## RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES-COUNTY

COUNTY	SECTION	JOB NUMBER	ROAO NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
74	000	6927	Crawford Road	Nassau	l(SIG-P)	RRP-0005(380)

	74	000	6927	Crawford Road	Nassau	l(SIG-P)	RRP-0005(380)
	TH	IS AGRI	EEMENT, m	nade and entered in	to this <u>204</u> da	v of MAn	; 19 <u>9(</u>
						' '	ON, hereinafter called the
	DEPAR	TMENT	and <del>Nor</del>	folk Southern Gor	poration. GEO	egia southern a	NO FLORIDA RAILWAY
C	a corpe	ration o	rganized ar	nd existing under th	e laws of _ <del>Vir</del> e	<del>unia</del> Georgia	<u> </u>
				ousiness in the City			
	County	ofF	ulton	, \$	State ofGeo	rgia	, hereinafter called
	the CO	MPANY;	; and <u>Nas</u>	sau	County, a	political subdivision	on of the State of Florida,
	acting I	by and th	hrough its E	Board of County Co	mmissioners, he	reinafter called the	COUNTY.
			• •		WITNESSETH:		
	144	JEDE 40	U . DED4	DTUENT 's seed			
						=	e changing a portion of
			•	esignated by the DE			which crosses at grade
•							
	_				•	_	713529-R
	at or ne	ar C	linepost <u>o.</u> Ballahan .	Florida	. ac	shown on DEPAR	TMENT'S Plan Sheet No.
	NC	W, THE	marked REFORE, ir	, attached hereto as Exhibit A, consideration of the	dated Au-	aust 24, 19 akings as herein se	89 ) et forth, the parties
	hereto	agree as	follows:				•
	1.	The CC	MPANY sh	all furnish the nece	ssarv materials a	ind install Automat	ic Grade Crossing
					•		aid location on an actual
_							x Number 17882 attached
				ade a part hereof		-	

- 2. After installation of said signals is completed, fifty (50) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof.
- 3. After said signals have been installed 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 its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation of adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation, the maintenance responsibilities shall be in accordance with the provisions of this agreement.

- 4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the MUTCD within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.
- 5. 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 014-46.002 "Responsibility for the Cost of Railroad/ Highway Crossings," Florida Administrative Code, dated February 3, 1971,
  - \_\_XX\_\_(b) 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. 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.

- 6. 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.
- 7. 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 \$ 56,430.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.
- 8. 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.

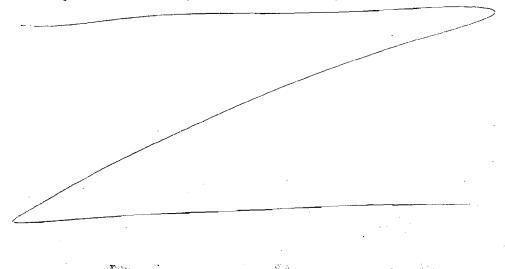
- \_\_\_\_ (c) \$ \_\_\_\_\_ credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accord with Article 9 (c) herein above.
- 11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.
- 12. 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.

Page 4 of 8

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) 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.

14. 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 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.



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\* Page E of 5

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 TRANSPORTAT	TION		•	
BY:			(SEAL)	
ATTEST:Secretar	y			
COMPANY: GEORGIA SOUTHE	en and floriba	RAILWAY	COMPANY	_
BY: REL Service Presiden	1	·	(SEAL)	
ATTEST: Quara M. M. Assistant Secretary				
Nassau	COUNTY, FLORIDA			
ATTEST:  BY:  Chairman  ATTEST:			(SEAL)	
Approved as to Form, Legality	Approved as to Funds Available		Approved as to FHPM Requirements	
Artogriey - DOT Date	BY:Fiscal-DOT	Date	BY:FHWA	Date

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### COUNTY RESOLUTION GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
74	000	6927	Crawford Road	Nassau ·	1(SIG-P)	a. a.

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 EXPENDATURE OF FUNDS AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 90-47
ON MOTION OF Commissioner
WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, between and, which shall call for the Installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF Nassau COUNTY, FLORIDA;
That Nassau County enter into a RAILROAD REIMBURSEMENT Georgia Source, and Florida AGREEMENT with the State of Florida Department of Transportation and the Nortolk-Southern Corp. Company for the installation and maintenance of certain grade crossing traffic control devices designated
which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No713529-R
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 Corporation. 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 18thday of December 19 89.  Cyslimin of the Board of County Commissioners  Cyslimin of the Board of County Commissioners

The state of the s

### DETAILED ESTIMATE FOR GRADE CROSSING WARNING DEVICES

CALLAHAN CITY: JACKSONVILLE MILEPOST: 246.8-G STAT PROJ. NO .: S&E PROJ. NO.: 02.000

STATE: FL

ROAD: CRAWFORD RD. AAR NO.: 713529R COUNTY: NASSAU AFE NO.: FILE NO .:

### \*\*\*PURCHASES - OTHER\*\*\*

MEALS & LODGING:

MAN DAYS:

3000.00

64.0

2200.00

RENTAL OF EQUIPMENT:—
(2 TRUCKS, 1 BACKHOE W/TRAILER
AND 1 PIPE-PUSHER FOR 8.0 DAYS)

CONSTRUCTION SUPERVISION VEHICLE:

140.00

CONTINGENCIES:

1110.00

PURCHASES - OTHER TOTAL:

6450.00

\*\*\*MATERIAL AND ADDITIVES\*\*\*

MATERIAL COST:

32060.00

SALES & USE TAX:

1280.00

FREIGHT CHARGES:

200.00

MATERIAL TOTAL:

33540.00

\*\*\*LABOR AND ADDITIVES\*\*\*

LABOR COST:

8880.00

(8 MAN CREW AT 1110 À DAY FOR: 8.0 DAYS)

**PAYROLL TAX & OVERHEADS:** 

4750.00

PRELIMINARY ENGINEERING:

1590.00

CONSTRUCTION SUPERVISION:

1220.00

LABOR TOTAL:

16440.00

SUBTOTAL:

CREDIT:

56430.00

(SALVAGE/SCRAP)

PROJECT TOTAL:

56430.00

89/09/26

### OFFICE OF PUBLIC TRANSPORTATION RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

COUNTY SECTIO	N JOB NUMBER	ROAD NAME OR NUMBER	COUNTY	DADCEL & DAMANGE	CD FA	PNUMBER
JOUNTY SECTIO	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMB	EH FA	P NUMBER
74 000	6927	Crawford Rd.	Nassau	l(SIG-P)	RRP-00	os (380)
OMPANY NA	ME: Georg	gia Southern and F	lorida <u>Railwa</u>	y Co.		
. JOB DES	CRIPTION & LO	OCATION:Crawfo	rd Road, Nass	au County		
TYPE OF	ROADWAY FA	CILITY:Dirt	Road			
. FDOT/AA	R XING NO.: .	713529~R	RR MII	LE POST TIE:	246.80 G.	
. TYPE SIG	NALS PROPOS	SED1	CLASS	1 not	INDEX:	17882
		SCHEDULE OF A	NNUAL COST OF	AUTOMATIC		
		SCHEDULE OF A	NNUAL COST OF SSING TRAFFIC (	AUTOMATIC CONTROL DEVICES		
		SCHEDULE OF A IIGHWAY GRADE CRO Annual Maintenand	NNUAL COST OF SSING TRAFFIC (	AUTOMATIC CONTROL DEVICES of Installation		
LASS		SCHEDULE OF A	NNUAL COST OF SSING TRAFFIC (	AUTOMATIC CONTROL DEVICES of Installation	COST*	
LASS I		SCHEDULE OF A IIGHWAY GRADE CRO Annual Maintenand	NNUAL COST OF SSING TRAFFIC ( Ce Cost Exclusive	AUTOMATIC CONTROL DEVICES of Installation		
		SCHEDULE OF A IIGHWAY GRADE CRO  Annual Maintenand DESCRIPTION	NNUAL COST OF SSING TRAFFIC ( ce Cost Exclusive e Track	AUTOMATIC CONTROL DEVICES of Installation	COST*	
•		SCHEDULE OF A IIGHWAY GRADE CRO  Annual Maintenand DESCRIPTION Flashing Signals - On	NNUAL COST OF SSING TRAFFIC ( ce Cost Exclusive e Track	AUTOMATIC CONTROL DEVICES  of Installation	<u>COST</u> * 1,404.00	
1		SCHEDULE OF A IIGHWAY GRADE CRO  Annual Maintenand DESCRIPTION Flashing Signals - On	NNUAL COST OF SSING TRAFFIC ( ce Cost Exclusive e Track litiple Tracks Gates - One Trac	AUTOMATIC CONTROL DEVICES  of Installation  \$ k	COST* :1,404.00 :1,858.00	

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 014.46.002

Responsibility for the Cost of Automatic Highway

**Grade Crossing Traffic Control Devices** 

**EFFECTIVE DATE:** 

July 1, 1991

GENERAL AUTHORITY:

334.044 F.S.

SPECIFIC LAW IMPLEMENTED:

335.141 F.S.

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION OFFICE OF PUBLIC TRANSPORTATION WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
74	000	6927	Crawford Road	Nassau	l(SIG-P)	RRP-000S(380)

### RAILROAD COMPANY

	Horfolk Southern Corporation GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY
А. В.	JOB DESCRIPTION & LOCATION: <u>Crawford Road</u> , <u>Nassau County</u> TYPE OF ROADWAY FACILITY: <u>Dirt Road</u> FDOT/AAR XING NO. <u>713529-R</u> RR MILE POST TIE: <del>Crawford</del> 246.80 - G
D.	TYPE SIGNALS PROPOSED: I CLASS: I DOT INDEX NO.: 17882
E.	STATUS AND PROPOSAL:  1. EXISTING DEVICES: (See Agreement dated)  a None-New Crossing.  bXX_ Crossbuck and Disk.  c Flashing Signals with Disk.  d Flashing Signals with Cantilever.  e Flashing Signals with Gates.  f Flashing Signals with Cantilever and Gates.
	2. PROPOSED DEVICES (Safety Index Rating
F.	COMMUNICATION AND/OR POWER LINE ADJUSTMENTS:  1. N/A By Others ( Company)  2 By Railroad Company.
G.	AUTHORITY REQUESTED: (Draft attached: XX Yes
	1. XX Agreement (Third Party Participating Nassau County ) 2. Supplemental Agreement No
H.	OTHER REMARKS:
	Negotiations to be completed by: June, 1990
	Signal installation target date: <u>December</u> , 1990

621-641

Joo-K

7/17/89 FLORIDA DEPARTMENT OF TRANSPORTATION	PAGE 1	
PROJECT NO DIAGNOSTIG FIELD REVIEW REPORT RAIL-HIGHWAY GRADE CROSSING	W.P.A. NO	*.
DATA SHEET	a Rayland PE-at	
CROSSING NO.: 713529-R PRIORITY NO.: 0234 COUNTY: NASSAU CITY: CALLAHAN	Chauford R Eact	
CITY CALLANA	NUMY: HIGHAGGRADE E.	
CLASSIFICATION/LOCATION: DATE LAST UPDATED: 860915		ti tanggan sa katalan da sa katalan sa katal Katalan sa katalan sa k
R.R. CO.: ASOUTHERNARAILWAY COMPANY R.R. BRANCH: STATION: C	RAWFORD R.R. MILEPOST: 0246.80	
Georgia Año Florida	S: NO USE, OPEN	
AS OF STATES	5. NO 03E, 07EN	•
RAIL OPERATIONS: DATE LAST UPDATED: 880413		
TRAIN MOVEMENTS: 11 PER DA MAXIMUM TRAIN SPEED: 055 EFFECTIVE: 880321 NO	O, OF MAIN TRACKS: 1 OTHER TRACKS: 00	
·		
WARNING DEVICES: DATE LAST UPDATED! 870803	,	
EXISTING PROTECTION: X-BUCK TYPE OF TRAIN DETECTION: UNKNOWN	PREEMPTION: N ADVANCE WARNING: N	
MUVOLONI DATA, DATE LACT UPDATED. OCCORE		The content of the first of the content of the cont
PHYSICAL DATA: DATE LAST UPDATED: 860805		me the second of
R.R. CROSSING ANGLE: 50-59 DEGREES NO. OF THRU LANES: 01 OTHER LANES: 0 HIGHWA	•	
ACTUAL STOPPING SIGHT DIST.(FT): 160 MIN. CLEAR QUAD. SIGHT DIST.(FT)(025) PAI	RALLEL RD.: XING RD PARA & OTHER RD T OR +	
CROSSING CONDITION: FAIR APPROACH CONDITION: LARGE HUMP OR SAG - HAZARDO	OUS MAINTAINING AGENCY: COUNTY	
	•	
DEPARTMENT DATA: DATE LAST UPDATED: 890615		
TRAFFIC VOL. (ADT): 000270 AS OF 880815 SCHOOL BUS COUNT: 004 AS OF 1989 PI	ERCENT TRUCKS: .00 HAZARDOUS MATLS.: U	
SAFETY DATA: DATE LAST UPDATED: 890707	•	
	FET IMATED COST. DOZC O THOUSAND	
PRED. ACCID./YEAR: 000.148 SAFETY INDEX: 55.38 RECOMMENDED WARNING DEVICE: FL	ESTIMATED COST: 0036.0 THOUSAND	and the state of t
DESCRIPTION OF SITE/INSTALLATION CONFLICTS:		And the state of the first transfer and the state of the
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REVIEW TEAM RECOMMENDATION: 12 16 11 11 11 11 11 11 11 11 11 11 11 11	11773173001011 CV-31417	and the second of the second o
and it brudy in Garady		
DATE	REVIEWED BY	
REVIEW TEAM PERSONNEL: D.O.T. RAIL D.O.T. SAFETY	RAILROAD CO	•
FHWA LOCAL		
·		in the angular application of a supergraphy

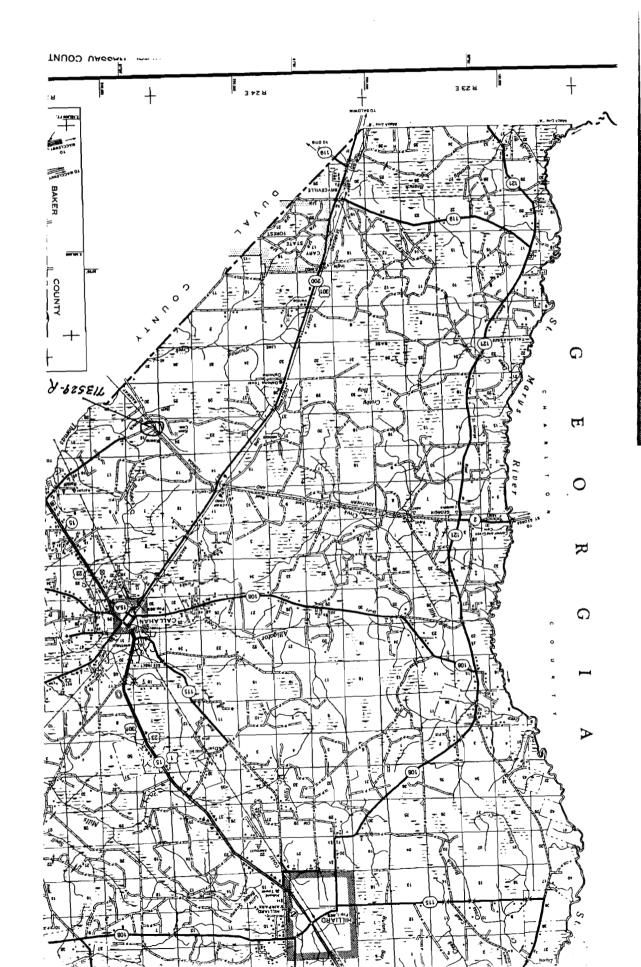
ALL UNDERGROUND UTILITIES TO BE LOCATED AND ADJUSTED BY LITILITIES OWNERS AS NEEDED. WORRA HTROW ALL IMPROVEMENTS TO BE MADE IN

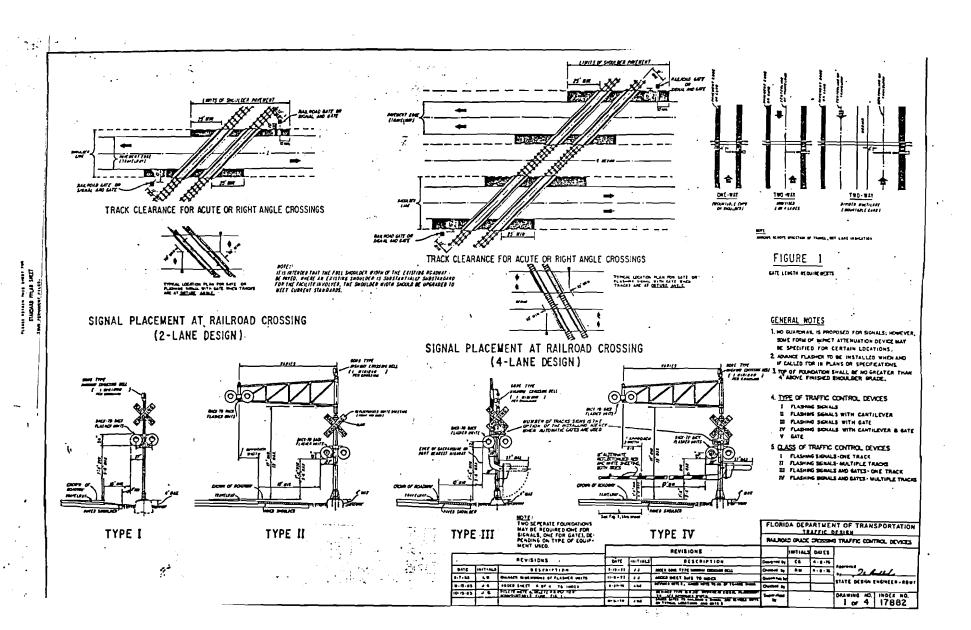
ACCORDANCE WITH D.O.T. STANDARD INDEX 17882.

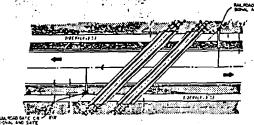
PROJECT NO.
W.P.I. NO:
F.A.P. NO.
. <u>15'</u>
. 15'
<u>12′</u>
<u>-12'</u>
<u>. 24'</u> 
REMARKS EXIST WARNING DEVICES:
CR055BUCK5
US TO INSTALL FLASHING
JIGHTS WITH SIDELIGHTS IN
IW GLAD.
COUNTY TO: OTRIM TREES IN
JW & SE QUADS, @ PAVE 50'
JES OF CROSSING

Browning profession and profession of the profes

**EXHIBIT A** FLORIDA DEPARTMENT OF TRANSPORTATION RAIL-HIGHWAY GRADE CROSSING IMPROVEMENT CROSSING NO. 713529-RCOMPANY 1/5 DATE 8/24/89







ACUTE ANGLE (AND RIGHT ANGLE)

SIGNAL PLACEMENT AT RAILROAD CROSSING (2 LANES, CURB & GUTTER)

OBTUSE ANGLE

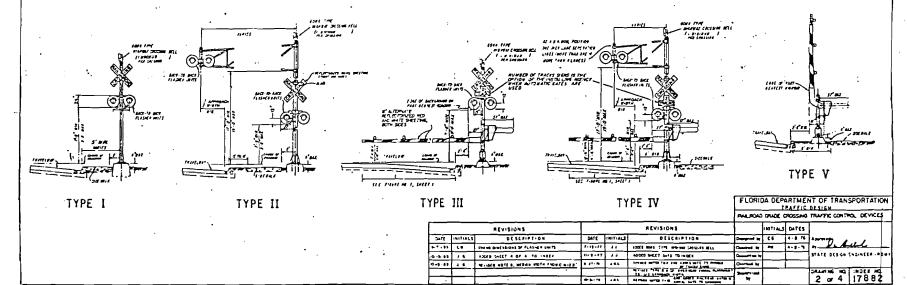
SIGNAL PLACEMENT AT RAILROAD CROSSING (2 LANES, CURB & GUTTER)

#### GENERAL MOTES

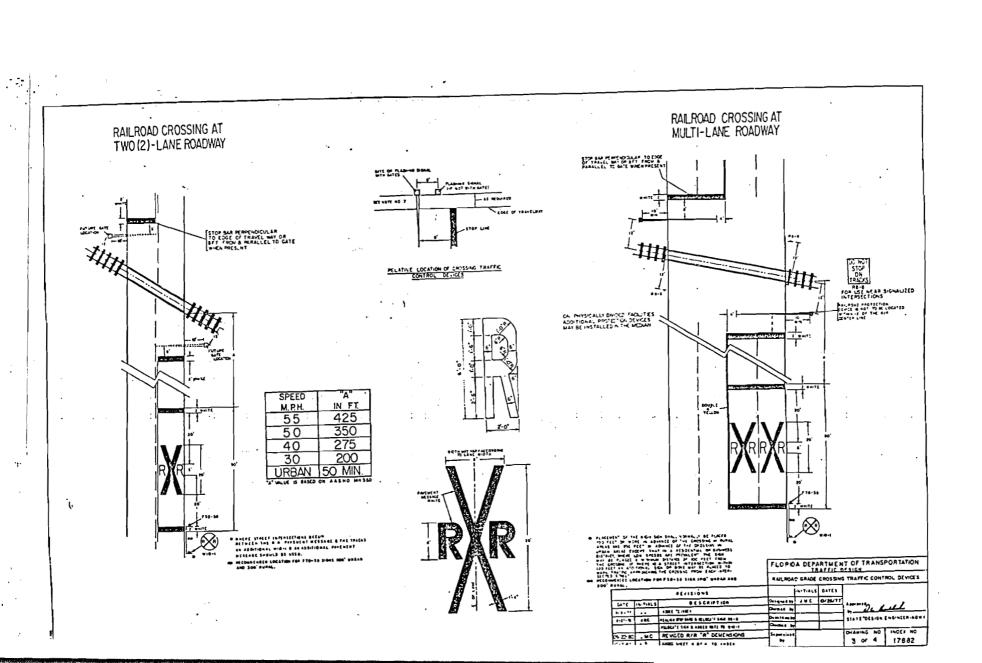
- THE LOCATION OF PLASHING SYDILLS AND STOP ... WES SHALL BE ESTRELIJHED BASED OF PUPPLE CONSPECSED INSTALLATION OF GATES IN THE APPROPRIETE TRACE CLEANINGS.
- WHEN RUNG CALL FOR RALPCAD TRAFFIC CONTROL DEVICES TO BE INTELLED INTURBED HERAND. THE WAYNER HEDIAN RETYRENAL BE SEEN FEET
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  - O' TO 6' LOCATE DEVICE OUTSIDE SOCIALE OVER 6" - LOCATE DEVICE BETWEEN FACE OF CLES AND SICE MALE.

2 or 4 17882

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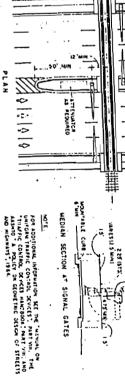
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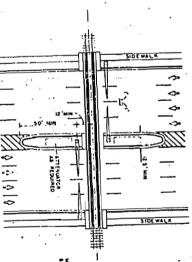


MAILBOAN CHOCK CHOCKES AND CONTROL DEVELS

4 74 17882

MEDIAN SIGNAL GATES FOR MULTI LANE UNDIVIDED URBAN SECTIONS (FOUR OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)





RAILROAD GATE ARM - LIGHT SPACING
SPICE ED LENGTH CHEMS TO C VENSION
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