

C25-01-014

**Funding Agreement
Delaware Avenue Intersection Improvement Project**

THIS AGREEMENT, made this 10 day of December, 2024, between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**County**", and the **FORT PIERCE REDEVELOPMENT AGENCY**, a dependent special district of the City of Fort Pierce, a municipal agency of the State of Florida, hereinafter called the "**FPRA**".

WITNESSETH

WHEREAS, the County is proposing to rehabilitate the intersection of Delaware Avenue and 33rd Street and resurface a portion of Delaware Avenue known as "Delaware Avenue Intersection Improvement Project" (or the "Project") at a location depicted on Exhibit "1"; and,

WHEREAS, the County has requested that the FPRA provide funding to assist in the construction and development of the Project; and,

WHEREAS, the FPRA is willing to enter into this Agreement with the County to assist the County in funding the construction and development of the Project.

NOW, THEREFORE, in consideration of their mutual promises made herein, the parties mutually agree as follows:

1. **Reimbursement Grant.** The FPRA shall provide the County with a reimbursement grant (the "Grant"), in the total amount of two hundred fifty thousand and 0/100 no dollars (\$250,000.00). The parties agree that these Grant funds shall only be used for costs to engineer, design, permit, inspect, and construct the Project, and shall not be used for internal administrative costs or debt service expenses. A description of the proposed potential capital improvements to the Project is attached to and made a part of this Agreement as Exhibit "2". The design survey and construction documents for the proposed capital improvements shall be made in accordance with the Scope of Services attached to and made a part of this Agreement as Exhibit "3". Grant payments shall be reimbursed to the County based on documented costs provided by the County. In processing requests for reimbursements, the County shall forward copies to the FPRA of all invoices received from the County's consultant or contractor in sufficient detail for audit purposes. The FPRA shall reimburse the County within thirty (30) days of receipt of requests for reimbursement.

2. **Annual Reports.** Upon expending the FPRA's grant funds, the County shall provide the FPRA an annual report indicating how the Grant funds have been expended. The initial report shall be delivered to the City Manager, or designee, on or before February 1 of the initial year of grant expenditures and continue on February 1 every year thereafter through the completion of the project.

3. **Project Completion Date; Termination.** The County agrees to encumber the Grant funds to pay for the Project by October 1, 2025. Either party may terminate this Agreement earlier, with cause, upon thirty (30) days written notice to the other party and failure of the other party to cure the default. The County shall reimburse the FPRA for all Grant funds that were not used as required by this Agreement, as of the date of termination notice. This provision shall survive the termination of this Agreement.

4. **Right of Audit; Reimbursement.** The County gives the FPRA the right, until the expiration of three (3) years after expenditure of Grant funds under this Agreement, to audit the use of the Grant monies. Upon reasonable demand, the FPRA shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the County involving transactions related to these Grant funds. All required records shall be maintained until an audit is completed and all questions arising there from are resolved, or until the expiration of three (3) years after the expenditure of the Grant Funds. In the event an audit determines that the County used the Grant funds in violation of this Agreement, the County agrees to reimburse the FPRA for the amount of the funds improperly used within 30 days of demand by the FPRA.

5. **Indemnity.** The County is responsible for ensuring that Grant funds are spent in accordance with Florida Law. To the extent allowed by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the County agrees to indemnify and hold harmless the FPRA, its officers, employees, and agents of and from all liabilities, damages, claims, recoveries, costs and expenses in any way arising out of the receipt or expenditures of these Grant funds by the County.

6. **Compliance with Law; Permits.** The County agrees to comply with all permitting, local, state, and federal laws, rules and regulations. The County shall obtain all required state and federal permits related to wetlands and wildlife habitat.

7. **Identification.** The County agrees that plaques or other like monumentation constructed as a component of the Project shall include the FPRA's logo.

8. **Notice.** Any notice shall be in writing and sent registered or certified mail, postage and charges prepaid, and addressed to the parties at the following address:

County:	St. Lucie County Administrator Admin Annex, 3 rd Floor 2300 Virginia Avenue Fort Pierce, Florida 34982	Copy to:	St. Lucie County Attorney Admin Annex, 3 rd Floor 2300 Virginia Avenue Fort Pierce, Florida 34982
FPRA:	City Manager City of Fort Pierce 100 N. U.S. Highway 1 Fort Pierce, FL 34950	Copy to:	City Attorney City of Fort Pierce 100 N. U.S. Highway 1 Fort Pierce, FL 34950

9. **Amendment; Modification.** No amendment, modification or waiver of this Agreement shall be valid or effective unless in writing and signed by both parties and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

10. **Binding.** Except as otherwise provided, this Agreement shall be binding upon and shall inure to the benefit of the parties. This Agreement is not intended to benefit third parties who are not part of this Agreement.

11. **Resolution of Disputes.** In the event of a dispute between the parties in connection with this Agreement, the parties agree to try to resolve the issues in good faith pursuant to the conflict resolution procedures provided by the Florida Conflict Resolution Act, Chapter 164, Florida Statutes. The results of the conflict resolution or any testimony or argument introduced in the conflict resolution shall not be admissible as evidence in any subsequent proceeding concerning the disputed issues.

12. **Entire Agreement; Venue.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims that are justiciable in federal court.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

14. **Cooperation.** Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed or withheld.

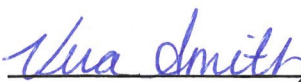
15. **Rights Cumulative.** All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

16. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.


IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials as of the day and year first written above.

ATTEST:

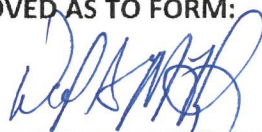
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA


DEPUTY CLERK



BY: 
CHAIR

APPROVED AS TO FORM:

BY: 
COUNTY ATTORNEY

FORT PIERCE REDEVELOPMENT AGENCY

ATTEST:

Linda W. Coy
CLERK

BY: Linda Hudson
CHAIR

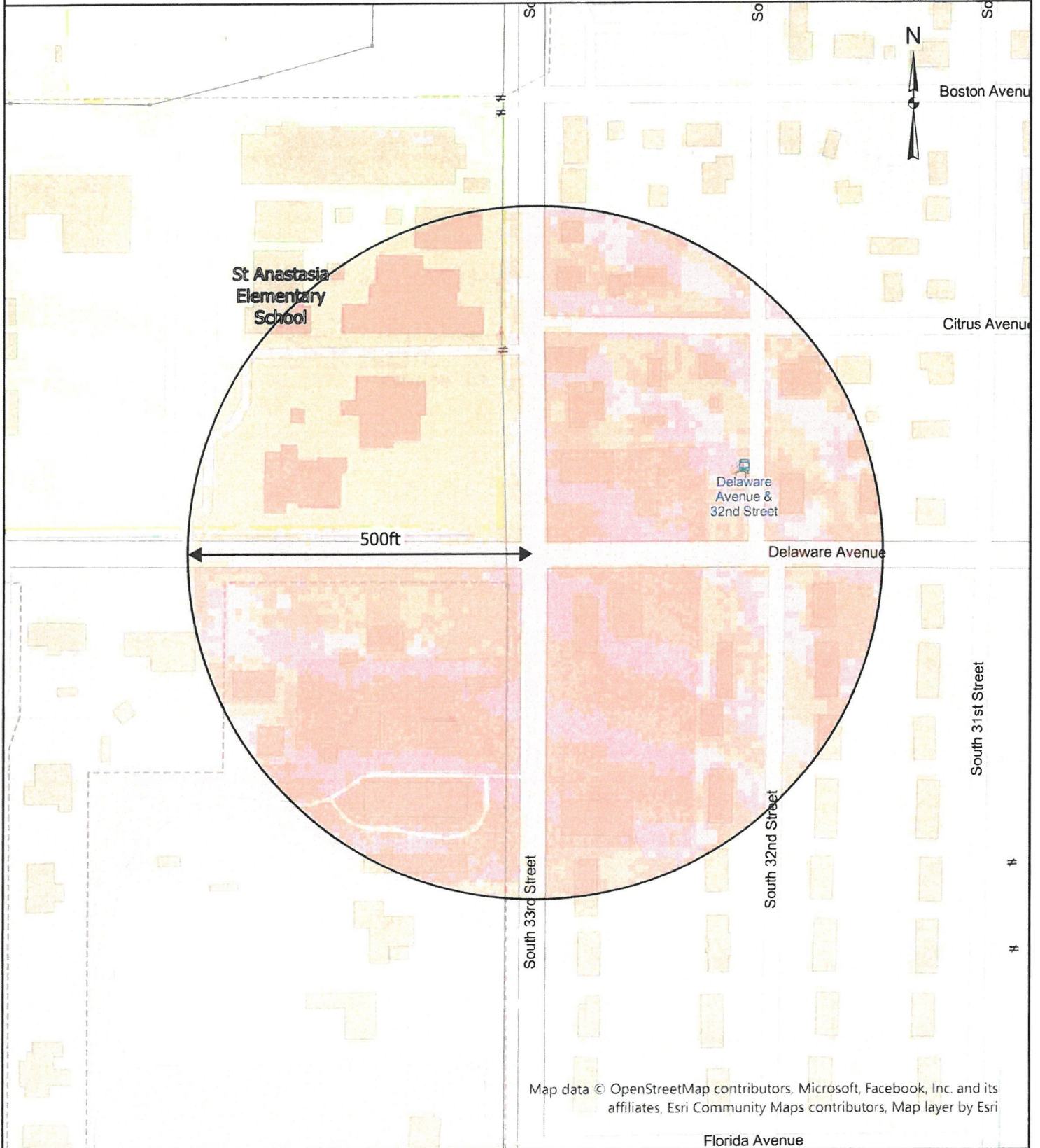
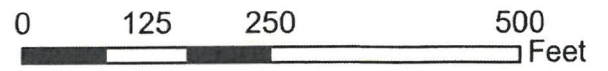
APPROVED AS TO FORM:

BY: [Signature]
CITY ATTORNEY

Interlocal Funding Agreement
Delaware Avenue Intersection
Improvement Project



Exhibit "1"



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

Florida Avenue

Interlocal Funding Agreement
Delaware Avenue Intersection Improvement Project
Exhibit “2”

Proposed Potential Capital Improvements:

1. Reconstruction of the existing paving and drainage at the Delaware Avenue and South 33rd Street intersection extending up to 500 linear feet along all four roadway approaches to the subject intersection to remove the existing adverse vehicular geometric conditions.
2. Pedestrian facilities at the intersection meeting current design standards.
3. Pedestrian signal poles, signal heads, detectors, conduit, and pull boxes to support the additional pedestrian phase movements associated with the southbound and eastbound approaches to the intersection meeting current County, City of Ft. Pierce and FDOT design standards.
4. Signage and pavement markings meeting current design standards.



June 28, 2024

Patrick Dayan, P.E.
St. Lucie County Public Works Department
2300 Virginia Avenue
Ft. Pierce, FL 34982
772-462-1485

RE: 33rd Street & Delaware Avenue Intersection Improvements

Dear Mr. Dayan,

We are pleased to submit to you this proposal for scope of services associated with developing construction documents to support the reconstruction of the above identified intersection to remove the existing adverse vehicular geometric conditions and to provide pedestrian facilities that meet current design standards. This proposal includes professional consulting services consisting of topographic design survey and construction document/design. Please find attached the project scope of services, workplan estimate, and fees based upon our project understanding.

We appreciate this opportunity to work with St. Lucie County and look forward to participating in this project. Should you have any questions, please feel free to contact me at 772-794-4083.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Brian A. Good".

Brian A. Good, P.E.
Senior Vice President

EXHIBIT A**SECTION I - PROJECT DESCRIPTION AND SCOPE**

Professional consultant services are requested for the preparation of a design survey and construction documents associated with reconstructing the existing signalized intersection to remove the adverse east/west vehicular roadway geometry and to provide pedestrian facilities that meet current design standards.

SECTION II - COUNTY OBLIGATIONS

The COUNTY agrees to provide (in a timely manner) the following material, data, or services as required in connection with the work to be performed under this Agreement; all of which information the Consultant may use and reasonably rely upon:

- A. Provide the Consultant with a copy of all previously conducted studies, geotechnical investigations, preliminary data or reports available, existing location surveys, topographic surveys, and related documents.

SECTION III - SCOPE OF SERVICES

The Consultant agrees to perform professional roadway design and related services in connection with the project as required and set forth in the following:

A. General:

1. The Consultant will endeavor not to duplicate any previous work done on the project. After issuance of written authorization to proceed, the Consultant shall consult with the COUNTY to clarify and define the COUNTY'S requirements for the project and review available data.
2. The Consultant will attend conferences with the COUNTY and its representatives upon reasonable request.
3. In order to accomplish the work described under this work order in the time frames and conditions set forth, the Consultant will observe the following requirements:
 - a. The Consultant will complete his work on the project within the time allowed by maintaining an adequate staff of registered engineers, draftsmen, and other employees on the work.
 - b. The Consultant will design the project in such a manner as to be in reasonable conformance with applicable federal, state and local laws, and shall comply with the Florida Department of Transportation's (FDOT) Plans Preparation Manual Design Criteria latest edition. The Consultant may utilize design criteria established in the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways upon receiving COUNTY concurrence.

- c. The Consultant will prepare all necessary sketches and completed application forms to accompany the COUNTY'S applications for required federal, state, or local permits.
 - d. The Consultant will cooperate with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.
 - e. The Consultant will send a complete preliminary set of construction plans to any city, county, state, regional or federal regulatory agency from which a permit or other approval is required prior to final approval of the design by the County Engineer, and will coordinate the project design with all applicable agencies.
 - f. The Consultant will contact all known utility companies having installations in the immediate vicinity of the proposed work and consider relocation of utilities, if necessary. The Consultant will provide the COUNTY with necessary information relative to required utility adjustments, relocations and installations and will show all known existing utilities on the final design plans. Design modifications to existing utility lines, if necessary, may be negotiated by a separate agreement.
4. Compensation to the Consultant for basic services shall be in accordance with Section IV – Compensation, of this Agreement, as mutually agreed upon by the Consultant and COUNTY.

B. Design Topographic Survey:

The Consultant shall provide design topographic survey services necessary to support and facilitate contemplated design associated with this project. This task will consist of the preparation of digital base map topographic surveys in accordance with the Standard of Practice for Surveying and Mapping in Chapter 5J-17, Florida Administrative Code, pursuant intent of the Florida Minimum Technical Standards set forth by the Florida Board of to Section 472.027, Florida Statutes. The survey will include:

- 1. Establishment of a project wide Horizontal Control Network within the PROJECT LIMITS, which will include setting three (3) control points (nails, rebar with cap, etc.) on the baseline of survey (centerline R/W). The Horizontal coordinate system will be based on the Florida State Plan Coordinate System, Florida East Zone, NAD 83/90 datum.
- 2. Establishment of a project wide Vertical Control Network within the PROJECT LIMITS, which will include setting two (2) Benchmarks based upon N.A.V.D. 88 Datum published benchmarks provided by the County.
- 3. Research and analysis of existing right of way information (to include Abstracts or Title Searches as provided by COUNTY) sufficient to delineate the existing rights-of-way for 33rd Street and Delaware Avenue within the project limits.
- 4. Provide design topographic survey that will extend 500 linear feet along all four (4) roadway approaches to the subject intersection. Topographic survey data will be collected 15 feet beyond the existing roadway rights-of-way, including major topographic grade breaks, culvert inverts, size, type, etc. within the PROJECT Limits described above.

C. Construction Documents:

Construction documents shall consist of the following:

PHASE SUBMITTALS	30%	60%	90%	100%
Cover Sheet (Location map, Project Length, Engineer of Record)	P	C	C	F
Summary of Pay Items		P	C	F
Typical Sections	P	C	C	F
Summary of Quantities & General Notes	P	C	C	F
Horizontal and Vertical Control Sheets (Benchmarks, Reference Points, Section Corners)		P	C	F
Plan and Profile Sheets (40 scale)	P	C	C	F
Special Details		P	C	F
Cross Sections at 50 ft intervals, extending 15' beyond proposed right-of-way (1"=4' Vertically, 1"=20' Horizontally)		P	C	F
Stormwater Pollution Prevention Plans		P	C	F
Signage & Pavement Marking Plans (40 scale double plan)	P (pavement markings)	C	C	F
Construction Cost Estimate and Quantities	P	C	C	F

Notes: P – Preliminary, C – Complete, but subject to change, F - Final

General Construction Plan Requirements:

- Plans shall be prepared on 11" x 17" sheets.
- Plan sheets shall depict existing right-of-way, section lines, property lines, temporary construction easements, and centerline of construction. Horizontal control points with state plane coordinates for all PC's, PT's, curve radius, curve length and horizontal PI's shall be included on the Plan or summarized in an alignment table.
- Plans shall include spot grades adequate to describe any proposed grading.
- All plan view improvements will be supported with raster aerial imagery. All raster imagery will be provided by the COUNTY.
- Match lines shall not be located within the limits of an intersection.

- If applicable, soil boring information shall be plotted on cross sections with soil classification and high season water table.
- All quantities shall reference FDOT Pay Item Numbers. Any pay item numbers that deviate from FDOT naming convention shall have a letter following the respective number to indicate a modification.
- All details shall reference FDOT Index Numbers.
- All specifications shall reference to FDOT Specifications for Road and Bridge Construction, 2024 edition. Any deviations to these specifications are considered special specifications and required to be identified in the Technical Specifications.
- Initial, interim and Final Plan Submittal shall include the following:
 - i. Three (3) Sets of Signed and Sealed Plans.
(2-half size and 1 full size)
 - ii. One (1) Opinion of Probable Construction Cost
 - iii. Digital Submittals with drawings in PDF and coordinate correct CADD format.
 - iv. The Consultant will provide construction documents and calculations in sufficient quantity as required by the various reviewing agencies.

The plans will be prepared based upon English units. Design will be conducted in MicroStation and Geopak format.

D. Signing and Pavement Marking Plans:

Signing and Pavement Markings will be included within the Construction Document plan sheets. Quantities will be provided in the Summary of Pay Items sheet. All signing and pavement markings are to be prepared in accordance with the latest design standards and practices (MUTCD), FDOT Standard Specifications, Indexes, and shall be accurate, legible, and complete in design.

E. Signalization Modifications:

Traffic signal modification plans will be developed to support the additional pedestrian phase movements associated with the southbound and eastbound approaches to the 33rd Street and Delaware Avenue intersection. It is understood that the proposed signalization improvements will be designed to meet current COUNTY, City of Ft. Pierce and FDOT standards. The plans will include the design and layout of proposed pedestrian signal poles, signal heads, detectors, conduit, and pull boxes.

The plans will include all call outs, controller timing chart, signal head details, controller notes, signal operating plan, and tabulation of quantities. The set of plans will include the following sheets: key sheet; tabulation of quantities; general notes, and plan sheet.

EXHIBIT B
COMPENSATION

The COUNTY agrees to pay and the Consultant agrees to accept for services rendered pursuant to fees in accordance with the following:

- A. Professional Services Fee: The basic compensation mutually agreed upon by the Consultant and the COUNTY shall follow the Roadway and Intersection Design Professional Services Contract C22-11-1011:

Hourly not-to-exceed Tasks

<u>Task Description</u>	<u>Fee</u>
Topographic Design Survey	\$ 10,050
30% Construction Documents	\$ 15,400
60% Construction Documents	\$ 16,105
90% Construction Documents	\$ 10,820
100% Construction Documents	\$ 4,160
Utility Coordination	\$ 3,420
Signalization Modifications	\$ 20,675
<u>Grand Total</u>	<u>\$ 80,630</u>

EXHIBIT C

SCHEDULE

Upon authorization to proceed by the COUNTY, final design documents are expected to take approximately six (6) months from the Notice to Proceed (NTP).

NTP	contingent upon BOCC approval
30% Design Drawings	2 months following NTP
60% Design Drawings	4 months following NTP
90% Design Drawings	5 months following NTP
100% Design Drawings	6 months following NTP

All work will be completed no later than June 1, 2025