

Project:  
**FL, Yulee, Nassau County**  
**Installation of new full-width concrete x-ing**  
**surface for Wm. Burgess Blvd. &**  
**closure of Harts Road.**  
**RRMP: S 613.40 DOT No. 928 625P**  
**Jacksonville Division / Kingsland Sub-Division**  
**CSXT OP No. FL1388**

### CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made as of July 14, 2010, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and Nassau County, a body corporate and political subdivision of the State of Florida ("Agency").

### EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, installation of new full-width concrete crossing surface for Wm. Burgess Blvd.; Jacksonville Division; Kingsland Sub-division; DOT: 928 625P; S 613.40 (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 as follows:

#### 1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, 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 or 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 B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans and improvements 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.

## 2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) 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, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. 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 work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than one calendar year from date of executed agreement, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

## 4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4)

costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project is **\$553,967.00** as shown on Exhibit D (the "Estimate", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), 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 the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amount of **\$553,967.00** as shown on Exhibit E. CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 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.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

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

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
  - 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
  - 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
  - 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. 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.
8. Termination
  - 8.1 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.
  - 8.2 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 or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
  - 8.3 Consequences of Termination. If the 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. Accordingly, they 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 shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

#### 10. Ownership and Maintenance

- 10.1 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.
- 10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.
- 10.3 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.

#### 11. Indemnification

- 11.1 Generally. To the extent allowable under Florida Statutes 768.28, Florida Law, Agency and its Contractors shall indemnify, defend, and hold CSXT harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages (including direct, indirect, consequential, and incidental) for any injury to or death to any person(s) (including but not limited to the employees of CSXT, its affiliates, Agency or Contractors), for the loss of or damage to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damage and any related remediation recovered against CSXT and its affiliates), arising directly or indirectly from the negligence of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees, or invitees in the performance of the work in connection with the Project or activities incidental, thereto or from their presence on CSXT property. The foregoing indemnification shall not be limited to the insurance coverage required by this Agreement, except to the extent required by Florida Law, specifically Florida Statutes 768.28, sovereign immunity, or otherwise expressly provided by the Agreement.
- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

- 11.3 “CSXT Affiliates”. For the purpose of this Section 11, CSXT’s affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency’s Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT’s property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. “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 supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. 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.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement 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.
16. 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:

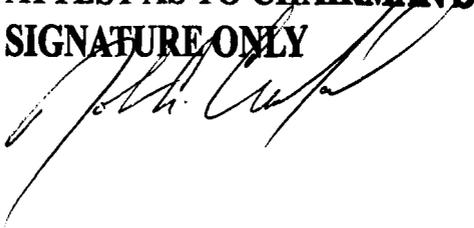
If to CSXT: CSX Transportation, Inc.  
500 Water Street, J-301  
Jacksonville, FL 32202  
Attention: Hal Gibson

If to Agency: Nassau County Government  
76347 Veteran’s Way  
Yulee, FL 32097  
Attention: Jonathon Page

17. 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.
18. Applicable Law This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

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

**ATTEST AS TO CHAIRMAN'S  
SIGNATURE ONLY**



Agency: Board of County Commissioners,  
Nassau County, Florida

By: Michael H. Boyle

Name: Michael H. Boyle

Title: Chairman

*EPK  
6/28/10*

CSX TRANSPORTATION, INC.

By: Dale W. Ophardt

Dale W. Ophardt  
Assistant Vice President Engineering

**EXHIBIT A**  
**ALLOCATION OF WORK**

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

- A. Agency shall let by contract to its Contractors:
  - 1. New asphalt paving & striping.
  - 2. All related roadway, curbing, drainage, & sidewalk work.
  - 3. New (2ea) 36-inch drainage pipes parallel to the track as shown on plans.
  - 4. Maintenance of traffic and detour plan.
  
- B. CSXT shall perform or cause to be performed the following:
  - 1. Remove existing crossing surface & asphalt paving to property line (Harts Road x-ing closure).
  - 2. Remove exist. storm drainage CMP pipe @ x-ing and re-grade to exist. ditch line.
  - 3. Install FDOT/CSX std. barricades for x-ing closure.
  - 4. Install new track, ties, & ballast @ Harts Road.
  - 5. Installation of new concrete crossing surface work & new signals for Wm. Burgess Blvd. extension.
  - 6. Provide flagging and inspection services during construction of new roadway & crossing surface work.
  - 7. Provide flagging and inspection services during Harts Road x-ing closure.

## EXHIBIT B

### PLANS AND SPECIFICATIONS

#### Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

CSX Transportation Drawing No. 928 625P dated 05/04/09

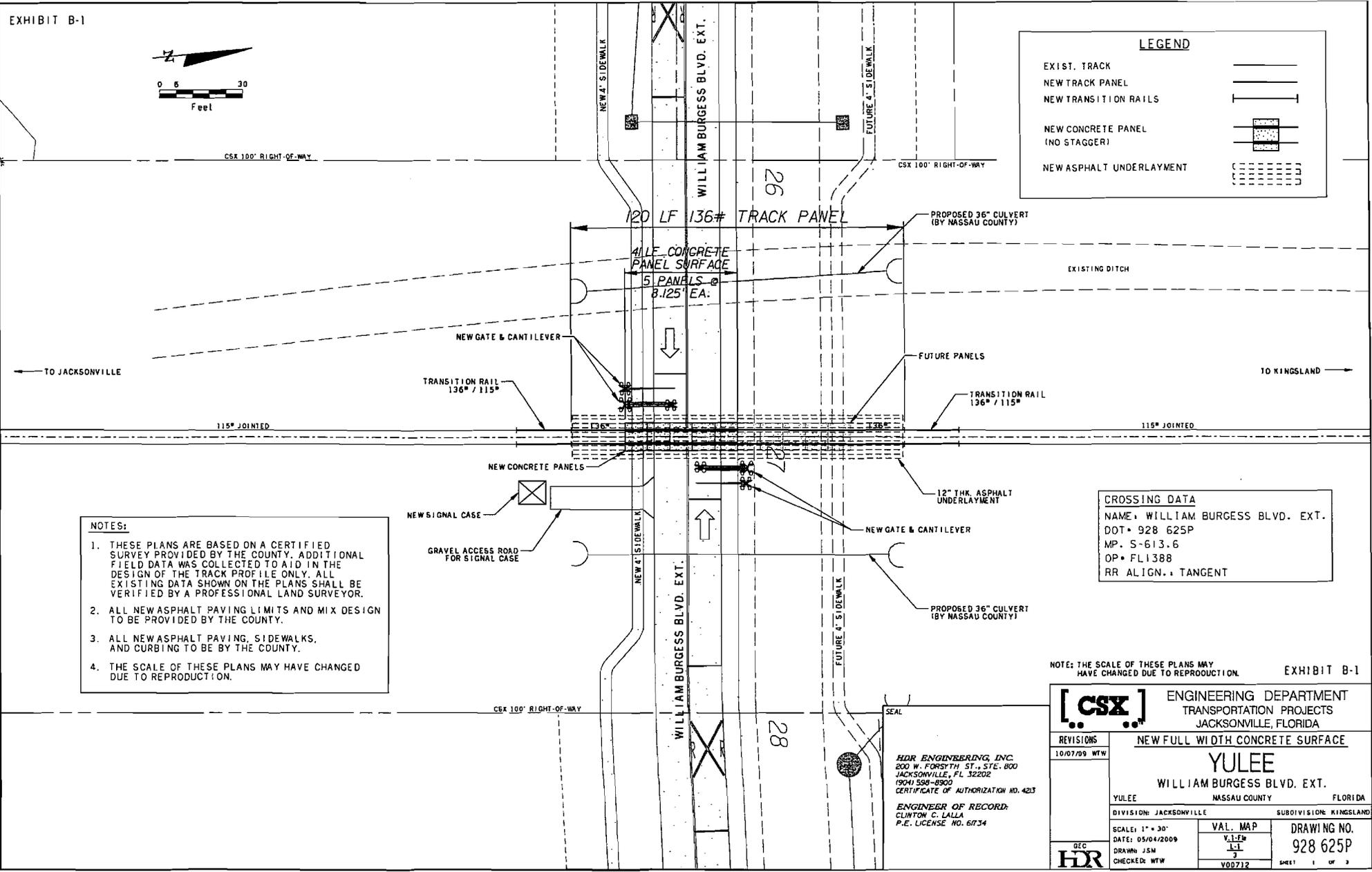
CSX Transportation Profile No. 928 625P dated 05/04/09

EXHIBIT B-1



**LEGEND**

- EXIST. TRACK
- NEW TRACK PANEL
- NEW TRANSITION RAILS
- NEW CONCRETE PANEL (NO STAGGER)
- NEW ASPHALT UNDERLAYMENT



- NOTES:**
1. THESE PLANS ARE BASED ON A CERTIFIED SURVEY PROVIDED BY THE COUNTY. ADDITIONAL FIELD DATA WAS COLLECTED TO AID IN THE DESIGN OF THE TRACK PROFILE ONLY. ALL EXISTING DATA SHOWN ON THE PLANS SHALL BE VERIFIED BY A PROFESSIONAL LAND SURVEYOR.
  2. ALL NEW ASPHALT PAVING LIMITS AND MIX DESIGN TO BE PROVIDED BY THE COUNTY.
  3. ALL NEW ASPHALT PAVING, SIDEWALKS, AND CURBING TO BE BY THE COUNTY.
  4. THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

**CROSSING DATA**  
 NAME: WILLIAM BURGESS BLVD. EXT.  
 DOT: 928 625P  
 MP: S-613.6  
 OP: FL1388  
 RR ALIGN.: TANGENT

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION. EXHIBIT B-1

HDR ENGINEERING, INC.  
 200 W. FORSYTH ST., STE. 800  
 JACKSONVILLE, FL 32202  
 (904) 598-8900  
 CERTIFICATE OF AUTHORIZATION NO. 423  
 ENGINEER OF RECORD:  
 CLYTON C. LALLA  
 P.E. LICENSE NO. 6734

**[CSX]** ENGINEERING DEPARTMENT  
 TRANSPORTATION PROJECTS  
 JACKSONVILLE, FLORIDA

**NEW FULL WIDTH CONCRETE SURFACE**

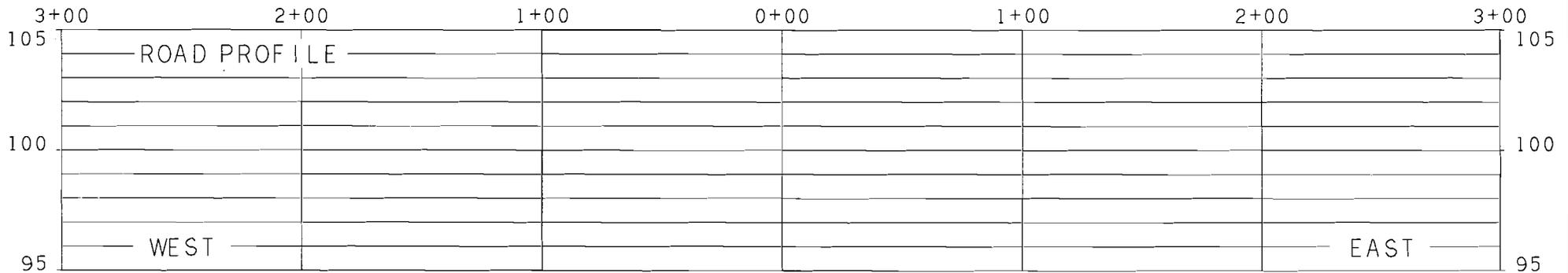
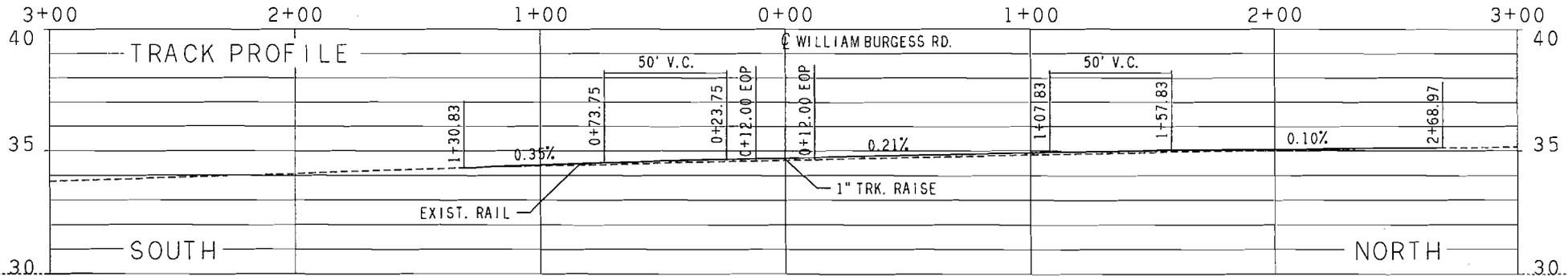
**YULEE**  
 WILLIAM BURGESS BLVD. EXT.

YULEE MASSAU COUNTY FLORIDA

DIVISION: JACKSONVILLE SUBDIVISION: KINGSLAND

SCALE: 1" = 30'  
 DATE: 05/04/2009  
 DRAWN: JSM  
 CHECKED: WTW

REVISIONS	10/07/09 WTW
VAL. MAP	V-1-1 1-1 3
DRAWING NO.	928 625P
SHEET	1 OF 3



ROAD PROFILE TO BE PROVIDED BY COUNTY

SCALE: HORZ 1" = 40'  
VERT 1" = 4'

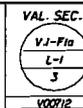
NOTE: THE SCALE OF THESE PLANS MAY  
HAVE CHANGED DUE TO REPRODUCTION

DESIGNED BY	WTW		
DRAWN BY	JSM		
CHECKED BY	DK		
APPROVED BY	LSR		
DATE APPROVED	September 17, 2009		
REV.	DATE	BY	DESCRIPTION

**HDR**  
 HDR ENGINEERING, INC.  
 200 W. FORTSITH ST., STE. 800  
 JACKSONVILLE, FL 32202  
 (904) 598-8900  
 CERTIFICATE OF AUTHORIZATION NO. 4213  
 ENGINEER OF RECORD  
 CLINTON C. LALLA  
 P.E. LICENSE NO. 6734

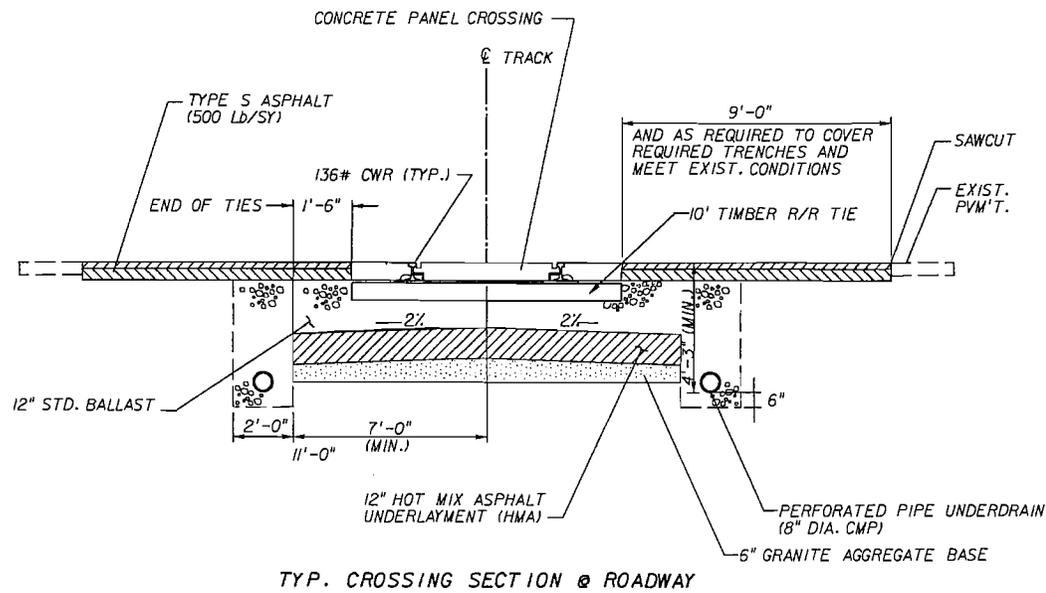


ENGINEERING DEPARTMENT  
 JACKSONVILLE, FLORIDA



**YULEE**  
 WILLIAM BURGESS BLVD. EXT.  
 PROFILES  
 DOT 928 625P  
 05/04/2009

DRAWING NO.  
 2 of 3



**TYPICAL SECTION**

<b>[CSX]</b>		ENGINEERING DEPARTMENT DESIGN AND CONSTRUCTION JACKSONVILLE, FLORIDA	
REVISIONS	NEW FULL WIDTH CONCRETE SURFACE <b>YULEE</b> WM BURGESS BLVD.		
	YULEE	NASSAU CO.	FLORIDA
	DIVISION: JACKSONVILLE	SUBDIVISION: KINGSLAND	
SCALE: N.T.S.	VAL. MAP	DRAWING NO.	
DATE: 9/15/2009		928 625P	
DRAWN: JSM		SHEET 3 OF 3	
CHECKED: DR			

## EXHIBIT C

### CSXT SPECIAL PROVISIONS

#### DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of \_\_\_\_\_, as amended from time to time.

“Agency” shall mean the Seminole County.

“Agency Representative” shall mean the authorized representative of Seminole County.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

#### I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

#### II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

#### III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on

CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

#### IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

#### V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

#### VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

#### VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

#### VIII. CONSTRUCTION PROCEDURES

##### A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

##### B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

- c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
  - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
  - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
  - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

#### IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

#### X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a

flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

#### XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

#### XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

#### XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

EXHIBIT D  
INITIAL ESTIMATE  
ATTACHED

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

ACCT. CODE : 709 - FL1388

**EXHIBIT D**

<b>ESTIMATE SUBJECT TO REVISION AFTER:</b>	4/6/2010	<b>DOT NO.:</b> 928 625P
<b>CITY:</b> Yulee	<b>COUNTY:</b> Nassau	<b>STATE:</b> FL
<b>DESCRIPTION:</b> Install new concrete x-ing surface & signals @ Wm. Burgess Blvd. and remove x-ing for Harts Road closure.		
<b>DIVISION:</b> Jacksonville	<b>SUB-DIV:</b> Kingsland	<b>MILE POST:</b> S 613.60
<b>AGENCY PROJECT NUMBER:</b> _____		

**PRELIMINARY ENGINEERING:** Provided under separate PE agreement

200 Labor (Non Contract)	Days @	\$ 270.00	\$	-
200 Additive 38.91%			\$	-
230 Expenses			\$	-
212 Contracted & Administrative Engineering Services			\$	2,500
<b>Subtotal</b>			\$	<u>2,500</u>

**CONSTRUCTION ENGINEERING/INSPECTION:**

200 Labor (Non Contract)	3 Days @	\$ 270.00	\$	810
200 Additive 38.91%			\$	315
230 Expenses			\$	141
212 Contracted & Administrative Engineering Services			\$	8,124
<b>Subtotal</b>			\$	<u>9,390</u>

**FLAGGING SERVICE: (Contract Labor)**

070 Labor (Conductor-Flagman)	Days @	\$ 350.00	\$	-
050 Labor (Foreman/Inspector)	16 Days @	\$ 336.00	\$	5,376
070 Additive 133.71% (Transportation Department)			\$	-
050 Additive 129.08% (Engineering Department)			\$	6,939
230 Per Diem (Engineering Department)	16 Days @	\$ 75.00	\$	1,200
230 Expenses	16 Days @	\$ 45.00	\$	720
<b>Subtotal</b>			\$	<u>14,235</u>

**SIGNAL & COMMUNICATIONS WORK:** (Details Attached) \$ 223,417

**TRACK WORK:** (Details Attached) \$ 238,817

**ACCOUNTING & BILLING:**

040 Labor	31 Days @	\$ 200.00	\$	6,200
040 Additive 145.92%			\$	9,047
<b>Subtotal</b>			\$	15,247

**PROJECT SUBTOTAL** \$ 503,607

900 **CONTINGENCIES:** 10.00% \$ 50,361

**GRAND TOTAL \*\*\*\*\*** \$ 553,967

**DIVISION OF COST:**

Agency	100.00%	\$ 553,967
Railroad		\$ -
<b>TOTAL *****</b>		\$ 553,967

**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: <b>WTW - HDR Engineering, Inc.</b>	Approved by: <b>MTSB</b>	CSXT Public Project Gr
DATE: <b>6/30/2009</b>	REVISED: <b>10/8/2009</b>	DATE: <b>10/2/2009</b>
Form Revised 05-29-2009 -LLS	Project Summary Sheet	

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

ACCT. CODE : 709 - FL1388  
Pub EB - 3 GFP

**TRACK: LABOR**

50	Remove existing x-ing (Harts Road)	68	MAN-HRS	\$ 36.00	\$	2,448
50	Replace ties @ exist. x-ing (Harts Road)	34	MAN-HRS	\$ 36.00	\$	1,224
50	Install rail @ exist. x-ing (Harts Road)	42	MAN-HRS	\$ 36.00	\$	1,512
50	Construct track panel	128	MAN-HRS	\$ 24.00	\$	3,072
50	Install track panel	162	MAN-HRS	\$ 36.00	\$	5,832
50	Install mainline ties	56	MAN-HRS	\$ 36.00	\$	2,016
50	Install transition rails	52	MAN-HRS	\$ 36.00	\$	1,872
50	Install OTM	74	MAN-HRS	\$ 36.00	\$	2,664
50	Install field welds (Thermite)	82	MAN-HRS	\$ 36.00	\$	2,952
50	Install joint bars	22	MAN-HRS	\$ 36.00	\$	792
50	Install Ballast	0	MAN-HRS	\$ 36.00	\$	-
50	Line and Surface	98	MAN-HRS	\$ 36.00	\$	3,528
50	Install CSX std. concrete x-ing surface	132	MAN-HRS	\$ 36.00	\$	4,752
50	Work train labor (unload rail)	32	MAN-HRS	\$ 36.00	\$	1,152
50	Install Bituminous Pavement	0	MAN-HRS	\$ 36.00	\$	-
50	Clean-Up	26	MAN-HRS	\$ 36.00	\$	936
50	Additive 129.08%				\$	44,858
230	Per Diem	101	MAN-DAY	\$ 90.00	\$	9,090
	<b>Subtotal</b>				\$	<b>88,700</b>

**TRACK: MATERIAL**

220	Cross ties, main line (Borate type)	56	EA	\$ 56.00	\$	3,136
220	Cross ties, main line/approach (Borate type) (for Harts Road)	66	EA	\$ 56.00	\$	3,696
220	Cross ties, 10' length (Borate type)	93	EA	\$ 64.00	\$	5,952
220	Rail, 136RE, New	240	LF	\$ 21.00	\$	5,040
220	Rail, 115RE, New (4ea 40ft sections) (for Harts Road)	160	LF	\$ 21.00	\$	3,360
220	Transition rails (136#/115#)	4	EA	\$ 1,200.00	\$	4,800
220	Thermite welds (136#)	4	EA	\$ 100.00	\$	400
220	Thermite welds (115#)	4	EA	\$ 100.00	\$	400
220	Joint bars (115#)	8	EA	\$ 100.00	\$	800
220	Misc. OTM	1	LOT	\$ 5,000.00	\$	5,000
220	Ballast - Trucked in	246	NT	\$ 45.00	\$	11,070
210	Concrete Full Width Hvy duty surface panel-CSX Std. (for 136#)	41	TF	\$ 193.00	\$	7,913
210	Bituminous Material	0	NT		\$	-
210	Sales Tax on Material 0.00%				\$	-
210	Material Handling 5.00%				\$	2,578
211	Shipping/freight-concrete panels	1	LS	3650	\$	3,650
	<b>Subtotal</b>				\$	<b>57,795</b>

**CONTRACT:**

215	Asphalt Paving (by County)	0	NT		\$	-
215	Sawcut existing pavement (by County)	62	TF	\$ 15.50	\$	961
241	Removal of matl to re-work/excavate for ditch lines for Harts Road x-ing closure	1	LS	\$ 70,550.00	\$	70,550
215	Install CSX std. closure barricades/guard rails (Harts Road)	1	LS	\$ 7,600.00	\$	7,600
241	Disposal of Waste Materials	312	CY	\$ 12.50	\$	3,900
215	Maintenance of Traffic (by County)	0	DAY	\$ -	\$	-
	<b>Subtotal</b>				\$	<b>83,011</b>

241 **EQUIPMENT RENTAL:**

**Subtotal** \$ 7,686

50 **WORK TRAIN:** 1 DAY \$ 2,100.00 \$ 2,100

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

ACCT. CODE : 709 - FL1388  
Pub EB - 3 GFP

<b>Subtotal</b>					\$ 2,100
<b>SALVAGE:</b>					
228	Rail	5	NT	\$ 65.00	\$ (325)
228	OTM	2	NT	\$ 75.00	\$ (150)
<b>Subtotal</b>					\$ (475)
<b>SIGNAL WORK:</b>					
210	Material - Field & Consumables				\$ 95,113
210	Material - Sales Tax				\$ 6,658
220	Material - Shop				\$ -
60	Construction Labor				\$ 34,040
65	Shop Labor				\$ 960
230	Per Diem				\$ 12,740
200	RR Engineering,Preliminary				\$ 4,893
200	RR Engineering,Construction				\$ 5,106
60	Additives to Construction Labor				\$ 25,064
65	Additives to Shop Labor				\$ 845
200	Additives to Engineering				\$ 3,891
241	Equipment Expense				\$ 13,000
241	Waste Management				\$ 480
212	Contract Engineering				\$ 11,222
211	Freight				\$ 6,907
216	AC Power Service				\$ 2,500
228	Salvage				\$ (2)
900	Other				\$ -
<b>Subtotal</b>					\$ 223,417
<b>ACCOUNTING &amp; BILLING:</b>					
40	Labor	31	Days @	\$ 200.00	\$ 6,200
40	Additive	145.92%			\$ 9,047
<b>Subtotal</b>					\$ 15,247
<b>PROJECT SUBTOTAL:</b>					\$ 503,607
900	<b>CONTINGENCIES:</b>	10.00%			\$ 50,361
<b>GRAND TOTAL *****</b>					\$ 553,967
<b>DIVISION OF COST:</b>					
	Agency	100.00%			\$ 553,967
	Railroad	0.00%			\$ -
<b>TOTAL *****</b>					\$ 553,967

**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: WTW - HDR Engineering, Inc. (904) 598-8974 Approved by:

CSXT Public Project Group

DATE: 6/30/2009

REVISED: 10/8/2009

DATE:

Form Revised 05-29-2009 -LLS

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

ACCT. CODE : 709 - FL1388  
Pub EB - 3 GFP

**ESTIMATE SUBJECT TO REVISION AFTER:**

4/6/2010

**DOT NO.:** 928 625P

CITY: Yulee

**COUNTY:** Nassau

**STATE:** FL

**DESCRIPTION:** Install new concrete x-ing surface & signals @ Wm. Burgess Blvd. and remove x-ing for Harts Roa

**DIVISION:** Jacksonville

**SUB-DIV:** Kingsland

**MILEPOST:** S 613.60

**DRAWING NO.:** S 613.60

**DRAWING DATE:** 5/9/2009

**AGENCY PROJECT NUMBER:** \_\_\_\_\_

**EQUIPMENT RENTAL:**

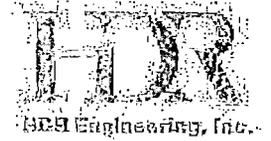
241	Gang Truck	<u>5</u>	DAY	\$ 180.40	\$ 902
241	Boom Truck		DAY	\$ 304.16	\$ -
241	Dump Truck	<u>5</u>	DAY	\$ 283.04	\$ 1,415
241	Backhoe	<u>5</u>	DAY	\$ 141.84	\$ 709
241	Compressor	<u>3</u>	DAY	\$ 113.52	\$ 341
241	Air Drill/Wrench	<u>3</u>	DAY	\$ 11.52	\$ 35
241	Tie Tamper (CAT)		DAY	\$ 1,580.16	\$ -
241	Tie Tamper (Production)	<u>4</u>	DAY	\$ 785.60	\$ 3,142
241	Tie Tamper (Utility)		DAY	\$ 785.60	\$ -
241	Ballast Regulator	<u>4</u>	DAY	\$ 285.60	\$ 1,142
241	Roller		DAY	\$ 39.12	\$ -
241	Barricades		DAY	\$ -	\$ -
	<b>Subtotal</b>				<b>\$ 7,686</b>

**ESTIMATE SUBJECT TO REVISION AFTER:** 4/6/10 **DOT NO.:** 928 625P  
**CITY:** Yulee **COUNTY:** Nassau **STATE:** FL  
**DESCRIPTION:** Install new concrete x-ing surface & signals @ Wm. Burgess Blvd. and remove x-ing for Harts Road clousur  
**DIVISION:** Jacksonville **SUB-DIV:** Kingsland **MILEPOST:** S 613.60  
**DRAWING NO.:** S 613.60 **DRAWING DATE:** 5/4/2009  
**AGENCY PROJECT NUMBER:** \_\_\_\_\_

Amount		
Task	Task Desc	Total
40	Labor General Office	\$15,247
50	Labor Roadway	\$94,025
60	Labor Signal	\$59,104
65	Labor Signal1	\$1,805
70	Labor Transportation	
200	Labor NonContract	\$15,015
210	Invoice Material	\$112,262
211	Invoice Freight	\$10,557
212	Invoice Contract Eng	\$21,846
215	Invoice Misc	\$8,561
216	Invoice Utilities	\$2,500
220	Material New	\$43,654
228	Scrap Credit	-\$477
230	ExpenseRpts	\$23,891
241	Invoice Rental	\$95,616
900	Other	
900	Contingencies	\$50,361
Grand Total		\$553,967

**ESTIMATE AT GRADE CROSSING CONSTRUCTION SERVICES**

Date: Sept. 14, 2009  
 Location: Yulee-Nassau County, FL  
 Milepost: S 613.6, DOT# TBA  
 Description: Install new concrete surface panels & signals @ Wm. Burgess Blvd. x-ing  
 Closure of x-ing @ Harts Road. (DOT 620 823E)  
 OP Number: FL1388



**Estimate Parameters**

- \$30.00 Per Diem
- \$0.550 Mileage Rate
- \$80.00 Inspectors Hourly Rate
- 6.0 Est Hours/Day
- 29 Inspectors One-way Mileage to Site
- 29 Project Managers One-way Mileage to Site
- 2 Est. Project Duration (Months)
- 5 Number of Visits (Both Inspector and Project Manager)

**ADMINISTRATION**

TASK	MAN HOURS	MAN DAYS	RATE	TOTAL	ASSIGNMENT
Accounting	4	0.5	\$80.00	\$320.00	JAX
Comptroller	5	0.6	\$80.00	\$400.00	JAX
Total Man Days		1.1			
<b>TOTAL - ADMINISTRATION</b>				<b>\$720</b>	

**CONSTRUCTION INSPECTION:**

On-Site Representative	VISITS	MAN HOURS	MAN DAYS	RATE	TOTAL	ASSIGNMENT
Program Mgr. (LR)	0	2	0.3	\$195.30	\$390.60	JAX
Point of Contact (DK)	0	4	0.5	\$157.50	\$630.00	JAX
Project Manager (CL)	2	32	4.0	\$117.00	\$3,744.00	JAX
Project Manager (WW)	0	2	0.3	\$122.63	\$245.26	JAX
CSX Assistant Project Engineer (JH)	0	4	0.5	\$55.00	\$220.00	JAX
HDR Inspector	3	18	2.3	\$80.00	\$1,440.00	
Total Man Days	3	62	7			
<b>TOTAL - CONSTRUCTION-LABOR</b>					<b>\$6,670</b>	

**SUMMARY OF EXPENSES (NON-LABOR DIRECT COSTS)**

ITEM	UNITS	UNIT COST	COST	ASSIGNMENT	
Mileage (PM & In	5 Round Trips	290 Mileage	\$0.550	\$159.50	JAX
Meals (PM)	5 Days on site	5	\$15.00	\$75.00	JAX
<b>TOTAL EXPENSES</b>				<b>\$235</b>	

**TOTAL ESTIMATED PROJECT FEE: \$7,624**

Estimate No. 115587  
CSX Transportation

New at-grade crossing for William Burgess Blvd. extension. Project includes closure of Harts road crossing at 620 823 E; S-614.11.

Yulee, FL

DOT:

OP: FL1388

CSX Project: FL2009050

Summary

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Material .....	\$ 95,113
Sales Tax .....	\$ 6,658
Labor:	
Construction Labor (130 man-days).....	\$ 34,040
Shop Labor (6 man-days).....	\$ 960
Subsistence (98 man-days).....	\$ 12,740
Railroad Engineering, Preliminary .....	\$ 4,893
Railroad Engineering, Construction .....	\$ 5,106
Additives to Construction Labor .....	\$ 25,064
Additives to Shop Labor .....	\$ 845
Additives to Engineering .....	\$ 3,891
Equipment Expenses (20 work days).....	\$ 13,000
Waste Management (20 work days).....	\$ 480
Contract Engineering .....	\$ 11,222
Freight .....	\$ 6,907
Poleline Removal .....	\$ 0
AC Power Service .....	\$ 2,500
Salvage .....	\$ -1
<hr/>	
TOTAL ESTIMATE COST .....	\$ 223,417

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Date: 06/17/2009

Estimated By: Phillip Hobbs

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

Shop Material List for CSX Project: FL2009050 (Effective: 06/17/2009)  
 New at-grade crossing for William Burgess Blvd.  
 Yulee, FL - \$ 613.31

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-0003386	1	6781.00	1	6781.00	HOUSE 6X6L ALUM INCLUDES 5 SHELFs, FARADAY CLOSET, 240V
020-0017120	1	11.11	6	66.66	BLOCK TERMINAL 12 POST SINGLE STRIP AAR 14.1.6 WITH 1 AAR
020-0017125	1	3.54	6	21.24	BLOCK TERMINAL 2 POST AAR 14.1.8 WITH 1 AAR 14.1.11
020-0018234	1	30.69	1	30.69	CABLE CONVERTER PROTOCOL/MEDIA WAYSIDE ACCESS
020-0021965	1	8.96	1	8.96	EXTRACTOR DWG 59688-4 TERMINAL GRS CAT P3-308 REF
020-0022651	1	41.16	1	41.16	PLUGBOARD KIT TYPE B1 OR ST1 RELAY ASSEMBLY WITH 12 EACH
020-0022701	1	65.00	29	1885.00	ARRESTER LPC 15012-1 0-30V DC OR 0-24V AC RATED AT 15 AMP
020-0025595	1	20.72	1	20.72	WRENCH DWG 55393-3 GR1 "E" TERMINAL POST NUT GRS CAT
020-0053360	1	415.52	3	1246.56	CHARGER BATTERY ELC 12/20 S 20 AMP 10-19.9 VDC ROTARY SW
020-0053510	1	233.11	1	233.11	KIT 240V AC EMERGENCY GENERATOR CABLE AND
020-0055602	1	11.39	1	11.39	RELAY POTTER BRUMFIELD KHAU17D12-12V 160 OHMS
020-0056514	1	9.32	4	37.28	SOCKET RELAY POTTER & BRUMFIELD 27E166 NEWARK
020-0064060	1	16.12	2	32.24	PLATE MOUNTING FOR 2 TYPE KHAU RELAY SOCKETS ON GRS B1
020-0660077	1	597.41	1	597.41	ARRESTER GE 9L10KAC213 FOR 240 VOLT SINGLE PHASE 3 WIRE
020-0770060	1	13.44	8	107.52	ARRESTER US&S N451552-0201 TRACK SERIES RED LABEL USGA
020-0770105	1	22.40	2	44.80	ARRESTER HARMON 202217-000 AGE-1 TRACK AIR GAP EQUALIZER
020-1940055	1	14.22	1	14.22	CONTAINER CIRCUIT PRINT 24" SCHEDULE 20 4" PVC PIPE WITH
020-2503079	1	453.00	2	906.00	MODULE SAFETRAN GROUND FAULT DETECTOR (A80297-2) USED WITH
020-2503090	1	839.79	1	839.79	CONVERTER PROTOCOL/MEDIA WAYSIDE ACCESS GATEWAY (WAG)
020-2503200	1	745.74	1	745.74	KIT SAFETRAN GCP-4000 ILOD PKG. FOR USE WITH SEAR-III
020-2503202	1	1017.33	1	1017.33	KIT SAFETRAN GCP-4000 KEY DOWN PACKAGE ADDS REMOTE KEY
020-2503210	1	13568.63	1	13568.63	PREDICTOR SAFETRAN GCP-4000 2-TRACK DUAL CASE W/RECORDER
020-2901190	1	11.39	3	34.17	RELAY POTTER BRUMFIELD KHAU17A12-120 3900 OHMS
020-3430130	1	313.63	1	313.63	RELAY SAFETRAN 400023 500 OHMS CONTACTS 6FB HEAVY DUTY
020-3652615	1	30.36	1	30.36	RESISTOR ADJUSTABLE 0.340 TO 3.00 OHMS 2.24A 15W SAFETRAN

Shop Material List for CSX Project: FL2009050 (Effective: 06/17/2009)  
New at-grade crossing for William Burgess Blvd.  
Yulee, FL - S 613.31

Catalog Num	Cond	Unit Price	Qty	Cost Description
020-4200100	1	6.04	2	12.08 CONNECTOR BUS 1" CENTERS 1/2" X 36" 18 GAGE PUNCHED 1/4" X
020-4200340	1	1.65	8	13.20 LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200350	1	2.04	13	26.52 LINK TEST ASSEMBLY 2-3/8" CENTERS COMPLETE WITH
020-8000067	1	14.61	2	29.22 LOCK AMERICAN H10SIGRA CSX SIGNAL PADLOCK WITH BLACK
022-8005160	1	601.05	1	601.05 KIT CDMA AND VHF RADIO MATERIAL FOR USE WITH CSX
Total Cost: \$				29,317.68

Field Material List for CSX Project: FL2009050 (Effective: 06/17/2009)  
 New at-grade crossing for William Burgess Blvd.  
 Yulee, FL - S 613.31

Catalog Num	Cond	Unit Price	Qty	Cost	Description
014-8006390	1	40.00	1	40.00	SIGN DOT 4" X 9" ALUMINUM STAMPED WITH DOT NUMBER
020-0013375	1	2.69	8	21.52	BOND FROG LEG (MAIN) RAIL PLUG 10" X 3/16" SINGLE BARE
020-0013475	1	1.96	400	784.00	CONNECTOR TRACK "CHICKEN HEAD" WITH 3/16" BOND STRAND
020-0013908	1	5.43	350	1900.50	CABLE UG COMPOSITE 19 CONDUCTOR INCLUDES 13
020-0014605	1	3199.30	2	6398.60	FOUNDATION CONCRETE GCWD 5' - 10" SECT PRECAST ASSEMBLY
020-0028880	1	15.02	100	1502.00	BIT BONDING DRILL 3/8" COBALT WITH TIN COATING, SPECIAL
020-0052475	1	11.20	4	44.80	ARM EXTENSION 10-1/2" ALUM WITH 3/8" DIAMETER MOUNTING
020-0053065	1	3.45	200	690.00	BOND HEAD OF RAIL TRACK CONNECTOR 3/16" X 6-1/2"
020-0053220	1	1.96	150	294.00	CABLE POWER UG 3 COND NO 6 AWG, SHOW LENGTH ON EACH
020-0053862	1	35.84	2	71.68	INSULATION 0501 SWITCH ROD CSX DWG SS050 FOR 1-1/4" X
020-0053865	1	25.74	2	51.48	INSULATION 05010 8" GAGE PLATE 3 HOLE CSX DWG SS050
020-0054075	1	988.90	2	1977.80	GATE GARD NORMAL MOVEMENT COMPLETE WITH SHEAR PIN AND
020-0055421	1	18.61	2	37.22	BRACKET SIGN 4" OR 5" MAST W/1/2" U-BOLT FOR ALL SIGNS
020-0055424	1	76.17	4	304.68	BRACKET SIGN 10" MAST W/SPLIT BOLTS FOR ALL SIGNS REQUIRING
020-0056662	1	4443.78	2	8887.56	SIGNAL 02285-L GCWD GATE ASSY DWG SS222 INCLS ADJ 19 TO 28
020-0057275	1	0.86	350	301.00	WIRE UG TRACK TWISTED PAIR NO. 6 AWG SOLID CONDUCTOR
020-0068542	1	9088.80	1	9088.80	SIGNAL 023002 GCWD 16 ALUM CANTILEVER FL LT ASSY DWG
020-0068543	1	9119.25	1	9119.25	SIGNAL 023003 GCWD 18 ALUM CANTILEVER FL LT ASSY DWG
020-1040322	1	168.00	30	5040.00	BATTERY SAFT SPL165, 165 AH POCKET PLATE NICKEL CADMIUM
020-1040540	1	31.36	4	125.44	TRAY BATTERY FIBER CO 82687-1-P 12" WIDTH 24" LONG
020-1040550	1	45.92	1	45.92	TRAY BATTERY FIBER CO 82687-3-P 12" WIDTH 38"
020-1150750	1	0.80	500	400.00	BOND STRAND 3/16" DIA 7 STRANDS OF 19 STR EACH 6 WITH
020-1153550	1	2.74	8	21.92	CLIP TRACK WIRE RETAINER UNIVERSAL RAIL BASE WRAP
020-1360014	1	779.59	1	779.59	PACKAGE FOREMANS CARE FOR ALUMINUM TYPICAL BOM FOR USE
020-1360016	1	20.26	1	20.26	PACKAGE SAFETY & SECURMENT WITH 1 EA CAUTION TAG 1 EA

Field Material List for CSX Project: FL2009050 (Effective: 06/17/2009)  
 New at-grade crossing for William Burgess Blvd.  
 Yulee, FL - S 613.31

Catalog Num	Cond	Unit Price	Qty	Cost Description
020-1360103	1	1381.37	1	1381.37 LAYOUT METER SERVICE WITH 25' POLE CSX DWG SS351 SH 2 ITEMS
020-1501690	1	5.16	350	1806.00 CABLE UG 9 COND NO 6 AWG SOLID C CSX SPEC SS796 SHOW
020-2060060	1	532.00	2	1064.00 FOUNDATION CONCRETE SIGNAL 5' - 7" SECTIONAL PRECAST BOLT
020-2503077	1	356.16	1	356.16 BELL SAFETRAN ELECTRONIC BELL AND SENSOR UNIT (A80301-2)
020-3263680	1	0.31	25	7.75 STAPLE COPPERWELD ROLLED POINT 1-3/4" LONG, 3/8"
020-3901895	1	92.68	2	185.36 TIP FLEX HWY CROSSING GATE 24 IN LONG RED & WHITE STRIPES
020-3930010	1	3.70	2	7.40 KIT GATE ARM WARNING STICKER KIT INCLUDES 1-EA 5"X3"
020-4200340	1	1.65	60	99.00 LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200900	1	0.27	10	2.70 CONNECTOR SHEATHING AMP 329860 FOR NO. 14 WIRE
020-4201042	1	0.20	40	8.00 NUT HEX BINDING (RSA NUT) AAR 14.1.11-6 14-24 NS-2 THD CONE
020-4201043	1	0.18	250	45.00 NUT HEX CLAMP (FLAT NUT) AAR 14.1.11-7 14-24 NS-2 THD FLAT
020-4201044	1	0.10	200	20.00 WASHER AAR 14.1.11 ROUND COPPER NICKEL PLATED FOR AAR
020-8006174	1	12.65	2	25.30 SIGN "EMERGENCY NOTIFICATION" CCSX 2719X VANDAL RESISTANT
020-9999991	1	100.00	1	100.00 BLOCKING AND BRACING FOR PROJECTS BURCO DIST
250-0001827	1	13.49	1	13.49 BREAKER CIRCUIT SQ D QO235
360-0006100	1	35.07	1	35.07 STOOL STEP WOOD 14"X 20" SIGNAL MAINTAINERS CSXT
360-0800145	1	4.25	1	4.25 BROOM WAREHOUSE CORN HVY DUTY ID300
<b>Total Cost: \$</b>				<b>53,108.87</b>

Consumables List for CSX Project: FL2009050 (Effective: 06/17/2009)  
 New at-grade crossing for William Burgess Blvd.  
 Yulee, FL - S 613.31

Catalog Num	Cond	Unit Price	Qty	Cost	Description
N/A		500.00	1	500.00	CELLULAR MODEM RAVEN AIR LINK COMMUNICATIONS
N/A		50.00	125	6250.00	FILL MATERIAL, 1 CUBIC YARD
N/A		800.00	1	800.00	WALKWAY ROCK, 10 CUBIC YARDS
013-5000215	1	782.70	4	3130.80	JOINT INSULATED 136RE 20'-0" EPOXY BONDED ASSEMBLED WITH
020-0017605	1	0.24	700	168.00	WIRE CASE 10 AWG FLEX CSX SPEC SS796 OKONITE
020-0017607	1	0.58	1000	580.00	WIRE CASE TW PR NO 10 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017625	1	0.38	300	114.00	WIRE CASE TW PR NO 14 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017630	1	0.12	300	36.00	WIRE CASE NO 16 AWG FLEX CSX SPEC SS796 FURN 1000 FT SPOOL
020-0017635	1	0.80	150	120.00	WIRE SIGNAL DEL 01B NO 6 COPPER STRANDED SINGLE
020-0028610	1	0.22	150	33.00	TERMINAL RING AMP 35628 YELLOW PLASTI-BOND HVY DUTY
020-1710045	1	3.13	250	782.50	CONDUIT SDR 13.5 4" POLYETHYLENE TRENCHLESS
020-3261960	1	18.82	2	37.64	DECAL (DO NOT ORDER, CALL SIGNAL SHOP) ASSY 5" BLACK
020-3261970	1	9.41	2	18.82	DECAL ASSY 2" BLACK PRESSURE SENSITIVE VINYL PRE-MASKED
020-4200880	1	0.53	2	1.06	CONNECTOR TERMINAL 2-3/8" CENTERS AAR 14.1.15-4 NICKEL
020-4200892	1	0.54	40	21.60	CONNECTOR TERMINAL 1" CENTERS AAR 14.1.15-3 NICKEL PLATED
020-4251190	1	0.13	120	15.60	TERMINAL RING AMP 35627 BLACK PLASTI-BOND WIRE SIZE 10-12
020-4251290	1	0.49	40	19.60	TERMINAL WIRE AMP 322051 BLUE WIRE SIZE NO 6 AWG 1/4" STUD
020-4251295	1	0.71	8	5.68	TERMINAL WIRE AMP 322007 BLUE WIRE SIZE NO 6 AWG 3/8" STUD
020-9999992	1	50.00	1	50.00	HOUSE, SIGNAL HANDLING CHARGE, BURCO DISTRIBUTION
450-0019212	1	0.02	100	2.00	SCREW 10 X 1" SHT METAL PAN HD TYPE A COARSE THREAD
<b>Total Cost: \$</b>				<b>12,686.3</b>	

EXHIBIT E  
PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT the sum of **\$553,967.00** which is equal to the Reimbursable Expenses, as shown by the Estimate. 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 30 days following delivery of such invoice to Agency.

EXHIBIT F  
INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
  - b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.
  - d. Name and Address of Contractor and Agency must be shown on the Declarations page.
  - e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.

- f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
- g. Authorized endorsements may include:
  - (i). Broad Form Nuclear Exclusion - IL 00 21
  - (ii) 30-day Advance Notice of Non-renewal or cancellation
  - (iii) Required State Cancellation Endorsement
  - (iv) Quick Reference or Index - CL/IL 240
- h. Authorized endorsements may not include:
  - (i) A Pollution Exclusion Endorsement except CG 28 31
  - (ii) A Punitive or Exemplary Damages Exclusion
  - (iii) A "Common Policy Conditions" Endorsement
  - (iv) Any endorsement that is not named in Section 4 (f) or (g) above.
  - (v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

## II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Donna G. Melton  
Risk Manager, Planning & Analysis  
CSX Transportation, Inc.  
500 Water Street – C907  
Jacksonville, FL 32202  
904-359-1247 (Phone)  
904-245-3506 (Fax)

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_, between City of Plant City and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CSXT Schedule PA  
(Advance Payment -- Construction Agreement)

PAYMENT SUBMISSION FORM

PROJECT INFORMATION

CSX OP No.: FL 1388

Description: Install new conc. at-grade crossing surface & signals @ Wm. Burgess Blvd. extension & closure of Harts Road, MP S613.40, DOT 928 625P

\*\*\*\*\*  
Payment is hereby provided in accordance with the terms of Section 4.3 Payment Terms of the Agreement dated \_\_\_\_\_, 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

\*\*\*\*\*  
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: \_\_\_\_\_

By: \_\_\_\_\_

Please send copy of form and check to:

CSX Transportation  
Mr. Hal Gibson Jr.  
Principal Engineer -- Public Projects  
500 Water Street, J-301  
Jacksonville, FL 32202

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_