

Callahan, Nassau County, FL
 Upgrade of Railroad Signals
 Old Dixie Highway
 MP: A-623.56, DOT: 620740R
 Jacksonville Division, Nahunta S/D
 CSXT OP No.: FL1245

CONSTRUCTION AGREEMENT

This Agreement (this "Agreement") is entered into as of November 24, 2008 by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT") and Nassau County Board of County Commissioners, a body corporate and political subdivision of the State of Florida (the "Agency").

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, signal replacement upgrades at Old Dixie Highway (CSXT MP: A-623.56, DOT: 620740R) in Callahan, Nassau County, Florida (the "Project").
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree and covenant as follows:

1 Project Plans and Specifications

- 1.1 Preparation and Approval. All plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency and CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit A attached hereto.

- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review or approval of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.
- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans. No changes may be made to the Plans without the prior approval of Agency and CSXT.

2 Conduct of Work

- 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 3, CSXT shall provide, or cause to be provided, the services as set forth in Exhibit B attached hereto (the "CSXT Work"). CSXT will furnish all equipment and materials in accordance with the Federal Highway Administration's Federal Aid Policy Guide Title 23 CFR 646, Subpart I. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit B) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, the work in connection with the Project as set forth by Exhibit B, at Agency's sole cost and expense.
- 2.3 Commencement of Construction. CSXT shall commence construction under this Agreement following: (i) delivery of a notice to proceed from Agency and (ii) issuance of all permits, approvals and authorizations necessary or appropriate for such work. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of construction for the purposes of this Section.

3 Cost of Project and Reimbursement Procedures

- 3.1 Reimbursable Expenses. The Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with a Project, including, without limitation: (1) all preliminary engineering work; (2) all out of pocket expenses, (3) travel and lodging expenses, (4) telephone, facsimile, and mailing expenses, (5) costs for equipment, tools, materials and supplies, (6) sums paid to CSXT's consultants and subcontractors, and (7) CSXT labor in connection with the Project, together with CSXT overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**").
- 3.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as **\$63,234.00** as shown on Exhibit C (the "**Estimate**", as amended and revised). In the event CSXT anticipates that actual Reimbursable Expenses for a Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on a Project, unless and until Agency provides such approval and confirmation.

- 3.3 Payment Terms.
- 3.3.1 Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in CSXT Schedule PA attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
- 3.3.2 Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.
- 3.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 3 shall survive termination of this Agreement for any reason, where CSXT's services have already been rendered prior to the termination, or such services are necessary to reasonably and safely suspend the work.
- 4 Appropriations Agency represents to CSXT that at the time this Agreement is executed: (i) Agency will have appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate; (ii) Agency will use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency for the Project; and (iii) Agency will promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
- 5 Easements and Licenses. At its sole cost and expense, Agency shall acquire all necessary licenses and easements required for the Project.
- 6 Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

7 Termination

- 7.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect, or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 7.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency fails to observe the terms or conditions of this Agreement and if such failure continues for more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 7.3 Consequences of Termination. If this Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the work on the Project. Accordingly, Agency and CSXT agree that, in such instance a party may continue to perform work until it has reached a point where it may reasonably and safely suspend the work. Agency shall reimburse CSXT pursuant to this Agreement for the work performed, plus all costs reasonably incurred by CSXT to discontinue the work and protect the work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the work. Termination of this Agreement or work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the work for any reason, CSXT's only remaining obligation to Agency under this Agreement shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.

8 Ownership and Maintenance.

- 8.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent, in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. All work by Agency within CSXT property shall be coordinated with CSXT personnel to ensure that all applicable railroad requirements, such as flagging and insurance, are adhered to.
- 8.2 By CSXT. CSXT shall maintain and repair (i) the crossing surface between the ends of its cross ties and (ii) the automatic railroad traffic control devices, as described in this Agreement, at CSXT's sole cost and expense.
- 8.3 Alterations. Agency shall not undertake any alteration, modification, or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track, or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

- 9 Entire Agreement This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and, except as otherwise set forth herein, supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.
- 10 Binding Effect This Agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the Parties to be an agreement or contract under seal.
- 11 Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
- 12 Assignment CSXT may assign this Agreement and any and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement or any right or obligations by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
- 13 Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:
- If to CSXT: CSX Transportation, Inc.
 500 Water Street, J301
 Jacksonville, Florida 32202
 Attention: Hal A. Gibson, Principal Engineer
- If to Agency: Nassau County Engineering Services
 96161 Nassau Place
 Yulee, FL 32097
 Attention: Mr. Douglas Seaman, Director
- 14 Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
- 15 Applicable Law This Agreement shall be governed by the laws of the **State of Florida**, exclusive of its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed in duplicate, each by its duly authorized officers as of the date of this Agreement.

BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY

By: Marianne Marshall

Marianne Marshall
Chair of the Board

Attest as to Chairman's signature:

John A. Crawford
JOHN A. CRAWFORD
Its: Ex-Officio Clerk *EOC 10/21/08*

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

David A. Hallman
DAVID A. HALLMAN

CSX TRANSPORTATION, INC.

By: Charles E. Gullakson

Name: Charles E. Gullakson

Title: Assistant Chief Engineer - Public Projects

Callahan, Nassau County, FL
Upgrade of Railroad Signals
Old Dixie Highway
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Jacksonville Division, Nahunta S/D
CSXT OP No.: FL1245

CSXT Schedule PA
(Advance Payment – Construction Agreement)

PAYMENT SUBMISSION FORM

Payment is hereby provided in accordance with the terms of Section ^{3.3.1} ~~ERROR! Reference~~
~~source not found.~~ of the Agreement dated November 24, 2008, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

CSX Transportation, Inc.
P. O. Box 116651
Atlanta, GA 30368-6651

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Payment due within ten (10) days of Agency's receipt of fully executed agreement

(All information below to be completed by Agency providing Payment)

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
_____	_____	_____

Date: October 27, 2008

By Marianne Marshall

Name: Marianne Marshall

Title: Chair

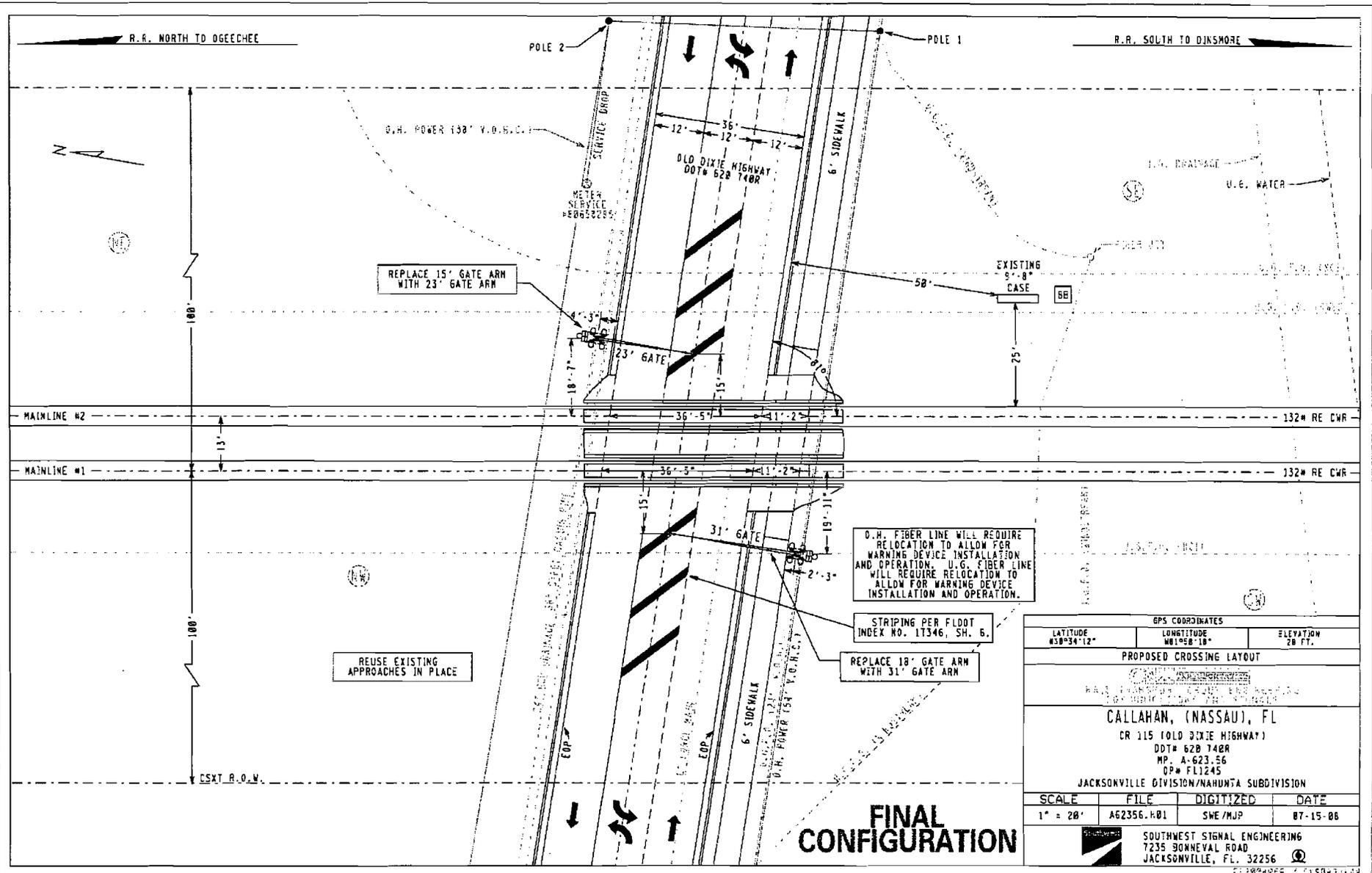
Phone: 904-491-7380

Email: _____

EXHIBIT A

Project Plans

See Attached.



D.H. FIBER LINE WILL REQUIRE RELOCATION TO ALLOW FOR WARNING DEVICE INSTALLATION AND OPERATION. U.G. FIBER LINE WILL REQUIRE RELOCATION TO ALLOW FOR WARNING DEVICE INSTALLATION AND OPERATION.

STRIPING PER FLOOT INDEX NO. 17346, SH. 6.

REPLACE 18' GATE ARM WITH 31' GATE ARM

REUSE EXISTING APPROACHES IN PLACE

REPLACE 15' GATE ARM WITH 23' GATE ARM

GPS COORDINATES		
LATITUDE 33°34'12"	LONGITUDE 81°58'18"	ELEVATION 28 FT.
PROPOSED CROSSING LAYOUT		
CALLAHAN, (NASSAU), FL CR 115 (OLD DIXIE HIGHWAY) DDT# 628 748R MP. A-623.56 OP# FL1245 JACKSONVILLE DIVISION/NAHANTA SUBDIVISION		
SCALE	FILE	DIGITIZED DATE
1" = 20'	AE2356.k01	SWE/MJP 07-15-08
SOUTHWEST SIGNAL ENGINEERING 7235 BONNEVAL ROAD JACKSONVILLE, FL 32256		

FINAL CONFIGURATION

EXHIBIT B

Allocation of Work

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

CSXT shall perform or cause to be performed by its contractor:

1. Relocate/Install flashing light signals

Agency shall perform or cause to be performed:

1. Roadway signage and painting

EXHIBIT C

Estimate

See Attached.

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - FL1245

ESTIMATE SUBJECT TO REVISION AFTER: 3/31/2009	DOT NO.: 620740R
CITY: Callahan	COUNTY: Nassau
DESCRIPTION: Railroad Signal Upgrades at Old Dixie Highway	STATE: FL
DIVISION: Jacksonville	SUB-DIV: Nahunta
AGENCY PROJECT NUMBER:	MILE POST: A-623.56

PRELIMINARY ENGINEERING:

200 Labor (Non Contract)	\$ 1,350
200 Additive 42.41%	\$ 573
230 Expenses	\$ 235
212 Contracted & Administrative Engineering Services	\$ 500
Subtotal	\$ 2,858

CONSTRUCTION ENGINEERING/INSPECTION:

200 Labor (Non Contract)	\$ -
200 Additive 42.41%	\$ -
230 Expenses	\$ -
212 Contracted & Administrative Engineering Services	\$ 500
Subtotal	\$ 500

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)	\$ -
050 Labor (Foreman/Inspector)	\$ -
070 Additive 74.68% (Transportation Department)	\$ -
050 Additive 76.03% (Engineering Department)	\$ -
230 Per Diem (Engineering Department)	\$ -
230 Expenses	\$ -
Subtotal	\$ -

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ 66,474

TRACK WORK: (Details Attached) \$ -

ACCOUNTING & BILLING:

040 Labor	\$ 900
040 Additive 65.54%	\$ 590
Subtotal	\$ 1,490

PROJECT SUBTOTAL

900 <u>CONTINGENCIES:</u> 10.00%	\$ 7,112
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GRAND TOTAL ***** \$ 78,234

DIVISION OF COST:

Agency 100.00%	\$ 78,234
Less Preliminary Engineering Deposit	\$ (15,000)
TOTAL *****	\$ 63,234

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Hal A. Gibson, Jr.

DATE: 10/2/2008 REVISED:

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - FL1245
Pub EB - FL EB3 (FL)

ESTIMATE SUBJECT TO REVISION AFTER:	3/31/2009	DOT NO.: 620740R
CITY: Callahan	COUNTY: Nassau	STATE: FL
DESCRIPTION: Railroad Signal Upgrades at Old Dixie Highway		
DIVISION: Jacksonville	SUB-DIV: Nahunta	MILEPOST: A-623.58
DRAWING NO.: A62356.H01	DRAWING DATE: 7/15/2008	REGION:
AGENCY PROJECT NUMBER:		

PRELIMINARY ENGINEERING:

200	Labor (Non Contract)	5	Days @	\$ 270.00	\$ 1,350
200	Additive 42.41%				\$ 573
230	Expenses				\$ 235
212	Contracted & Administrative Engineering Services				\$ 500
	Subtotal				<u>\$ 2,658</u>

CONSTRUCTION ENGINEERING/INSPECTION:

200	Labor (Non Contract)	0	Days @	\$ 270.00	\$ -
200	Additive 42.41%				\$ -
230	Expenses				\$ -
212	Contracted & Administrative Engineering Services				\$ 500
	Subtotal				<u>\$ 500</u>

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	0	Days @	\$ -	\$ -
50	Labor (Foreman/Inspector)	0	Days @	\$ 235.00	\$ -
70	Additive 74.68% (Transportation Department)				\$ -
50	Additive 76.03% (Engineering Department)				\$ -
230	Expenses (Engineering Department)	0	Days @	\$ 75.00	\$ -
230	Expenses	0	Days @	\$ 45.00	\$ -
	Subtotal				<u>\$ -</u>

COMMUNICATIONS WORK:

Temporary (Details Attached)	\$ -
Permanent (Details Attached)	\$ -
Subtotal	<u>\$ -</u>

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - FL1245
Pub EB - FL EB3 (FL)

TRACK: LABOR

50	Traffic Control		Q	MAN-HRS	\$ 21.00	\$	-
50	Remove Existing Crossing		Q	MAN-HRS	\$ 21.00	\$	-
50	Renew Cross Ties		Q	MAN-HRS	\$ 21.00	\$	-
50	Renew Rail		Q	MAN-HRS	\$ 21.00	\$	-
50	Install OTM		Q	MAN-HRS	\$ 21.00	\$	-
50	Install Field Welds		Q	MAN-HRS	\$ 21.00	\$	-
50	Install Geo-Textile Fabric		Q	MAN-HRS	\$ 21.00	\$	-
50	Install Sub-Drains		Q	MAN-HRS	\$ 21.00	\$	-
50	Install Ballast		Q	MAN-HRS	\$ 21.00	\$	-
50	Line and Surface		Q	MAN-HRS	\$ 21.00	\$	-
50	Install Crossing Materials		Q	MAN-HRS	\$ 21.00	\$	-
50	Install Bituminous Pavement		Q	MAN-HRS	\$ 21.00	\$	-
50	_____		Q	MAN-HRS	\$ 21.00	\$	-
50	_____		Q	MAN-HRS	\$ 21.00	\$	-
50	_____		Q	MAN-HRS	\$ 21.00	\$	-
50	Clean-Up		Q	MAN-HRS	\$ 21.00	\$	-
50	Additive	76.03%				\$	-
230	Per Diem		Q	MAN-DAY	\$ 90.00	\$	-
	Subtotal					\$	-

TRACK: MATERIAL

220	Cross Ties, Main Line		Q	EA	\$ 31.00	\$	-
220	Rail, 136RE, New		Q	LF	\$ 17.00	\$	-
220	Misc. OTM		1	LOT	\$ -	\$	-
210	Geo-Textile Fabric		Q	RL	\$ 250.00	\$	-
210	Sub-Drains		Q	LF	\$ 6.00	\$	-
220	Ballast		Q	NT	\$ 5.75	\$	-
220	Field Welds		Q	EA	\$ 100.00	\$	-
	_____		Q	_____	\$ -	\$	-
	_____		Q	_____	\$ -	\$	-
210	Concrete Full Width		Q	TF	\$ 225.00	\$	-
210	Concrete/Rubber Xing (CSX)		Q	TF	\$ 135.00	\$	-
210	Rubber Crossing, Full Depth		Q	TF	\$ 280.00	\$	-
210	Timber/Asphalt Crossing (CSX Standard)		Q	TF	\$ 42.00	\$	-
220	Crossties, 10' Length		Q	EA	\$ 39.00	\$	-
210	Bituminous Material		Q	NT	\$ 80.00	\$	-
210	Sales Tax on Material	7.00%				\$	-
210	Material Handling	5.00%				\$	-
	Subtotal					\$	-

CONTRACT:

215	Asphalt Paving (In Place)		Q	NT	\$ 120.00	\$	-
241	Disposal of Waste Materials		Q	TF	\$ 10.00	\$	-
215	Maintenance of Traffic		Q	DAY	\$ 300.00	\$	-
	Subtotal					\$	-

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - FL1245
Pub EB - FL EB3 (FL)

241	<u>EQUIPMENT RENTAL:</u>					
	Subtotal				\$	-
50	<u>WORK TRAIN:</u>	0	DAY	\$ 2,100.00	\$	-
	Subtotal				\$	-
	<u>SALVAGE:</u>					
228	Rail	0	NT	\$ 65.00	\$	-
228	OTM	0	NT	\$ 75.00	\$	-
	Subtotal				\$	-
	<u>SIGNAL WORK:</u>					
210	Material - Field & Consumables				\$	15,475
210	Material - Sales Tax				\$	1,083
220	Material - Shop				\$	-
60	Construction Labor				\$	10,471
65	Shop Labor				\$	-
230	Per Diem				\$	4,515
200	RR Engineering, Preliminary				\$	3,207
200	RR Engineering, Construction				\$	1,571
60	Additives to Construction Labor				\$	7,961
65	Additives to Shop Labor				\$	-
200	Additives to Engineering				\$	2,026
241	Equipment Expense				\$	5,850
241	Waste Management				\$	71
212	Contract Engineering				\$	10,545
211	Freight				\$	1,200
216	AC Power Service				\$	2,500
228	Salvage				\$	(1)
900	Other				\$	-
	Subtotal				\$	66,474
	<u>ACCOUNTING & BILLING:</u>					
40	Labor	4.5	Days @	\$ 200.00	\$	900
40	Additive	65.54%			\$	590
	Subtotal				\$	1,490
	<u>PROJECT SUBTOTAL:</u>				\$	71,121
900	<u>CONTINGENCIES:</u>	10.00%			\$	7,112
	GRAND TOTAL *****				\$	78,234

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FL1245
Pub EB - FL EB3 (FL)

DIVISION OF COST:

Agency	<u>100.00%</u>	\$	78,234
Less Preliminary Engineering Deposit		\$	(15,000)
TOTAL	*****	\$	<u>63,234</u>

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Hal A. Gibson, Jr.

DATE: 10/2/2008 REVISED:

ACCT. CODE : 709 - FL1245
Pub EB - FL EB3 (FL)

ESTIMATE SUBJECT TO REVISION AFTER: 3/31/2009 DOT NO.: 620740R
CITY: Callahan COUNTY: Nassau STATE: FL
DESCRIPTION: Railroad Signal Upgrades at Old Dixie Highway
DIVISION: Jacksonville SUB-DIV: Nahunta MILEPOST: A-623.56
DRAWING NO.: A62356.H01 DRAWING DATE: 7/15/2008
AGENCY PROJECT NUMBER:

SIGNAL WORK:

210	Material - Field & Consumables	\$	15,475
210	Material - Sales Tax	\$	1,083
220	Material - Shop	\$	-
60	Construction Labor	\$	10,471
65	Shop Labor	\$	-
230	Per Diem	\$	4,515
200	RR Engineering,Preliminary	\$	3,207
200	RR Engineering,Construction	\$	1,571
60	Additives to Construction Labor	\$	7,961
65	Additives to Shop Labor	\$	-
200	Additives to Engineering	\$	2,026
241	Equipment Expense	\$	5,850
241	Waste Management	\$	71
212	Contract Engineering	\$	10,545
211	Freight	\$	1,200
216	AC Power Service	\$	2,500
228	Salvage	\$	(1)
900	Other	\$	-
	Subtotal	\$	66,474

Pub EB - ACCT. CODE : 709 - FL1245
 FL EB3 (FL)

ESTIMATE SUBJECT TO REVISION AFTER:
 CITY: Callahan
 DESCRIPTION: Railroad Signal Upgrades at Old Dixie Highway

3/31/09
 COUNTY: Nassau

DOT NO.: 620740R
 STATE: FL

DIVISION: Jacksonville
 DRAWING NO.: A62356.H01
 AGENCY PROJECT NUMBER:

SUB-DIV: Nahunta
 DRAWING DATE: 7/15/2008

MILEPOST: A-623.56
 REGION:

Amount		
Task	Task Desc	Total
40	Labor General Office	\$1,490
50	Labor Roadway	
60	Labor Signal	\$18,432
65	Labor Signal1	
70	Labor Transportation	
200	Labor NonContract	\$8,727
210	Invoice Material	
	Material - Field & Consu	\$16,558
211	Invoice Freight	\$1,200
212	Invoice Contract Eng	\$11,545
215	Invoice Misc	
216	Invoice Utilties	\$2,500
220	Material New	
	Material - Shop	
228	Scrap Credit	-\$1
230	ExpenseRpts	\$4,750
241	Invoice Rental	\$5,921
900	Other	
900	Contingencies	\$7,112
	Material New	
Grand Total		\$78,234

Estimate No. 114368
CSX Transportation
Old Dixie Highway
Callahan, FL

DOT: 620740R

OP: FL1245

CSX Project: FL2008056

Summary

Material	\$ 15,475
Sales Tax	\$ 1,083
Labor:	
Construction Labor (43 man-days).....	\$ 10,471
Shop Labor (0 man-days).....	\$ 0
Subsistence (43 man-days).....	\$ 4,515
Railroad Engineering, Preliminary	\$ 3,207
Railroad Engineering, Construction	\$ 1,571
Additives to Construction Labor	\$ 7,961
Additives to Shop Labor	\$ 0
Additives to Engineering	\$ 2,026
Equipment Expenses (9 work days).....	\$ 5,850
Waste Management (6 work days).....	\$ 72
Contract Engineering	\$ 10,545
Freight	\$ 1,200
Poleline Removal	\$ 0
AC Power Service	\$ 2,500
Salvage	\$ -1
<hr/>	
TOTAL ESTIMATE COST	\$ 66,474

Date: 09/23/2008

Estimated By: Michael Vorwaller

NOTE: This estimate should be considered void one year from date of estimate.

Field Material List for CSX Project: FL2008056 (Effective: 09/23/2008)
Upgrade of Railroad Signals.
Callahan, FL - A 623.56

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-0013908	1	7.45	400	2980.00	CABLE UG COMPOSITE 19 CONDUCTOR INCLUDES 13
020-0052501	1	324.55	3	973.65	ARM GATE FIBERGLASS ASSY ADJ TO 18' HI-INTENSITY GRADE
020-0052502	1	406.50	1	406.50	ARM GATE FIBERGLASS ASSY ADJ 19' TO 28' HI-INTENSITY GRADE
020-0052506	1	545.88	1	545.88	ARM GATE FIBERGLASS ASSY ADJ 29' TO 38' HI-INTENSITY GRADE
020-0057275	1	1.27	500	635.00	WIRE UG TRACK TWISTED PAIR NO. 6 AWG SOLID CONDUCTOR
020-1360014	1	786.56	1	786.56	PACKAGE FOREMANS CARE FOR ALUMINUM TYPICAL BOM FOR USE
020-2049100	1	266.56	1	266.56	FOUNDATION STEEL RELAY CASE CONSISTING OF TWO PIERS FOUR
020-4201042	1	0.20	20	4.00	NUT HEX BINDING (RSA NUT) AAR 14.1.11-6 14-24 NS-2 THD CONE
020-4201043	1	0.18	50	9.00	NUT HEX CLAMP (FLAT NUT) AAR 14.1.11-7 14-24 NS-2 THD FLAT
020-4201044	1	0.10	50	5.00	WASHER AAR 14.1.11 ROUND COPPER NICKEL PLATED FOR AAR
Total Cost: \$				6,612.15	

Consumables List for CSX Project: FL2008056 (Effective: 09/23/2008)
Upgrade of Railroad Signals.
Callahan, FL - A 623.56

Catalog Num	Cond	Unit Price	Qty	Cost Description
N/A		50.00	20	1000.00 FILL MATERIAL, 1 CUBIC YARD
N/A		800.00	1	800.00 WALKWAY ROCK, 10 CUBIC YARDS
020-2060072	1	778.40	5	3892.00 FOUNDATION HELICAL SCREW-IN ASSEMBLY 7' X 10" COMPLETE
020-2060074	1	571.20	5	2856.00 EXTENSION 10" X 3' USE WITH XING GATE AND SIGNAL MAST
250-1710040	1	2.86	110	314.60 CONDUIT PVC 4IN SCH 40 HVY HALL RIGID CARLON 49015 10
Total Cost: \$			8,862.6	