STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS COUNTY RESOLUTION GRADE CROSSING PROTECTIVE DEVICES AND FUTURE RESPONSIBILITY

FORM 722-72

P...GE 1 OF 1

1-72

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	FAPNO.
74	520	690 1	S-108	Nassau	4(2151)	RRS-000S(23)

A RESOLUTION AUTHORIZING EXECUTION OF A RAHLROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING PROTECTIVE DEVICES, AND FUTURE MAINTENANCE AND ADJUST-MENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SITALL TAKE EFFECT.

RESOLUTION NO. 25 ON MOTION OF Commissioner _ _, seconded by Commissioner tank, the following RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the State Highway System, Betweed _______ on S.R. S-103 ________, which shall call for the installation and maintenance of railroad grade crossing protective devices for railroad grade crossings over or near said highway,

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

That <u>'lassau</u> County enter into a RAILROAD REIMBURSEMENT AGREE. MENT with the Sate of Florida Department of Transportation and the <u>SCLR/R</u> Company for the installation and maintenance of certain grade crossing protective devices designated as Job No. <u>74520-6901</u> on <u>S-103</u> which crosses the right of way and tracks of the Company at a point <u>2482</u> feet <u>South</u> from the Company's Mile Post <u>607.50</u>, at or near <u>Gross</u>, Florida; and,

That the County agrees to participate in the cost of installation as enumerated in Paragraph <u>14</u> and assume it's share in the cost of future maintenance and adjustment of said grade crossing protective devices as designated in Paragraph 10 of the RAILROAD REIMBURSEMENT AGREEMENT; and,

That the Ghairman and Clerk of the Board of County Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and the $\underline{SCLR/R}$ Company as herein described; and,

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by t	by Pearl of County	Commissioners of Hassau	
INTRODUCED AND TASSED BY C		Commissioners of	
County, Florida, in regular session, this	-F2 day of	Manh, 197 6.	
doutiny, 1 / crim, 11 / 5			

onmissioners



Division of Road Operations

September 1, 1976

Mr. T. B. Hutcheson, Asst. Vice President Seaboard Coast Line Railroad Company 500 Water Street Jacksonville, Florida 32202

Dear Sir:

Section 74520-6901, State Road S-108 Nassau County, Parcel 4 (R/W 2151) Crossing Number: 620796-K FAP No.: RRS-000S(23) SCL M.P.: S-607.50

We are enclosing one (1) fully executed agreement dated September 1, 1976 involving your Company and covering the installation of grade crossing warning devices estimated at \$28,250.00.

The enclosed documents have been approved by the Department and you may consider this notice as your authorization to proceed with the work under the direction of our District Engineer. Please extend advance notification of work by Railroad forces to our District Utility Engineer.

The work under this contract shall be performed in accordance with the provisions of the Federal Highway Administration's Federal-Aid Program Manual Volume 1, Chapter 4, Section 3, and/or Volume 6, Chapter 6, Section 2, as required. This authorization is retroactive to the date of the Division Administrator's approval.

Sincerely yours,

E. M. Salley, P. E. / State Utility Engineer

EMS/ceb

Enclosure

Mr. Richard L. King, Nassau County Engineer, w/l agreement copy Mr. R. D. Liggett, Chief Engineer Communication and Signals Mr. W. H. Skinner, District Engineer Attention: District Utility Engineer, w/2 Agreement copies Comptroller, w/l Agreement copy Federal Aid Programs Manager Division Administrator, FHWA FORM 722-39

PAGE 1 OF 5

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING PROTECTIVE DEVICES AND FUTURE RESPONSIBILITY (County)

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	FAPNO,
74	520	6901	S-103	lassau	4 (2151)	RRS-0005(23)

THIS AGREEMENT, made a	nd entered into this	ST day	of September,
197_{6} , by and between the S	STATE OF FLORIDA	DEPARTMENT OF	F TRANSPORTATION, a
component agency of the State <u>SEABOARD COAST LIVE RAILS</u>			
a corporation organized and exi	sting under the laws	of <u>Virginia</u>	,
with its principal place of busin	•	· · · · · · · · · · · · · · · · · · ·	
County of <u>Ouval</u>	, State of	Florida	, hereinafter called
the COMPANY; and <u>Hassau</u>	Count	y, a political subdivis	sion of the State of Florida,
acting by and through its Board of	County Commissioner	s, hereinafter called th	he COUNTY.

WITNESSETH:

WHEREAS, THE DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the State Highway System, designated by the DEPARTMENT as Job No. 74520.6301, between on S.R. and S.J. which crosses at grade the right of way and track(s) of the COMPANY at a point 2482 feet <u>South</u> from the COMPANY'S Mile Post ________, Florida as shown on DEPARTMENT'S Plan Sheet No. ________ attached hereto as a part hereof,

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

1. The COMPANY shall furnish the necessary materials and install automatic grade crossing signals and/or other protective devices at said location on an actual cost basis, and in accordance with the DEPARTMENT'S Plans and Standard Index Number 1467 attached hereto and by reference made a part hereof.

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

- (a) DEPARTMENT Procedure No. 132-046 "Reimbursement for Utility and Railroad Relocation," dated October 1, 1973, and Rule 014-46.02 "Responsibility for the Cost of Railroad/Highway Crossings," Florida Administrative Code, dated February 3, 1971,
- -XX_(b) Federal Highway Administration "Policy and Procedure Memorandum 30-3," Transmittal 218, dated October 26, 1971, and Federal Highway Administration "Policy and Procedure Memorandum 21-10," dated October 3, 1958,

1

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

3. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of the above indicated Reimbursement Policy, and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

4. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an estimate of the cost thereof in the amount of 28,250.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT; the Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and, when applicable, the Federal Highway Administration.

5. The installation and/or adjustment of the COMPANY'S facility as planned will will not) involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____(a) _____% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (extended service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be ______. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

6. All labor, services, materials and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT. FORM 722-39

7. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

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

9. Upon completion of the work the COMPANY shall, within one hundred twenty (120) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor. The DEPARTMENT shall retain ten per cent from any progress payment.

10. Upon installation of said protective devices, the expense thereof in keeping same in a good and safe condition will:

 $-\chi\chi$ (a) immediately revert to the COUNTY and the COUNTY joins herein for the purpose hereof.

(b) be borne by the DEPARTMENT for a period not to exceed______from the date of completion of the aforementioned project, but not to exceed the amount of

fifty per cent (50%) of the cost enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Protective Devices attached hereto and by this reference made a part hereof. At the conclusion of said time period, such maintenance of the protective devices and expense thereof will be transferred to and assumed by the COUNTY and the COUNTY joins herein for the purpose hereof. The COUNTY agrees to notify the COMPANY in writing at least thirty (30) days prior to expiration of maintenance by the DEPARTMENT.

IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon proper notification, perform such periodic maintenance work as required and bill either the DEPARTMENT or the COUNTY, whichever is applicable under the foregoing paragraph, for costs thus incurred.

11. After said automatic crossing signals and/or other protective devices have been installed and/or adjusted and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or their successors or assigns shall operate the automatic grade crossing signals and/or other protective devices, or until it is agreed between the parties hereto that the signals are no longer necessary at said grade crossing, or until the said crossing is abandoned, or other legal requirements made which shall cease operation and maintenance of signals thereat. The COMPANY agrees that any future relocation or adjustment of said protective devices shall be performed by the COMPANY with the DEPARTMENT or the COUNTY, whichever is applicable at the time as governed in Paragraph 10 above, responsible for such cost as specified at that future date. The COMPANY further agrees to assume full responsibility for the continued operation and maintenance of such devices once they are placed in service.

12. The COMPANY expressly agrees to indemnify and hold harmless the DEPARTMENT and COUNT against each and every claim, demand or cause of action that may be made or come against the DEPARTMENT by reason of or any way arising out of any defect, imperfection, failure to repair, or failure to maintain, done, suffered, or permitted in or about such protective devices, and also every claim, demand or cause of action against said DEPARTMENT by reason of any liability that is or may be imposed on the DEPARTMENT funder the laws of this State because of its participation in the cost of such maintenance governed in Paragraph 10 (b) above, on account of any such defect, imperfection, or failure to repair or maintain, done, suffered, or permitted in or about said crossing or crossing protective devices, or on account of any action or omission on the part of the COMPANY in or about the same.

13. The COMPANY covenants to indemnify, defend, save harmless and exonerate the and COUNTY DEPARTMENT of and from all liability, claims and demands arising out of work undertaken by the COMPANY pursuant to this agreement, due to the negligent actions, delay or omissions done or 722-39

available as

<u>o</u>

commmitted by the COMPANY, its subcontractors, employees, agents or representatives; excepting however, any loss, damage or injury arising out of or caused by the negligent actions, delays or omissions done or committed by the DEPARTMENT vits subcontractors, employees, agents or representatives, which loss, damage or injury shall be borne by the DEPARTMENT vexcept as otherwise covered by bonds or insurance.

14. It is agreed between the parties hereto that the cost of installing automatic protective devices at said crossing be borne jointly between the COUNTY and the DEPARTMENT with the COUNTY responsible for ten per cent (10%) of the actual cost. The COUNTY upon execution of this agreement shall furnish to the DEPARTMENT as advance payment a negotiable voucher made payable to the DEPARTMENT for ten per cent (10%) of the estimated cost contained in paragraph 4 above. Should the final cost be less than estimated cost, refund to the COUNTY shall be made. Should the final cost be greater than the amount previously paid by the COUNTY, the COUNTY shall, upon receipt of billing, pay to the DEPARTMENT the balance due pursuant to paragraph 9 hereof.

Paragraph 14 added prior to execution by parties hereto.

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

STATE OF FLORIDA WITNESSES: DEPARTMENT OF TRANSPORTATION am of Administration 0. SEAL) ATTEST: Secretary Executi 6 D.O.T. FISCAL APPROVED 6 <u>ج</u>کا (COMPANY) SEABOARD COAST LINE RAILROAD COMPANY 50 5 BY: President ATTEST: (SEAL) Assistant SecretaryH. W. Martens COMEA the AUG | ~ o COUNTY, FLORIDA NASSAU 1976 BY: (SEAL) ATTEST to the C Examined and Approved: Approved as to Form Legality and Execution Date STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION Henry 11

RESOLUTION 200. 224

74520-6901 74520-6902

RESOLUTION REQUESSION DOAL (SCONDON ROAD FUNDS BE NOVE AD ANDRE NO TO MONTA UP? PURCHASE OF RATERGAD CROBULAR GEORA S

WHEREAS, Nassau County desires to place appropriate railroad crossings throughout the county for the protection of the public; and

WHEREAS, Nassau County and the State of Florida Department of Transportation are to participate in this project jointly and to contribute matching funds; and,

WHEREAS, the Board of County Commissioners of Nassau County have determined that the county can best finance this project by the use of its secondary road funds; and

WHEREAS, the railroad crossings which shall be placed are primarily on secondary roads in the County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida, in a regular meeting, duly assembled, that Nassau County's secondary road funds be utilized to match funds contributed by the Department of Transportation towards the installation of railroad crossings.

RESOLVED this 8th day of July , 1975.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY

STATE OF FLORIDA COUNTY OF NASSAU

۱

	and correct copy of the
ROAD FUNDS BE US	ED AS MATCHING FUNDS FOR THE PURCHASE OF RAILRO
OSSING SIGNALS as the	e same appears of record in this office, same having b
filed on the 29th day of Ju	1y, 19_75 ************************************
	X02)}/////
Witness my hand and official see	al this <u>30th</u> day of <u>July</u> A. D. 19
•	D. O. OXLEY
	D. O. OALEY Clerk Circuit Court
·	Clerk Circuit Court
	•

Ì

SEABOARD COAST LINE RAILFOAD COMPANY

.....

To: Florida Department of Transportation. Project Ref. 74520-6901, Parcel 4 County: Nassau Location: Gross, Fla. SCL Milepost: S-607.50 Route: S.R. S-108 Crossing Inv. No. 620796K Description: Install flashing light signals (cantilever type). Estimated Cost Material Cost 13,200 528 Sales Tax 675 Handling 82 Transportation to Project Total Material Cost 14,485 Credit for Released Material 14,485 Net Material Cost 600 Engineering 291 Plus Composite Additive 891 Total Engineering Construction Labor 6,000 2,456 Plus Composite Additive Total Construction Labor 8,456 Supplemental Annuity on Labor 80 1,740 Traval Allowance and Lodging 120 Transportation of Equipment to Project 800 Equipment Rental Traffic Control Devices (Construction) 300 Estimated Material and Labor Cost 26,872 1,378 Contingencies 28,250 TOTAL ESTIMATED COST Railroad Fortion ----28,250 Outside Party Estimated Cost Office of Chief Engineer Communications and Signals Jacksonville, Fla. Date: March, 1976

SEABOARD COAST LINE RATLROAD COMPANY

To: Florida Department of Transportation Project Ref. 74520-6901, Parcel 4 County: Nassau Location: Gross, Fla. SCL Milepost: S-607.50 Route: S.R. S-108 Crossing Inv. No. 520796K Description: Install flashing light signals (cantilever type).

· • •

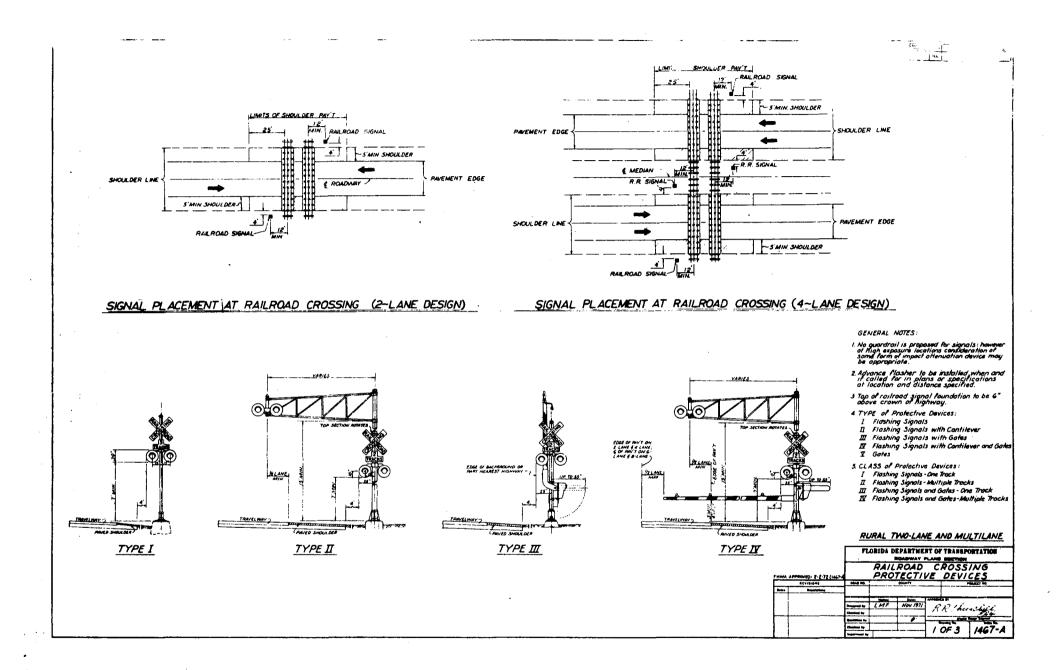
· •

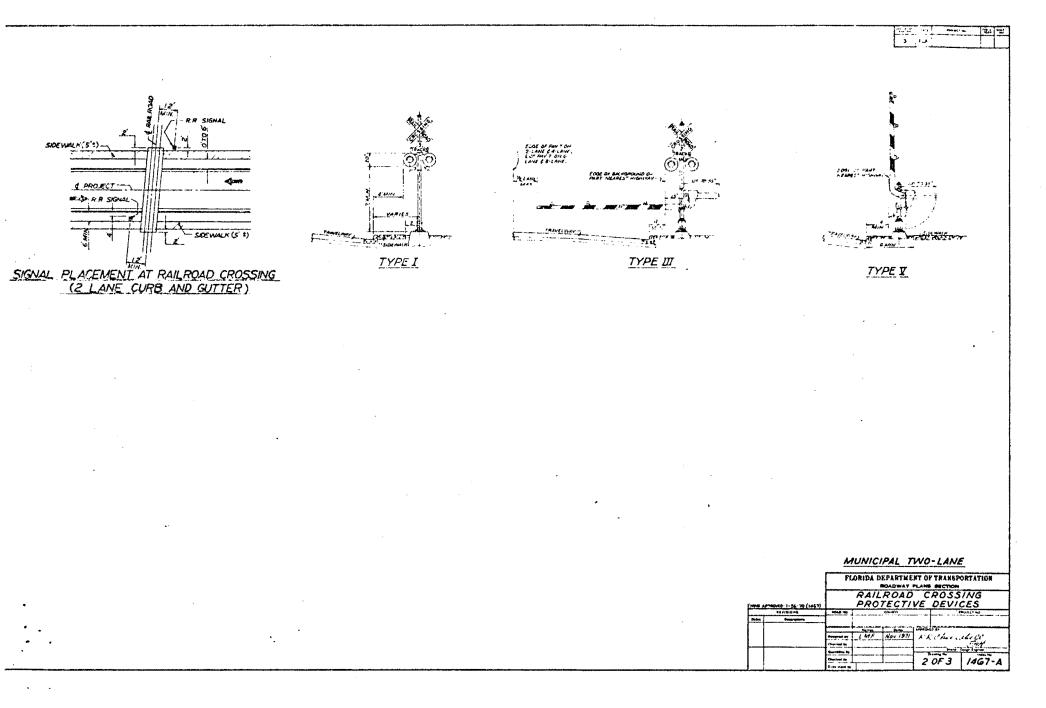
.

List of Estimated Signal Material Required

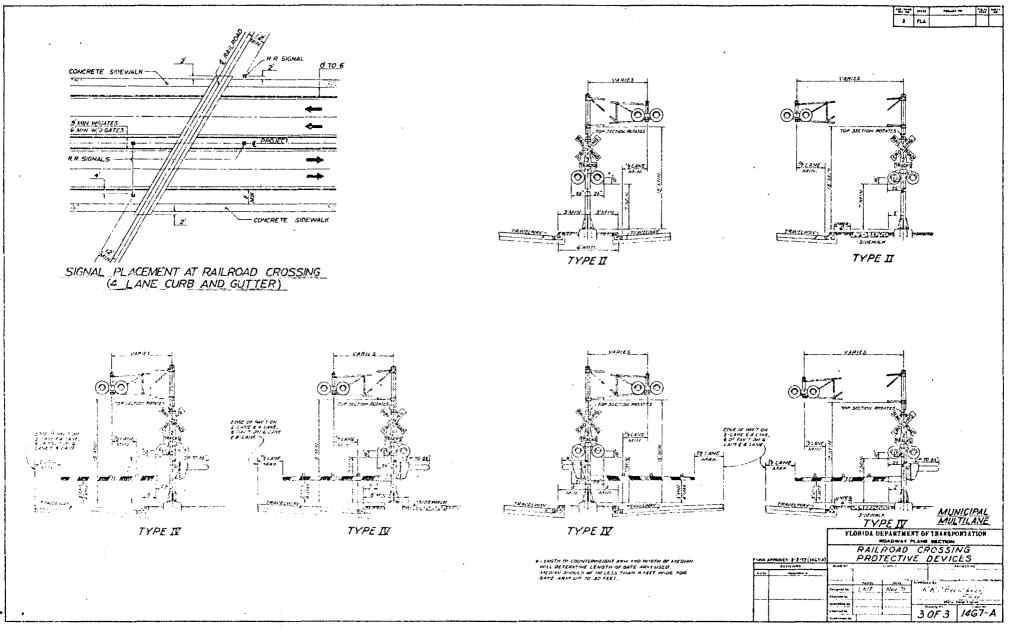
1 - Power service assembly	200
1 - Instrument case wired complete with motion sensing device (IMD)	4,275
1 - Battery Box with batteries	77 0
2 - Cantilever signal assemblies, 16' span (8 lights)	6,200
2 - Wide band shunts	150
130 - feet 3" Conduit	335
Lot - single and multiple conductor cable	750
3 - Impedence chokes	177
Hisc.	343
	13,200

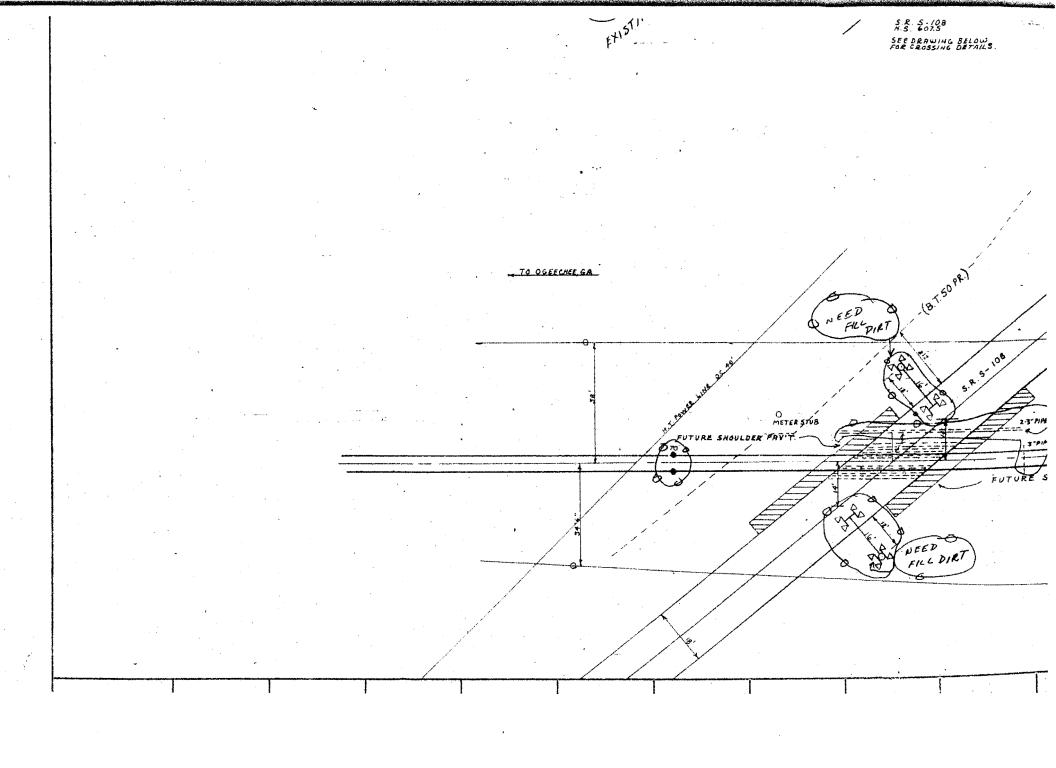
Office of Chief Engineer Communications and Signals Jacksonville, Fla. Date: March 2, 1976. RMP

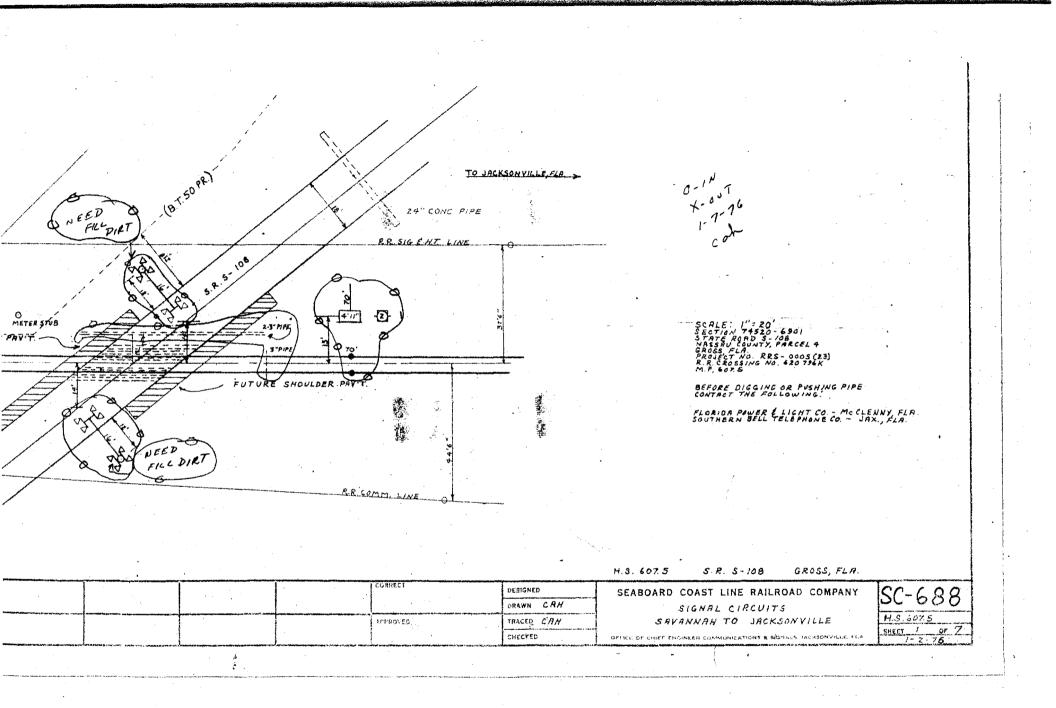




· · · · ·







THIS CONTRACT PLAN SET INCLUDES ROADWAY PLANS

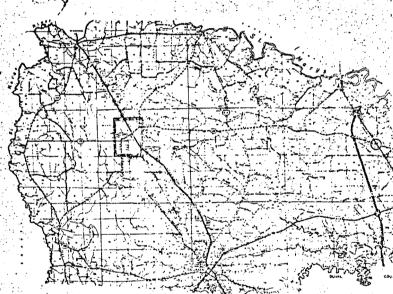
INDEX OF ROADWAY PLANS SHEET NO . SHEET DESCRIPTION HEY HAP NOEX NO. -STANDARD DRAWINGS

STANDARD ABBREVIATIONS STANDARD SYMBOLS FOR KEY MARS AND PLAN SHEETS RAILROAD CROSSING PROTECTIVE DEVICES (3 SHEETS) GSA-OI 195 1467-4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PLANS OF PROPOSED

STATE HIGHWAY

F.A. PROJECT NO. RRS-000S (23) NASSAU COUNTY \$ P 1 STATE ROAD NO. S-108



1 2 MILESI LOCATION OF PROJECT RRC. NO. 620-796 K

ELOCATION OF PROJECT

751

ATTENTION IS DIRECTED TO THEL ATTENTION IS DIRECTED TO THE STATES THESE PLANS WAY HAVE BEEN PEDJUGED 'S SIZE BY REPRODUCTION THIS MUST B CONSIDERED WHEN COTAINING SCALED DA

STATE PROJ NO

74520- 3901-910

PLA. 1

73 1

JOVERNING SPECIFICATIONS STATE OF FLI DEFARTMENT OF TRANSPORTATION, STAND SPECIFICATIONS, DATED 173 AND SUPPLEMENT THERETO DATED JUNE

SUBVICTED of Concesson or sizes (Well und

AAPROVES 1998191 F. CALF

