INTERLOCAL AGREEMENT
SE DIXIE HIGHWAY (SE 6TH STREET TO SE 5TH STREET) AND
SE FLORIDA STREET (SE JOHNSON AVENUE TO SE DIXIE HIGHWAY) SIDEWALK EXTENSION
FDOT FM# 441567-1-58-01

This INTERLOCAL AGREEMENT ("Agreement"), dated _____, 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 CITY OF STUART, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (the "CITY").

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat., known as the Florida Inter-Local 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 COUNTY, on behalf of the CITY, has been approved for Florida Department of Transportation ("FDOT") Transportation Alternatives Program ("TAP") funding for a project located within the CITY in the amount of $302,955.00 for sidewalk construction at SE Florida Street from SE Johnson Avenue to CR-707/Dixie Highway and CR 707/Dixie Highway from SE 5th Street to SE 6th Street ("PROJECT"); and

WHEREAS, the CITY has agreed to be solely responsible for all grant administration and PROJECT construction costs and expenses, including but not limited to, maintenance of the PROJECT and will also select and contract for Construction Engineering and Inspection ("CEI") for the PROJECT; and

WHEREAS, in accordance with all applicable Federal, State and COUNTY requirements, the COUNTY will obtain bids, utilizing a unit price and quantity bid document, and enter into a Contract for the goods and services required for the construction of the PROJECT; and

WHEREAS, the COUNTY and CITY have agreed to cooperate in the implementation of the PROJECT whereby the COUNTY utilizes its Local Agency Program ("LAP") certification and eligibility to participate in the FDOT's Local Agency Program grant program on the CITY's behalf; and

WHEREAS, the CITY has retained the services of Culpepper & Terpening, 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.A. The PROJECT shall be implemented in accordance with the plans to be developed by the Design Engineer in accordance with all grant requirements which will be submitted for COUNTY Staff review and then, following COUNTY Staff approval, will be made a part hereof as Exhibit "A" to this Agreement.

1.B. The COUNTY will advertise 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 the lowest responsible, responsive bidder in accordance with all applicable Federal, State and County procurement laws and regulations.

2.A. The CITY will, in accordance with Section 287.055, Fla. Stat., Consultant's Competitive Negotiations Act ("CCNA"), as well as CITY policies, solicit Requests for Qualifications for CEI services which are required for contract administration, inspection, and materials sampling and testing for the PROJECT.

2.B. The CITY acknowledges and agrees that it will be solely liable to the COUNTY for all costs associated with the PROJECT. The PROJECT costs are estimated at three hundred two thousand, nine hundred fifty-five dollars ($302,955.00). Prior to the COUNTY's issuance of a Notice to Proceed to the Contractor, the CITY agrees to provide: 1) the total Bid Award, including a fifteen percent (15%) contingency amount; and 2) twenty-one thousand, ninety dollars ($21,090.00) non-refundable Contract Administration Fee outlined in Exhibit "B" to this Agreement. COUNTY agrees to place funds designated for outside contract payments in a separate account from which invoices for the PROJECT shall be paid.

2.C. The COUNTY shall promptly review any and all Contractor's invoices submitted in connection with the PROJECT and either approve or disapprove in accordance with the Local Government Prompt Payment Act §218.70 et. seq Fla. Stat. Upon approval of the invoices by both parties, the COUNTY will issue payment.

2.D. Any construction change orders requested by CITY to the PROJECT shall be made in writing to the COUNTY. CITY agrees to be responsible for the cost of any such change order. If the COUNTY does not approve a CITY requested change order, the parties agree to comply with the dispute resolution procedure outlined in Paragraph 4 herein. The parties agree that all change orders requested by Contractor, shall be submitted to the COUNTY by the Contractor. COUNTY and CITY shall promptly review such change order request and if approved, the COUNTY shall issue such change order to the Contractor. CITY agrees to be responsible for the total cost of any such change order. Within 15 days of issuance of a change order which exceeds the 15% contingency originally provided to the COUNTY, the CITY shall provide a check in the amount of the change order to the COUNTY.

2.E. COUNTY shall file on CITY's behalf any reimbursement authorized by FDOT and COUNTY under the terms of the LAP Grant Agreement FM# 441567-1-58-01. Upon final reimbursement from FDOT, the COUNTY shall remit to the CITY the total grant reimbursement received from FDOT plus any unused outside Contractor funds paid by the CITY to COUNTY less the non-refundable Contract Administration Fee.

3. CITY agrees that it shall be solely responsible for maintenance, replacement, and repair of the enhancement project (including, but not limited to, all landscaping, irrigation, signage, fencing, guardrail and handrail) and that COUNTY shall have no responsibility for maintenance, replacement, and repair of the PROJECT. The CITY shall continue to maintain the standard elements of the roadway (pavement, curb, drainage, and sidewalks). The CITY agrees that such maintenance shall be in accordance with Section 116, Title 23 U.S.C.

4. Disputes under this Agreement may be resolved by the COUNTY's Authorized Representatives and the CITY'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 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.

5. COUNTY and CITY agree to hold project meetings on a weekly basis with the Contractor. The CITY's costs to attend required meetings are the responsibility of the CITY.

6. 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.

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

8. 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.

9. 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.

10. 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

CITY:

City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Required Copy to:

City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

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.

11. The Project Manager for the CITY of Stuart is Timothy Voelker, PE, City Engineer, 121 SW Flagler Avenue, Stuart, FL 34994, telephone number (772) 288-1292. The Project Manager for the COUNTY is George Dzama, P.E., Public Works Department, 2401 SE Monterey Road, Stuart, FL 34996, telephone number (772) 463-2837.

12. Unless otherwise terminated as provided herein, this Agreement shall continue in perpetuity unless terminated upon the mutual agreement of the parties.

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 E. JENKINS II
CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
SARAH W. WOODS
COUNTY ATTORNEY

ATTEST:

CITY OF STUART, FLORIDA

_____
MARY KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
MICHAEL J. MORTELL
CITY ATTORNEY

EXHIBIT A

APPROVED CONSTRUCTION PLANS

EXHIBIT B

MARTIN COUNTY PUBLIC WORKS DEPARTMENT

CONTRACT ADMINISTRATION FEE SCHEDULE			
Contract Position	**Billable Hours**	**Rate**	**Project Cost**
Budget & Finance	65	$ 20.00	$ 1,300.00
County Attorney	5	$ 200.00	$ 1,000.00
Administrative Asst III	20	$ 18.00	$ 360.00
Inspector	48	$ 75.00	$ 3,600.00
Project Manager (RCS)	118	$ 90.00	$ 10,620.00
Project Manager	12	$ 90.00	$ 1,080.00
Sr. Project Manager	8	$ 110.00	$ 880.00
Sr. Project Engineer	15	$ 150.00	$ 2,250.00
	Total Projected Fee*		**$ 21,090.00**

*Fee includes manhours and expenses paid during pre-construction, construction, and post-construction phases

Estimated Project Cost	$ 369,488.25

TOTAL CONTRACT ADMINISTRATION FEE **$ 21,090.00**