

RESOLUTION NO. 2013- 232

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS AND CONDITIONS OF A CONTRACT RENEWAL BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ST. JOHNS COUNTY, FLORIDA TO PROVIDE FOR LANDSCAPE MAINTENANCE ALONG A PORTION OF SR A1A AND A PORTION ALONG SR 13 LOCATED WITHIN ST. JOHNS COUNTY; AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE CONTRACT RENEWAL ON BEHALF OF THE COUNTY.

WHEREAS, the Board of County Commissioners (“BCC”) and the Florida Department of Transportation (“FDOT”) entered into a contract on November 8, 2011, providing for landscape maintenance along certain portions of State Roads A1A and 13, located within St. Johns County; and

WHEREAS, the contract provided an option for renewal under the same terms and conditions, subject to mutual consent by both parties; and

WHEREAS, it is the best interest of both parties to renew the existing contract; and

WHEREAS, the Florida Department of Transportation has submitted the contract renewal (attached hereto and incorporated herein), seeking mutual consent to enter into the same; and

WHEREAS, the BCC has reviewed the terms, provisions and conditions of the contract renewal, and determined that executing the document will serve the best interest of St. Johns County.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida that:

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

Section 2. The Board of County Commissioners hereby approves the terms, provisions and conditions of the contract renewal to provide landscape maintenance along portions State Roads A1A and 13 as specifically described therein.

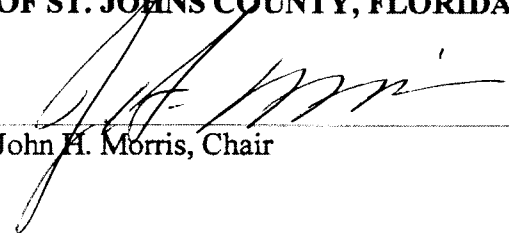
Section 3. The Board of County Commissioners hereby authorizes the St. Johns County Administrator, or duly appointed designee, to execute the contract renewal on behalf of St. Johns County.

Section 4. To the extent that there are typographical, scrivener’s and/or administrative errors contained herein that do not change the tone, tenor or context of this Resolution, then

such errors may be corrected with no further action required by the Board of County Commissioners.


PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of October, 2013.

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



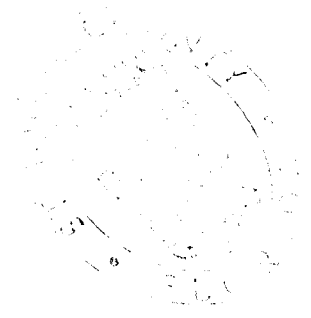
John H. Morris, Chair

ATTEST: CHERYL STRICKLAND, CLERK

By: 

Deputy Clerk

RENDITION DATE 10/17/13





Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025-5874

ANANTH PRASAD, P.E.
SECRETARY

August 21, 2013

St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

| | | |
|---------|--------------|------------|
| Subject | Contract No: | BDT44 |
| | Description: | Renewal #2 |
| | County: | St. Johns |

Gentlemen:

Enclosed is the Contract Renewal for the Local Agreement for Maintenance. If you agree with this renewal, please execute **(sign and seal)** all five **(5)** copies of this contract, and attach an original **(signed and sealed)** resolution and return it to the address listed below as soon as possible.

Department of Transportation
District Maintenance Contracts – MS 2010
1109 South Marion Avenue
Lake City, Florida 32025

Upon receipt of the completed documents, the renewal agreement will be executed on behalf of the Department and an original will be returned to you.

Thank you for your cooperation.

Sincerely,

Lizbeth A. Yafes
District 2 Maintenance Contracts Administrator

Enclosures

CONTRACT RENEWAL

Contract No.: BDT44 Renewal: (1st, 2nd, etc.) 2nd
Financial Project No(s): 41021437248
County(ies): St. Johns

This Agreement made and entered into this _____ day of _____, by and between the State of Florida Department of Transportation, hereinafter called "Department", and St. Johns County hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 8th day of November, 2011 entered into an Agreement whereby the Department retained the Contractor to perform the maintenance responsibilities for State of Florida Highway System in order to maintain the aesthetic appearance of the State Road as identified in Attachment "A" of the original agreement with St. Johns County : and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 8th day of November, 2013 and ending the 7th day of November, 2014 at a cost of \$ 62,440.00

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

St. Johns County
Name of Contractor

Contractor Name and Title

BY: _____
Authorized Signature

Name of Surety (SEAL)

City State

By: _____
Florida Licensed Insurance Agent or Date
Attorney-In-Fact (Signature)

Countersigned: _____
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: James Hannigan, D2 Maintenance Engineer

Legal: _____

Fiscal: _____
Approval as to Availability of Funds

EXHIBIT "A"
ST. JOHNS COUNTY
MAINTENANCE LOCATIONS

STATE ROAD NUMBER

LIMITS

A1A

FROM: Beginning of 4 lane (MP 2.401)
TO: Duval County Line (MP 7.151)

13

FROM: South end of the Julington Creek Bridge (MP16.837)
TO: Racetrack Road (MP 16.311)

*NOTE: Includes dry pond at Wentworth Avenue.

FROM: Racetrack Road (MP 16.311)
TO: Davis Pond Blvd. (MP 15.390)

*NOTE: Items 1-6 of 6.C. on the northbound side and
median are exempted.

FROM: Davis Pond Blvd. (MP 15.390)
TO: Roberts Rd. (MP 14.281)