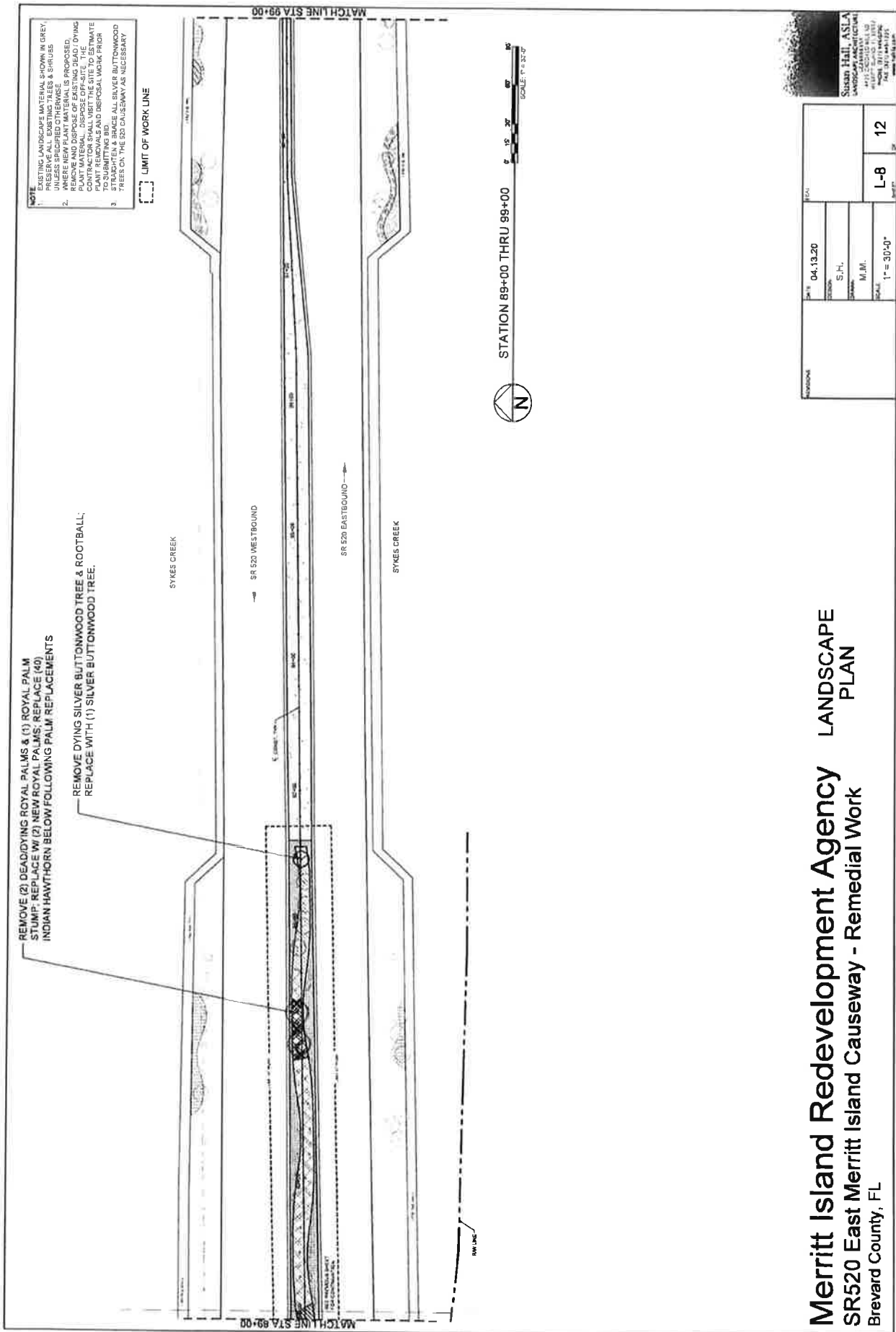


NOTE:
 1. EXISTING LANDSCAPE MATERIAL SHOWN IN GREY.
 2. REMOVE AND DEPOSE OF EXISTING DEAD / DYING PLANTS AND TREES & SHRUBS.
 3. WHERE NEW PLANT MATERIALS PROPOSED, REMOVE AND DEPOSE OF EXISTING DEAD / DYING PLANTS AND TREES & SHRUBS.
 4. CONTRACTOR SHALL VISIT THE SITE TO ESTIMATE PLANT REMOVALS AND DISPOSAL FROM PRIOR TO CONSTRUCTION.
 5. CONTRACTOR SHALL BRACE ALL SILVER BUTTWOOD TREES ON THE 520 CAUSEWAY AS NECESSARY.

STATION 79+00 THRU 89+00
 SCALE: 1" = 30'-0"

| | |
|--------------|-------------|
| DATE | 04.13.20 |
| DESIGNER | S.H. |
| CHECKER | M.M. |
| SCALE | 1" = 30'-0" |
| SHEET | L-7 |
| TOTAL SHEETS | 12 |

Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR520 East Merritt Island Causeway - Remedial Work
 Brevard County, FL

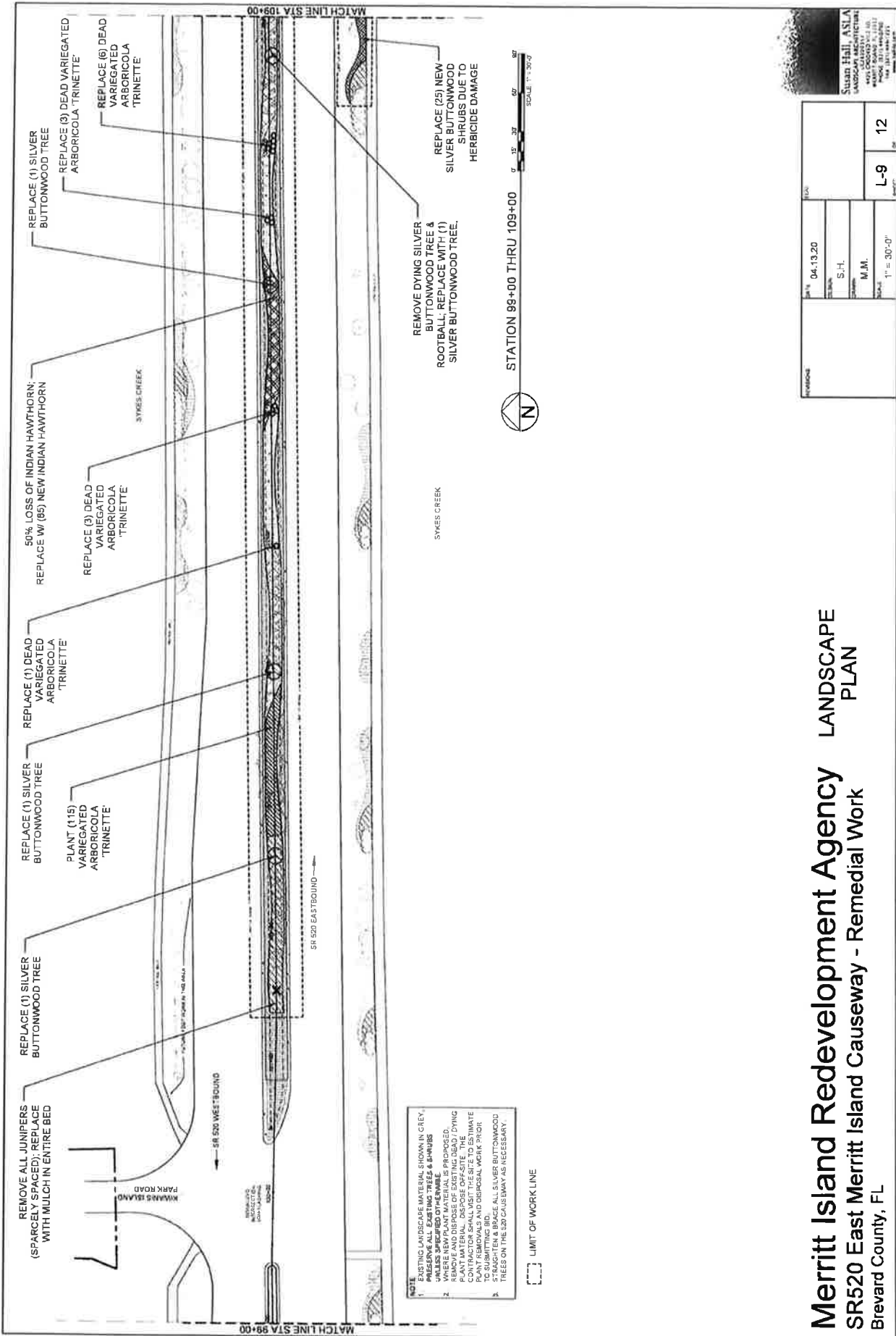


- NOTE**
1. EXISTING LANDSCAPE MATERIAL SHOWN IN GREY. PRESERVE ALL EXISTING TREES & SHRUBS UNLESS SPECIFIED OTHERWISE.
 2. WHERE NEW PLANT MATERIAL IS PROPOSED, CONTRACTOR SHALL VISIT THE SITE TO ESTIMATE PLANT MATERIAL, DISPOSE OFF-SITE, DYING MATERIAL, AND DISPOSAL WORK PRIOR TO SUBMITTING BRACE AND BRACE ALL SILVER BUTTONWOOD TREES ON THE 520 CAUSEWAY AS NECESSARY.

Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR520 East Merritt Island Causeway - Remedial Work
 Brevard County, FL

| | |
|--------------|-------------|
| DATE | 04.13.20 |
| DESIGNER | S.H. |
| CHECKER | M.M. |
| SCALE | 1" = 30'-0" |
| SHEET NO. | L-8 |
| TOTAL SHEETS | 12 |

Steven Hall, ASLA
 LANDSCAPE ARCHITECT
 #132220010 (L.S.)
 #000000000 (P.E.)
 P.O. BOX 100
 MERITT ISLAND, FL 32952



NOTE

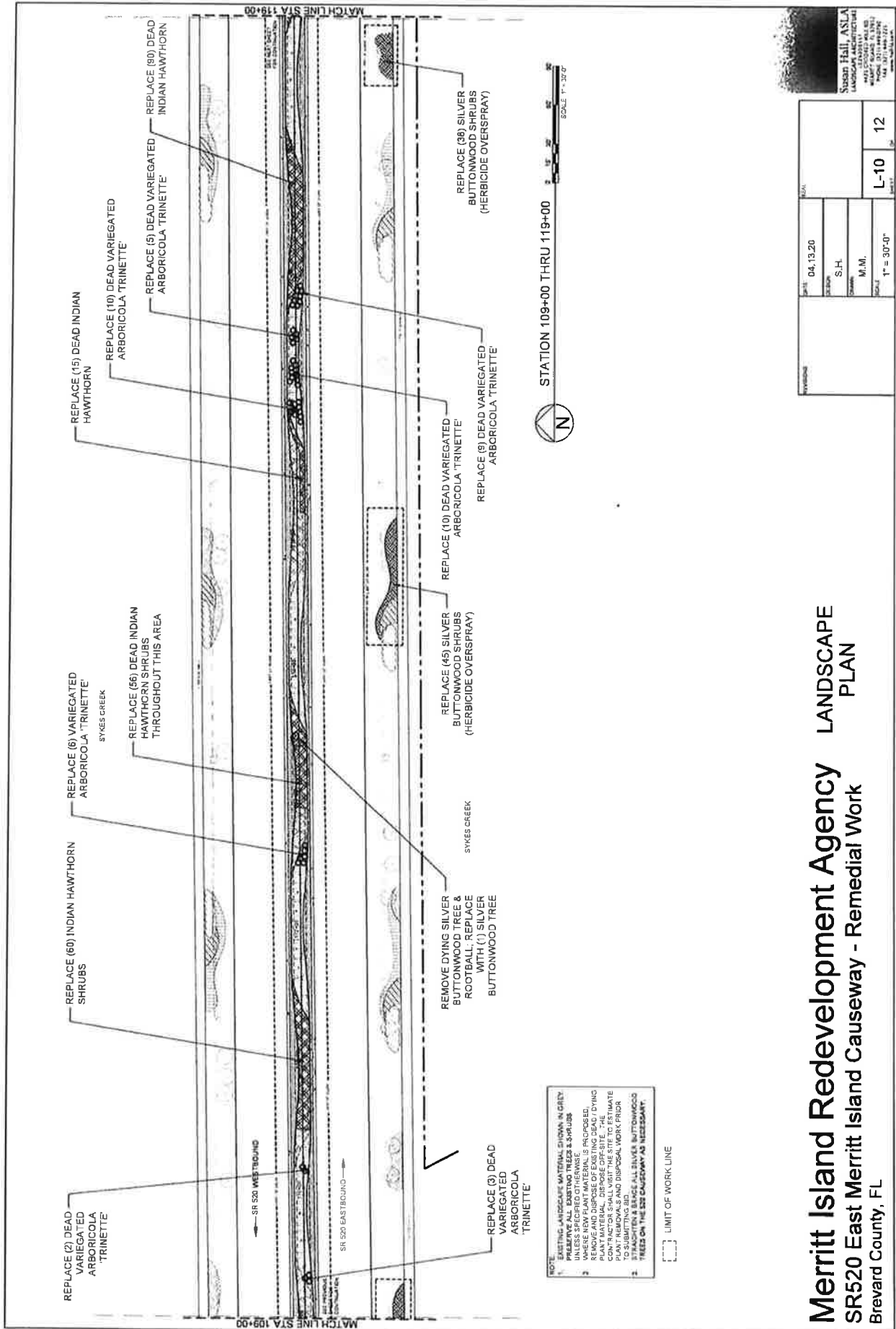
- EXISTING LANDSCAPE MATERIAL SHOWN IN GREY, UNLESS SPECIFIED OTHERWISE.
- WHERE NEW PLANT MATERIAL IS PROPOSED, CONTRACTOR SHALL VISIT THE SITE TO ESTIMATE PLANT REMOVALS AND DISPOSAL WORK PRIOR TO STRAIGHTEN & BRACE ALL SILVER BUTTONWOOD TREES ON THE 520 CAUSEWAY AS NECESSARY.

--- LIMIT OF WORK LINE

| | |
|-------------|-------------|
| SYKES CREEK | |
| DATE | 04-13-20 |
| DESIGNER | S.H. |
| CHECKER | M.M. |
| SCALE | 1" = 30'-0" |
| FIG. NO. | L-9 |
| SHEET NO. | 12 |

Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR520 East Merritt Island Causeway - Remedial Work
 Brevard County, FL

Susan Hall ASLA
 LANDSCAPE ARCHITECTURE
 4455 COLLETTA BLVD
 MERRITT ISLAND, FL 32953
 TEL: 321-444-7171
 WWW.SUSANHALL.COM



NOTE:
 1. EXISTING LANDSCAPE MATERIAL SHOWN IN GREY.
 2. PRESERVE ALL EXISTING TREES & SHRUBS UNLESS OTHERWISE NOTED OTHERWISE.
 3. REMOVE AND DISPOSE OF EXISTING DEAD / DYING PLANT MATERIAL. DISPOSE OFF-SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FOR PLANT REMOVALS AND DISPOSAL WORK PRIOR TO SUBMITTING BID.
 4. ALL SILVER BUTTWOODS TREES ON THE SITE CAUSEWAY AS NECESSARY.



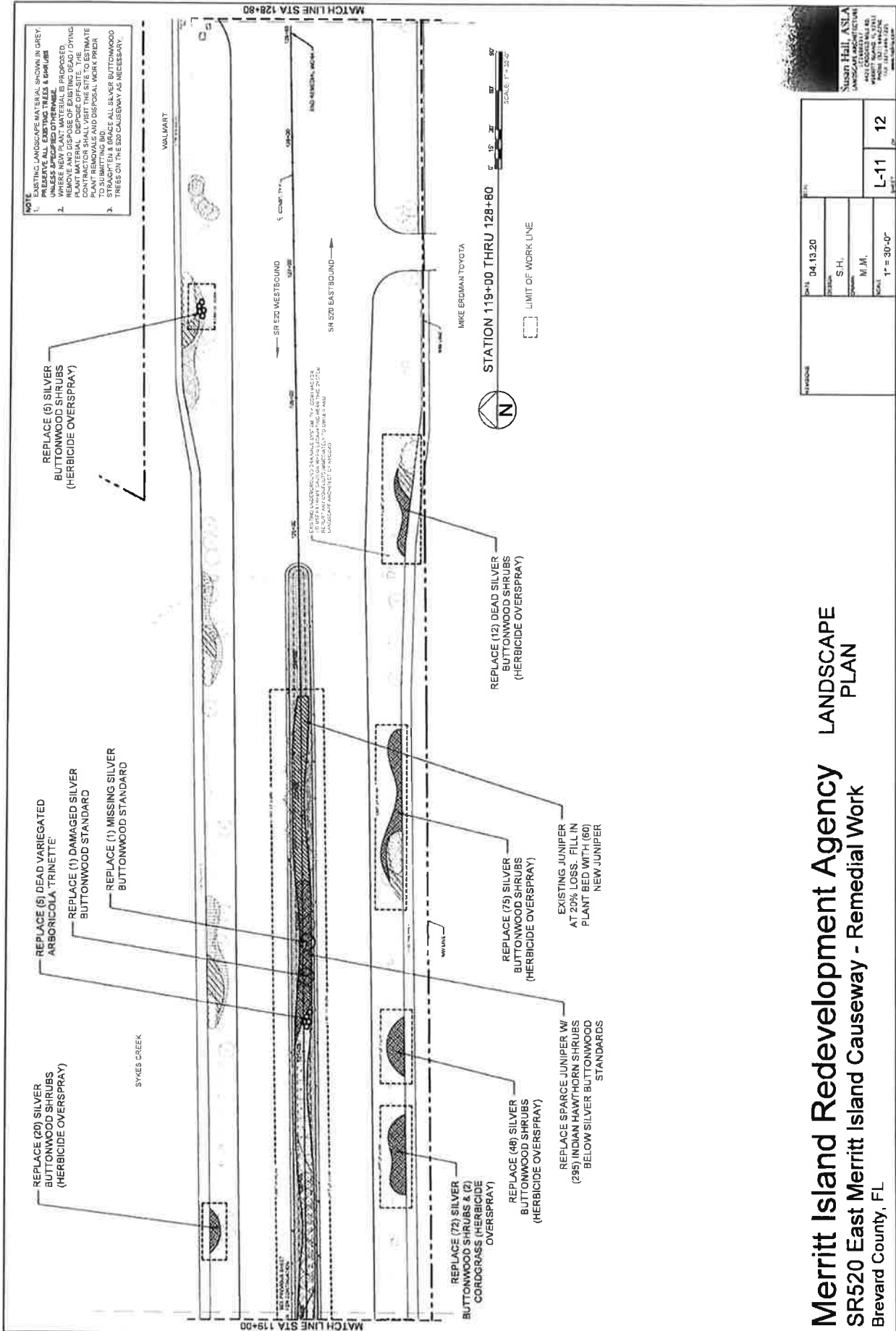
Merritt Island Redevelopment Agency LANDSCAPE PLAN

SR520 East Merritt Island Causeway - Remedial Work

Brevard County, FL

| | | | |
|----------|-------------|------|----|
| DATE | 04.19.20 | NO. | |
| DESIGNER | S.H. | | |
| CHECKER | M.M. | | |
| SCALE | 1" = 30'-0" | | |
| | | L-10 | 12 |

Susan Hall, A.S.L.A.
 LANDSCAPE ARCHITECT
 1000 N. W. 11th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: 954.561.1111
 Fax: 954.561.1112



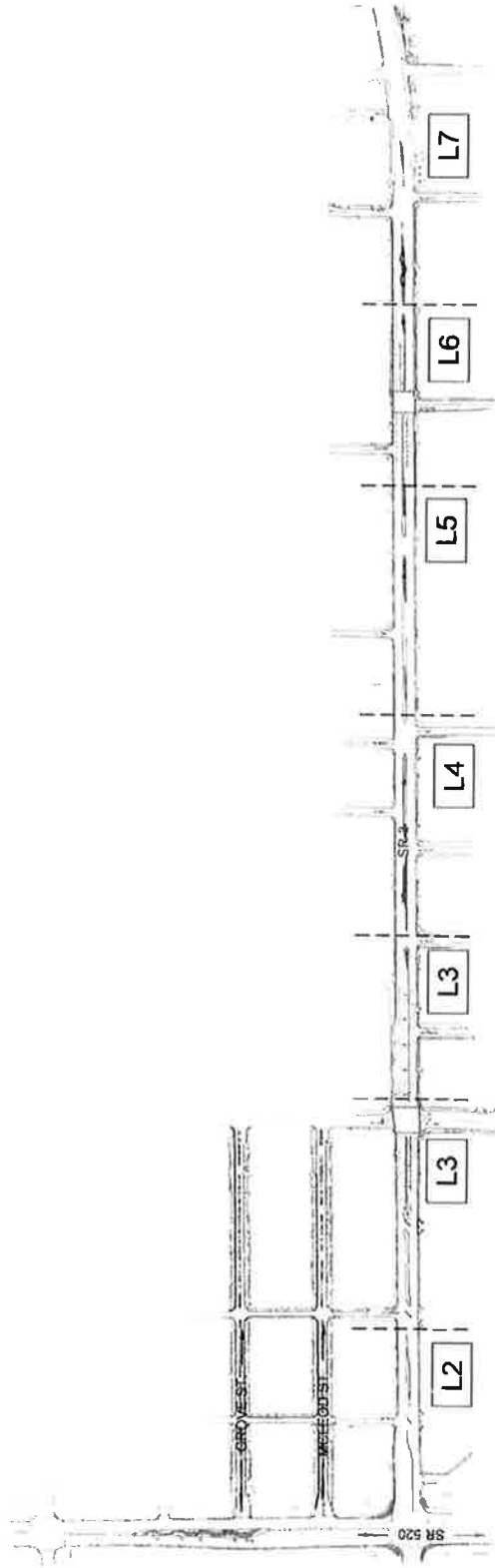
Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR520 East Merritt Island Causeway - Remedial Work
 Brevard County, FL

| | |
|----------|-------------|
| DATE | 04.19.20 |
| DESIGNER | S.H. |
| CHECKER | M.J.M. |
| SCALE | 1" = 30'-0" |
| PROJECT | L-11 |
| SHEET | 12 |

Susan Hall, ASLA
 LANDSCAPE ARCHITECT
 4021 COLLETT HILL RD
 PALM BEACH, FL 33411
 TEL: 561-844-1234
 FAX: 561-844-1234

Merritt Island Redevelopment Agency REMEDIAL WORK

STATE ROAD 3
BREVARD COUNTY, FLORIDA



KEY PLAN
SCALE: NTS

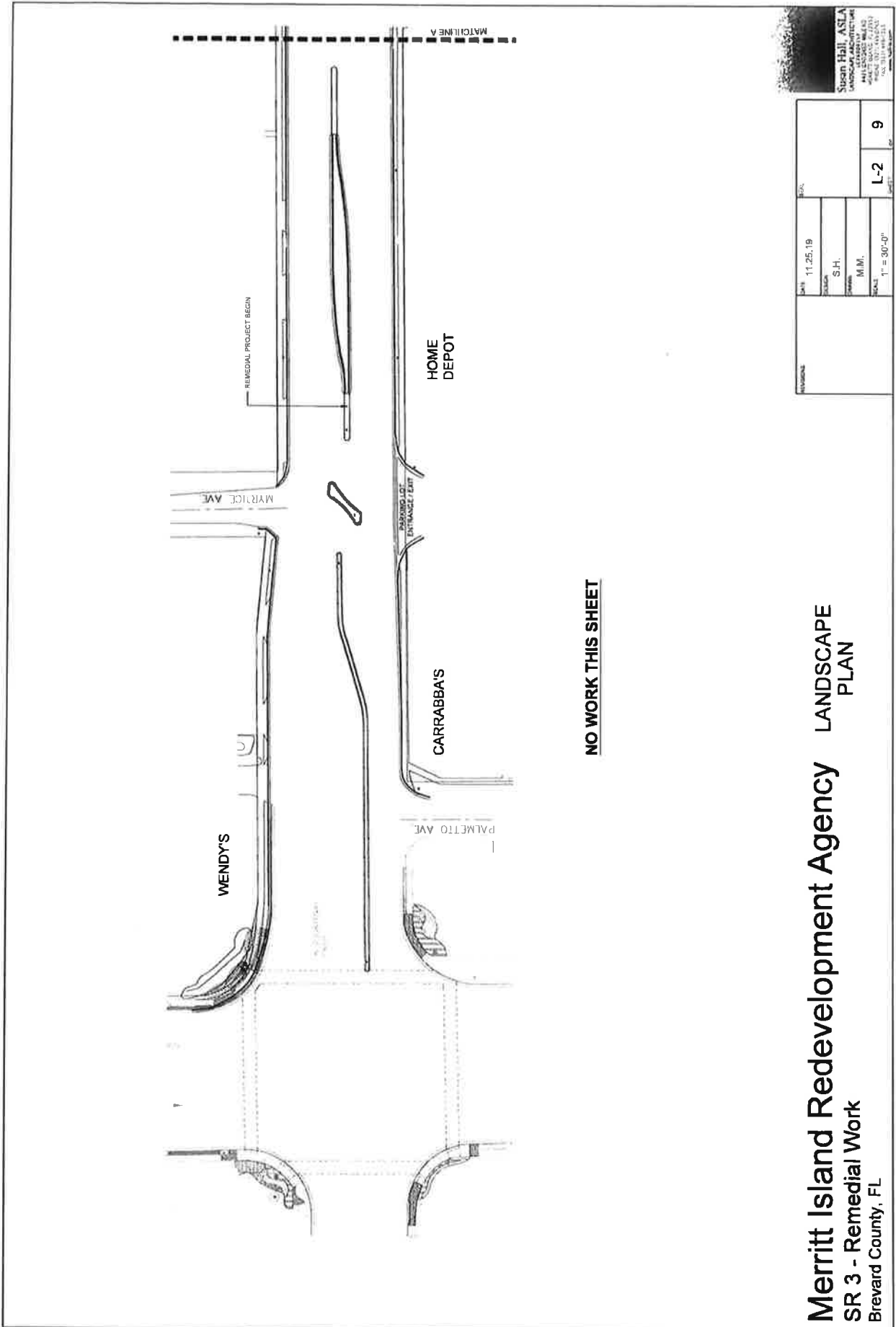
SHEET INDEX:

- CVR-1 COVER SHEET
- L-2 LANDSCAPE PLAN
- L-3 LANDSCAPE PLAN
- L-4 LANDSCAPE PLAN
- L-5 LANDSCAPE PLAN
- L-6 LANDSCAPE PLAN
- L-7 LANDSCAPE PLAN
- L-8 PLANT LIST & LANDSCAPE DETAILS
- L-9 LANDSCAPE SPECIFICATIONS

CLIENT CONTACT:
MERRITT ISLAND REDEVELOPMENT AGENCY
DIRECTOR LARRY LALLO
PHONE NUMBER: (321) 454-6610

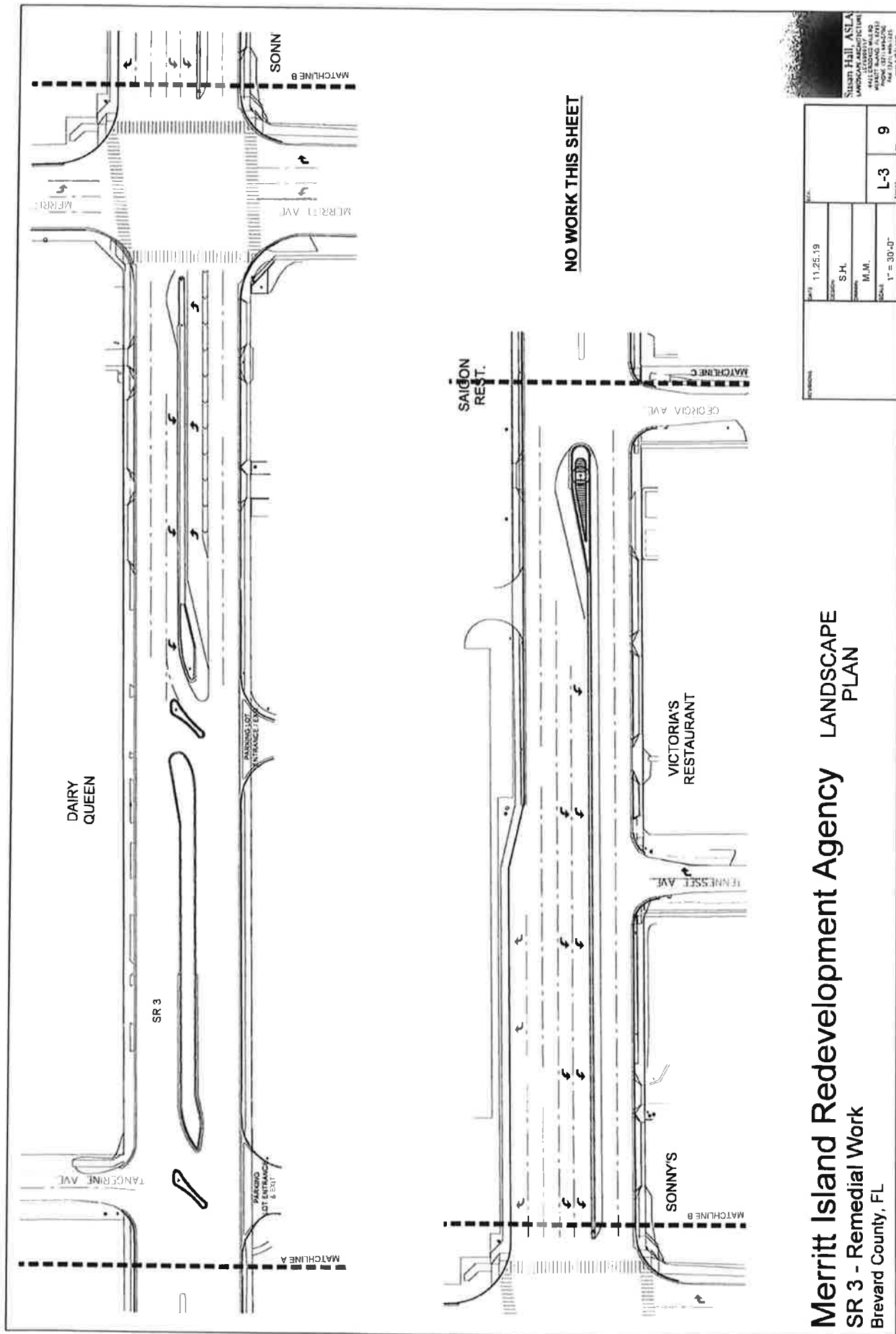


Susan Hall, ASLA
Landscape Architect
4455 CHOCOMA WILE RD.
MERRITT ISLAND, FL 32953
PHONE: (321) 469-0750
FAX: (321) 465-1225
www.s-hall-ja.com



| | | |
|---|--|---|
| Susan Hill, ASLA Landscape Architect 4401 S.W. 11th St., Suite 100 Ft. Lauderdale, FL 33309 Tel: 954.341.4411 | | DATE: 11.25.19 DRAWN: S.H. CHECKED: M.M. SCALE: 1" = 30'-0" SHEET: L-2 OF 9 |
|---|--|---|

Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR 3 - Remedial Work
 Brevard County, FL

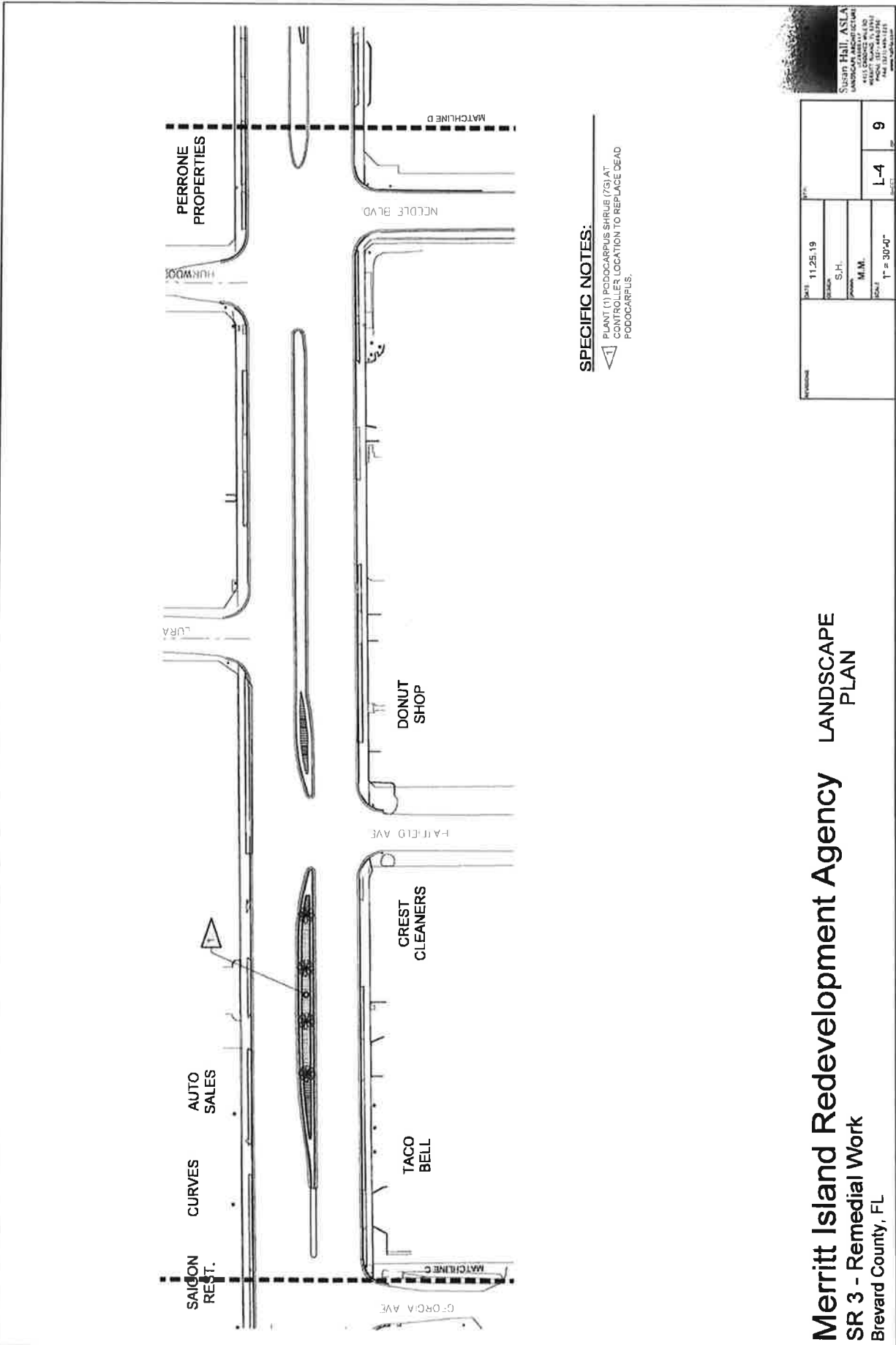


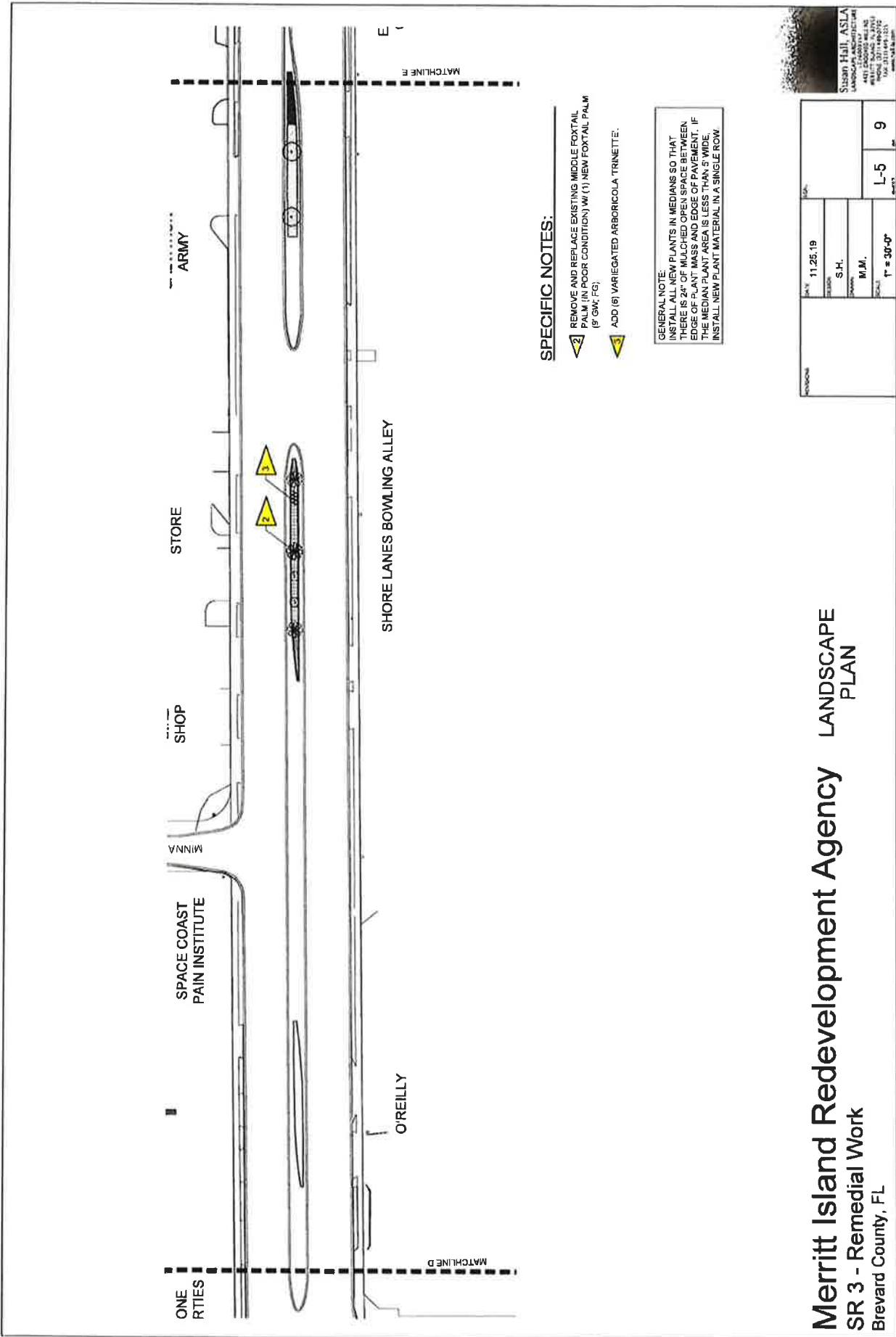
Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR 3 - Remedial Work

Brevard County, FL

| | | | |
|----------------------|----------|-----------|-------------|
| DATE | 11-25-19 | SCALE | 1" = 30'-0" |
| DESIGNER | S.H. | CHECKED | |
| DRAWN | M.M. | DATE | |
| PROJECT NAME | | SHEET NO. | |
| SR 3 - Remedial Work | | L-3 | |
| PROJECT NO. | | 9 | |

Susan Hall, ASLA
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 1100 N. W. 11th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 www.susanhall.com

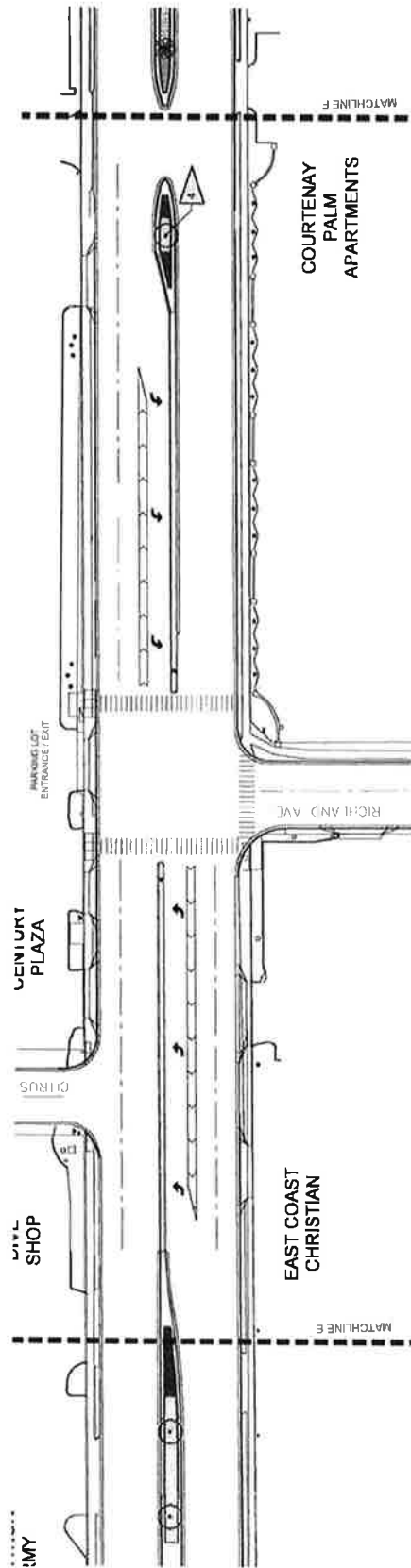




Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR 3 - Remedial Work
 Brevard County, FL

| | |
|--------------|-------------|
| DATE | 11.25.19 |
| DESIGNER | S.H. |
| CHECKER | M.M. |
| SCALE | 1" = 30'-0" |
| SHEET NO. | L-5 |
| TOTAL SHEETS | 9 |

Shawn Hall ASLA
 LANDSCAPE ARCHITECTURE
 4811 200TH AVE NE
 SUITE 200
 FORT MYERS, FL 33905
 TEL: 888.333.4444
 FAX: 231.314.1231
 www.shawnhall.com



SPECIFIC NOTES:

- 1 REMOVE EXISTING STRUCTURALLY UNSOUND FOXTAIL PALM & REPLACE W/ (1) FOXTAIL PALM (9' GW, FG).

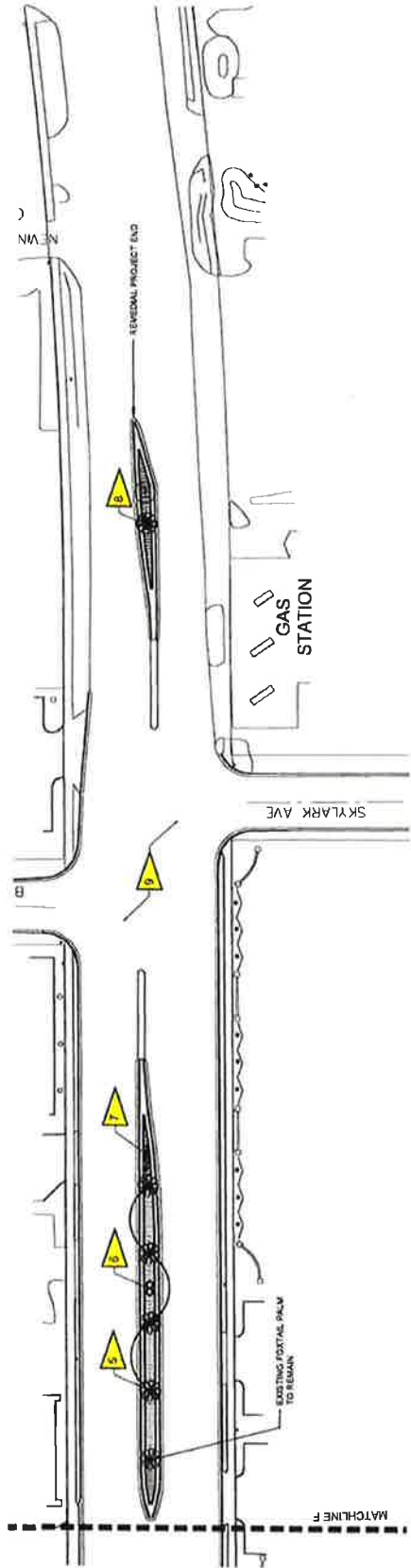
GENERAL NOTE:
 INSTALL ALL NEW PLANTS IN MEDIANS SO THAT THERE IS 24" OF MATCHED OPEN SPACE BETWEEN PLANTS AND EDGE OF PAVEMENT. IF THE MEDIAN PLANTING IS LESS THAN 24", INSTALL NEW PLANT MATERIAL IN A SINGLE ROW.

| | |
|----------|-------------|
| DATE | 11.25.19 |
| DESIGNER | S.H. |
| CHECKER | M.M. |
| SCALE | 1" = 30'-0" |
| L-6 9 | |

LANDSCAPE PLAN

Merritt Island Redevelopment Agency
SR 3 - Remedial Work
 Brevard County, FL

Shawn Hill ASLA
 LANDSCAPE ARCHITECT
 4425 ELLERBERRY LANE
 PALM BEACH, FL 33410
 TEL: (561) 983-1311
 www.shawnhill.com



SPECIFIC NOTES:

- 5 REMOVE (4) FOXTAIL PALM STUMPS (10' HT.) & ROOTBALLS
REPLACE W/ (4) NEW FOXTAIL PALMS (9' GW; FG).
- 6 INSTALL (2) PODOCARPUS SHRUBS TO REPLACE (2)
DEAD SHRUBS @ CONTROLLER LOCATION.
- 7 ADD (8) NEW INDIAN HAWTHORN TO EXISTING PLANT
BED (3G, 2F CC).
- 8 REMOVE (1) DYING DEAD LIGUSTRUM TREE & ROOTBALL;
REPLACE W/ (1) FOXTAIL PALM (9' GW; FG).
- 9 PROVIDE AN M.O.T. (MAINTENANCE OF TRAFFIC) /
TEMPORARY TRAFFIC CONTROL PLAN FOR THIS
REMEDIAL WORK.

SELECTIONS OF PLANTS IN THIS PLAN ARE BASED ON THE
ASSUMPTION THAT THE PLANTS ARE TO BE PLANTED IN
THE MIDDLE OF THE ROAD BETWEEN THE
EXISTING PLANT MATERIAL AND THE NEW PLANT MATERIAL.
ALL PLANT MATERIAL IS TO BE PLANTED IN THE MIDDLE OF THE ROAD.

Merritt Island Redevelopment Agency LANDSCAPE PLAN
SR 3 - Remedial Work
 Brevard County, FL



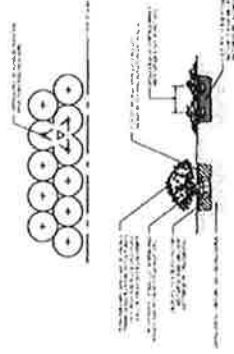
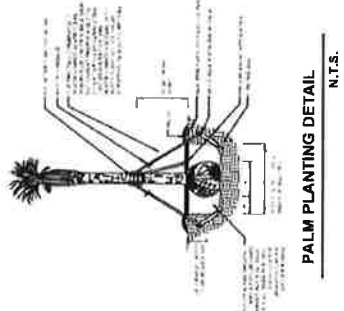
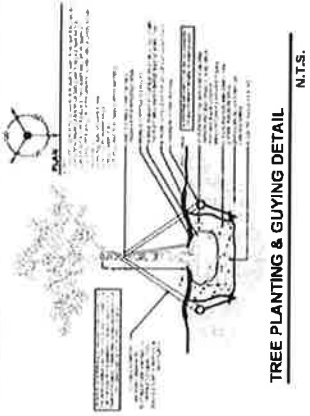
| | | | |
|----------|-------------|--------------|-----|
| DATE | 11.25.19 | NO. | |
| DESIGNER | S.H. | | |
| DRAWN | M.J.M. | | |
| SCALE | 1" = 30'-0" | SHEET | L-7 |
| | | TOTAL SHEETS | 9 |

SR 3 Merritt Island - Plant List
PLANT MATERIAL
TREES & PALMS

| QTY | BOTANICAL NAME | COMMON NAME | INSTALLED SIZE | SPECIFICATIONS | SPACING |
|-----|-----------------------|---------------|----------------|------------------------|-----------|
| 1 | Trachycarpus fortunei | Fortunei Palm | 70 | 70 GWT. FORMER #11 | AT 30x30m |
| 2 | Palmetto | Palmetto | 18" | 35' Ht. Double central | |
| 4 | REMOVAL | REMOVAL | REMOVAL | REMOVAL | REMOVAL |
| 1 | REMOVAL | REMOVAL | REMOVAL | REMOVAL | REMOVAL |

| SHRUBS & GROUNDCOVERS | | | | | |
|----------------------------------|----------------|-------------|----------------|------------------------|---------|
| QTY | BOTANICAL NAME | COMMON NAME | INSTALLED SIZE | SPECIFICATIONS | SPACING |
| 1 | Plumbago | Plumbago | 18" | 35' Ht. Double central | |
| 2 | Plumbago | Plumbago | 18" | 35' Ht. Double central | |
| 0 | Plumbago | Plumbago | 18" | 35' Ht. Double central | |

| MISCELLANEOUS LANDSCAPE ITEMS | | | | | |
|--|--|--|--|--|--|
| 1) 1" 10' Ht. 100% Synthetic Palm 2) 1" 10' Ht. 100% Synthetic Palm 3) 1" 10' Ht. 100% Synthetic Palm 4) 1" 10' Ht. 100% Synthetic Palm 5) 1" 10' Ht. 100% Synthetic Palm | | | | | |
| Branches, Grafts, Spacing & Fertilizing is to be included in the unit price for indicated plant material. This estimate includes current market pricing as of the date listed and is subject to change. | | | | | |



| | | | | |
|-------------|----------|------------|------|---|
| DATE | 11.25.19 | SCALE | L-8 | 9 |
| DESIGNED BY | S.H. | CHECKED BY | M.M. | |
| PROJECT NO. | | SCALE | NTS | |

Merritt Island Redevelopment Agency
SR 3 - Remedial Work
Brevard County, FL

PLANT LIST & LANDSCAPE DETAILS



GENERAL NOTES:

- 1. CALL SURVEYOR'S OFFICE AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION.
- 2. ALL NUMERICAL WORK SHALL BE COORDINATED AND SCHEDULED WITH THE MERRITT ISLAND REDEVELOPMENT AGENCY'S ASSESSMENT AND REDEVELOPMENT PLAN.
- 3. THE CONTRACTOR SHALL COORDINATE WITH ALL AGENCIES INVOLVED IN THE PROJECT AND OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
- 4. SURVEYING, STAKE-SETTING, AND ALL MEASUREMENTS SHALL BE ACCURATE TO WITHIN 1/16" PER 100 FEET.
- 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 6. THE CONTRACTOR SHALL HAVE ACCESS TO ALL NECESSARY RECORDS AND PERMITS PRIOR TO CONSTRUCTION.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
- 8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

- 11. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 12. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 13. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 14. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 15. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 16. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 17. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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- 19. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 20. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 21. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 22. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 23. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 24. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 25. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

TEMPORARY TRAFFIC CONTROL (FORMERLY MAINTENANCE OF TRAFFIC) NOTES:

- 1. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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- 12. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 13. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 14. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 15. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

LANDSCAPE SPECIFICATIONS:

- 1.00 GENERAL
- 1.01 The Contractor shall provide the General Conditions and Special Conditions of this contract.
- 2.00 SCOPE OF WORK
- 2.01 The work of this Section shall include all labor, materials, equipment, appliances, and accessories necessary for the complete performance of all work under the contract.
- 3.00 SITE PREPARATION
- 3.01 The Contractor shall provide the following work:
- 4.01 All plant materials shall be installed in the following conditions:
- 4.02 All plant materials shall be installed in the following conditions:
- 4.03 All plant materials shall be installed in the following conditions:
- 4.04 All plant materials shall be installed in the following conditions:

- 5.00 PLANTING
- 5.01 All plants shall be installed in the following conditions:
- 5.02 All plants shall be installed in the following conditions:
- 5.03 All plants shall be installed in the following conditions:
- 5.04 All plants shall be installed in the following conditions:
- 5.05 All plants shall be installed in the following conditions:
- 5.06 All plants shall be installed in the following conditions:
- 5.07 All plants shall be installed in the following conditions:
- 5.08 All plants shall be installed in the following conditions:
- 5.09 All plants shall be installed in the following conditions:
- 5.10 All plants shall be installed in the following conditions:

- 6.00 GUARANTEE
- 6.01 The Contractor shall guarantee the following work:
- 6.02 The Contractor shall guarantee the following work:
- 6.03 The Contractor shall guarantee the following work:
- 6.04 The Contractor shall guarantee the following work:
- 6.05 The Contractor shall guarantee the following work:
- 6.06 The Contractor shall guarantee the following work:
- 6.07 The Contractor shall guarantee the following work:
- 6.08 The Contractor shall guarantee the following work:
- 6.09 The Contractor shall guarantee the following work:
- 6.10 The Contractor shall guarantee the following work:

- 7.00 MATERIALS
- 7.01 All materials shall be of the highest quality and shall be installed in the following conditions:
- 7.02 All materials shall be of the highest quality and shall be installed in the following conditions:
- 7.03 All materials shall be of the highest quality and shall be installed in the following conditions:
- 7.04 All materials shall be of the highest quality and shall be installed in the following conditions:
- 7.05 All materials shall be of the highest quality and shall be installed in the following conditions:
- 7.06 All materials shall be of the highest quality and shall be installed in the following conditions:
- 7.07 All materials shall be of the highest quality and shall be installed in the following conditions:
- 7.08 All materials shall be of the highest quality and shall be installed in the following conditions:
- 7.09 All materials shall be of the highest quality and shall be installed in the following conditions:
- 7.10 All materials shall be of the highest quality and shall be installed in the following conditions:

- 5. SPECIAL REQUIREMENTS FOR PALM TREES: Once palms are to be installed, they shall be installed in the following conditions:
- 6. PROTECTION AND ROOT BARRIERS: In areas where palm trees are to be installed, the Contractor shall install protection and root barriers in the following conditions:
- 7. GUARANTEE: The Contractor shall guarantee the following work:
- 8. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 9. PLANTING: All plants shall be installed in the following conditions:
- 10. GUARANTEE: The Contractor shall guarantee the following work:
- 11. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 12. PLANTING: All plants shall be installed in the following conditions:
- 13. GUARANTEE: The Contractor shall guarantee the following work:
- 14. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 15. PLANTING: All plants shall be installed in the following conditions:
- 16. GUARANTEE: The Contractor shall guarantee the following work:
- 17. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 18. PLANTING: All plants shall be installed in the following conditions:
- 19. GUARANTEE: The Contractor shall guarantee the following work:
- 20. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:

- 21. PLANTING: All plants shall be installed in the following conditions:
- 22. GUARANTEE: The Contractor shall guarantee the following work:
- 23. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 24. PLANTING: All plants shall be installed in the following conditions:
- 25. GUARANTEE: The Contractor shall guarantee the following work:
- 26. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 27. PLANTING: All plants shall be installed in the following conditions:
- 28. GUARANTEE: The Contractor shall guarantee the following work:
- 29. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 30. PLANTING: All plants shall be installed in the following conditions:
- 31. GUARANTEE: The Contractor shall guarantee the following work:
- 32. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 33. PLANTING: All plants shall be installed in the following conditions:
- 34. GUARANTEE: The Contractor shall guarantee the following work:
- 35. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 36. PLANTING: All plants shall be installed in the following conditions:
- 37. GUARANTEE: The Contractor shall guarantee the following work:
- 38. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 39. PLANTING: All plants shall be installed in the following conditions:
- 40. GUARANTEE: The Contractor shall guarantee the following work:

- 41. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 42. PLANTING: All plants shall be installed in the following conditions:
- 43. GUARANTEE: The Contractor shall guarantee the following work:
- 44. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 45. PLANTING: All plants shall be installed in the following conditions:
- 46. GUARANTEE: The Contractor shall guarantee the following work:
- 47. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 48. PLANTING: All plants shall be installed in the following conditions:
- 49. GUARANTEE: The Contractor shall guarantee the following work:
- 50. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 51. PLANTING: All plants shall be installed in the following conditions:
- 52. GUARANTEE: The Contractor shall guarantee the following work:
- 53. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 54. PLANTING: All plants shall be installed in the following conditions:
- 55. GUARANTEE: The Contractor shall guarantee the following work:
- 56. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 57. PLANTING: All plants shall be installed in the following conditions:
- 58. GUARANTEE: The Contractor shall guarantee the following work:
- 59. MATERIALS: All materials shall be of the highest quality and shall be installed in the following conditions:
- 60. PLANTING: All plants shall be installed in the following conditions:

| | |
|----------|----------|
| DATE | 11.25.19 |
| DESIGNER | S.H. |
| DRAWN | M.M. |
| CHECKED | NTS |
| SCALE | L-9 |
| NO. | 9 |

Merritt Island Redevelopment Agency LANDSCAPE SPECIFICATIONS
SR3 - Remedial Work
Brevard County, FL

**MERRITT ISLAND REDEVELOPMENT AGENCY
LANDSCAPING PROJECT B7-20-41 CONTRACT**

LANDSCAPING PROJECT – S.R. 520 AND S.R. 3 (a/k/a COURTENAY PARKWAY)

EXHIBIT “C”

MIRA REMEDIAL PLANS

SCHEDULE OF CONTRACTOR UNIT PRICES

SR 3 Merritt Island - Bid Form

Sol Date: 09/29/19
 Company: _____
 Contact: _____

NOTE: CONTRACTOR IS RESPONSIBLE FOR THEIR OWN TAKEOFF'S FOR MATERIALS; THE APPROVED PLANS SHALL PREVAIL.

MIRA Remedial Plans - Cost Opinion (Contractor Unit Prices)

Date: 07/27/20

SR 520 East, Merritt Island Causeway - Plant List

| PLANT MATERIAL | | | | | | | | |
|--|---|---|-------------------|---|----------|-------------------|----------------------|--------------------|
| TREES & PALMS | | | | | | | | |
| QTY | BOTANICAL NAME | COMMON NAME | INSTALL D SIZE | SPECIFICATIONS | SPACING | UNIT PRICE | TOTAL | |
| 10 | <i>Conocarpus erectus</i> 'Serpent'* | Silver Buttonwood Standard | 300 | Standard, 8" H x 3" Spd x 1 1/2" | As Shown | \$448.00 | \$4,480.00 | |
| 2 | <i>Royalsia exaltata</i> | Royal Palm | FG | 17" GW; Florida #1 | As Shown | \$2,530.00 | \$5,060.00 | |
| 2 | | REMOVAL: Existing Damaged Dead Silver Buttonwood Standard | | | | \$375.00 | \$750.00 | |
| 2 | | REMOVAL: Existing Damaged Dead Royal Palm | | | | \$560.00 | \$1,120.00 | |
| 1 | | REMOVAL: Existing Royal Palm Stump | | | | \$195.00 | \$195.00 | |
| | | | | | | Sub-Total: | \$18,915.00 | |
| SHRUBS & GROUNDCOVERS | | | | | | | | |
| QTY | BOTANICAL NAME | COMMON NAME | INSTALL D SIZE | SPECIFICATIONS | SPACING | UNIT PRICE | TOTAL | |
| 0 | <i> Dianella involuta</i> 'Cool Wave' | Cool Wave Plant Lily | 10' | 8" x 6"; Contact Customer Rep @ Time Source: 302-397-0000 | 18" OC | \$28.70 | \$0.00 | |
| 2 | <i> Spatheola bella</i> | Coquina | 30' | 18" x 18" | As Shown | \$21.88 | \$43.76 | |
| 1148 | <i> Rhipidolys indica</i> | Indian Hawthorn | 30' | 10" x 18" | 24" OC | \$21.88 | \$25,104.24 | |
| 0 | <i> Juniperus conferta</i> 'Pacific Blue' | Juniper 'Pacific Blue' | 30' | 8" x 18" | 36" OC | \$21.88 | \$0.00 | |
| 340 | <i> Conocarpus erectus</i> 'Starburst' | Starburst Buttonwood | 30' | Starburst Form; 18" x 18" | 36" OC | \$21.88 | \$7,439.20 | |
| 178 | <i> Schefflera arborescens</i> 'Trinette' | Variiegated Aborescens 'Trinette' | 30' | 18" x 18"; Compact Growth | 36" OC | \$21.88 | \$3,894.24 | |
| | | REMOVAL: Existing Dead Shrubs & Rootballs | | | | \$1,500.00 | \$1,500.00 | |
| | | | | | | Sub-Total: | \$37,726.34 | |
| MISCELLANEOUS LANDSCAPE ITEMS | | | | | | | | |
| Required M.O.T. for these SR 520 Landscape Remediations | | | | | | | UNIT PRICE | TOTAL |
| Skagrsten & brace all existing silver buttonwood trees (in addition to newly planted trees) | | | | | | | \$5.00 | \$5,500.00 |
| CY Mulch to match existing | | | | | | | \$60.00 | \$5,610.00 |
| CY Planting Mix- 33% Clean Sharp Sand, 33% Florida Peat, 33% Well-rotted Wood Chips/Compost (Trees & Palms only) | | | | | | | \$60.00 | \$299.20 |
| Bracing, Guying, Staking & Fertilizing is to be included in the unit price for installed plant material. This estimate reflects current market pricing as of the date listed and is subject to change. | | | | | | | | |
| | | | | | | Sub-Total: | \$11,969.20 | |
| All material calculations are based on measurements from AutoCAD drawings and do not include shrinkage, cuts & waste, etc. Contractor is responsible for measuring & verifying quantities/substitutions for the project. | | | | | | | | |
| | | | | | | | SR-520 Total: | \$64,706.14 |

WORKSHEET

TOTAL Trees & Palms Qty from plan: 23 (Enter sub-total of quantities)

| | | | | | | | | | | | | | | | | | | | | | | | | |
|----|---|---|---|---|---|---|--------------------|------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | | | | | | PH Mx Calc: | 3.00000000 | | | | | | | | | | | | | | | | |

TOTAL Shrubs & Grnd Cvr from plan: 1848

| | | | | | | | | | | | | | | | | | | | | | | | | |
|------|----|----|----|----|----|----|--------------------|-------------|-----|-----|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1148 | 48 | 88 | 88 | 48 | 20 | 88 | 60 | 58 | 115 | 100 | | | | | | | | | | | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 340 | 25 | 20 | 25 | 45 | 25 | 17 | 45 | 30 | 35 | | | | | | | | | | | | | | | |
| 178 | 1 | 28 | 2 | 48 | 15 | 2 | 4 | 10 | 23 | 10 | 6 | 5 | | | | | | | | | | | | |
| 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | | | | | | PH Mx Calc: | 81.70000000 | | | | | | | | | | | | | | | | |

SR 3 Merritt Island - Plant List

| PLANT MATERIAL | | | | | | | | |
|--|---|---|-------------------|-------------------------------|----------|-------------------|---------------------|--------------------|
| TREES & PALMS | | | | | | | | |
| QTY | BOTANICAL NAME | COMMON NAME | INSTALL D SIZE | SPECIFICATIONS | SPACING | UNIT PRICE | TOTAL | |
| 2 | <i>Wajelia bufurcula</i> | Footed Palm | FG | 9" GW; Florida #1 | As Shown | \$1,501.37 | \$2,732.58 | |
| 4 | | REMOVAL: Existing Footed Palm | | Remove curbcut | | \$185.00 | \$740.00 | |
| 4 | | REMOVAL: Existing Footed Palm Stump | | 10" RC - Remove curbcut | | \$110.00 | \$440.00 | |
| 1 | | REMOVAL: Existing Tree Moxstall | | Remove curbcut | | \$110.00 | \$110.00 | |
| | | | | | | Sub-Total: | \$3,922.58 | |
| SHRUBS & GROUNDCOVERS | | | | | | | | |
| QTY | BOTANICAL NAME | COMMON NAME | INSTALL D SIZE | SPECIFICATIONS | SPACING | UNIT PRICE | TOTAL | |
| 8 | <i> Rhipidolys indica</i> | Indian Hawthorn | 30' | 14" H x 12" Spd | 24" OC | \$27.99 | \$223.92 | |
| 4 | <i>Podocarpus neriifolia</i> 'Blau' | Podocarpus 'Blau' | 75' | 36" x 18" Spd | As Indcd | \$64.80 | \$259.20 | |
| 0 | <i> Schefflera arborescens</i> 'Trinette' | Variiegated Aborescens 'Trinette' | 30' | 18" H x 18" Spd, Compact Form | 36" OC | \$21.99 | \$0.00 | |
| | | REMOVAL: Existing Dead Shrubs & Rootballs | | | | \$1,100.00 | \$1,100.00 | |
| | | | | | | Sub-Total: | \$1,213.40 | |
| MISCELLANEOUS LANDSCAPE ITEMS | | | | | | | | |
| Required M.O.T. for these SR 3 Merritt Island Landscape Remediations | | | | | | | UNIT PRICE | TOTAL |
| CY Mulch to match existing | | | | | | | \$50.00 | \$5,500.00 |
| CY Planting Mix- 33% Clean Sharp Sand, 33% Florida Peat, 33% Well-rotted Wood Chips/Compost | | | | | | | \$74.80 | \$244.40 |
| Bracing, Guying, Staking & Fertilizing is to be included in the unit price for installed plant material. This estimate reflects current market pricing as of the date listed and is subject to change. | | | | | | | | |
| | | | | | | Sub-Total: | \$5,944.40 | |
| All material calculations are based on measurements from AutoCAD drawings and do not include shrinkage, cuts & waste, etc. Contractor is responsible for measuring & verifying quantities/substitutions for the project. | | | | | | | | |
| | | | | | | | SR-3 Total: | \$10,240.39 |
| | | | | | | | Grand Total: | \$82,858.13 |

WORKSHEET

TOTAL Trees & Palms Qty from plan: 14 (Enter sub-total of quantities)

| | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|--------------------|------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 4 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | | | | | | PH Mx Calc: | 2.30000000 | | | | | | | | | | | | | | | | |

TOTAL Shrubs & Grnd Cvr from plan: 20

| | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|--------------------|------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 8 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | | | | | | PH Mx Calc: | 9.24000000 | | | | | | | | | | | | | | | | |

**MERRITT ISLAND REDEVELOPMENT AGENCY
LANDSCAPING PROJECT B7-20-41 CONTRACT**

LANDSCAPING PROJECT – S.R. 520 AND S.R. 3 (a/k/a COURTENAY PARKWAY)

BID TABULATION SHEET AND NOTICE OF AWARD



BID TABULATION SHEET

| Bid Title: Merritt Island Redevelopment Agency Landscaping Project Bid No: B-7-20-41 | | |
|--|-------------------|---|
| POSTED BY: Stephanie Reynolds | | |
| OPENING DATE & TIME: May 22, 2020 @ 2:00 PM POSTING TIME/DATE: August 12, 2020 Through August 19, 2020 @ 5:00pm | | |
| VENDOR | VENDOR CITY/STATE | BID PRICE |
| Gulfstream Building Group | Fort Pierce, FL | Award for 520: \$64,705.74 All items on 520 Plant List Items awarded, with the exception of: <i>Dianella revoluta</i> 'Cool Vista'-\$29,416.48 <i>Juniperus conferta</i> 'Pacific Blue'-\$5,277.36 All items on SR 3 to be awarded: \$18,253.39 Total Award for 520 and SR 3: \$82,959.13. |
| Green Construction Technologies, Inc. | Wilton Manors, FL | Total, None Awarded for 520: \$96,133.00 Total of all items on 520 Plant List Items, None Awarded, with the exception of: <i>Dianella revoluta</i> 'Cool Vista'-\$20,500.00 <i>Juniperus conferta</i> 'Pacific Blue' \$6,240.00 Total of all items on SR 3, None Awarded: \$20,697.00 Total for 520 and SR 3, None Awarded: \$116,830.00 |

Bid tabulations with award recommendations are posted to VendorLink at www.mvvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval Initials

41