

RESOLUTION NO. 87-73

FORM 723-48  
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
DIVISION OF PRECONSTRUCTION AND DESIGN  
COUNTY RESOLUTION  
UTILITY RELOCATION AGREEMENT

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.
78	010	6526	5	St. Johns	1 (R/W N/A)

A RESOLUTION AUTHORIZING EXECUTION OF AN UTILITIES AGREEMENT FOR THE ADJUSTMENT, CHANGE OR RELOCATION OF CERTAIN UTILITIES WITHIN THE RIGHT-OF-WAY LIMITS HEREAFTER DESCRIBED, AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 87-73

ON MOTION OF Commissioner Waldron, seconded by Commissioner Hartley, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or reconstruct a part of State Road 5,

AND WHEREAS, in order for the State of Florida Department of Transportation to further and complete said project, it is necessary that certain utilities and/or facilities within the Right-of-Way limits of said State Road 5 be adjusted, changed or relocated,

AND WHEREAS, the State of Florida Department of Transportation having requested the County of St. Johns, Florida, to execute and deliver to the State of Florida Department of Transportation an Utilities Agreement, agreeing to make or cause to be made such adjustments, changes or relocations of said utilities and/or facilities as set out in said Agreement, and said request having been duly considered,

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of St. Johns, Florida, that the Chairman and Clerk of the Board of County Commissioners be and are hereby authorized to make, execute and deliver to the State of Florida Department of Transportation an Utilities Agreement for the adjustment, change or relocation of certain utilities within the Right-of-Way limits of said State Road 5 Section 78010-6526;

BE IT FURTHER RESOLVED that this Resolution be forwarded to the State of Florida Department of Transportation at Tallahassee, Florida.

INTRODUCED AND PASSED by the Board of County Commissioners of St. Johns County, Florida, in regular session, this 14th day of April, 1987

BY: Phyllis L. Lydon  
Chairman of the Board of County Commissioners  
St. Johns County, Florida

ATTEST: Paul G. Marshall  
Clerk of the Board of County Commissioners

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
DIVISION OF PRECONSTRUCTION & DESIGN  
UTILITY RELOCATION AGREEMENT  
(At County Expense)

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.
78	010	6526	5	St. Johns	1 (R/W N/A)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, and the COUNTY OF ST. JOHNS, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the State Highway System designated by the DEPARTMENT as Job No. 78010-6526, Road No. 5 ~~between~~ 4000' south of ~~and~~ State Road 207 which shall call for the relocation of the COUNTY'S facilities along, over and/or under said highway,

AND WHEREAS, the plans for the said construction, reconstruction or other changes to be made, as above described, have been reviewed by the DEPARTMENT and the COUNTY, said above described utility relocation to hereinafter be designated as "Relocation Work,"

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The COUNTY agrees to make or cause to be made all arrangements for necessary adjustment or changes of its facilities where located on public property at COUNTY'S own expense and in accordance with the provisions of Rule 014-46.01 "Utility Accommodation Guide," Florida Administrative Code, dated May 4, 1970; any supplements or revisions thereof as of the date of this Agreement, which, by reference hereto, are made a part of this Agreement; and the plans, designs and specifications of the DEPARTMENT for the construction or reconstruction of said portion of the State Highway System, prior to the advertising for bid on said project. The COUNTY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COUNTY, all under the direction of the DEPARTMENT'S engineer.

2. The COUNTY further agrees that said adjustments, changes or relocation of facilities will be made by the COUNTY with sufficient promptness so as to cause no delay to the DEPARTMENT or its

contractor in the prosecution of such construction or reconstruction work; provided, however, that the COUNTY shall not be responsible for delay beyond its control; and that such "Relocation Work" will be done under the direction of the DEPARTMENT'S engineer; and the COUNTY further agrees that in the event the changes, adjustments or relocation of such facilities or utilities are done simultaneously with the construction project, that it will be directly responsible for handling of any legal claims that the contractor may initiate due to delays caused by the COUNTY'S negligence; and that the COUNTY will not proceed with the "Relocation Work" with its own forces nor advertise nor let a contract for such work until it has received the DEPARTMENT'S written authority to proceed.

3. The COUNTY further agrees that it will maintain and keep in repair, or cause to be maintained and kept in repair, all of such adjusted, changed or relocated COUNTY owned or operated facilities or utilities within the right of way of said portion of the State Highway System; and to comply with all provisions of the law, including Rule 014-46.01.

4. The DEPARTMENT agrees to furnish the COUNTY with all necessary highway construction plans that are required by the COUNTY to facilitate the COUNTY'S "Relocation Work."

5. The DEPARTMENT further agrees that the COUNTY may relocate its facilities upon the State's right of way, according to the terms of the standard permit required by the State Statutes for occupancy of public rights of way, and all published regulations lawfully adopted by the DEPARTMENT as of the date of this Agreement.

6. It is mutually agreed that the COUNTY'S plans, maps or sketches showing any such facilities or utilities to be adjusted, changed, or relocated are made a part hereof by reference.

7. The COUNTY further agrees to indemnify, defend, and save harmless and exonerate the DEPARTMENT of and from all liability, claims, and demands for contractual liability rising out of the work undertaken by the COUNTY, its employees, agents, representatives, or its subcontractors due in whole, or in part, to conditions, actions, or omissions done or committed by the COUNTY; or its subcontractors, its employees, agents, representatives, or its subcontractors. It is specifically understood and agreed that this indemnification agreement does not cover nor indemnify the DEPARTMENT for its own negligence or breach of this contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and their officials seals hereto affixed the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_ (SEAL)  
Director, of Preconstruction and Design

ATTEST: \_\_\_\_\_  
Executive Secretary

St. Johns COUNTY, FLORIDA

BY: *Phyllis L. Lydon* (SEAL)  
(Title: Chairman, County Commission)

ATTEST: *Carol B. Marshall*  
Clerk of Circuit Court

Approved as to Form, Legality and Execution  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Assistant Attorney