

RESOLUTION NO. 2010 - 160

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS ASSOCIATED WITH AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE PONTE VEDRA MUNICIPAL SERVICE DISTRICT, CONCERNING CONSTRUCTION OF DECORATIVE COLUMNS AND PEDESTRIAN RAILING IN ACCORDANCE WITH ALTERNATE BID NO. 1 OF BID NO. 10-21 CORONA ROAD WEIR ROW SAFETY IMPROVEMENTS AND CHANGE ORDER NO. ONE, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY**

**WHEREAS**, St. Johns County (SJC) has considered entering into an Interlocal Agreement with the Ponte Vedra Municipal Service District (MSD) for construction of decorative columns and pedestrian railing in accordance with Alternate Bid No. 1 of Bid No. 10-21 Corona Road Weir ROW Safety Improvements and Change Order No. One, in Ponte Vedra Beach, Florida.

**WHERE AS**, the MSD's matching participation is in the form of approximately 66.6% of the construction costs, Exhibit "A" attached hereto; and

**WHEREAS**, the County has reviewed the terms and conditions associated with the Interlocal Agreement for construction of decorative columns and pedestrian railing in accordance with Alternate Bid No. 1 of Bid No. 10-21 Corona Road Weir ROW Safety Improvements and Change Order No. One (attached hereto, and incorporated herein); and

**WHEREAS**, the County has determined that executing the Interlocal Agreement with the MSD for construction of decorative columns and pedestrian railing in accordance with Alternate Bid No. 1 of Bid No. 10-21 Corona Road Weir ROW Safety Improvements and Change Order No. One will serve the interests of the County, MSD, and Ponte Vedra Beach Community.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

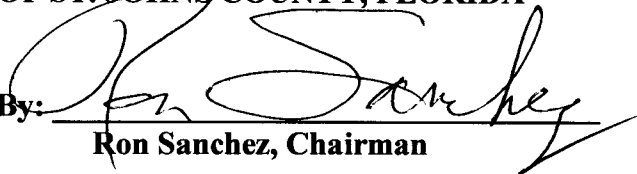
**Section 2.** The Board of County Commissioners hereby approves the terms and conditions of an Interlocal Agreement between St. Johns County, Florida, and the Ponte Vedra Municipal Service District, for the construction of decorative columns and pedestrian railing in accordance with Alternate Bid No. 1 of Bid No. 10-21 Corona Road Weir ROW Safety Improvements and Change Order No. One, Ponte Vedra Beach, Florida and authorizes the County Administrator, or designee, to enter into the Interlocal Agreement, and any other necessary documents, on behalf of the County.

**Section 3.** To the extent necessary, St. Johns County staff may correct typographical errors, and obvious mathematical errors, without further consideration and/or approval of the Board of County Commissioners, so long as neither the cost, nor legal obligations to the MSD increase.

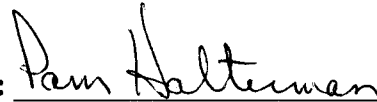
**Section 4.** Once the Interlocal Agreement is executed by both, St. Johns County, and the Ponte Vedra Municipal Service District, the Clerk of the Courts, is instructed to file the executed Interlocal Agreement in the Public Records.

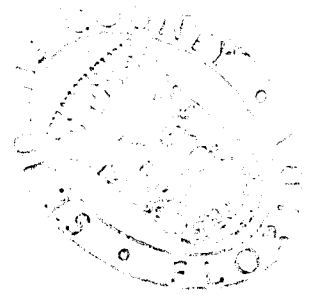
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of August, 2010.

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

By:   
Ron Sanchez, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk



**RENDITION DATE** 8/5/10

INTERLOCAL AGREEMENT  
Ponte Vedra Municipal Service District & St. Johns County  
For The  
Corona Weir Endwall Replacement Project

THIS AGREEMENT, made and entered into this \_\_ day of \_\_\_\_\_ 2010, by and between the Municipal Service District of Ponte Vedra Beach, a municipal corporation, organized under the laws of Florida, hereinafter called "MSD", and St. Johns County, a political subdivision of the State of Florida, hereinafter called "County".

WHEREAS, the County, the MSD, and the area homeowners agree that additional enhancements to the Corona Weir Project are desirable for the area described below.

WHEREAS, the County and the MSD recognize the desire and benefits of working cooperatively to have constructed these enhancements on Corona Road within the area described below.

Where as, the area is described as the Corona Road Lagoon cross-drain between Ponte Vedra Blvd. and Rutile Drive.

WHEREAS, the area is described as the box culvert crossing under Corona Ave., connecting the two lagoons between Rutile Dr. and Ponte Vedra Blvd.

WHEREAS, the County and the MSD have determined that it is in their mutual interests to enter into an Interlocal Agreement, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, Section 163.02, Florida Statutes, authorizes the County and the MSD to enter into this Agreement.

NOW, THEREFORE, in consideration of the above, and based on the covenants contained herein, it is agreed by and between the parties as follows:

- 1) The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.
- 2) When the funds are available, The County and the MSD intend to have constructed, a visually upgraded pedestrian railing and column system spanning the Corona Road Weir Endwall Replacement Project in Ponte Vedra Beach, Florida 32082, and further described below.
- 3) The upgraded pedestrian railing and column system will be located within the County's Right-of-Way on the southerly side of Corona Road further described as Alternate 1 of County Bid No. 10-21 and plans by Stone Engineering "Corona Road Weir R/W Safety Improvements "dated January 25, 2010".
- 4) The project will be constructed according to the terms and conditions of Bid Number 10-21 and Change Order No. One attached hereto as Attachment "A" and incorporated herein by reference. This shall include compliance with all standards of the St. Johns County Land Development Code ("LDC").
- 5) The County hereby agrees that this Agreement shall constitute an Administrative Waiver for the Construction of the improvements within its Right-of-Way, according to section

6.02.06 of the LDC.

- 6) The County agrees to contribute an amount equal to:
  1. Thirty-Three & 4/10 percent (33.4%) of the total contract price for the construction of the improvements as described above. This amount shall equal \$3,420.50.
- 7) The MSD/Residents agree to contribute an amount equal to:
  1. Sixty-six & 6/10 percent (66.6%) of the total contract price for the construction of the improvements as described above. This amount shall equal \$6,820.50.
  2. It is SJC's and the MSD's understanding that local residents will participate with thirty-three & 3/10 percent (33.3%) of the MSD's share of the funding.
  3. See Exhibit "A", copy attached.

These amounts shall be made payable to the County within Thirty (90) days of substantial completion of the project.

- 8) This Agreement can be amended or terminated by mutual agreement of both parties with thirty (30) days written notice. Should this Agreement be terminated, the parties will meet within one week of termination, in order to determine a) what, if any, sums of money are due, to either party, and b) what are the individual responsibilities of the parties with respect to winding up the project. Based on the termination meeting(s), the County and MSD will enter into an Amendment to this Agreement that will set forth the rights, responsibilities, and obligations, of both the County and MSD associated with the termination of this Agreement.
- 9) If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any reason or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.
- 10) This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.
- 11) In light of the scope and rationale for this Agreement, neither the County, nor the MSD may assign, transfer, and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either the County or the MSD assign, transfer, or sell any of the rights noted in this Agreement without such prior express approval of the other party, then notwithstanding any other provision in this Agreement, such action on the part of either the County or the MSD shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.
- 12) Both the County and MSD acknowledge that this Agreement constitutes the complete understanding of both parties. Both the County and MSD acknowledge that any

amendments to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County and MSD. It is expressly noted that any subsequent amendment to this Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida.

- 13) This Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida.
- 14) All notices and other correspondence to the County shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

Darrell M. Locklear, P.E., Assistant County Administrator,  
500 San Sebastian View, St. Augustine, FL 32084

With a Copy to:

St. Johns County Engineering Division  
2740 Industry Center Road, St. Augustine, FL 32084  
Attention: H. P. (Press) Tompkins, Jr., P.E.

- 15) All notices and other correspondence to the MSD shall be delivered, either by hand (receipt of delivery is necessary) or by U.S. Mail to:

Gary Jurenovich, Chairman  
Municipal Service District of Ponte Vedra Beach  
200 Executive Way #208  
Ponte Vedra Beach, FL 32082

**MUNICIPAL SERVICE DISTRICT  
OF PONTE VEDRA**

By: \_\_\_\_\_  
Gary Jurenovich, Chairman  
Board of Trustees  
Municipal Service District of Ponte Vedra

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: Cheryl Strickland

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**ATTACHMENT "A"**

**BID NO.: 10-21**

**OFFICIAL COUNTY BID FORM – Revised 2/17/10  
ST. JOHNS COUNTY, FLORIDA  
LUMP SUM BID PROPOSAL**

**PROJECT:** Corona Road Weir R-O-W Safety Improvements

**TO:** THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS  
COUNTY, FLORIDA

**DATE SUBMITTED:**

**BID PROPOSAL OF**

S.E. Cline Construction, Inc.	18 Utility Dr., Palm Coast, FL 32137	386-446-6426
<small>Company Name</small>	<small>Address</small>	<small>Telephone No.</small>

Gentlemen: Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled for Corona Road Weir R-O-W Safety Improvements, in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bids quoted in this Bid Proposal summarized as follows:

**BASE BID:**

**FOR:** Construction of Corona Road Weir R-O-W Safety Improvements as per plans and specifications.

\$ 444,821.59  
Total Lump Sum Price (Numerical)

Four hundred forty-four thousand eight hundred twenty-one and 59 /100 Dollars  
(Amount written or typed in words)

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder correct bid.

Time of Substantial Completion to be 160 consecutive calendar days from receipt of Notice to Proceed from Owner.

Note: The listing order of bid items reflects a construction sequence in general terms for

bidding purposes only and is not a specific construction schedule.

**ALTERNATE BID #1:**

**FOR: Construction of Corona Road Weir R-O-W Safety Improvements five (5) concrete decorative columns and handrail as per plans and specifications.**

\*Handrail included in base bid.

\$ 7,225.00  
Total Lump Sum Price (Numerical)

Seven thousand two hundred and twenty-five and 00 /100 Dollars  
(Amount written or typed in words)

**ALTERNATE BID #2:**

**FOR: Composite Sheet Pile per Addendum #1 - Everlast EverComp 26.1 or equal**

\$ 170,825.00  
Total Lump Sum Price (Numerical)

One hundred seventy thousand eight hundred twenty-five and 00 /100 Dollars  
(Amount written or typed in words)

       Add to Base Bid    **OR**      /   Deduct from Base Bid (Check One)

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder correct bid.

No additional calendar days will be added to the contract schedule for Bid Alternate of awarded.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

During the preparation of the Bid, the following addenda, if any, were received:

No.:   1   Date Received: 2/15/10

No.:   2   Date Received: 2/19/10

No.:   3   Date Received: 2/26/10

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal



**St. Johns County Board of County Commissioners**

Purchasing Division

June 17, 2010

Mr. Scott Sowers, Project Manager  
S.E. Cline Construction, Inc.  
18 Utility Drive  
Palm Coast, FL 32135

RE: Contract 10-21 -- Corona Weir R-O-W Safety Improvements  
Change Order #01

Dear Scott:

Enclosed please find a fully executed copy of the above referenced change order.

Please feel free to call (904) 209-0156 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon L. Haluska", with a long horizontal flourish extending to the right.

Sharon L. Haluska  
Contract Administrator  
(904) 209-0156 – Phone  
(904) 209-0157 – Fax  
[shaluska@sjcfl.us](mailto:shaluska@sjcfl.us)

Cc: Mike Adams, SJC Engineering  
Connie McDaniel, SJC BCC Finance  
Leigh Daniels, SJC Purchasing (cover letter only)  
SJC Minutes & Records  
SJC 10-21 Purchasing Master File





ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS CONTRACT CHANGE ORDER

Approval (initial & date) Z B MAY 10 Requestor: [Signature] Dept Head: [Signature] Purchasing: [Signature] Buyer: [Signature]

PROJECT NO./NAME: Corona Weir R-O-W Safety Improvements Change Order Number: 01 Date: 5-26-10 Project Number: 10-21 Original Contract Date: 5-20-10 Contract For: Roadway Improvements Cost Code: 1114-56301-5208-56301

CONTRACTOR: S. E. Cline Construction, Inc. 18 Utility Drive Palm Coast, FL 32135 (386) 446-6426

The contract is hereby changed by this change order as follows: Change Order #01 is hereby issued to authorize additional services to furnish and install powder coating for aluminium railing per Owner request. (see email attached dtd 5/13/10.

Not Valid until Signed by the Owner and Contractor

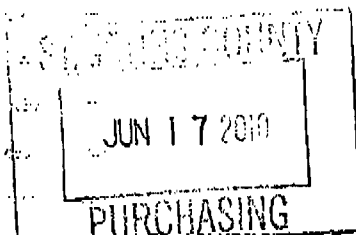
Table with 2 columns: Description and Amount. Rows include Original Contract Value (\$281,221.59), Net change by previously authorized change orders (\$0.00), The (Contract Sum) prior to this change order (\$281,221.59), The (Contract Sum) will be (increased) (decreased) (unchanged) by this change order in the amount of (\$3,016.00), and The new (Contract Sum) including this change order is now (\$284,237.59).

The Contract Time will be (increased) (decreased) (unchanged) by zero (0) days consecutive calendar days as shown below: Substantial Completion = TBD Final Completion = TBD

All other contract terms and conditions remain unchanged and in full force and effect.

Signature lines for S. E. Cline Construction, Inc., St. Johns County Engineering Dept., and St. Johns County. Includes addresses and dates (6-14-10, 6-17-10).

JUN 16



**Sharon Haluska**

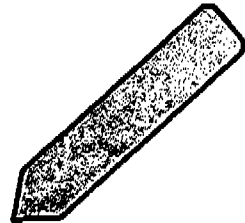
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**From:** Mike Adams  
**Sent:** Tuesday, May 18, 2010 11:37 AM  
**To:** Sharon Haluska  
**Subject:** FW: Powder Coating for the Pedestrian Railing FW: St Johns County Bid # 10-21 Corona Road Weir

=YI

**THANKS**

Mike Adams  
Project Coordinator  
St. Johns County Engineering Division  
1740 Industry Center Road  
St. Augustine, FL 32084  
Office: 904.209.0122  
Fax: 904.209.0123  
Cell: 904.669.8672  
Email: [madams@sjcfl.us](mailto:madams@sjcfl.us)  
The County's website: [www.sjcfl.us](http://www.sjcfl.us)



-----Original Message-----

**From:** Scott Sowers [mailto:ssowers@clineconstruction.net]  
**Sent:** Thursday, May 13, 2010 12:52 PM  
**To:** Mike Adams  
**Subject:** RE: Powder Coating for the Pedestrian Railing FW: St Johns County Bid # 10-21 Corona Road Weir

Mike,

The additional cost to powder coat the aluminum railing is \$8.00/lb x 377 lb = \$3,016.00. If you need anything else please let me know. Thanks.

Scott

Scott Sowers  
ssowers@clineconstruction.net  
Office phone # 386-446-6426  
Fax # 386-446-6481  
Cell # 386-931-7331

-----Original Message-----

**From:** Mike Adams [mailto:madams@sjcfl.us]  
**Sent:** Tuesday, May 04, 2010 11:02 AM  
**To:** ssowers@clineconstruction.net  
**Subject:** Powder Coating for the Pedestrian Railing FW: St Johns County Bid # 10-21 Corona Road Weir

Just a reminder to get the cost for me so I can complete the Interlocal Agreement between the SJC and the Ponte Vedra Municipal Service District.

THANKS

5/25/2010

Mike Adams  
Project Coordinator  
St. Johns County Engineering Division  
2740 Industry Center Road  
St. Augustine, FL 32084  
Office: 904.209.0122  
Fax: 904.209.0123  
Cell: 904.669.8672

email: [madams@sjcfl.us](mailto:madams@sjcfl.us)

The County's website: [www.sjcfl.us](http://www.sjcfl.us)

-----Original Message-----

**From:** Sharon Haluska

**Sent:** Tuesday, May 04, 2010 10:52 AM

**To:** [ssowers@clineconstruction.net](mailto:ssowers@clineconstruction.net); 'Marine Operations S.E. Cline Construction, Inc.'

**Cc:** Mike Adams; 'Reynold Peterson'

**Subject:** St Johns County Bid # 10-21 Corona Road Weir

Scott, Hap ~ The St. Johns County Board approved awarding a contract to S. E. Cline for the above project at today's board meeting. Contract packages are being prepared and should be delivered some time next week to Cline for signature. Please let me know if you have any questions in the meantime. Sharon

*Sharon Haluska  
Contract Administrator  
St. Johns County Purchasing  
904/209-0156 - Phone  
904/209-0157 - Fax  
[shaluska@sjcfl.us](mailto:shaluska@sjcfl.us)  
Note: New email address*

**EXHIBIT "A"**  
**CORONA ROAD WEIR ROW SAFETY IMPROVEMENTS**

	A	B	C	D	E	F	G	H	
1									
2	<b>Corona Road Weir R-O-W Safety Improvements Project</b>								
3	<b>Alternate Bid No. 1 &amp; Change Order #1 (Powder Coating)</b>								
4	SJC Bid # 10-21	Bids Opened		10 Mar 10					
5									
6	<b>Proposed Costs Sharing</b>								
7									
8	S.E. Cline's Alternate Bid #1			\$ 7,225.00	columns				
9	Change Order #1			\$ 3,016.00	railing powder coating				
10	<b>TOTAL</b>			<b>\$10,241.00</b>					
11									
12									
13									
14									
15	SJC	33.40%	X	\$10,241.00	=	\$3,420.50			
16									
17	MSD	33.30%	X	\$10,241.00	=	\$3,410.25		\$3,410.25	
18									
19	Others	33.30%	X	\$10,241.00	=	\$3,410.25		\$3,410.25	
20									
21		100.00%		<b>TOTAL</b>	<b>=</b>	<b>\$10,241.00</b>			
22									
23	<b>Interlocal Agreement MSD's Share</b>							<b>\$ 6,820.50</b>	