

COUNTY RESOLUTION  
GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

COUNTY	SECTION	RAIL JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F A P NO.
74	000	6918	Scott Rd.	Nassau	1 (SIG-C)	RRP-000S(159)

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 83-38

ON MOTION OF Commissioner Jones, seconded by Commissioner Jestone, the following RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the State Highway System, between C. R. 107 and Amelia River, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossings over or near said highway.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF Nassau COUNTY, FLORIDA:

That Nassau County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the Seaboard System Railroad, Inc. Company for the installation and maintenance of certain grade crossing traffic control devices designated as Job No. 74000-6918 on Scott Rd. which crosses the right of way and tracks of the Company at FDOT/AAR Crossing Number 620807-V located near O'Neil, Florida; and,

That the County assume its share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in Paragraph 2 of the RAILROAD REIMBURSEMENT AGREEMENT; and,

That the Chairman and Clerk of the Board of County Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and the Seaboard System Railroad, Inc. Company as herein described; and,

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board of County Commissioners of Nassau County, Florida, in regular session, this 26th day of July, 1983.

ATTEST:

J. H. Hresman  
Clerk of the Board of County Commissioners

Gene R. Blackwell  
Chairman of the Board of County Commissioners

X-1N9 No. 620801-1

RR MP: SMA-41-20

PARCEL	74000-6918
SECTION	74000-6918
STATE ROAD NO.	Scott Rd.
COUNTY	Nassau

DIVISION OF PUBLIC TRANSPORTATION  
RAILROAD REIMBURSEMENT AGREEMENT  
GRADE CROSSING TRAFFIC CONTROL DEVICES  
AND FUTURE RESPONSIBILITY  
(County)

COUNTY	SECTION	RAIL JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F A P NO.
74	000	6918	Scott Rd.	Nassau	1 (SIG-C)	RRP-000S(159)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and SEABOARD SYSTEM RAILROAD, INC., a corporation of Virginia, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, hereinafter called the COMPANY; and Nassau, 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. 74000-6918, between C.R. 107 and Amelia River, which crosses at grade the right-of-way and tracks of the COMPANY at a point 1,239 feet East from the COMPANY'S Milepost SMA-41, FDOT/AAR Crossing Number 620807-V, at or near O'Neil, 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 \$36,300.00, 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.

2. Provide protective services in accordance with U. S. Department of Transportation Manual of Uniform Traffic Control Devices during the performance of the work, as indicated in the attached plans and specifications. the cost of which is included in the attached cost estimate.

3. Render the DEPARTMENT a final bill, in accordance with applicable Federal or State regulations. within one hundred eighty (180) days from the completion date of the project, for all actual reimbursable identified charges including credits for salvage or betterments, if any, attributable to the project; and itemize all substantial charges in a form comparable to the charges contained in the cost estimate.

4. Operate and maintain said devices and perform any adjustment, relocation or replacement of said devices: the cost therefor shall be assumed or apportioned in accordance with Paragraph C below.

B. The DEPARTMENT shall:

1. Promptly reimburse the COMPANY for all actual costs attributable to the project, pursuant to Paragraph A.1., as billed by the COMPANY, pursuant to Paragraph A.3.

2. Retain ten percent from any progress payment.

C. The PARTIES agree:

1. That the cost for the operation and maintenance of the devices by the COMPANY shall be shared as follows:

(a) Fifty percent (50%) shall be borne by the COUNTY and fifty percent (50%) shall be borne by the COMPANY, in accordance with the attached Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices, subject to future revision.

2. The cost of any adjustment, relocation or replacement of said devices shall be assumed by the party initiating such action, unless otherwise provided for in this contract, existing contracts between the parties, or in existing contracts between one of the parties and a third party.

3. Each party does hereby indemnify and hold harmless each other from all liability, claims and judgments (including attorney's fees) arising out of work undertaken by any such party pursuant to this agreement. due to the negligent acts or omissions of their contractors, subcontractors, employees, agents or representatives, respectively, except as otherwise covered by bonds or insurance. This provision is a reciprocal covenant and in the event any portion hereof is found by a court of competent jurisdiction to be unenforceable, then this entire Article C.3. shall thereafter be unenforceable in all respects.

4. Any provision contained in any existing contract relating to said crossing, whether between the parties hereto and/or third parties, shall be, and does, remain in full force and effect, except as otherwise provided herein.

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

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Director of Administration

(SEAL)

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

SEABOARD SYSTEM RAILROAD, INC.

BY: *R. A. Name*  
Chief Engineering Officer

(SEAL)

ATTEST: *R. Murray*  
ASSISTANT SECRETARY

Nassau COUNTY, FLORIDA

BY: *Gene H. Blackwell*  
(Title: Chairman)

(SEAL)

ATTEST: *D. Green*

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

Examined and Approved: \_\_\_\_\_

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

\_\_\_\_\_  
Division Administrator  
Federal Highway Administration