

# **Department of Transportation**

P.O. Box 1089 ECRETARY Lake City, Florida 32056-1089 December 15, 1983

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

Dear Sir:

Section 74000-6916, State Road (Harts Rd.) Nassau County, Parcel 1 (R/W SIG-C) Crossing No. 620823-E; RPMP: S-614.10 FAP No. RRP-000S(170)

We are enclosing one (1) fully executed agreement dated November 21, 1983, involving your company and covering the installation of grade crossing traffic control devices estimated at \$34,800.00.

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 this District. Please extend advance notification of work by Railroad forces to this office.

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,

W. T. Crews District Railroad Coordinator

WIC/kag

Enclosure: Eight (8) conformed copies of agreement.

ccr Ms R. . King, Nassau County Engr., w/copy of agreement Mr. W. H. King, Res. Engr., Attn: Mr. Howard Greene, w/copy of agreement Mr. E. M. Salley, P.E., Adv. Rail Operations FORM 841-21 (SBD) 1-83 PAGE 1 OF 3

#### 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	6916	Harts Rd.	Nassau	1 (SIG-C)	RRP-000S(170)

THIS AGREEMENT, made and entered into this 21<sup>th</sup> day of <u>Movember</u> 198<u>3</u>, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and SEABOARD SYSTEM RAILROAD, 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 <u>Nassau County</u>, a political subdivision of the State of Florida, 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,
between <u>Nassau River</u> and <u>Yulee</u> , which crosses at grade
the right-of-way and tracks of the COMPANY at a point <u>573.46</u> feet <u>south</u> from the
COMPANY'S Milepost <u>S-614</u> , FDOT/AAR Crossing Number <u>620823-E</u> ,
at or nearYulee, Florida, as shown on DEPARTMENT's Plan Sheet No.
2 attached hereto as part hereof; and

WHEREAS, the work contemplated hereunder 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 <u>\$34,800.00</u>, 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.

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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.

#### TATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF PUBLIC TRANSPORTATION

#### COUNTY RESOLUTION

## GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

COUNTY	SECTION	RAIL JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	F A P NO.
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74	000	6916	Harts Rd.	Nassau	1 (SIG-C)	RRP-000S(170)

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. 83-56

ON MOTION OF Commissioner <u>Claston</u>, seconded by Commissioner <u>Sectore</u>, 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 <u>Nassau River</u> and <u>Yulee</u>, 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 <u>Nassau</u> COUNTY, FLORIDA:

Nassau That \_\_\_\_\_ County enter into a RAILROAD REIMBURSEMENT AGREE Railroad. Inc. MENT with the State of Florida Department of Transportation and the Company for the installation and maintenance of certain grade crossing traffic control devices 74000-6916 Harts Rd. designated as lob No. \_ \_\_\_\_ on \_\_\_ crosses the right of way and tracks of the Company at FDOT/AAR Crossing Number \_ 620823-E \_\_\_\_, Florida; and, located near \_\_\_\_\_ Yulee

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 Seaboard System 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
INTRODUCED AND PASSED by County, Florida, in regular session, this	18.th	day of	October	<u>3</u>

Clerk of the Board of County Commissioners

Chairman of the Board of County Commissioners

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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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS AVAILABLE APPROVED - FISCA SEAL) BY2 dministration NOV 07 1983 ATTEST: **Executive Secretary** SEABOARD SYSTEM RAILROAD, INC. BY: (SEAL) hief Engineeri Offider ATTEST: cretary Nassau \_ COUNTY, FLORIDA BY: . (SEAL) Irman (Title: ATTEST: Examined and Approved: \_ Approved as to Form, Legality and Execution STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY: Division Administrator Assistant Attorney Federal Highway Administration

74000-6916

RESOLUTION NO. 81-25

RESOLUTION AUTHORIZING THE EXECUTION OF THE SIGNAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.

On motion of <u>Commissioner Hodges</u> seconded by <u>Commissioner Blackwelder</u>, the following resolution was adopted:

WHEREAS, the Board of County Commissioners of Nassau County, Florida, deem it in the public interest to maintain the costs of the operation of traffic signals located on State Road/Street (Harts Road), Section 74000-xxxx, Nassau County, Crossing No: 620823-E; RR MP: S-614.10, Seaboard Coast Line Railroad Company.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

- The Board concurs in the need for said signalization and agrees to pay for the cost of annual maintenance as per attachment.
- The type of signals to be installed are of Type I, Class
  I.

ADOPTED IN REGULAR BOARD OF COUNTY COMMISSION MEETING ON

1981.

ATTEST:

THE

2/st

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DAY OF

T. J. Freeson, Clerk of Court

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

COUNTY	SECTION	RAIL JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	FAP NO.	
74	000	6916	Harts Rd.	Nassau	1 (SIG-C)	RRP-0005(170)	

## Seaboard System Railroad, Inc.

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A.	JOB DESCRIPTION & LOCATION: Harts Rd. south of Yulee	
B.	TYPE OF ROADWAY FACILITY:	
Ċ.	FDOT/AAR XING NO.: 620823-E RR MILE POST TIE: 5-614-10	
D.	TYPE SIGNALS PROPOSED: CLASS INDEX: 17882	_

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

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Annual Maintenance Cost Exclusive of Installation					
CLASS	DESCRIPTION	COST*			
Ι	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:	20.05, F.S.
SPECIFIC LAW IMPLEMENTED:	338.21, F.S.

#### SEABOARD SYSTEM RAILROAD

To: Florida Department of Transportation Project Ref. 74000-6916 Location: Yulee, Fla. SBD Mile Post: S 614.10 Route: Harts Road Description: Install Automatic Highway Crossing Flashing Light Signals and Bell.

	Estimate	d Cost		
Material Cost \$	19,400.			
Sales Tax	970.			•
Handling	970.			,
Transportation to Project	50.			
Total Material Cost		\$21,390.	· .	
Credit for Released Material		00.		
Net Material Cost			\$21,390.	
Engineering		1,100.	• • •	
Plus Composite Additive		684.		• • •
Total Engineering			1,784.	•
Construction Labor		4,390.		
Plus Composite Additive		2,065.		
Total Construction Labor			6,455.	
Supplemental Annuity on Labor			48.	
Travel Allowance and Lodging			1,000.	
Transportation of Equipment to Proje	ct		120.	
Equipment Rental			839.	
Estimated Material and Labor Cost				\$31,636.
Contingencies				3,164.
TOTAL ESTIMATED COST				\$34,800.
Railroad Portion				00.
Outside Party Estimated Cost				\$34,800.
Office of Chief Communications & Sig Jacksonville, Fla. Date: 8-5-4	nals Office 33 - cvs	er		

#### SEABOARD SYSTEM RAILROAD

## To: Florida Department of Transportation

Project Ref.: 74000-6916

County: Nassau

Location: Yulee, Fla.

SBD Mile Post: S 614.10

Drawing No.

Route: Harts Road

Crossing Inv. No. 620823 E

Description: Install Automatic Highway Crossing Flashing Light Signals and Bell.

## Estimate of Signal Material and Cost

1 -	rectifiers, lightning protective devices, etc. - Lot Field Materials, including foundations, pipe, cables, battery,	5,381.
2 -	battery boxes, insulated rail joints, etc. - Signal Assembly, complete with 4 lamp units on mast	1,937.
	Material Cost	\$19,400.

Office of Chief Communications and Signals Officer Jacksonville, Fla. Date: 8-5-83 - cvs





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