### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF PUBLIC TRANSPORTATION

## COUNTY RESOLUTION GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

COUNTY	SECTION   RAIL JOS NO.		ECTION   RAIL JOB NO. STATE ROAD NO. COUNTY NAM		PARCEL & R/W JOB NO.	FAPNO.
74	000	6920	Clinch Rd.	Nassau	1 (SIG-C)	RRS-000S(124)

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.

ADJUSTMENT OF SAID DEVICES: PROVIDING FOR THE EXPENDITURE OF FUNDS: AND PROVIDING WHEN- THIS RESOLUTION SHALL TAKE EFFECT.
resolution no. 85-27
ON MOTION OF Commissioner
WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the State Highway System, between CR_108 and Amelia River, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossings 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 AGREE- MENT with the State of Florida Department of Transportation and the Railroad. Inc.
Company for the installation and maintenance of certain grade crossing traffic control devices designated as Job No74000-6920 onClinch Rd which crosses
the right of way and tracks of the Company at FDOT/AAR Crossing Number620812-S located nearFernandia Beach, Florida; and,
That the County assume its share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in Paragraph 2 of the RAILROAD REIMBURSE-MENT 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 Railroad, Inc.  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 /bth day of // 1985
Chairman of the Board of County Commissioners

Clark of the Board of County Commissioners

FORM 841-37 01/85 PAGE 1 OF 1

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF PUBLIC TRANSPORTATION OPERATIONS RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

COUNTY	SECTION	RAIL JOB NO.	STATE HOAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	FAP NO.
74	000	6920	Clinch Rd.	Nassau	1 (SIG-C)	RRS-000S(124)

Seaboard System Railroad, Inc.

A.	JOB DESCRIPTION & LOCATION:	Clinch Rd. near Fernandia Beach, Florida
B.	TYPE OF ROADWAY FACILITY:	2-lane rural
ċ.	FDOT/AAR XING NO.: 620812-S	RR MILE POST TIE: SMA-44.50
D.	TYPE SIGNALS PROPOSED:	CLASS INDEX:

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

	Annual Maintenance Cost Exclusive of Installation	
CLASS	DESCRIPTION	COST*
<b>I</b>	Flashing Signals - One Track	\$ 650.00
II .	Flashing Signals - Multiple Tracks	\$ 860.00
III	Flashing Signals and Gates - One Track	\$ 980.00
IV	Flashing Signals and Gates - Multiple Tracks	\$1,230.00
	*Effective February 3, 1971	

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 014-46.02 Responsibility for the Cost of Automatic Highway Grade Crossing Traffic Control Devices

EFFECTIVE DATE:

**February 3, 1971** 

GENERAL AUTHORITY:

334.044 F.S.

SPECIFIC LAW IMPLEMENTED:

335.141 F.S.

### SEABOARD SYSTEM RAILROAD

To: Department of Transportation

Project Ref.: 74000-6920 County: Nassau

Location: Fernandina Beach, Fla.

SBD Mile Post: SMA-44.50

Route: Clinch Road Crossing Inv. No.: 620812 S

Description: Install Automatic Highway Crossing Flashing Light Signals, Gates and Bells.

### Estimated Cost

	DD CIMACOC O			
Material Cost	\$26,600.			
Sales Tax	1,330.			
Handling	1,330.			
Transportation to Project	440.		•	
Total Material Cost		\$29,700.		
Credit for Released Material		00.		
Net Material Cost			\$29,700.	
Engineering		1,500.		
Plus Composite Additive		887.		
Total Engineering			2,387.	
Construction Labor	-	10,144.		
Plus Composite Additive		5,537.		
Total Construction Labor			15,681.	
Supplemental Annuity on Labor		, ·	84.	
Travel Allowance and Lodging			1,750.	
Transportation of Equipment to Project			120.	
Equipment Rental			1,421.	
Estimated Material and Labor Cost		•		\$51,143.
Contingencies				2,557.
TOTAL ESTIMATED COST				\$53,700.
Railroad Portion	•			00.
Outside Party Estimated Cost				\$53,700.

Office of Chief Communications & Signals Officer Jacksonville, Fla. Date: 1-30-85 -cvs

### SEABOARD SYSTEM RAILROAD

To: Department of Transportation

Project Ref.: 74000-6920 County: Nassau

Location: Fernandina Beach, Fla.

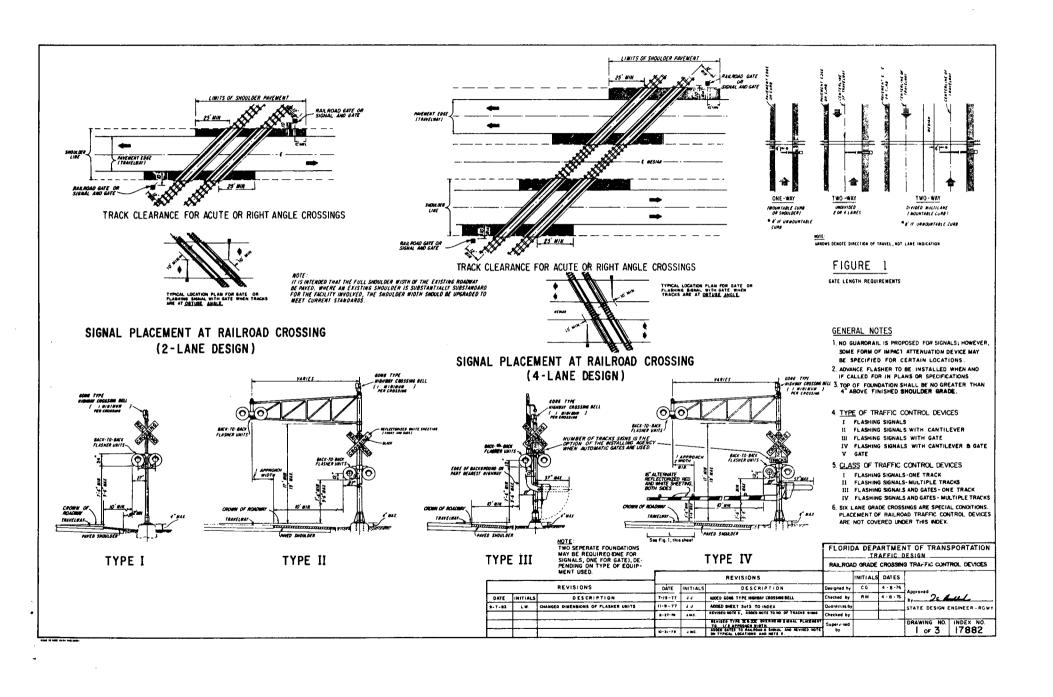
SBD Mile Post: SMA-44.50 Drawing No.:

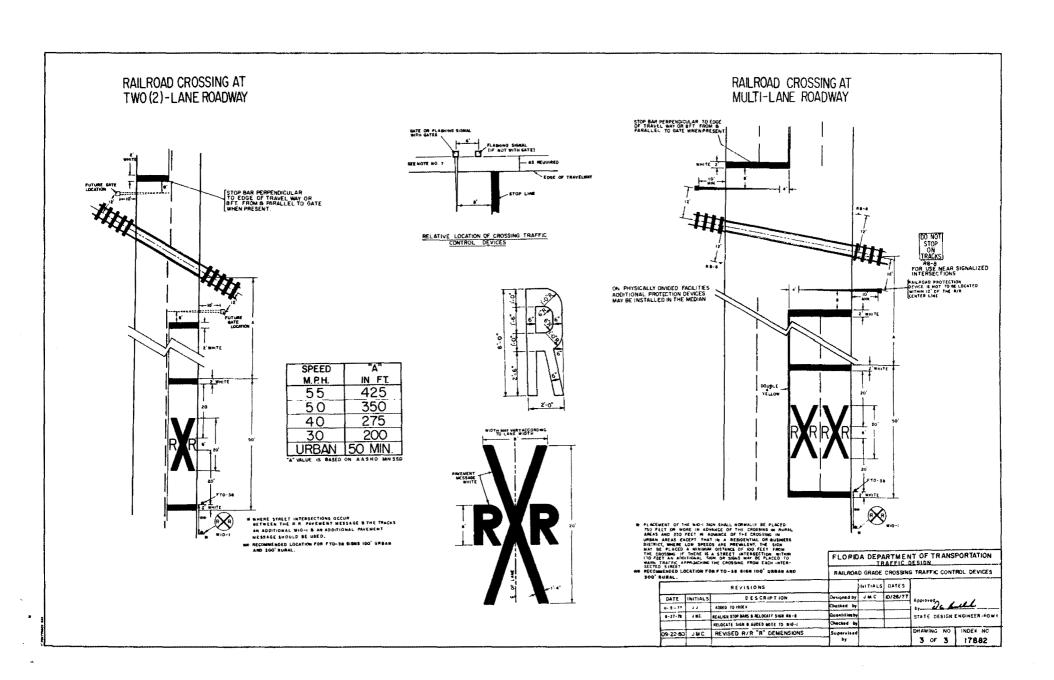
Route: Clinch Road Crossing Inv. No.: 620812 S

Description: Install Automatic Highway Crossing Flashing Light Signals, Gates and Bells.

### Estimate of Signal Material and Cost

1 - Lot Control Equipment, including cases, control apparatus, rectifiers, lightning protective devices, etc.	\$12,706.
1 - Lot Field Materials, including foundations, pipe, cables, battery, battery boxes, etc.	6,374.
1 - Combination Gate and Signal Assembly, complete with 20 ft. arm and 4 lamp units on mast.	3,760.
1 - Combination Gate and Signal Assembly, complete with 18 ft. arm and 4 lamp units on mast.	3,760.
MATERIAL COST	\$26,600.





THIS CONTRACT PLAN SET INCLUDES

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

RAILROAD SIGNAL PLANS

SHEET NO

PLANS OF PROPOSED

STATE HIGHWAY

INDEX OF RAILROAD SIGNAL PLANS
O SHEET DESCRIPTION

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Key Map Plan and Profile Sheet F. A. PROJ. NO.RRP-000S(212) ESTATE PROJ. NO. 74000-6920

NASSAU COUNTY

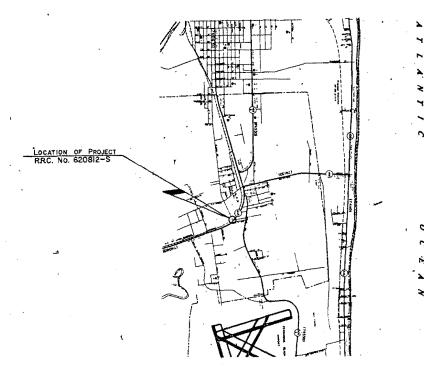
CLINCH ROAD

WWAY AND TRAFFIC DESIGN STANDARDS (BOOKLET DATED JAN. 1983)

NOI Standard Abbreviations
Standard Symbols

002 Standard Symbols

17882 Railroad Grade Crossing Traffic Control Devices





BUDGET ITEM No. 2128008

ATTENTION IS DIRECTED TO THE FACT THE THESE PLAMS MAY HAVE BEEN REDUCED SIZE BY REPRODUCTION. THIS MUST B CONSIDERED WHEN OBTAINING SCALED DA

B3 1

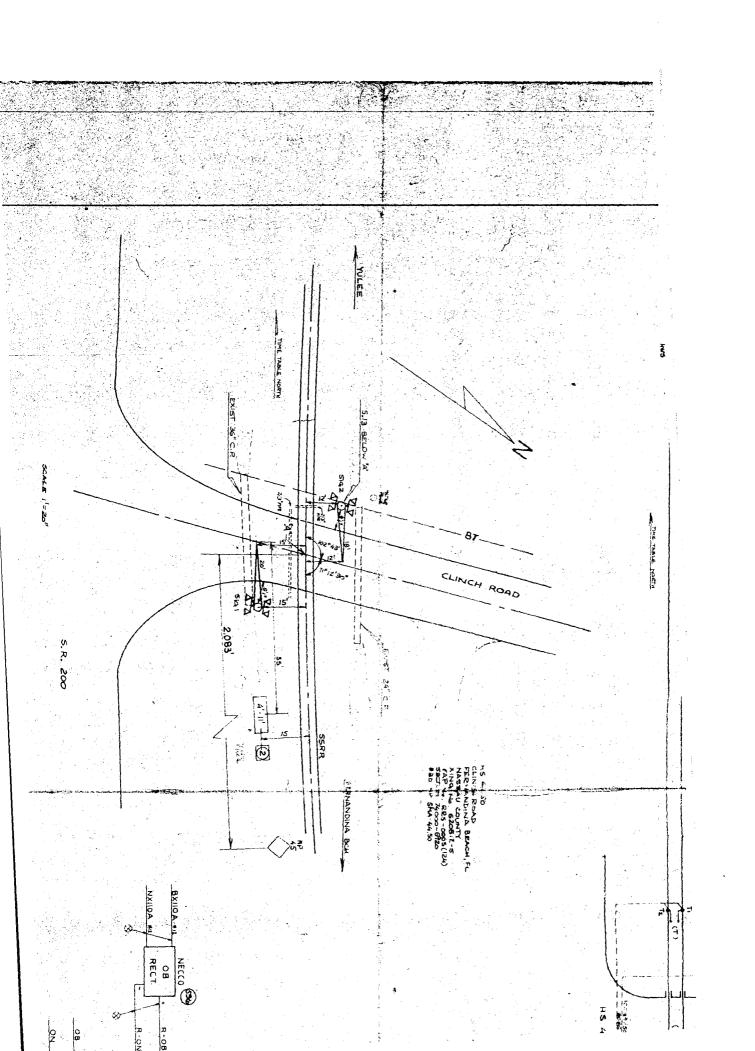
GOVERNING SPECIFICATIONS: STATE OF FLC
DEPARTMENT OF TRANSPORTATION, STANO
SPECIFICATIONS, DATED 1985.
AND SUPPLEMENTS THERETO IF NOTED IN
SPECIAL PROVISIONS FOR THIS PROJECT.
SUBMITTED 1

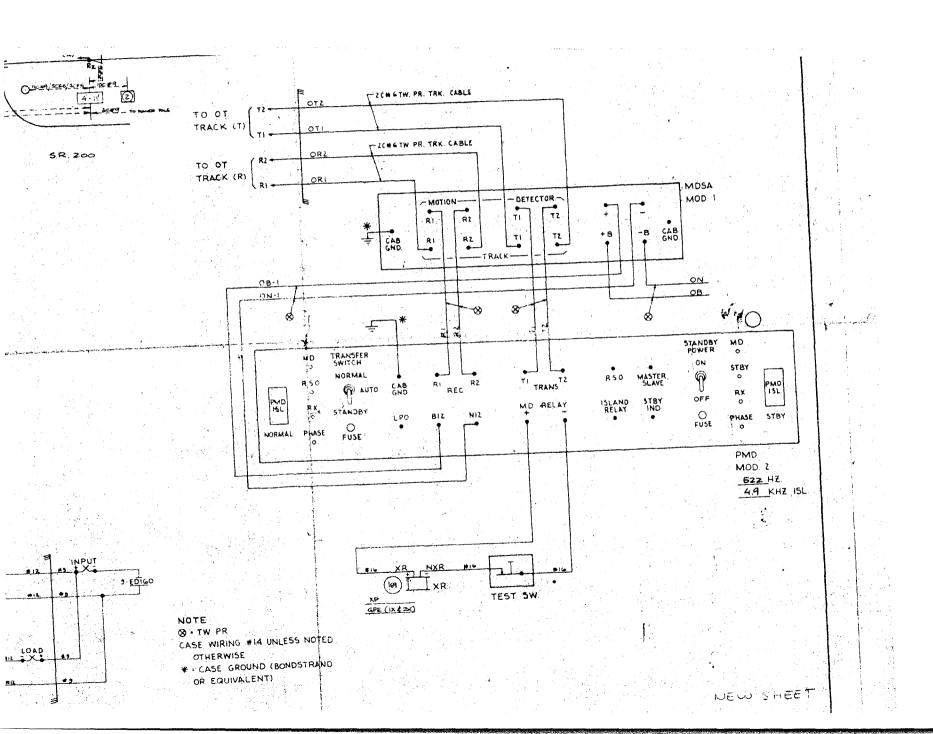
DISSETTED OF ABECOMETRUCTION AND D

Regul & Man DATE 3/6/04

DIVISION ADMINISTRATOR

DESIGNER JACK HERNDON





# STATE OF PLUNIDA **DEPARTMENT OF TRANSPORTATION** RAILROAD SIGNAL SAFETY PROGRAM STATE PROJECT NO. 74000 - 6920 CLINCH RD. COUNTY RAILROAD CROSSING A COMPANY SEABOARD SYSTEM

Department of Transportation

PAUL N. PAPPAS SECRETARY

P.O. Box 1089 Lake City, Florida 32056-1089 June 19, 1985

Mr. R. E. Frame Chief Engineering Officer Seaboard System Railroad, Inc. 500 Water Street Jacksonville, Florida 32202

Dear Sir:

Subject: WPI No. 2128008, FAP No. RRP-000S(224)

Section 74000-6920, S.R. (Clinch Rd.)
Nassau County, Parcel 1 (R/W SIG-C)
Crossing No. 620812-S; RRMP: SMA-44.50

AC-157041

We are enclosing one (1) fully executed agreement dated June 10, 1985, involving your company and covering the installation of grade crossing traffic control devices estimated at \$53,700.00.

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 this District. It is necessary that you notify our office prior to the performance of any work by railroad forces at this location.

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.

Should additional information or meeting with Department representatives be needed, please let us know.

Sincerely yours,

11, I. heur

W. T. Crews

District Railroad Coordinator

WTC/kg

Enclosures: 8 conformed copies

cc: Mr. R. L. King, Nassau County Engineer

w/copy of Agreement

Mr. J. F. Scott, Resident Engineer, Attn: Mr. Howard Greene

w/copy of Agreement

Mr. E. M. Salley, Adm. Rail Operations

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## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF PUBLIC TRANSPORTATION

### RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY (County)

COUNTY	SECTION	RAIL JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	FAPNO.
74	000	6920	Clinch Rd.	Nassau	1 (SIG-C)	RRS-000S(124)

THIS AGREEMENT, made and entered into this 10 day of 100e	198
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,	hereinafter
called the DEPARTMENT, and SEABOARD SYSTEM RAILROAD, INC., a corporation	
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 pe	olitical sub-
division of the State of Florida, hereinafter called the COUNTY.	
•	

### WITNESSETH:

WHEREAS, the DEPARTMENT is co					
of the State Highway System, designated by	the DEPART!	MENT as J	lob No. 🔔	74000-6920	<u> </u>
between CR 108 an	d <u>Amilia</u>	River		., which cross	es at grade
the right-of-way and tracks of the COMPAN					
COMPANY'S Milepost SMA-45	, FDOT/AA	R Crossing	g Number	620812	2-S,
at or near Fernandia Beach, Florid	a as sh	own on l	DEPARTM	ENT's Plan	Sheet No.
, attach	ed hereto as p	art herco	f: and		

WHEREAS, the work contemplated hercunder is subject to the provisions of the Federal Highway Administration Federal Aid Highway Program Manual, Volume 1, Chapter 4 Section 3 (FHPM 1-4-3), as amended, and Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1 (FHPM 6-6-2-1), as amended, and DEPARTMENT'S Rule 14-46.02, Florida Administrative Code, as amended.

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 \$53,700.00 , 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 Standard Index Number 17882, and (3) FHPM 1-4-3 and FHPM 6-6-2-1, or Rule 14-46.02, all of which by reference are made a part hereof.

- 2. Provide protective services in accordance with U. S. Department of Transportation Manual of 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 therefor 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, pursuant to Paragraph A.1., as billed by the COMPANY, pursuant to Paragraph A.3.
  - 2. Retain ten percent from any progress payment.

### C. The PARTIES agree:

- 1. That the cost for the operation and maintenance of the devices by the COMPANY shall be shared as follows:
- (a) Fifty percent (50%) 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. 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 a third party.
- 3. Each party does hereby indemnify and hold harmless each other from all liability, claims and judgments (including attorney's fees) arising out of work undertaken by any such party pursuant to this agreement, due to the negligent acts or omissions of their contractors, subcontractors, employees, agents or representatives, respectively, except as otherwise covered by bonds or insurance. This provision is a reciprocal covenant and in the event any portion hereof is found by a court of competent jurisdiction to be unenforceable, then this entire Article C.3. shall thereafter be unenforceable in all respects.

4. 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 as otherwise provided herein.

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

BY:  DEPARTMENT OF TRANSPORTATION  BY:  DIRECTOR OF Public Transportation Operation  ATTEST:  Executive Secretary	(SEAL)
SEABOARD SYSTEM RAILROAD, INC.  BY:  Chief Engineering Officer  ATTEST:  Secretary	(SEAL)
Nassau COUNTY, FLORIDA  BY: John F. Clayton  (Title: John ATTEST: John	(SEAL)
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  BY:	JAMES E. ST. JOHN ivision Administrator ederal Highway Administration
APPROVED - FISCAL  MAY 30 1985	: :