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CS-04-140

Florida Department of Transportation

JEB BUSH
GOVERNOR

JOSÉ ABREU
SECRETARY

2250 Irene Street
M.S. 2813
Jacksonville, Florida 32204-2619
November 21, 2003

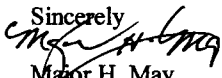
Ms. Vickie Samus, Chairman
Nassau County Board of County
Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32035

Project ID. No.: 212611-2-57-01
Road Name – CR-115., FAP No.: SR-00S2 (004 J)
Nassau County, Parcel-2 (74570-2151)
Crossing No. 620740-R, RRMP: A-623.70

The Department proposes to install a new Concrete Railroad Crossing, at the above referenced location as shown on the work description sheet and preliminary drawing. The project is presently scheduled for completion of negotiations by December - 2003. Your cooperation toward having all agreements authorized prior to that date will be appreciated.

Please have the attached drafts executed and return to this office for final authorization.

The work under this contract shall be performed in accordance with the provisions of the Federal Highway Administration's Federal Aid Policy Guide Subchapter B, Part 140, Subpart I. Should additional information or meeting with Department representatives be needed, please contact my office at (904) 360 - 5651.

Sincerely

Major H. May
Transportation Specialist

03 DEC - 1 PM 12:30
RECEIVED
COUNTY COORDINATORS
OFFICE

\mhm
Enclosure
Cc: Mike Dross, Tallahassee Fl. Rail Office, FDOT
Lillian G. Porter, District Railroad Coordinator



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

January 21, 2004

J. M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

Major H. May, Transportation Specialist
Florida Department of Transportation
2250 Irene Street, M.S. 2813
Jacksonville, Florida 32204-2619

RE: Project ID No. 212611-2-57-01
Road Name - CR115 FAP No.: SR-00S2 (004 J)
Nassau County, Parcel - 2 (74570-2151)
Crossing No. 620740-R, RRMP: A-623.70

Dear Mr. May:

During a regular session of the Nassau County Board of County Commissioners held January 14, 2004, the Board approved and authorized the Chairman to sign the referenced Concrete Railroad Crossing agreement. Three original executed documents are enclosed for final authorization.

Should you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Chip Oxley".

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Enclosures

Cc: Mike Dross, Tallahassee Florida Rail Office, FDOT
Lillian G. Porter, District Railroad Coordinator
Dawn Stevenson, Nassau County Contract Manager

(904) 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

RAIL

OGC - 06/03

Page 1 of 6

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
21261125701	CR-115	NASSAU	2(74570-2151)	SR 00S2(004J)

THIS AGREEMENT, made and entered this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and CSX TRANSPORTATION, INC., a corporation organized and existing under the laws of VIRGINIA, with its principal place of business in the City of CALLAHAN, County of NASSAU, 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:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 21261125701, on CR-115, which crosses at grade the right of way and track(s) of the COMPANY'S Mile Post A 623.70, at or near CALLAHAN, Florida, hereinafter called the Grade Crossing, as shown on the DEPARTMENT'S Plan Sheet No. 1, attached hereto as a part hereof; and

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

1. The COMPANY hereby grants to the DEPARTMENT the right to construct road at grade, and necessary approaches thereto, across its right of way and over its track(s) at the hereinabove referred to location.
2. The COMPANY will provide, furnish or have furnished, all necessary materials required for, and will construct or have constructed at the DEPARTMENT'S expense a Standard Railroad Crossing Type CONCRETE in accordance with the DEPARTMENT'S Standard Index No. 560 attached hereto and by this reference made a part hereof. Upon completion of the crossing the COMPANY shall be responsible for the maintenance cost of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area. The COUNTY shall be responsible for the maintenance cost of the highway roadbed outside of the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon notification of the COUNTY, perform such periodic maintenance work and bill the COUNTY directly for costs thus incurred that are the responsibility of the COUNTY.
3. It is further agreed mutually between the parties hereto that the grade crossing be recognized by this Agreement:
 - (a) Is adequately signalized for the safe operation of the general public. However, should future highway traffic conditions warrant additional crossing traffic control devices through use of automatic grade crossing traffic control devices, including signals with and without gates, or grade separation structure(s); then, such additional traffic control devices and/or structure(s) will be installed as necessary at the complete cost and expense of the COUNTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED that once a determination has been made as to the type of facility to be installed, whether signals or structure, such installation will be the subject of a supplemental agreement which will set forth the maintenance responsibility as governed by the applicable State and/or Federal law at the time of such installation.
 - (b) Presently requires the installation of grade crossing traffic control devices and the DEPARTMENT agrees to pay such cost subject to the COMPANY'S participation as specified in Paragraph 13; such installation to be in accordance with plans and specifications as approved by the DEPARTMENT. The COMPANY shall furnish the necessary materials and install automatic grade crossing signals and/or

traffic control devices at said location on an actual cost basis, and in accordance with the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and by reference made a part hereof. 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 of the cost shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. 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 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 or 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. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.

4. All work contemplated hereabove shall at all times be subject to the approval of the COMPANY'S Chief Engineer or his authorized representative. The DEPARTMENT or the DEPARTMENT'S contractor shall give the COMPANY'S Division Engineer and/or Superintendent at least seventy-two (72) hours notice prior to the performance of any work within the limits of the COMPANY'S right of way.

5. Unless otherwise agreed upon herein, the COUNTY agrees to insure that the advance warning signs and railroad crossing pavement marking will conform to the Department of Transportation Manual on Uniform Traffic Control Devices 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.

6. The DEPARTMENT will reimburse the COMPANY for the cost of watchmen or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to the COMPANY'S tracks and whenever the contractor is performing work requiring movement of employees, trucks, or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 9.

7. The DEPARTMENT will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of \$2,000,000.00, for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed by Federal funds, with respect to bodily injury, death or property damage, is limited to a combined amount of \$6,000,000.00 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of \$2,000,000.00 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of 23 C.F.R., Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

8. The DEPARTMENT will bear the cost of all temporary and permanent changes made necessary in the COMPANY'S signal wire line or other facilities and in the wire line facilities of any utility that has compensable interest on the COMPANY'S right of way occasioned by the construction of said crossing and the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 9.

9. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities in accordance with the provisions set forth in the:

- ___ (a) DEPARTMENT Procedure 725-080-002 Appendix D.4 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

- (b) Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, Part 646, Subpart B,

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

10. The DEPARTMENT hereby agrees to reimburse the COMPANY, as detailed in this Agreement, for all costs incurred by it in the 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.

11. 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 costs thereof in the amount of \$100,000.00. 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.

12. 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 directly to the DEPARTMENT. Separate records as to costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

13. The COMPANY 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 hereafter:

- (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 the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum of _____, as supported by a detail analysis of estimated costs attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

14. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above 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 (expired 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.
- (c) _____ credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accord with Article 13.(c) hereinabove.

15. 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 adjustment work.

16. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

17. 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 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. 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 approved by the DEPARTMENT'S auditor.

18. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.

19. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit there of.

20. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

21. In accordance with Section 215.422, Florida Statutes, the followings provisions are in this Agreement: Contractors providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The DEPARTMENT has 20 working days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422 (3)(b), Florida Statutes, will be due and payable in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724, or by calling the State Comptroller's Hotline, 1-800-848-3792.

22. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

23. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering in any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

24. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases for real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25. In accordance with Section 287.0582, Florida Statutes, the following provisions are included in this Agreement:

The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

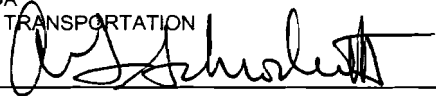
26. The DEPARTMENT reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

27. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby to the COUNTY shall thereupon cease and terminate and the COUNTY will, at its sole cost and in a manner satisfactory to satisfactory to the COMPANY, remove said crossing and restore the COMPANY'S property to the condition previously found, provided that the COMPANY may, at its option, remove the said crossing and restore its property, and the COUNTY will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.

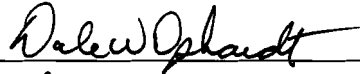
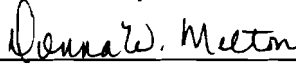
28. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission, or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from sole negligence of the DEPARTMENT, its officers, agents, or employees.

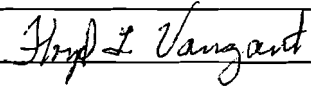

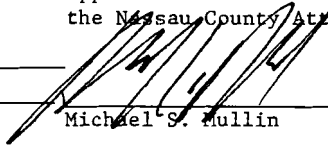
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers the day and year first written above.

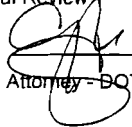
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 
(Title: DISTRICT SECRETARY)

COMPANY: CSX TRANSPORTATION, INC.

BY:  **Dale W. Ophardt**
Chief Engineer - Design & Construction
ATTEST:  **Donna W. Melton**
Assistant City Clerk

NASSAU  COUNTY, FLORIDA
BY: Vickie Samus **Floyd L. Vanzant**
(Title: CHAIRMAN: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS)
ATTEST:  **G. M. "Chip" Oxley, Jr., Ex-Officio Clerk**
Approved as to Form by
the Nassau County Attorney

Michael S. Mullin

Legal Review
BY:  **11/10/03**
Attorney - BQT Date
Approved as to Funds Available
SEE ATTACHED ENCUMBRANCE
BY: DATED 10-17-2003
Comptroller - DOT Date
Approved as to FAPG Requirements
BY: EXEMPT from FHWA REVIEW
FHWA Date

COUNTY RESOLUTION

GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 2003-100

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on CR-115, which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION NASSAU COUNTY, FLORIDA:

That NASSAU County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the CSX TRANSPORTATION, INC. Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 21261125701 on CR-115 which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620740-R located in CALLAHAN, Florida; and

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the CSX TRANSPORTATION, INC. Company as herein described; and


That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the County Commissioners of NASSAU County, Florida, this 14th day of July, 2003.


Authorized Signature

Name: Vickie Samus

Title: Chairman

ATTEST:  (SEAL)
Authorized Signature

Name: J. M. "Chip" Oxley, Jr.

Title: Ex-Officio Clerk



@: user I.D. FI913RP
 <MVS@DOT>
 10/17/2003 02:48 PM

To: PT227MM@dot.state.fl.us
 cc:
 Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AND98

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 FUNDS APPROVAL

Contract #AND98 Contract Type: AC Method of Procurement: R
 Vendor Name: CSX TRANSPORTATION INC
 Vendor ID: VF621051971008
 Beginning date of this Agmt: 10/23/03
 Ending date of this Agmt: 10/23/07

 Description: CSX Railroad Inc.to install new concrete crossing on
 CR-11
 5 in Callahan, FL. in Nassau County

 ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT
 (FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
 AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: LOA Funds have been: APPROVED
 55 022020227 *PT *134004 * 100000.00 *21261125701 *127
 2004 *55100300 *088808/04
 W001 *00 * 1 *0001/04

 TOTAL AMOUNT: *\$ 100,000.00 *

 FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
 DATE: 10/17/2003

WORK DESCRIPTION
GRADE CROSSING
NEW OR RECONSTRUCTION

RAIL
10/99

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
21261125701	CR-115	NASSAU	2(74570-2151)	SR 00S2(004J)

RAILROAD COMPANY

CSX TRANSPORTATION, INC.

A. JOB DESCRIPTION & LOCATION: INSTALL A NEW CONCRETE RAILROAD CROSSING ON CR-115

B. TYPE OF ROADWAY FACILITY: TWO(2) LANE ROAD UNDIVIDED RURAL

C. FDOT/AAR XING NO.: 620740-R RR MILE POST TIE: A 623.70

D. TYPE CROSSING PROPOSED: CONCRETE CROSSING DOT INDEX: 560

E. STATUS AND PROPOSAL:

1. EXISTING CROSSING (See Agreement dated 5/6/1954)

- XX To be improved as permanent public road crossing.
- _____ To be (used-improved) for temporary (haul-detour) operation, Pit. No. _____
- _____ To be relocated (See above for new location) Existing crossing will:
 - _____ remain in place for local use.
 - _____ be abandoned and removed by (State-Railroad) forces.
- _____ To be eliminated - Remarks

2. NEW CROSSING

- N/A To be constructed as permanent public road crossing.
- _____ To be constructed for temporary (haul-detour) operation, Pit No. _____
- _____ Relocated from elsewhere (See 1.c. above, Re: Existing Crossing).
- _____ Requires Public Hearing (State Statute 335.141 & 120.57)

F. VERTICAL ALIGNMENT:

- _____ Meeting elevation of existing rails.
- XX Track adjustments necessary. Rails to be (raised-lowered) _____ feet.

G. CROSSING PROTECTION: (Signal Sheet attached: Yes No.)

H. DRAINAGE ITEMS: (Drainage Sheet attached: Yes No.)

I. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS

- N/A By Others (_____ Company.)
- _____ By Railroad Company.

J. AUTHORITY REQUESTED: (Draft attached: Yes No.)

- XX Agreement (Third Party Participating NASSAU COUNTY)
- _____ Supplemental Agreement No. _____
- _____ Crossing Permit.
- _____ Estimate for Change Order No. _____
- _____ Letter of Authority.
- _____ Letter of Confirmation (No Cost to Department).

K. OTHER REMARKS: Negotiations to be completed by _____

04/29/2002

FLORIDA DEPARTMENT OF TRANSPORTATION
DIAGNOSTIC FIELD REVIEW REPORT
RAIL-HIGHWAY GRADE CROSSING
DATA SHEET

PAGE 040

PROJECT NO. _____

W.P.A. NO. _____

CROSSING NO.: 620740-R PRIORITY NO.: 403 COUNTY: NASSAU CITY: CALLAHAN RDWY: CR-115

CLASSIFICATION/LOCATION: DATE LAST UPDATED: 930422

R.R. CO.: CSX TRANS. SYSTEMS R.R. BRANCH: A R.R. STATION: CALLAHAN R.R. MILEPOST: 623.56

R.R. CROSSING STATUS: OPEN AS OF 831115 PROPOSED STATUS: NOT IN USE, BUT OPEN

RAIL OPERATIONS: DATE LAST UPDATED: 831115

TRAIN MOVEMENTS: 35 PER DA MAXIMUM TRAIN SPEED: 79 EFFECTIVE: 831115 NO. OF MAIN TRACKS: 2 OTHER TRACKS: 0

WARNING DEVICES: DATE LAST UPDATED: 990415

EXISTING WARNING: FL + G TYPE OF TRAIN DETECTION: UNKNOWN PREEMPTION: N ADVANCE WARNING: N

PHYSICAL DATA: DATE LAST UPDATED: 900625

R.R. CROSSING ANGLE: 90 DEGREES NO. OF THRU LANES: 2 OTHER LANES: 0 HIGHWAY SPEED: 30 DISTANCE TO INTERSECT.: 0

ACTUAL STOPPING SIGHT DIST. (FT.): 220 MIN. CLEAR QUAR. SIGHT DIST.(FT.): 75 PARALLEL RD.: NONE OR MINOR ROAD PARALLEL

CROSSING CONDITION: FAIR APPROACH CONDITION: ROUGH TRANSITION OR CROSSING MAINTAINING AGENCY: CITY

DEPARTMENT DATA: DATE LAST UPDATED: 011206

TRAFFIC VOL.(ADT): 3073 AS OF 990713 SCHOOL BUS COUNT: 60 AS OF 2002 PERCENT TRUCKS: 12.0 HAZARDOUS MATLS.: U

SAFETY DATA: DATE LAST UPDATED: 020426

PRED. ACCID./YEAR: 0.091 SAFETY INDEX: 53.94 RECOMMENDED WARNING DEVICE: FL & G ESTIMATED COST: 0.0 THOUSAND

DESCRIPTION OF SITE/INSTALLATION CONFLICTS: _____

REVIEW TEAM RECOMMENDATION: CSX TRANSPORTATION, INC. TO INSTALL NEW CONCRETE CROSSING.

DATE REVIEWED: 6/20/02 BY: DONNA WHITNEY

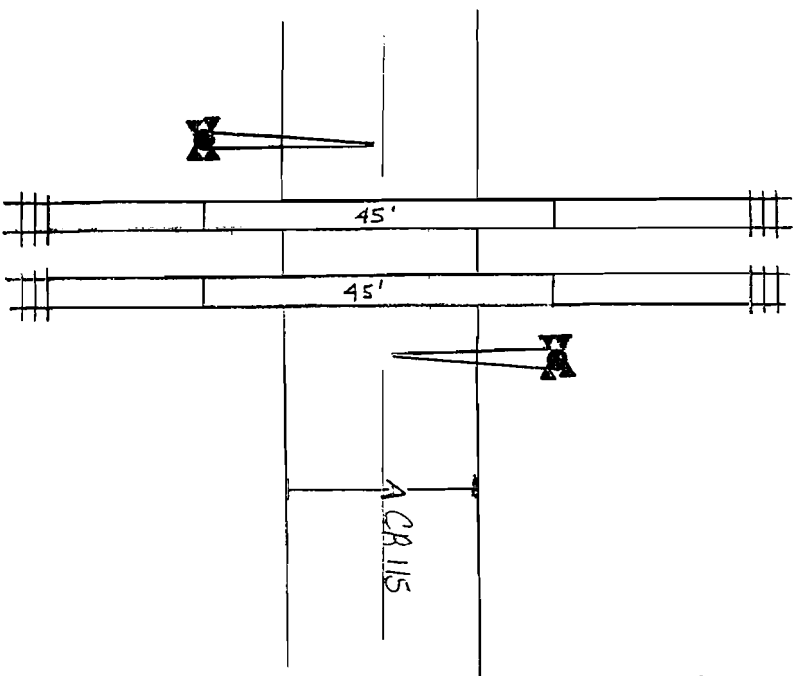
REVIEW TEAM PERSONNEL: D.O.T. RAIL LILLIAN PORTER D.O.T. ~~XXXX~~ TALL.-MIKE DROSS RAILROAD CO. _____

FHWA _____ LOCAL _____ DOT TRAFFIC OPS -RICHARD COFFMAN

ALL IMPROVEMENTS TO BE MADE IN ACCORDANCE
WITH D.O.T. STANDARD INDEX NO. 17882



A. 21'



EXISTING: FLASHING LIGHTS AND GATES AND
ADVANCED WARNING SIGNS.

RECOMMENDATIONS: CSX TRANSPORTATION, INC TO
INSTALL NEW CONCRETE CROSSING

NASSAU COUNTY TO INSTALL NECESSARY PAVEMENT
MARKINGS AND STOP BARS.

FLORIDA DEPARTMENT OF TRANSPORTATION
RAIL-HIGHWAY GRADE CROSSING IMPROVEMENTS

CROSSING NO.: 620470-R COMPANY: CSX

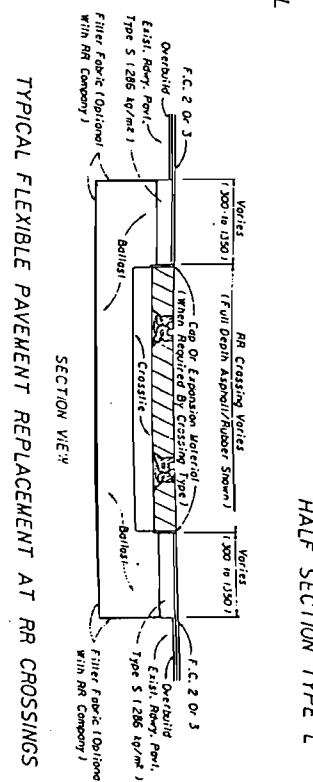
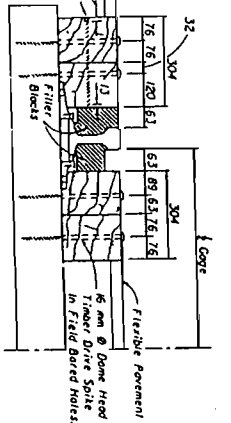
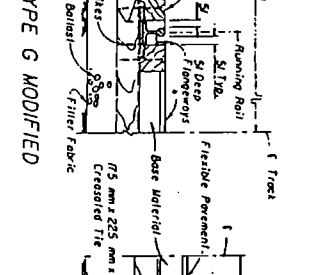
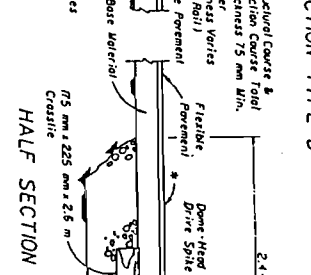
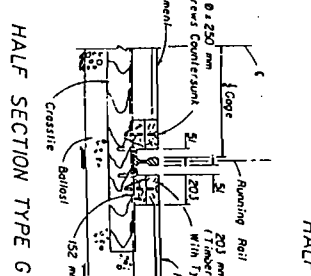
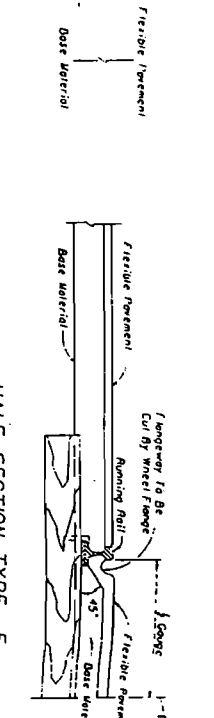
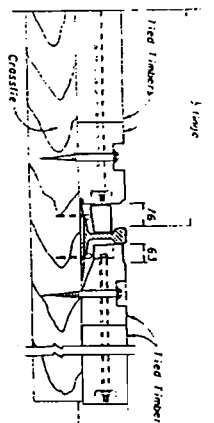
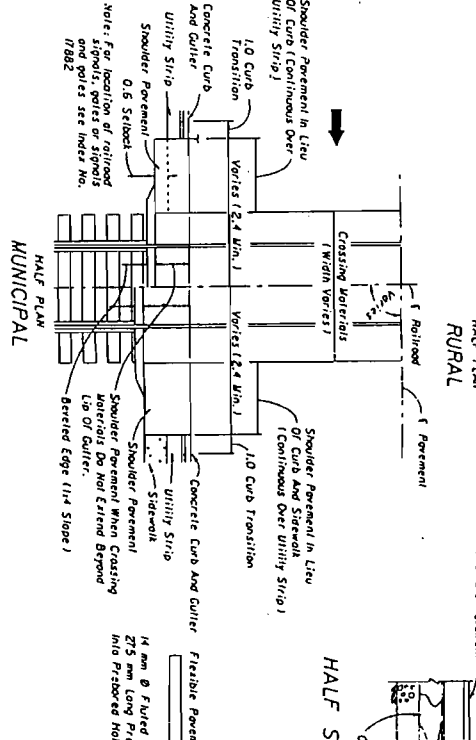
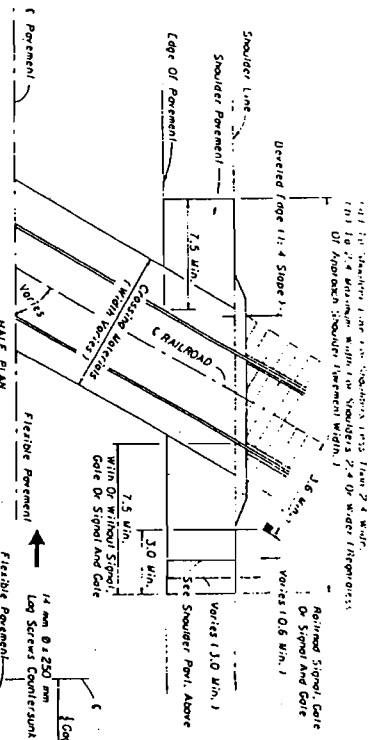
TYPE: CONCRETE

LOCATION: CR 115

DRAWN BY: DONNA WHITNEY DATE: 6/20/2002

NOT TO SCALE

1/1 of Standard 1001 for Standard 1001, Item 7.4, with
 101 of Appendix 1001 for Standard 2.4 or water (Reprints)
 101 of Appendix 1001 for Standard 2.4 or water (Reprints)



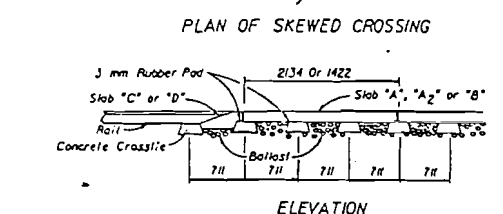
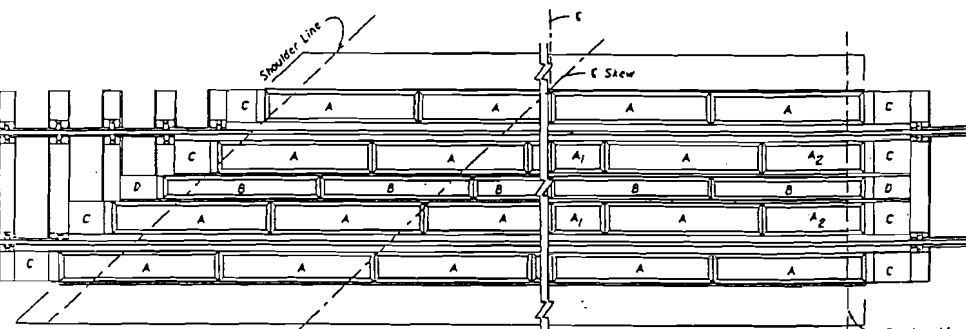
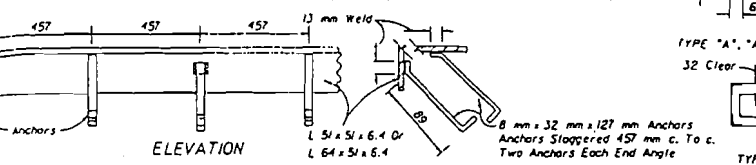
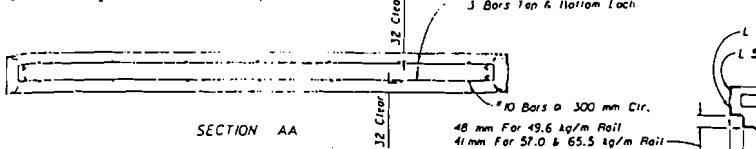
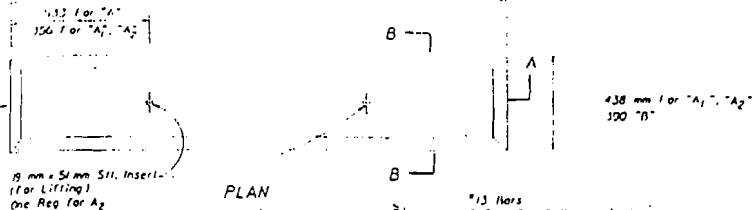
TYPE D, E, G, G-MOD., H, L & S

- NOTES
1. The Railroad Company will furnish and install all track bed (ballast), cross-ties, rails, crossing surface and all material, including that through the crossing, will be furnished and installed by the Department or its Contractor, unless specified otherwise.
 2. Gauge is Standard A.M.E.A. track gauge of 1435 mm.

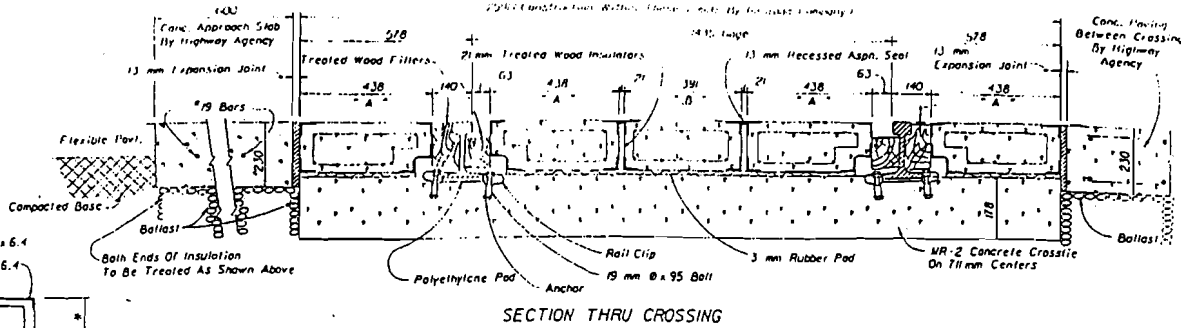
NO.	DATE	BY	REVISION
1	10/15	586	586

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
 ROAD DIVISION

RAILROAD CROSSINGS

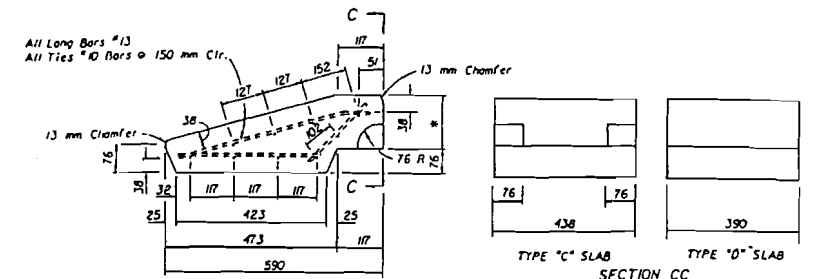


CONCRETE PAVING BETWEEN MULTIPLE CROSSINGS
Cost Of Reinforcing To Be Included In The Cost Of Concrete. See Note No. 61



SECTION THRU CROSSING

*SLAB THICKNESS VARIES
146 For 49.6 kg/m Rail
162 For 57.0 kg/m Rail
175 For 65.5 kg/m Rail



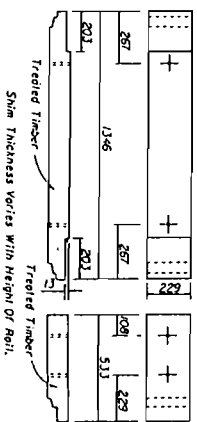
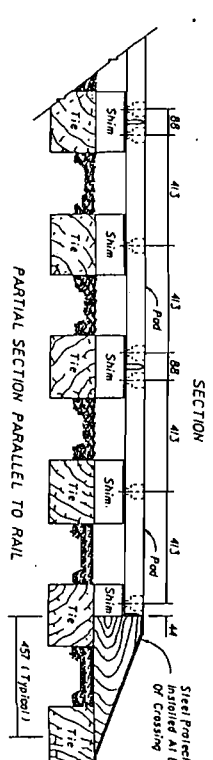
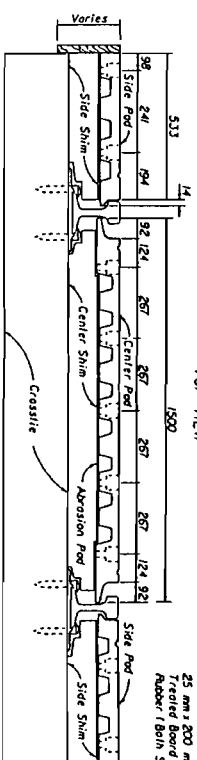
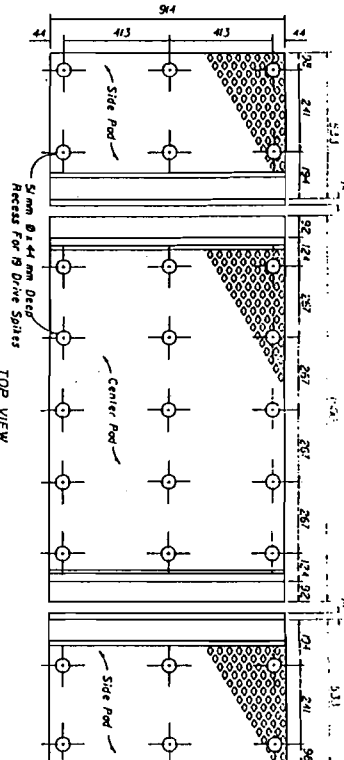
TYPE "C" & "D" SLAB DETAILS

NOTES

1. The furnishing and installing of concrete crossies together with any necessary re-ballasting, grade adjustment and track alignment shall be done by the Railroad Company without cost to the Contractor or to the Highway Agency.
2. All concrete slabs, rubber pads for tops of ties and wood filler blocks shall be furnished and installed by the Railroad Company.
3. Concrete crossies shall be spaced on 711 mm centers.
4. Rubber pads shall be installed on concrete ties in field using contact cement.
5. Filler blocks shall be pressure treated pine or clear heart redwood and shall be shaped prior to treatment.
6. Cost of concrete and reinforcing steel necessary for approach slabs and paving between multiple crossings shall be paid for by the Highway Agency under the contract unit price for Cement Concrete Pavement Reinforced, 1250 mm 1, U2.

TYPE K

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD DESIGN					
RAILROAD CROSSINGS					
DESIGNED BY	DATE	APPROVED BY	DATE	SCALE	DESIGN ENGINEER
CHKD BY	DATE	DATE			
CHECKED BY	DATE	REVISION NO.	SHEET NO.		SHEET NO.
JAC	04/99		2 of 5		560
I. H. W. S. APPROVED 03/20/95 58					



TYPE R

TYPES R RUBBER & R FULL DEPTH RUBBER

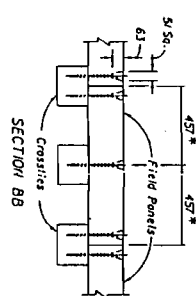
1. The crossings shown on this sheet are NOT to be used for multiple track crossings with zones for on existing or scheduled future vehicular stops. Zone lengths are detailed below.
2. Crossings on this sheet may be used for single track crossings within the zones on the chart unless engineering or safety considerations dictate otherwise.
3. Tie spacing is critical; ties shall be spaced in accordance with the manufacturer's specifications.
4. Details shown are for straight track installations. Materials are also available for curved track installations.
5. For additional details, materials required and installation procedures refer to the manufacturer's specifications.

STOP ZONE	Zone Length Distance From Stop (m)
70 Or Less	80.0
80-90	110.0
100	150.0
110	180.0

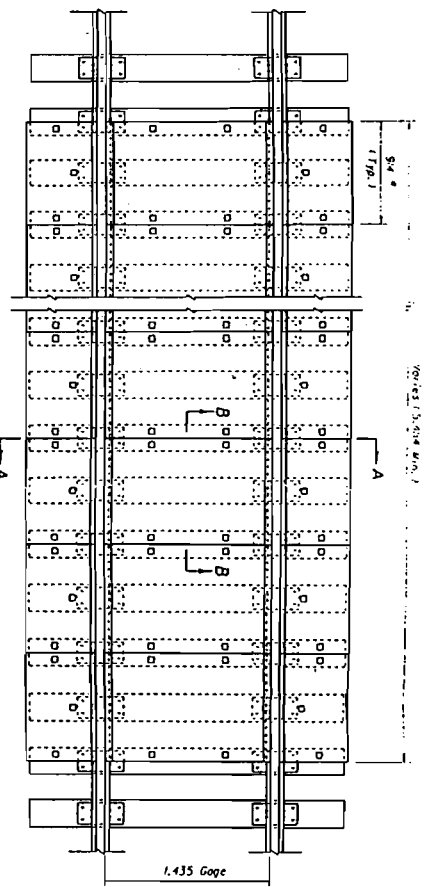
NOTES

HEAVY DUTY - FULL DEPTH RUBBER CROSSINGS

TYPE R FULL DEPTH



*Or As Specified By The Manufacturer

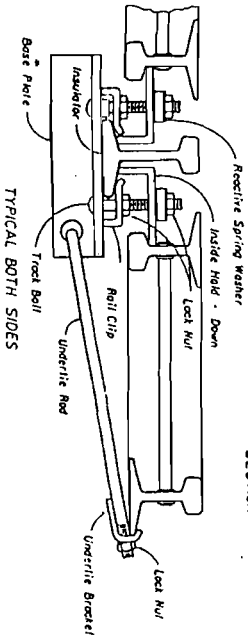
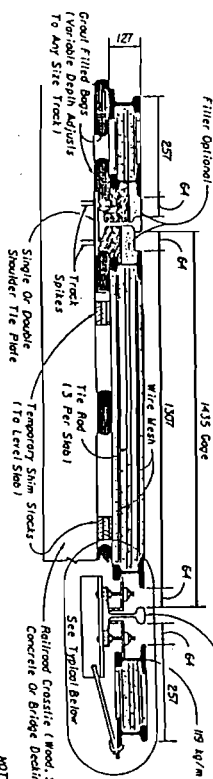
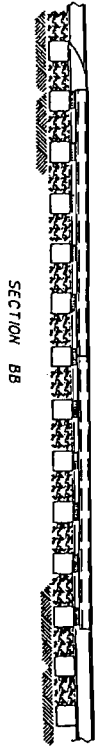
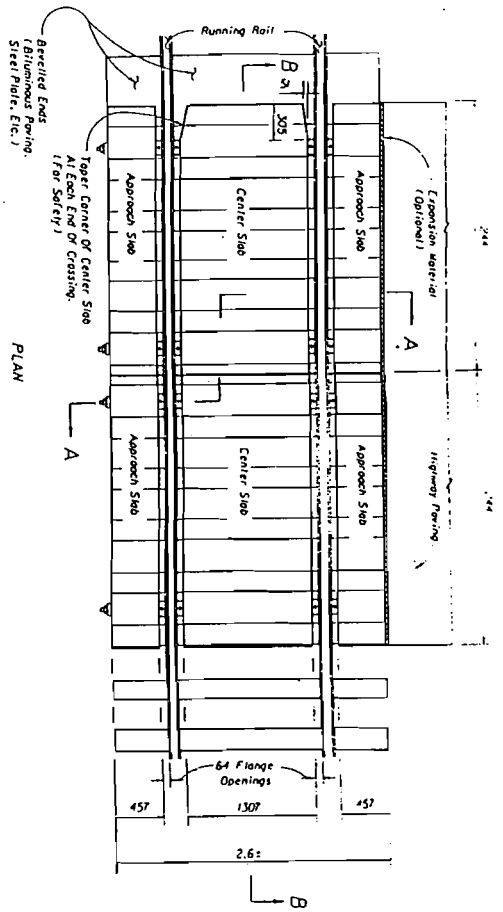


STATE OF UTAH, DEPARTMENT OF TRANSPORTATION
ROAD DIVISION

RAILROAD CROSSINGS

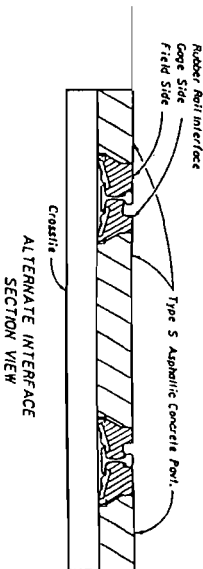
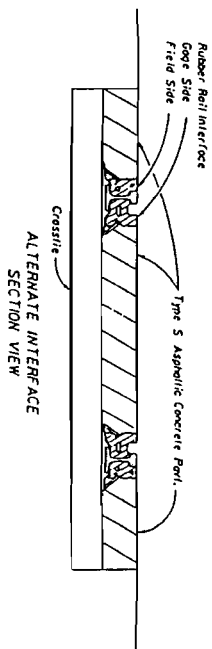
PROJECT NO.	DATE	BY	CHKD BY	APPROVED
559 (2.58 Tie)				
635 (2.743 Tie)				

3 of 5



TYPE T

TYPES T & RS

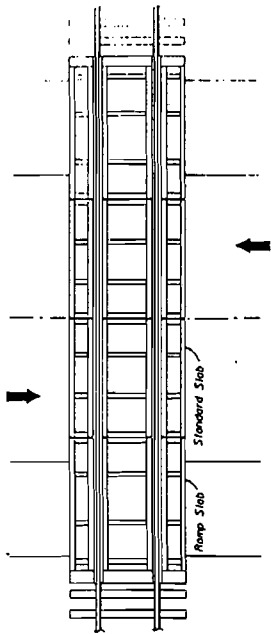


- NOTES
1. Rubber rail interface systems are manufactured to fit various rails from 57.0 kg/m to 67.5 kg/m.
 2. The Railroad Company will furnish and install all crossing material except as specified in the agreement.
 3. For additional details, methods required and installation procedures refer to the manufacturer's specifications.

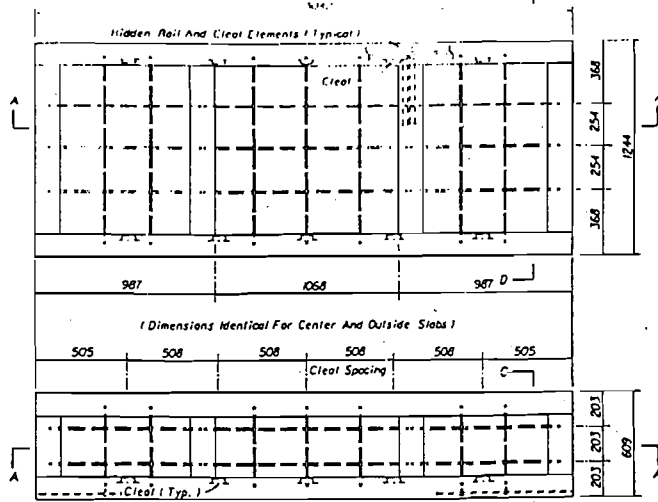
FULL DEPTH ASPHALT/RUBBER CROSSING

TYPE RS

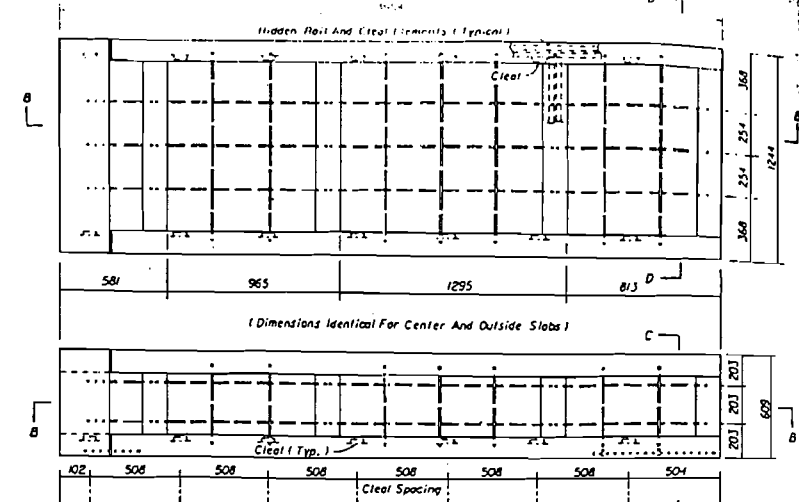
STATE OF TEXAS DEPARTMENT OF TRANSPORTATION		ROAD DESIGN	
RAILROAD CROSSINGS			
PROJECT NO.	524	SECTION NO.	4 OF 5
DATE	02/77	SCALE	AS SHOWN
BY	580	APPROVED BY	[Signature]
DATE	02/77	DATE	02/77
BY	580	DATE	02/77
BY	580	DATE	02/77



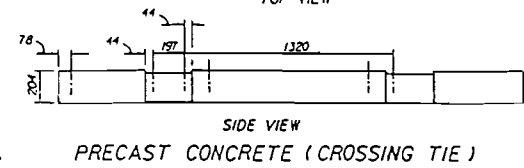
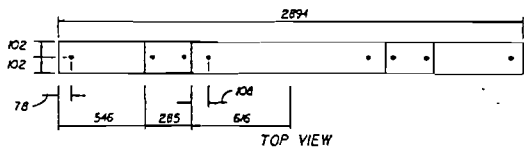
PLAN VIEW
TYPICAL 13.5 CROSSING



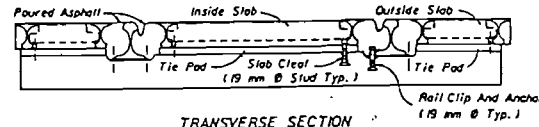
TOP VIEWS-CENTER SLAB AND OUTSIDE SLAB
SECTION AA
STANDARD SLABS (PRECAST CONCRETE)



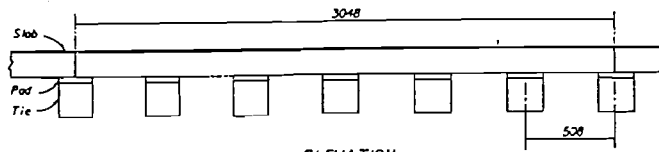
TOP VIEWS - CENTER SLAB AND OUTSIDE SLAB
SECTION BB
RAMP SLABS (PRECAST CONCRETE)



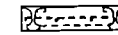
SIDE VIEW
PRECAST CONCRETE (CROSSING TIE)



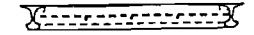
TRANSVERSE SECTION



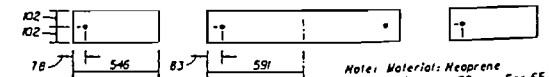
ELEVATION
TIE SPACING



SECTION CC
STANDARD AND RAMP SLAB SECTIONS



SECTION DD
STANDARD AND RAMP SLAB SECTIONS



TOP VIEW
TIE PAD

Note: Material: Neoprene
Thickness: 25 mm For 65.5 kg/m R;
13 mm For 56.9 kg/m R;

NOTES

1. Slab frames are welded 44.6 kg/m rails.
2. Slab reinforcement all #13 bars.

TYPE T MODIFIED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD DESIGN				
RAILROAD CROSSING				
DESIGNED BY	DATES	APPROVED BY		
AMR	5/82	[Signature]		
CHECKED BY	ACJ/JP	5/82	REVISION NO.	SHEET NO.
			98	5 of 5
F. M. D. APPROVED: 4/22/82				



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010


Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

J. M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

M E M O R A N D U M

TO: José Deliz
FROM: J. M. "Chip" Oxley, Jr. 
SUBJECT: FDOT Railroad Crossing on CR 115
DATE: December 8, 2003

Please review the attached documents regarding the installation of a new concrete railroad crossing on CR 115 and provide comments. The project will be submitted for Board consideration at the December 22, 2003 meeting.

Thank you for your assistance.

jgb

Attachments

(904) 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer



Florida Department of Transportation

JEB BUSH
GOVERNOR

JOSÉ ABREU
SECRETARY

2250 Irene Street
M.S. 2813
Jacksonville, Florida 32204-2619
November 21, 2003

Ms. Vickie Samus, Chairman
Nassau County Board of County
Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32035

Project ID. No.: 212611-2-57-01
Road Name - CR-115., FAP No.: SR-00S2 (004 J)
Nassau County, Parcel-2 (74570-2151)
Crossing No. 620740-R, RRMP: A-623.70

The Department proposes to install a new Concrete Railroad Crossing, at the above referenced location as shown on the work description sheet and preliminary drawing. The project is presently scheduled for completion of negotiations by December - 2003. Your cooperation toward having all agreements authorized prior to that date will be appreciated.

Please have the attached drafts executed and return to this office for final authorization.

The work under this contract shall be performed in accordance with the provisions of the Federal Highway Administration's Federal Aid Policy Guide Subchapter B, Part 140, Subpart I. Should additional information or meeting with Department representatives be needed, please contact my office at (904) 360 - 5651.

Sincerely
[Signature]
Major H. May
Transportation Specialist

03 DEC - 1 PM 12:30
RECEIVED
COUNTY COORDINATORS
OFFICE

\mhm
Enclosure
Cc: Mike Dross, Tallahassee Fl. Rail Office, FDOT
Lillian G. Porter, District Railroad Coordinator

There is 22,252 in RR Crossing Maint. in 03400541-
In speaking with Staffie & Romo Mtime this is 546520
not a specifically funded item O'themms 12/16/03

RAILROAD REIMBURSEMENT AGREEMENT

RAIL

GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES - COUNTY

OGC - 06/03

Page 1 of 6

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
21261125701	CR-115	NASSAU	2(74570-2151)	SR 00S2(004J)

THIS AGREEMENT, made and entered this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and CSX TRANSPORTATION, INC., a corporation organized and existing under the laws of VIRGINIA, with its principal place of business in the City of CALLAHAN, County of NASSAU, 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:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 21261125701, on CR-115, which crosses at grade the right of way and track(s) of the COMPANY'S Mile Post A 623.70, at or near CALLAHAN, Florida, hereinafter called the Grade Crossing, as shown on the DEPARTMENT'S Plan Sheet No. 1, attached hereto as a part hereof; and

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

1. The COMPANY hereby grants to the DEPARTMENT the right to construct road at grade, and necessary approaches thereto, across its right of way and over its track(s) at the hereinabove referred to location.

2. The COMPANY will provide, furnish or have furnished, all necessary materials required for, and will construct or have constructed at the DEPARTMENT'S expense a Standard Railroad Crossing Type CONCRETE in accordance with the DEPARTMENT'S Standard Index No. 560 attached hereto and by this reference made a part hereof. Upon completion of the crossing the COMPANY shall be responsible for the maintenance cost of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area. The COUNTY shall be responsible for the maintenance cost of the highway roadbed outside of the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon notification of the COUNTY, perform such periodic maintenance work and bill the COUNTY directly for costs thus incurred that are the responsibility of the COUNTY.

3. It is further agreed mutually between the parties hereto that the grade crossing be recognized by this Agreement:

- (a) Is adequately signalized for the safe operation of the general public. However, should future highway traffic conditions warrant additional crossing traffic control devices through use of automatic grade crossing traffic control devices, including signals with and without gates, or grade separation structure(s); then, such additional traffic control devices and/or structure(s) will be installed as necessary at the complete cost and expense of the COUNTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED that once a determination has been made as to the type of facility to be installed, whether signals or structure, such installation will be the subject of a supplemental agreement which will set forth the maintenance responsibility as governed by the applicable State and/or Federal law at the time of such installation.
- (b) Presently requires the installation of grade crossing traffic control devices and the DEPARTMENT agrees to pay such cost subject to the COMPANY'S participation as specified in Paragraph 13; such installation to be in accordance with plans and specifications as approved by the DEPARTMENT. The COMPANY shall furnish the necessary materials and install automatic grade crossing signals and/or

traffic control devices at said location on an actual cost basis, and in accordance with the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and by reference made a part hereof. 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 of the cost shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. 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 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 or 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. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.

4. All work contemplated hereabove shall at all times be subject to the approval of the COMPANY'S Chief Engineer or his authorized representative. The DEPARTMENT or the DEPARTMENT'S contractor shall give the COMPANY'S Division Engineer and/or Superintendent at least seventy-two (72) hours notice prior to the performance of any work within the limits of the COMPANY'S right of way.

5. Unless otherwise agreed upon herein, the COUNTY agrees to insure that the advance warning signs and railroad crossing pavement marking will conform to the Department of Transportation Manual on Uniform Traffic Control Devices 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.

6. The DEPARTMENT will reimburse the COMPANY for the cost of watchmen or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to the COMPANY'S tracks and whenever the contractor is performing work requiring movement of employees, trucks, or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 9.

7. The DEPARTMENT will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of \$2,000,000.00, for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed by Federal funds, with respect to bodily injury, death or property damage, is limited to a combined amount of \$6,000,000.00 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of \$2,000,000.00 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of 23 C.F.R., Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

8. The DEPARTMENT will bear the cost of all temporary and permanent changes made necessary in the COMPANY'S signal wire line or other facilities and in the wire line facilities of any utility that has compensable interest on the COMPANY'S right of way occasioned by the construction of said crossing and the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 9.

9. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities in accordance with the provisions set forth in the:

- (a) DEPARTMENT Procedure 725-080-002 Appendix D.4 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

- (b) Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, Part 646, Subpart B,

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

10. The DEPARTMENT hereby agrees to reimburse the COMPANY, as detailed in this Agreement, for all costs incurred by it in the 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.

11. 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 costs thereof in the amount of \$100,000.00. 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.

12. 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 directly to the DEPARTMENT. Separate records as to costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

13. The COMPANY 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 hereafter:

- (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 the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum of _____, as supported by a detail analysis of estimated costs attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

14. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above 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 (expired 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.
- (c) _____ credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accord with Article 13.(c) hereinabove.

15. 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 adjustment work.

16. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

17. 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 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. 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 approved by the DEPARTMENT'S auditor.

18. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.

19. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit there of.

20. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

21. In accordance with Section 215.422, Florida Statutes, the followings provisions are in this Agreement: Contractors providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The DEPARTMENT has 20 working days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422 (3)(b), Florida Statutes, will be due and payable in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724, or by calling the State Comptroller's Hotline, 1-800-848-3792.

22. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

23. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering in any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

24. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases for real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25. In accordance with Section 287.0582, Florida Statutes, the following provisions are included in this Agreement:

The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

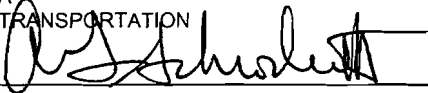
26. The DEPARTMENT reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

27. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby to the COUNTY shall thereupon cease and terminate and the COUNTY will, at its sole cost and in a manner satisfactory to satisfactory to the COMPANY, remove said crossing and restore the COMPANY'S property to the condition previously found, provided that the COMPANY may, at its option, remove the said crossing and restore its property, and the COUNTY will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.

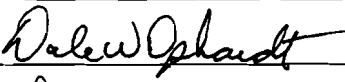
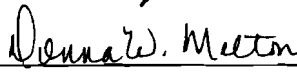
28. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission, or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from sole negligence of the DEPARTMENT, its officers, agents, or employees.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 
(Title: DISTRICT SECRETARY)

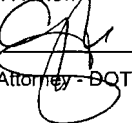
COMPANY: CSX TRANSPORTATION, INC.

BY:  **Dale W. Ophardt**
Chief Engineer-Design & Construction
ATTEST:  **Denna W. Melton**
Assistant Corporate Secretary

NASSAU COUNTY, FLORIDA

BY: _____
(Title: CHAIRMAN: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS)

ATTEST: _____

Legal Review
BY:  11/10/03
Attorney - DOT Date

Approved as to Funds Available
SEE ATTACHED ENCUMBRANCE
BY: DATED 10-17-2003
Comptroller - DOT Date

Approved as to FAPG Requirements
BY: EXEMPT from FHWA REVIEW
FHWA Date

COUNTY RESOLUTION

GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 2003-100

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on CR-115, which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION NASSAU COUNTY, FLORIDA:

That NASSAU County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the CSX TRANSPORTATION, INC. Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 21261125701 on CR-115 which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620740-R located in CALLAHAN, Florida; and

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the CSX TRANSPORTATION, INC. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the County Commissioners of NASSAU County, Florida, this 14th day of July, 2003.


Authorized Signature

Name: Vickie Samus

Title: Chairman

ATTEST:  (SEAL)
Authorized Signature

Name: J. M. "Chip" Oxley, Jr.

Title: Ex-Officio Clerk



@: user I.D. FI913RP
 <MVS@DOT>
 10/17/2003 02:48 PM

To: PT227MM@dot.state.fl.us
 cc:
 Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AND98

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 FUNDS APPROVAL

Contract #AND98 Contract Type: AC Method of Procurement: R
 Vendor Name: CSX TRANSPORTATION INC
 Vendor ID: VF621051971008
 Beginning date of this Agmt: 10/23/03
 Ending date of this Agmt: 10/23/07

 Description: CSX Railroad Inc.to install new concrete crossing on
 CR-11
 5 in Callahan, FL. in Nassau County

 ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT
 (FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
 AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: LOA Funds have been: APPROVED
 55 022020227 *PT *134004 * 100000.00 *21261125701 *127
 2004 *55100300 *088808/04
 W001 *00 * 1 *0001/04

 TOTAL AMOUNT: *\$ 100,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
 DATE: 10/17/2003

WORK DESCRIPTION
GRADE CROSSING
NEW OR RECONSTRUCTION

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
21261125701	CR-115	NASSAU	2(74570-2151)	SR 00S2(004J)

RAILROAD COMPANY

CSX TRANSPORTATION, INC.

- A. JOB DESCRIPTION & LOCATION: INSTALL A NEW CONCRETE RAILROAD CROSSING ON CR-115
- B. TYPE OF ROADWAY FACILITY: TWO(2) LANE ROAD UNDIVIDED RURAL
- C. FDOT/AAR XING NO.: 620740-R RR MILE POST TIE: A 623.70
- D. TYPE CROSSING PROPOSED: CONCRETE CROSSING DOT INDEX: 560
- E. STATUS AND PROPOSAL:

1. EXISTING CROSSING (See Agreement dated 5/6/1954)

- a. XX To be improved as permanent public road crossing.
- b. To be (used-improved) for temporary (haul-detour) operation, Pit No. _____
- c. To be relocated (See above for new location) Existing crossing will:
 (1) remain in place for local use.
 (2) be abandoned and removed by (State-Railroad) forces.
- d. To be eliminated - Remarks _____

2. NEW CROSSING

- a. N/A To be constructed as permanent public road crossing.
- b. To be constructed for temporary (haul-detour) operation, Pit No. _____
- c. Relocated from elsewhere (See 1.c. above, Re: Existing Crossing).
- d. Requires Public Hearing (State Statute 335.141 & 120.57)

F. VERTICAL ALIGNMENT:

1. Meeting elevation of existing rails.
2. XX Track adjustments necessary. Rails to be (raised-lowered) _____ feet.

G. CROSSING PROTECTION: (Signal Sheet attached: Yes No.)H. DRAINAGE ITEMS: (Drainage Sheet attached: Yes No.)

I. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS

1. N/A By Others (_____ Company.)
2. By Railroad Company.

J. AUTHORITY REQUESTED: (Draft attached: Yes No.)

1. XX Agreement (Third Party Participating NASSAU COUNTY)
2. Supplemental Agreement No. _____
3. Crossing Permit.
4. Estimate for Change Order No. _____
5. Letter of Authority.
6. Letter of Confirmation (No Cost to Department).

K. OTHER REMARKS: Negotiations to be completed by _____

04/29/2002

FLORIDA DEPARTMENT OF TRANSPORTATION
DIAGNOSTIC FIELD REVIEW REPORT
RAIL-HIGHWAY GRADE CROSSING
DATA SHEET

PAGE 040

PROJECT NO. _____

W.P.A. NO. _____

CROSSING NO.: 620740-R PRIORITY NO.: 403 COUNTY: NASSAU CITY: CALLAHAN RDWY: CR-115

CLASSIFICATION/LOCATION: DATE LAST UPDATED: 930422

R.R. CO.: CSX TRANS. SYSTEMS R.R. BRANCH: A R.R. STATION: CALLAHAN R.R. MILEPOST: 623.56
R.R. CROSSING STATUS: OPEN AS OF 831115 PROPOSED STATUS: NOT IN USE, BUT OPEN

RAIL OPERATIONS: DATE LAST UPDATED: 831115

TRAIN MOVEMENTS: 35 PER DA MAXIMUM TRAIN SPEED: 79 EFFECTIVE: 831115 NO. OF MAIN TRACKS: 2 OTHER TRACKS: 0

WARNING DEVICES: DATE LAST UPDATED: 990415

EXISTING WARNING: FL + G TYPE OF TRAIN DETECTION: UNKNOWN PREEMPTION: N ADVANCE WARNING: N

PHYSICAL DATA: DATE LAST UPDATED: 900625

R.R. CROSSING ANGLE: 90 DEGREES NO. OF THRU LANES: 2 OTHER LANES: 0 HIGHWAY SPEED: 30 DISTANCE TO INTERSECT.: 0
ACTUAL STOPPING SIGHT DIST. (FT.): 220 MIN. CLEAR QUAR. SIGHT DIST.(FT.): 75 PARALLEL RD.: NONE OR MINOR ROAD PARALLEL
CROSSING CONDITION: FAIR APPROACH CONDITION: ROUGH TRANSITION OR CROSSING MAINTAINING AGENCY: CITY

DEPARTMENT DATA: DATE LAST UPDATED: 011206

TRAFFIC VOL.(ADT): 3073 AS OF 990713 SCHOOL BUS COUNT: 60 AS OF 2002 PERCENT TRUCKS: 12.0 HAZARDOUS MATLS.: U

SAFETY DATA: DATE LAST UPDATED: 020426

PRED. ACCID./YEAR: 0.091 SAFETY INDEX: 53.94 RECOMMENDED WARNING DEVICE: FL & G ESTIMATED COST: 0.0 THOUSAND

DESCRIPTION OF SITE/INSTALLATION CONFLICTS: _____

REVIEW TEAM RECOMMENDATION: CSX TRANSPORTATION, INC. TO INSTALL NEW CONCRETE CROSSING.

DATE REVIEWED: 6/20/02 BY: DONNA WHITNEY

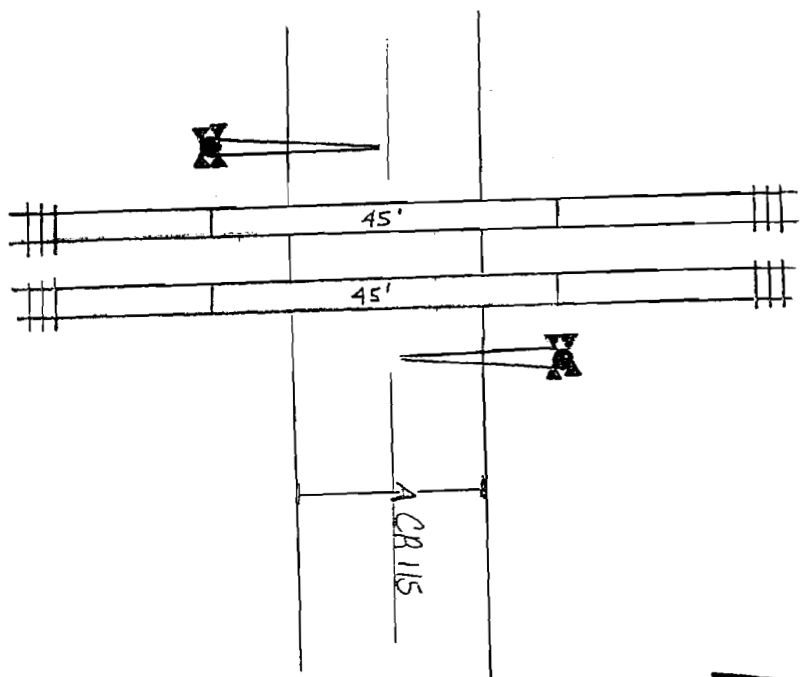
REVIEW TEAM PERSONNEL: D.O.T. RAIL LILLIAN PORTER D.O.T. ~~XXXX~~ TALL.-MIKE DROSS RAILROAD CO. _____

FHWA _____ LOCAL _____ DOT TRAFFIC OPS -RICHARD COFFMAN

ALL IMPROVEMENTS TO BE MADE IN ACCORDANCE WITH D.O.T. STANDARD INDEX NO. 17882



A. 21'



EXISTING: FLASHING LIGHTS AND GATES AND ADVANCED WARNING SIGNS.

RECOMMENDATIONS: CSX TRANSPORTATION, INC TO INSTALL NEW CONCRETE CROSSING

NASSAU COUNTY TO INSTALL NECESSARY PAVEMENT MARKINGS AND STOP BARS.

FLORIDA DEPARTMENT OF TRANSPORTATION
RAIL-HIGHWAY GRADE CROSSING IMPROVEMENTS

CROSSING NO.: 620470-R COMPANY: CSX
TYPE: CONCRETE
LOCATION: CR 115
DRAWN BY: DONNA WHITNEY DATE: 6/20/2002

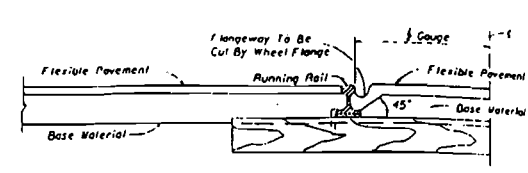
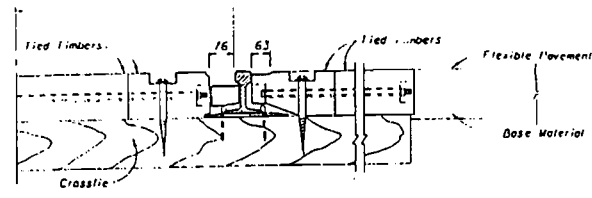
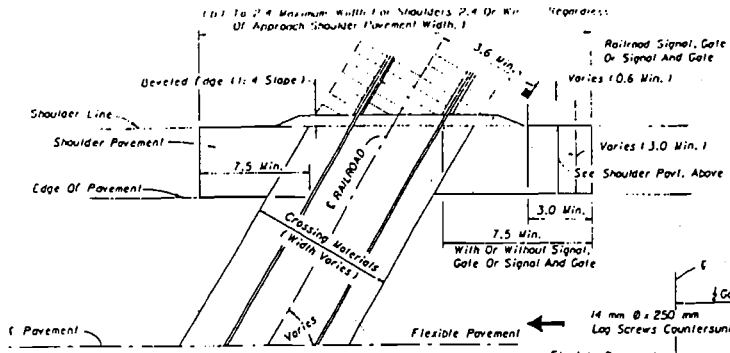
NOT TO SCALE

FOR 2004 99

ACCOUNTS FOR: 103 CNTY	FOR: TRANSPORTATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
03400541	546520 RAILROAD CROSSING MAINTENA	31,717	0	31,717	9,465.00	.00	22,252.00	29.8%
03400541	546521 RAILROAD CROSS MAINT-96/97	0	0	0	.00	.00	.00	.0%
03400541	547000 PRINTING AND BINDING	150	250	400	.00	.00	400.00	.0%
03400541	549000 OTHER CURRENT CHGS	1,000	-250	750	.00	.00	750.00	.0%
03400541	549002 ADVERTISING	1,500	0	1,500	.00	.00	1,500.00	.0%
03400541	549004 TEMP SERVICES	0	0	0	.00	.00	.00	.0%
03400541	549008 CASH SHORT (OVER)	0	0	0	.00	.00	.00	.0%
03400541	549052 TAX COLLECTOR COMMISSION	110,221	0	110,221	5,979.00	.00	104,242.00	5.4%
03400541	549061 UNIFORM RENTAL	0	0	0	.00	.00	.00	.0%
03400541	549071 LAWSUIT SETTLEMENT	0	0	0	.00	.00	.00	.0%
03400541	549081 BACKGROUND CHECK	85	0	85	.00	.00	85.00	.0%
03400541	549124 FEES-PUBLIC WORKS	0	0	0	.00	.00	.00	.0%
03400541	549401 SHADOW WOOD LANE REFUND	0	0	0	.00	.00	.00	.0%
03400541	551000 OFFICE SUPPLIES	4,000	0	4,000	-144.55	.00	4,144.55	3.6%
03400541	552000 MISCELLANEOUS SUPPLIES	1,500	0	1,500	37.00	.00	1,463.00	2.5%
03400541	552020 GAS, OIL & LUBRICANTS	4,500	0	4,500	470.83	.00	4,029.17	10.5%
03400541	552030 JANITORIAL SUPPLIES	2,000	0	2,000	384.37	.00	1,615.63	19.2%
03400541	552040 SMALL TOOLS	250	0	250	.00	.00	250.00	.0%
03400541	552051 SAFETY APPAREL	0	0	0	.00	.00	.00	.0%
03400541	552640 EQUIPMENT <\$750	1,650	0	1,650	.00	1,143.47	506.53	69.3%
03400541	554000 DUES/SUBSCRIP/TRAINING	2,500	0	2,500	.00	.00	2,500.00	.0%
03400541	554041 APPRENTICESHIP TRAINING	0	0	0	.00	.00	.00	.0%
03400541	564000 EQUIPMENT	0	0	0	.00	.00	.00	.0%
03400541	564001 EQUIP \$5000 OR GREATER	0	0	0	.00	.00	.00	.0%
TOTAL PROJECT ADMINISTRATION		560,964	0	560,964	70,037.26	4,035.47	486,891.27	13.2%
03400581 PROJ ADMIN-TRANS TO OTHER FUND								

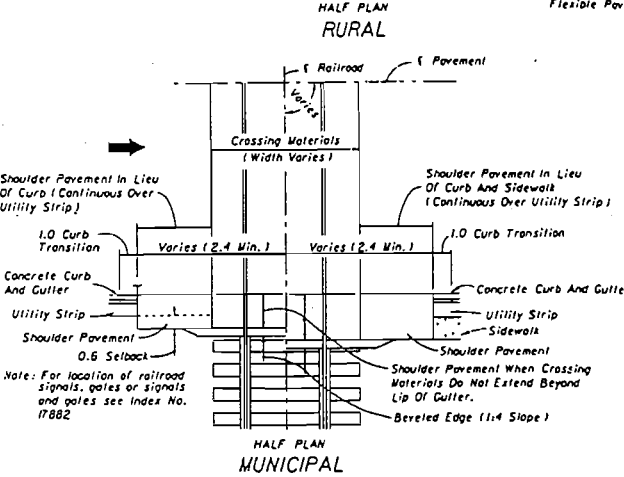
03400581	591459 OPERATING TRANS OUT-PUBLIC	0	0	0	.00	.00	.00	.0%
TOTAL PROJ ADMIN-TRANS TO OTHER FUND		0	0	0	.00	.00	.00	.0%
03401541 MOWING & CUTTING								

03401541	512000 REGULAR SALARIES AND WAGES	0	0	0	.00	.00	.00	.0%
03401541	514000 OVERTIME	0	0	0	.00	.00	.00	.0%
03401541	521010 FICA TAXES	0	0	0	.00	.00	.00	.0%
03401541	521020 MEDICARE TAXES	0	0	0	.00	.00	.00	.0%
03401541	522000 RETIREMENT	0	0	0	.00	.00	.00	.0%
03401541	523010 LIFE & HEALTH INSURANCE	0	0	0	.00	.00	.00	.0%

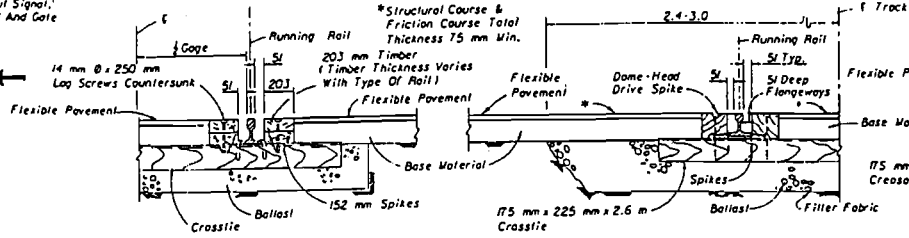


HALF SECTION TYPE D

HALF SECTION TYPE E

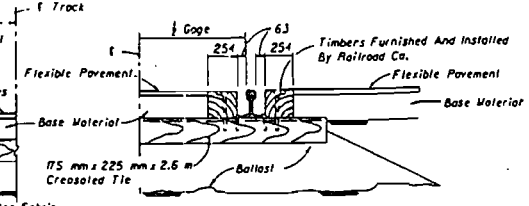


HALF PLAN MUNICIPAL

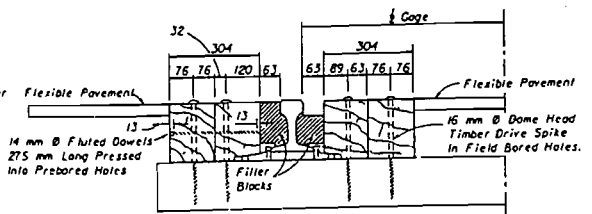


HALF SECTION TYPE G

HALF SECTION TYPE G MODIFIED



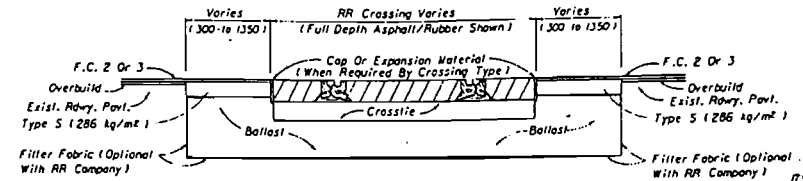
HALF SECTION TYPE H



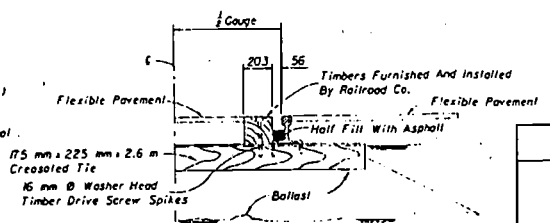
HALF SECTION TYPE L

NOTES

1. The Railroad Company will furnish and install all track bed (ballast), cross-ties, rails, crossing surface panels and accessory components. All pavement material, including that through the crossing, will be furnished and installed by the Department or its Contractor, unless negotiated otherwise.
2. Gauge is standard A.R.E.A. track gage of 1435 mm.



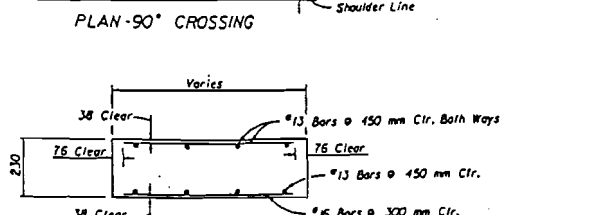
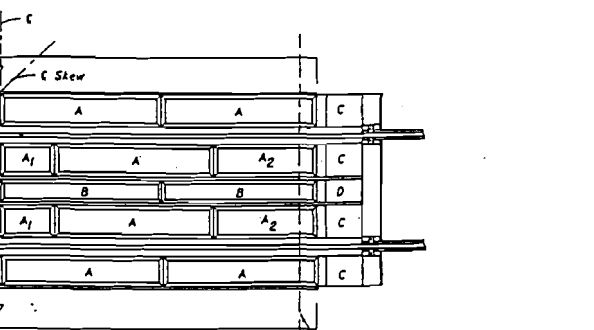
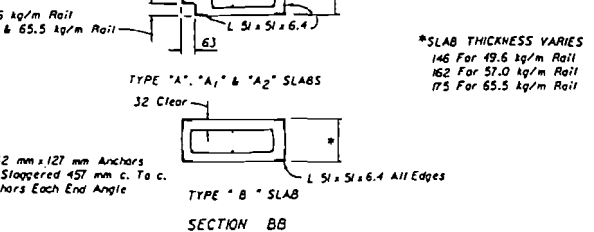
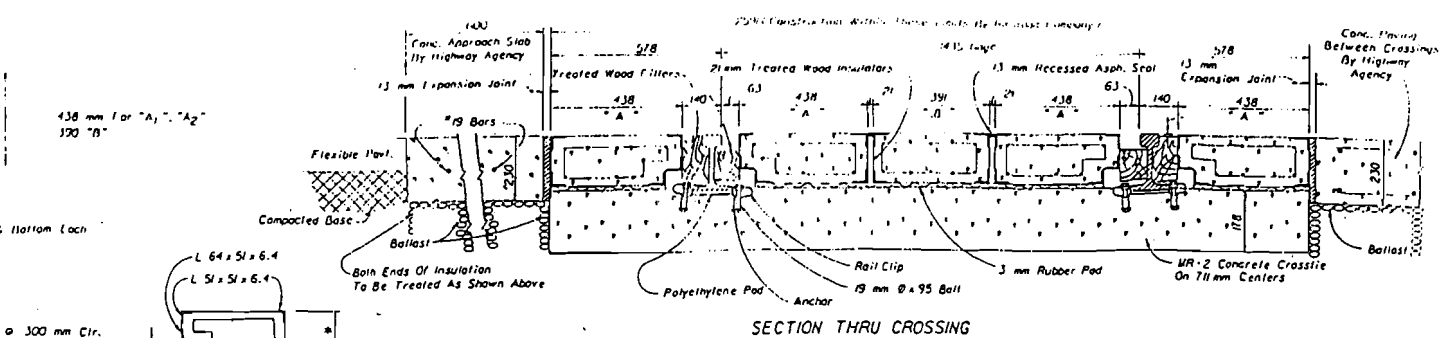
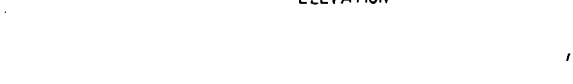
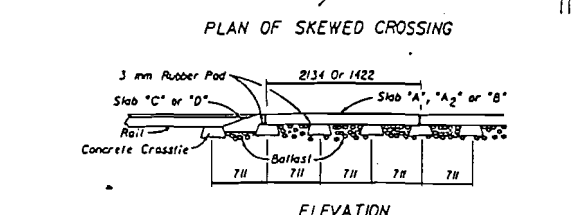
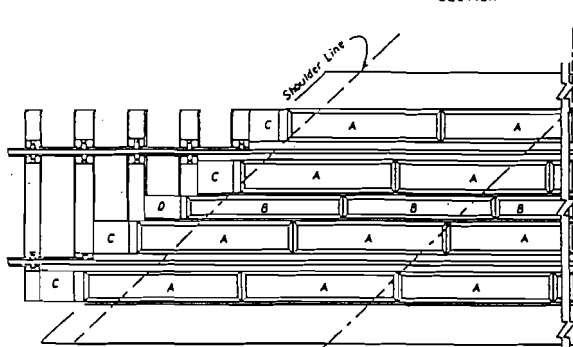
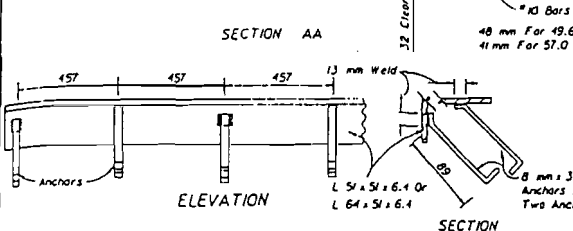
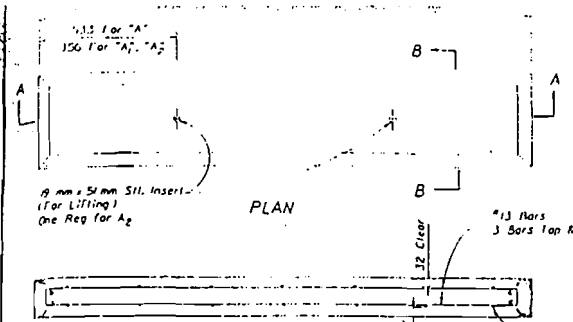
TYPICAL FLEXIBLE PAVEMENT REPLACEMENT AT RR CROSSINGS



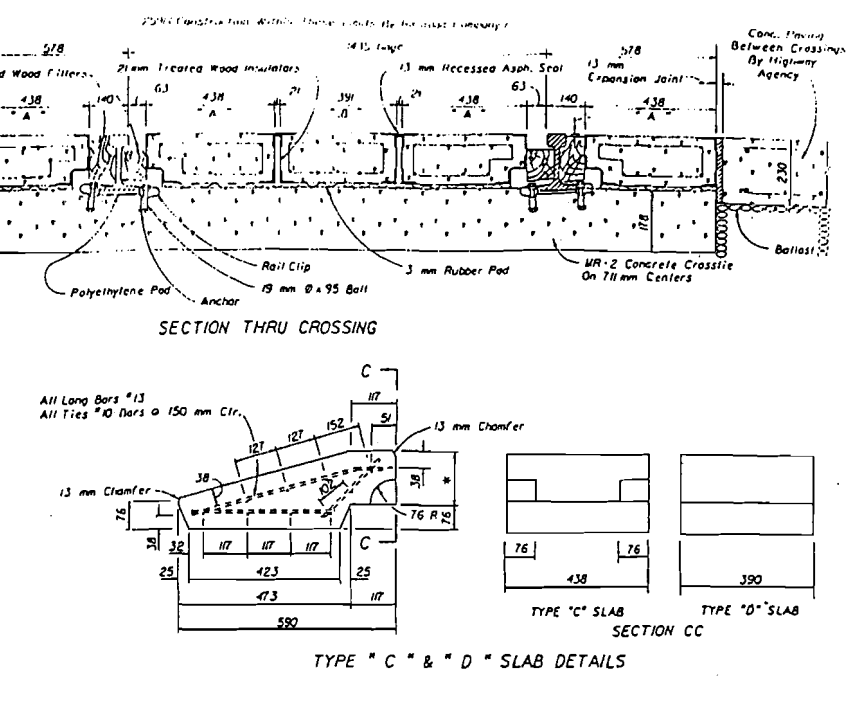
HALF SECTION TYPE S

TYPE D, E, G, G-MOD., H, L & S

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD DESIGN					
RAILROAD CROSSINGS					
DESIGNED BY	DATE	APPROVED BY	SCALE	SHEET NO.	TOTAL SHEETS
JFC	06/97	[Signature]		1 of 5	560
CHECKED BY	JFC	DATE	REVISION NO.	SHEET NO.	TOTAL SHEETS
T.M.S. APPROVED: 01/20/75					



Cost Of Reinforcing To Be Included In The Cost Of Concrete. See Note No. 6)



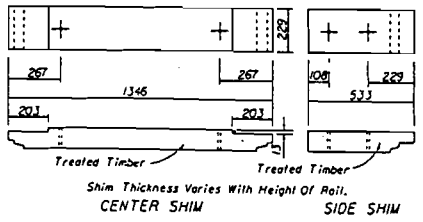
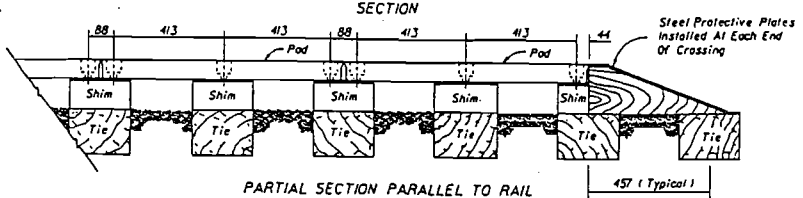
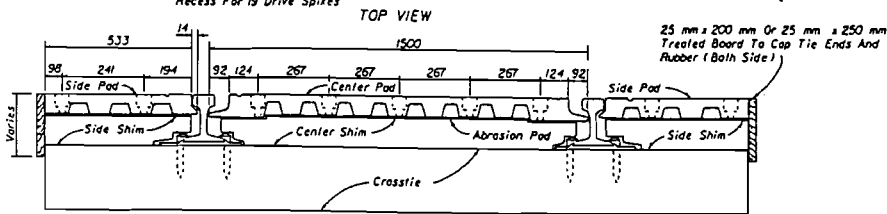
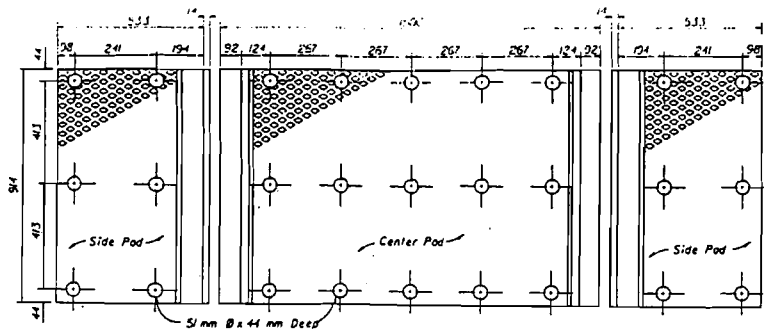
- NOTES
1. The furnishing and installing of concrete cross-ties together with any necessary re-ballasting, grade adjustment and track alignment shall be done by the Railroad Company without cost to the Contractor or to the Highway Agency.
 2. All concrete slabs, rubber pads for tops of ties and wood filter blocks shall be furnished and installed by the Railroad Company.
 3. Concrete cross-ties shall be spaced on 711 mm centers.
 4. Rubber pads shall be installed on concrete ties in field using contact cement.
 5. Filter blocks shall be pressure treated pine or clear heart redwood and shall be shaped prior to treatment.
 6. Cost of concrete and reinforcing steel necessary for approach slabs and paving between multiple crossings shall be paid for by the Highway Agency under the contract unit price for Cement Concrete Pavement Reinforced, 230 mm I, WZ.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD DESIGN

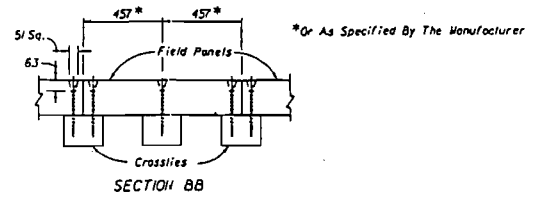
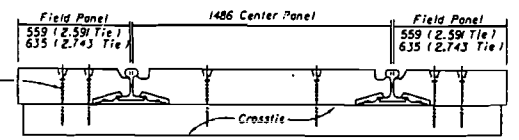
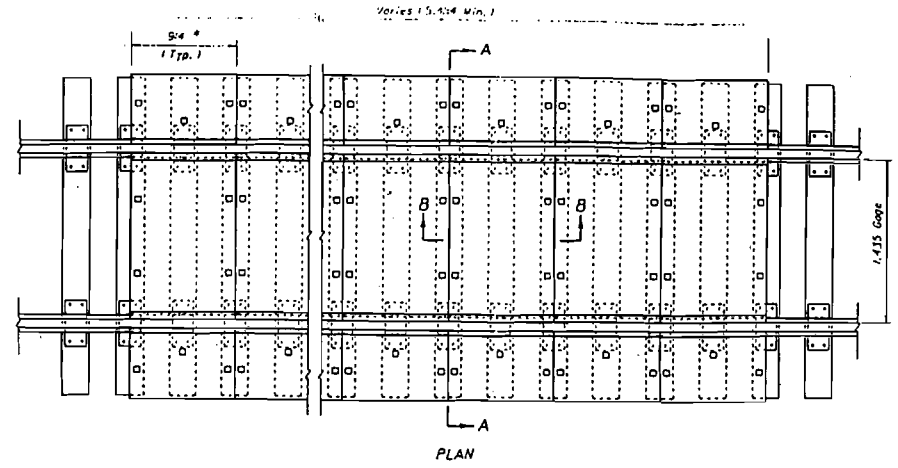
RAILROAD CROSSINGS

DESIGNED BY	DATES	APPROVED BY	DATE
BY	REV	BY	DATE
CHECKED BY	JPC	DESIGNED BY	STATE ROAD DESIGN ENGINEER
F. W. D. APPROVED 01/20/73		90	
		SHEET NO. 2 of 5	
		560	

TYPE K



TYPE R



HEAVY DUTY - FULL DEPTH RUBBER CROSSING
TYPE R FULL DEPTH

STOP ZONE	
Design Speed (km/h)	Zone Length Distance From Stop (m)
70 Or Less	80.0
80-90	110.0
100	150.0
110	180.0

NOTES

1. The crossings shown on this sheet are NOT to be used for multiple track crossings within zones for an existing or scheduled future vehicular stop. Zone lengths are charted above.
2. Crossings on this sheet may be used for single track crossings within the zones on the chart unless engineering or safety considerations dictate otherwise.
3. Tie spacing is critical, ties shall be spaced in accordance with the manufacturer's specifications.
4. Details shown are for straight track installations. Materials are also available for curved track installations.
5. For additional details, materials required and installation procedures refer to the manufacturer's specifications.

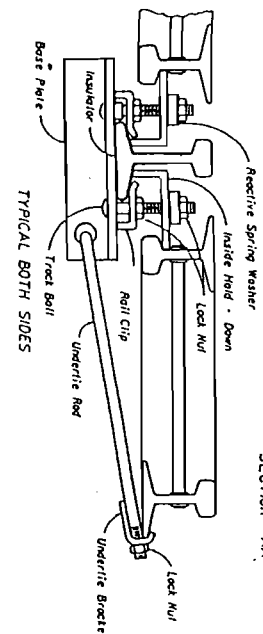
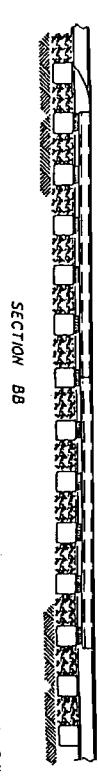
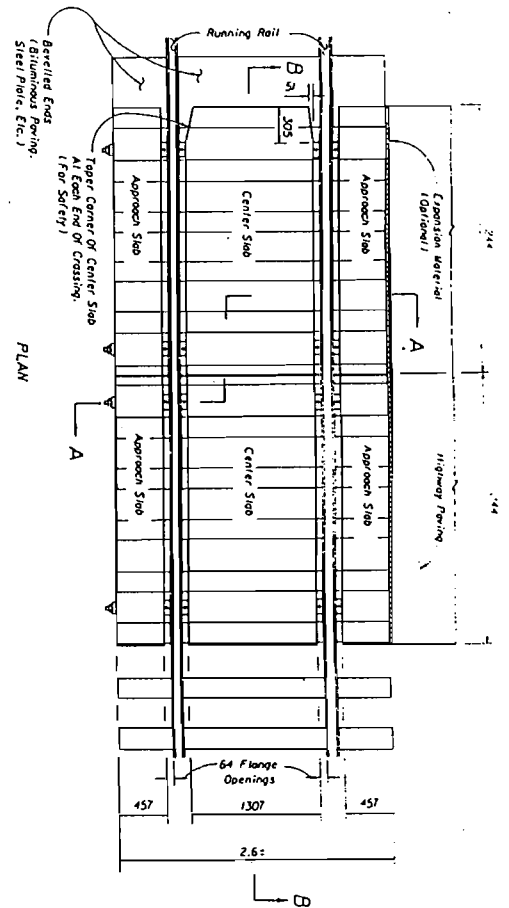
TYPES R RUBBER & R FULL DEPTH RUBBER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD DESIGN

RAILROAD CROSSINGS

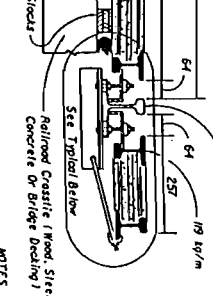
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY	DATE	SHEET NO.
LMF	R/S	CSB	[Signature]	94	3 of 5

F. M. B. S. APPROVED: 9/17/78

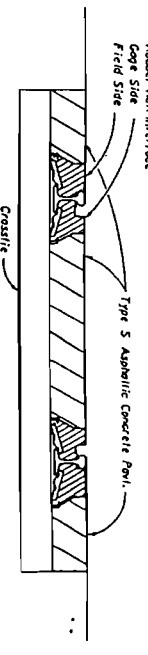
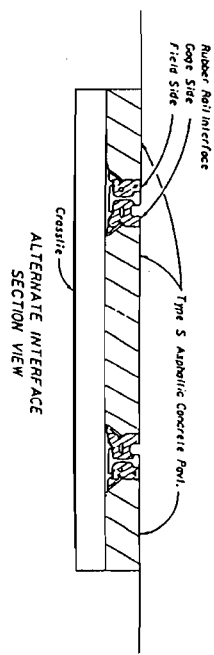


TYPE T
TYPES T & RS

SECTION AA



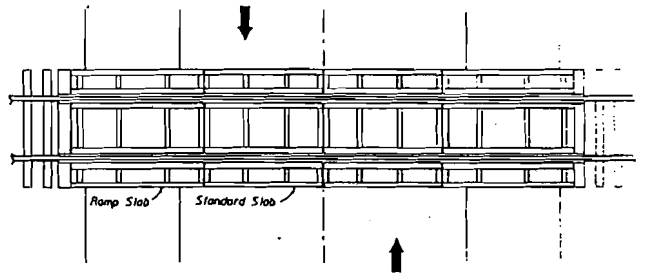
- NOTES
1. The reinforcing concrete slabs are manufactured in 244 mm sections, 127 mm in depth to fit all rail sections 127 mm in height or heavier. Slabs are interchangeable and reusable.
 2. Center slabs are one piece construction allowing for 64 mm flange opening. 39.7 kg/m rail is used to cross.
 3. Slabs are installed by a "Traction" process, supported on non-splinkable, non-metallic good positioned on the first. Slabs can be placed on wood ties, concrete ties, steel ties, bridge decks or any other type of track support. No re-spacing of ties is necessary.
 4. Slabs are secured to "running rails" with specially designed hardware. Insulation is to be provided for crossing in sliproad facilities.
 5. Curved slabs are fabricated to fit curved track with a minimum radius of 80.0 m. Special slabs are available for diamond crossings, turnouts, multiple tracks, bridge decks and rapid transit systems.
 6. For additional details, materials required and installation procedures refer to the manufacturer's specifications.
 7. All slabs will be installed in accordance with Index No. 53 and Section 300 of the Standard Specifications.



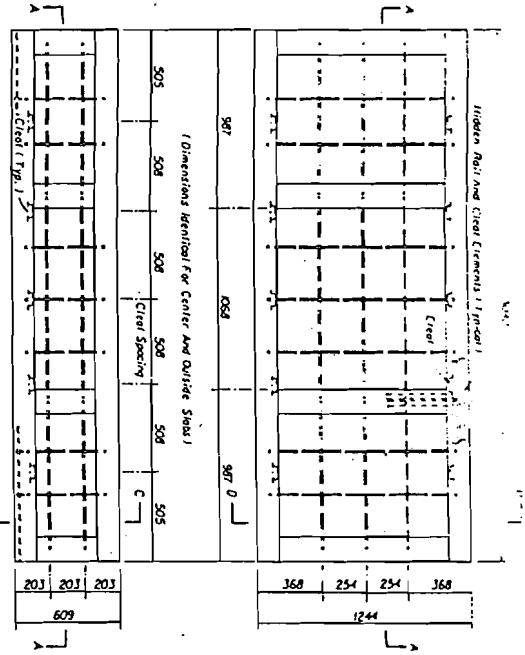
- NOTES
1. Rubber rail interface systems are manufactured to fit various rails from 57.0 kg/m to 67.5 kg/m.
 2. The Rubber Company will furnish and install all crossing material except as specified in the agreement.
 3. For additional details, methods required and installation procedures refer to the manufacturer's specifications.

FULL DEPTH ASPHALT/RUBBER CROSSING
TYPE RS

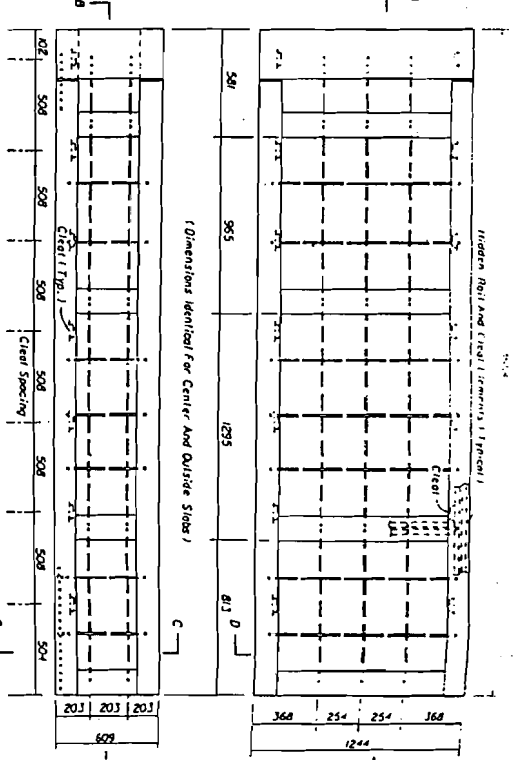
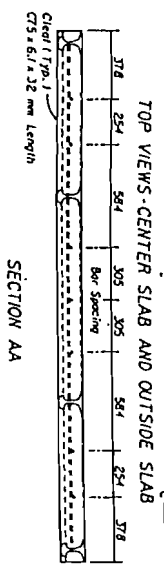
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD SECTION	
RAILROAD CROSSINGS			
DATE	BY	APPROVED BY	SCALE
NOV 11 1967	W. J. HALL	W. J. HALL	AS SHOWN
PROJECT NO.	SECTION NO.	SHEET NO.	TOTAL SHEETS
560	4 OF 5	560	560



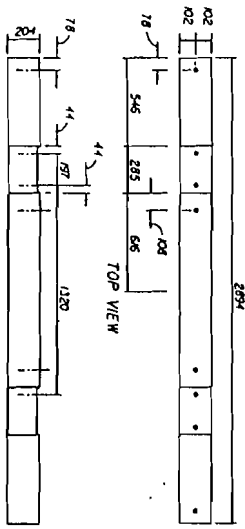
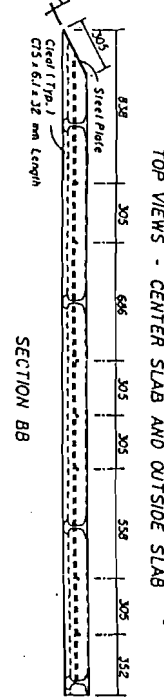
TYPICAL 13.5 CROSSING



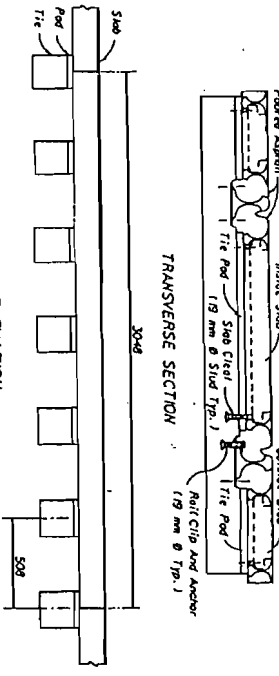
STANDARD SLABS (PRECAST CONCRETE)



RAMP SLABS (PRECAST CONCRETE)



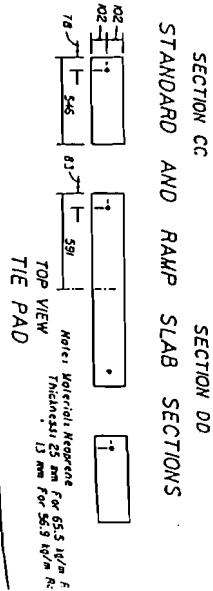
PRECAST CONCRETE (CROSSING TIE)



TYPE T MODIFIED

- 1. Slab forms are welded 4/8 kg/m rods.
- 2. Slab reinforcement @ 1/2 L_{slab}.

NOTES



STANDARD AND RAMP SLAB SECTIONS

RAILROAD CROSSING
 Note: Material Required For 65.3 kg/m F
 Thickness: 25 mm For 65.3 kg/m R
 13 mm For 56.3 kg/m R

NO.	DATE	BY	CHKD.	REVISION
1	11/11/88
2
3
4
5

RAILROAD CROSSING
 5 OF 5