

**INTERLOCAL AGREEMENT  
NORTH SEWALL'S POINT FORCE MAIN EXTENSION 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 small diameter force mains to provide sanitary sewer service to properties in 8 defined areas within its northern boundaries, defined as North of A1A ("North Sewall's Point") that will connect to the COUNTY's utility service (TOWN Project); and

WHEREAS, the COUNTY has budgeted for construction of service laterals to connect the force mains installed through the TOWN Project to individual properties within the TOWN Project boundaries as part of the COUNTY's Connect to Protect Septic to Sewer Grinder Station Program (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 PROJECT; and

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

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

1. The PROJECT shall be implemented in accordance with the plans developed by the Design Engineer and 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 awarded a CONTRACT to Jamie

Underground, Inc, 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. The COUNTY Project costs are estimated at one hundred one thousand dollars (\$101,000.00).

5. Notwithstanding the language in Paragraph 4, in order for the TOWN to install lines in the last 3 Areas of the PROJECT, the COUNTY agrees to reimburse the TOWN up to forty-five thousand and fifty dollars (\$45,050.00) of the cost of the TOWN Project (COUNTY Match) for completion of the total PROJECT, as set forth below.

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 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.

- D. Upon completion of the PROJECT and final payment of all PROJECT costs, the TOWN may submit a request to the COUNTY for final payment of the COUNTY Match. The request shall include sufficient documentation to show payment of all PROJECT costs has been made to the Contractor.

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 PROJECT facilities to the COUNTY by Bill of Sale acceptable to the COUNTY; and shall transfer all Contractor and Vendor warranties related to the 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 PROJECT. Upon transfer of ownership of the PROJECT to the COUNTY, the COUNTY shall be solely responsible for operation, maintenance, replacement, and repair of the PROJECT and that the TOWN shall have no responsibility for maintenance, replacement, and repair 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 Leo Repetti, P.E., Public Works Department, 2401 SE Monterey Road, Stuart, FL 34996, telephone number (772) 320-3065.

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

**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

**Construction Plans and Specifications  
Of  
NORTH SEWALL'S POINT AREA  
SEPTIC TO SEWER CONVERSION  
For  
MARTIN COUNTY UTILITIES  
SERVICE AREA  
Lying In  
Section 35, Township 37 S. , Range 41 E.  
Martin County, Florida**



**"CONNECT TO  
PROTECT PROGRAM"**

**TOWN OF SEWALL'S POINT  
COMMISSIONERS**

FRANK FENDER  
VINNY BARILE  
JAMES W. CAMPO  
DAVE KUREZMAN  
KIAJA MAYFIELD

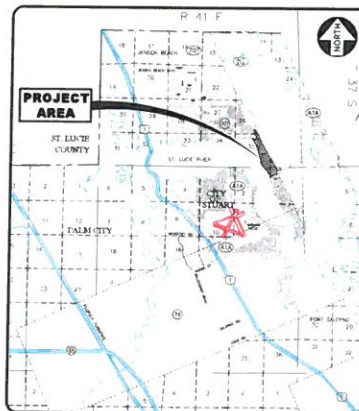
MAYOR  
VICE MAYOR  
COMMISSIONER  
COMMISSIONER  
COMMISSIONER

**ENGINEER**

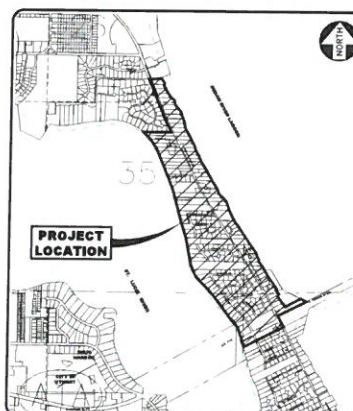
MR. JOSEPH W. CAPRA, P.E.  
CAPTEC ENGINEERING, INC.  
301 N.W. FLAGLER AVENUE  
STUART, FLORIDA 34994  
PHONE: (772) 493-4344  
FAX: (772) 492-4341



301 N.W. Flagler Ave.  
Stuart, Florida 34994  
Phone: (772) 493-4344  
Fax: (772) 492-4341



Vicinity Map  
N.T.S.



Site Map  
N.T.S.

**SHEET INDEX**

SHEET NUMBER	SHEET TITLE/DESCRIPTION
1	COVER
2	LAYOUT PLAN
3 - 13	PLANS
14-15	DETAILS
16	GENERAL NOTES

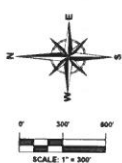
**APPROVED FOR  
CONSTRUCTION  
3/3/20**



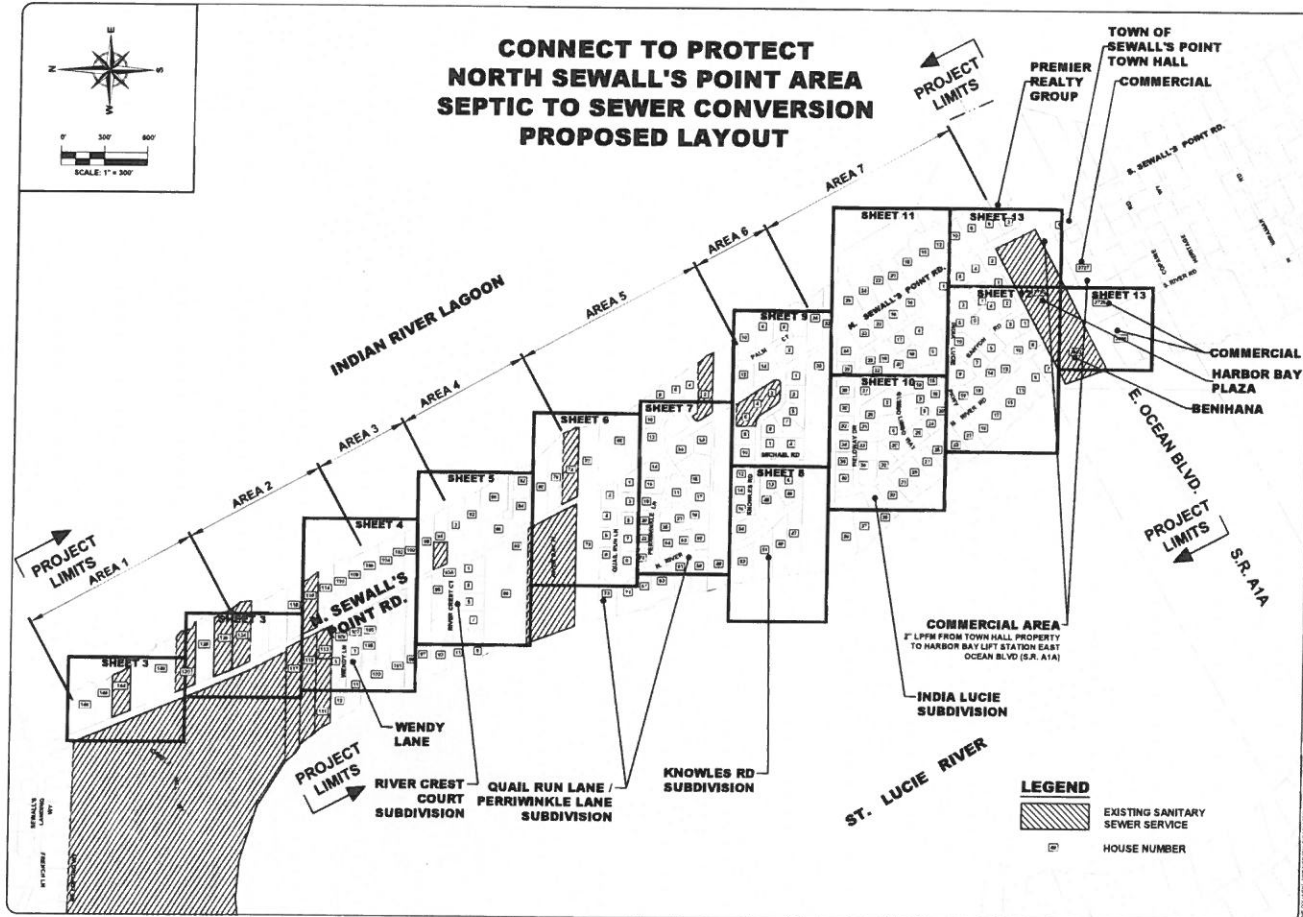
Project No. 023.130 - NORTH SEWALL'S POINT SEPTIC TO SEWER CONVERSION

Project No. 023.130 - NORTH SEWALL'S POINT SEPTIC TO SEWER CONVERSION

"A"



# **CONNECT TO PROTECT NORTH SEWALL'S POINT AREA SEPTIC TO SEWER CONVERSION PROPOSED LAYOUT**



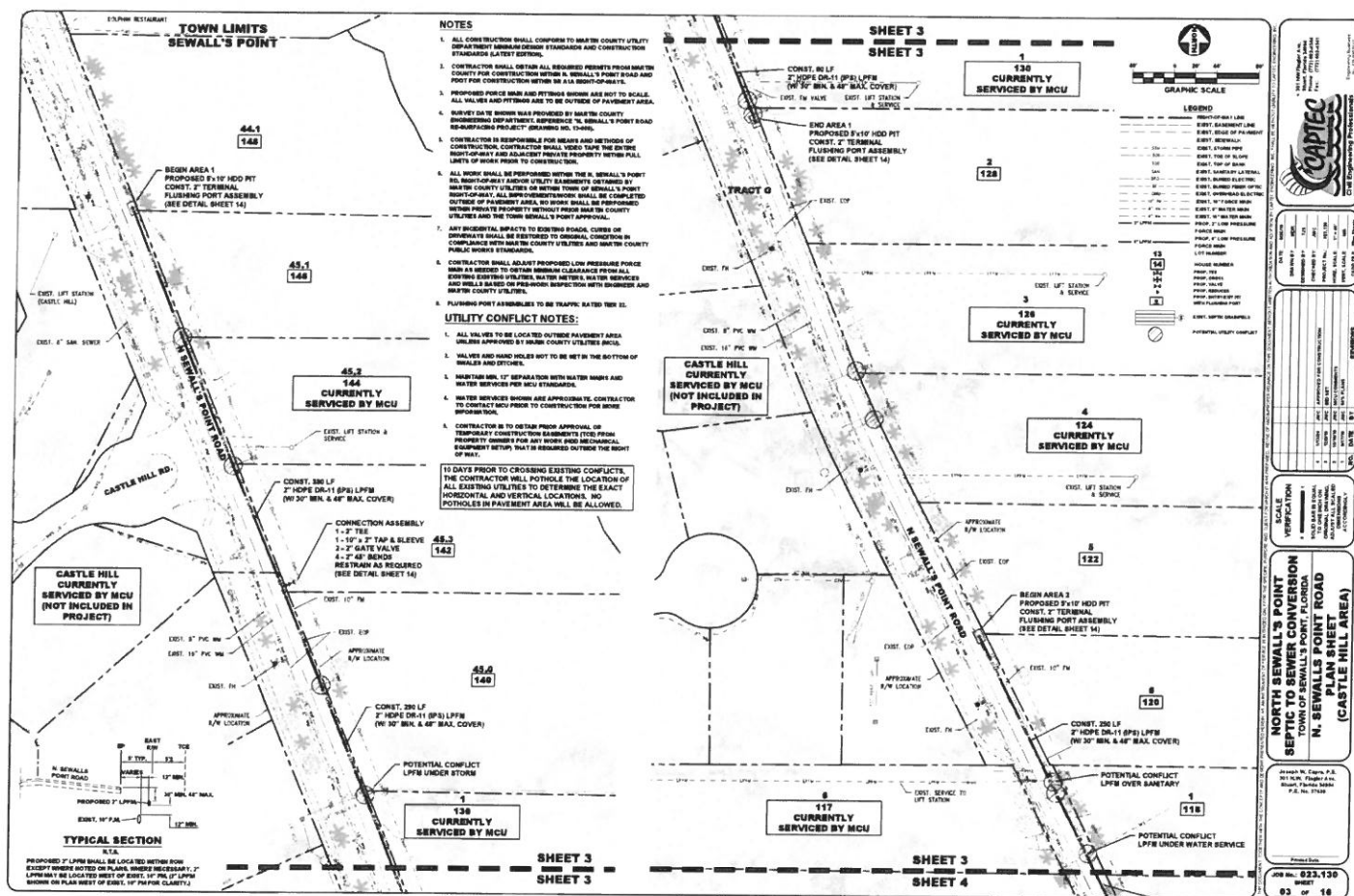
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PROJECT NAME	NORTH SEWALL'S POINT SEPTIC TO SEWER CONVERSION
PROJECT LOCATION	TOWN OF SEWALL'S POINT, FLORIDA
PROJECT OWNER	SEWALL'S POINT TOWN
PROJECT ENGINEER	DAVID W. COOPER, P.E.
PROJECT CHECKER	DAVID W. COOPER, P.E.
PROJECT APPROVER	DAVID W. COOPER, P.E.

DATE	08/11/08
SCALE	1" = 300'
PROJECT NAME	NORTH SEWALL'S POINT SEPTIC TO SEWER CONVERSION
PROJECT LOCATION	TOWN OF SEWALL'S POINT, FLORIDA
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PROJECT ENGINEER	DAVID W. COOPER, P.E.
PROJECT CHECKER	DAVID W. COOPER, P.E.
PROJECT APPROVER	DAVID W. COOPER, P.E.

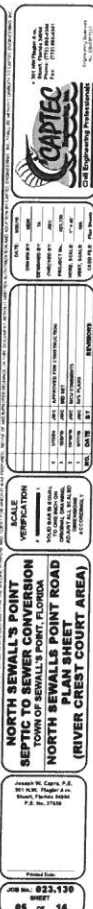
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SCALE	1" = 300'
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PROJECT LOCATION	TOWN OF SEWALL'S POINT, FLORIDA
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PROJECT CHECKER	DAVID W. COOPER, P.E.
PROJECT APPROVER	DAVID W. COOPER, P.E.

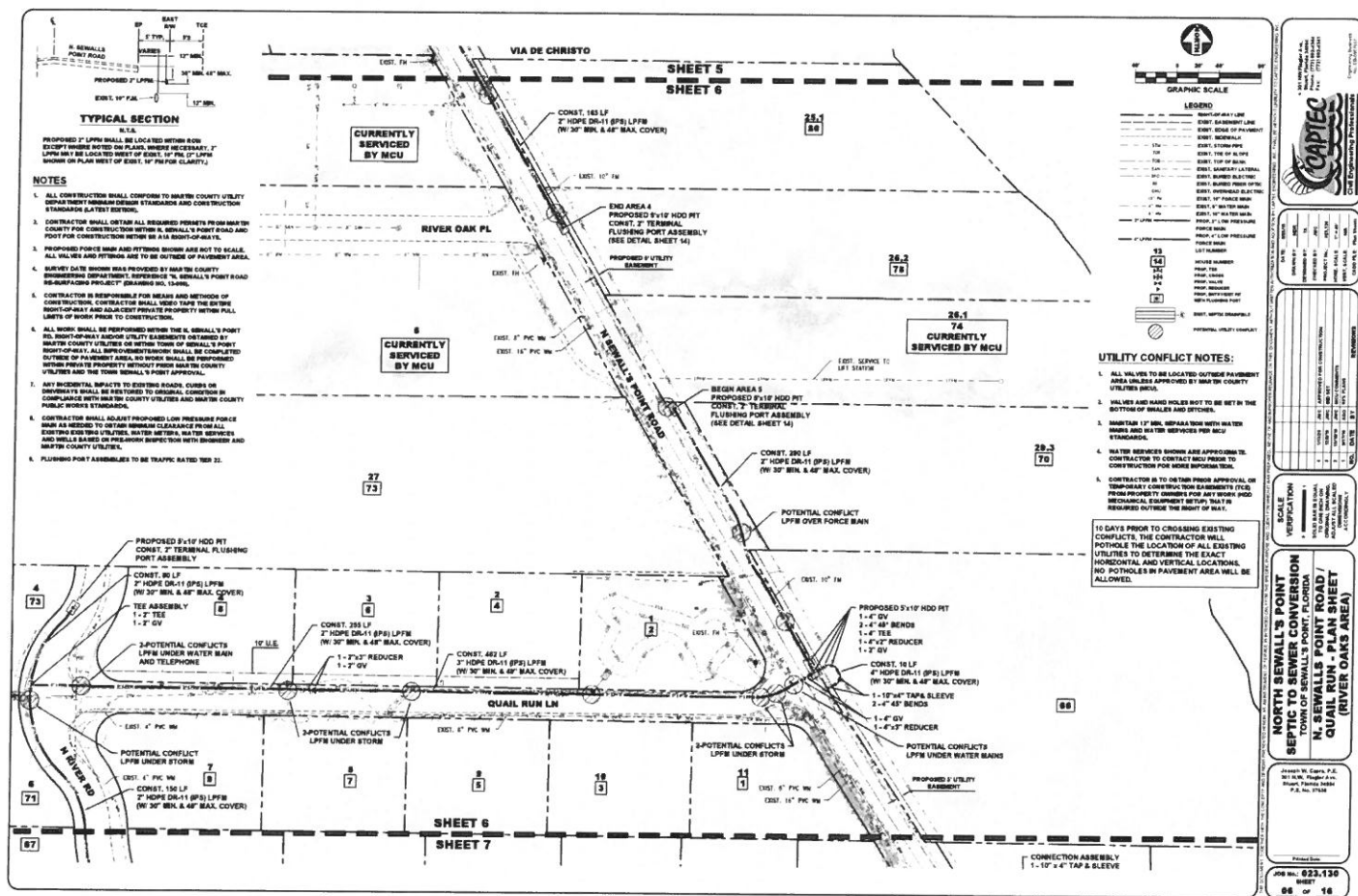
DATE	08/11/08
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PROJECT NAME	NORTH SEWALL'S POINT SEPTIC TO SEWER CONVERSION
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PROJECT CHECKER	DAVID W. COOPER, P.E.
PROJECT APPROVER	DAVID W. COOPER, P.E.

DATE	08/11/08
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PROJECT ENGINEER	DAVID W. COOPER, P.E.
PROJECT CHECKER	DAVID W. COOPER, P.E.
PROJECT APPROVER	DAVID W. COOPER, P.E.















SHEET 8  
SHEET 10

SHEET 9  
SHEET 10

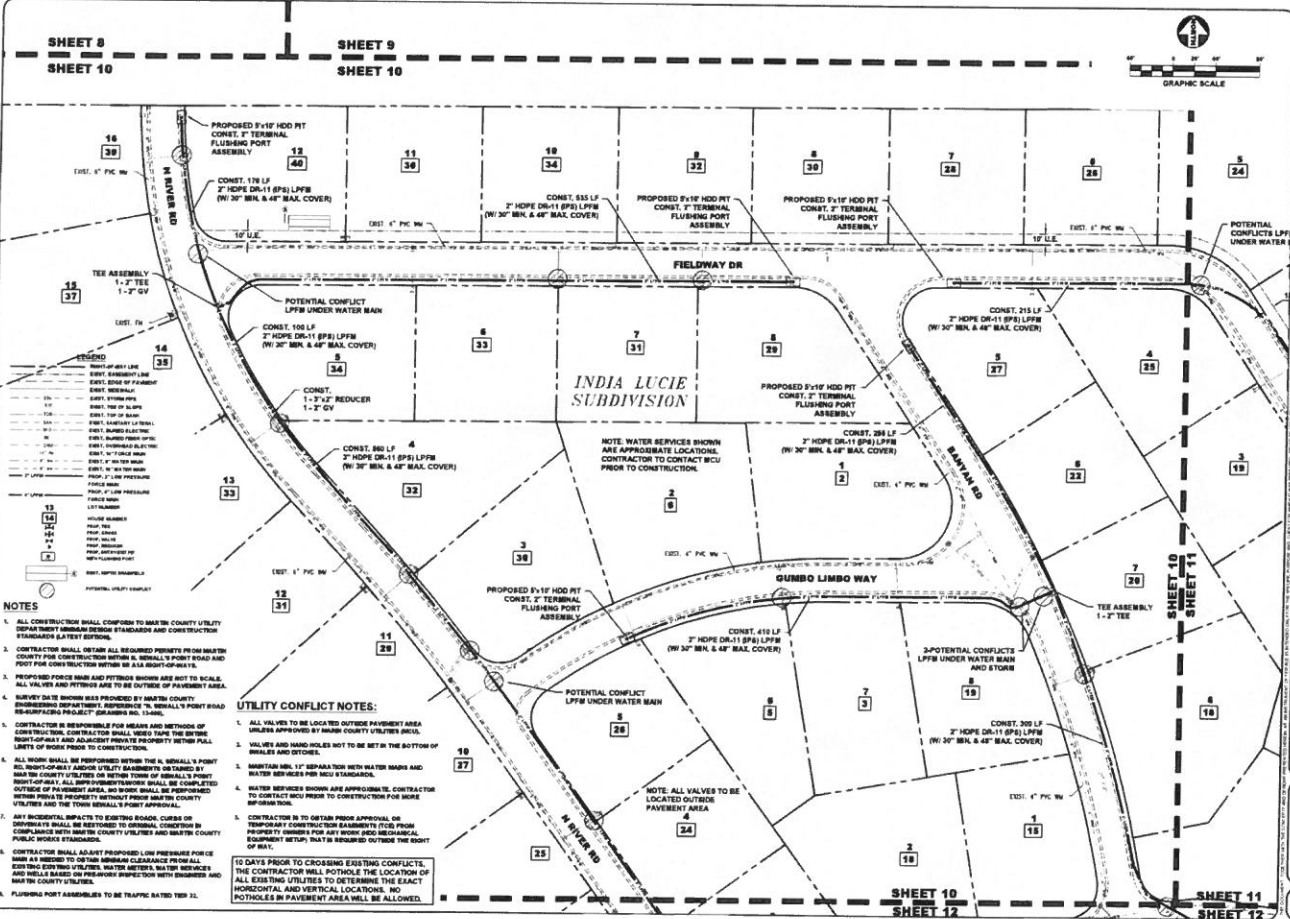


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100	REVISION	

SCALE  
VERIFICATION  
NORTH  
SOUTH  
EAST  
WEST  
1" = 40'

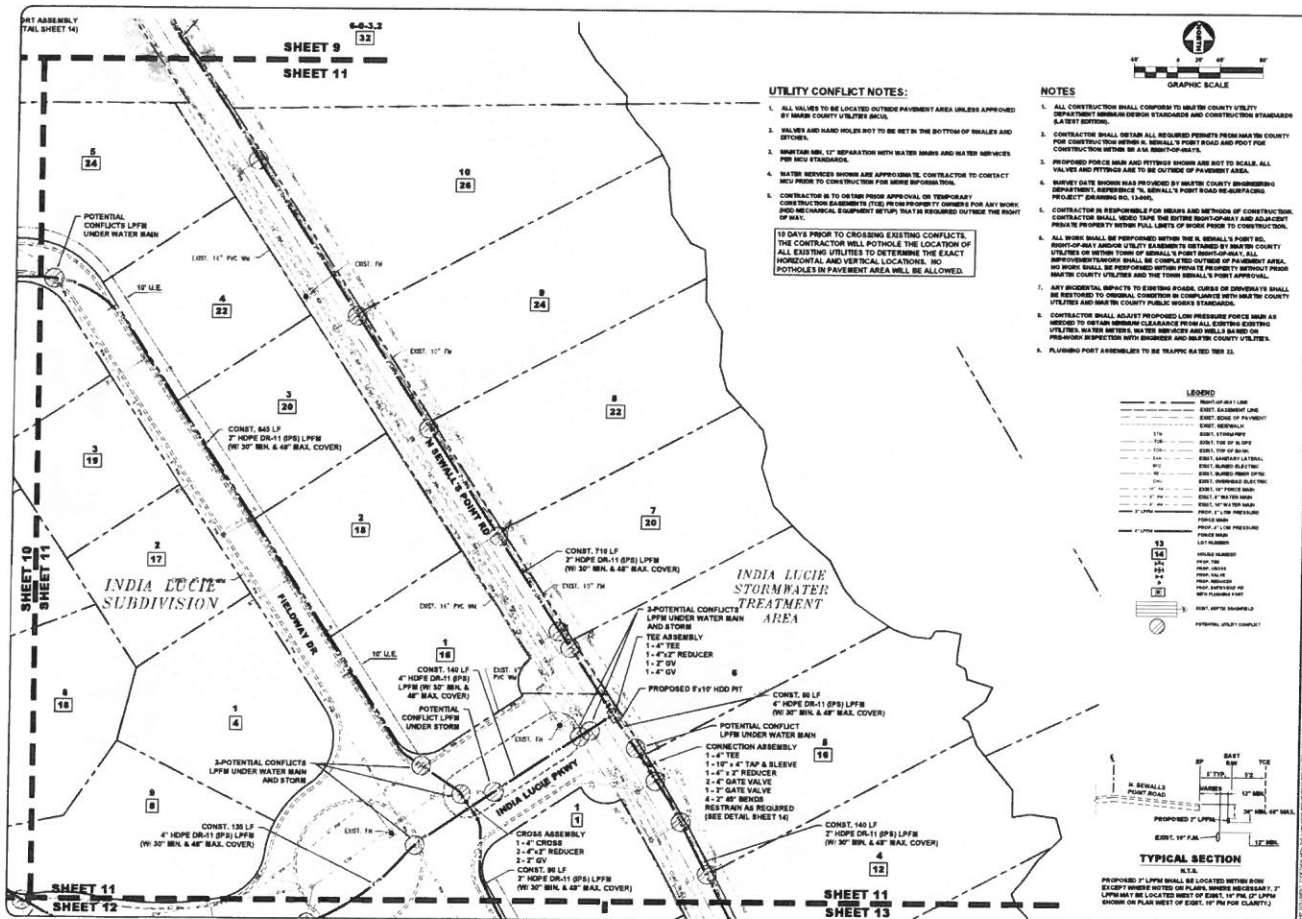
JOHN M. CARR, P.E.  
1111 N. Highway 1  
Suite 100  
Tampa, Florida 33606  
P.O. Box 12000

10 of 16

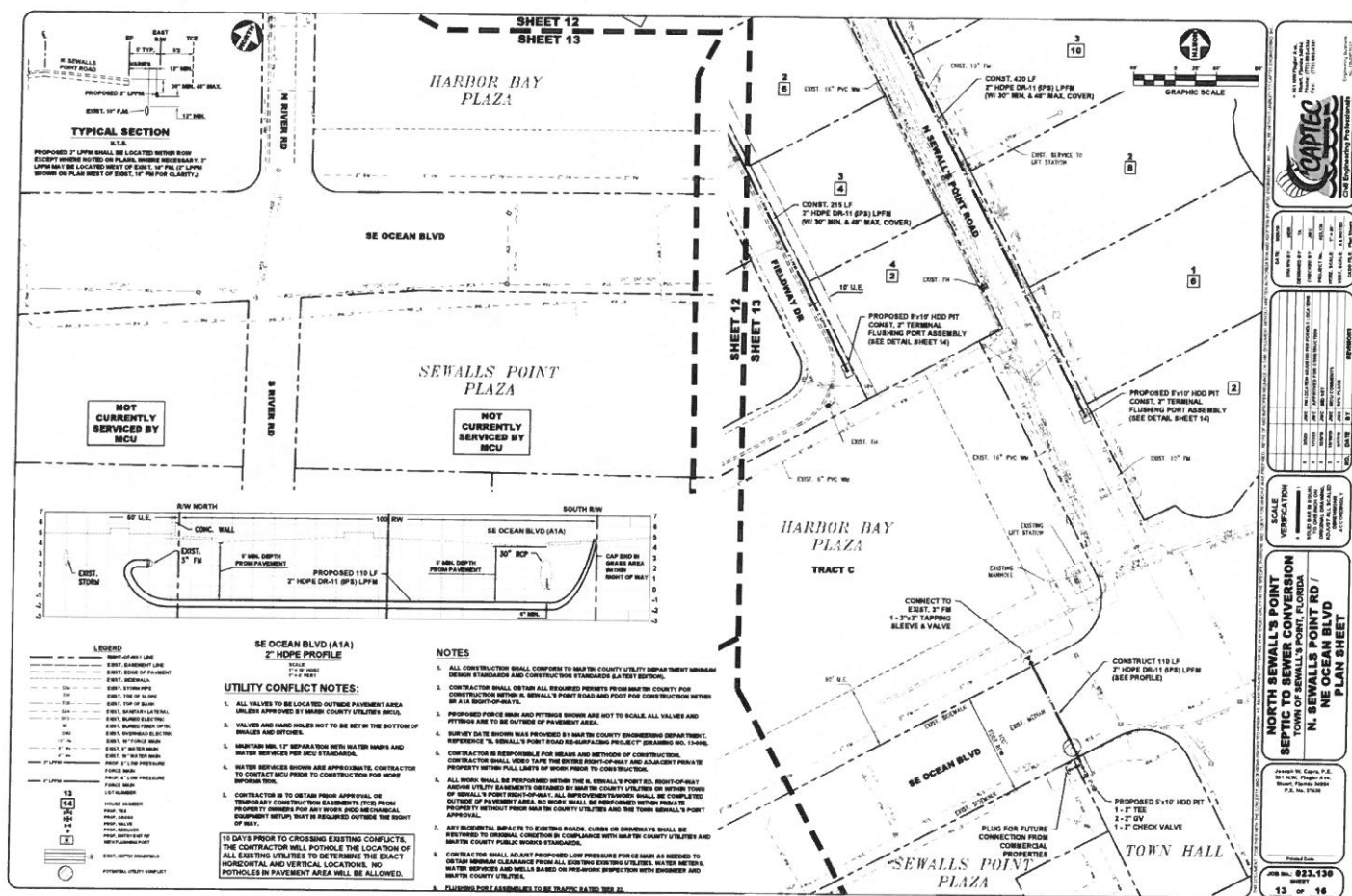



- NOTES**
1. ALL CONSTRUCTION SHALL COMPLY TO MAHON COUNTY UTILITY DEPARTMENT STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS LATEST EDITIONS.
  2. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM MAHON COUNTY FOR CONSTRUCTION WITHIN SEWALL'S POINT ROAD AND POINT FOR CONSTRUCTION WITHIN SEWALL'S POINT ROAD AND POINT FOR CONSTRUCTION WITHIN SEWALL'S POINT ROAD.
  3. PROPOSED FORCE MAIN AND PITCHER SHOWN ARE NOT TO SCALE. ALL VALVES AND FITTINGS ARE TO BE OUTSIDE OF PAVEMENT AREA.
  4. SURVEY TO BE DONE AND PROVIDED BY MAHON COUNTY ENGINEERING DEPARTMENT. RESPONSE TO SEWALL'S POINT ROAD BE COMPLETED PROJECT (SEWAGE MISC. 11/1/10).
  5. CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHOD OF CONSTRUCTION. CONTRACTOR SHALL MAINTAIN THE EXISTING RIGHT-OF-WAY AND ADJACENT PRIVATE PROPERTY WITHIN FULL LIMITS OF WORK PRIOR TO CONSTRUCTION.
  6. ALL WORK SHALL BE PERFORMED WITHIN THE SEWALL'S POINT ROAD RIGHT-OF-WAY AND ADJACENT PRIVATE PROPERTY WITHIN FULL LIMITS OF WORK PRIOR TO CONSTRUCTION.
  7. ANY INCIDENTAL IMPACTS TO EXISTING ROADS, CURBS OR DRIVEWAYS SHALL BE RESTORED TO ORIGINAL CONDITION IN COMPLIANCE WITH MAHON COUNTY UTILITIES AND MAHON COUNTY PUBLIC WORKS STANDARDS.
  8. CONTRACTOR SHALL ADJUST PROPOSED LOW PRESSURE FORCE MAIN AS NEEDED TO OBTAIN MINIMUM CLEARANCE FROM ALL EXISTING UTILITIES, WATER METERS, GAS, AND OTHER UTILITIES AND HILLS BASED ON PRELIMINARY INSPECTION WITH ENGINEER AND MAHON COUNTY UTILITIES.
  9. FLUSHING PORT ASSEMBLIES TO BE TRAFFIC RATED TYP 21.

- UTILITY CONFLICT NOTES:**
1. ALL VALVES TO BE LOCATED OUTSIDE PAVEMENT AREA UNLESS APPROVED BY MAHON COUNTY UTILITIES (BIO).
  2. VALVES AND HAND HOLES NOT TO BE SET IN THE BOTTOM OF DRAINS AND DITCHES.
  3. MAINTAIN MIN. 12" SEPARATION WITH WATER MAINS AND WATER SERVICES PER MISC STANDARDS.
  4. WATER SERVICES SHOWN ARE APPROXIMATE. CONTRACTOR TO CONTACT MCO PRIOR TO CONSTRUCTION FOR MORE INFORMATION.
  5. CONTRACTOR IS TO OBTAIN PRIOR APPROVAL OR TEMPORARY CONSTRUCTION PERMITS FROM MAHON COUNTY UTILITIES FOR ANY WORK (SEE MECHANICAL EQUIPMENT SETUP) WITHIN REQUIRED OUTSIDE THE RIGHT OF WAY.
- 10 DAYS PRIOR TO CROSSING EXISTING UTILITIES, THE CONTRACTOR WILL POT-HOLE THE LOCATION OF ALL EXISTING UTILITIES TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS. NO POT-HOLES IN PAVEMENT AREA WILL BE ALLOWED.









Captec  
Engineering & Construction

PROJECT NO.		DATE	
DRAWN BY		CHECKED BY	
DESIGNED BY		APPROVED BY	
SCALE		SHEET NO.	
SHEET TOTAL		PROJECT TOTAL	

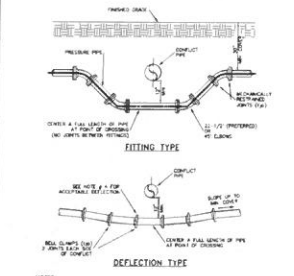
**NORTH SEWALL'S POINT  
SEPTIC TO SEWER CONVERSION  
UTILITY DETAILS**

Prepared By: J. R. Smith  
Checked By: J. R. Smith  
Approved By: J. R. Smith

Job No. 023.130  
Sheet 14 of 18

### MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

#### PRESSURE PIPE CONDUIT DETAIL



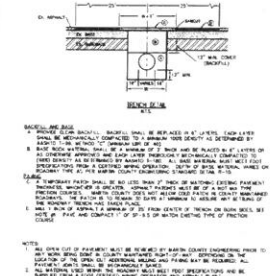
**NOTES:**

1. ALL PRESSURE PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
2. THE DEFLECTION TYPE CONNECTION IS PREFERRED.
3. THE DEFLECTION TYPE CONNECTION IS PREFERRED.
4. THE DEFLECTION TYPE CONNECTION IS PREFERRED.

REVISION: AUGUST 2016

### MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

#### FLEXIBLE PAVEMENT REPLACEMENT DETAIL



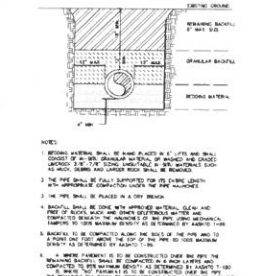
**NOTES:**

1. THE FLEXIBLE PAVEMENT SHALL BE REPLACED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
2. THE FLEXIBLE PAVEMENT SHALL BE REPLACED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
3. THE FLEXIBLE PAVEMENT SHALL BE REPLACED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

REVISION: AUGUST 2016

### MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

#### TYPICAL TRENCH DETAIL



**NOTES:**

1. THE TRENCH SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
2. THE TRENCH SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
3. THE TRENCH SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

REVISION: AUGUST 2016

### MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

#### MECHANICAL JOINT ANCHORING

PIPE SIZE (IN)	ANCHOR SIZE (IN)	ANCHOR SPACING (IN)	ANCHOR TYPE
1/2	1/4	12	WIRE
3/4	3/8	12	WIRE
1	1/2	12	WIRE
1 1/4	5/8	12	WIRE
1 1/2	3/4	12	WIRE
2	1	12	WIRE
2 1/2	1 1/4	12	WIRE
3	1 1/2	12	WIRE
3 1/2	1 3/4	12	WIRE
4	2	12	WIRE
4 1/2	2 1/4	12	WIRE
5	2 1/2	12	WIRE
5 1/2	2 3/4	12	WIRE
6	3	12	WIRE
6 1/2	3 1/4	12	WIRE
7	3 1/2	12	WIRE
7 1/2	3 3/4	12	WIRE
8	4	12	WIRE
8 1/2	4 1/4	12	WIRE
9	4 1/2	12	WIRE
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126	63	12	





**EXHIBIT B**

APPROVED MAP LAYOUT

