<u>19-12-230</u>

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

725-090-28 RAIL OGC - 09/12

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43147215701	CR 115	NASSAU	2(74570-2151)	RHH-00S2-050J

THIS AGREEMENT, made and entered into this 24th day of June , 2013 .

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the

DEPARTMENT, and CSX TRANSPORTATION, INC., a corporation of VIRGINIA

with its principal place of business in the City of JACKSONVILLE

County of	DUVAL		_, State of	FLORIDA	 ,
hereinafter	called the COMPANY; and	NASSAU COUNTY			

a political subdivision of the State of Florida, hereinafter called the COUNTY.

## WITNESSETH:

	WHEREAS, the DEPARTMENT is constructing,	reconstructing or othe	otherwise changing a portion of the Publ		
Roa	ad System, designated by the DEPARTMENT as Fin	ancial Project Number	4314721	5701	
on	CR 115	., \	which crosses	s at grade the rig	ht of way and
trac	ks of the COMPANY'S Milepost A 623.56			·····	;
FDC	DT/AAR Crossing Number 620740R	, at or near_C/	ALLAHAN		1
as s	hown on DEPARTMENT'S Plan Sheet No.1	, atta	ched hereto	as a part hereof;	; and

WHEREAS, the work contemplated hereunder is subject to the provisions of the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I, as amended, and Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, as amended, and DEPARTMENT'S Rule 14-57.011 Florida Administrative Code, as amended; and

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

A. The COMPANY shall:

1. Install by its own forces, with supervision and approval of the DEPARTMENT, at an estimated cost of \$ 242,000.00 , itemization of which is attached hereto, automatic railroad grade crossing traffic control devices hereinafter called "Devices", at said location, in accordance with (1) the attached detailed statement of the work, plans and specifications; (2) the DEPARTMENT'S Plans and Standards Index Number 17882; and (3) Federal-Aid Policy Guides mentioned above, and Rule 14-57.011, all of which by reference are made a part hereof. 2. Provide protective services in accordance with U.S. Department of Transportation Manual on Uniform Traffic Control Devices during the performance of the work, as indicated in the attached plans and specifications, the cost of which is included in the attached cost estimate.

3. Render the DEPARTMENT a final bill, in accordance with applicable Federal or State regulations, within one hundred eighty (180) days from the completion date of the project, for all actual reimbursable identified charges including credits for salvage or betterments, if any, attributable to the project; and itemize all substantial charges in a form comparable to the charges contained in the cost estimate.

4. Operate and maintain said devices and perform any adjustment, relocation or replacement of said devices; the cost therefore shall be assumed or apportioned in accordance with Paragraph C. below.

B. The DEPARTMENT shall:

1. Promptly reimburse the COMPANY for all actual costs attributable to the project as detailed in this agreement, pursuant to Paragraph A.1., as billed by the COMPANY, pursuant to Paragraph A.3.

 Payment shall be made only after receipt and approval of goods and services in accordance with Section 215.422(14), Florida Statutes.

C. The PARTIES agree:

1. That fifty percent (50%) of the cost for the operation and maintenance of the devices by the COMPANY shall be borne by the COUNTY and fifty percent (50%) shall be borne by the COMPANY, in accordance with the attached Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices, subject to future revision.

2. That the cost of any adjustment, relocation or replacement of said devices shall be assumed by the party initiating such action, unless otherwise provided for in this contract, existing contracts between the parties, or in existing contracts between one of the parties and third party. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the MUTCD within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

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

officers, agents, or employees.

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Nassau County

4. That any provision contained in any existing contract relating to said crossing, whether between the parties hereto and/or third parties, shall be, and does, remain in full force and effect, except at otherwise provided herein.

5. That the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph C.1. above.

6. In accordance with Section 287.058, Florida Statutes, the following information is provided:

If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

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

8. In accordance with Section 215.422, Florida Statutes, the following information is provided:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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

10.

In accordance Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this

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

11. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included

in this agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

12. The Department's obligation to pay under this contract is contingent upon an annual appropriation

by the Florida Legislature, in accordance with Section 287.0582, Florida Statutes.

13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon

an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur and liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the service to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for any amount in excess of 25,000 dollars and which have a term for a period of more than 1 year.

14. It is understood and agreed that this agreement shall not be binding until it has been authorized

or ratified by a proper ordinance or resolution of the County Commission of the COUNTY of NASSAU

Florida, a certified copy of which ordinance or resolution is attached hereto and made a part hereof.

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

16. The COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

17. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

19. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

20. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

21. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY: 6/24/13 (TITLE: DISTRICT SECRETARY ٦ CSX TRANSPORTATION, INC. BY: ASITS: Dale W. Assistant Vice President - Engineering Ophardt -COUNTY, FLORIDA NASSAU BY: (TITLÉ: CHAIRMAN, C UNTY COMMISSIONERS ) Approved as to Funds Approved as to FHPG Legal Review Available Requirements Seg BY: hed ΒŶ BY: EXEMPT 92013 Dated Date **Comptroller - DOT** Date Attorney - DOT **FHWA** 

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PFIL

725-090-55

RAIL

10/98

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY RESOLUTION

## GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43147215701	CR 115	NASSAU	2(74570-2151)	RHH-00S2-050J

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

RESOLUTION NO. 2013-81

ON MOTION OF Commissioner <u>Walter J. Boatright</u>	
seconded by Commissioner Barry V. Holloway	, the following
RESOLUTION was adopted:	•
WHEREAS, the State of Florida Department of Transportation is constru	ucting, reconstructing or otherwise changing
a portion of the Public Road System, on CR 115	· · · · · · · · · · · · · · · · · · ·
	- to a sector best and from a floor a bound of

which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF <u>NASSAU</u> COUNTY, FLORIDA;

That Nassau	County enter into a	RAILROAD REIMBURSEMENT AGREEMENT with the
State of Florida Department of Transpo	ortation and the CSX Tr	ansportation, Inc.
Company for the installation and maint	enance of certain grade	crossing traffic control devices designated as Financial Project
Number 43147215701 0	n <u>CR 115</u>	which crosses the right of way and tracks of the
Company at FDOT/AAR Crossing No. Florida; and	620740R	located near Callahan,

That the County assume it's share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and the CSX Transportation, Inc.

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board of County Commissioners of Nassau

County, Florida, in regular session this <u>10th</u> day of <u>June</u> , <u>2013</u> .	
URBAN TRANSPORTATION DEVELOPMENT	
RECEIVED	
JUN 1 8 2013 JUN 1 8 2013	
URBON PLANNING & DEVELOPMENT	ommissioners
MODER DEVELOPMENT NY	
ATTEST: (Journe (SEAL) & CERTIFIED TRUE	COPY
Clerk of the Board of County Commissioners	+ Allio Clork
By 7 Mine Board of Commissioners	County Comm.
O Nassau County, Florida	

#### TO: PT227DW@dot.state.fl.us 10473688 SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT AR298

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

Contract #AR298 Contract Type: Method of Procurement: Vendor Name: CSX TRANSPORTATI Vendor ID: VF546000720002 Beginning date of this Agmt: 06/19/13 Ending date of this Agmt: 09/30/16

 ORG-CODE
 \*EO
 \*OBJECT \*AMOUNT
 \*FIN PROJECT \*FCT \*CFDA

 (FISCAL YEAR)
 \*BUDGET ENTITY
 \*CATEGORY/CAT YEAR

 AMENDMENT ID
 \*SEQ.
 \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS

Action: LOA Funds have been: APPROVED

55 022020227 \*PT \*563014 \* 242000.00 \*43147215701 \*127 \* 2013 \*55100100 \*088808/13 W001 \*00 \* AGR1 \*0001/04 TOTAL AMOUNT: \*\$ 242,000.00 \*

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER

DATE: 06/19/2013

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

725-090-41 RAIL OGC - 03/12

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43147215701	CR 115	NASSAU	2(74570-2151)	RHH-00S2-050J
COMPANY NAME: <u>CS</u>	K TRANSPORTATION, INC.			
A. FDOT/AAR XING NO.: 6	20740R	RR M	MILE POST TIE: A 623.5	6
B. TYPE SIGNALS PROPOS	SED <u>III</u>	CLASS		: 17882

## SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

## Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
1	Flashing Signals - One Track	\$2,256.00
11	Flashing Signals - Multiple Tracks	\$2,985.00
111	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00
V	3 or 4 Quadrant Flashing Signals and Gates - One Track	\$6,726.00
VI	3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks	\$8,442.00

## AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE:	July 22, 1982
GENERAL AUTHORITY:	334.044, F.S.
SPECIFIC LAW IMPLEMENTED:	335.141, F.S.

\*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

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

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725-090-09 RAIL 05/02

43147215701       CR 115       NASSAU       2(74570-2151)       RHH-0053         RAILROAD COMPANY         CSX TRANSPORTATION, INC,         A.       JOB DESCRIPTION & LOCATION:       INSTALL NEW FL & GATE/ONE PED GATE ON CR 115         3.       TYPE OF ROADWAY FACILITY:       3 LANES UNDIVIDED         2.       FDDT/ARX XING NO.: 620740R       RR MILE POST TIE: A 623.66         3.       TYPE CROSSING PROPOSED:       II       CLASS:         4.       DOT INDEX NO.: 17882       II       DOT INDEX NO.: 17882         5.       STATUS AND PROPOSAL:       (See Agreement dated NONE)       )         a.       None-New Crossing.       (See Agreement dates.       )         b.       Crossbuck and Disk.       (See Agreement dates.)       )         c.       Flashing Signals with Cantilever.       (Safety Index Rating 134)       )         a.       No revision required.       (Safety Index Rating 134)       )         a.       Nor revision required.       (Safety Index Ra	FIN	ANCIAL PROJECT NO.	ROAD NAME	OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBI	R FAP NUMBER
CSX TRANSPORTATION, INC.         JOB DESCRIPTION & LOCATION: INSTALL NEW FL & GATE/ONE PED GATE ON CR 115         TYPE OF ROADWAY FACILITY: 3 LANES UNDIVIDED         FDOTAAR XING NO.: 620740R         RR MILE POST TIE: A 623.56         TYPE CROSSING PROPOSED: III         CLASS: III         DOT INDEX NO.: 17682         STATUS AND PROPOSAL:         1. EXISTING DEVICES: (See Agreement dated NONE)         a       None-New Crossing.         b.       Crossbuck and Disk.         c.       Flashing Signals with Disk.         d.       Flashing Signals with Cantilever.         e.       XX Flashing Signals with Cantilever and Gates.         f.       Flashing Signals with Cantilever.         e.       XX Flashing Signals with Cantilever.         a.       No revision required.         b.       Crossbuck and Disk.         c.       Flashing Signals with Cantilever.         e.       XX Flashing Signals with Cantilever.         e.       XX Flashing Signals with Gates.         f.       Flashing Signals with Gates.         g.       Relocate existing Signals with Cantilever and Gates.         g.       Relocate existing Signals with Cantileve		43147215701	CF	115	NASSAU	2(74570-2151)	RHH-00S2-050.
JOB DESCRIPTION & LOCATION:       INSTALL NEW FL & GATE/ONE PED GATE ON CR 115         TYPE OF ROADWAY FACILITY:       3 LANES UNDIVIDED         FDOT/AAR XING NO:       620740R         RR MILE POST TIE:       A 623.56         TYPE CROSSING PROPOSED:       II         CLASS:       III       DOT INDEX NO.:         1       EXISTING DEVICES:       (See Agreement dated NONE))         a.       None-New Crossing.         b.       Crossbuck and Disk.         c.       Flashing Signals with Dates.         f.       Flashing Signals with Cantilever.         e.       XX         Flashing Signals with Cantilever and Gates.         f.       Flashing Signals with Cantilever.         e.       XX         e.       XX         Flashing Signals with Cantilever.         e.       Flashing Signals with Cantilever.         e.       Flashing Signals with Cantilever.         e.       XX         flashing Signals with Cantilever.				RAILRO	DAD COMPANY		
TYPE OF ROADWAY FACILITY:       3 LANES UNDIVIDED         FDOT/AAR XING NO.: 620740R       RR MILE POST TIE: A 623.56         TYPE CROSSING PROPOSED: III       CLASS: III       DOT INDEX NO.: 17882         STATUS AND PROPOSAL:       .       .         1. EXISTING DEVICES:       (See Agreement dated NONE)       .         a. None-New Crossing.       .       .         b. Crossbuck and Disk.       .       .         c. Flashing Signals with Disk.       .       .         d. Flashing Signals with Cantilever.       .       .         e. XX Flashing Signals with Cantilever and Gates.       .       .         2. PROPOSED DEVICES:       (Safety Index Rating 134)       .         a. No revision required.       .       .       .         b. Crossbuck and Disk.       .       .       .         c. Flashing Signals with Cantilever and Gates.       .       .       .         g. Relocate existing Signal with Cantilever.       .       .       .       .         d. Flashing Signals with Cantilever and Gates.       .       .       .       .       .         g. Relocate existing signal devices:       (1) (With-Without) addition of Gates.       .       .       .       .       .         1.				CSX TRANS	SPORTATION, IN	С.	
FDOT/AAR XING NO.: 620740R       RR MILE POST TIE: A 623.56         TYPE CROSSING PROPOSED: III       CLASS: III       DOT INDEX NO.: 17882         STATUS AND PROPOSAL:       .       ID TINDEX NO.: 17882         I. EXISTING DEVICES:       (See Agreement dated NONE)       )         a.       None-New Crossing.       )         b.       Crossbuck and Disk.       )         c.       Flashing Signals with Cantilever.       )         e.       XX Flashing Signals with Cantilever and Gates.         f.       Flashing Signals with Cantilever and Gates.         g.       No revision required.         b.       Crossbuck and Disk.         c.       Flashing Signals with Cantilever and Gates.         g.       PROPOSED DEVICES:       (Safety Index Rating 134 )         a.       No revision required.         b.       Crossbuck and Disk.         c.       Flashing Signals with Cantilever.         e.       XX Flashing Signals with Cantilever and Gates.         g.       Relocate existing signal devices:         (1)       (With-Without) synchronization with highway traffic signals.         (2)       (With-Without) synchronization with highway traffic signals.         (3)       (With-Without) synchronization with highway traffic signals. </td <td>i</td> <td>JOB DESCRIPTION &amp;</td> <td>LOCATION:</td> <td>INSTALL NEW</td> <td>/ FL &amp; GATE/ONE</td> <td>E PED GATE ON CR 115</td> <td></td>	i	JOB DESCRIPTION &	LOCATION:	INSTALL NEW	/ FL & GATE/ONE	E PED GATE ON CR 115	
TYPE CROSSING PROPOSED: III       CLASS: III       DOT INDEX NO.: 17882         STATUS AND PROPOSAL:       I. EXISTING DEVICES: (See Agreement dated NONE)       )         a.       None-New Crossing.       )         b.       Crossbuck and Disk.       )         c.       Flashing Signals with Disk.       )         d.       Flashing Signals with Otantilever.       )         e.       XX       Flashing Signals with Gates.         f.       Flashing Signals with Cantilever and Gates.         2.       PROPOSED DEVICES: (Safety Index Rating 134 )         a.       No revision required.         b.       Crossbuck and Disk.         c.       Flashing Signals with Cantilever.         e.       XX         Flashing Signals with Cantilever.         e.       XX         e.       XX         flashing Signals with Cantilever.         e.       XX         flashing Signals with Cantilever and Gates.         g.       Releate existing signal devices:         (1)       (With-Without) addition of Gates.         (2)       (With-Without) synchronization with highway traffic signals.         (3)       (With-Without) constant warning time.         COMMUNICATION AND/OR POWER LINE ADJUSTMENT	•	TYPE OF ROADWAY F	ACILITY:	3 LANES UND	IVIDED		
STATUS AND PROPOSAL:         1. EXISTING DEVICES:       (See Agreement dated NONE )         a.       None-New Crossing.         b.       Crossbuck and Disk.         c.       Flashing Signals with Disk.         d.       Flashing Signals with Cantilever.         e.       XX         Flashing Signals with Cantilever and Gates.         f.       Flashing Signals with Cantilever and Gates.         2. PROPOSED DEVICES:       (Safety Index Rating 134 )         a.       No revision required.         b.       Crossbuck and Disk.         c.       Flashing Signals and Disk.         c.       Flashing Signals with Cantilever.         e.       XX         Flashing Signals with Cantilever and Gates.         g.       Relecate existing Signal devices:         (1)       (With-Without) addition of Gates.         (2)       (With-Without) constant warning time.         COMMUNICATION AND/OR POWER LINE ADJUSTMENTS       Company.)         1.       N/A By Others (       Company.)         2.       By Railroad Company.       )         3.       Corossing Permit.       )         4.       Estimate for Change Order No.       )		FDOT/AAR XING NO.:	620740R		RR MILE PO	DST TIE: A 623.56	
1. EXISTING DEVICES:       (See Agreement dated NONE)         a.       None-New Crossing.         b.       Crossbuck and Disk.         c.       Flashing Signals with Disk.         d.       Flashing Signals with Disk.         d.       Flashing Signals with Cantilever.         e.       XX         Flashing Signals with Cantilever and Gates.         2. PROPOSED DEVICES:       (Safety Index Rating 134 )         a.       No revision required.         b.       Crossbuck and Disk.         c.       Flashing Signals with Cantilever and Gates.         c.       Flashing Signals with Cantilever.         e.       XX         Flashing Signals with Cantilever.         (a)       Constant warning time.         (2)       (With-Without) addition of Gates.         (2)       (With-Without) constant warning time. <td></td> <td>TYPE CROSSING PRO</td> <td>POSED: III</td> <td>C</td> <td>LASS: III</td> <td>DOT INDEX NO.: 1788</td> <td>2</td>		TYPE CROSSING PRO	POSED: III	C	LASS: III	DOT INDEX NO.: 1788	2
a.       None-New Crossing.         b.       Crossbuck and Disk.         c.       Flashing Signals with Disk.         d.       Flashing Signals with Cantilever.         e.       XX         Flashing Signals with Gates.         f.       Flashing Signals with Cantilever and Gates.         2.       PROPOSED DEVICES:       (Safety Index Rating 134 )         a.       No revision required.         b.       Crossbuck and Disk.         c.       Flashing Signals with Cantilever.         e.       XX       Flashing Signals with Cantilever.         g.       Relocate existing signal devices:       (1)         (With-Without) synchronization with highway traffic signals.       (3)         (3)       (With-Without) constant warning time.         COMMUNICATION AND/OR POWER LINE ADJUSTMENTS       1.         1.		STATUS AND PROPOS	SAL:				
b.       Crossbuck and Disk.         c.       Flashing Signals with Cantilever.         e.       XX         Flashing Signals with Cantilever and Gates.         f.       Flashing Signals with Cantilever and Gates.         2.       PROPOSED DEVICES:         (Safety Index Rating 134)         a.       No revision required.         b.       Crossbuck and Disk.         c.       Flashing Signals and Disk.         c.       Flashing Signals with Cantilever.         e.       XX         Flashing Signals with Cantilever.         e.       XX         Flashing Signals with Cantilever.         e.       XX         Flashing Signals with Cantilever and Gates.         g.       Relocate existing signal devices:         (1)       (With-Without) addition of Gates.         (2)       (With-Without) addition of Gates.         (3)       (With-Without) constant warning time.         COMMUNICATION AND/OR POWER LINE ADJUSTMENTS         1.       N/A By Others (       Company.)         2.       By Railroad Company.       Company.)         1.       XX Agreement (Third Party Participating NASSAU COUNTY       )         2.       Supplemental Agreement No.       <		1. EXISTING DEVICES	;	(See Agre	eement dated NC	) NE	
(3)		b. Crossbu c. Flashing d. Flashing e. XX Flashing f. Flashing f. Flashing 2. PROPOSED DEVICI a. No revis b. Crossbu c. Flashing d. Flashing f. Flashing g. Relocate (1)	ck and Disk. Signals with D Signals with C Signals with C Signals with C ES: ck and Disk. Signals and D Signals with C Signals with C Signals with C a existing signa	cantilever. cantilever and G (Safety In Isk. cantilever. cantilever and G antilever and G antilever and G antilever and G autilever and G autilever and G	dex Rating <u>134</u> ates. Gates.	)	
1.       N/A       By Others (       Company.)         2.      By Railroad Company.       Company.)         3.		· · · · · · · · · · · · · · · · · · ·	`	•		raffic signals.	
2.       By Railroad Company.         AUTHORITY REQUESTED:       (Draft attached: ⊠ Yes □ No.)         1.       XX Agreement (Third Party Participating NASSAU COUNTY )         2.       Supplemental Agreement No.         3.       Crossing Permit.         4.       Estimate for Change Order No.			D/OR POWER	LINE ADJUSTM	IENTS		
AUTHORITY REQUESTED: (Draft attached: X Yes No.) 1. XX Agreement (Third Party Participating NASSAU COUNTY ) 2. Supplemental Agreement No. 3. Crossing Permit. 4. Estimate for Change Order No.			Camponi		·····		Company.)
1.       XX       Agreement (Third Party Participating NASSAU COUNTY       )         2.       Supplemental Agreement No.       )         3.       Crossing Permit.         4.       Estimate for Change Order No.			Company,			,	
6. Letter of Confirmation (No Cost to Department).		1.     XX     Agreement       2.     Supplement       3.     Crossing Pe       4.     Estimate for       5.     Letter of Aut	Third Party Pa al Agreement N rmit. Change Orden hority.	10	···	(Draft attached: ⊠ Yes	□ No.) )
OTHER REMARKS:		OTHER REMARKS:					
		Negotiations to be comp Signal installation target Synchronization: (Draft	date:	PRIL, 2013 Yes 🛛 No.)			•

# 620740-R CR 115/Old Dixie Highway Callahan Existing: FL&G CSX Transportation Nassau County

Team Recommendations: Remove flashing lights and gates and install (2) new flashing lights and gates, (1) pedestrian flashing light and gate in the NE Quadrant, (2) PMD3R's, new railroad signal cabinet, cable, and meter service pole.

Candidate FP#	Original Estimate	10%	Inflationary Factor	Total Programmed
	-	Contingency	1.067	Estimate(Rounded to
	·		For FY 2013	nearest thousand)
431472-1-57-01	\$217,233.00	\$21,723.30	\$2,317.87	\$242,000.00

## GENERIC INSTALLATION ESTIMATE GRADE CROSSING TRAFFIC CONTROL DEVICES

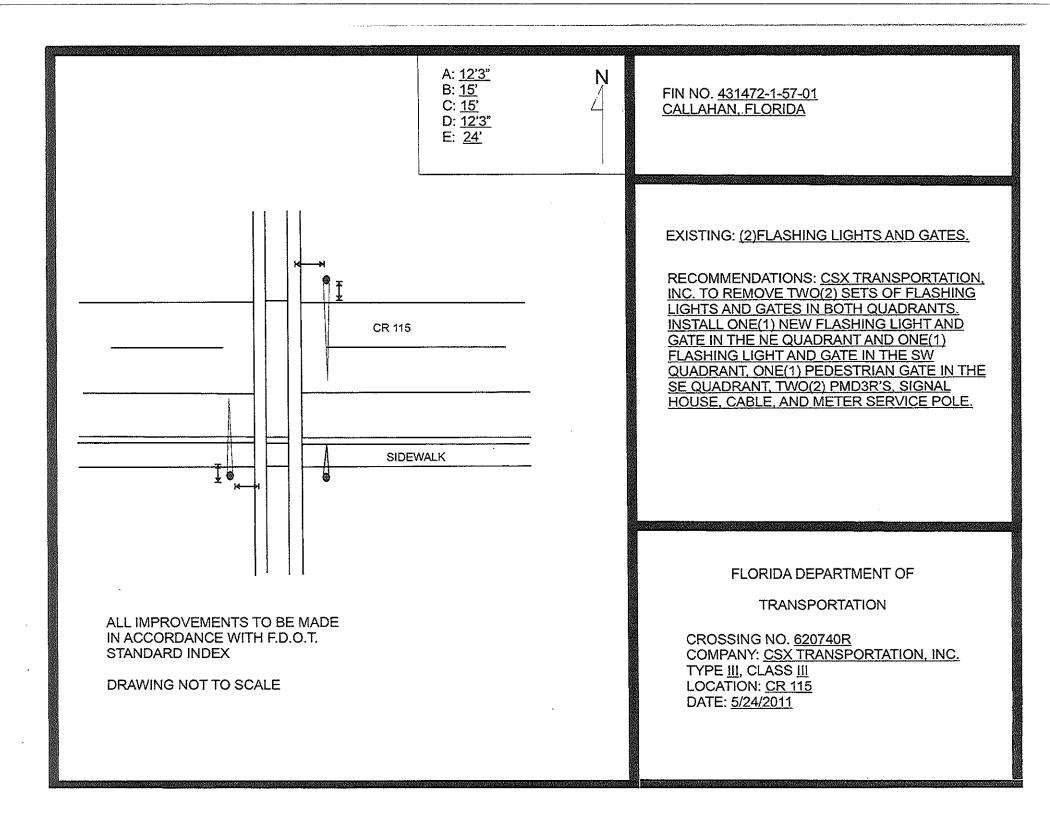
To: Flo	orida Dept. of Transportation	For: Type 3,	Class 3			
DOT Project No.:		New Installation: X	Modification:	lification:		
Location: Callahan		County: Nassau		State:	Florid	a
Road Juri	sdiction:	Road Name: CR115 (Old Dix	ie Highway)			
DOT CRO	OSSING #: 620740R	RR MP: A-623.56		-		
I.	Preliminary Engineering:	Company Forces	Contract	х	\$	4,755
11.	Contract Engineering:	Company Forces	Contract	х	\$	11,700
111.	Construction Engineering:	Company Forces X	Contract		\$	3,810
IV.	Material:					
	Shop Material (House and Predictor/	Motion Unit)	\$	34,145		
	Field Material (Warning Devices and			48,000	•	
	Material Transportation (Freight)		\$	4,700		
	Material Sales Tax		\$	5,750		
	AC Power Sevice		\$	2,500	-	
	Additional Item.		\$	0	-	
				•••	\$	95,095
٧.	Equipment:					
	Company Owned		\$		-	
	Rental		\$	13,000	-	
			• • • • • • • • • • • • • • •		\$	13,600
VI.	Labor:					
	Construction Labor		\$	25,399	•	
	Shop Labor		\$	1,260		
	Additives to Construction Labor		\$	23,098		
	Additives to Shop Labor		\$	1,092	•	
	Meals and Lodging (Substinence)			13,130	-	
	Total Labor	•••••••••••••••••••••••••••••••••••••••			\$	63,980
			Sub-Total	• • • • • • •	\$	192,939
VII.	Miscellaneous Items:					
			-	• • • • • • •	\$	19,294
	Administrative			••••	\$	5,000
	Costs of additional Ped Gate included	]		••••	\$	
				• • • • • • • •	\$	
VIII.	Total Estimated Cost By: Patrick La	-			\$	217,233

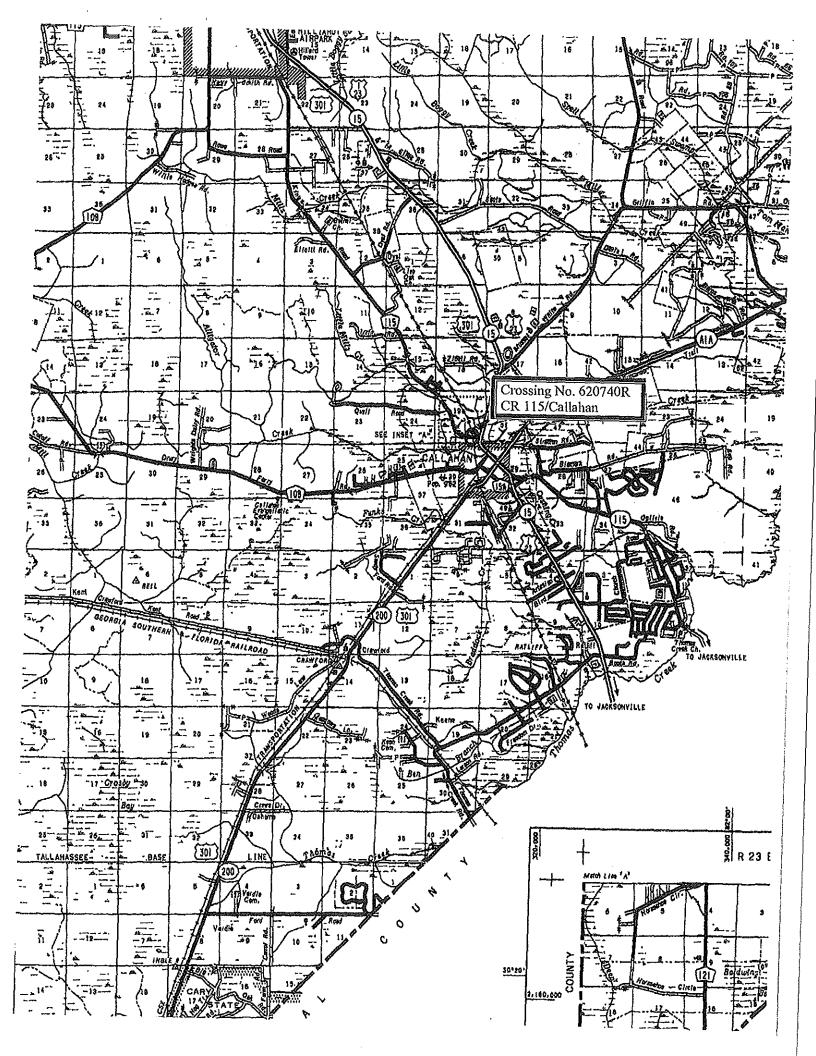
IX. Submitted By: CSX Transportation

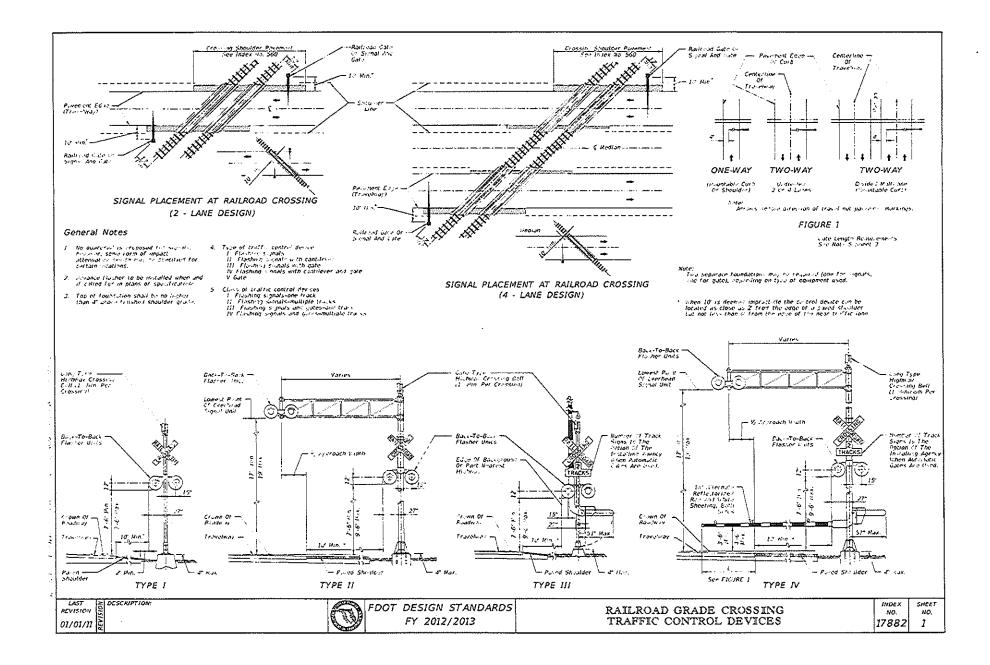
•

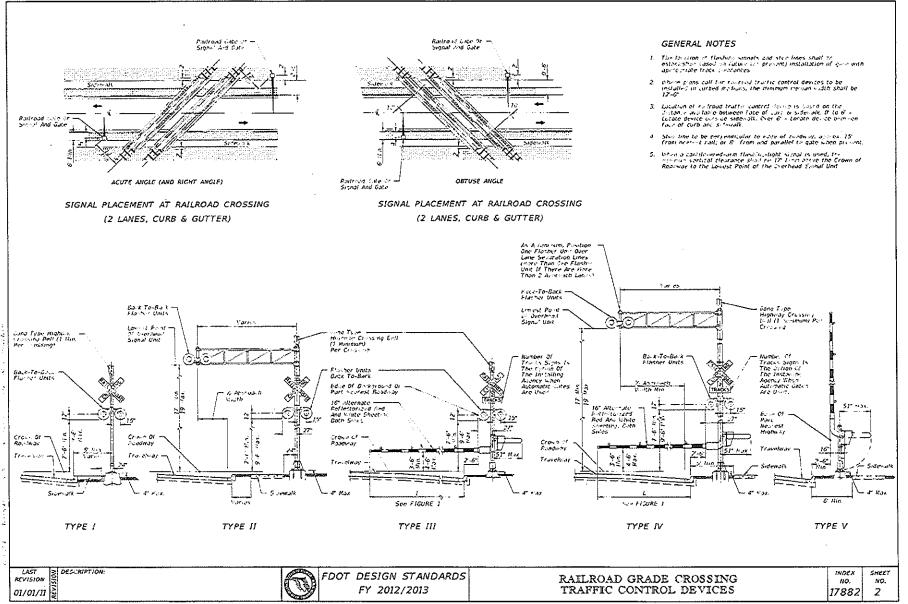
This generic estimate shall not be used in negotiations or as an exhibit in construction and maintenance agreements which do not provide for billing of

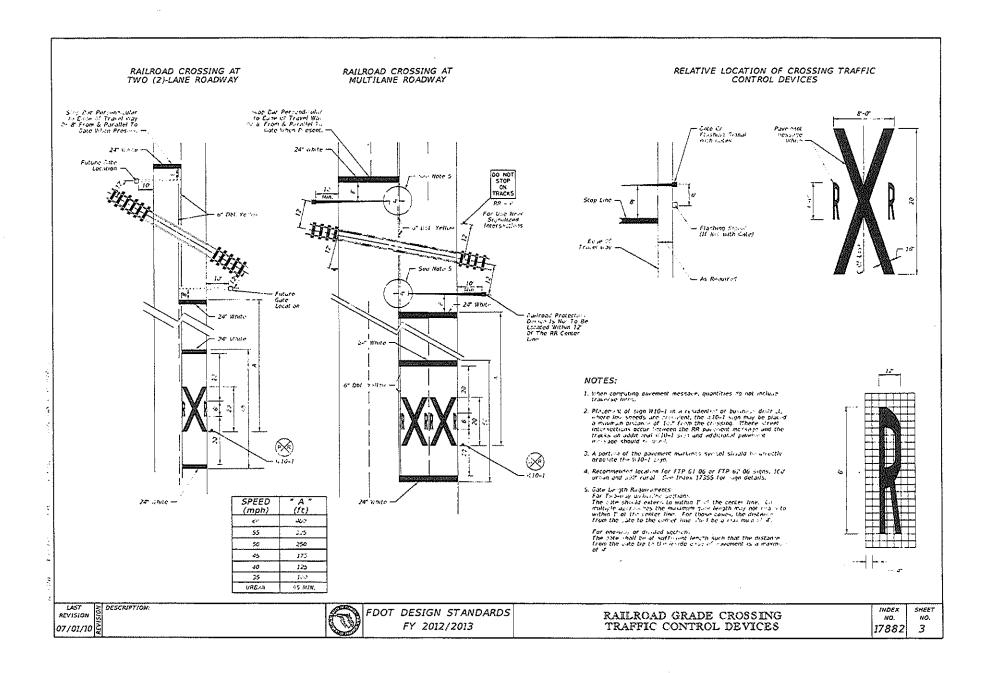
actual costs. This estimate is not valid for lump sum projects.











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