

RESOLUTION NO. 79-21

RESOLUTION AUTHORIZING THE EXECUTION
OF THE TRAFFIC SIGNAL AGREEMENT BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION AND the County of
Nassau

On motion of Commissioner Claxton, seconded by _____

Commissioners Jones, the following resolution was adopted;

WHEREAS, County of Nassau, deems it in the public interest
(Public Body)
to provide for the operation of certain traffic signals on the State Highway
System within Nassau County, and to enter into the attached
(Jurisdiction)
agreement with the State of Florida, Department of Transportation.

NOW THEREFORE, BE IT RESOLVED BY

1. That County of Nassau concurs in the provisions
(Public Body)
of that certain agreement attached hereto, pertaining to the design, installa-
tion, operation and maintenance of a traffic signal installation described in
Exhibit "A" to that agreement.

2. That County of Nassau authorizes the said agreement
(Public Body)
to be executed by a legally designated officer of this Public Body.

STATE OF FLORIDA

Gene R. B. [Signature]

COUNTY OF NASSAU

I HEREBY CERTIFY that the foregoing is a true and correct copy of a
Resolution adopted by Board County Commissioner at a meeting held on the
21st day of August, A.D., 1979, and recorded
in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 22nd
day of August, A.D., 1979.

Gloria H. Guest (SEAL)

Notary Public, State of Florida at Large
My commission expires Jan. 9, 1980

Florida



Department of Transportation

BOB GRAHAM
GOVERNOR

WILLIAM N. ROSE
SECRETARY

Division of Road Operations
Lake City, Florida
September 27, 1979

REC'D OCT 2 1979

Mr. Richard L. King,
County Engineer
Nassau County
Post Office Box 386
Hillard, Florida 32046

Dear Sir:

Section 74000-6907, State Road (Bonnieview Dr.)
Nassau County, Parcel 1 (R/W SIG-S)
Crossing No.: 620813-Y; RRMP: SMA-45.02
F.A.P. No.: RRO-000S(22)

We are attaching subject tri-party agreement for installation of grade crossing protective devices on Bonnieview Drive for execution on behalf of Nassau County and return to this office. Upon execution by the Department, one fully executed copy will be returned for your files.

Your cooperation in this matter is appreciated.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "F. S. Dees".

F. S. Dees,
District Utility Engineer

FSD:WTC:lsw
Attachment

cc: Mr. E. M. Salley, P. E., State Utility Engineer

Do

RRMP-SMA-45.02

SECTION 74000-6907
STATE ROAD NO. Bonnieview Dr.
COUNTY NASSAU

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES
AND FUTURE RESPONSIBILITY
(County)

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F A P NO.
74	000	6907	Bonnieview Drive	Nassau	1 (SIG-S)	RRO-000S (22)

THIS AGREEMENT, made and entered into this _____ day of _____, 197____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Seaboard Coast Line Railroad Company, a corporation, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, hereinafter called the COMPANY; and Nassau County, a political subdivision of the State of Florida, 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. 74000-6907, between Clinch Rd. and Gieger Rd., which crosses at grade the right-of-way and tracks of the COMPANY at a point 111 feet North from the COMPANY'S Milepost SMA 45, FDOT/AAR Crossing Number 620813-Y, at or near Fernandina Beach, as shown on DEPARTMENT'S Plan Sheet No. 2, attached hereto as part hereof; and

WHEREAS, the work contemplated hereunder is subject to the provisions of the Federal Highway Administration Federal Aid Highway Program Manual, Volume 1, Chapter 4 Section 3 (FHPM 1-4-3), as amended, and Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1 (FHPM 6-6-2-1), as amended, and DEPARTMENT'S Rule 14-46.02, Florida Administrative Code, as amended.

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

A. The COMPANY shall:

1. Install by its own forces, with supervision and approval of the DEPARTMENT, at an estimated cost of \$37,700.00, itemization of which is attached hereto, automatic railroad grade crossing traffic control devices, hereinafter called "Devices", at said location, in accordance with (1) the attached detailed statement of the work, plans and specifications; (2) the DEPARTMENT'S Plans and Standard Index Number 17882, and (3) FHPM 1-4-3 and FHPM 6-6-2-1, or Rule 14-46.02, all of which by reference are made a part hereof.

Florida



Department of Transportation

BOB GRAHAM
GOVERNOR

WILLIAM N. ROSE
SECRETARY

Post Office Box 1089
Lake City, Florida 32055
July 31, 1979

REC'D AUG 1 1979

Job No. 74000-3907
State Road 200
B.I. 228086
Nassau County
T.O. 9615

Mr. R. L. King, P.E.
Nassau County Engineer
Post Office Box 386
Hilliard, Florida 32046

Dear Mr. King:

We are attaching four copies of a Maintenance Agreement for signalization on State Road 200 at Bonnieview Drive.

Please execute the "Public Body" portion on sheet three and complete sheet five (Resolution) in its entirety. All signatures must be in ink with appropriate witnesses and the County's seal. Do not enter a date on the first and fourth sheets, as this will be entered by our Tallahassee office.

After execution of this document, please return all four copies to this office for further handling. Upon final execution by the Department you will receive an approved copy.

Yours very truly,

A handwritten signature in cursive script, appearing to read "D. Littlefield".

D. Littlefield
District Traffic Operations Engineer

dhb
att.

COUNTY SECTION NO.	JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	COUNTY NAME	MUNICIPALITY
74000	3907	200	B.I. 228086	Nassau	

TRAFFIC SIGNAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19 79, by and between the State of Florida Department of Transportation, an Agency of the State of Florida, hereinafter called the "Department" and the _____ County of Nassau FLORIDA, hereinafter called the "Public Body".

WITNESSETH:

WHEREAS, the construction and maintenance of a traffic signal, or signals, is necessary for safe and efficient highway transportation at the location or locations as described in Exhibit "A", attached hereto; and

WHEREAS, the Public Body, by resolution attached hereto and made a part hereof, has determined that it is in the public interest for the Public Body to maintain and operate signal installations along the State Highway System:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, the parties and each of them, mutually agree and covenant as follows:

1. That the traffic signal or signals as described in Exhibit "A", attached hereto and made a part hereof, will be so designed that the functional design of the installation and its components will be mutually acceptable to the parties hereto.
2. When installation of the traffic signal(s) is to be performed by either the Public Body or under the supervision of the Department, the construction and/or installation shall not endanger travel along the roadways involved and all operations shall be conducted in accord with the Manual on Traffic Controls and Safe Practices (Part VI) as published by the D.O.T.
3. Upon completion of the installation and in the case of construction contracts, its conditional acceptance, the Public Body shall assume the sole responsibility for the maintenance and continuous operation of said signal installation(s) and the payment for all costs for electricity and electrical charges incurred in connection with the operation thereof.

4. The Public Body shall maintain the signal installation in accordance with Department policies and to a level of maintenance that will provide minimum hazard to movement of traffic. In this regard the Public Body shall record maintenance activities relative to said traffic signal installation to a "Department of Transportation Traffic Signal Maintenance Log" or an approved equivalent log.

5. It is hereby understood and agreed by the parties hereto that the Public Body may remove any component of the installed equipment for repair, however, major permanent modifications and equipment replacements shall not be made by either party without appropriate coordination with the other party.

6. It is expressly understood and agreed by the parties hereto that the wiring of the cabinets and the timing of the signals will be such that the traffic will be properly handled at the time of the completion of the installation of the signals. Necessary modifications in timing or minor circuitry may be made by the Public Body to accommodate the changing needs of traffic, but the Department reserves the right to examine the equipment any time, and after due consultation with the parties hereto, specify timing and phasing that will provide a safe and expeditious traffic flow in the State Highway System, if modification in timing and the circuitry or phasing is specified by the Department, implementation of such modifications shall be coordinated through the Public Body.

7. The Public Body shall not modify the equipment to provide additional phases or intervals without written permission from the Department and the Department shall not modify the equipment without written acknowledgement from the Public Body.

8. Each party does hereby indemnify and hold harmless each other from all liability, claims and judgement (including attorney's fees) arising out of work undertaken by any party pursuant to this agreement, or due to the negligent acts or omissions of such party, their contractors, subcontractors, employees, agents or representatives, respectively except as otherwise covered by bonds or insurance.

9. It is understood and agreed by the parties hereto that this agreement shall remain in force during the life of the originally installed equipment and any replacement equipment installed by the mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed,
the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Director of Administration

BY: _____ (SEA)
Executive Secretary

PUBLIC BODY

BY: Gene R. Blackwelder

Title: Chairman, Board of County Commissioners

ATTEST: [Signature]

Approved:
Director of Road Operations
Florida Department of Transportation

(Date)

Approved as to form, legality
and execution.

Attorney, Florida Department of
Transportation

EXHIBIT "A"
MAINTENANCE AGREEMENT
TRAFFIC SIGNALS

This Exhibit "A" forms an integral part of that certain Traffic Signals
Maintenance Agreement between the State of Florida Department of Transportation and
the County of Nassau,
dated _____, 19 79.

LOCATION OF TRAFFIC SIGNAL INSTALLATIONS:

STATE JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	LOCATION:
<u>74000-3907</u>	<u>200</u>	<u>B.I. 228086</u>	<u>at Bonnieview Drive</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____