

Department of Transportation

TOM WEBB, JR. SECRETARY

Division of Road Operations

January 26, 1977

Mr. T. B. Hutcheson, Assistant Vice President Seaboard Coast Line Railroad Company 500 Water Street Jacksonville, Florida 32202

Dear Sir:

Section 74000-6904, State Road (Henry Smith Rd.)

Nassau County, Parcel 1 (R/W SIG-R)

Crossing Number: 620736-B FAP Number: RRS-000S(36)

SCL M.P.: A-615.70 SCL File: 51-0-Fla.(Hilliard)-I

We are enclosing one (1) fully executed agreement dated January 24, 1977 involving your Company and covering the installation of grade crossing warning devices estimated at \$60,800.00.

The enclosed documents have been approved by the Department and you may consider this notice as your authorization to proceed with the work under the direction of our District Engineer. Please extend advance notification of work by Railroad forces to our District Utility Engineer.

The work under this contract shall be performed in accordance with the provisions of the Federal Highway Administration's Federal-Aid Program Manual Volume 1, Chapter 4, Section 3, and/or Volume 6, Chapter 6, Section 2, as required. This authorization is retroactive to the date of the Division Administrator's approval.

Sincerely yours,

M. Salley, P. E. State Utility Engineer

Enclosure: 3 conformed copies and 5 copies of plan profile sheet No. 2. cc: Mr. Richard L. King, Nassau County Engineer, w/1 Agreement copy
Mr. R. D. Liggett, Chief Engineer Communications & Signals - SCL

Mr. Eugene R. Buzard, General Councel - SCL Mr. W. H. Skinner, District Engineer

Attention: District Utility Engineer, w/2 Agreement copies Comptroller, w/l Agreement copy Federal Aid Programs Manager

Division Administrator, FHWA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING PROTECTIVE DEVICES AND FUTURE RESPONSIBILITY (County)

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	FAPNO.
74	000	6904	Henry Smith Road	NASSAU Duval	1 (SIG-R)	TQ-000S(28).

RRS-000S(36) THIS AGREEMENT, made and entered into this -197 7, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORT. component agency of the State of Florida, hereinafter called the DEPARTMENT, and SEABOARD COAST LINE RAILROAD COMPANY Virginia a corporation organized and existing under the laws of Jacksonville with its principal place of business in the City of _ Duval ____, State of __ Florida , hereinafter called County, a political subdivision of the State of Florida, the COMPANY; and ___ Nassau acting by and through its Board of County Commissioners, 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. 74000-6904, _ and _ SR 200 SR 115-A which crosses at grade the right of way and 3,179 feet south from the COMPANY'S Mile Post track(s) of the COMPANY at a point_ A-615, at or near Hilliard __, Florida as shown on DEPARTMENT'S Plan Sheet No. __ attached hereto as a part hereof, NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows: The COMPANY shall furnish the necessary materials and install automatic grade crossing signals and/or other protective devices at said location on an actual cost basis, and in accordance with the DEPARTMENT'S Plans and Standard Index Number XXXX ttached hereto and by reference made 17882 a part hereof. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the: DEPARTMENT Procedure No. 132-046 "Reimbursement for Utility and Railroad Relocation," dated October 1, 1973, and Rule 014-46.02 "Responsibility for the Cost of Railroad/Highway Crossings," Florida Administrative Code, dated February 3, XX(b) Federal Highway Administration "Policy and Procedure Memorandum 30-3," Transmittal 218, dated October 26, 1971, and Federal Highway Administration "Policy and Procedure Memorandum 21-10," dated October 3, 1958,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

- 3. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, 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 DEPARTMENT.
- 4. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an estimate of the cost thereof in the amount of \$\frac{60,800.00}{...}\$. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT; the Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and, when applicable, the Federal Highway Administration.
- 5. The installation and/or adjustment of the COMPANY'S facility as planned (*MA-will not) involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):
- _____(a) _______% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (extended service life) and/or (nonreimbursable segments).
- 6. All labor, services, materials and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

10.

- 7. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.
- 8. It is further agreed that the cost of all installations and/or adjustments made during this installation work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of installation and/or adjustment of the previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.
- 9. Upon completion of the work the COMPANY shall, within one hundred twenty (120) days, furnish the DEPARTMENT 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 is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall 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 the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor. The DEPARTMENT shall retain ten per cent from any progress payment.

good and safe condition will:

XX

(a) immediately revert to the COUNTY and the COUNTY joins herein for the purpose hereof.

Upon installation of said protective devices, the expense thereof in keeping same in a

____(b) be borne by the DEPARTMENT for a period not to exceed _____from the date of completion of the aforementioned project, but not to exceed the amount of

fifty per cent (50%) of the cost enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Protective Devices attached hereto and by this reference made a part hereof. At the conclusion of said time period, such maintenance of the protective devices and expense thereof will be transferred to and assumed by the COUNTY and the COUNTY joins herein for the purpose hereof. The COUNTY agrees to notify the COMPANY in writing at least thirty (30) days prior to expiration of maintenance by the DEPARTMENT.

IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon proper notification, perform such periodic maintenance work as required and bill either the DEPARTMENT or the COUNTY, whichever is applicable under the foregoing paragraph, for costs thus incurred.

- 11. After said automatic crossing signals and/or other protective devices have been installed and/or adjusted and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or their successors or assigns shall operate the automatic grade crossing signals and/or other protective devices, or until it is agreed between the parties hereto that the signals are no longer necessary at said grade crossing, or until the said crossing is abandoned, or other legal requirements made which shall cease operation and maintenance of signals thereat. The COMPANY agrees that any future relocation or adjustment of said protective devices shall be performed by the COMPANY with the DEPARTMENT or the COUNTY, whichever is applicable at the time as governed in Paragraph 10 above, responsible for such cost as specified at that future date. The COMPANY further agrees to assume full responsibility for the continued operation and maintenance of such devices once they are placed in service.
- 12. The COMPANY expressly agrees to indemnify and hold harmless the DEPARTMENT against each and every claim, demand or cause of action that may be made or come against the DEPARTMENT by reason of or any way arising out of any defect, imperfection, failure to repair, or failure to maintain, done, suffered, or permitted in or about such protective devices, and also every claim, demand or cause of action against said DEPARTMENT by reason of any liability that is or may be imposed on the DEPARTMENT under the laws of this State because of its participation in the cost of such maintenance governed in Paragraph 10 (b) above, on account of any such defect, imperfection, or failure to repair or maintain, done, suffered, or permitted in or about said crossing or crossing protective devices, or on account of any action or omission on the part of the COMPANY in or about the same.
- 13. The COMPANY covenants to indemnify, defend, save harmless and exonerate the DEPARTMENT of and from all liability, claims and demands arising out of work undertaken by the COMPANY pursuant to this agreement, due to the negligent actions, delay or omissions done or

committed by the COMPANY, its subcontractors, employees, agents or representatives; excepting, however, any loss, damage or injury arising out of or caused by the negligent actions, delays or ommissions done or committed by the DEPARTMENT, its subcontractors, employees, agents or representatives, which loss, damage or injury shall be borne by the DEPARTMENT except as otherwise covered by bonds or insurance.

14. It is agreed between the parties hereto that the cost of installing Railroad Grade Crossing Traffic control devices at said crossing be borne jointly between the COUNTY and the DEPARTMENT with the COUNTY responsible for ten percent (10%) of the actual cost. The COUNTY upon execution of this agreement shall furnish to the DEPARTMENT a COUNTY resolution authorizing the DEPARTMENT to use COUNTY secondary funds for the ten percent (10%) of the actual cost which is the COUNTY'S contribution.

Paragraph 14 added hereto prior to execution by the parties hereto.

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

As to the DEPARTMENT D.O.T. RECAL APPROVED	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY: Director of Administration ATTEST Executive Secretary
As to the COMPANY	BY: ATTEST: W. Martens Assistant Secretary (COMPANY) SEABOARD COAST.LINE RAILROAD BY: W. Martens Assistant Secretary
Margie J. armstrag As to the COUNTY	BY: John H. aimstrong & (Title (SEAL)
Approved as to Form Leglity and Execution STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION By: Assistant Attorney	Examined and Approved: Date Division Administrator Federal Highway Administration

State of Florida Department of Transportation Division of Road Operations COUNTY RESOLUTION GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

COUNTY	SECTION	UTILITY JQB NO	. STATI	ROAD	NO.	социту	NAME	PARCEL	& R/	w JQB	NO.	FAP	No.	
74	000	6904	Henry	Sm1th	Rd.	llass	i a u	1	(\$1	G-R)	•	ΤQ	-0 0	os (28

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 RESOLUSHALL TAKE EFFECT.

RESOLUTION NO. <u>189</u>

ON MOTION OF Commissioner //odgeS , seconded by Commissioner <u>Claxton</u> , the following RESOLUTION was adopted:
WHEREAS, the State of Florida Department of Transportation is constructing, reconstruting or otherwise changing a portion of the State Highway System, between SR 115-A
and <u>SR 200</u> , which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing 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 Seaboard Coast Line Railroad Company for the installation and maintenance of certain grade crossing traffic control devices designated as Job No. 74000-6904 on Henry Smith Rd. which crosses the right fo way and tracks of the Company at a point 3,179 feet south from the Company's Mile Post A-615, at or near Hilliard, Florida; and,
That County agrees to participate in the cost of installation as enumerated in Paragraph 14 and assume it's share in the cost of future maintenance and adjustment of said grade crossing traffic control devices as designated in Paragraph 10 of the RAILROAD RE-IMBURSEMENT 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 <u>Seaboard Coast Line</u> 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 14 day of Dec., 1976.
Chairman of the Board of County Commissioners
ATTEST: Clerk of the Board of County Commissioners

SEABOARD COAST LINE RAILROAD COMPANY

To:

Florida Department of Transportation

Project Ref.

74000-6904 Parcel 1 (R/W SIG-R)

Location:

Hilliard, Florida

Route:

SCL Mile Post: A-615.60

Henry Smith Road

Crossing Inv. No. 620736 B

Drawing No.

Description:

Install automatic highway crossing flashing light signals, on

cantilever assemblies, short arm gates and bells.

Estimated Cost

Material Cost

\$36,000.

Sales Tax

1,440.

Handling.

1,800.

Transportation to Project

60.

Total Material Cost

\$39,300.

Credit for Released Material

Net Material Cost

00.

Engineering

1,180.

Plus Composite Additive

591.

Total Engineering

1,771.

\$39,300。

Construction Labor

8,950.

Plus Composite Additive

3,812.

Total Construction Labor

12,762.

Supplemental Annuity on Labor

150.

Meal Allowance and Lodging

2,460.

Transportation of Equipment to Project

120.

Equipment Rental

1,217.

Traffic Control Devices (Construction)

125.

Estimated Material and Labor Cost

\$57,905. \$ 2,895.

County: Nassau

Contingencies

\$60,800.

Railroad Portion

00.

Outside Party Estimated Cost

TOTAL ESTIMATED COST

\$60,800.

Office of Chief Engineer Communications and Signals Jacksonville, Fla. Date: 10/22/76-cvs

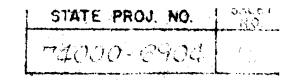
SEABOARD COAST LINE RAILROAD COMPANY

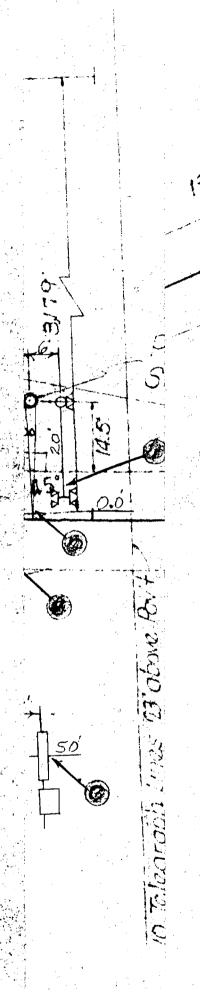
Florida Department of Transportation

To:

	Pro	eation: Hilliard, Florida County: Nassau	
		cation: Hilliard, Florida Mile Post: A-615.60 Drawing No.	
		· · · · · · · · · · · · · · · · · · ·	2 <i>6</i> D
		j di	
	Dea	scription: Install automatic highway crossing flashing light signal	s, on
		cantilever assemblies, short arm gates and bells.	
		Estimate of Signal Material and Cost	
	2 -	Signal Assembly, complete with 20 ft. cantilever arm and 6 lamp \$	6,192.
	2 -	Gate Assembly, complete with 24 ft. arm and 2 lamp units on mast	5,642.
	1 -	Crossing Control Case, containing control apparatus, rectifiers, lightning protection, etc., for use at crossing	9,270.
•	1 -	Battery Box, containing operating battery, for use at crossing	1,570.
	2 -	Crossing Control Case, containing control apparatus, rectifier,	3,428.
		lightning protection, etc., for use at start points	
	2 -	Crossing Control Case, containing control apparatus, rectifier,	1,714.
		lightning protection, etc., for use at restart points	
	4 -	Battery Box, containing operating battery, for use at start and restart points	2,420.
	1 -	Lot Control Apparatus, lightning protection, etc., for use at existing housing	850.
	8 -	Lengths 3 in. Pipe, for cable runs under roadway and tracks	442.
	1 -	Lot Underground Cables, single and multiple conductor, for use from control cases to tracks, signals, etc.	2,485.
	1 -	Power Service Assembly, for use of commercial power	180.
	1.4	- Miles Triplex Wire, complete with dead ends, hangers, etc., for use of commercial power at start points	1,590.
		Miscellaneous Items	217.
٠	· .	Total Estimated Material Cost \$3	36,000.

Office of Chief Engineer Communications and Signals Jacksonville, Fla. Date: 10/22/76-cvs





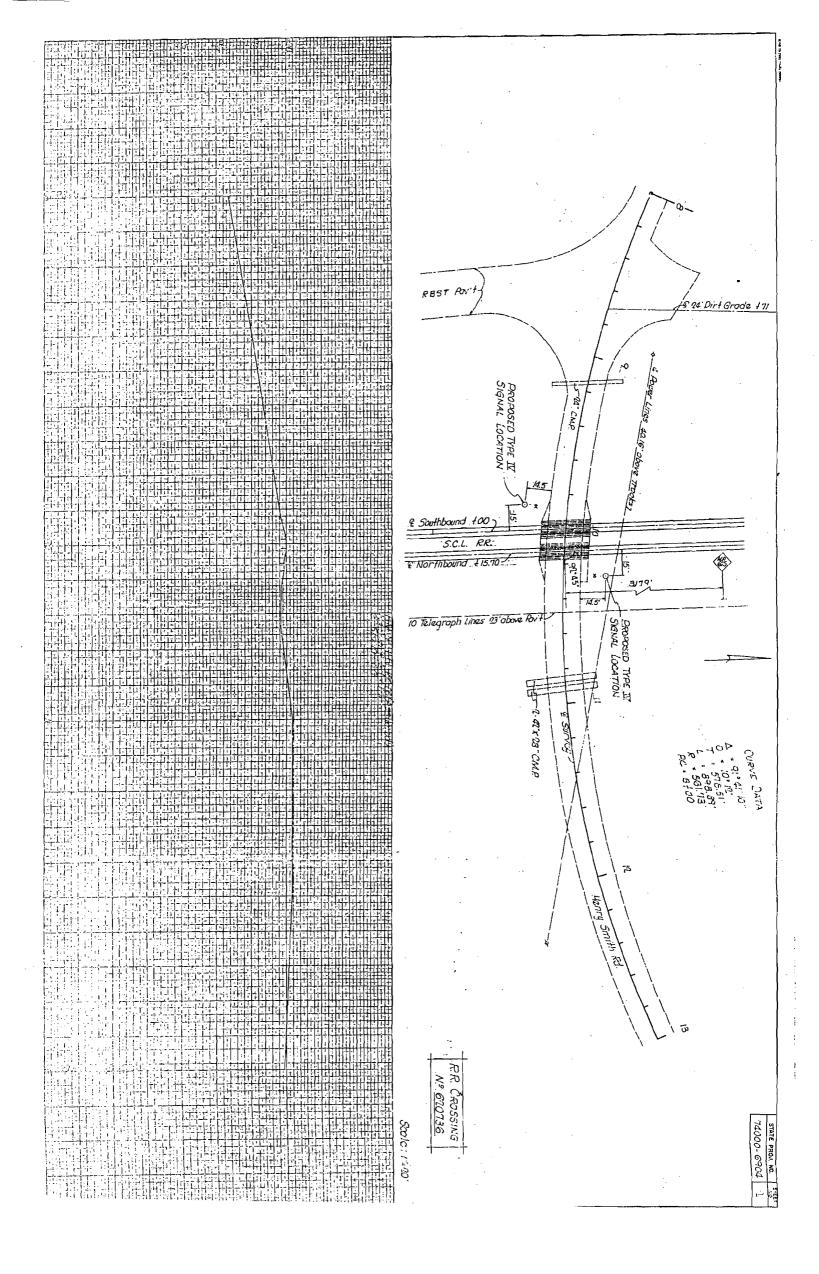
SECTION 74000-6904 NASSAU COUNTY HENRY SMITH ROAD HILLIARD, FLA. RR MF A-615.60

SKETCH SHOWING GRADE CRUSSING FROTECTIVE DEVICES

SCLRR CO DATE 10-22-76

RR CROSSING Nº <u>640736</u>

Scale 1 /2 201



THIS CONTRACT PLAN SET INCLUDES ROADWAY PLANS

INDEX OF ROADWAY PLANS

Plan and Profile Sheet

INDEX NO.

STANDARD DRAWINGS

G55-01 GP0-01

Standard Symbols for Key Maps and Han Sheets

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED

STATE HIGHWAY

F.A. PROJECT NO. TQ B -000S (2)

NASSAU COUNTY

HENRY SMITH RD.

FLA 74000-6904-910

THESE PLANS MAY HAVE BEEN HET SIZE BY PEPRODUCTION. THIS N CONSIDERED WHEN DETENDING SCA

GOVERNING SPECIFICATIONS STATE DEFARTMENT OF TRANSPORTATION, SPECIFICATIONS, DATED 973 AND SUPPLEMENT THERETO CATED

L. E. STUBBS

