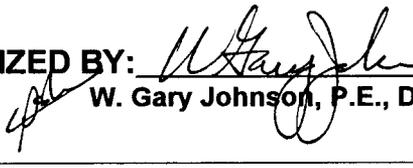


**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Agreement with CSX Transportation, Inc., in
Conjunction with the Airport Boulevard, Phase II Project.

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY:  **CONTACT:** Jerry McCollum, P.E. EXT. 5651
W. Gary Johnson, P.E., Director

Agenda Date 10-11-05 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

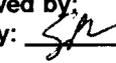
MOTION/RECOMMENDATION:

Approve and accept a revised Exhibit "D" - CSX Transportation Inc., Force Account Estimate, Proposed Crossing Layout sheet and Crossing Warning Device Circuitry Sheet (C05 A) as part of the attached Construction Agreement with CSX Transportation Inc., in conjunction with the Airport Boulevard, Phase II Project.

District 5 – Commissioner Carey (Jerry McCollum, P.E.)

BACKGROUND:

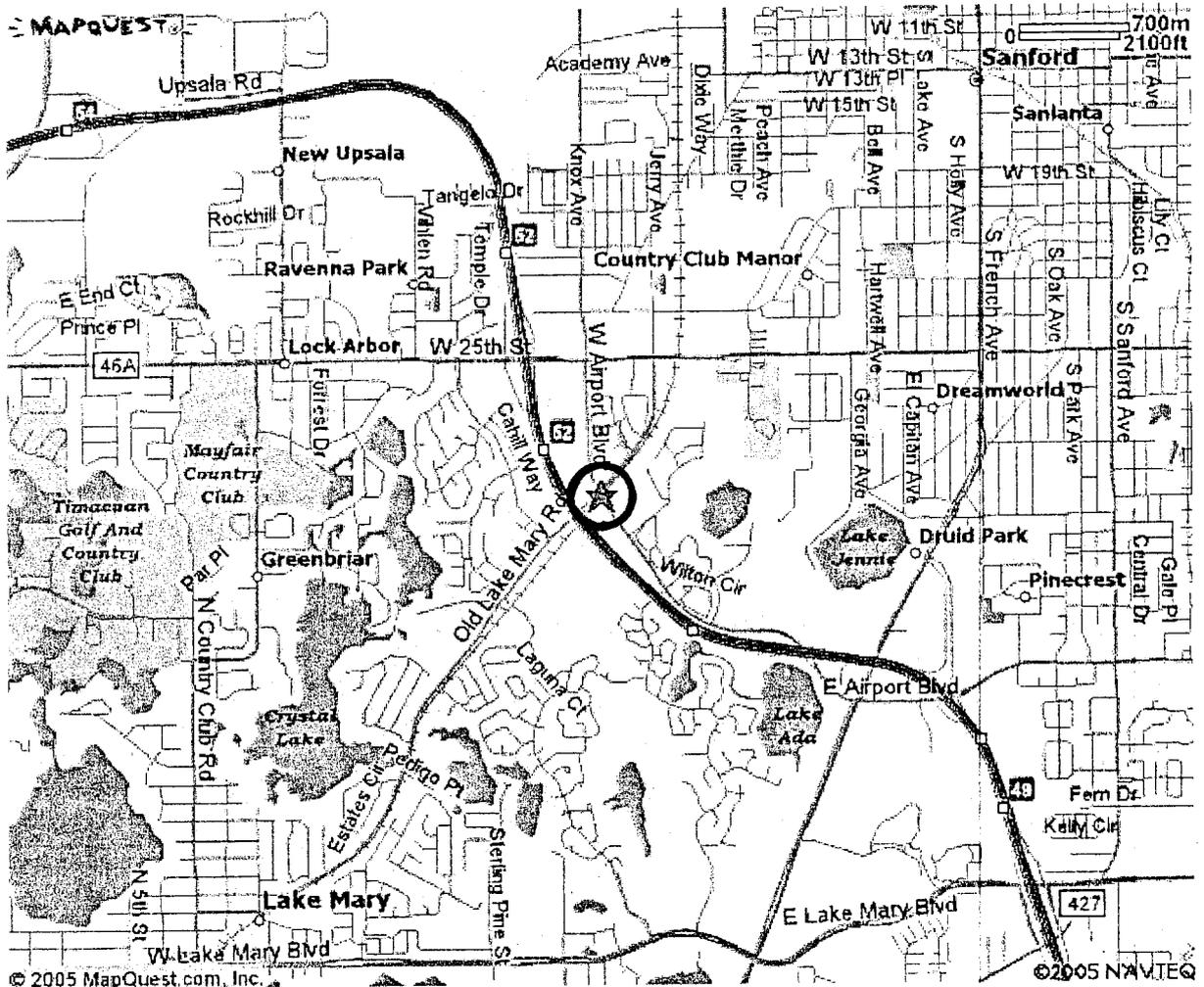
The Construction Agreement with CSX Transportation, Inc., was approved by the Board at their regularly scheduled meeting June 23, 2005. At that time, the design plans showed a sidewalk on the east side of the roadway and CSX had estimated that the Reimbursable Expenses for the crossing work would be \$355,568. However, recently a sidewalk was added to the west side of Airport Boulevard in the vicinity of the CSX railroad crossing, thereby making it necessary for CSX to revise their signal plans to allow for additional signal and flagging work in the amount of \$75,245. Additional sidewalk projects in the area (Old Lake Mary Road, County Road 46A Phase III, and other future projects) also provide system connectivity to existing and future sections of sidewalk on Airport Boulevard. Therefore, Exhibit "D" CSX Transportation Inc., Force Account Estimate was revised to incorporate these expenses and now totals \$430,813.

Reviewed by: _____
Co Atty: 
DFS: _____
Other: _____
DCM: 
CM: 
File No. CPWE01

Staff recommends that the revised Exhibit "D", Proposed Crossing Layout Sheet and the Crossing Warning Device Circuitry Sheet (C05-A) be approved and incorporated into the attached agreement.

Upon Board approval of the revised Exhibits and issuance of a check for the additional \$75,245 in costs, CSX will proceed with final execution of the Agreement and initiation of needed construction activities.

Attachments: Location Map
Construction Agreement
Revised Exhibit "D"
Proposed Crossing Layout Sheet
Crossing Warning Device Circuitry Sheet (C05A)
(Full Exhibits to the Construction Agreement are
available for review in the County Engineer's Office)



LOCATION MAP

Project:
Lake Mary, Seminole County, FL
Widening crossing at Airport Boulevard with Omni Improved Full width concrete
and removal of existing crossing protection with new improved crossing protection
622 061 J; A-771.10
CSXT OP# FL0717
Phase II

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made as of _____, 2004, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and Seminole County, a body corporate and political subdivision of the State of Florida ("Agency").

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, widening of existing crossing and replace entire crossing surface at Airport Boulevard, DOT# 622 061 J; RRMP# A-771.10, with Omni improved full width concrete crossing surface and removal of existing crossing protection to be replaced with improved crossing protection at new location (the "Project").
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to

and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans and improvements satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than October 1, 2005, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket

expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project

up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

- 10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.
- 10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.
- 10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation, Inc.
Liberty Business Park
4901 Belfort Road, Suite 130
Jacksonville, Florida 32256
Attention: Leslie L. Scherr

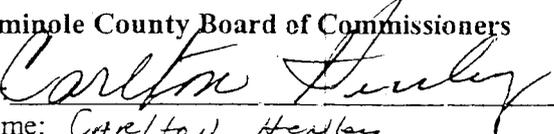
If to Agency:

Seminole County Board of Commissioners
520 W. Lake Mary Boulevard, Ste. 200
Sanford, FL 32773
Attention: _____

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of **Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

Seminole County Board of Commissioners

By: 

Name: Carlton Herley

Title: BCC CHAIRMAN

CSX TRANSPORTATION, INC.

By: _____

Richard M. Kadlick,

Vice President Engineering & Mechanical
Standards & Quality

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Exhibit "D"

ACCT. CODE : 709 - FL0717

ESTIMATE SUBJECT TO REVISION AFTER:	1/30/2006	DOT NO.: 622061J
CITY: Lake Mary	COUNTY: Seminole	STATE: FL
DESCRIPTION: Widening of crossing and install new Omni improved full width concrete crossing at Airport Blvd and replace existing crossing protection with improved crossing protection at new location		
DIVISION: Jacksonville	SUB-DIV: Sanford	MILE POST: A-771.1
AGENCY PROJECT NUMBER: Airport Blvd. Phase II		

PRELIMINARY ENGINEERING:

Labor (Non Contract)	\$ 1,250
Surcharge 40.70%	\$ 509
Expenses	\$ 235
Contracted & Administrative Engineering Services	\$ 22,500
	<u>\$ (16,500)</u>
Subtotal	\$ 7,994

CONSTRUCTION ENGINEERING/INSPECTION:

Labor (Non Contract)	\$ 500
Surcharge 40.70%	\$ 204
Expenses	\$ 94
Contracted & Administrative Engineering Services	\$ 3,500
	<u>\$ 4,298</u>
Subtotal	\$ 4,298

FLAGGING SERVICE: (Contract Labor)

Labor (Conductor-Flagman)	\$ -
Labor (Foreman/Inspector)	\$ 6,600
Surcharge 118.13% (Transportation Department)	\$ -
Surcharge 109.97% (Engineering Department)	\$ 7,258
Per Diem (Engineering Department)	\$ -
Expenses	\$ 1,350
	<u>\$ 15,208</u>
Subtotal	\$ 15,208

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ 277,658

TRACK WORK: (Details Attached) \$ 101,186

ACCOUNTING & BILLING:

Labor	\$ 5,100
Surcharge 91.78%	\$ 4,681
Expenses	\$ 765
	<u>\$ 10,546</u>
Subtotal	\$ 10,546

PROJECT SUBTOTAL \$ 416,889

CONTINGENCIES: 10.00% (Excludes Signal) \$ 13,923

GRAND TOTAL *** \$ 430,813**

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Improvements--Jacksonville, Florida
 Estimated prepared by: RL Ice HDR Engineering, Inc. (904) 598-8974
 DATE: 7/22/2004 REVISED: 8/3/2005 D.Krafft

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Exhibit "D"

ACCT. CODE : 709 - FL0717
Pub EB - 3 GFP

ESTIMATE SUBJECT TO REVISION AFTER:	1/30/2006	DOT NO.: 622061J
CITY: Lake Mary	COUNTY: Seminole	STATE: FL
DESCRIPTION: Widening of crossing and install new Omni improved full width concrete crossing at Airport Blvd and replace existing crossing protection with improved crossing protection at new location		
DIVISION: Jacksonville	SUB-DIV: Sanford	MILEPOST: A-771.1
DRAWING NO.: 622061J	DRAWING DATE: 7/22/2004	
AGENCY PROJECT NUMBER: Airport Blvd. Phase II		

PRELIMINARY ENGINEERING:

Labor (Non Contract)	5 Days @	\$ 250.00	\$ 1,250
Surcharge 40.70%			\$ 509
Expenses			\$ 235
Contracted & Administrative Engineering Services			\$ 22,500
Previously Authorized			\$ (16,500)
Subtotal			\$ 7,994

CONSTRUCTION ENGINEERING/INSPECTION:

Labor (Non Contract)	2 Days @	\$ 250.00	\$ 500
Surcharge 40.70%			\$ 204
Expenses			\$ 94
Contracted & Administrative Engineering Services			\$ 3,500
Subtotal			\$ 4,298

FLAGGING SERVICE: (Contract Labor)

Labor (Conductor-Flagman)	0 Days @	\$ -	\$ -
Labor (Foreman/Inspector)	30 Days @	\$ 220.00	\$ 6,600
Insurance 21.00%			\$ 1,386
Surcharge 97.13% (Transportation Department)			\$ -
Surcharge 88.97% (Engineering Department)			\$ 5,872
Per Diem (Engineering Department)	0 Weeks @	\$ 360.00	\$ -
Expenses	30 Days @	\$ 45.00	\$ 1,350
Subtotal			\$ 15,208

SIGNAL WORK:

Temporary (Details Attached)	\$ -
Permanent (Details Attached)	\$ 277,658
Subtotal	\$ 277,658

COMMUNICATIONS WORK:

Temporary (Details Attached)	\$ -
Permanent (Details Attached)	\$ -
Subtotal	\$ -

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Exhibit "D"

ACCT. CODE : 709 - FL0717
Pub EB - 3 GFP

TRACK: LABOR

Remove Existing Crossing	88	MAN-HRS	\$ 19.75	\$ 1,738
Construct Track Panel	200	MAN-HRS	\$ 19.75	\$ 3,950
Install Track Panel	107	MAN-HRS	\$ 19.75	\$ 2,113
Install Cross Ties (Approach)	10	MAN-HRS	\$ 19.75	\$ 198
Install Transition Rails	48	MAN-HRS	\$ 19.75	\$ 948
Install Epoxy Insulated Jts.	0	MAN-HRS	\$ 19.75	\$ -
Install Std. Insulated Jts.	8	MAN-HRS	\$ 19.75	\$ 158
Install Offset or Joint Bars	10	MAN-HRS	\$ 19.75	\$ 198
Install Field Welds	60	MAN-HRS	\$ 19.75	\$ 1,185
Install Geo-Textile Fabric		MAN-HRS	\$ 19.75	\$ -
Install Sub-Drains		MAN-HRS	\$ 19.75	\$ -
Install Ballast	25	MAN-HRS	\$ 19.75	\$ 494
Line and Surface	98	MAN-HRS	\$ 19.75	\$ 1,936
Install Concrete Surface	124	MAN-HRS	\$ 19.75	\$ 2,449
Install Full Depth Rubber	0	MAN-HRS	\$ 19.75	\$ -
Install RS/Asphalt Surface	0	MAN-HRS	\$ 19.75	\$ -
Install CSX Conc./RS Surface	0	MAN-HRS	\$ 19.75	\$ -
Clean-Up	20	MAN-HRS	\$ 19.75	\$ 395
Insurance	21.00%			\$ 3,310
Surcharge	88.97%			\$ 14,022
Subsistence	80	MAN-DAY	\$ 90.00	\$ 7,200
Subtotal				\$ 40,292

TRACK: MATERIAL

Cross Ties, 10 ft (Panel)	77	EA	\$ 38.66	\$ 2,977
Cross Ties, Main Line (Panel)	26	EA	\$ 25.50	\$ 663
Cross Ties, Main Line (Approach)	20	EA	\$ 25.50	\$ 510
Rail, New 140#	320	LF	\$ 12.06	\$ 3,859
Misc. OTM	1	LOT	\$ 2,001.00	\$ 2,001
Buffer Rails	0	LF	\$ 12.06	\$ -
Transition Rails 140# / 115#	4	EA	\$ 1,200.00	\$ 4,800
Joint Insulated Epoxy	0	EA	\$ 800.00	\$ -
Std Insulated Joints	4	PR	\$ 350.00	\$ 1,400
Offset or Joint Bars	10	PR	\$ 180.00	\$ 1,800
Geo-Textile Fabric	0	RL	\$ 250.00	\$ -
Sub-Drains	0	LF	\$ 6.00	\$ -
Ballast	167	NT	\$ 5.50	\$ 919
Field Welds	10	EA	\$ 75.00	\$ 750
Concrete Full Width - Omni Improved 9' panels	99	TF	\$ 225.00	\$ 22,275
Concrete/Rubber Xing (CSX)	0	TF	\$ 135.00	\$ -
Rubber Crossing, Full Depth	0	TF	\$ 280.00	\$ -
Rubber/Asphalt Crossing (CSX Standard)	0	TF	\$ 87.00	\$ -
Sales Tax on Material	7.00%			\$ 2,937
Material Handling	5.00%			\$ 2,098
Subtotal				\$ 46,988

CONTRACT:

Asphalt Paving (In Place)	0	NT	\$ 200.00	\$ -
Disposal of Waste Materials	0	SY	\$ 10.00	\$ -
Pavement Milling	0	SY	\$ 1.50	\$ -
Maintenance of Traffic	0	LS	\$ 2,700.00	\$ -
Sawcut Pavement	0	LF	\$ 6.00	\$ -
Subtotal				\$ -

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Exhibit "D"

ACCT. CODE : 709 - FL0717
Pub EB - 3 GFP

EQUIPMENT RENTAL:

Gang Truck	8	DAY	\$ 180.40	\$ 1,443
Surfacing Gang Truck	3	DAY	\$ 180.40	\$ 541
Boom Truck	3	DAY	\$ 304.16	\$ 912
Dump Truck	8	DAY	\$ 283.04	\$ 2,264
Backhoe	8	DAY	\$ 141.84	\$ 1,135
Compressor	8	DAY	\$ 113.52	\$ 908
Air Drill/Wrench	8	DAY	\$ 11.52	\$ 92
Welding Truck	3	DAY	\$ 180.40	\$ 541
Tie Tamper (Production)	3	DAY	\$ 785.60	\$ 2,357
Tie Tamper (Utility)	0	DAY	\$ 785.60	\$ -
Ballast Regulator	3	DAY	\$ 285.60	\$ 857
Track Hoe	1	WK	\$ 1,400.00	\$ 1,400
Barricades	0	DAY	\$ -	\$ -
Subtotal				\$ 12,451

TRANSPORTATION:

(All on Line Miles)	0	CAR/MI	\$ 0.92	\$ -
Subtotal				\$ -

WORK TRAIN:

	1	DAY	\$ 2,060.10	\$ 2,060
Subtotal				\$ 2,060

SALVAGE:

Rail	7	NT	\$ 65.00	\$ (455)
OTM	2	NT	\$ 75.00	\$ (150)
Subtotal				\$ (605)

ACCOUNTING & BILLING:

Labor		25.5	Days @	\$ 200.00	\$ 5,100
Surcharge	91.78%				\$ 4,681
Expenses					\$ 765
Subtotal					\$ 10,546

PROJECT SUBTOTAL:

				\$ 416,889
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CONTINGENCIES:

10.00% (Excludes Sig. & Comm.)	\$ 13,923
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GRAND TOTAL	*****	\$ 430,813
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DIVISION OF COST:

Agency	100.00%	\$ 430,813
Railroad	0.00%	\$ -
TOTAL	*****	\$ 430,813

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Improvements--Jacksonville, Florida

Estimated prepared by: RL Ice HDR Engineering, Inc. (904) 598-8974

DATE: 7/22/2004 REVISED: 8/3/2005 D.Krafft

