

R.H.M.N. 2A-104-18
Cty. of Hollywood expense

STATE ROAD NO. Taft St.
COUNTY Broward 628279-Y

FORM 725-090-95a
12/90
Page 1 of 5

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF PUBLIC TRANSPORTATION

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING
AT CITY EXPENSE
SOUTHEAST CORRIDOR ONLY

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER
86	000	66000	Taft Street	Broward	1(X & S R) King e)

THIS AGREEMENT, made and entered into this 15 day of JAN., 1995, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and CSX TRANSPORTATION, INC., a corporation of Virginia, with its place of business in the City of Jacksonville County of Duval, State of Florida, and authorized to do business in the State of Florida, hereinafter called CSXT and the city of Hollywood, a political subdivision of the State of Florida, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the CITY is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated as Job No. 86000-, on Property at Railroad MP: 1018.78, which crosses at grade the State Rail Corridor and CSXT near Hollywood, FDOT/AAR Crossing Number 628279-Y, at or part hereof; and as shown on Plan Sheet No. N/A, attached hereto as a

WHEREAS, the Department and CSXT entered into a Purchase and Sale Agreement for the Rail Corridor described herein on May 11, 1988, at which time the DEPARTMENT became the owner of said property and CSXT retained an Easement for Rail Freight Operations within the Rail Corridor, and under which CSXT manages and maintains the property on behalf of the DEPARTMENT pursuant to the Phase A Operating and Management Agreement entered into on May 11, 1988, by CSXT and the DEPARTMENT (hereinafter "the Phase A Agreement"), and made a part of this agreement by reference thereto;

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

1. The CITY intends to construct and maintain the said Road at grade, and necessary approaches thereto, across the DEPARTMENT's right of way, over the track(s) and through the Railroad Easement retained by CSXT at the hereinabove referenced location.

2. If the CITY so requests, CSXT shall provide, furnish or have furnished, all necessary materials required for, and will construct at CITY's expense a Standard Railroad Crossing Type "R" in accordance with the DEPARTMENT's Standard Index No. 560 by reference made a part hereof. Upon completion of the crossing, CSXT shall be responsible for the maintenance of said crossing in accordance with the Phase A Agreement. The initial construction cost shall be paid by the CITY and shall not be paid from the Maintenance Account established in the Phase A Agreement. After the construction of the crossing is complete, the CITY shall be responsible for the maintenance cost of the highway roadbed outside of the railway ties. However, it is expressly understood and agreed that CSXT and/or the DEPARTMENT may, at their option and upon notification to the CITY, perform such periodic maintenance work and bill the CITY directly for costs thus incurred that are the responsibility of the CITY.

3. Work contemplated hereunder shall at all times be subject to the approvals and notice provisions of the Phase A Agreement.

4. The CITY will reimburse CSXT for the cost of watchman or flagging service when the CITY's contractor is performing work in the State's Rail Corridor or on CSXT Property. Such costs shall be accrued and billed directly to the CITY.

5. (a) The contractor performing the construction for the CITY shall be required to furnish Railroad Protective Liability Insurance naming CSXT and the DEPARTMENT as Named Insureds, in a combined amount of at least Two Million Dollars (\$2,000,000.00) per occurrence, for all personal injuries, death, or property damage, subject to an aggregate limit of Six Million Dollars (\$6,000,000.00) per annual policy period. Said policy shall be written on the ISO/RIMA Form (ISO Form CG-00-35, or current form, with Pollution Exclusion Amendment Endorsement ISO No. CG-28-31). CITY or Contractor shall submit the original policy to CSXT and shall obtain CSXT's approval prior to commencing operations.

(b) The contractor shall furnish a Certificate of Insurance to the DEPARTMENT showing that the contractor carries Contractors Public Liability and Property Damage Insurance (applicable to the job in question) in the amount of Two Million Dollars (\$2,000,000.00) at a minimum, for all personal injuries, death, or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Transmittal 350 dated October 1, 1982, and any supplements thereto or revisions thereof.

✓ 6. The CITY shall bear the cost of relocation of any utility (wire or pipe line) or communication line relocated as a result of the construction contemplated herein, unless the original agreement creating the occupation of such utility or communication line requires the utility or communication line company to relocate said line. CSXT agrees hereby to assist the DEPARTMENT in the enforcement of such original agreement, if so requested.

7. CSXT hereby agrees to install and/or adjust any necessary parts of DEPARTMENT's facilities or equipment along said road in accordance with the provisions set forth in the DEPARTMENT Rule 014-46.002 "Responsibility for the Cost of Railroad/Highway Crossings", Florida Administrative Code, dated February 3, 1971, as amended, and Federal Highway Administration Federal Aid Highway Program Manual Volume 1, Chapter 4, Section 3, dated August 5, 1988; and Volume 6, Chapter 6, Section 2, Subsection 1, dated April 24, 1984, and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. CSXT further agrees to do all of such work with its own forces or by a contractor paid under the supervision and approval of the CITY.

8. The CITY hereby agrees to reimburse CSXT for all costs incurred by it in the installation or adjustment of said facilities or equipment, in accordance with the provisions of the above indicated Reimbursement Policy, and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the CITY.

9. Attached hereto, and by reference made a part hereof, are plans and specifications of the work to be performed by CSXT pursuant to the terms hereof, and an estimate of the cost thereof in the amount of \$ 49,173.72. All work performed by CSXT pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the CITY, and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the CITY.

10. All labor, services, materials and equipment furnished by CSXT in carrying out the work to be performed hereunder shall be billed by CSXT directly to the CITY. Separate records as to the costs of contract bid items and force account items performed for CSXT shall also be furnished by CSXT to the CITY.

11. CSXT has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereinafter:

- ☐ (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- ☒ (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by CSXT and approved by the DEPARTMENT.
- ☐ (c) An agreed lump sum \$ _____, as supported by a detail analysis of estimated cost attached hereto. (Note: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$25,000.00.)

12. If the DEPARTMENT AND CSXT concur that an upgrading and/or betterment of the crossing beyond that contemplated in this agreement is desirable, then any cost associated with such upgrading or betterment shall be paid from the maintenance account provided for in the Phase A Agreement. If the CITY wishes to upgrade and/or better the crossing, such upgrade or betterment shall be paid for by the CITY.

13. All salvage value of materials resulting from the work contemplated herein shall be subject to the salvage provisions of the Phase A Agreement.

14. (a) If methods (a) or (b) in Section 11 above are indicated, within one hundred eighty (180) days after completion of the work, CSXT shall, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible.


(b) The final billing, or when a Lump Sum estimate is approved by the DEPARTMENT, as in method (c) in Section 11, shall also show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to CSXT's records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the CITY. Upon receipt of invoices prepared in accordance with the provisions of the above indicated Reimbursement Policy, the CITY agrees to reimburse CSXT in the amount of such actual costs or Lump Sum as approved by the CITY's auditor.

15. Should said crossing be abandoned, the DEPARTMENT may, at its sole discretion, remove said crossing or otherwise control or use said crossing as the DEPARTMENT desires.


16. ~~CSXT and the CITY covenant and agree that they will, jointly and severally, indemnify and hold harmless the DEPARTMENT and all of its DEPARTMENT, its agents, employees, contractors, vendors, carriers, subcontractors, and all other persons or entities, from and against all claims, damages, costs, charges, or expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the CITY, its agents, employees, contractors, vendors, carriers, subcontractors, or any other persons or entities, in connection with the performance of the work contemplated herein, whether direct or indirect, and whether or not such claims, damages, costs, charges, or expenses are caused in whole or in part by the negligence, active or passive, of CSXT, its agents, employees, contractors, vendors, carriers, subcontractors, or any other persons or entities, and whether or not such claims, damages, costs, charges, or expenses are caused in whole or in part by the negligence, active or passive, of the CITY, its agents, employees, contractors, vendors, carriers, subcontractors, or any other persons or entities.~~

17. Special provisions (if any, if none so state).

A. Paragraph 16 deleted by all parties prior to execution.


CSX Signature Approval


FDOT Signature Approval


City Signature Approval

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: [Signature] (SEAL)

ATTEST: Maria Portino
Secretary

CSX TRANSPORTATION, INC.

BY: C. L. Hardy C. L. HARDY, ASST. CHIEF ENGR.
PUBLIC & PASSENGER PROJECTS

ATTEST: Pepe A. Wolpin
TITLE: Assistant Secretary

CITY OF Hollywood, FLORIDA

BY: [Signature] (SEAL)

ATTEST: Charles S. London
Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, OR ILL.

BY: [Signature]
JAMIE ALAN COLE
CITY ATTORNEY

Approved as to Form, Legality and
Execution

By: Laurie C. Meyer
Attorney, FDOT

Date: 1-15-95

WHEREAS, Florida Department of Transportation will commence the rehabilitation work after the execution of the agreement by the City;

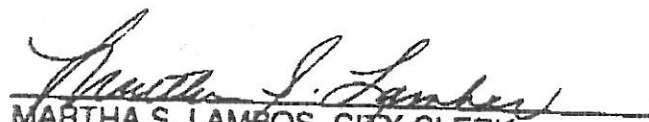
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the execution by the appropriate City officials of an Agreement embodying the terms and conditions approved by the City Commission this date among the Florida Department of Transportation, the CSX Transportation, Inc., and the City of Hollywood, in a form acceptable to the City Manager and approved as to form and legality by the City Attorney.

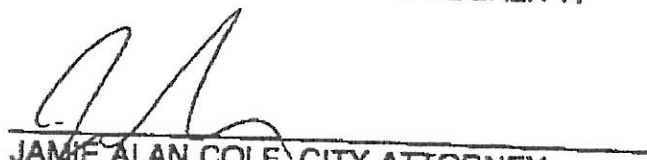
PASSED AND ADOPTED this 16th day of November, 1994.


MARA GIULIANTI, MAYOR

ATTEST:


MARTHA S. LAMBOS, CITY CLERK

APPROVED AS TO FORM & LEGALITY:


JAMIE ALAN COLE, CITY ATTORNEY