



Division of Road Operations

September 1, 1976

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

Dear Sir:

Section 74520-6901, State Road S-108
Nassau County, Parcel 4 (R/W 2151)
Crossing Number: 620796-K
FAP No.: RRS-000S(23)
SCL M.P.: S-607.50

We are enclosing one (1) fully executed agreement dated September 1, 1976 involving your Company and covering the installation of grade crossing warning devices estimated at \$28,250.00.

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,

E. M. Salley, P. E.
State Utility Engineer

EMS/ceb
Enclosure

cc: Mr. Richard L. King, Nassau County Engineer, w/1 agreement copy
Mr. R. D. Liggett, Chief Engineer Communication and Signals
Mr. W. H. Skinner, District Engineer
Attention: District Utility Engineer, w/2 Agreement copies
Comptroller, w/1 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.	F A P NO.
74	520	6901	S-108	Nassau	4 (2151)	RRS-000S(23)

THIS AGREEMENT, made and entered into this 1ST day of September, 1976, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and SEABOARD COAST LINE RAILROAD COMPANY, a corporation organized and existing under the laws 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 County, a political subdivision of the State of Florida, 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. ~~74520-5901~~, ~~between~~ on S. R. ~~#4~~ S-108 which crosses at grade the right of way and track(s) of the COMPANY at a point 2482 feet South from the COMPANY'S Mile Post 607.50, at or near Gross, 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:

1. 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 1467 attached hereto and by reference made a part hereof.

2. 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:

—(a) 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, 1971,

—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 \$ 28,250.00 . 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 ~~####~~ 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).

____(b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

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.

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.

10. Upon installation of said protective devices, the expense thereof in keeping same in a good and safe condition will:

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

_____ (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 and COUNTY against each and every claim, demand or cause of action that may be made or come against the DEPARTMENT ^{and COUNTY} 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 ^{and COUNTY} by reason of any liability that is or may be imposed on the DEPARTMENT ^{and COUNTY} 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 ^{and COUNTY} 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 omissions 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 automatic protective devices at said crossing be borne jointly between the COUNTY and the DEPARTMENT with the COUNTY responsible for ten per cent (10%) of the actual cost. The COUNTY upon execution of this agreement shall furnish to the DEPARTMENT as advance payment a negotiable voucher made payable to the DEPARTMENT for ten per cent (10%) of the estimated cost contained in paragraph 4 above. Should the final cost be less than estimated cost, refund to the COUNTY shall be made. Should the final cost be greater than the amount previously paid by the COUNTY, the COUNTY shall, upon receipt of billing, pay to the DEPARTMENT the balance due pursuant to paragraph 9 hereof.

Paragraph 14 added prior to execution by parties hereto.

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

WITNESSES:

Lura J. Pippin

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BY: Billy S. Pellam
Director of Administration

[Signature]
As to the DEPARTMENT
8/13/76

ATTEST: [Signature] (SEAL)
Executive Secretary

D.O.T. FISCAL APPROVED

(COMPANY) SEABOARD COAST LINE RAILROAD COMPANY

John S. Fey, Jr

BY: [Signature]
VICE - President

[Signature]
As to the COMPANY

ATTEST: [Signature] (SEAL)
Assistant Secretary H. W. Martens

NASSAU COUNTY, FLORIDA

[Signature]

BY: John F. Armstrong
(title)

Gloria H. Guest
As to the COUNTY

ATTEST: [Signature] (SEAL)

Examined and Approved: 3/23/76
Date

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

[Signature]

(\$ 66,850 available as of AUG 16 1976

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF ROAD OPERATIONS
COUNTY RESOLUTION
GRADE CROSSING PROTECTIVE DEVICES AND
FUTURE RESPONSIBILITY

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F A P NO.
74	520	6901	S-108	Nassau	4(2151)	RRS-000S(23)

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING PROTECTIVE 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. 251

ON MOTION OF Commissioner Heenan, seconded by Commissioner Fisher, 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, ~~DC####~~ on S.R. S-108 ~~###~~, which shall call for the installation and maintenance of railroad grade crossing protective 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 S C L R/R Company for the installation and maintenance of certain grade crossing protective devices designated as Job No. 74520-6901 on S-108 which crosses the right of way and tracks of the Company at a point 2482 feet South from the Company's Mile Post 607.50, at or near Gross, Florida; and,

That the 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 protective devices as designated in Paragraph 10 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 S C L R/R 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 23 day of March, 197 6.

ATTEST: Boogly
Clerk of the Board of County Commissioners

John G. Armstrong
Chairman of the Board of County Commissioners

74520-6901
74520-6902

RESOLUTION REQUESTING THAT SECONDARY ROAD FUNDS BE USED AS MATCHING FUNDS FOR THE PURCHASE OF RAILROAD CROSSING SIGNALS

WHEREAS, Nassau County desires to place appropriate railroad crossings throughout the county for the protection of the public; and

WHEREAS, Nassau County and the State of Florida Department of Transportation are to participate in this project jointly and to contribute matching funds; and,

WHEREAS, the Board of County Commissioners of Nassau County have determined that the county can best finance this project by the use of its secondary road funds; and

WHEREAS, the railroad crossings which shall be placed are primarily on secondary roads in the County.

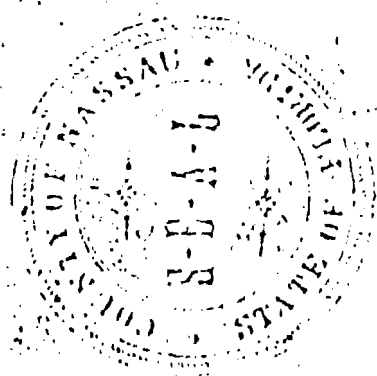
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida, in a regular meeting, duly assembled, that Nassau County's secondary road funds be utilized to match funds contributed by the Department of Transportation towards the installation of railroad crossings.

RESOLVED this 8th day of July, 1975.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY

BY: *John H. Livingston Jr.*

ATTEST: *W. O. Kelly*



STATE OF FLORIDA
COUNTY OF NASSAU

I, D. O. Oxley, Clerk of the Circuit Court in and for Nassau County, Florida, do hereby certify that the foregoing is a true and correct copy of the _____

RESOLUTION NO. 224 A RESOLUTION REQUESTING THAT SECONDARY

ROAD FUNDS BE USED AS MATCHING FUNDS FOR THE PURCHASE OF RAILROAD

CROSSING SIGNALS _____ as the same appears of record in this office, same having been

filed on the 29th day of July, 19 75 ~~1975~~

~~xxxxxx~~

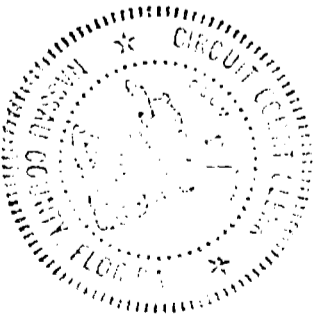
~~xxxxxx~~

Witness my hand and official seal this 30th day of July A. D. 19 75.

D. O. OXLEY
Clerk Circuit Court

By _____

Deputy Clerk.



SEABOARD COAST LINE RAILROAD COMPANY

To: Florida Department of Transportation.
 Project Ref. 74520-6901, Parcel 4 County: Nassau
 Location: Gross, Fla.
 SCL Milepost: S-607.50
 Route: S.R. S-108 Crossing Inv. No. 620796K
 Description: Install flashing light signals (cantilever type).

	<u>Estimated Cost</u>	
Material Cost	13,200	
Sales Tax	528	
Handling	675	
Transportation to Project	82	
Total Material Cost	14,485	
Credit for Released Material	—	
Net Material Cost		14,485
Engineering	600	
Plus Composite Additive	291	
Total Engineering		891
Construction Labor	6,000	
Plus Composite Additive	2,456	
Total Construction Labor		8,456
Supplemental Annuity on Labor		80
Travel Allowance and Lodging		1,740
Transportation of Equipment to Project		120
Equipment Rental		800
Traffic Control Devices (Construction)		300
Estimated Material and Labor Cost		26,872
Contingencies		1,378
TOTAL ESTIMATED COST		28,250
Railroad Portion		—
Outside Party Estimated Cost		28,250

Office of Chief Engineer Communications and Signals
 Jacksonville, Fla. Date: March, 1976

SEABOARD COAST LINE RAILROAD COMPANY

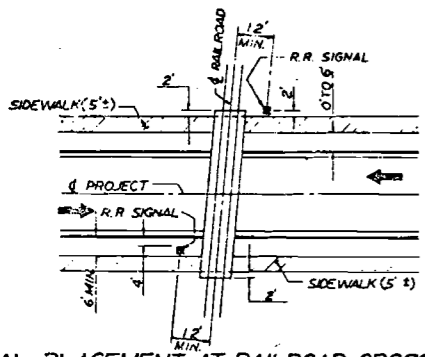
To: Florida Department of Transportation
 Project Ref. 74520-6901, Parcel 4 County: Nassau
 Location: Gross, Fla.
 SCL Milepost: S-607.50
 Route: S.R. S-108 Crossing Inv. No. 620795K
 Description: Install flashing light signals (cantilever type).

List of Estimated Signal Material Required

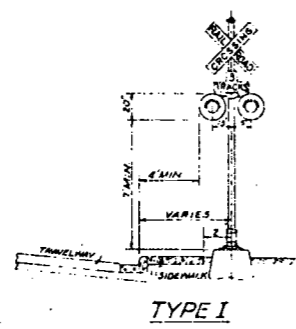
1 - Power service assembly	200
1 - Instrument case wired complete with motion sensing device (IMD)	4,275
1 - Battery Box with batteries	770
2 - Cantilever signal assemblies, 18' span (8 lights)	6,200
2 - Wide band shunts	150
130 - feet 3" Conduit	335
Lot - single and multiple conductor cable	750
3 - Impedence chokes	177
Misc.	<u>343</u>
	13,200

Office of Chief Engineer Communications and Signals
 Jacksonville, Fla. Date: March 2, 1976. RMP

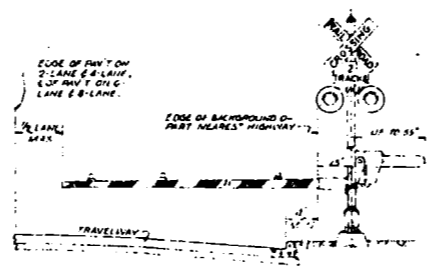
DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
3			



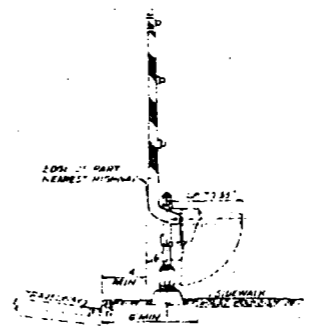
SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANE CURB AND GUTTER)



TYPE I



TYPE III



TYPE V

MUNICIPAL TWO-LANE

FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY PLANS SECTION
RAILROAD CROSSING
PROTECTIVE DEVICES

REVISIONS		ROAD NO.	COUNTY	PROJECT NO.
DATE	DESCRIPTION			
DESIGNED BY	DATE	CHECKED BY	DATE	APPROVED BY
LMF	Nov. 1971			K.R. Chesler
QUANTITIES BY		SCALE		
				2 OF 3
				1467-A

THIS CONTRACT PLAN SET INCLUDES
ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY MAP PLAN AND PROFILE SHEET

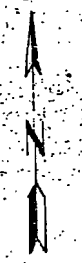
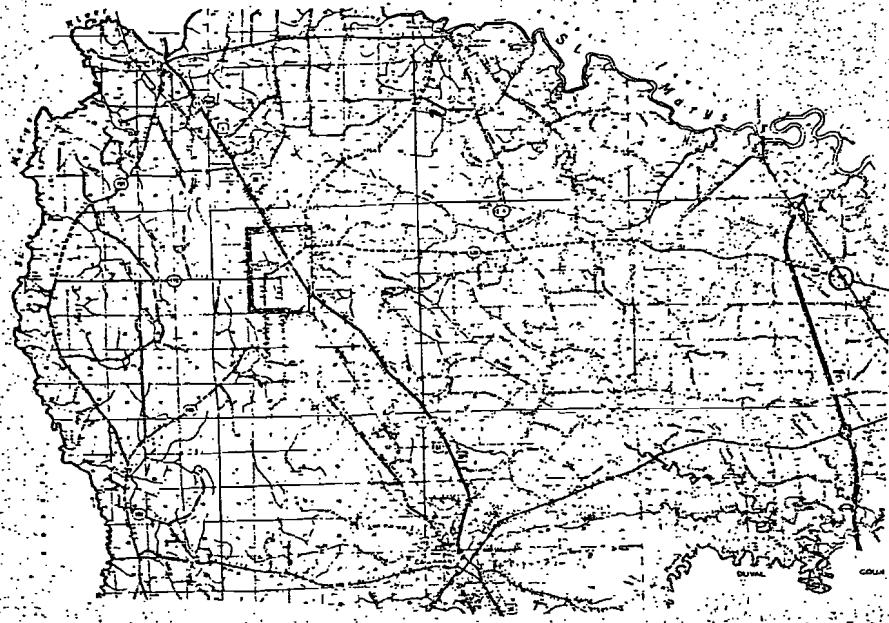
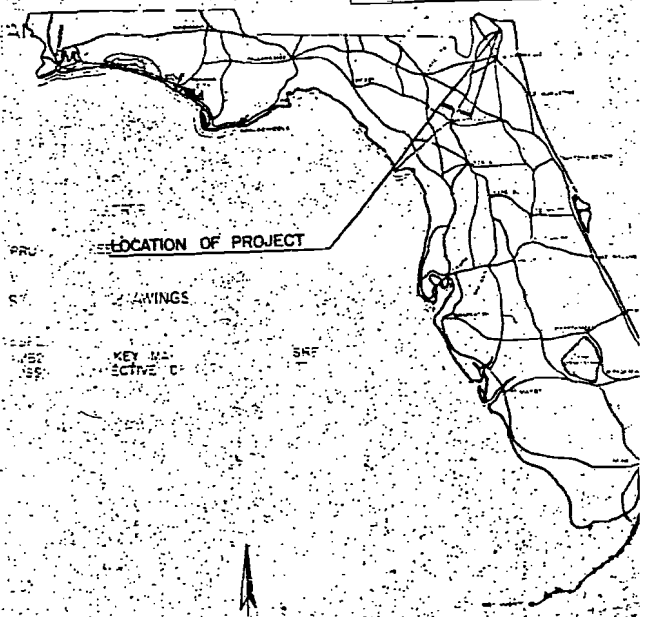
INDEX NO.	STANDARD DRAWINGS
GSA-01	STANDARD ABBREVIATIONS
195	STANDARD SYMBOLS FOR KEY MAPS AND PLAN SHEETS
1467-A	RAILROAD CROSSING PROTECTIVE DEVICES (3 SHEETS)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY

F.A. PROJECT NO. RRS-000S (23)
NASSAU COUNTY
STATE ROAD NO. S-108

STATE	STATE PROJ. NO.	FISCAL YEAR	SHEET NO.
FLA.	74520-3901-910	75	1



2 MILES

LOCATION OF PROJECT
RRC. NO. 620-796 K

GR	LA	RM	MD	RF



GR	LA	RM	MD	RF

ATTENTION IS DIRECTED TO THE
THESE PLANS MAY HAVE BEEN REDUCE
SIZE BY REPRODUCTION THIS MUST
CONSIDERED WHEN OBTAINING SCALED

GOVERNING SPECIFICATIONS STATE OF
DEPARTMENT OF TRANSPORTATION, STA
SPECIFICATIONS, DATED 1973
AND SUPPLEMENT THERETO DATED JUL

SUBMITTED BY

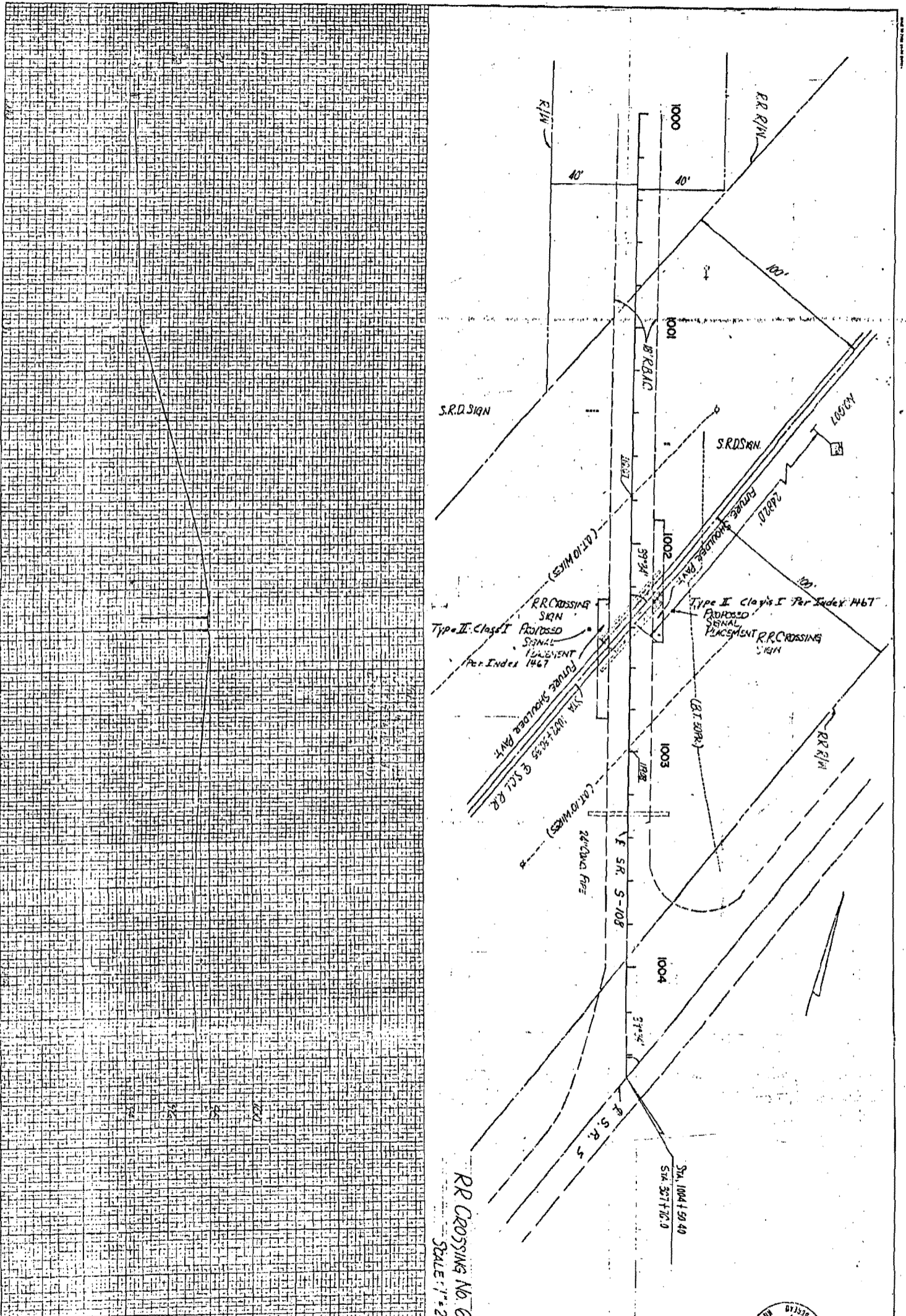
DIRECTOR OF ROAD CONSTRUCTION

APPROVED

DATE

DIVISION CHIEF
ROADWAY

PLEASE RETAIN THIS SHEET FOR
STANDARD PLAN AND PROFILE SHEET
YOUR PERMANENT FILES.



TO OSBECHER, GA.

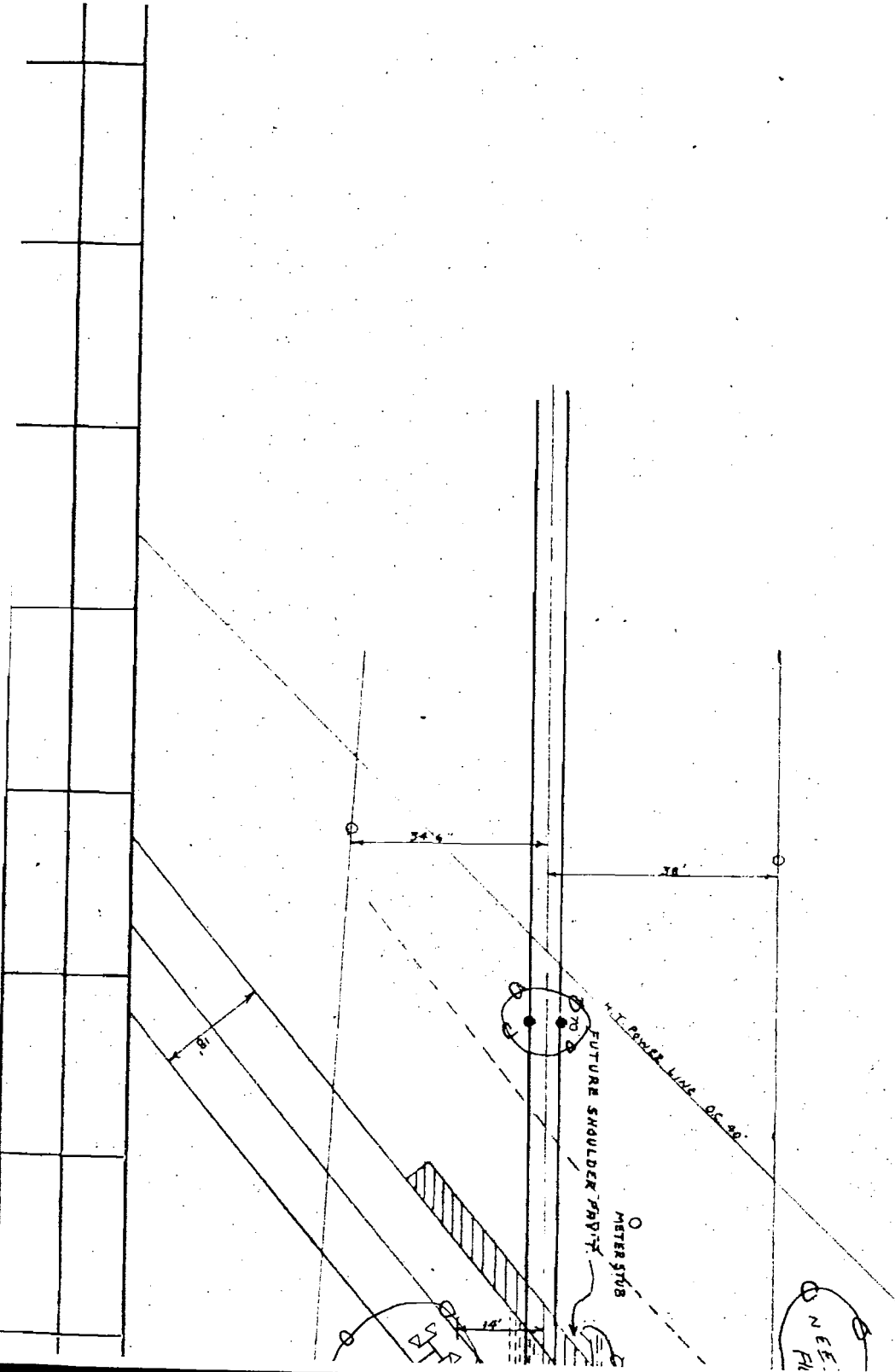
1700

START H.S.
807.5

268

C.S. 607.28
EXISTING

TO OSBECHER, GA.

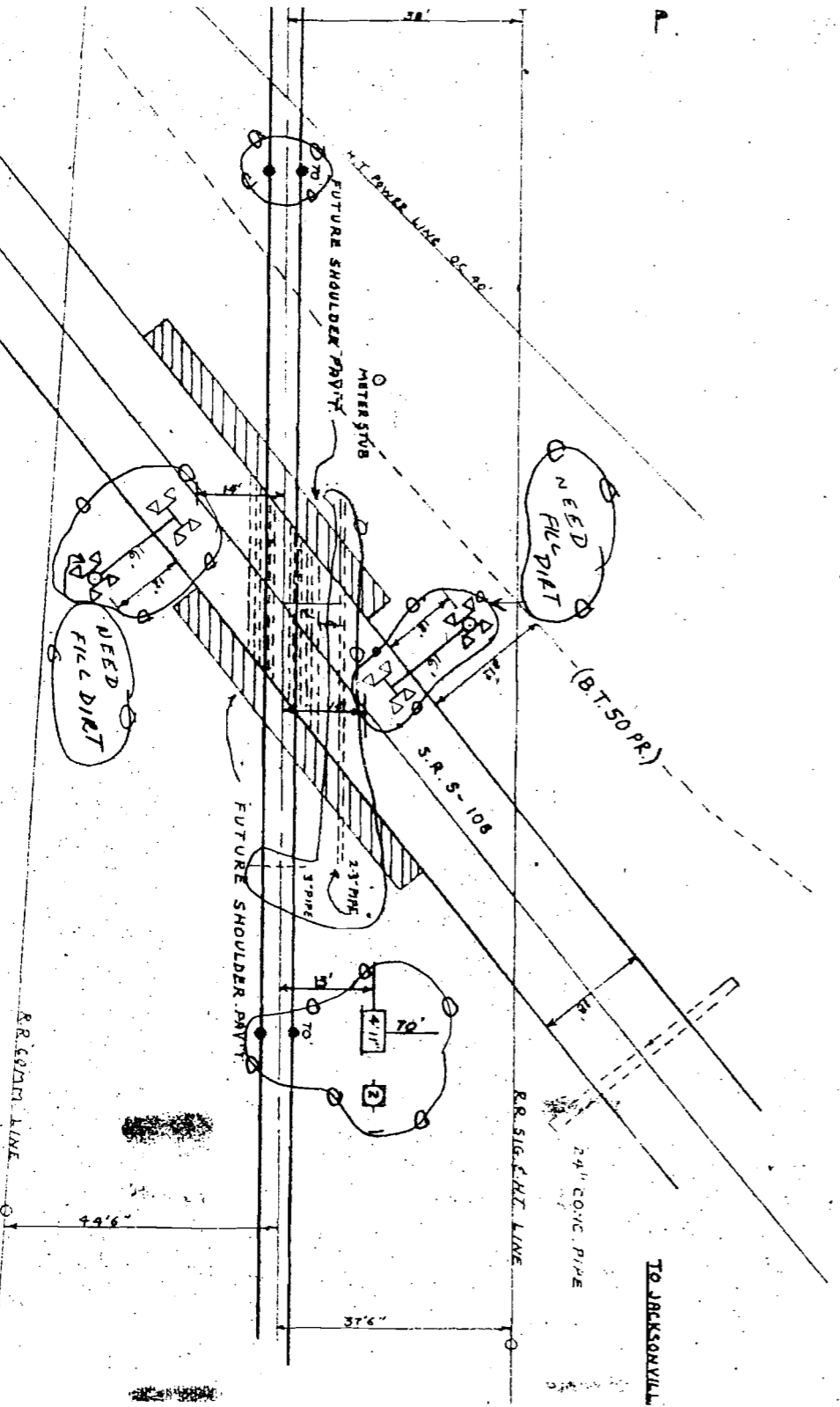


C.S. 6072B
EXISTING

70'
0'
70'

S.R. S-108
N.S. 6078
SEE DRAWING BELOW
FOR CROSSING DETAILS.

HORIZONTAL SCALE: 1" = 200'



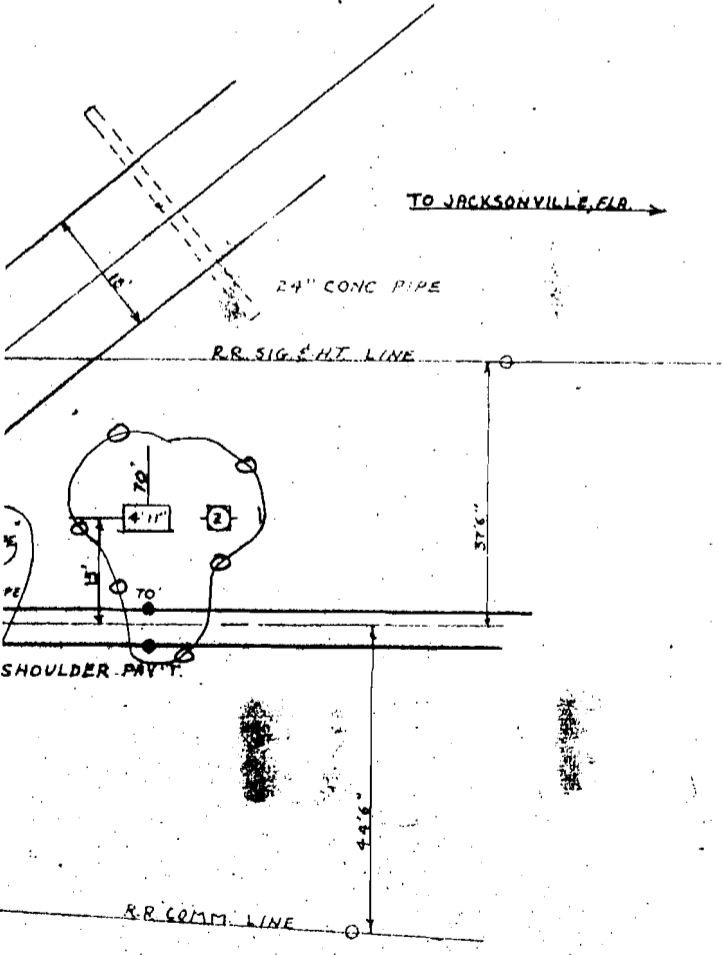
TO JACKSONVILLE

DESIGNED	CORRECT	APPROVED	
DRAWN 7			
TRACED C			
CHECKED			

TO JACKSONVILLE, FLA. →

1700'
← START H.S. 607.5

HORIZONTAL SCALE: 1" = 200'



0-1 IN
X-OUT
1-7-76
CAH

SCALE: 1" = 20'
SECTION 74520-6901
STATE ROAD 5-138
NASSAU COUNTY, PARCEL 4
GROSS, FLA.
PROJECT NO. RRS-0005(23)
R.R. CROSSING NO. 620 734K
M.P. 607.5

BEFORE DIGGING OR PUSHING PIPE
CONTACT THE FOLLOWING:

FLORIDA POWER & LIGHT CO. - McLENNY, FLA.
SOUTHERN BELL TELEPHONE CO. - JAX., FLA.

H.S. 607.5 S.R. 5-108 GROSS, FLA.

CORRECT	DESIGNED	SEABOARD COAST LINE RAILROAD COMPANY SIGNAL CIRCUITS SAVANNAH TO JACKSONVILLE OFFICE OF CHIEF ENGINEER COMMUNICATIONS & SIGNALS, JACKSONVILLE, FLA.	SC H. SMY
	DRAWN CAH		
APPROVED	TRACED CAH		
	CHECKED		