

Department of Transportation

PAUL N. PAPPAS SECRETARY

Division of Public Transportation

P.O. Box 1089 Lake City, Florida 32056-1089 May 31, 1985

0/3/85/U

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

Dear Sir:

Subject: WPI No. 2128005, FAP No. RRP-000S(130)

Section 74000-6914, State Road (Dyal Rd.)

Nassau County, Parcel 1 (R/W SIG-C) Crossing No. 620738-P; RRMP: A-619.60 RR File No. 51-0-Fla.(Callahan)-BLP

(AC-157040)

We are enclosing one (1) fully executed agreement dated May 16, 1985, involving your company and covering the installation of grade crossing traffic control devices estimated at \$74,600.00.

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,

W. T. Crews

District Railroad Coordinator

WTC/kag

Enclosure: 8 conformed copies

cc: Mr. L. King, Nassau County Engineer

w/copy of Agreement

Mr. Jim Scott, Resident Engineer - Attn: Mr. Howard Greene

w/copy of Agreement

Mr. Gary Bechdol, Amtrak Pilot Project Mr. E. M. Salley, Adm. 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	6914	Dyal Rd.	Nassau	l (SIG-C)	RRP-000S(130)

THIS AGREEMENT, made and entered into this day of day of day of heg hy 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. 74000-6914 betweenCallahan and Hilliard, which crosses at grade the right-of-way and tracks of the COMPANY at a point2048 feet north from the COMPANY'S MilepostA-620, FDOT/AAR Crossing Number620738=P at or near Callahan. Florida, as shown on DEPARTMENT's Plan Sheet No 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 \$74,600.00, 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.

DEPARTMENT OF TRANSPORTATION	
BY: MUNICIPAL AND	(SEAL) n Operations
ATTEST: <u>Sym da Weldon</u> Executive Secretary	
SEABOARD SYSTEM RAILROAD, INC. BY: Chief Engineering Officer	(SEAL)
ATTEST: KUIS Secretary	
BY: John F. Clay tor (Title: Chairpage, Doard of Country Comm.)	(SEAL)
ATTEST: Mee	
Approved as to Form, Legality and Execution STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	Examined and Approved:
BY: Assistant Attorney	Ames Machanistrator Federal Highway Administration
FUNDS AVAILABLE APPROVED - FISCAL	

APR 26 1985

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.

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.
- 2. The type of signals to be installed are of Type 1, Class 1.

 ADOPTED IN REGULAR BOARD OF COUNTY COMMISSION MEETING ON THE

 19 to DAY OF March, 19 85.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY

John F. Claxton

ATTEST?

T. J. Greeson

Its: Ex-Officio Clerk

FORM 841-37 1-83 PAGE 1 OF 1

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	6914	Dyal Rd.	Nassau	1 (SIG-C)	RRP-000S (130)

_____AGEN

Seaboard System Railfoad, Inc.

A.	JOB DESCRIPTION & LOCATION: Dyal Road north of Callahan	
B.	TYPE OF ROADWAY FACILITY: 2-lane rural	
C.	FDOT/AAR XING NO.: 620738-P RR MILE POST TIE: A-619.60	
D	TYPE SIGNALS PROPOSED. III CLASS IV INDEX: 17882	

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

	Annual Maintenance Cost Exclusive of Installation	
CLASS	DESCRIPTION	COST*
I	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

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

Office of Chief Communications & Signals Officer

Jacksonville, Fla.

Date: 12-11-84 - cvs

Project Ref. 74000-6914 Location: Callahan, Fla. SBD Mile Post: A 619.60

Route: Dyal Road

Crossing Inv. No. 620738 P

County: Nassau

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

		•		
	Estimated Cost			
Material Cost	\$41,700.			
Sales Tax	2,085.			
Handling	2,085.			
Transportation to Project	530.			
Total Material Cost		\$46,400.		
Credit for Released Material		00.		
Net Material Cost			\$46,400.	
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 Pro	oject		120.	
Equipment Rental			1,631.	
Estimated Material and Labor Cost				\$71,048.
Contingencies				3,552.
- TOTAL ESTIMATED COST				\$74,600.
Railroad Portion				00.
Outside Party Estimated Cost			•	\$74,600.
			*	

SEABOARD SYSTEM RAILROAD

To: Florida Department of Transportation

Project Ref.: 74000-6914

County: Nassau

Location: Callahan, Fla.

SBD Mile Post: A 619.60

Drawing No.:

Route: Dyal Road.

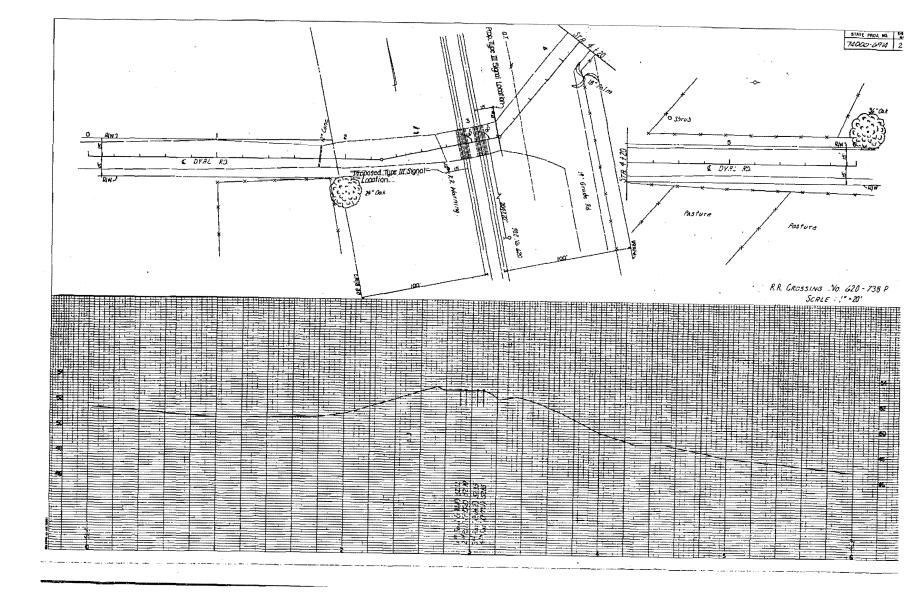
Crossing Inv. No.: 620738 P

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

Estimate of Signal Material and Cost

and 4 lamp units Material Cost	\$41,700.
1 - Combination Gate and Signal Assembly, complete with 20 Ft. arm	3,760.
1 - Combination Gate and Signal Assembly, complete with 25 Ft. arm and 6 lamp units on mast	4,344.
1 - Lot Field Materials, including foundations, pipe, cables, battery battery boxes, etc.	9,634.
 Lot Control Equipment, including cases, control apparatus, rectifiers, lightning protective devices, etc. 	\$23,962.

Office of Chief Communications and Signals Officer Jacksonville, Fla. Date: 12-11-84 - cvs



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD SIGNAL PLANS

PLANS OF PROPOSED

STATE HIGHWAY

LOCATION OF PROJECT

BUDGET ITEM No. 228005

INDEX OF RAILROAD SIGNAL PLANS SHEET NO SHEET DESCRIPTION

F. A. PROJ. NO. RRP-000S(130) STATE PROJ. NO. 74000-6914

ROAD DESIGN STANDARDS (BOOKLET DATED JANUARY 1981)

NASSAU

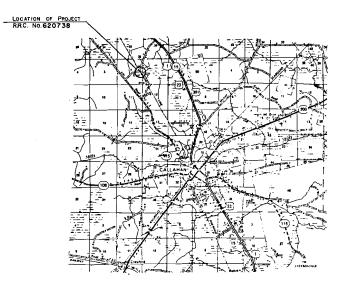
COUNTY

DYA'L RD.

Standard Abbreviations
Standard Symbols for Key Mops and Plan Sheets (3 Sheets)

TRAFFIC OPERATIONS STANDARDS (BOOKLET DATED JANUARY 1981)

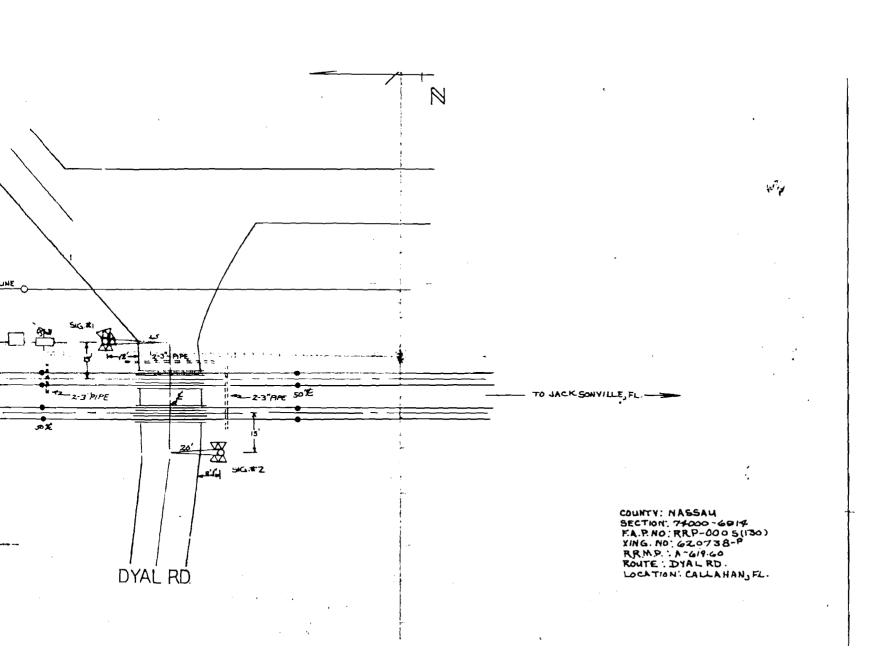
Railroad Grade Crossing: Traffic Control Devices (3 Sheets)



ATTENTION 13 DIRE THESE PLANS MAY SIZE BY REPRODUCT CONSIDERED WHEN 1 - MILE

GOVERNING SPECIFICA

DESIGNER & LORD



9-7-83 L.W.

CHANGED DIMENSIONS OF FLASHER UNITS

11-9-77 JJ

0-27-76 AMG

ACCED SHEET 3e/3 TO INCEX

REVISED TO IT & ADDESS NOTE ON THE STATE STATES

TO 1/A APPROACH WIDTH.
ADDES SATES TO RAIL ROAD SIGNAL AND SAVINED WOTE
OR THYCAL LOCATIONS AND MOTE 3.

Cupatities I

Checked by

STATE DESIGN ENGINEER - ROW

1 of 3 | 17882

