

Department of Transportation

PAUL N. PAPPAS SECRETARY

Division of Public Transportation

P.O. Box 1089 Lake City, Florida 32056-1089 May 29, 1985

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

Dear Sir:

Subject: WPI No. 2128049, FAP No. RRMP-000S(130)

Section 74000-6917, State Road (Tracy Rd.)

Nassau County, Parcel 1 (R/W SIG-C) Crossing No. 620728-J; RRMP: A-606.50 RR File No. 51-0-Fla.(Boulogne)-BLP

(AC-157038)

We are enclosing one (1) fully executed agreement dated May 14, 1985, involving your company and covering the installation of grade crossing traffic control devices estimated at \$74,100.00.

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 provisons 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

WTC/kag

Enclosure: 8 conformed copies

cc: Mr. R. L. King, Nassau County Engineer, w/copy of Agreement

Mr. Jim Scott, Resident Engineer, w/copy of Agreement

Attention: Mr. Howard Greene

Mr. E. M. Salley, Adm. Rail Operations (2 copies)

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	6917	Tracy Rd.	Nassau	1 (SIG-C)	RRP-000S (130)

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THIS AGREEMENT, made and entered into this day of may 1985, 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 Nassau County 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. 74000-6917, between
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 I (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 \$74.100.00 , 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.

- 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	
BY: Director of Public Transportation Operations	(SEAL)
ATTEST:	
SEABOARD SYSTEM RAILROAD, INC.	
BY: Chief Engine Pring Officer	(SEAL)
ATTEST: /s////Secretary	
Nassau COUNTY, FLORIDA BY: Son J. Clay by (Title: Claimany, Board & County County) ATTEST:	(SEAL)
Approved as to Form, Legality and Execution E. STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	xamined and Approved: MAY 2 1 1985
BY: Assistant Attorney	James S. M. John- Tylsion Administrator
Pon P E	ederal Highway Administration

FUNDS AVAILABLE APPROVED - FISCAL

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

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 Tracy Road
Section 74000-6917, Nassau County, Crossing No: 620728-J RRMP
A-606.58 SEABOARD SYSTEM RAILROAD, INC.

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

The December of the Comment of the C

- The Board concurs in the need for said signalization and agrees to pay for the cost of annual maintenance as per attachment.
- 2. The type of signals to be installed are of Type 1, Class 1.

 ADOPTED IN REGULAR BOARD OF COUNTY COMMISSION MEETING ON THE

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY

BY: John F. Claxton
Its: Chairman

ATTEST:

T. J. Greeson

Its: Ex-Officio Clerk

FORM 841-37

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	6917	Tracy Rd.	Nassau	1 (SIG-C)	RRP-000S (130)

Seaboard System Railroad, Inc.

A.	JOB DESCRIPTION & LOCATION: Tracy Road near Boulougne, Florida.	
В.	TYPE OF ROADWAY FACILITY: 2-lane rural	
	FDOT/AAR XING NO.: 620728-J RR MILE POST TIE: A-606.58	
	TYPE SIGNALS PROPOSED:III CLASSIV INDEX:17882	
D.	TYPE SIGNALS PROPOSED: CLASS INDEX: INDEX:	_

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

07.100	DEGOD IDAYON	COSTA
CLASS	DESCRIPTION	<u>COST</u> [#]
I	Flashing Signals - One Track	\$ 650.00
. II	Flashing Signals - Multiple Tracks	\$ 860.00
Ш	Flashing Signals and Gates - One Track	\$ 980.00
IV	Flashing Signals and Gates - Multiple Tracks	\$1,230.00

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

February 3, 1971

GENERAL AUTHORITY:

EFFECTIVE DATE:

20.05, F.S.

SPECIFIC LAW IMPLEMENTED: 338.21, F.S.

SEABOARD SYSTEM RATLROAD

Office of Chief Communications & Signals Officer Jacksonville, Fla. Date: 12-6-84 - cvs

To: Florida Department of Transportation
Project Ref. 74000-6917 County: Nassau
Location: Boulogne, Fla.
SBD Mile Post: A 606.58
Route: Tracy Road Crossing Inv. No. 620728 J
Description: Install Automatic Highway Crossing Flashing Light Signals, Gates and Bells

Material Cost \$41,400.	
naterial cost ##1,400.	
Sales Tax 2,070.	••
Handling 2,070.	
Transportation to Project 460.	
Total Material Cost \$46,000.	
Credit for Released Material 00.	
Net Material Cost \$46,000.	
Engineering 1,700.	. •
Plus Composite Additive 1,006.	
Total Engineering 2,706.	
Construction Labor 11,706.	
Plus Composite Additive 6,389.	
Total Construction Labor 18,095.	•
Supplemental Annuity on Labor 96.	
Travel Allowance and Lodging 2,000.	
Transportation of Equipment to Project 120	
Equipment Rental 1,554.	
Estimated Material and Labor Cost	\$70,571.
Contingencies	3,529.
TOTAL ESTIMATED COST	\$74,100.
Railroad Portion	00.
Outside Party Estimated Cost	\$7 4,1 00.

SEABOARD SYSTEM RAILROAD

o: Florida Department of Transportation

Project Ref.: 74000-6917

County: Nassau

Location: Boulogne, Fla.

SBD Mile Post: A 606.58

Drawing No.:

Route: Tracy Road

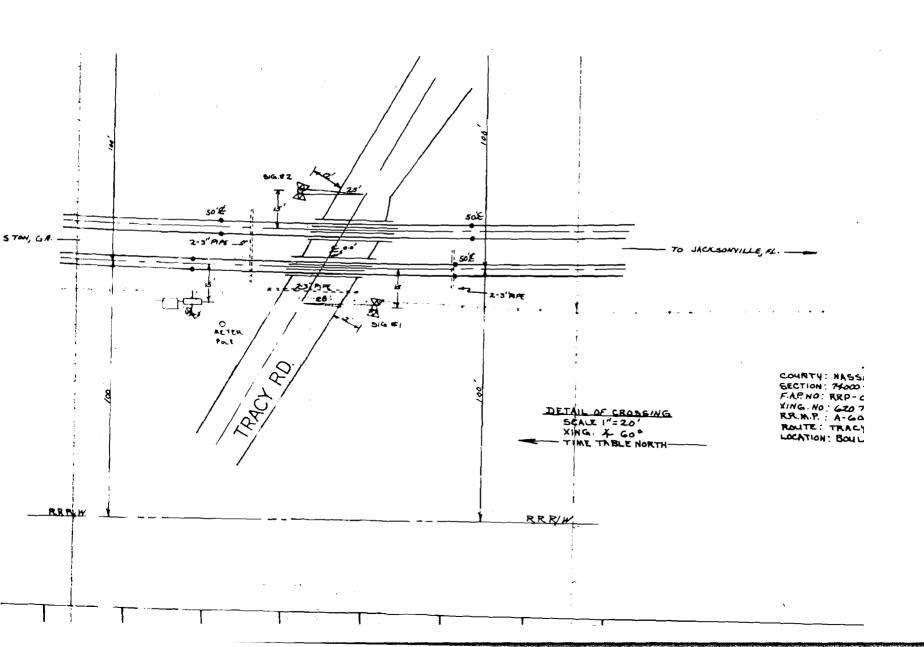
Crossing Inv. No.: 620728 J

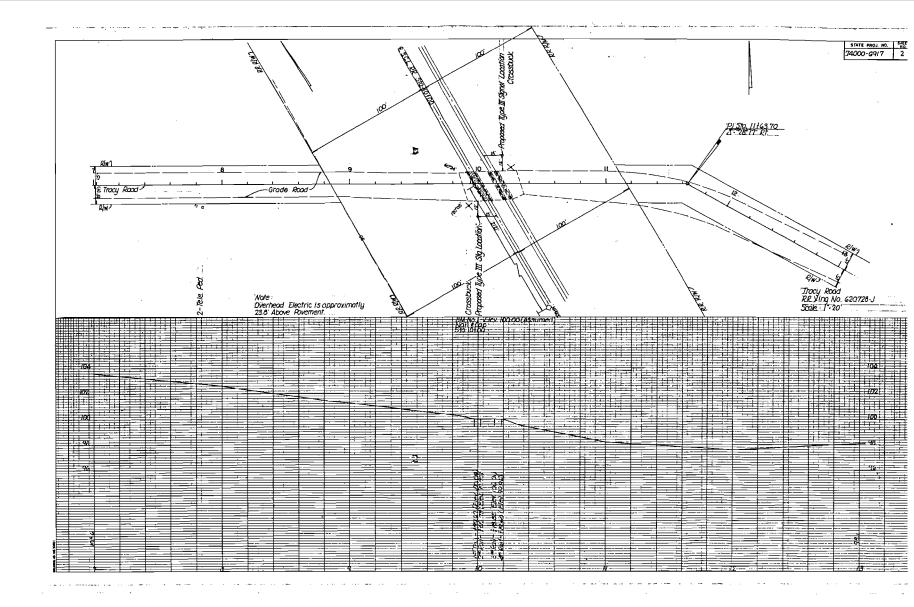
Description: Install Automatic Highway Crossing Flashing Light Signals Gates and Bells.

Estimate of Signal Material and Cost

 1 - Lot Control Equipment, including cases, control apparatus, rectifiers, lightning protective devices, etc. 	\$23,905.
1 Lot Field Materials, including foundations, pipe, cables, battery, battery boxes, etc.	9,919.
7 Combination Gate and Signal Assembly, complete with 25 Ft. arm and 4 lamp units on mast	3,760.
1 - Combination Gate and Signal Assembly, complete with 28 Ft. arm and 4 lamp units on mast	3, 816.
Material Cost	\$41,400.

Office of Chief Communications and Signals Officer Jacksonville, Fla. Date: 12-6-04 - cvs





THIS CONTRACT PLAN SET INCLUDES

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

RAILROAD SIGNAL PLANS

PLANS OF PROPOSED

STATE HIGHWAY

INDEX OF RAILROAD SIGNAL PLANS
HEST NO SHEET DESCRIPTION

SHEET NO SHEET

Key Map

F. A. PROJ. NO. RRP-000S(130) ESTATE PROJ. NO. 74000 - 6917

ROAD DESIGN STANDARDS (BOOKLET DATED JANUARY 1981)

201

lardard Attreviations

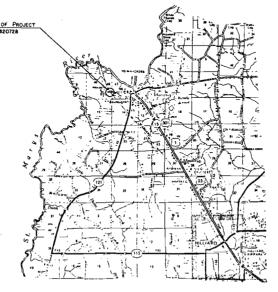
TRAFFIC OPERATIONS STANDARDS (BOOKLET DATED JANUARY 1981)

17882

Railroad Grade Crossing Traffic Control Devices

NASSAU COUNTY

Tracy Road





LOCATION OF PROJECT

BUDGET ITEM NO. 228049

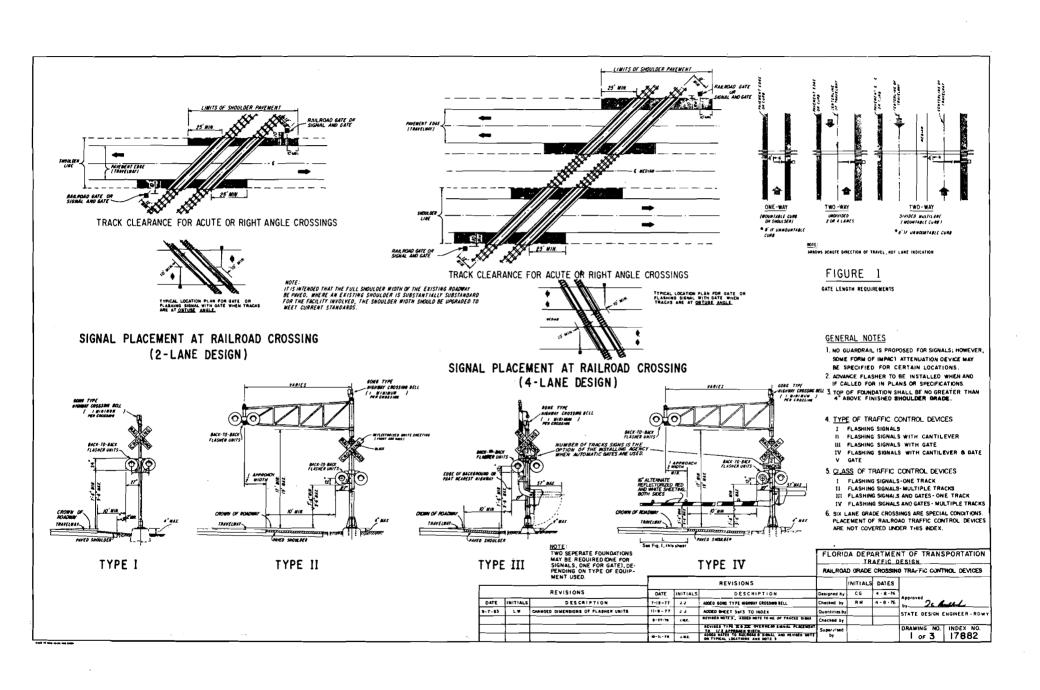
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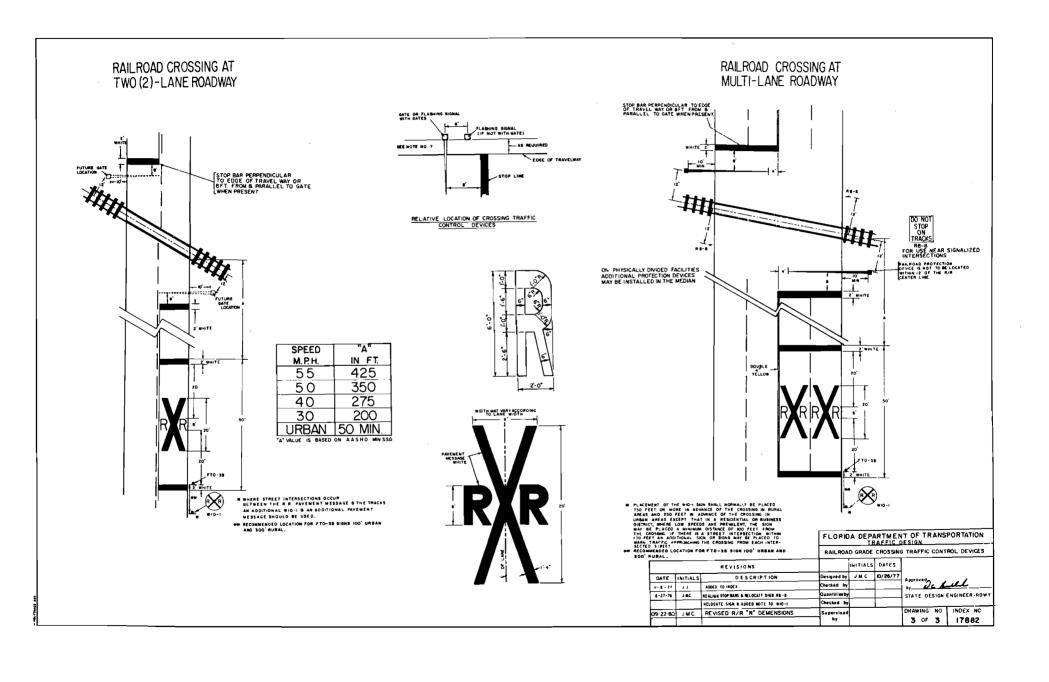
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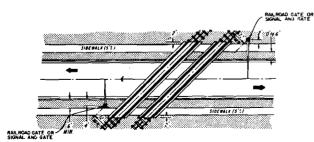
DIRECTOR OF PRECONSTRUC

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VISION ADMINISTRATOR

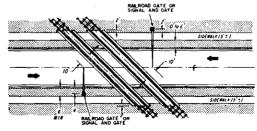






ACUTE ANGLE (AND RIGHT ANGLE)

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



OBTUSE ANGLE

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

GENERAL NOTES

- THE LOCATION OF FLASHING SIGNALS AND STOP LINES SHALL BE ESTABLISHED BASED ON FUTURE FOR PRESENT! INSTALLATION OF GATES WITH APPROPRIATE TRACK (LEARANCES
- WHERE PLANS CALL FOR RALROAD TRAFFIT CONTROL DEVICES TO BE INSTALLED IN CURBED MEDIANS, THE MINIMUM MEDIAN WIDTH SHALL BE TO FEET
- 9 LOCATION OF RAN BOAD TRAFFIC CONTROL DEVICE IS BASED ON THE DISTANCE AVAILABLE BETWEEN FACE OF CURB & SIDEWALK.
 - D' TO 6' LOCATE DEVICE DUTSIDE SIDEWALK OVER 6' - LOCATE DEVICE BETWEEN FACE OF
 - CURB AND SIDEWALK.
- STOP LINE TO BE PERPENDICULAR TO EOGE OF ROADWAY, APPROX IS FROM NEAREST RAIL: OR 8 FROM AND PARALI EL TO GATE WHEN PRESENT.

