

CS-22-149

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3137-A1

GENERAL INFORMATION

Requesting Department: Capital Improvement Project Management

Contact Person: Robert T. Companion

Telephone: 904-530-6014 Fax: () _____ Email: rcompanion@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: CSX Transportation, Inc.

Address: 500 Water Street, Jacksonville Florida 32202
City State Zip

Contractor's Administrator Name: Scott Willis Title: Project Manager

Telephone: 904-359-1405 Fax: () _____ Email: scott_willis@csx.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Scott Willis

Authorized Signatory Email: Scott_Willis@csx.com

CONTRACT INFORMATION

Contract Name: CR-108 ROE Agreement

Description: Allows County to work within the railroad ROW as part of the CR-108 project.

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$14,025.00 (as approved in CM3137)

APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other _____ Account: 63470541-563365 LAFSI

Authorized Signatory: Taco E. Pope, AICP - County Manager

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to 12/31/2022 Termination/Cancellation: _____

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other CSX - ROW Owner

If Processing an Amendment:

Contract #: CM3137 Increased Amount to Existing Contract: \$0

New Contract Dates: Execution to 12/31/2023 Total or Amended Amount: \$14,025.00

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Robert Companion 3/8/2023
Department Head/Contract Manager Date
2. Janice Almore 3/10/2023
Procurement Date
3. Chris Lacambra 3/11/2023
Office of Mgmt & Budget Date
4. Denise C. May *DJ* 3/13/2023
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5.  3/13/2023
County Manager Date

Hilliard, Nassau County, FL
Roadway Resurfacing CR-108
620733F; Nahunta Subdivision; A 613.97
CSXT OP No: FL2894

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (the "Supplement"), made as of March 16, 2023, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "CSXT," and NASSAU COUNTY, FLORIDA, whose mailing address is 96161 Nassau Place, Yulee, Florida 32097, hereinafter called "AGENCY".

RECITALS

A. On February 2, 2022, a certain Temporary Right of Entry Agreement, was executed between CSXT and AGENCY (the "Agreement"), requesting permission to enter CSXT's property located within the Florida Zone, Nahunta Subdivision, at Department of Transportation Crossing Inventory Number 620733F, Railroad Milepost Number A 613.97, County Road 108 in Hilliard, Nassau County, Florida, for the purpose of one-inch (1") asphalt milling and resurfacing, and striping up to approximately ten feet (10'-0") from centerline of track on both sides of crossing, maintaining existing roadway width and profile, within the CSXT right of way, (the "Project");

B. Section 13 of the Agreement states that the Agreement shall be and remain in effect until December 31, 2022, and Section 13 of the Agreement states that all rights which Licensee may have hereunder shall cease and end upon the Termination Date so specified.

C. AGENCY wishes to extend the Termination Date of the Agreement to December 31, 2023.

D. CSXT is agreeable to the extension of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference.
2. Except as herein provided, this Supplement shall not be construed as canceling or otherwise making void any of the provisions of the Agreement, and the Agreement shall remain in full force and effect in accordance with all other terms thereof.

[Signatures to immediately follow]

Hillard, Nassau County, FL
Roadway Resurfacing CR-108
620733F; Nahunta Subdivision; A 613.97
CSXT OP No: FL2894

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly signed, sealed and delivered, in duplicate, effective the day and year first above written.

Witness for CSXT:

CSX TRANSPORTATION, INC.

Samarie J. Olsen

By: *Scott Willis*

Scott Willis

Project Manager – Public Projects

Witness for AGENCY:

NASSAU COUNTY, FLORIDA

Kate Brock

By: *Taco Pope*

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Assignee to the terms and conditions of this Agreement.

Print Name: *Taco Pope*

Print Title: *County Manager*

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM NO. 3137

GENERAL INFORMATION

Requesting Department ENGINEERING SERVICES

Contact Person: Robert T. Companion

Telephone: (904) 530-6225 Fax: () _____ Email: rcompanion@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: CSX Transportation Inc.

Address: 500 Water Street, Jacksonville, FL 32202

City State Zip

Contractor's Administrator Name: Scott Willis Title: Project Manager

Telephone: (904) 359-1405 Fax: () _____ Email: Scott_Willis@csx.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Scott Willis

Authorized Signatory Email: Scott_Willis@csx.com

CONTRACT INFORMATION

Contract Name: CR-108 ROE Agreement

Description: Allows County to work within railroad ROW as part of the CR-108 project.
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$14,025.00

APPROXIMATE IF NECESSARY

Source of Funds/Account: 63470541-563365 LAPSI Termination/Cancellation: 12/31/2022

Authorized Signatory: _____
TACO E. POPE, AICP

Contract Dates: From: _____ to: 12/31/2022

Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

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CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept TB
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept TB
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept TB
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept TB Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept N/A
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Robert Companion 1/28/2022
Department Head/Contract Manager Date
2. Marshall Eyerman 1/28/2022
Procurement Date 1/28/2022
3. Marshall Eyerman 1/28/2022 Daniel Fanger
Office of Mgmt & Budget Date
4. Michael Mullin 2/7/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 2/7/2022
County Manager Date

RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

CSX Transportation, Inc.
Temporary Right of Entry Agreement

THIS AGREEMENT, made as of February 2, 20 22, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "**CSXT**," and NASSAU COUNTY, whose mailing address is 96161 Nassau Place, Yulee, Florida 32097, hereinafter called "**Licensee**," WITNESSETH:

WHEREAS, Licensee has submitted a written application to CSXT requesting permission to enter CSXT's property located within the Florida Zone, Nahunta Subdivision, at Department of Transportation Inventory Crossing Number 620733F, Railroad Milepost Number A 613.97, County Road 108 in Hilliard, Nassau County, Florida, for the purpose of one-inch (1") asphalt milling and resurfacing, and striping up to approximately ten feet (10') from centerline of track on both sides of crossing, maintaining existing roadway width and profile, within the CSXT right of way (the "**Project**"); and

WHEREAS, CSXT is willing to grant to Licensee the limited right and permission to enter upon the Property for the limited purpose of performing the Project.

NOW THEREFORE, CSXT hereby grants to Licensee the right and permission to enter upon the Property for the purpose of performing said Project, subject to the terms and conditions set forth below:

1. **PROJECT:** The Project shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of CSXT's Division Engineer or his or her duly authorized representative ("Division Engineer") and in a manner to avoid accidents, damages, unnecessary delays to or interference with train traffic of CSXT. Prior to entry, Licensee shall notify the CSXT's general engineering consultant ("GEC") on the Project to arrange for flagging protection in accordance to Sections 5 and 6 of this Agreement. Licensee shall not dig in the ballast line or within the tracks loading influence area, or otherwise disturb the track structure. Licensee and Licensee's employees, agents, contractors and other representatives (collectively, "Agents") shall maintain in their possession a copy of this Agreement at all times during their occupation of the Property.
2. **INDEMNITY:**
 - 2.1 Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save CSXT and CSXT's Affiliates harmless with respect to any and all attorneys' fees, liability, claims, demands, payments, suits, actions, recoveries, penalties, costs, legal expenses, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages) for:
 - 2.1.1 personal injury, including, but not limited to bodily injury to or death of any person or persons whomsoever, including the agents, servants, Affiliates or employees of the parties;
 - 2.1.2 the loss or damage to any property whatsoever, including property owned or in the care, custody or control of the parties hereto or their respective Affiliates;
 - 2.1.3 any environmental damage and any related remediation brought or recovered against CSXT or any of its Affiliates; and
 - 2.1.4 any and all other losses or damages; arising directly or indirectly from the presence of Licensee or its Agents on or about the Property, whether or not attributable in whole or part to the negligence, gross negligence, or intentional misconduct of CSXT or its Affiliates.

CSXT OP NO: TBD

2.2 The parties waive any and all right or opportunity to contest the enforceability of this Section and agree that, in the event this Section, or any part of this Section, is found unenforceable by the final, unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law. In the event that such court of competent jurisdiction finds that Florida statutory construction contract indemnity monetary limits apply to this Agreement with respect to Licensee’s indemnification of CSXT and its Affiliates for liability caused in whole or in part by any act, omission or default by CSXT or its Affiliates, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by Sections 3 and 4 of this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Project, the risks associated with the Project, and the compensation and any other benefits exchanged between the parties in connection with this Agreement.

2.2.1 Licensee shall comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Property and agrees to indemnify, defend, and hold CSXT and its Affiliates harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.

2.2.2 For the purpose of this Agreement, the term “Affiliates” includes all entities, directly or indirectly owned or controlled by, or under common control of a party or its respective officers, directors, employees and agents, and in the case of CSXT, includes CSX Corporation, CSXT and their Affiliates and their respective officers, directors, employees and agents.

2.2.3 The provisions of this Section shall survive the termination or expiration of this Agreement.

3. **PRIOR NOTIFICATION:** Licensee or Licensee’s Agents shall notify CSXT’s GEC working on the Project at least 14 days prior to requiring entry on the Property and shall abide by the instructions of the GEC .

4. **CLEARANCES:** Neither Licensee nor Agents shall perform any Project or place or operate any equipment of Licensee or Agents at a distance closer than fifty (50) feet from the center of any track, without the prior approval of the Division Engineer. The Division Engineer may require protective services or such other services as deemed necessary or appropriate. Equipment shall be moved across CSXT’s track(s) only at a public crossing unless prior arrangements have been made with the Division Engineer and a Private Crossing Agreement is fully executed and in place. Licensee and Agents shall take all precautions necessary to avoid interference with or damage to CSXT’s property and signal and communication facilities during their performance of the Project.

5. **PROTECTIVE SERVICES:** If protective services, such as flagging protection, are required by CSXT, Licensee shall make arrangements with CSXT’s GEC, and the GEC will coordinate with the appropriate CSXT officials to furnish such personnel, flagman or watchman, that in CSXT’s opinion may be necessary to protect the facilities and traffic of CSXT during the performance of the Project. Licensee shall pay for the cost of such services, including all applicable surcharges and additives. These services are estimated to be **fourteen thousand twenty-five dollars and zero cents (\$14,025.00)**, as supported by the attached estimate.

CSXT OP NO: TBD

6. PAYMENT FOR PROTECTIVE SERVICES: Payment shall be made by Licensee in accordance with the following:

Licensee shall make an advance deposit of funds based on an estimate of the cost of protective or other services as determined by CSXT. The cost for CSXT's services shall then be assessed by CSXT against this advance deposit. Upon completion of the Project, any unused funding will be returned to Licensee. If CSXT's costs exceed the advance deposit(s), a request will be made to Licensee for additional funds or an invoice will be issued to Licensee for final payment. Licensee shall remit payment to CSXT within thirty (30) days of receipt of either a request for additional funds or an invoice.

7. ENVIRONMENTAL: **This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property.** Precluded activities include performing soil borings for purposes other than geotechnical investigation, obtaining soil, sediment, groundwater and surface water samples, and conducting field or laboratory analyses of any soil, sediment, groundwater or surface water samples obtained from CSXT property to identify chemical composition or environmental condition. *If any type of environmental investigation is desired, a separate right of entry agreement issued through CSXT's Environmental Department must be secured.*

8. CLAIMS: Licensee shall, or shall require Agents, to promptly notify the Division Engineer of any loss, damage, injury or death arising out of or in connection with the Project.

9. REMEDIATION: It is understood and agreed that, upon completion of the Project, the Property shall be left in a condition satisfactory to Division Engineer or his or her duly authorized representative.

10. SAFETY:

a. All personnel entering the Property must comply with CSXT safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and safety glasses with side shields. Anyone not in compliance with these rules and regulations will be asked to leave the Property.

10.2 Before performing any work authorized by this Agreement, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.), and State "One Call" -"Call Before You Dig" requirements.

11. GENERAL LIABILITY INSURANCE: Licensee shall procure and maintain, at its expense: (i) statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than \$1,000,000.00, which insurance must contain a waiver of subrogation against CSXT and its Affiliates; (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than \$5,000,000.00 in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; (iii) business automobile liability insurance with available limits of not less than \$1,000,000.00 combined single limit for bodily injury and/or property damage per occurrence; and (iv) such other insurance as CSXT may reasonably require. Upon request, Licensee shall provide CSXT with a copy of Licensee's applicable insurance policies. A policy

CSXT OP NO: TBD

endorsement naming CSXT as an additional insured and specifying such coverage shall be furnished to CSXT prior to the execution of this Agreement, and the required coverage will be kept in force until all of Licensee's obligations under this Agreement have been fully discharged and fulfilled, or until Licensee shall have been specifically released by a written instrument signed by an authorized officer of CSXT. Licensee shall also provide CSXT with a copy of the insurance policies. The insurance policies shall provide that the insurance carrier must give CSXT notice at least thirty (30) days in advance of cancellation of coverage, of any change in coverage, or of cancellation of the policy. Notwithstanding any provisions of this Section, the liability assumed by Licensee shall not be limited to the required insurance coverage.

12. **RAILROAD PROTECTIVE LIABILITY INSURANCE:** Licensee agrees to purchase Railroad Protective Liability Insurance in accordance with CSXT's requirements (attached as Exhibit A and incorporated into this Agreement) for the benefit of CSXT for Licensee's operations under this Agreement. Licensee shall furnish an appropriate Insurance policy (and required endorsements), as the case may be, with the return of this executed Agreement.
13. **TERM:** This Right-of-Entry Agreement and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Project or at midnight, **December 31, 2022**, whichever occurs first, unless extended in writing by CSXT. In the event Licensee fails to comply with terms and provisions of this Agreement, Licensee agrees to pay and agrees that CSXT shall be entitled to recover costs and expenses incurred by CSXT, including legal fees and expenses, to enforce the terms of this Agreement.
14. **SEVERABILITY:** The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
15. **ENTIRE AGREEMENT:** This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.
16. **NOTICES:** All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the Licensee at the address above, and to Licensor at the address shown on Page 1, or at such other addresses as either party may designate by delivery of prior notice to the other party .
17. **TERMINATION:** CSXT shall have the right at any time and at its sole discretion to terminate this Agreement upon notice to Licensee.
18. **WAIVER:** If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

CSXT OP NO: TBD

- 19. **GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Duval County, Florida.
- 20. **NO ASSIGNMENT:** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not permit Agents to enter the Property without first requiring Agents to agree in writing to comply with all of the terms of this Agreement. Notwithstanding the foregoing, Licensee shall continue to be responsible for insuring that Agents comply with all of the terms and conditions of this Agreement and shall indemnify and hold CSXT harmless for any damages described in Section 2 above caused in whole or in part by such subcontractor. Assignment of this Agreement to any party other than Agents in accordance with this Section shall not be permitted except upon the prior written consent of CSXT, which consent may be granted or withheld at CSXT's sole discretion. This Agreement shall be binding upon the parties and their respective successors and assigns.

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **October 27, 2021.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Witness for CSX Transportation:

CSX TRANSPORTATION, INC.

By: Scott Willis
Scott Willis
Project Manager – Public Projects of CSXT

Witness for: Nassau County

NASSAU COUNTY

By: Taco E. Pope, AICP
Print/Type Name: Taco E. Pope
Print/Type Title: County Manager

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind **Nassau County** to the terms and conditions of this Agreement.

CSXT OP NO: TBD

FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - TBD

Form Revision
 10/04/21

ESTIMATE SUBJECT TO REVISION AFTER: 12/1/2022 DOT NO.: 620733F
 CITY: Hilliard COUNTY: Nassau STATE: FL
 DESCRIPTION: Right of Entry and Flagging Services for roadway resurfacing CR-108 within the CSXT right of way.
 ZONE: Florida SUB-DIV: Nahunta MILE POST: A 613.97
 AGENCY PROJECT NUMBER: Nassau County Engineering Services

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services		\$	5,000
	Subtotal		\$	5,000

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services		\$	1,500
	Subtotal		\$	1,500

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)		\$	-
50	Labor (Foreman/Inspector)	5 Days @ \$ 504.00	\$	2,520
70	Additive		\$	-
50	Additive	148.00% (Engineering Department)	\$	3,730
	Subtotal		\$	6,250

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 12,750

900	<u>CONTINGENCIES:</u>	10.00%	\$	1,275
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<u>PROJECT TOTAL:</u>	*****	\$	14,025
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<u>CURRENT AUTHORIZED BUDGET:</u>	*****	\$	-
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<u>TOTAL SUPPLEMENT REQUESTED:</u>	*****	\$	14,025
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DIVISION OF COST:

Agency	100.00%	\$	14,025
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch - CDS

Approved by: *KSW* CSXT Public Project Group

DATE: 12/01/21 REVISED:

DATE: 12/13/21



RAILROAD PROTECTIVE LIABILITY INSURANCE

Evidence required by CSX Transportation, Inc.

You are required to furnish Railroad Protective Insurance to protect CSX Transportation, Inc. in connection with activities to be performed on or adjacent to CSX Transportation’s Right of Way.

Agency and Contractor, if and to the extent that either is performing work on or about CSXT’s property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker’s Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

CSXT Schedule PA

(Advance Payment – Right of Entry Agreement)

PAYMENT SUBMISSION FORM

PROJECT INFORMATION

CSX OP No.: **TBD**

Description: **Hilliard, Nassau Co., FL; Resurfacing CR-108; 620733F; Nahunta Subdivision; A 613.97**

Payment is hereby provided in accordance with the terms of Section 6 Payment for Protective Services, of the Agreement dated _____, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

(All information below to be completed by Agency providing Payment)

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
_____	_____	_____

Date: _____

By: _____

**Please send copy of check to:
CSX Transportation
Scott Willis Project
Project Manager – Public Projects
500 Water Street J-301
Jacksonville, FL 32202**

Name: _____

Title: _____

Phone: _____

Email: _____

RLS TRACKING #: RLS 2023-9210

REQUEST FOR LEGAL SERVICES

DATE OF REQUEST: 3/6/23

REQUESTER(S): Robert T. Companion

DEPARTMENT: Capital Improvement Management

EXTENSION/EMAIL: rcompanion@nassaucountyfl.com

PRIORITY CLASSIFICATION : Urgent Standard

DESCRIBE REASON, IF RUSH REQUESTED:

REQUESTED RESPONSE DEADLINE: 03/24/2023

TITLE OF ITEM OR DOCUMENT: Supplemental Agreement for CR 108 / CSX Agreement

NAME OF VENDOR (for Contract/Agreement review): CSX

CRITICAL EVENT/DATE (if any):

CONTRACT TEMPLATE (select one):

- The attached documents **have not** been modified from the approved templates.
- The attached documents **have** been modified from the approved templates. (Describe Below)

- ATTACHMENTS (if any):
- 1) CAF Form
 - 2) Draft Supplemental Agreement
 - 3) Original Agreement
 - 4)
 - 5)

SERVICES REQUESTED: Include specific legal issues or questions to be addressed. Provide all relevant background information and attach all necessary documentation.

Please review and comment or approve. This is an extension for time.

For County Attorney Office Use Only ATTORNEY RESPONSE/COMMENTS:

<input checked="" type="checkbox"/> Approved	Date: <u>3/8/2023</u>	Comments Provided	Date:
Comments:			


Certificate Of Completion

Envelope Id: 23A922012D2F45F4AD6AD669CCE8DC57 Status: Completed
 Subject: Complete with DocuSign: CAF ROE Supplemental Agreement 03082023.pdf
 Source Envelope:
 Document Pages: 17 Signatures: 5 Envelope Originator:
 Certificate Pages: 2 Initials: 1 Robert Companion
 AutoNav: Enabled RCompanion@nassaucountyfl.com
 EnvelopeId Stamping: Enabled IP Address: 174.212.33.255
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)


Record Tracking

Status: Original Holder: Robert Companion Location: DocuSign
 3/8/2023 10:10:37 AM RCompanion@nassaucountyfl.com


Signer Events

	Signature	Timestamp
Robert Companion rcompanion@nassaucountyfl.com Deputy County Manager - County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.212.33.255	Sent: 3/8/2023 10:18:15 AM Viewed: 3/8/2023 10:18:52 AM Signed: 3/8/2023 10:19:06 AM


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 3/8/2023 10:19:07 AM Viewed: 3/10/2023 4:58:07 PM Signed: 3/10/2023 4:58:11 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 3/10/2023 4:58:13 PM Viewed: 3/11/2023 9:25:44 AM Signed: 3/11/2023 9:25:47 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 3/11/2023 9:25:50 AM Viewed: 3/13/2023 8:44:57 AM Signed: 3/13/2023 8:45:03 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 3/13/2023 8:45:05 AM Viewed: 3/13/2023 12:05:22 PM Signed: 3/13/2023 12:05:31 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 3/13/2023 12:05:32 PM Viewed: 3/13/2023 12:06:39 PM Signed: 3/13/2023 12:06:46 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<div style="border: 1px solid black; padding: 5px; text-align: center;">COPIED</div>	Sent: 3/13/2023 12:06:47 PM Viewed: 3/13/2023 12:09:37 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

BOCC Procurement bocprocurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<div style="border: 1px solid black; padding: 5px; text-align: center;">COPIED</div>	Sent: 3/13/2023 12:06:48 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/8/2023 10:18:15 AM
Envelope Updated	Security Checked	3/10/2023 4:57:44 PM
Envelope Updated	Security Checked	3/10/2023 4:57:44 PM
Certified Delivered	Security Checked	3/13/2023 12:06:39 PM
Signing Complete	Security Checked	3/13/2023 12:06:46 PM
Completed	Security Checked	3/13/2023 12:06:48 PM

Payment Events	Status	Timestamps
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