

**INTERLOCAL AGREEMENT
SOUTH SEWALL'S POINT DRAINAGE, RESURFACING,
AND WATER MAIN REPLACEMENT PROJECT**

This INTERLOCAL AGREEMENT (Agreement), dated May 19, 2020, is made by and between MARTIN COUNTY, Florida, a political subdivision of the State of Florida, 2401 S.E. Monterey Road, Stuart, FL 34996 (the COUNTY) and the TOWN OF SEWALL'S POINT, a municipal corporation of the State of Florida, 1 S. Sewall's Point Road, Sewall's Point, Florida 34996 (the TOWN).

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat., known as the Florida Interlocal Cooperation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, the TOWN has budgeted for the design, permitting, and construction, including installation of drainage and resurfacing of roadways within its southern boundaries, defined as South of A1A ("South Sewall's Point") (TOWN Project); and

WHEREAS, the COUNTY has budgeted for the design, permitting, and construction, including installation for replacement of its mains within and extending from the TOWN Project boundaries (COUNTY Project); and

WHEREAS, the Parties recognize that it would be most efficient to combine the TOWN Project and the COUNTY Project into a single construction project (PROJECT); and

WHEREAS, in accordance with all applicable Federal, State and County requirements, the TOWN has obtained bids, utilizing a unit price and quantity bid document and Contract for the goods and services required for the construction of the PROJECT, and will select and contract for Construction Engineering and Inspection (CEI) for the TOWN's portion of the PROJECT; and

WHEREAS, the TOWN has retained the services of CAPTEC Engineering, Inc. (Design Engineer) for the design of the TOWN's portion of the PROJECT.

NOW THEREFORE, in consideration of the mutual benefits, the parties do hereby agree as follows:

1. The TOWN agrees that the PROJECT shall be implemented in accordance with the plans developed by the Design Engineer, reviewed by the Parties in accordance with the COUNTY's Minimum Design and Construction Standards, and made a part hereof as Exhibit "A" to this Agreement.
2. The TOWN advertised bids, utilizing a unit price and quantity bid document, for the goods and services required for the construction of the PROJECT and will award a CONTRACT to JW

Cheatham, the lowest responsible, responsive bidder in accordance with all applicable Federal, State and County procurement laws and regulations.

3. The TOWN has selected CAPTEC Engineering, Inc. for design services under the TOWN's Continuing Services Contract which was procured in 1998 through a competitive selection process.

4. The TOWN acknowledges and agrees that it will be solely liable for all costs associated with the TOWN Project portion of the PROJECT and the COUNTY acknowledges and agrees that it will be solely liable for all costs associated with the COUNTY Project portion of the PROJECT.

5. The parties acknowledge that the COUNTY has already paid the Design Engineer for the COUNTY Project portion of the design, permitting, and has contracted for the Construction Engineering and Inspection (CEI) services. The remaining COUNTY Project costs are estimated at five hundred sixty-two thousand five hundred dollars (\$562,500.00), including contingency.

6. Following execution of the CONTRACT and commencement of the PROJECT, the COUNTY acknowledges and agrees that it will promptly reimburse the TOWN for all costs associated with the construction and construction oversight of the COUNTY's portion of the Project in accordance with the following procedures:

- A. The TOWN shall promptly review any and all Contractor's invoices submitted in connection with the PROJECT and either approve or disapprove same. If the invoices are approved, the TOWN shall promptly send such approved invoices to the COUNTY's project manager designated in this Agreement. The COUNTY shall promptly remit to the TOWN funds in an amount equal to the COUNTY Project costs shown on the invoice. Upon approval of the invoices by both parties, the TOWN will issue payment to the Contractor. All payments will be made in accordance with the Local Government Prompt Payment Act.
- B. If the COUNTY does not agree with the TOWN's invoice approval, the COUNTY agrees to notify the TOWN in writing of its disagreement with such invoice. The parties agree to comply with the dispute resolution procedure outlined in this Agreement. Pending completion of the dispute resolution, the COUNTY agrees to submit funds for such disputed invoice to the TOWN in accordance with Paragraph 5.A. above. Upon resolution of the invoice dispute, the COUNTY shall be reimbursed for any funds paid to the TOWN in excess of the final decision in such dispute.
- C. Any construction change orders requested by the COUNTY to the COUNTY Project shall be made in writing to the TOWN and shall include the COUNTY's written agreement to pay all costs associated with such change order. The COUNTY agrees to be responsible for the cost of any such change order. The parties agree that all change orders shall be submitted by the TOWN to the Contractor. The parties agree that all change orders requested by Contractor, shall be submitted to the TOWN by the Contractor. The TOWN and the COUNTY shall promptly review such change order request and if approved, the TOWN shall issue such change order to the Contractor.

The parties agree that each will pay all costs associated with any change order related to its Project portion of the PROJECT.

7. The TOWN agrees to construct the PROJECT in accordance with design and regulatory approvals for the PROJECT. The TOWN will manage the construction contract and will be responsible for ensuring that the construction of the PROJECT meets all requirements and is completed on schedule in accordance with the contract and construction documents. The TOWN agrees to perform periodic inspections of the PROJECT and verify that the PROJECT is being constructed in conformance with the construction plans and technical specifications.

8. The COUNTY will also visit the PROJECT site at least once a week during construction of the COUNTY's Project and will promptly notify the TOWN of any work that is not in conformance with the contract and construction documents.

9. Upon completion of the PROJECT, the COUNTY shall determine whether the PROJECT was constructed in accordance with the design and regulatory approval requirements and provide its determination to the TOWN in writing and if approved, such approval shall constitute acceptance by the COUNTY of the PROJECT. If the COUNTY identifies any deficiencies with the construction, the COUNTY shall notify the TOWN and the TOWN shall require the Contractor to remedy the deficiency.

10. Upon acceptance by the COUNTY, the TOWN will transfer ownership of the COUNTY Project facilities to the COUNTY by Bill of Sale acceptable to the COUNTY; and shall transfer all Contractor and Vendor warranties related to the COUNTY Project and grant to the COUNTY a perpetual permit to use the road rights of way within the PROJECT area for construction, operation, maintenance, replacement, and expansion of the COUNTY Project. Upon transfer of ownership of the COUNTY Project to the COUNTY, the COUNTY shall be solely responsible for operation, maintenance, replacement, and repair of the COUNTY Project and that the TOWN shall have no responsibility for maintenance, replacement, and repair of the COUNTY's portion of the Project.

11. Disputes under this Agreement may be resolved by the COUNTY's Authorized Representatives and the TOWN's Authorized Representatives. If such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, the parties may select a mediator certified by the Supreme Court of Florida and practicing in Indian River, St. Lucie, Martin or Palm Beach County and is mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

12. The COUNTY and the TOWN agree to hold project meetings on a weekly basis with the Contractor. Each party agrees to be responsible for their respective costs to attend required meetings.

13. This Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety-days (90) prior to the proposed effective date of the amendment.

14. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County.

15. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representatives or agreements, whether oral or written.

16. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

17. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY

County Administrator
Martin County Board of County Commissioners
2401 Monterey Road
Stuart, FL 34996

Required Copy to:

County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

TOWN:

Michelle Berger, Town Manager
Town of Sewall's Point
1 South Sewall's Point Road
Sewall's Point, FL 34996

Required Copy to:

Town Counsel
Glen J. Torcivia, Esquire
Torcivia, Donlon, Goddeau & Ansay, P.A.
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

Notice given in accordance with the provision of this Paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

18. The Project Manager for the TOWN is Joseph W. Capra, P.E., CAPTEC Engineering, Inc., 301 NW Flagler Ave #201, Stuart, FL 34994, telephone number (772) 692-4344. The Project Manager for the COUNTY is Jeremy Covey, P.E., Utilities & Solid Waste Department, 3473 SE Willoughby Blvd, Suite 102, Stuart, FL 34994, telephone number (772) 221-2353.

19. Unless otherwise terminated as provided herein, this Agreement shall terminate on the date the PROJECT facilities are transferred by the TOWN to the COUNTY as provided in this Agreement, provided any pending disputes between the parties related to this Agreement shall survive termination until fully resolved.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon and benefit the successors of the parties hereto.

21. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

22. This Agreement may not be assigned, in whole or in part, by any party at any time.

23. The failure of either party to insist upon the other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

24. Neither the COUNTY nor the TOWN, nor any agent, officer, official or employee of the COUNTY or the TOWN shall be liable for any action taken pursuant to this Agreement in good faith or for any omission, except gross negligence, or for any act or omission or commission by the other party hereto and its agents, officers, officials or employees. Nothing contained in this provision or elsewhere in the Interlocal shall be construed or interpreted as consent by the COUNTY or the TOWN to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. This Interlocal shall create no rights or claims whatsoever in any person other than a party herein. The terms of this Paragraph 24 shall survive termination or expiration of this Agreement.

the other party hereto and its agents, officers, officials or employees. Nothing contained in this provision or elsewhere in the Interlocal shall be construed or interpreted as consent by the COUNTY or the TOWN to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. This Interlocal shall create no rights or claims whatsoever in any person other than a party herein. The terms of this Paragraph 24 shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

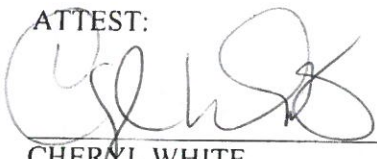
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

HAROLD JENKINS, II
CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

SARAH W. WOODS
COUNTY ATTORNEY

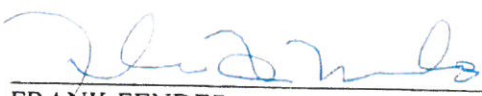
ATTEST:



CHERYL WHITE
TOWN CLERK

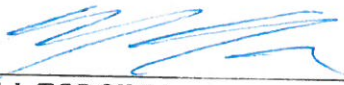


TOWN OF SEWALL'S POINT, FLORIDA



FRANK FENDER
MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



GLEN J. TORCIVIA
TOWN ATTORNEY

EXHIBIT A

APPROVED CONSTRUCTION PLANS



LOCATION MAP

NOTES:
 THESE PLANS ARE IN ENGLISH UNITS
 ALL ELEVATIONS HEREIN REFERENCE N.A.S.D.
 1988 DATUM. ADD 1.48 FEET TO CONVERT TO
 N.G.S.D. 1929 DATUM. ALL CONSTRUCTION IS TO
 BE IN ACCORDANCE WITH FLORIDA DEPARTMENT
 OF TRANSPORTATION STANDARDS AND
 SPECIFICATIONS.

ENGINEER

MR. JOSEPH W. CAPRA, P.E.
 CAPTEC ENGINEERING, INC.
 391 N.W. FLAGLER AVENUE
 STUART, FLORIDA 34984
 PHONE: (772) 692-4344
 FAX: (772) 692-4341
 P.E. NO. 37638

TOWN OF SEWALL'S POINT

FRANK FENDER
 VINNY EARLE
 JAMES CAMPO
 DAVE KURZMAN
 KAJA WAYFIELD

MAYOR
 VICE MAYOR
 COMMISSIONER
 COMMISSIONER
 COMMISSIONER



Civil Engineering Professionals

Engineering Business
 No. EB-0007657

301 N.W. Flagler Avenue
 Stuart, Florida 34984
 Phone: (772) 692-4344
 Fax: (772) 692-4341

**ROADWAY AND DRAINAGE PLAN
 S. SEWALL'S POINT RD.
 IMPROVEMENTS - PHASE 1
 STORMWATER RETROFIT**

**LYING IN
 SECTION 1, TOWNSHIP 38 S. , RANGE 41 E.
 TOWN OF SEWALL'S POINT, FLORIDA**

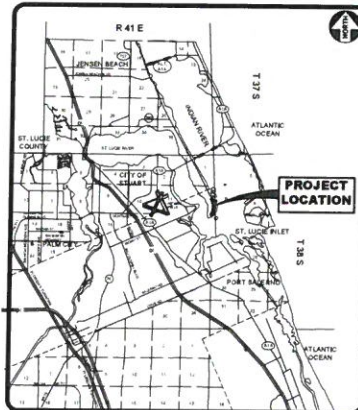


TOWN OF SEWALL'S POINT

NOTE: THESE PLANS ARE IN ENGLISH UNITS.
 THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE
 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 DESIGN STANDARDS DATED 2015.
 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE
 CONSTRUCTION DATED MAY 2015.
 THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN
 CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS
 (GREENBOOK), DATED 2015.
 THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON
 UNIFORM TRAFFIC CONTROL DEVICES, 2003 EDITION, (MUTCD 2003)

SHEET INDEX

SHEET NUMBER	SHEET TITLE / DESCRIPTION
1	COVER
2	OVERALL DRAINAGE AND UTILITY PLAN
3	PROJECT LAYOUT
4	EROSION CONTROL
5-6	TYPICAL SECTIONS
7-12	PLAN AND PROFILE
13-15	CROSS SECTIONS
16	YARD DRAINAGE SYSTEM OUTFALL
16A	OUTFALL WITH BACKUP PUMP SYSTEM
17	STORM WATER TREATMENT AREA
18	PAVEMENT MARKING AND SIGNAGE
19	DETAILS
20	SOIL BORINGS
21-22	UTILITY ADJUSTMENT
23	UTILITY ADJUSTMENT - MANDALAY
24	GENERAL NOTES
25-26	UTILITY DETAILS
1-2	TREATMENT AREA PLANTING PLAN



Vicinity Map



Site Map

ADDENDUM NO. 1, 1-24-20
 ADDENDUM NO. 2, 2-07-20
 ADDENDUM NO. 3, 2-18-20
 ADDENDUM NO. 4, 2-27-20 SHEET 16A

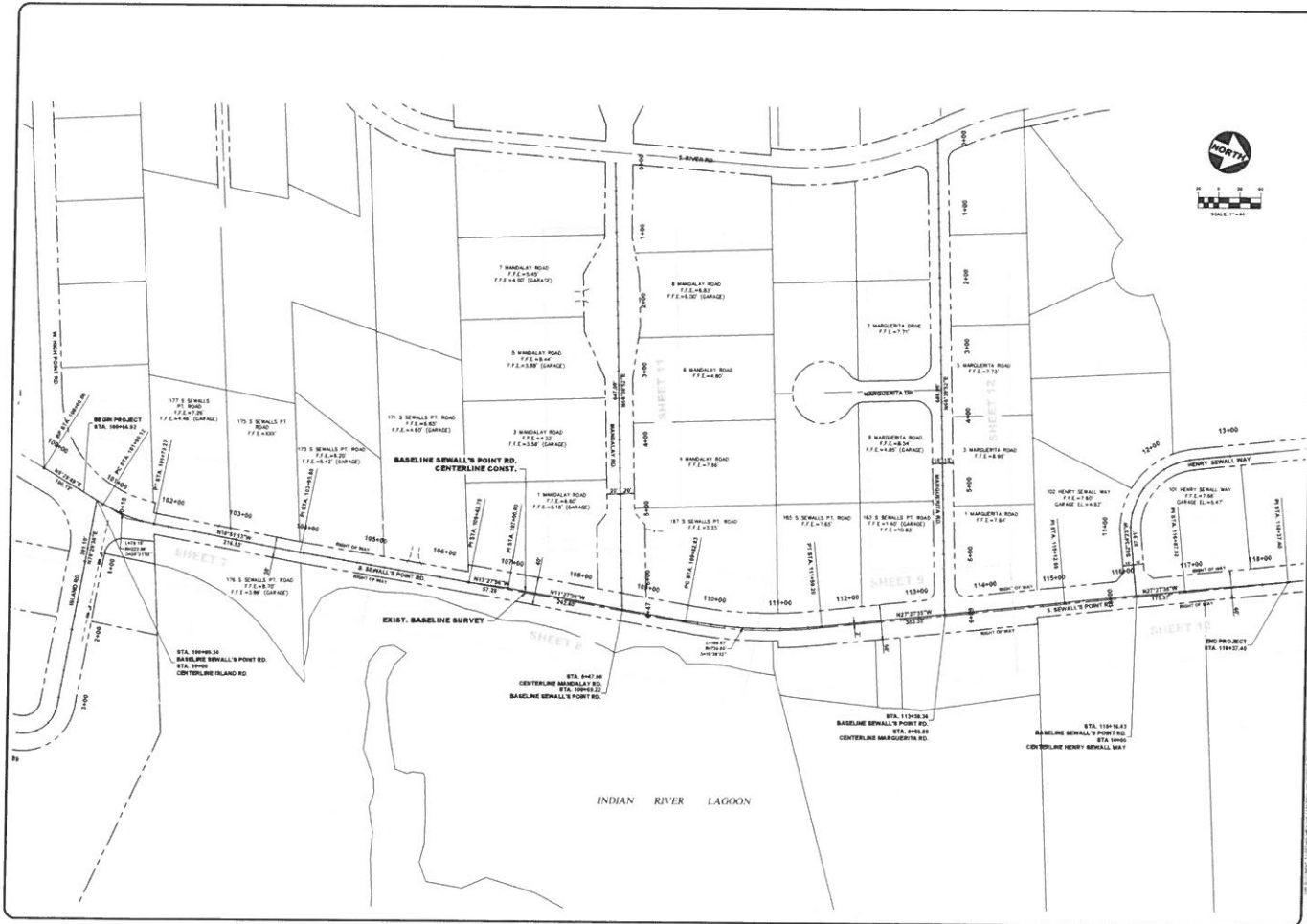
BID SET
 12-31-19


S. SEWALL'S POINT ROAD IMPROVEMENTS PHASE 1 PROJECT NO. 023.127

S. SEWALL'S POINT ROAD IMPROVEMENTS PHASE 1 PROJECT NO. 023.127

A1-6

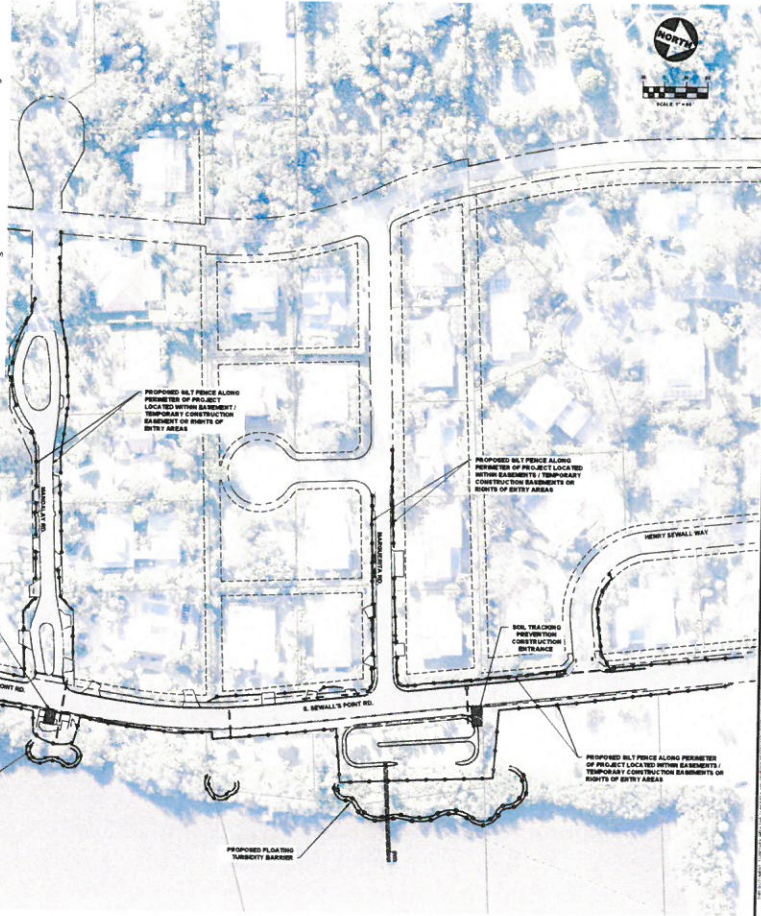
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Chief Engineering Professionals

SCALE VERIFICATION 1" = 40' HORIZONTAL 1" = 20' VERTICAL 1" = 10' CURVE RADIUS 1" = 10' CURVE LENGTH 1" = 10' CURVE AREA 1" = 10' CURVE VOLUME 1" = 10' CURVE WEIGHT 1" = 10' CURVE LENGTH 1" = 10' CURVE AREA 1" = 10' CURVE VOLUME 1" = 10' CURVE WEIGHT	
S. SEWALL'S POINT RD. IMPROVEMENTS - PHASE 1 TOWN OF SEWALL'S POINT - FLORIDA PROJECT LAYOUT	
Joseph H. Carr 301 N.W. 11th Ave. Miami, Florida 33136 P.O. Box 37178	
Project Data JOB NO. 023-127 SHEET 3 OF 26	

[illegible]



DATE: 12/11/12
DRAWN BY: JMB
CHECKED BY: JMB
IN CHARGE: JMB
PROJECT: S. SEWALL'S POINT RD. IMPROVEMENTS - PHASE 1

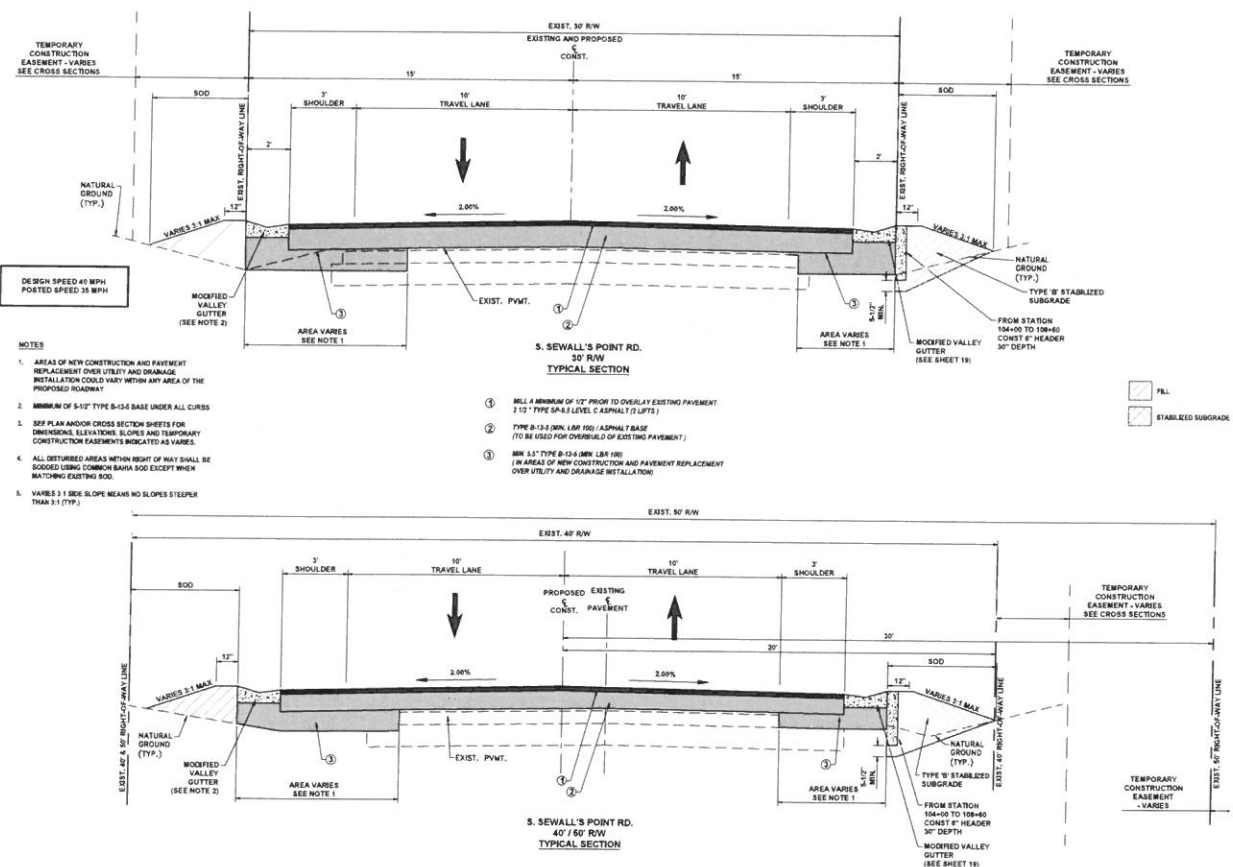
NO.	DATE	REVISION
1	12/11/12	ISSUED

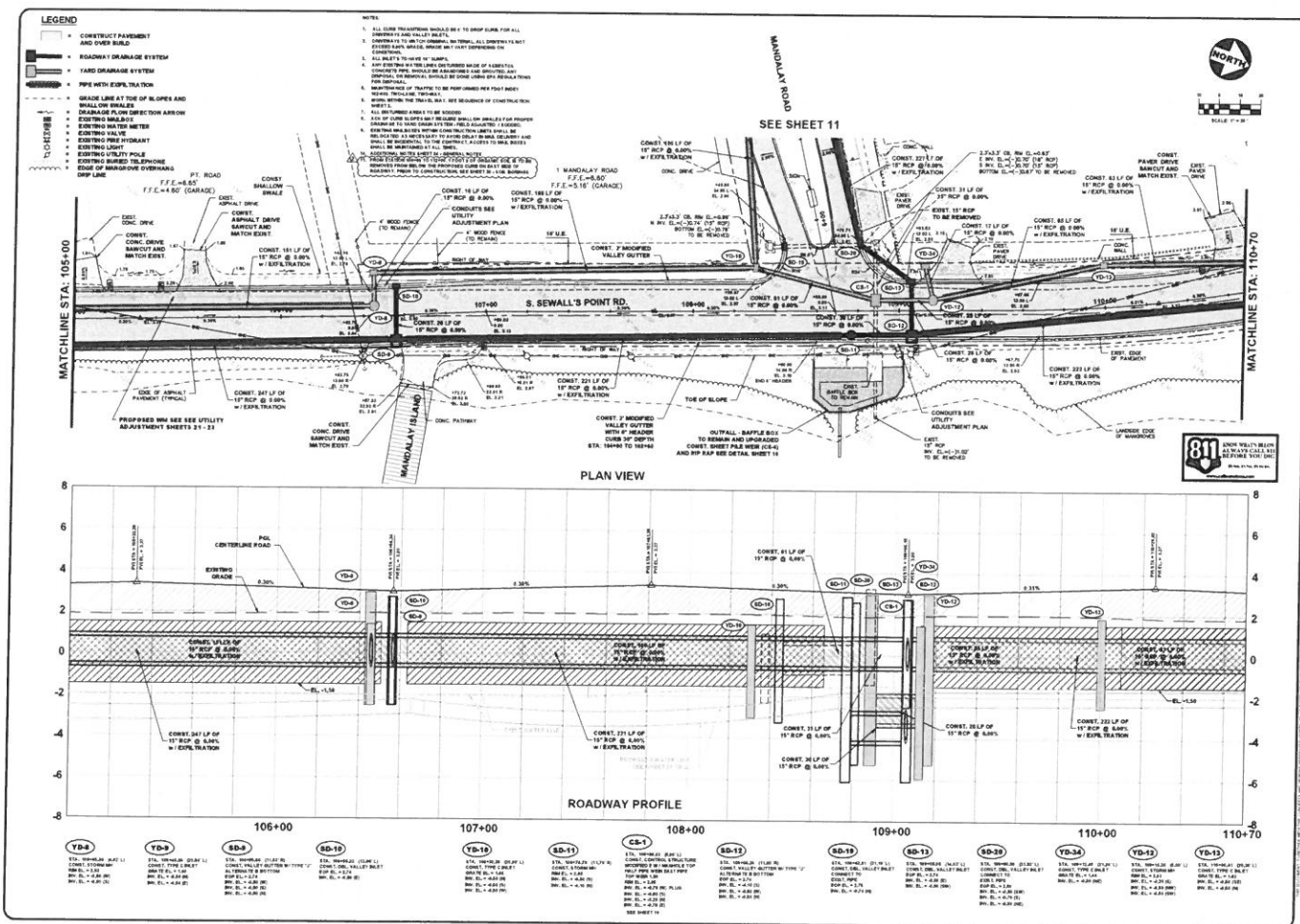
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S. SEWALL'S POINT RD. IMPROVEMENTS - PHASE 1
TOWN OF SEWALL'S POINT - FLORIDA
TYPICAL SECTIONS

Prepared by: JMB
241 N. Palm Beach Blvd.
Boca Raton, Florida 33433
P.O. Box 33100

Job No. 023-127
Sheet 5 of 26





• 341 N.W. 46th Ave.,
Suite 100, Miami, FL 33149
Phone (772) 961-5456
Fax (772) 961-5461

CAPTEC
Engineering, Inc.
Civil Engineering Professionals

Engineers & Surveyors
No. 17, State of Florida
No. 17, State of Florida

DATE	2/22/2018
DATA FILE BY	MDQ
VARIABLE BY	18.7
RECALC BY	PREC
COMPUT NO.	003.127
NO. CALS	1" = 80'
NO. VALS	1" = 2'
NO. PGS	

[illegible]

**S. SEWALL'S POINT RD.
IMPROVEMENTS - PHASE 1
TOWN OF SEWALL'S POINT - FLORIDA**

PLAN & PROFILE

**SCALE
VERIFICATION**

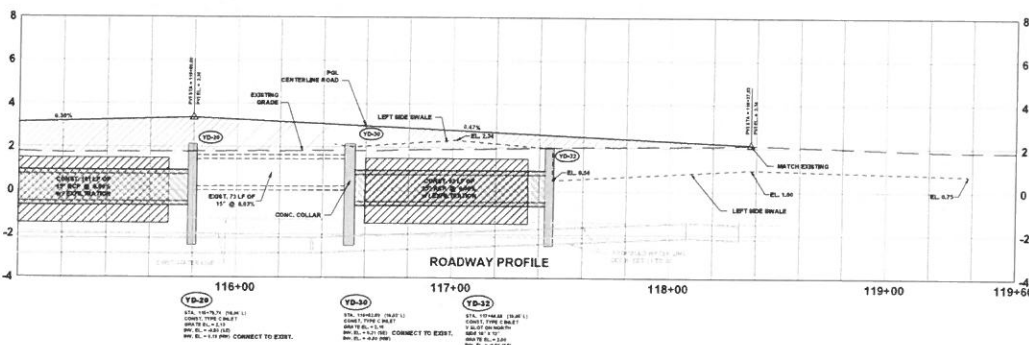
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1" = 10' VERTICAL

**SOLID LINE IS SIGNAL
TO ONE FOOT ON
GROUND. DASHED LINE
ADVANTAGE ALL SCALES
ARE APPROXIMATELY
ACCURATE.**

Joseph W. Caprio
201 N.W. Plagler Ave.
Stuart, Florida 34994
P.E. No. 37670

Printed Date

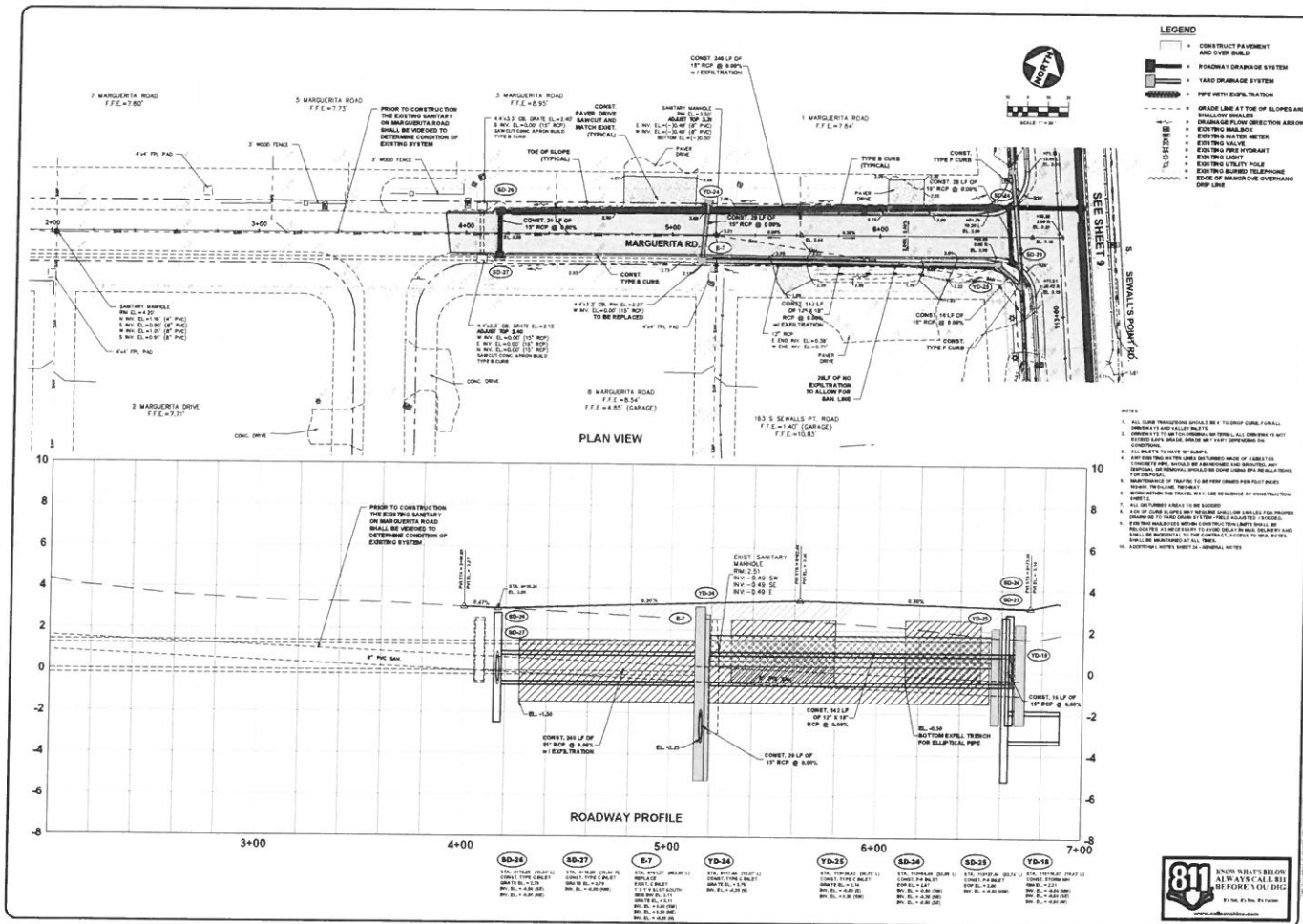
JOB No.: 023-127
SHEET
8 OF 26



Joseph W. Capra
301 N.W. Plougher Ave.
Stuart, Florida 34994
P.E. No. 27670

Printed Date

JOB No. **023-127**
SHEET
10 — 26



- LEGEND**
- CONSTRUCT PAVEMENT AND TYPED BUILD
 - ROADWAY DRAINAGE SYSTEM
 - YARD DRAINAGE SYSTEM
 - PIPE WITH EXPLANATION
 - GRADE LINE AT TOP OF SLOPES AND DRAINAGE FLOW DIRECTION ARROW
 - EXISTING MANHOLE
 - EXISTING WATER METER
 - EXISTING LIGHT
 - EXISTING UTILITY POLE
 - EXISTING BURIED TELEPHONE
 - EDGE OF ROAD OR OVERHEAD DRAIN LINE

- NOTES**
- ALL CURVE TRANSECTIONS SHALL BE TO TOP OF CURVE FOR ALL INTERSECTIONS AND ALL OTHERS.
 - CONVERT ALL CURVE DATA TO TOP OF CURVE FOR ALL INTERSECTIONS AND ALL OTHERS.
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811

KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

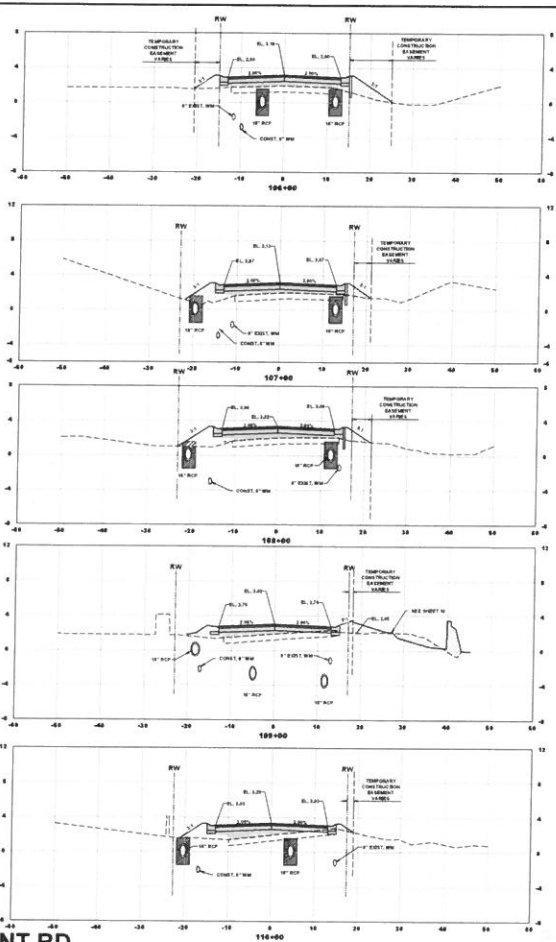
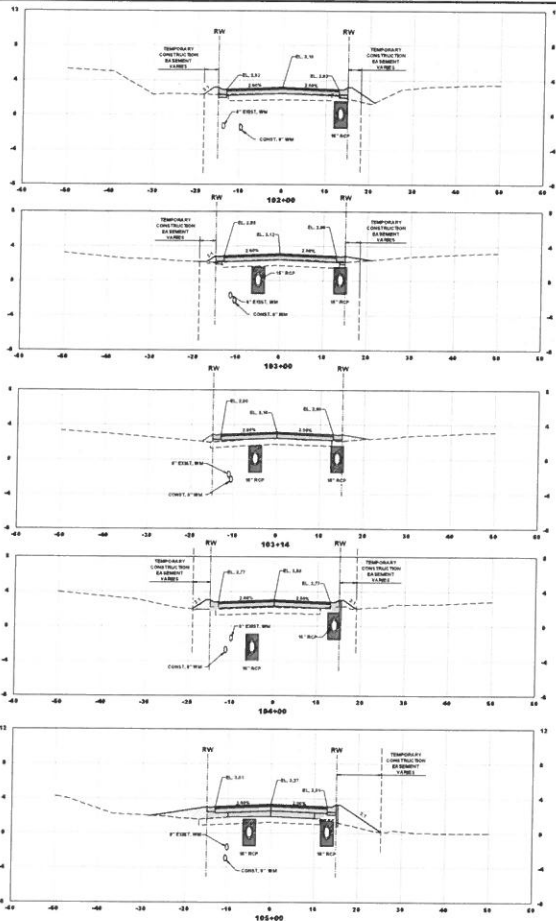
VERIFICATION

SCALE

S. SEWALL'S POINT RD. IMPROVEMENTS - PHASE 1
TOWN OF SEWALL'S POINT - FLORIDA
PLAN & PROFILE
MARGUERITA


JOHN W. CAPRI
P.E. No. 27428

JOB NO. 025-127
SHEET 12 OF 26



S. SEWALL'S POINT RD.

LEGEND
+ BLACK BASE



CARTEC
Civil Engineering Professionals

DATE: 03/03/2010	
DESIGNED BY: JSC	CHECKED BY: JSC
DRAWN BY: JSC	APPROVED BY: JSC
PROJECT NO.: 023-127	
SHEET NO.: 13 OF 26	

SCALE
1" = 20'

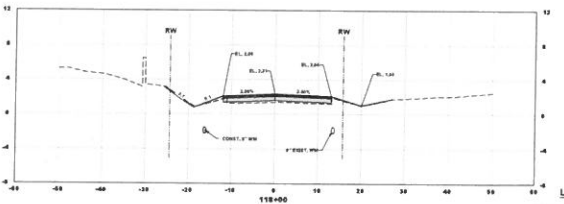
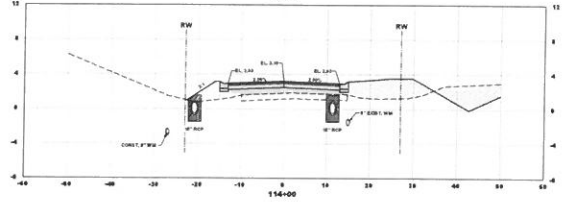
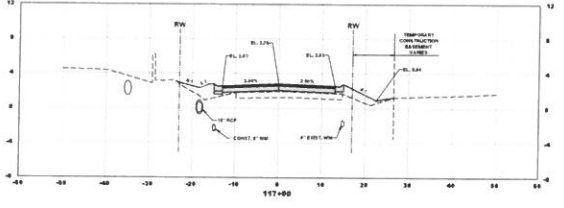
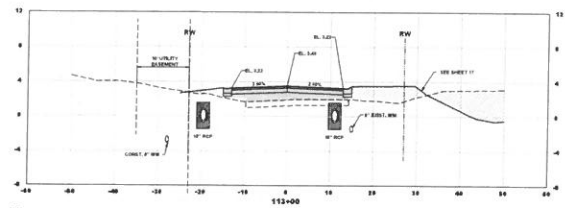
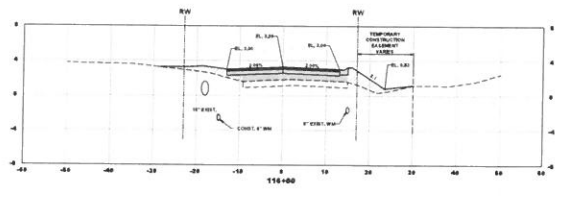
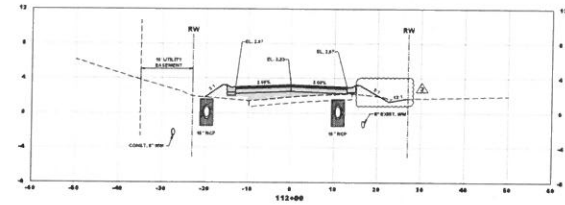
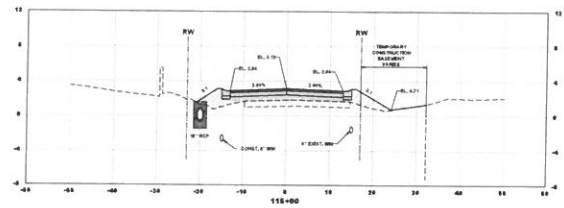
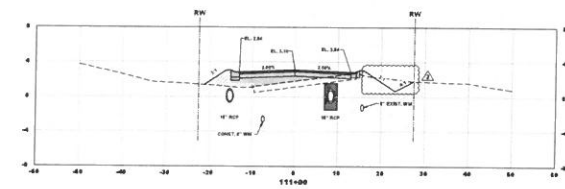
VERIFICATION
JSC

S. SEWALL'S POINT RD. IMPROVEMENTS - PHASE 1
TOWN OF SEWALL'S POINT - FLORIDA

CROSS SECTIONS

Joseph M. Capra
201 N.W. 11th Ave., 3rd Floor
Fort Lauderdale, FL 33304
P.E. No. 77429

S. SEWALL'S POINT RD.



LEGEND

- P.L.L.
- BLACK BAR



DATE: 03/12/17
 DRAWN BY: JMC
 CHECKED BY: JMC
 PROJECT NO.: 023-127
 SHEET NO.: 14 OF 26

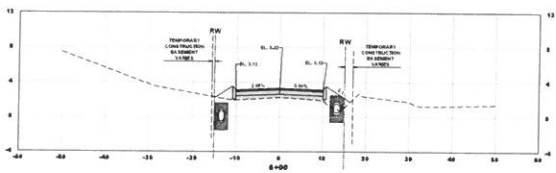
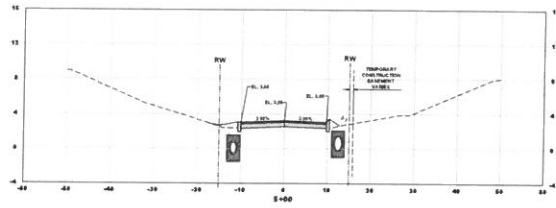
SCALE: 1" = 10'-0"
 VERTICAL: 1" = 10'-0"
 HORIZONTAL: 1" = 10'-0"

**S. SEWALL'S POINT RD.
 IMPROVEMENTS - PHASE 1
 TOWN OF SEWALL'S POINT - FLORIDA**
 CROSS SECTIONS

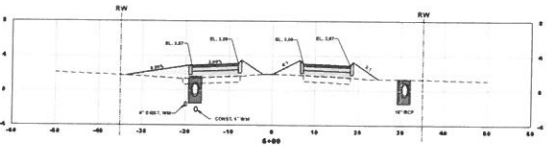
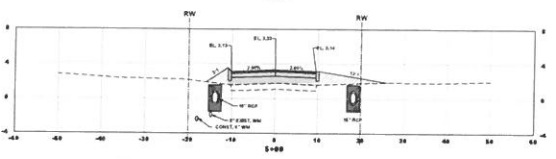
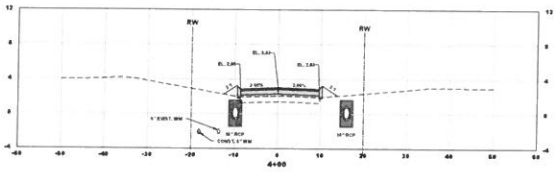
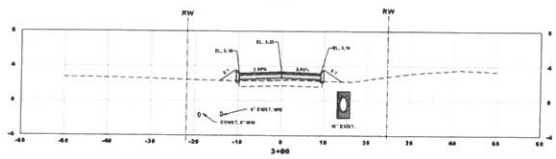
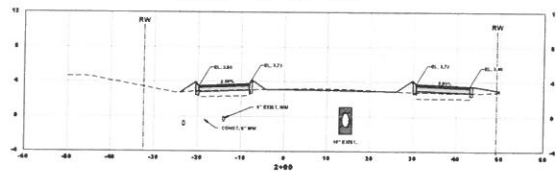
Joseph M. Capra
 301 S.W. 11th Street, Suite 100
 Ft. Lauderdale, FL 33301
 P.E. No. 12121

Project Date: 03/12/17
 JOB NO.: 023-127
 SHEET: 14 OF 26

MARGUERITA RD.



MANDALAY RD.



LEGEND

- PILL
- BLACK BASE



DATE	BY	CHKD	APP'D
10/15/10	JL	JL	JL

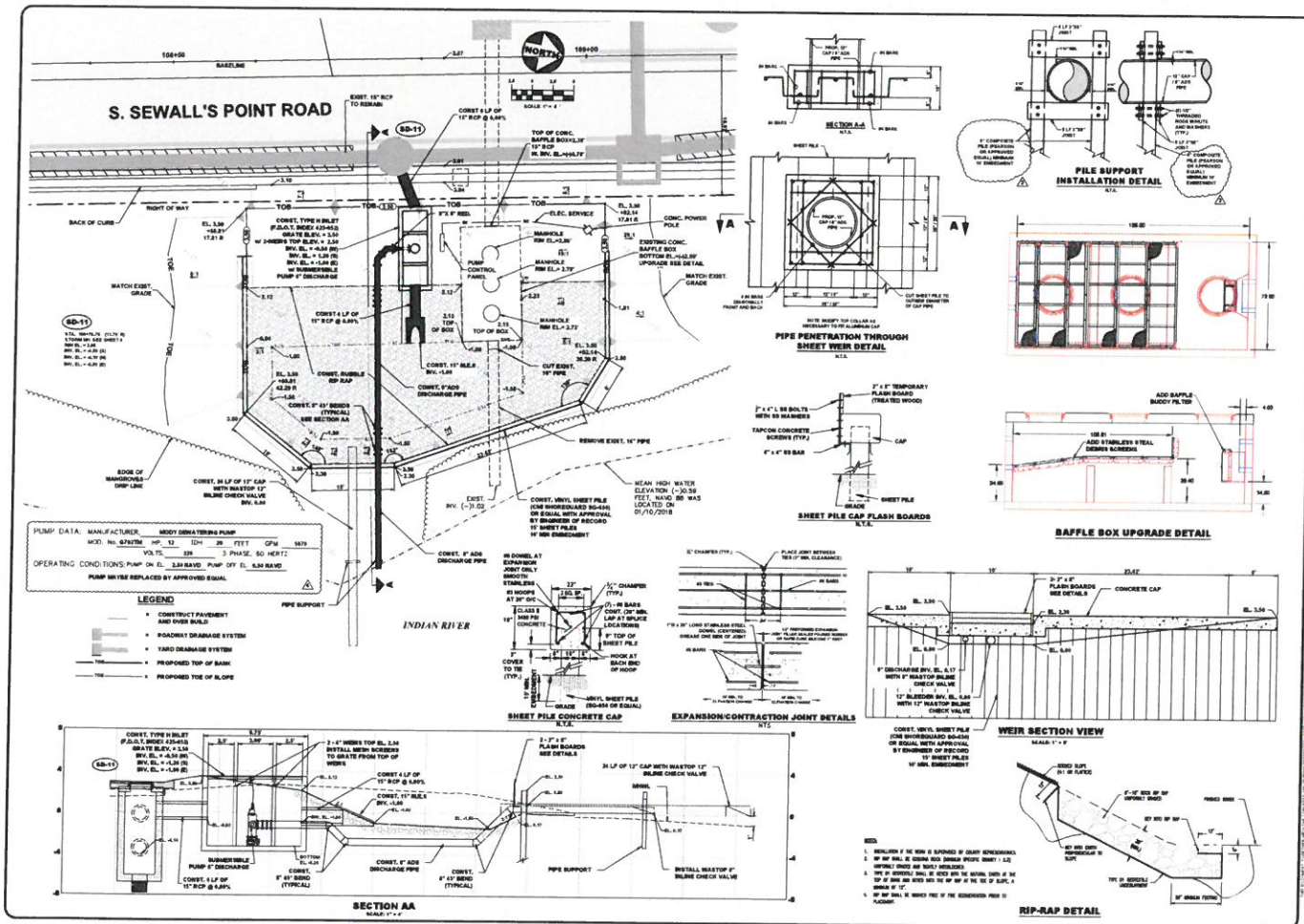
DATE	BY	CHKD	APP'D
10/15/10	JL	JL	JL

DATE	BY	CHKD	APP'D
10/15/10	JL	JL	JL

S. SEWELL'S POINT RD. IMPROVEMENTS - PHASE 1
TOWN OF SEWELL'S POINT - FLORIDA
CROSS SECTIONS

Joseph M. Carr
P.E., Registered Professional Engineer
P.E. No. 27128

Project No. 023-127
SHEET 15 OF 26



CRATIER
Civil Engineering Professionals

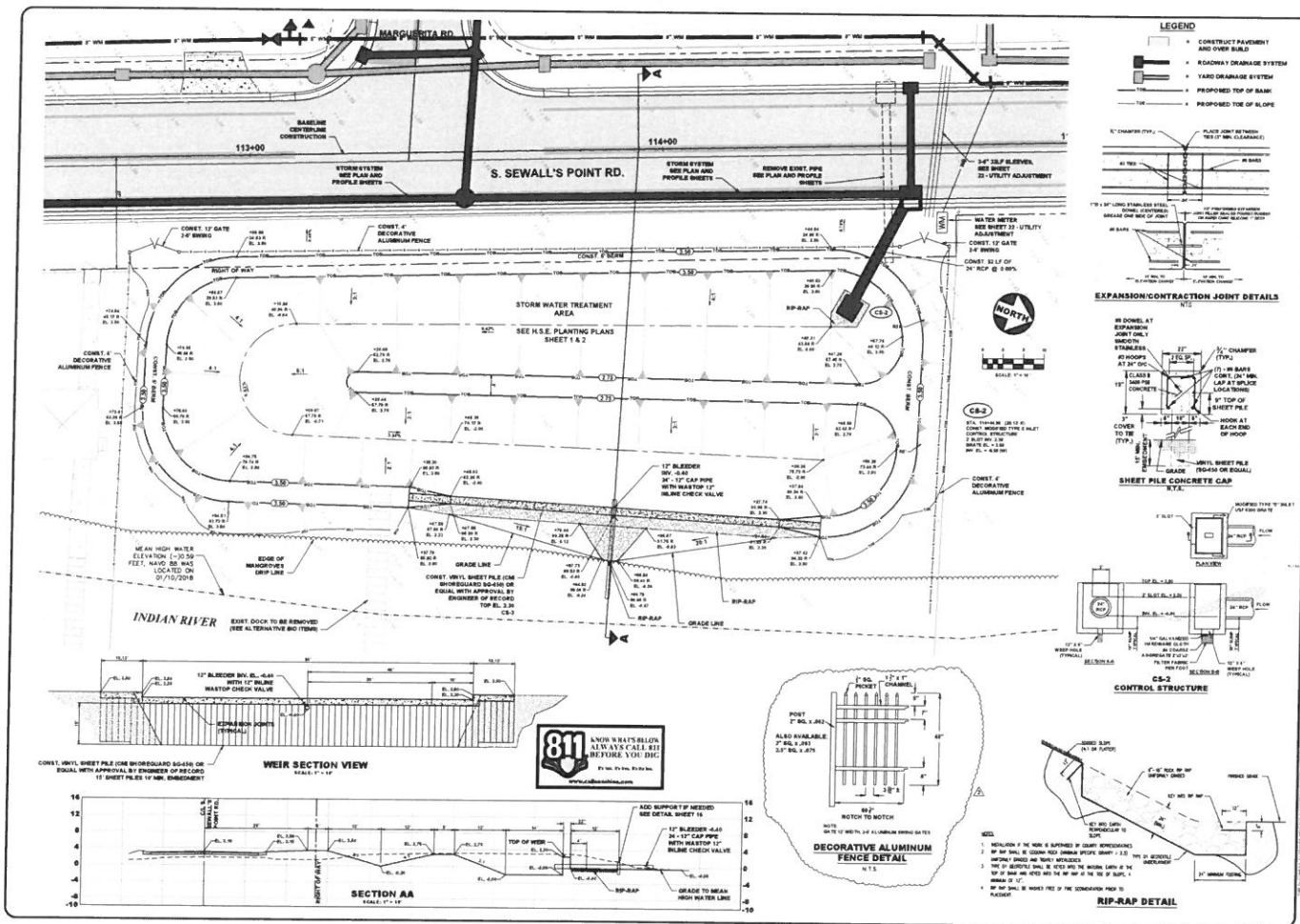
S. SEWALL'S POINT RD. IMPROVEMENTS - PHASE 1
TOWN OF SEWALL'S POINT - FLORIDA
OUTFALL WITH BACKUP
PUMP STATION
ALTERNATE 3

VERIFICATION

SCALE

DATE

JOB NO. 023-127
SHEET 16A OF 26

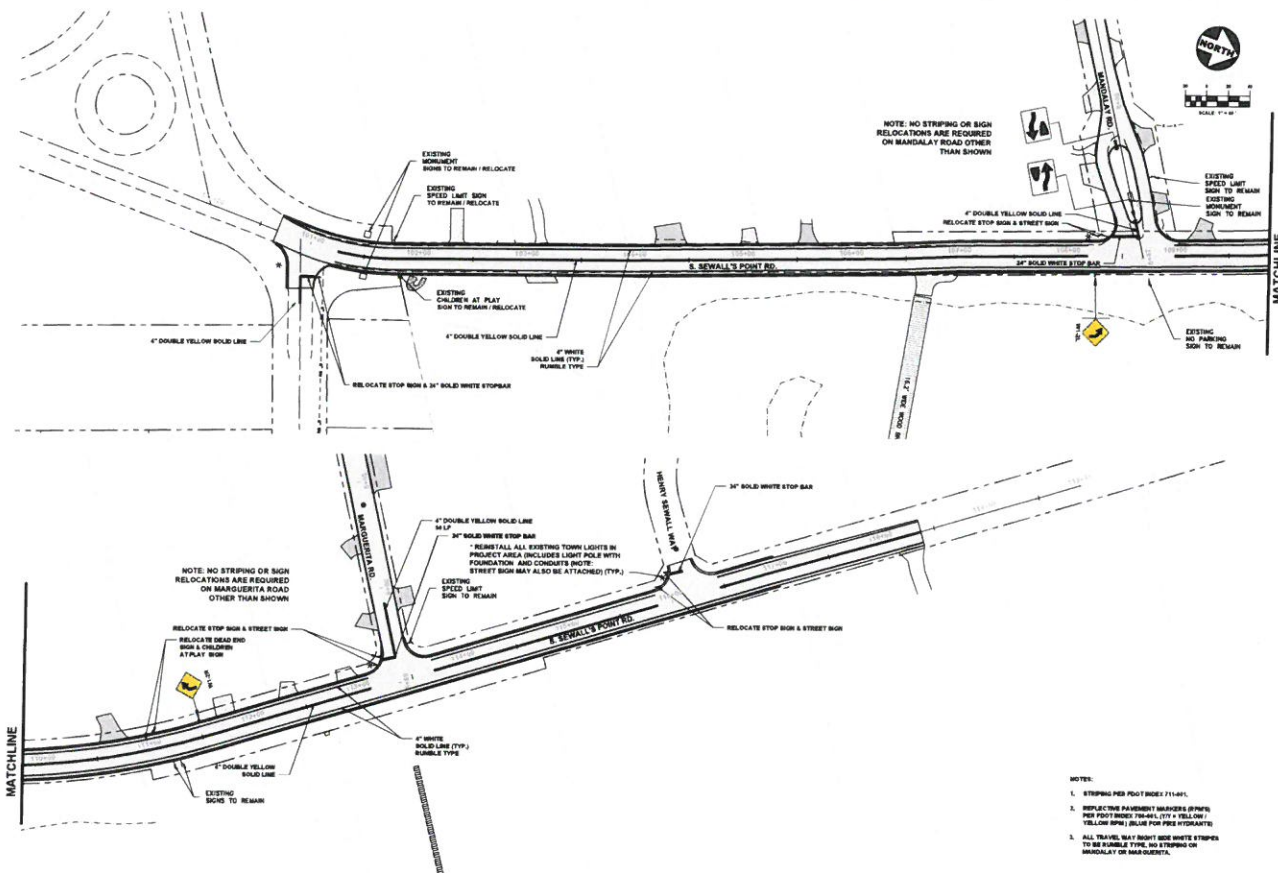


PROJECT NO. 023-127
SHEET 17 OF 26
DATE 11/15/2018

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/2018
2	ISSUED FOR CONSTRUCTION	11/15/2018
3	ISSUED FOR AS-BUILT	11/15/2018

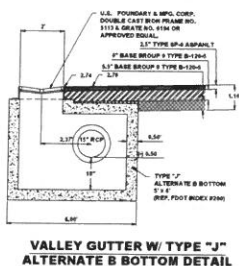
**S. SEWALL'S POINT RD.
IMPROVEMENTS - PHASE 1
TOWN OF SEWALL'S POINT - FLORIDA
STORM WATER
TREATMENT AREA**

JOHN M. CARP
P.E. 10,000,000,000
P.E. 10,000,000,000
P.E. 10,000,000,000

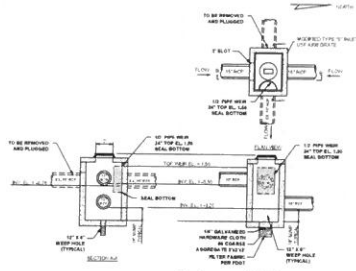


NOTES:

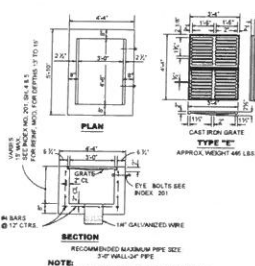
1. STRIPING PER FOOT INDEX 711-60/L
2. REFLECTIVE PAVEMENT MARKERS (RPM) PER FOOT INDEX 700-60/L (TY = YELLOW / YELLOW RPM) (BLUE FOR PICE HYDRANTE)
3. ALL TRAVEL WAY RIGHT SIDE WHITE STRIPES TO BE RUMBLE TYPE, NO STRIPING ON MARQUAY OR MARQUETA.



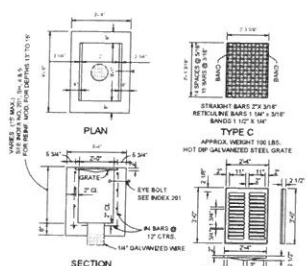
VALLEY GUTTER W/ TYPE "J" ALTERNATE B BOTTOM DETAIL



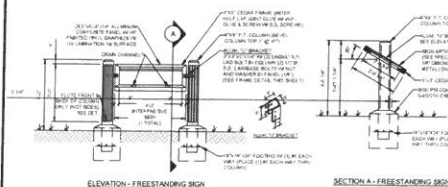
CS-1 CONTROL STRUCTURE



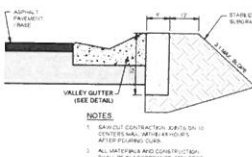
TYPE E INLET DETAIL



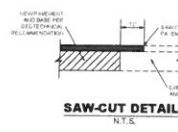
TYPE C INLET DETAIL



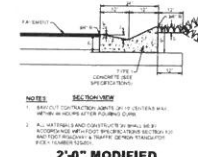
FDEP GRANT SIGN



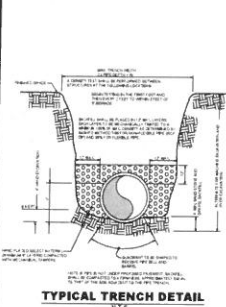
HEADER CURB DETAIL



SAW-CUT DETAIL



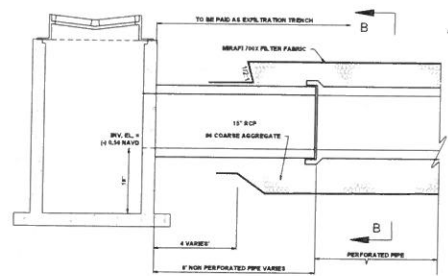
2'0" MODIFIED VALLEY GUTTER



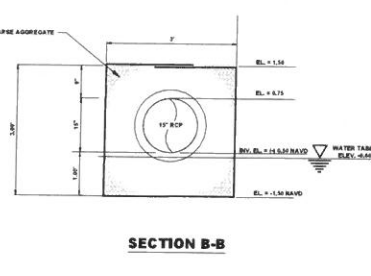
TYPICAL TRENCH DETAIL



PAVEMENT REPLACEMENT TRENCH DETAIL



EXFILTRATION TRENCH



SECTION B-B

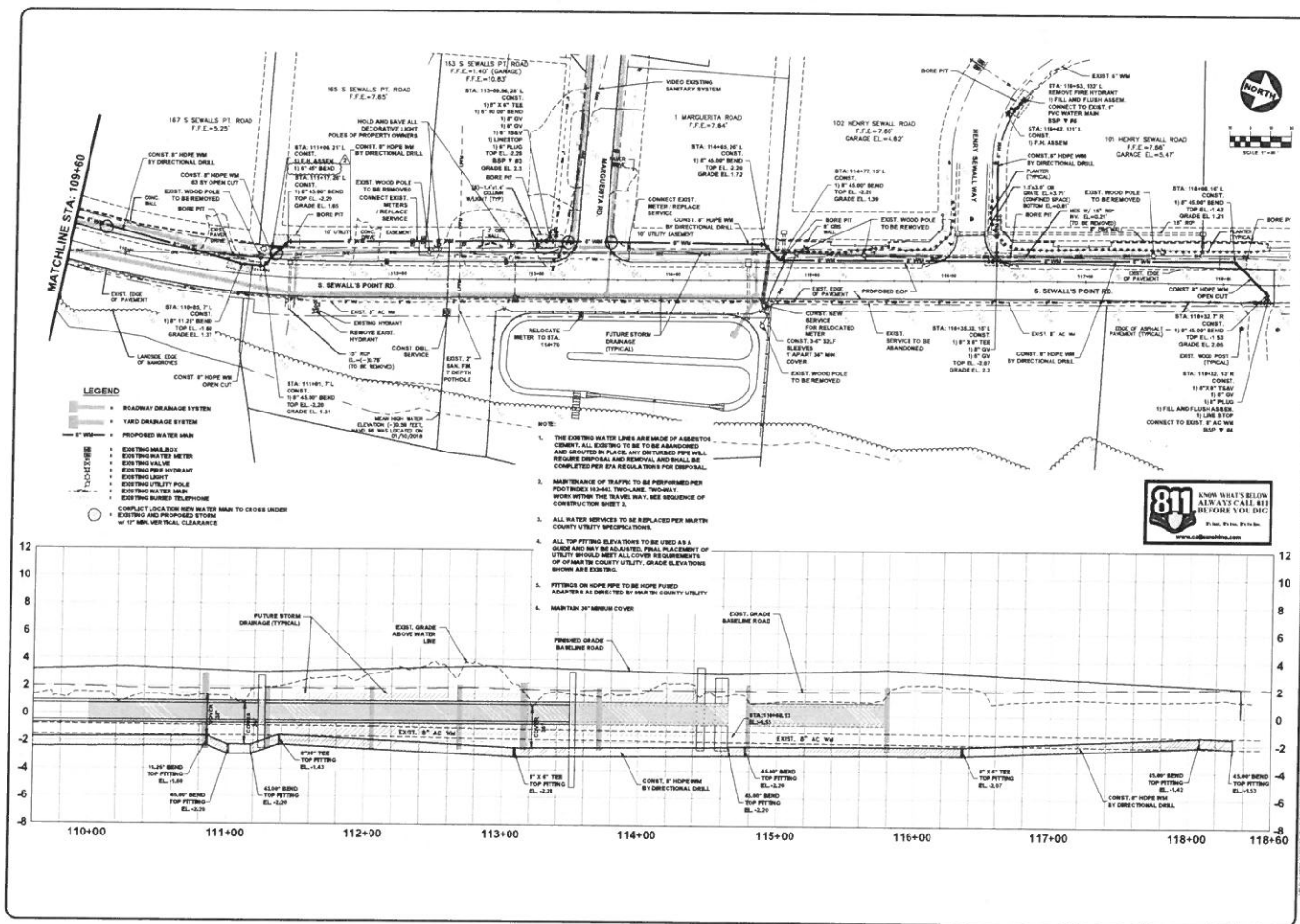
COAPTEC
Civil Engineering Professionals

S. SEWELL'S POINT RD. IMPROVEMENTS - PHASE 1
TOWN OF SEWELL'S POINT - FLORIDA

Joseph H. Carr
361 S.W. 8th Ave.
Miami, Florida 33134
P.O. Box 37170

DATE: 11/11/11
SHEET: 19 OF 26





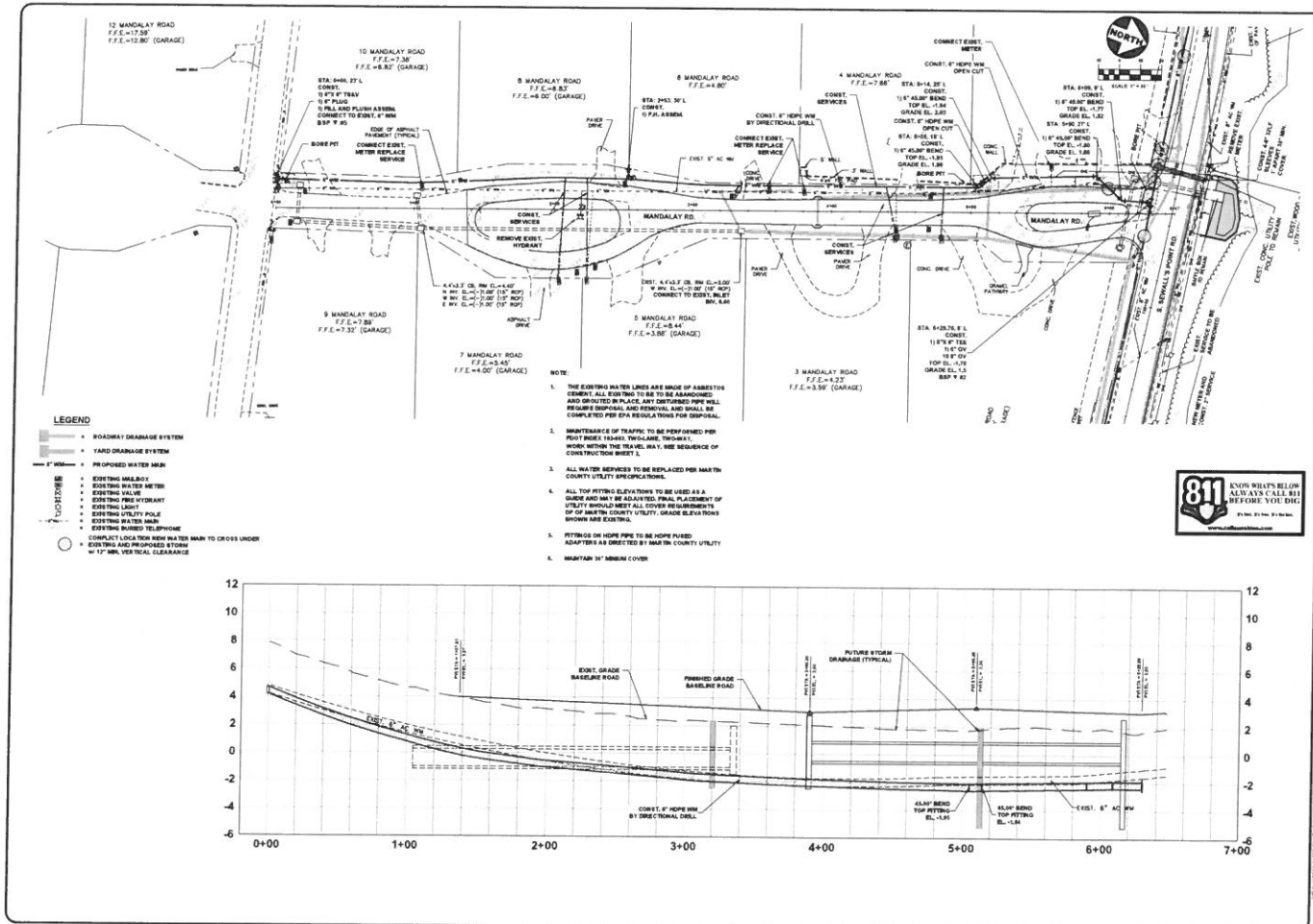
811 ANNO UNITS BELONG TO THE STATE OF FLORIDA. ALWAYS CALL 811 BEFORE YOU DIG.

VERIFICATION

DATE: 02/23/2017
 DRAWN BY: J. R. RYAN
 CHECKED BY: J. R. RYAN
 PROJECT NO.: 023-127
 SHEET NO.: 22 OF 26
 SCALE: 1" = 40'

S. SEWALL'S POINT RD. IMPROVEMENTS - PHASE 1
 TOWN OF SEWALL'S POINT - FLORIDA
 UTILITY ADJUSTMENT

JOSEPH R. RYAN
 P.E. No. 12748
 P.E. No. 12748



Chief Engineering Professionals

PROJECT NO.	223-127
DATE	03/23/22
SCALE	AS SHOWN
VERIFICATION	BY: J. R. C. / J. R. C.
DATE	03/23/22
SCALE	AS SHOWN
VERIFICATION	BY: J. R. C. / J. R. C.
DATE	03/23/22

S. SEWALL'S POINT RD. IMPROVEMENTS - PHASE 1

TOWN OF SEWALL'S POINT - FLORIDA

UTILITY ADJUSTMENT -

MANDALAY

Joseph W. Carr

301 K.R. Pugh Ave.

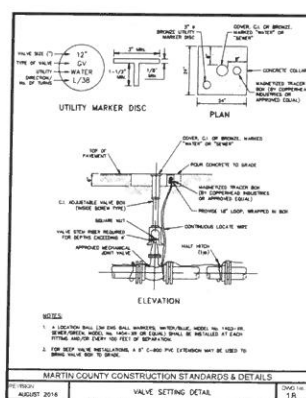
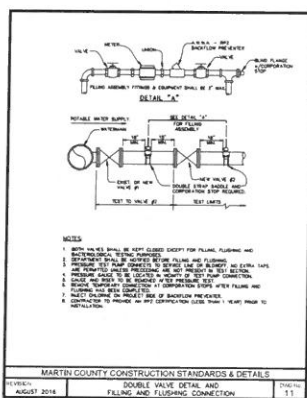
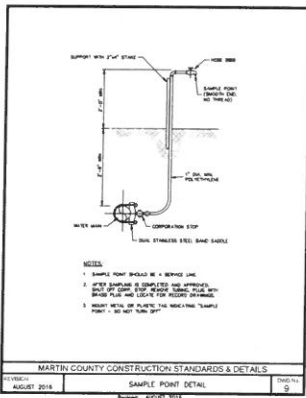
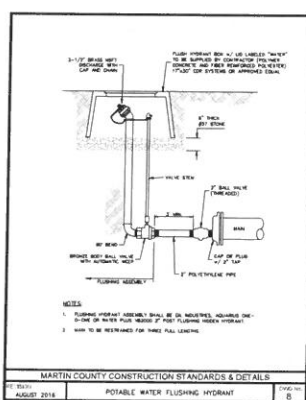
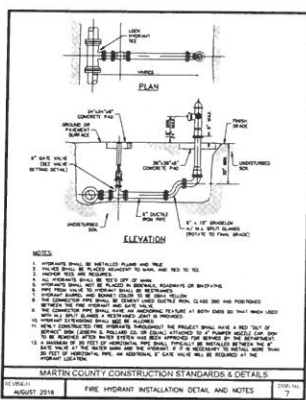
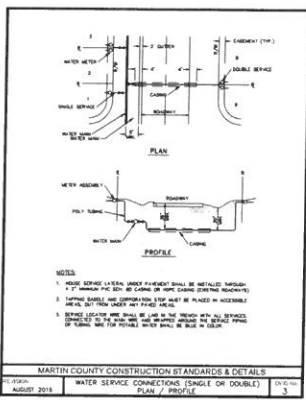
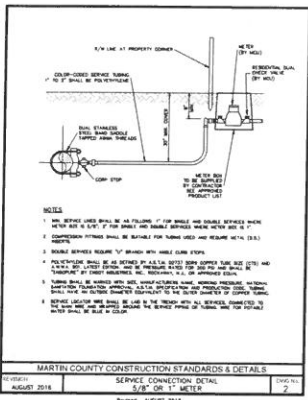
Black Point, Florida 32909

P.E. No. 12129

Project Date: 03/23/22

Job No.: 023-127

Sheet: 23 of 26



CRATIER
 Civil Engineering Professionals
 1321 N. W. 11th Ave., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: 754.770.7777
 Fax: 754.770.7778
 Email: info@cratier.com
 Website: www.cratier.com

S. SEWELL'S POINT RD. IMPROVEMENTS - PHASE 1
 TOWN OF SEWELL'S POINT - FLORIDA
 UTILITY DETAILS

SCALE
 1" = 10'-0"

DATE
 08/16/2016

SHEET
 25 OF 26



• 801 988-7448
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• 801 988-7497
• 801 988-7498
• 801 988-7499



SCALE: 1" = 10'

COMMON NAME

- Black needlerush
- Saltmarsh bulrush
- Saltmarsh cordgrass
- Seashore dropseed
- Seashore paspalum

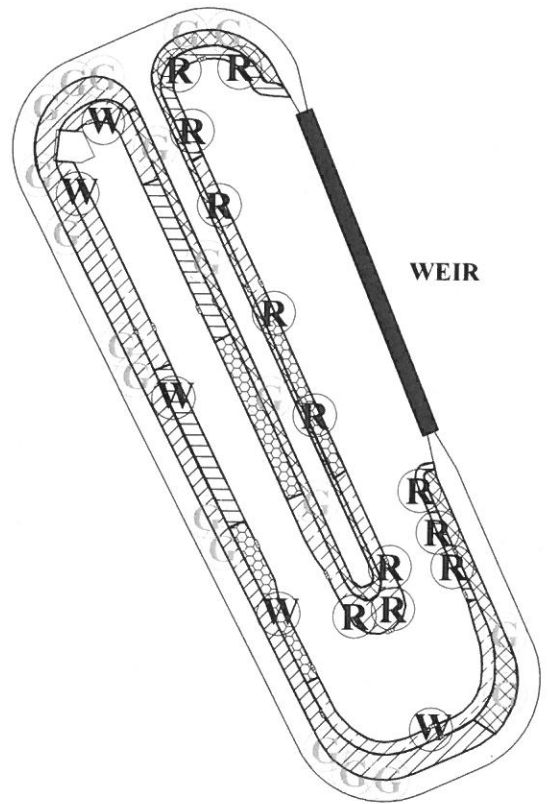
TYPICAL PLANTS

SCIENTIFIC NAME	DENSITY	SIZE	UNITS
<i>Juncus roemerianus</i>	1' O.C.	BR	545
<i>Bolboschoenus maritimus</i>	1' O.C.	BR	960
<i>Spartina alterniflora</i>	1' O.C.	BR	960
<i>Sporobolus virginicus</i>	1' O.C.	BR	425
<i>Paspalum vaginatum</i>	N/A	SOD	800 sq. ft.

TREES

Green buttonwood	<i>Conocarpus erectus</i>	3' O.C.	1 G	100
Red mangrove	<i>Rhizophora mangle</i>	3' O.C.	1 G	60
White mangrove	<i>Laguncularia racemosa</i>	3' O.C.	1 G	30

NOTE: EACH CIRCLE REPRESENTS FIVE TREES



PLAN VIEW

LATITUDE	27°18'37.41"N	N. 100°	SCALE	AS SHOWN	REF. PROJ. NO.	DEC.	TWP.	R.	MAYOR	COUNTY
LONGITUDE	-80°11'15.48"W	DR. 1000	DR. 1000	DR. 1000	DR. 1000	DR. 1000	DR. 1000	DR. 1000	DR. 1000	DR. 1000

TOWN OF SEWALL'S POINT
SEWALL'S POINT RD.
IMPROVEMENTS - PHASE I
PLANTING PLAN-PLAN VIEW

Hatch, Sargent & Associates, Inc.
4001 E. 10th Ave. Suite 100
Tampa, FL 33610
(813) 288-1000
www.hatch-sargent.com

GRADE STANDARDS AND QUALITY

QUALITY OF ALL PLANTS SHALL BE AT LEAST EQUAL TO THAT OUTLINED AS NO. 1 IN GRADES AND STANDARDS FOR NURSERY PLANTS, PART 1, 1960, REVISED EDITION AND PART 1, PALMS AND TREES, BY THE STATE PLANT BOARD OF CALIFORNIA.

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 DISEASES AND INSECT PESTS, EGGS, OR LARVAE. ALL PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED HEREIN OR INDICED ON THE CONTRACT DRAWINGS.

TRANSPORTATION AND INSPECTION

PLANT TRANSPORTATION SHALL COMPLY WITH ALL FEDERAL AND STATE REGULATIONS, THEREFORE, AND UPON DELIVERY AT THE SITE, ALL PLANTS SHALL BE INSPECTED BY THE PROJECTS ENVIRONMENTAL CONSULTANT FOR CONFORMITY TO SPECIFICATIONS AND FOR HANDLING DAMAGE. THE CONTRACTOR SHALL PROVIDE THE ENVIRONMENTAL CONSULTANT WITH A 48 HOUR NOTICE BEFORE ANY REQUESTED INSPECTION. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE BY THE CONTRACTOR.

TREES THAT HAVE TO BE TRANSPORTED MORE THAN ONE (1) MILE TO REACH THE PROJECT SITE SHALL BE TREATED WITH "WILT PRUF" AND COVERED WITH A SHADE-CLOTH-TARP OR EQUIVALENT TO PREVENT WILT BURN.

1. PLANTS NATIVE TO FLORIDA MAY BE SUBSTITUTED FOR THOSE LISTED, ACCORDING TO AVAILABILITY AND SIZE, WITH THE WRITTEN AUTHORIZATION OF THE AGENCIES AND THE ENVIRONMENTAL CONSULTANT.
2. LOCATION OF PLANTS MAY BE FIELD ADJUSTED IN ORDER TO PROVIDE THE BEST GROWING CONDITIONS.
3. PLANT MATERIAL SHALL BE INSPECTED BY THE ENVIRONMENTAL CONSULTANT PRIOR TO INSTALLATION.
4. ALL PLANTS SHALL BE INSTALLED IN HEALTHY AND VIGOROUS CONDITION, AND SHALL BE FREE OF WEEDS, DISEASE, AND INSECT PESTS, EGGS OR LARVAE.
5. CONTRACTOR IS RESPONSIBLE FOR THE PROPER WATERING AND FERTILIZATION OF THE INSTALLED PLANTS FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR.
6. ROOT BOUND CONTAINER PLANTS WILL NOT BE ACCEPTED.

TYPICAL PLANTS

COMMON NAME	SCIENTIFIC NAME	DENSITY	SIZE	UNITS
Black needletooth	<i>Acanthaster planci</i>	F.O.C.	800	545
Staghorn coral	<i>Acropora</i>	F.O.C.	800	560
Brain coral	<i>Polysiphonia</i>	F.O.C.	800	560
Brain coral	<i>Polysiphonia</i>	F.O.C.	800	425
Brain coral	<i>Polysiphonia</i>	N.A.	870	100

TREES

<i>Pinus strobus</i> (white pine)	F.O.C.	1 G	100
<i>Thuja occidentalis</i> (arborvitae)	F.O.C.	1 G	60
<i>Juniperus communis</i> (common juniper)	F.O.C.	1 G	50

PRESENTS FIVE TREES

NOTE: EACH CIRCLE REPRESENTS FIVE TREES



PLANT SPACING DETAIL

SCALE: NTS

CAUTION: MANATEE HABITAT

ALL PROJECT VESSELS

IDLE SPEED / NO WAKE

WHEN A MANATEE IS WITHIN 50 FEET OF BOAT

SHUT DOWN

© 2006 Blackwell Publishing Ltd, *Journal of Internal Medicine* 260: 105–112

TO THE FISCAL AT:

(1 - 833 - 404 - FWCC)

CELL: FWC OR #FWC

MANATEE PROTECTION

1. All construction personnel will be advised that there are civil and criminal penalties for harassing, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act of 1978.

2. If a manatee is sighted within 100 yards of the construction, as all appropriate precautions shall be implemented by the contractor to ensure protection of the manatee. These precautions shall include ceasing construction activities, if appropriate.

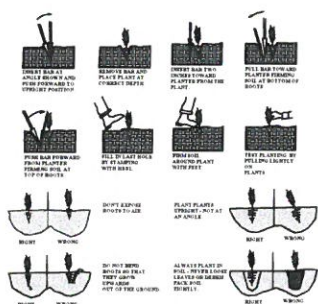
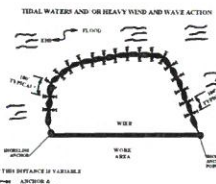
4. Situation barriers will be made of material in which inmates cannot become entangled and will placed so as not block entry or exit from essential habitat. Barriers will be regularly monitored to avoid inmate entrapment.

5. All construction vessels associated with the project will operate at "no wake" speeds at all times while in the water.

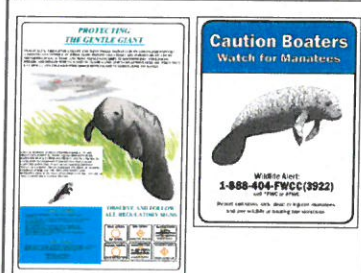
TOWN OF SEWALL'S POINT
S. SEWALL'S POINT RD.
IMPROVEMENTS - PHASE I
PLANTING PLAN DETAILS

CONSTRUCTION SPECIFICATIONS

1. THE HEIGHT OF A BILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM). THE HEIGHT OF THE BILT FENCE SHALL BE MEASURED TO THE WATER SURFACE TO AVOID FAILURE OF THE STRUCTURE.
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE REQUIRED LENGTH, RATHER THAN IN PIECES, TO AVOID JOINTS ARE NECESSARY. FILTER CLOTH SHALL BE SPACED IN 8 INCHES (20 CM).
3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3.00 M) APART AT THE TOP OF THE BILT FENCE. RATHER THAN 12 FEET (3.66 M) APART. THE MINIMUM OF 12 INCHES (30 CM) WHEN EXTRA STRENGTH FABRIC IS USED TO PROVIDE WIRE SUPPORT. POST SPACING SHALL NOT EXCEED 6 FEET (1.83 M).
4. A TRENCH SHALL BE CAVATED APPROXIMATELY 4 TO 6 INCHES (10 CM) DEEP TO PROVIDE A FIRM BASE FOR THE BILT FENCE.
5. STANDARD STRENGTH FILTER FABRIC IS USED. A WIRE MESH SUPPORT FENCE SHALL BE FASTENED DIRECTLY TO THE UPHOLE EDGE OF THE BILT FENCE. THE WIRE MESH SHALL BE 1/2 INCH (12.7 MM) DIAMETER. LONG WIRKS, OR HOE BUCKS, THE WIRE SHALL EXTEND INTO THE TRENCH TO A MINIMUM OF 10 INCHES (25 CM) AND SHALL NOT EXTEND MORE THAN 18 INCHES (45 CM) INTO THE SOIL.
6. A STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR NAIL TO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 18 INCHES (45 CM) INTO THE SOIL.
7. WHEN EXTRA STRENGTH FILTER FABRIC AND CLOSER POST SPACING ARE USED, THE WIRE MESH SHALL BE USED TO PROVIDE SUPPORT. SUCH A CASE, THE FILTER FABRIC IS STAPLED OR NAIL DIRECTLY TO THE TRENCH AND OTHER PROVISIONS OF ITEM NO. 6 APPLYING.
8. WHEN A TRENCH IS USED, THE POSTS SHALL BE PLACED AT THE END OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE. THE POSTS SHALL BE PLACED AT THE END OF THE FIRST FENCE TO CREATE A TIGHT SEAL WITH THE FILTER FABRIC. DRIVE BOTH POSTS INTO THE TRENCH TO A MINIMUM OF 10 INCHES (25 CM) INTO THE FENCE DETAIL.
9. THE FILTER FABRIC BE BACKFILLED AND THE SOIL COMPACTED TO THE FILTER FABRIC.
10. THE MOST EFFECTIVE METHOD OF INSTALLING A DOUBLE ROW OF BILT FENCE IS TO PROVIDE A MINIMUM OF 10 FEET (3.00 M) GAP. THE THIRD FOOT SEPARATION IS SO THAT IF THE FIRST ROW COLLAPSES IT WILL NOT BE NEAR ENOUGH TO THE SECOND ROW TO CAUSE A SHORTCUT TO USE TO BYPASS THE FIRST ROW. IF EITHER ROW DOUBLES HOW BILT FENCE DETAIL.
11. WHEN USED TO CONTROL SEDIMENTS FROM A STEP BLOW, BILT FENCE SHALL BE PLACED UPSTREAM OF THE STEP BLOW. THE STEP FOR INCREASED HOLDING CAPACITY. REFER TO PROPER PLACEMENT OF A BILT FENCE DETAIL.
12. BILT FENCE SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR DUTY. PURPOSE, BUT NOT BEFORE THE UPHOLE AREA HAS BEEN



PLANTING BARE ROOT PLANTS



MANATEE PROTECTION

DETAIL SHEET

LATITUDE 37°10'57.417"	DATE 21 OCTOBER 2018	SCALE AS SHOWN	NBS NUMBER 1A-00401	SEC	TWP	R	MARTIN COUNTY
LONGITUDE -88°11'19.349"	SHOWN BY ELN	CHECKED BY FJF	APPROVED BY ELN	13	30S	41E	STATE FLORIDA

**TOWN OF SEWALL'S POINT
S. SEWALL'S POINT RD.
IMPROVEMENTS - PHASE I
PLANTING PLAN DETAILS**



Wabe Sound Environmental Consultants Inc.
9902 SE Douglas Street
Babe Sound, BC V8B 4S9
F (779) 646-3676. Email: info@wabe.com



(T) ID = (1-26-4) 000-000-000-0	DRAWING NO.
	02 - PP DETAIL.DWG
	FIGURE

FRANK FENDER
Mayor

VINNY BARILE
Vice Mayor

JAMES W. CAMPO, CFP
Commissioner

DAVID KURZMAN
Commissioner

KAIJA MAYFIELD
Commissioner

TOWN OF SEWALL'S POINT



MICHELLE LEE BERGER
Town Manager

CHERYL WHITE, MMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JOHN ADAMS, CBO
Building Official

CHERYL DEMPSEY, CGFO
Finance Director

March 2, 2020

RE: SOUTH SEWALL'S POINT ROAD – PHASE 1
RIGHT-OF-ENTRY TO PROPERTY

The Town will be improving South Sewall's Point Road, which includes the road and drainage within this area. Martin County Utilities will also be replacing the water main within the area. The intent is to raise the existing roadway and to add stormwater storage/discharge facilities to alleviate most flooding and to provide stormwater quality treatment for the area in S. Sewall's Point. The improvements will include: a Stormwater Treatment Area (STA), underground exfiltration pipes with structures and upgraded watermains. The Town will build the first phase of this 4 Phased project starting in March 2020. Roadway work will be installed within the existing roadway right-of-way. Any utility work will be relocated in existing utility easements and any stormwater management improvements will be placed in road rights-of-way or drainage easements.

The private property improvements generally include grading and driveway adjustments. The road will be raised which requires these adjustments.

The proposed changes at your property are as depicted on the attached exhibit.

The Town requests permission to enter your property to perform the work described above. All areas disturbed by the Town in accomplishing this work, will be restored to a state comparable or better to that which existed at the commencement of the Town's work. This Right-of-Entry will terminate upon the later of, two (2) years from the date of your execution of this letter, or one (1) year after the completion of the construction project.

Please sign and date this letter where indicated below as authorization for the Town and its representatives to enter your property and proceed with the project. Please return the letter in the enclosed return envelope or email it to MBerger@sewallspoint.org. If you have any questions, please contact us at the above listed number.

Sincerely,
Michelle Berger, Town Manager
Town of Sewall's Point

PROPERTY ADDRESS:
101 HENRY SEWALL WAY

PCN: 13-38-41-013-000-00080-0

AUTHORIZATION:

Printed Name: Michael V. Kramer

Signature: Michael V. Kramer

Date: 3/27/2020



Town Hall
(772) 287-2455

One South Sewall's Point Road
townhall@sewallspoint.org

Sewall's Point, FL 34996
www.sewallspoint.org



FIRST PHASE
TURBIDITY BARRIERS / EROSION CONTROL MAT / MAINTENANCE OF DRAINAGE SET UP / INSTALL ALL OUTFALLS / BUILD AND STABILIZE STA. PLACE FILL IN AREA TO REUSE. CONTRACTOR TO DEGRADE AND REVEGETATE / TOWN PURSUING TCES (RIGHTS FOR ENTRY FOR PRIVATE PROPERTY AREAS) / SET UP DEWATERING (MOUSE RESTRICTED) EQUIPMENT. CONSTRUCT THE NEW WATER MAIN. CLEAR WITH WCD/DPD AND INSTALL SERVICES. HOOKUP, ABANDON THE OLD WATERMAIN. PERFORM VIDEO OF THE MARGUETTA SANITARY LINE.

SECOND PHASE
2A - BUILD ALL IMPROVEMENTS ON SOUTH SEWALL'S POINT RD FROM SEWALL'S POND TO SOUTH SIDE OF BANGDALEY - INCLUDES DEWATERING / STORM PIPES / INSTALL EXFiltrATION / RAISE ROAD TO 18" LIFT OF FINAL ASPHALT / ADJUST DRIVEWAYS / REGRADE NEXT TO PRIVATE LOTS / STABILIZE (BOD / VEGETATION) CLOSE ROAD TO LOCAL TRAFFIC ONLY (ONE RESIDENT) DETOUR ALL OTHER TRAFFIC LIMIT WORK TO DAY TIME ACTIVITIES / NIGHT TIME DEWATERING (NOTE NOISE RESTRICTIONS)

28.- BUILD ALL IMPROVEMENTS ON SOUTH RAILROADS POINT RD. FROM HIGH POINT TO MANGALAY. INCLUDE DRAINAGE / STORM PIPES / INSTALL EXPLORATION / RAISE ROAD TO 1ST LFT OF FINAL ASPHALT / ADJUST DRIVEWAYS / REGRADE NEXT TO PRIVATE LOT# 6 STABLES (BOD) / VEGETATION. CLOSE ROAD TO LOCAL TRAFFIC ONLY BUS RESIDENTS / DETOUR FOR ISLAND RD RESIDENTS WHEN BUILDING STORM SYSTEM AT RD 20 RD 20 AND 2ND ST. / ADVISE ALL OTHER TRAFFIC TO TURN AROUND THE WTS / THE DAILY WORK MUST AVOID ANY LOSS OF TRAFFIC AND NIGHTTIME MUST ALLOW TWO LANES OF TRAFFIC FOR THE BUS RESIDENTS. RELOCATE STREET LIGHTS AND CONDUITS

THIRD PHASE
 1A - BUILD ALL IMPROVEMENTS ON THE SIDE STREET MANDALAY RD. -
 INCLUDES DENATURING / INSTALL STORM PIPES / INST. ALL EXFILTRATION /
 RAISE ROAD TO 1ST LIFT OF FINAL ASPHALT / ADJUST DRIVEWAYS /
 REGRADE NEXT TO PRIVATE LOTS / STABILIZE / SOO / VEGETATION. CLOSE
 ROAD TO LOCAL TRAFFIC ONLY @ RESIDENTS. USE FLAG MEN DURING
 DAYTIME HOURS. TWO WAY TRAFFIC NIGHTTIME HOURS. NO ACCESS TO
 SOUTH BOWALL'S POINT RD. RELOCATE STREET LIGHTS AND CONDUITS

FOURTH PHASE
COMPLETE THE LAST LAYER OF ASPHALT / RESTRIPE THE ROAD / ADD
VEGETATION / REMOVE EXOTIC VEGETATION / AND TRIM MANGROVE TO
CREATE VISTA AT STORM TREATMENT AREA / PLUS OR REMOVE OLD
OUTFALLS

177 S BOWALLS
PL. ROAD
TTL=7.25'
TTL=4.40' (BARRE)

176 S BOWALLS
ROAD

BEGIN PROJECT
STA. 100+66.92

TEMPORARY
BENCHMARK
FND. NAIL IN CUTOUT

An aerial photograph used as a map, showing a road intersection. A vertical road on the left is labeled "ISLAND RD.". A horizontal road at the bottom is labeled "176 S DENNIS ROAD". The area around the intersection is marked with various lines and symbols, possibly indicating survey points or boundaries. There are some handwritten notes and markings on the map.

BENCHMARK
ELEVATIONS AS SHOWN HEREON REPRESENT
AMERICAN VERTICAL DATUM 1988

NOTES:
THESE PLANS ARE IN ENGLISH
ALL ELEVATIONS HEREIN ARE

N.A.V.D. 1983 DATUM. ADD 1' TO
CONVERT TO N.G.V.D. 1929 DATUM.
CONSTRUCTION IS TO BE IN ACCORDANCE
WITH FLORIDA DEPARTMENT OF
TRANSPORTATION STANDARD
SPECIFICATIONS.

LEGEND

-  = CONSTRUCT PAVEMENT AND OVER BUILD
-  = ROADWAY DRAINAGE SYSTEM
-  = YARD DRAINAGE SYSTEM

NOTE:
BOTH ROADWAY AND YARD DRAIN SYSTEMS ARE EXPLORATION


 CAPTEC Engineering, Inc.
 Civil Engineering Professionals
 201 S.W. 10th Ave., Suite 100
 Miami, Florida 33134
 Phone: (305) 375-1144
 Fax: (305) 375-1144

DATE 3/24/73
 BORN BY WFO
 OPERATED BY SLY
 CHECKED BY JMC
 RECEIVED BY RECEIVED
 MODE MALE 1-40
 UNIT MALE
 CASE NO. 100

Version 8

[illegible]

SALE
CATION

1 12-11-11

NO. DATE

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**ALL'S POINT RE
MENTS - PHAS
ALL'S POINT - FLO**

**DRAINAGE AN
ITY PLAN**

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97.00	97.00
98.00	98.00
99.00	99.00
100.00	100.00

Joseph W. Capra
301 N.W. Piegler Ave.
Beverly, Florida 33601
P.E. No. 37830

Printed Date _____

JOB No.: **023-127**

SHEET

2 of **26**