

**EXPLANATION OF CONSENT AGENDA ITEM E.2.c.(11) December 16, 2015**

**ITEM:**

Consideration of approving an increase to purchase order P16693 for Atkins North America Inc. to perform comprehensive topographic survey for the 270-acre SR-524 Logistics Center project in the amount not to exceed \$ \$110,300. (Crowe/Shepard)

**EXPLANATION:**

Site design and permitting is currently underway at the SR-524 Inland Logistics Center site at SR-524 in Cocoa. In order, to proceed forward with detailed design, an updated topographic survey is required to establish grades and elevations across the site in addition to locating adjacent stormwater pipes, swales and/or ditches.

This information will be used by the engineer of record, ATKINS, to complete the site design and stormwater model for the site. This detailed design information will then be forwarded to the applicable regulatory agencies to support the permitting effort.

**Funding Review by Finance (Pat Poston):**

The total NTE amount of \$110,300 is included in the FY16 Capital Budget and no increase is required. [Budget item 2268 - SR524 ILC]

**Staff Recommends Approval**

**Prepared by: Bill Crowe, P.E.**





Attachment A

April 1, 2015

Atkins North America, Inc.  
Jeffrey A. Lucas, P.E., Senior Engineer/Project Manager  
7175 Murrell Road  
Melbourne, FL 32940  
(Via email [Jeffrey.lucas@atkinsglobal.com](mailto:Jeffrey.lucas@atkinsglobal.com) )

**RE: SR 524/I-95 BOUNDARY RECERTIFICATION  
BUSSEN-MAYER PROJECT NUMBER: 302117**

Dear Mr. Lucas:

Pursuant to your request, Bussen-Mayer Engineering Group, Inc (BMEG) is pleased to present this proposal for professional surveying services relating to the above referenced project. We understand that we would serve as a surveying sub-consultant to Atkins on this project. The initial surveying service involves recertification of a boundary survey previously completed by BMEG (ref: 302102C). Subject parcel is located within Sections 23 and 26, Township 24 South, Range 35 East. The Legal Description of the parcel to be certified is attached as Exhibit "A". Subject parcel contains approximately 268 acres.

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

**A. SURVEYING SERVICES (INITIAL PHASE)**

1. Overall boundary Recertification

- a. Completion of field surveying services to verify and flag previous monumentation established for the parcel boundaries, and/or reset property corners that are missing. All corners will be marked as found or reset on the survey.
- b. Field survey services to confirm any property boundary encroachments onto or off of the subject parcel.
- c. Revision and updating of the previously prepared overall parcel boundary survey, to reflect any updates per field surveying information, updates to Client name, and other miscellaneous updates to the drawing.

2. SR 524 Initial Phase Right-of-Way Surveys

We will complete field surveying services in order to provide topographic surveys and the right-of-way limits for the two portions of SR524 highlighted in blue on the Exhibit provided by client. (ref. Stockpiling and grading plan overlay provided by email March 20, 2015). The topographic survey will include location of all above ground improvements, including the paving and striping within the right-of-way limits, together with topographic cross sections and 100 foot intervals, location of signage, and location of visible drainage and utility improvements within the right-of-way. Elevations will be based on NAVD 1988 with a conversion to NGVD 1929. Separate surveys would be issued for each area. Each survey will include approximately 800 feet of SR524 frontage (location to be scaled from Exhibit provided by Client).

3. Initial Phase Topo and Tree Survey

We will complete a topographic survey for the initial 55 acre phase of the project, as identified by the pink area shown on the Exhibit provided by Client and referenced above. The topographic survey will include spot elevations at 100 foot intervals, together with location of any existing drainage system improvements and/or above ground improvements within the parcel limits (including power poles). Exact parcel limits to be determined by surveyor, in cooperation with Client. The topographic survey will also include location of sequentially numbered wetlands flagging as provided by Client, together with location of trees meeting the requirements of the City of Cocoa Codes and Regulations for tree surveys.

**B. SURVEYING SERVICES (PHASE 1)**

1. Underground Utility Locations/Road Topos- We will call for locates through the Sunshine One process and locate any available utilities flagging information provided by the Utility companies for SR 524 and Cox Road, adjacent to the project site. Cox Road Utility locates will be limited to those locations where the property touches Cox Road right-of-way. SR 524 utility locates will be from Cox Road to Friday Road. We will also complete the remainder of SR 524 and Cox Road topographic survey work, and reflect the right-of-way limits and topo data on an overall survey for each roadway.
2. Phase 1 topo - We will complete a topographic survey for the second topo phase of the project, (127 ac) as identified by the purple area shown on the Exhibit provided by Client and referenced above. The topographic survey will include spot elevations at 100 foot intervals, together with location of any existing drainage system improvements and/or above ground improvements within the parcel limits (including power poles). Exact parcel limits to be determined by surveyor, in cooperation with Client. The topographic survey will also include location of sequentially numbered wetlands flagging as provided by Client, together with location of trees meeting the requirements of the City of Cocoa Codes and Regulations for tree surveys.
3. Optional offsite drainage – We will obtain and provide a copy of the recent as-built for Cox Rd. as prepared by others for Brevard County, as a part of the Cox Rd. drainage improvements project.

4. Survey of SR 524/I-95 interchange (optional) - We will complete a boundary and topographic survey of the SR 524/I-95 interchange, from right-of-way line of I-95 and SR 524, and to the ends of all turn lanes in each direction.
5. Platting - We will provide a preliminary plat and a final plat for the overall parcel, meeting City of Cocoa requirements, and including up to 10 tracts or lots. The final plat will include setting of all tract or lot corners as required by Florida Statutes. All plat approval submittals, processing thru the City and Public meetings required for approval to be provided by Client.
6. Sketch and Descriptions - We will provided up to four (4) sketch and descriptions for easement or land acquisition purposes, at locations to be identified by Client.

**C. SURVEYING SERVICES (PHASE 2)**

1. Phase 2 Topo - We will complete a topographic survey for the third topo phase of the project (103 ac), as identified by the orange area shown on the Exhibit provided by Client and referenced above. The topographic survey will include spot elevations at 100 foot intervals, together with location of any existing drainage system improvements and/or above ground improvements within the parcel limits (including power poles). Exact parcel limits to be determined by surveyor, in cooperation with Client. The topographic survey will also include location of sequentially numbered wetlands flagging as provided by Client, together with location of trees meeting the requirements of the City of Cocoa Codes and Regulations for tree surveys.

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

1. Review and assessment of updated title work is not included.
2. Location of underground utilities or storage tanks (if any) is not included.
3. ALTA surveys are not included.
4. Surveying services will meet Florida Minimal Technical Standards as set forth in Chapter 61G17-6 F.A.C. pursuant to Section 472.027 F.S.
5. Engineering or Permitting/Approval Services are not included.
6. Tree locations do not include location of palm trees. Note that City of Cocoa code relating to tree location was not obtainable at the time of proposal preparation. All tree surveys will include only pines and hardwood trees with 6" dbh that appear to be alive at the time of survey.

**Our proposed lump sum for providing the above described services will be;**

**A. Initial Phase**

1. Boundary Recertification	\$ 7,240.00
2. Initial SR 524 Topo (only) Surveys (2)	\$ 3,600.00
3. SR 524 Tree Surveys (2)	\$ 2,800.00
4. Initial Phase Topo Survey (55 Acre)	\$22,500.00
5. Initial Phase Tree Survey (55 Acre)	\$12,800.00
6. Locate Sequentially Numbered Wetland Flags	\$ 5,000.00

**B. Phase 1**

1. Road Topo/Utility Locates	\$11,800.00
2. Phase 1 Topo (127 Acre)	\$45,800.00
3. Phase 1 Tree Survey (127 Acre)	\$33,000.00
4. Locate Sequentially numbered Wetland Flags	\$12,700.00
5. Cox Rd off-site Topo – no charge	
6. Interchange Survey	\$18,400.00
7. Platting	\$ 8,000.00
8. Sketch and Descriptions	\$ 600.00 (each)

**C. Phase 2**

1. Phase 2 Topo (103 ac)	\$42,000.00
2. Phase 2 Tree Locate	\$23,000.00
3. Locate Sequentially Numbered Wetland Flags	\$10,300.00

Total Topographic Survey (\$110,300)



**Invoicing for this project will be in accordance with the following schedule:**

1. Retainer to Proceed – Not Required
2. Remaining fees invoiced monthly, as per the following:

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

**REIMBURSABLE COSTS** include out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of 15% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, job related mileage at forty-five cents (\$.45) per mile, long distance telephone calls, AutoCAD drawing emails, priority or express mail, printing, deliveries and reproduction costs.

Six (6) certified sets of all final surveys are included, together with a CD containing the surveys in pdf. and AutoCAD format. Additional prints will be charged at \$1.50 each.

The Client, as Owner or authorized agent for the Owner, hereby agrees that payment, as provided herein, will be made for said work within thirty (30) days from the date the invoice for same is mailed to the Client at the address set forth herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, whether legal action is brought or not.

The Client hereby acknowledges that any revisions, deletions or additions to the scope of this project as described herein will be invoiced according to our standard hourly rates in effect at the time the work is completed. A copy of our standard hourly rates is available upon request. No work outside the limits of this proposal will be commenced without prior Client consent.

The Client also hereby acknowledges that unpaid invoices shall accrue interest at twelve percent (12%) per annum after they have been outstanding for over thirty (30) days. Upon cancellation, abandonment or suspension of the project by the Client prior to the completion of services to be performed, **BUSSEN-MAYER ENGINEERING GROUP, INC.** shall be paid for all work accomplished to that date with the provisions of completion contained herein.

Should you have any questions or comments regarding this proposal, please advise. This proposal is valid for a period of sixty (60) days from the date herein and is subject to change thereafter. If you wish to proceed with the above described services, please return an executed copy of this proposal to our office.

We would like to thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,

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



Joseph W. Mayer, P.E.  
President

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Authorized By:

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

Print: \_\_\_\_\_