

Nancy,

The requested change has been made to Section 11.1. No other changes have been made to the document.

If acceptable to the County – please present for execution.

Thank you,

Janae Hudgins, CAPM
Project Coordinator / Rail Division
5200 Belfort Road, Suite 400
Jacksonville, FL 32256
Office: 904-265-7721



From: McKibben, Nancy <nmckibben@co.pinellas.fl.us>

Sent: Thursday, August 22, 2019 1:06 PM

To: Hudgins, Janae <Janae.Hudgins@stvinc.com>

Cc: 4017775-0076 Pinellas Park, FL - 54th Ave N <4017775-0076_Pinellas_Park_FL_-_54th_Ave_N@stvinc.com>;
4019247-0127 Pinellas Park, FL - 54th Ave N TUB <4019247-0127_Pinellas_Park_FL_-_54th_Ave_N_TUB@stvinc.com>;
Schonk, James A. <James.Schonk@stvinc.com>; Celeste, Merry E <mceleste@co.pinellas.fl.us>; Willis, Scott
<Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Meador, Robert C <rmeador@co.pinellas.fl.us>;
McKibben, Nancy <nmckibben@co.pinellas.fl.us>

Subject: RE: FL2152 Pinellas Park, Pinellas Co., FL -- TUB installation at 54th Ave MP ARE 893.72 DOT 626691S
Jacksonville Div., Clearwater Sub.

****This e-mail is from outside STV****

Good afternoon Janae,

Section 11.1 of the attached draft agreement contains indemnification language that is in conflict with Pinellas County Resolution #06-70. County staff requests removal of the requirement for the County to indemnify CSXT, which is in conflict the attached resolution.

Please advise if this language can be removed or revised to state that each agency is responsible for their own acts of negligence. Most recently, for FL2153, the verbiage was amended as follows to the satisfaction of all parties:

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement. Notwithstanding

the aforementioned requirements, and without limiting the Agency's Contractors' liability, the Agency's liability to indemnify CSXT shall be limited to the "per person" and "per occurrence" sovereign immunity limits as set forth in Florida Statutes, Section 768.28(5), as may be amended, applicable to the date of the incident giving rise to the obligation to indemnify.

We will be unable to process the agreement for signature until a written response is received regarding the above request. Thank you for your attention to this matter. Please contact this office if you have any questions or require additional information.

Nancy McKibben, MPA, CPM

Assistant to the County Administrator
Representing the Communities of Unincorporated North County
Direct: (727) 464-4812
Mobile: (727) 409-0762
Email: nmckibben@pinellascounty.org

You can have the nine greatest ballplayers in the world, but if they don't play together, the club won't be worth a dime.
Babe Ruth,
Baseball player
All government correspondence is subject to the public records law.

From: Hudgins, Janae <Janae.Hudgins@stvinc.com>
Sent: Thursday, August 15, 2019 8:50 AM
To: McKibben, Nancy <nmckibben@co.pinellas.fl.us>
Cc: 4017775-0076 Pinellas Park, FL - 54th Ave N <4017775-0076_Pinellas_Park_FL_-_54th_Ave_N@stvinc.com>; 4019247-0127 Pinellas Park, FL - 54th Ave N TUB <4019247-0127_Pinellas_Park_FL_-_54th_Ave_N_TUB@stvinc.com>; Schonk, James A. <James.Schonk@stvinc.com>; Celeste, Merry E <mceleste@co.pinellas.fl.us>; Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>
Subject: RE: FL2152 Pinellas Park, Pinellas Co., FL -- TUB installation at 54th Ave MP ARE 893.72 DOT 626691S Jacksonville Div., Clearwater Sub.

Nancy,

STV has received an updated estimate for the TUB installation which has been incorporated into the current FAE and added to the Construction Agreement which is attached for the County's review. Upon approval, please print two single-sided copies of the attached agreement and have them signed by the appropriate representative. Please do not date the documents. CSXT will insert the date upon final execution. Please mail the originals to STV at the address below for further handling with CSXT. Once the Agreement has been fully executed by CSXT, one original copy will be returned to the County for their records.

Upon receipt of the fully executed agreement, STV will provide further instructions regarding prepayment and scheduling of the pre-construction meeting.

Please do not hesitate to contact me if you have any questions.

Than you,

Janae Hudgins, CAPM
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Jacksonville, FL 32256
Office: 904-265-7721

