

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	FAP No.
74	000	6904	Henry Smith Rd.	Nassau	1 (SIG-R)	TQ-000S(28)

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. 280

ON MOTION OF Commissioner Hodges, seconded by Commissioner Claxton, 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, between SR 115-A and SR 200, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway,

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

That Nassau County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and Seaboard Coast Line Railroad Company for the installation and maintenance of certain grade crossing traffic control devices designated as Job No. 74000-6904 on Henry Smith Rd. which crosses the right of way and tracks of the Company at a point 3,179 feet south from the Company's Mile Post A-615, at or near Hilliard, Florida; and,

That County agrees to participate in the cost of installation as enumerated in Paragraph 14 and assume its share in the cost of future maintenance and adjustment of said grade crossing traffic control devices as designated in Paragraph 10 of the RAILROAD REIMBURSEMENT AGREEMENT; and,

That the Chairman 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 Seaboard Coast Line Company as herein described; and,

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 14th day of Dec, 1976.

John F. Armstrong Sr.
Chairman of the Board of County Commissioners

ATTEST: [Signature]
Clerk of the Board of County Commissioners

Estimated Cost

Material Cost	\$36,000.	
Sales Tax	1,440.	
Handling	1,800.	
Transportation to Project	60.	
Total Material Cost	\$39,300.	
Credit for Released Material	00.	
Net Material Cost		\$39,300.
Engineering	1,180.	
Plus Composite Additive	591.	
Total Engineering		1,771.
Construction Labor	8,950.	
Plus Composite Additive	3,812.	
Total Construction Labor		12,762.
Supplemental Annuity on Labor		150.
Meal Allowance and Lodging		2,460.
Transportation of Equipment to Project		120.
Equipment Rental		1,217.
Traffic Control Devices (Construction)		125.
Estimated Material and Labor Cost		\$57,905.
Contingencies		\$ 2,895.
TOTAL ESTIMATED COST		\$60,800.
Railroad Portion		\$ 00.
Outside Party Estimated Cost		\$60,800.

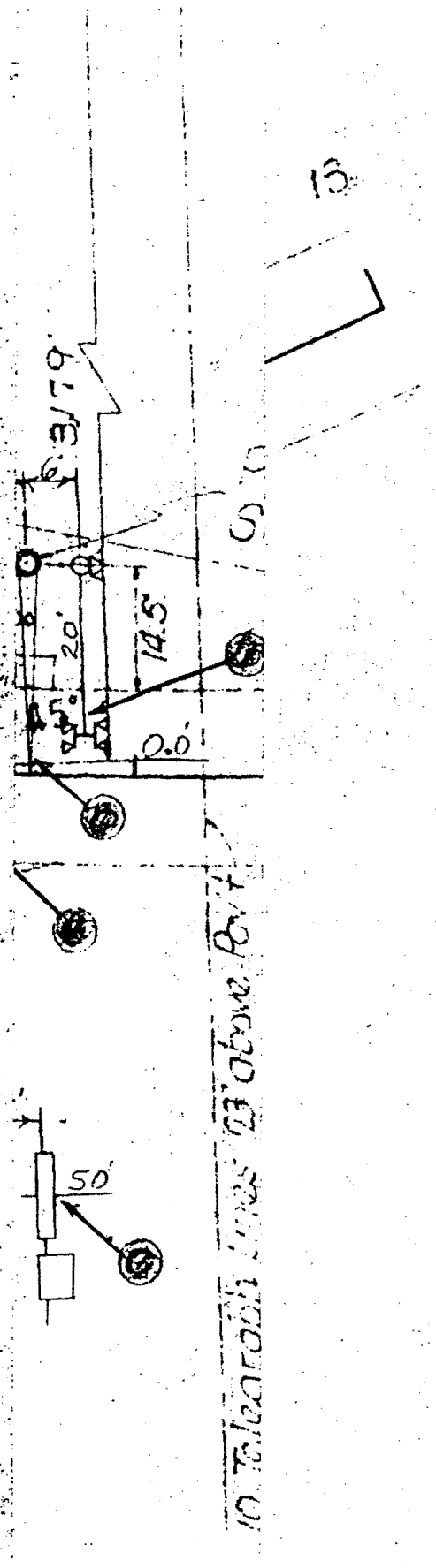
Office of Chief Engineer Communications and Signals
Jacksonville, Fla. Date: 10/22/76-cvs

Route: Henry Smith Road Crossing Inv. No. 620736 B
Description: Install automatic highway crossing flashing light signals, on cantilever assemblies, short arm gates and bells.

Estimate of Signal Material and Cost

2 - Signal Assembly, complete with 20 ft. cantilever arm and 6 lamp	\$ 6,192.
2 - Gate Assembly, complete with 24 ft. arm and 2 lamp units on mast	5,642.
1 - Crossing Control Case, containing control apparatus, rectifiers, lightning protection, etc., for use at crossing	9,270.
1 - Battery Box, containing operating battery, for use at crossing	1,570.
2 - Crossing Control Case, containing control apparatus, rectifier, lightning protection, etc., for use at start points	3,428.
2 - Crossing Control Case, containing control apparatus, rectifier, lightning protection, etc., for use at restart points	1,714.
4 - Battery Box, containing operating battery, for use at start and restart points	2,420.
1 - Lot Control Apparatus, lightning protection, etc., for use at existing housing	850.
8 - Lengths 3 in. Pipe, for cable runs under roadway and tracks	442.
1 - Lot Underground Cables, single and multiple conductor, for use from control cases to tracks, signals, etc.	2,485.
1 - Power Service Assembly, for use of commercial power	180.
1.4 - Miles Triplex Wire, complete with dead ends, hangers, etc., for use of commercial power at start points	1,590.
Miscellaneous Items	217.
Total Estimated Material Cost	\$36,000.

Office of Chief Engineer Communications and Signals
Jacksonville, Fla. Date: 10/22/76-cvs



SECTION 74000-6904
 NASSAU COUNTY
 HENRY SMITH ROAD
 HILLIARD, FLA.
 RR MF A-615.60

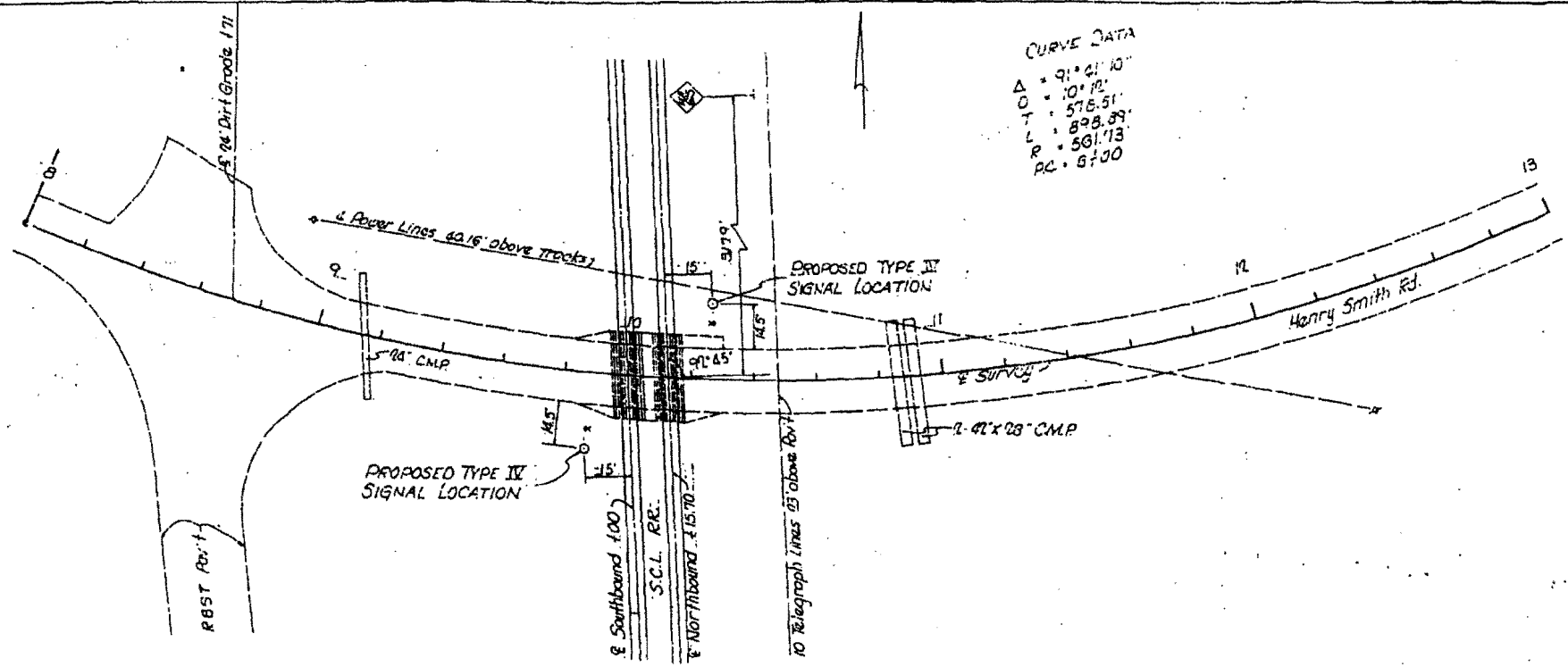
SKETCH SHOWING GRADE CROSSING
 PROTECTIVE DEVICES

SCL RR CO. DATE 10-22-76_{ENS}

RR CROSSING
 N^o 610736

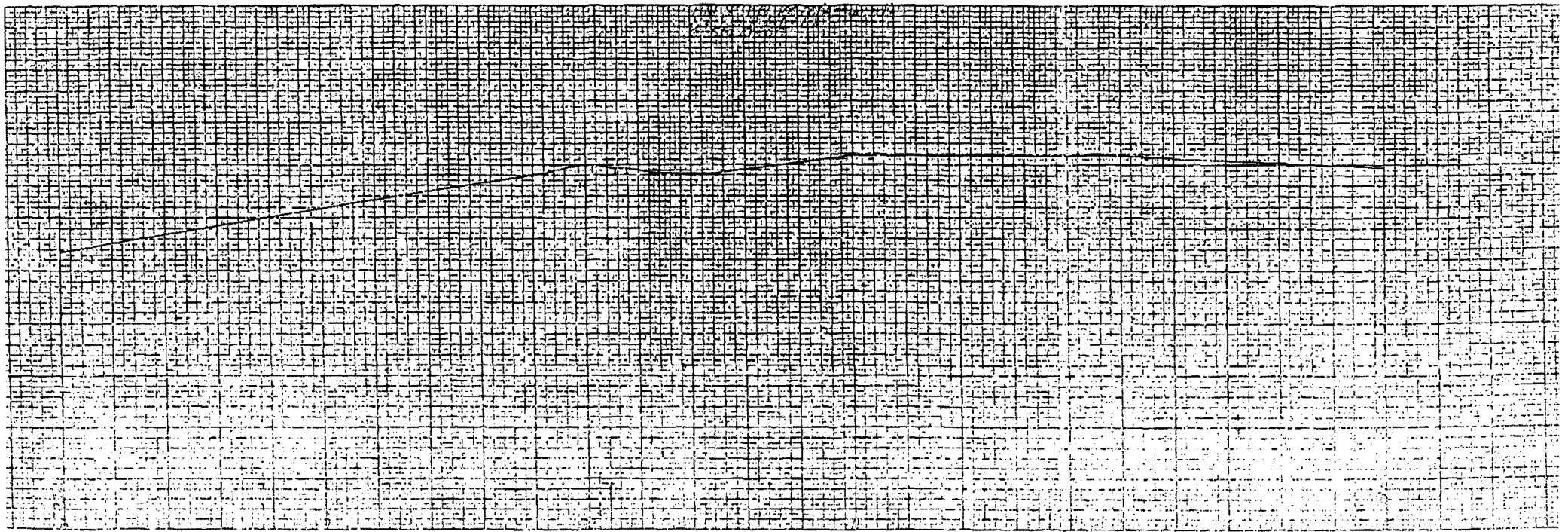
Scale 1"=20'

CURVE DATA
 $\Delta = 91^{\circ} 41' 10''$
 $O = 10^{\circ} 12'$
 $T = 575.51'$
 $L = 828.39'$
 $R = 561.13'$
 $PC = 6+00$



R.R. CROSSING
 NO. 670736

Scale: 1"=20'



W. I. 228080
 STATE: FLA STATE PROJ. NO. 74000-6904-910

FACT PLAN SET INCLUDES
 Y PLANS

OF ROADWAY PLANS
 SHEET DESCRIPTION
 (Key Map
 Plan and Profile Sheet)

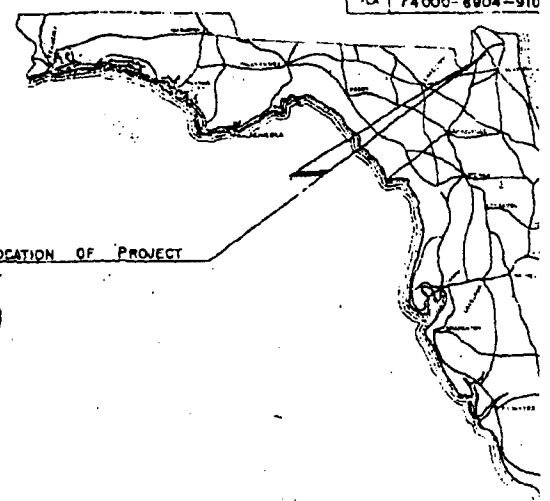
STANDARD DRAWINGS
 Standard Abbreviations
 Standard Symbols for Key Maps and Plan Sheets
 Railroad Crossing Protective Devices (3 Sheets)

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

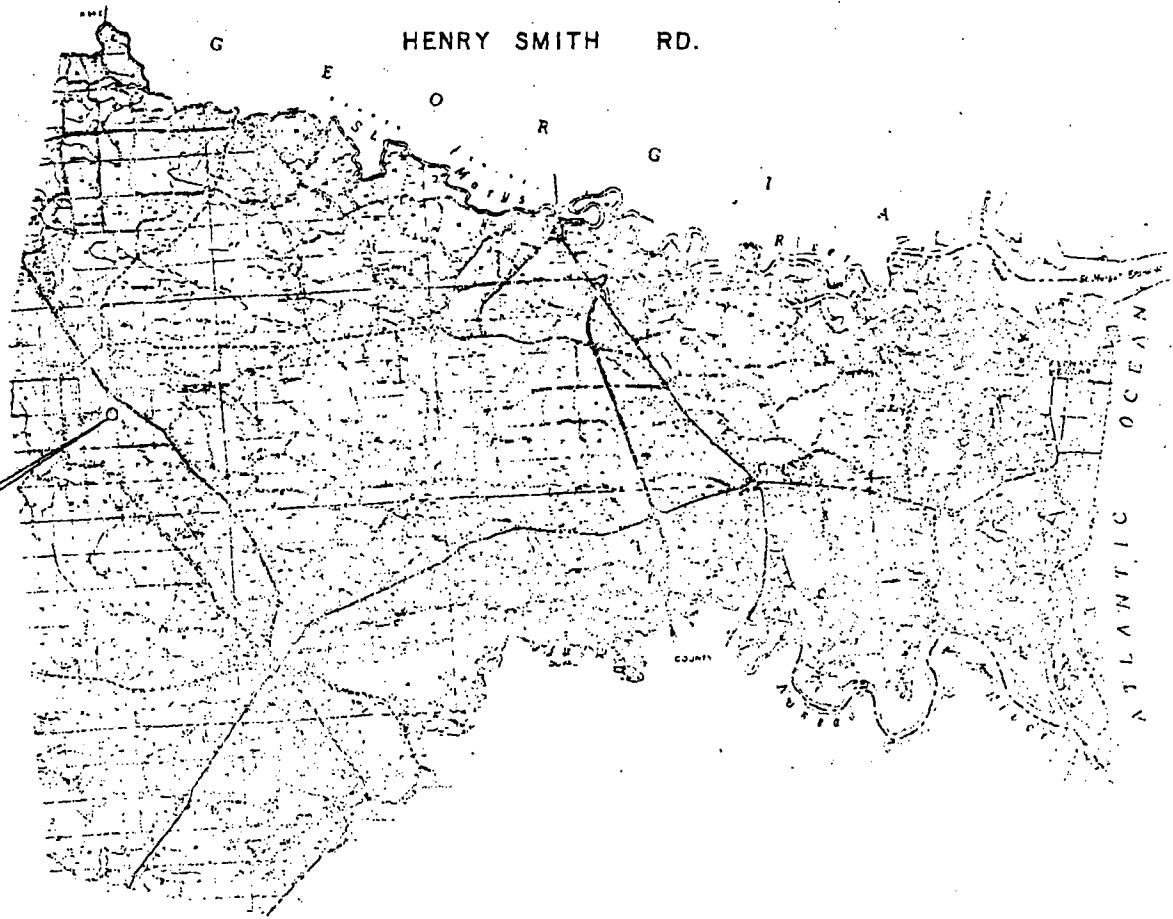
PLANS OF PROPOSED
STATE HIGHWAY

F.A. PROJECT NO. TQ ~~1517~~-000S (22)²⁹
 NASSAU COUNTY

HENRY SMITH RD.



LOCATION OF PROJECT

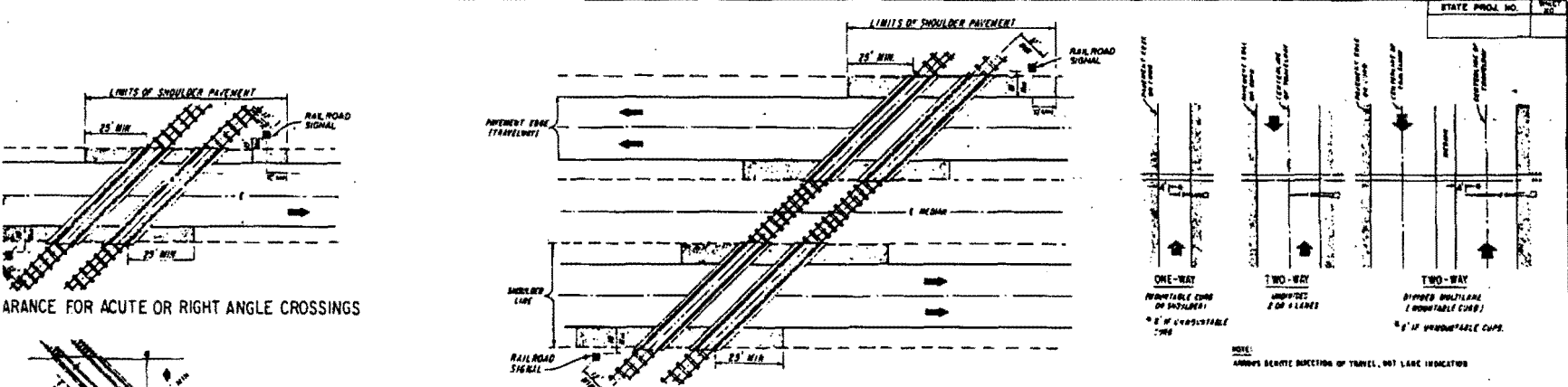


LOCATION OF PROJECT
 R.R.C. NO. 620736



ATTENTION IS DIRECTED TO
 THESE PLANS MAY HAVE BE
 SIZE BY REPRODUCTION
 CONSIDERED WHEN DETERMIN
 GOVERNING SPECIFICATIONS &
 DEPARTMENT OF TRANSPORTA
 SPECIFICATIONS, DATED _____
 AND SUPPLEMENT THERETO

L. E. STUBBS

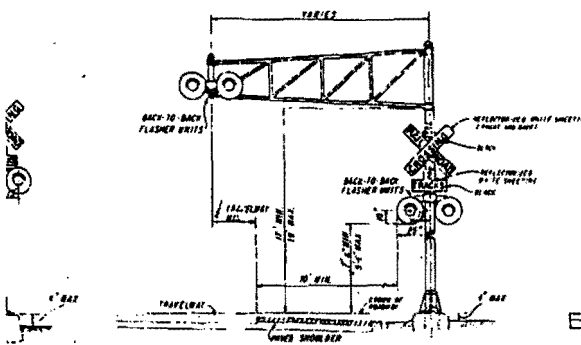


ARRANGE FOR ACUTE OR RIGHT ANGLE CROSSINGS

TRACK CLEARANCE FOR ACUTE OR RIGHT ANGLE CROSSINGS

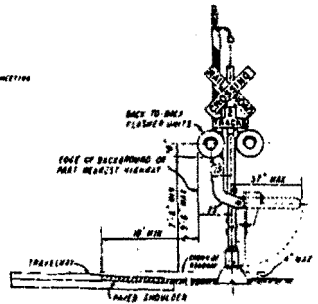
NOTE:
IT IS INTENDED THAT THE FULL SHOULDER WIDTH OF THE EXISTING ROADWAY BE MAINTAINED. WHERE AN EXISTING SHOULDER IS SUBSTANTIALLY SUBSTANDARD FOR THE FACILITY INVOLVED, THE SHOULDER WIDTH SHOULD BE UPGRADED TO MEET CURRENT STANDARDS.

CEMENT AT RAILROAD CROSSING
(2-LANE DESIGN)



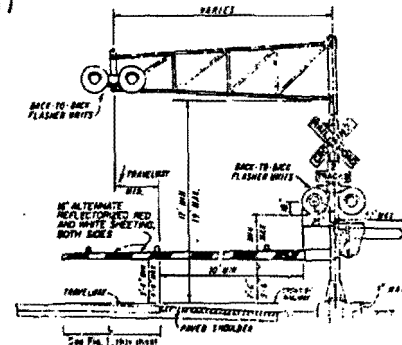
TYPE II

SIGNAL PLACEMENT AT RAILROAD CROSSING
(4-LANE DESIGN)



TYPE III

NOTE:
TWO SEPARATE FOUNDATIONS MAY BE REQUIRED ONE FOR SIGNALS, ONE FOR GATES, DEPENDING ON TYPE OF EQUIPMENT USED.



TYPE IV

FIGURE 1

GATE LENGTH REQUIREMENTS

GENERAL NOTES

- NO GUARDRAIL IS PROPOSED FOR SIGNALS; HOWEVER, SOME FORM OF IMPACT ATTENUATION DEVICE MAY BE SPECIFIED FOR CERTAIN LOCATIONS.
- ADVANCE FLASHER TO BE INSTALLED WHEN AND IF CALLED FOR IN PLANS OR SPECIFICATIONS.
- TOP OF FOUNDATION TO BE AT THE SAME ELEVATION AS THE SURFACE OF THE TRAVELWAY AND/OR NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.
- TYPE OF TRAFFIC CONTROL DEVICES
 - FLASHING SIGNALS
 - FLASHING SIGNALS WITH CANTILEVER
 - FLASHING SIGNALS WITH GATE
 - FLASHING SIGNALS WITH CANTILEVER & GATE
 - GATE
- CLASS OF TRAFFIC CONTROL DEVICES
 - FLASHING SIGNALS-ONE TRACK
 - FLASHING SIGNALS-MULTIPLE TRACKS
 - FLASHING SIGNALS AND GATES-ONE TRACK
 - FLASHING SIGNALS AND GATES-MULTIPLE TRACKS
- SIX LANE GRADE CROSSINGS ARE SPECIAL CONDITIONS. PLACEMENT OF RAILROAD TRAFFIC CONTROL DEVICES ARE NOT COVERED UNDER THIS INDEX.

APPROVED BY FHWA JULY 29, 1978

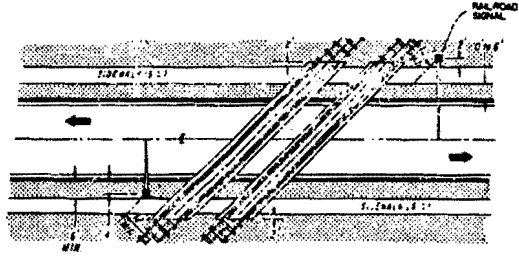
FLO. DEPT. OF TRANSPORTATION
TRAFFIC OPERATIONS

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

REVISIONS		INITIALS	DATE	REASON FOR CHANGE

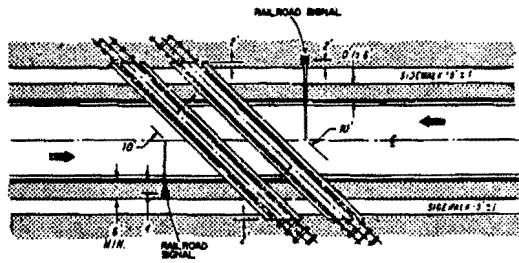
Recommended by: [Signature]
Checked by: [Signature]
Approved by: [Signature]
By: [Signature]
SIX LANE DIMENSIONS E-T-2

DRAWING NO. INDEX NO.
1 of 2 17882



ACUTE ANGLE (AND RIGHT ANGLE)

SIGNAL PLACEMENT AT RAILROAD CROSSING (2 LANES, CURB & GUTTER)

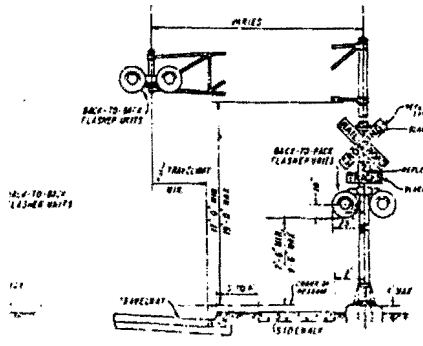


OBTUSE ANGLE

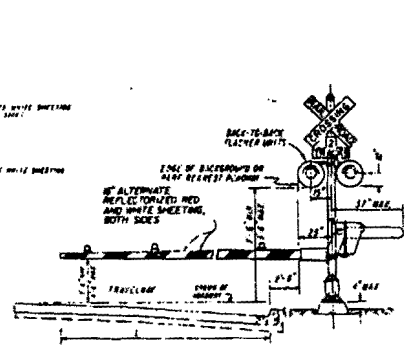
SIGNAL PLACEMENT AT RAILROAD CROSSING (2 LANES, CURB & GUTTER)

GENERAL NOTES

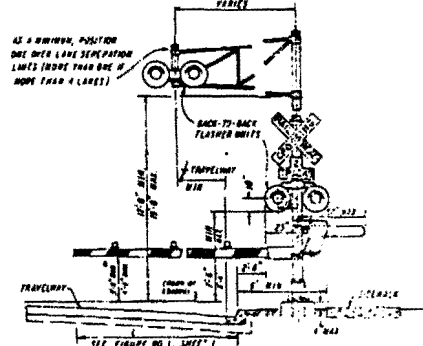
7. WHERE PLANS CALL FOR RAILROAD TRAFFIC CONTROL DEVICES TO BE INSTALLED IN CURBED MEDIANS, THE MINIMUM OFFSET FROM FACE OF CURB TO CENTER OF SUPPORT SHALL BE 4'-7", AS SHOWN FOR RIGHT SIDE INSTALLATIONS.
8. LOCATION OF RAILROAD TRAFFIC CONTROL DEVICE IS BASED ON THE DISTANCE AVAILABLE BETWEEN FACE OF CURB & SIDEWALK.
 - 0' TO 6' - LOCATE DEVICE OUTSIDE SIDEWALK.
 - OVER 6' - LOCATE DEVICE BETWEEN FACE OF CURB AND SIDEWALK.
9. STOP LINE TO BE PARALLEL TO TRACKS, APPROX. 15' FROM NEAREST RAIL; OR 8' FROM AND PARALLEL TO GATE IF PRESENT. (SEE INDEX I7346)



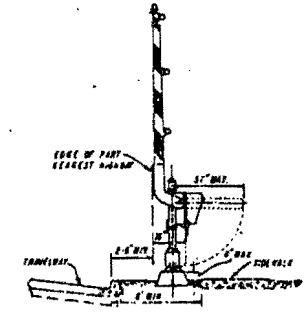
TYPE II



TYPE III



TYPE IV



TYPE V

APPROVED BY FHWA JULY 29, 1978

FLORIDA DEPARTMENT OF TRANSPORTATION
TRAVEL OPERATIONS
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

REVISIONS			INITIALS	DATE	APPROVED FOR DESIGN
DATE	INITIALS	DESCRIPTION			

CHECKED BY: _____
 DRAWING NO. INDEX NO.
 2 OF 2 | 17382

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

Dear Sir:

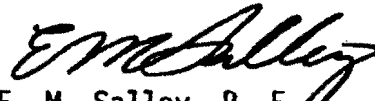
Section 74000-6904, State Road (Henry Smith Rd.)
Nassau County, Parcel 1 (R/W SIG-R)
Crossing Number: 620736-B
FAP Number: RRS-000S(36)
SCL M.P.: A-615.70
SCL File: 51-O-Fla.(Hilliard)-I

We are enclosing one (1) fully executed agreement dated January 24, 1977 involving your Company and covering the installation of grade crossing warning devices estimated at \$60,800.00.

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/rjt

Enclosure: 3 conformed copies and 5 copies of plan profile sheet No. 2.

cc: Mr. Richard L. King, Nassau County Engineer, w/1 Agreement copy
Mr. R. D. Liggett, Chief Engineer Communications & Signals - SCL
Mr. Eugene R. Buzard, General Council - SCL
Mr. W. H. Skinner, District Engineer

Attention: District Utility Engineer, w/2 Agreement copies
Comptroller, w/1 Agreement copy
Federal Aid Programs Manager
Division Administrator, FHWA

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F A P NO.
74	000	6904	Henry Smith Road	NASSAU Duval	1 (SIG-R)	70-0005(28)

RRS-0005(36)

THIS AGREEMENT, made and entered into this 24th day of January, 1977, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and SEABOARD COAST LINE RAILROAD COMPANY, a corporation organized and existing under the laws 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, acting by and through its Board of County Commissioners, hereinafter called the 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. 74000-6904, between SR 115-A and SR 200 which crosses at grade the right of way and track(s) of the COMPANY at a point 3,179 feet south from the COMPANY'S Mile Post A-615, at or near Hilliard, Florida as shown on DEPARTMENT'S Plan Sheet No. 2 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 ~~XXXX~~ 17882 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,

under a contract let by the COMPANY, and 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 \$ 60,800.00. 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) _____% 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.

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:

XX
____(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

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 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 under 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 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

14. It is agreed between the parties hereto that the cost of installing Railroad Grade Crossing Traffic control devices at said crossing be borne jointly between the COUNTY and the DEPARTMENT with the COUNTY responsible for ten percent (10%) of the actual cost. The COUNTY upon execution of this agreement shall furnish to the DEPARTMENT a COUNTY resolution authorizing the DEPARTMENT to use COUNTY secondary funds for the ten percent (10%) of the actual cost which is the COUNTY'S contribution.

Paragraph 14 added hereto prior to execution by the parties hereto.

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

WITNESSES:

Lina J. Poyou

[Signature]
As to the DEPARTMENT

D.O.T. FISCAL APPROVED
JAN 17 1977

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Billy S. Bellam
Director of Administration

ATTEST: Candy Scuderi (SEAL)
Executive Secretary

(COMPANY) SEABOARD COAST LINE RAILROAD

BY: J. P. Sipkins
Vice President

ATTEST: H. W. Martens (SEAL)
Assistant Secretary

[Signature]
John S. Feyert
As to the COMPANY

1800 800, available as of

Margie J. Armstrong
[Signature]
As to the COUNTY

WASSAU COUNTY, FLORIDA
BY: John F. Armstrong
(Title)
ATTEST: [Signature] (SEAL)

Approved as to Form Leglity and Execution
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
JAN 17 1977
By: [Signature]
Assistant Attorney

Examined and Approved: _____
Date _____
Division Administrator
Federal Highway Administration