

**INTERLOCAL AGREEMENT
NORTH SECOND STREET IMPROVEMENTS**

THIS AGREEMENT dated this _____ day of _____ 20____, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation, hereinafter referred to as the "City", and **FORT PIERCE UTILITIES AUTHORITY**, hereinafter referred to as "FPUA" and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County."

WHEREAS, the North Second Street Project involves a partnership between the City, FPUA and the County to construct the roadway improvements on North Second Street. Project funding is being provided by the State FDOT in the form of grant contracts; and,

WHEREAS, North Second Street is the primary access road into the Port of Fort Pierce Operations Area. The road provides access to most of the existing businesses located at the Port, as well as access to the undeveloped properties with deep-water frontage. The primary commercial and industrial users of the Port of Operations Area all use North Second Street to access their property; and

WHEREAS, North Second Street is a City-owned and maintained right-of-way. The underground utilities are owned and maintained by FPUA including water mains, sanitary sewer system, sanitary sewer lift stations, natural gas mains, and electrical systems; and

WHEREAS, the Project involves total reconstruction of North Second Street, including relocation and upgrading of all existing utilities and construction of a new stormwater management system. The utilities that will be relocated and upgraded include water mains, sanitary sewer system, sanitary sewer lift stations, natural gas mains and electrical systems. The road construction will include new pavement, curb and gutter, sidewalks, stormwater collection system, detention ponds, landscaping and streetlights; and

WHEREAS, according to Chapter 98-497, Laws of Florida, St. Lucie County Board of County Commissioner is the Port Authority and is the entity responsible for preparation of the Port Master Plan. State Seaport funding is available to St. Lucie County acting as the Port Authority for the Port of Fort Pierce; and

WHEREAS, Port grants were obtained from the Florida Seaport Transportation and Economic Development (FSTED) Council for the construction of the North Second Street Project. The grant contracts are administered through the Florida Department of Transportation (FDOT), and the County must administer the funds as the Local Sponsor and as the Port Authority; and

WHEREAS, the engineering and construction plans have been prepared by Taylor Engineering, Inc. Construction funds are currently available in the following amounts hereinafter referred to as the "approved budget"

St. Lucie County Port Budget	\$2,500,000
FDOT Grant Funds	\$2,500,000
FPUA Utility Funds	<u>\$1,966,000</u>
Total	\$6,966,000

WHEREAS, the purpose of this Agreement is to identify the responsibilities of each party and to allow for the exchange of funds between the entities during the project construction and implementation; and

WHEREAS, FPUA has requested that the County include the FPUA's utility relocation as part of the County's projects; and

WHEREAS, the County had agreed to include FPUA's proposed utility relocation as part of the County's project subject to the terms of this Agreement, including reimbursement.

NOW, THEREFORE, IT IS AGREED as follows:

1. **General.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act.

2. **Project Construction.** The recitals set out above are incorporated herein, the County agrees to construct the project, including FPUA's utility construction, contingent upon the County acquiring strips and/or parcels of land required to construct the project and relocations within the proposed new right-of-way and contingent upon the County being able to construct the project within the approved budget.

3. **Utility Relocation Plans Prepared by FPUA.** The plans, drawings, and specifications for FPUA's utility construction prepared by FPUA shall be subject to the review and approval of the County within ten (10) business days from receipt of plans. Specifications for construction shall be in compliance with St. Lucie County, FPUA Construction Standards and Specifications, State of Florida Department of Transportation Standards and Specifications and all other appropriate regulatory standards. FPUA agrees to provide a reproducible copy of the approved utility construction plans and specifications to the County. Similarly, the County will provide the FPUA with 60%, 90% and 100% Project Design Drawing releases in an electronic AutoCAD format.

4. **Contract Award.** The County intends to bid the construction of the project, including FPUA's utility construction, and award the bid to a single contractor who is the lowest responsible bidder as determined by the County in accordance with the County's bid documents. The County agrees to include FPUA's utility construction as a separate bid alternate in the County's bid documents so that the cost of the FPUA's construction will be separately identified. The County agrees that the award of the contract for the bid alternate for FPUA's utility construction is subject to the approval of FPUA. The FPUA shall provide written notification to the County within ten (10) days after receipt of the price of the bid alternate from the lowest responsible bidder of the FPUA's decision regarding whether the price for the bid alternate is acceptable to the FPUA. If the bid alternate is not acceptable to the FPUA, then the FPUA will be responsible for retaining a contractor to perform the utility construction within the time frame established by the County's construction engineering consultant as part of the overall project schedule. If the FPUA's utilities are not constructed within the time established by the County's construction engineering consultant, then the FPUA will be responsible for delay damages incurred by the County's Contractor.

5. **Contract Administration.** In the event of bid award and approval of the contract including the utility construction, the parties agree that the County shall be the contracting agency and shall be responsible for administration of the contract. FPUA agrees to reimburse the County for the cost of constructing the FPUA's utility construction. Additional expenditures for the utility construction shall be subject to approval by the County and FPUA. In processing requests for reimbursements, the County shall forward copies to FPUA of all invoices received from the County's contractor in sufficient detail for audit purposes. Upon receipt of all Invoicing, Approved Utility As-builts, Assignment of Warranty for said Utility Work, and a Bill of Sale consistent with the invoiced quantities and

as-builts, FPUA will approve final payment for water and wastewater utility construction to contractor.

6. **Contract Inspection.** The parties agree that the City shall perform the construction inspection of the project to determine whether the Contractor has properly constructed the project in accordance with the approved plans. FPUA shall perform the construction inspection of the water, wastewater, electric, and natural gas utility work. The parties agree that FPUA shall be notified of all dates and times of all utility inspections and shall be present for said inspections and shall report to the City and the County and/or their agents any observed deficiencies as work progresses. The parties agree that the City shall provide all utility-related shop drawings to FPUA. FPUA and the City shall provide a representative with authority to authorize field changes. The parties agree that any field changes to the utility relocation plans shall be subject to the approval of FPUA and the City within forty-eight (48) hours from the date that written notice of any proposed change is received. For the purpose of this Agreement, construction inspection shall include resident project services, contract administration, engineering services during construction, utility coordination, and certification by all appropriate agencies.

7. **Ownership and Maintenance Responsibility Upon Completion; Stormwater Certification.** The City will be the entity responsible for ownership and maintenance of the completed roadway and stormwater improvements, including detention ponds. FPUA will be the entity responsible for ownership and maintenance of the completed utility improvements, including water, sewer, natural gas and electrical. At the completion of construction, all property that was acquired by the County for purposes of North Second Street right-of-way or for use as stormwater detention ponds shall be conveyed to the City. The City will be responsible to certify the stormwater system for final acceptance in accordance with the South Florida Water Management District (SFWMD) permit requirements.

8. **Amendment.** This Agreement may only be amended by a written document signed by all parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

9. **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier services, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

As to the County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, Florida 34982

As to the City:

Fort Pierce City Manager
City Hall
100 N. US 1
P.O. Box 1480
Fort Pierce, FL 34954

With a copy to:

Fort Pierce City Attorney
City Hall
100 N. US 1
P.O. Box 1480
Fort Pierce, FL 34954

As to the FPUA:
Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, Florida 34948

With a copy to:
R.N. Koblegard, III
P.O. Box 3191
Fort Pierce, Florida 34948

Or to such other address as any party may designate by notice complying with the terms of this Section. Each notice shall be deemed delivered: (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph, (c) on the date of transmission with confirmed answer back, and (d) 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 deliverable, as the case may be, if mailed.

9. **Filing; Effective Date.** This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

IN WITNESS WHEREOF: The parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

ATTEST:

DEPUTY CLERK

DATE: _____

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY: _____
CHAIR

**APPROVED AS TO FORM AND
LEGAL CORRECTNESS**

BY: _____
COUNTY ATTORNEY

ATTEST:

CITY CLERK

DATE: _____

CITY OF FORT PIERCE, FLORIDA

BY: _____
MAYOR

DATE: _____

**APPROVED AS TO FORM AND
LEGAL CORRECTNESS**

BY: _____
CITY ATTORNEY

ATTEST:

SECRETARY
(FPUA SEAL)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
CHAIRMAN

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
FPUA ATTORNEY

DATE: _____