

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Agreement with CSX Transportation, Inc. for Improvements and Signal Upgrades at Osprey Trail for the Cross Seminole Trail, Phase IB Project.

DEPARTMENT: Public Works **DIVISION:** Engineering / Special Projects

AUTHORIZED BY: W. Gary Johnson, P.E., Director **CONTACT:** David Martin, P.E. EXT. 5610
Jerry McCollum, P.E., County Engineer

Agenda Date <u>11-07-06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and Authorize the Chairman to execute the Construction Agreement with CSX Transportation, Inc. for Crossing Improvements and Signal Upgrades at Osprey Trail for the Cross Seminole Trail Phase IB Project.

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

BACKGROUND:

Phase 1B of the Cross Seminole Trail crosses the CSX railroad adjacent to the Osprey Trail and just east of State Road 419. CSX Transportation, Inc. is requiring crossing improvements and signal upgrades for Osprey Trail (roadway area) and the Cross Seminole Trail Crossings. CSX Transportation, Inc. requires a Construction Agreement along with an advanced deposit payment of \$393,341.00 in accordance with Section 2.3 of the agreement. Once CSX Transportation, Inc. receives the fully executed Construction Agreement and the deposit, they will issue a Notice-to-Proceed to their contractor to begin work.

Attachments: Location Map / Agreement

Reviewed by:
Co. Atty: <u>MSA</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CPWE02</u>



Location Map

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 2006, 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, **crossing improvements and signal upgrade at Osprey Trail for new Cross Seminole Trail; RRMP: AU-776.85 DOT No. 621 384 B** (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 constructed in accordance with such Plans 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 **eighteen months from the date of executed agreement**, 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:

- 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 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.
500 Water Street J-301
Jacksonville, FL 32202
Attention: Leslie L. Scherr

If to Agency: Seminole County
520 Lake Mary Boulevard, Suite 200
Sanford, FL 32773-7424
Attention: Mr. Jerry McCollum P.E., County Engineer

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.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

MARYANNE MORSE, Clerk to the
Board of County Commissioners in and
for Seminole County, Florida.

CARLTON HENLEY, Chairman

For the use and reliance of Seminole
County only. Approved as to legal
sufficiency for Seminole County, Florida

As authorized for execution by the
Board of County Commissioners at their
regular meeting of _____,
2006.

County Attorney

CSX TRANSPORTATION, INC.

By: _____
Eric G. Peterson
Assistant Chief Engineer – Public Projects

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Construct all roadway improvements including but not limited to paving, maintenance of traffic, roadway barricade/closure as necessary.
 - 2. Notify and protect existing utilities on railroad property.

- B. CSXT shall perform or cause to be performed:
 - 1. Install new 72 foot full width concrete surface, and all necessary track work.
 - 2. Install new flashing light signals and gates.
 - 3. Provide railroad flagman and inspection services during construction.

EXHIBIT B

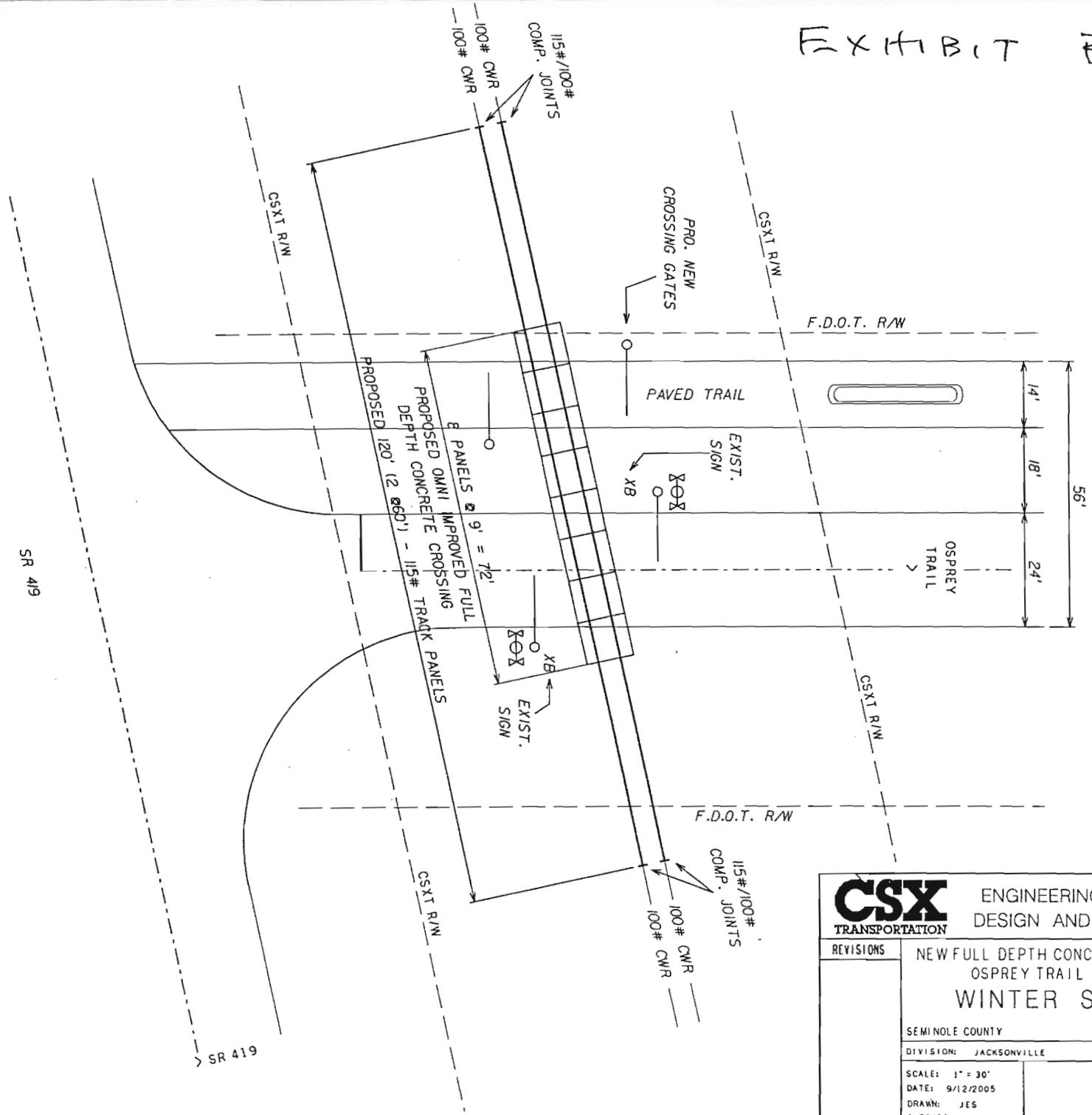
PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been developed and made part of this agreement.

1. CSX Drawing No. 621384B – Crossing Surface Plan
2. CSX/HDR Track Profile dated 8/10/05
3. CSX/Safetran Systems Signal Crossing Layout dated Rev. 10/07/05

EXHIBIT B-1

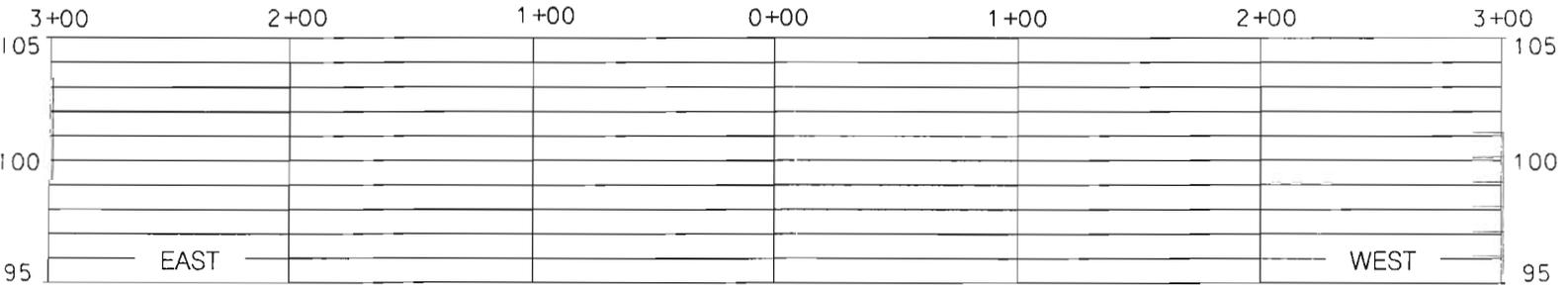
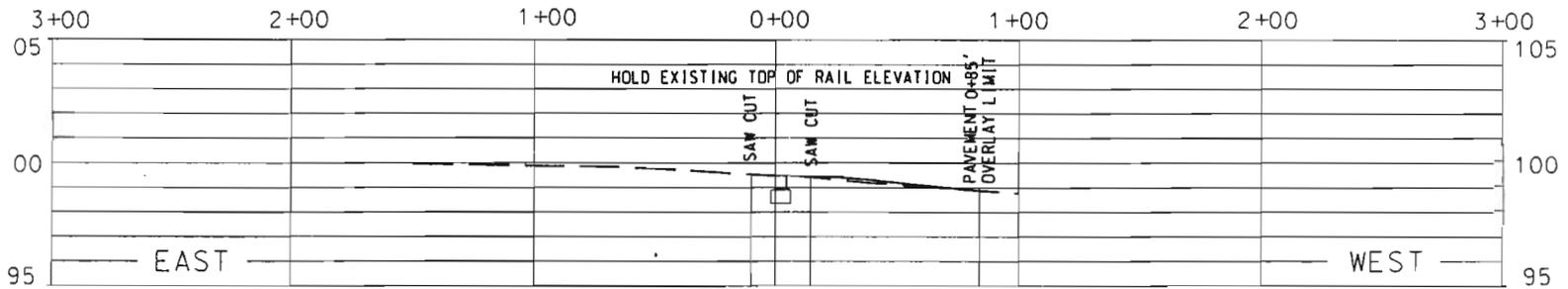
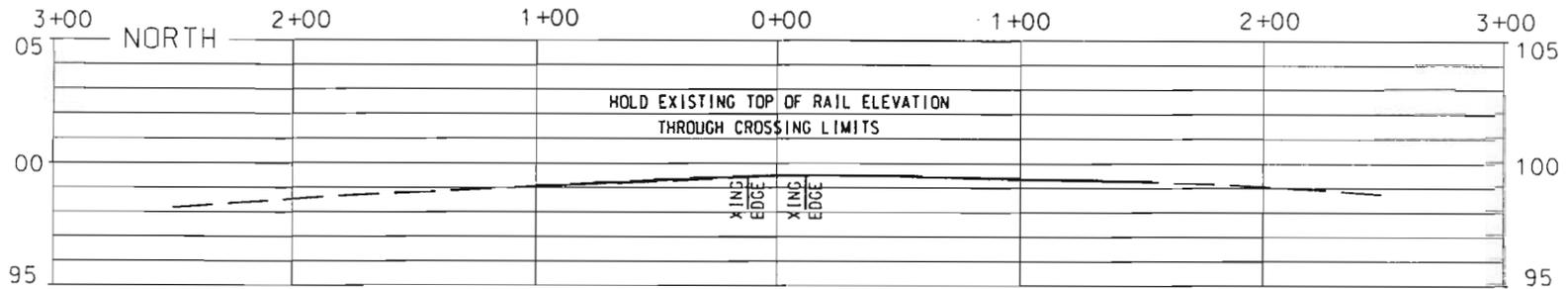


SR 419

SR 419

	ENGINEERING DEPARTMENT DESIGN AND CONSTRUCTION	
	NEW FULL DEPTH CONCRETE SURFACE OSPREY TRAIL CROSSING WINTER SPRINGS	
REVISIONS	SEMINOLE COUNTY	FLORIDA
DATE: 9/12/2005 DRAWN: JES CHECKED:	DIVISION: JACKSONVILLE	SUBDIVISION: SANFORD
SCALE: 1" = 30'	DRAWING NO. 621384B	
SHEET 1 OF 1	SHEET 1 OF 1	

Exhibit B-2



WINTER SPRINGS, FL
OSPREY TRAIL

7 PROFILE
SCALE: HORZ 1" = 40'
VERT 1" = 4'

DOT 621 384B
8 / 10 / 2005

SHEET 1 OF 1



EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

“Agency” shall mean the **Seminole County**.

“Agency Representative” shall mean the authorized representative of **Seminole County**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property,

Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

- A. General
 - 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.

2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these

Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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

ACCT. CODE : 709 - FL0886

EXHIBIT D

ESTIMATE SUBJECT TO REVISION AFTER:	12/24/2006	DOT NO.: 621384B
CITY: Winter Springs	COUNTY: Seminole	STATE: AL
DESCRIPTION: Installation of 9' OMNI concrete crossing for 24' Osprey Trail and 14' paved trail crossing at same location.		
DIVISION: Jacksonville	SUB-DIV: Sanford	MILE POST: AU 776.83
AGENCY PROJECT NUMBER: _____		

PRELIMINARY ENGINEERING:

200 Labor (Non Contract)	15 Days @	\$ 270.00	\$ 4,050
200 Additive 42.41%			\$ 1,718
230 Expenses			\$ 705
212 Contracted & Administrative Engineering Services			\$ 500
Subtotal			\$ 6,973

CONSTRUCTION ENGINEERING/INSPECTION:

200 Labor (Non Contract)	10 Days @	\$ 270.00	\$ 2,700
200 Additive 42.41%			\$ 1,145
230 Expenses			\$ 470
212 Contracted & Administrative Engineering Services			\$ 500
Subtotal			\$ 4,815

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)	0 Days @	\$ -	\$ -
050 Labor (Foreman/Inspector)	10 Days @	\$ 235.00	\$ 2,350
070 Additive 132.61% (Transportation Department)			\$ -
050 Additive 133.83% (Engineering Department)			\$ 3,145
230 Per Diem (Engineering Department)	10 Days @	\$ 75.00	\$ 750
230 Expenses	10 Days @	\$ 55.00	\$ 550
Subtotal			\$ 6,795

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ 241,644

TRACK WORK: (Details Attached) \$ 84,962

ACCOUNTING & BILLING:

040 Labor	Days @	\$ 200.00	\$ 4,400
040 Additive 181.68%			\$ 7,994
Subtotal			\$ 12,394

PROJECT SUBTOTAL

900 **CONTINGENCIES:** 10.00% \$ 35,758

GRAND TOTAL *** \$ 393,341**

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 Projects--Jacksonville, Florida

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

DATE: 6/16/2006 REVISED: 6/27/2006

Form Last Revised: March 4, 2005 CFL

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

ACCT. CODE : 709 - FL-0886
Pub EB - 3 GFP

TRACK: LABOR

50	Remove Existing Crossing		<u>70</u>	MAN-HRS	\$ 21.00	\$ 1,470
50	Construct Track Panel		<u>200</u>	MAN-HRS	\$ 21.00	\$ 4,200
50	Install Sub-ballast		<u>0</u>	MAN-HRS	\$ 21.00	\$ -
50	Install Track Panel		<u>107</u>	MAN-HRS	\$ 21.00	\$ 2,247
50	Install Cross Ties (approach)		<u>10</u>	MAN-HRS	\$ 21.00	\$ 210
50	Install Buffer Rail		<u>0</u>	MAN-HRS	\$ 21.00	\$ -
50	Install Transition Rail		<u>0</u>	MAN-HRS	\$ 21.00	\$ -
50	Install Epoxy Ins. Jt.		<u>0</u>	MAN-HRS	\$ 21.00	\$ -
50	Install Std. Ins. Jt.		<u>0</u>	MAN-HRS	\$ 21.00	\$ -
50	Install Offset or Jt. Bars		<u>7</u>	MAN-HRS	\$ 21.00	\$ 147
50	Install Field Welds		<u>44</u>	MAN-HRS	\$ 21.00	\$ 924
50	Install Ballast		<u>29</u>	MAN-HRS	\$ 21.00	\$ 609
50	Line and Surface		<u>98</u>	MAN-HRS	\$ 21.00	\$ 2,058
50	Install Crossing Surface		<u>90</u>	MAN-HRS	\$ 21.00	\$ 1,890
50			<u>0</u>	MAN-HRS	\$ 21.00	\$ -
50	Clean-Up		<u>0</u>	MAN-HRS	\$ 21.00	\$ -
50	Additive	133.83%				\$ 18,408
230	Per Diem		<u>66</u>	MAN-DAY	\$ 90.00	\$ 5,940
	Subtotal					\$ 38,103

TRACK: MATERIAL

220	Cross Ties 10' Length		<u>79</u>	EA	\$ 39.00	\$ 3,081
220	Cross Ties, Mainline		<u>45</u>	EA	\$ 31.00	\$ 1,395
220	Rail, 115#, New		<u>240</u>	LF	\$ 17.00	\$ 4,080
220	Misc. OTM		<u>1</u>	LOT	\$ 1,800.00	\$ 1,800
	Buffer Rails		<u>0</u>	LF	\$ 40.00	\$ -
	Transition Rails		<u>0</u>	EA	\$ 1,200.00	\$ -
220	Joint - Epoxy Ins.		<u>0</u>	EA	\$ 250.00	\$ -
220	Joint - Std Ins.		<u>0</u>	PR	\$ 180.00	\$ -
220	Joint - Offset or Straight	100/115	<u>4</u>	PR	\$ 180.00	\$ 720
220	Ballast		<u>195</u>	NT	\$ 25.75	\$ 5,021
210	Field Welds		<u>8</u>	EA	\$ 100.00	\$ 800
210	Omni 9' IC - Concrete Crossing Panels		<u>72</u>	TF	\$ 225.00	\$ 16,200
210	Rubber Crossing, Full Depth		<u>0</u>	TF	\$ 280.00	\$ -
210	Timber/Asphalt Crossing (CSX Standard)		<u>0</u>	TF	\$ 42.00	\$ -
			<u>0</u>			\$ -
			<u>0</u>			\$ -
210	Sales Tax on Material	8.00%				\$ 2,648
210	Material Handling	5.00%				\$ 1,655
	Subtotal					\$ 37,400

CONTRACT:

215	Asphalt Paving (In Place)	By Others	<u>0</u>	NT	\$ 120.00	\$ -
241	Disposal of Waste Materials	By Others	<u>0</u>	TF	\$ 10.00	\$ -
215	Maintenance of Traffic	By Others	<u>0</u>	DAY	\$ 300.00	\$ -
	Subtotal					\$ -

241	<u>EQUIPMENT RENTAL:</u>					\$ 7,964
	Subtotal					\$ 7,964

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

ACCT. CODE : 709 - FL-0886
Pub EB - 3 GFP

50	<u>WORK TRAIN:</u>		<u>1</u>	DAY	\$ 2,100.00	\$ 2,100
	Subtotal					\$ 2,100
	<u>SALVAGE:</u>					
228	Rail		<u>7</u>	NT	\$ 65.00	\$ (455)
228	OTM		<u>2</u>	NT	\$ 75.00	\$ (150)
	Subtotal					\$ (605)
	<u>SIGNAL WORK:</u>					
210	Material - Field & Consumables					\$ 68,125
210	Material - Sales Tax					\$ 4,769
220	Material - Shop					\$ -
60	Construction Labor					\$ 37,452
65	Shop Labor					\$ 1,600
230	Per Diem					\$ 11,865
200	RR Engineering,Preliminary					\$ 30,130
200	RR Engineering,Construction					\$ 5,618
60	Additives to Construction Labor					\$ 30,434
65	Additives to Shop Labor					\$ 1,521
200	Additives to Engineering					\$ 14,052
241	Equipment Expense					\$ 14,950
241	Waste Management					\$ 276
212	Contract Engineering					\$ 12,352
211	Freight					\$ 6,000
216	AC Power Service					\$ 2,500
228	Salvage					\$ -
900	Other					\$ -
	Subtotal					\$ 241,644
	<u>ACCOUNTING & BILLING:</u>					
40	Labor		22	Days @	\$ 200.00	\$ 4,400
40	Additive	181.68%				\$ 7,994
	Subtotal					\$ 12,394
	<u>PROJECT SUBTOTAL:</u>					\$ 357,583
900	<u>CONTINGENCIES:</u>	10.00%				\$ 35,758
	GRAND TOTAL					\$ 393,341
	<u>DIVISION OF COST:</u>					
	Agency	100.00%				\$ 393,341
	Railroad	0.00%				\$ -
	TOTAL					\$ 393,341

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 Projects--Jacksonville, Florida

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

DATE: 6/16/2006

REVISED: 6/27/2006

Estimate No. 108743
CSX Transportation

Osprey Trail - Installatiion of automatic warning devices (FLS&G) gates at the intersection of S.R.-419 and Osprey Trail.

Longwood, FL

DOT: 621384B

OP: FL0886

CSX Project: FL2005070

Summary

Material	\$ 68,125
Sales Tax	\$ 4,769
Labor:	
Construction Labor (177 man-days).....	\$ 37,452
Shop Labor (10 man-days).....	\$ 1,600
Subsistence (113 man-days).....	\$ 11,865
Railroad Engineering, Preliminary	\$ 30,130
Railroad Engineering, Construction	\$ 5,618
Additives to Construction Labor	\$ 30,434
Additives to Shop Labor	\$ 1,521
Additives to Engineering	\$ 14,052
Equipment Expenses (23 work days).....	\$ 14,950
Waste Management (23 work days).....	\$ 276
Contract Engineering	\$ 12,352
Freight	\$ 6,000
Poleline Removal	\$ 0
AC Power Service	\$ 2,500
Salvage	\$ 0
<hr/>	
TOTAL ESTIMATE COST	\$ 241,644

Date: 11/10/2005

Estimated By: David Albright

NOTE: This estimate should be considered void one year from date of estimate.

Shop Material List for CSX Project: FL2005070 (Effective: 11/10/2005)
 Osprey Trail - Installation of automatic warning devices (FLS&G) gates
 Longwood, FL - AU 776.83

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-0003388	1	5612.40	1	5612.40	HOUSE 6X6L ALUM INCLUDES 5 SHELFs, FARADAY CLOSET, 120V
020-0016116	1	309.52	3	928.56	DRIVER MODEL TD-1A TRACK ELECTRO PNEUMATIC
020-0016117	1	187.62	1	187.62	GENERATOR MODEL ACG-2T AC ELECTRO PNEUMATIC
020-0017120	1	12.17	6	73.02	BLOCK TERMINAL 12 POST SINGLE STRIP AAR 14.1.6 WITH 1 AAR
020-0017125	1	4.88	6	29.28	BLOCK TERMINAL 2 POST AAR 14.1.8 WITH 1 AAR 14.1.11
020-0018233	1	21.87	1	21.87	CABLE CONVERTER PROTOCOL/MEDIA WAYSIDE ACCESS
020-0021965	1	8.96	1	8.96	EXTRACTOR DWG 59688-4 TERMINAL GRS CAT P3-308 REF
020-0022651	1	47.04	7	329.28	PLUGBOARD KIT TYPE B1 OR ST1 RELAY ASSEMBLY WITH 12 EACH
020-0022701	1	71.18	36	2562.48	ARRESTER LPC 15012-1 0-30V DC OR 0-24V AC RATED AT 15 AMP
020-0025595	1	17.42	1	17.42	WRENCH DWG 55393-3 GR1 "E" TERMINAL POST NUT GRS CAT
020-0053360	1	415.52	4	1662.08	CHARGER BATTERY ELC 12/20 S 20 AMP 10-19.9 VDC ROTARY SW
020-0055602	1	11.39	1	11.39	RELAY POTTER BRUMFIELD KHAU17D12-12V 160 OHMS
020-0056514	1	9.32	5	46.60	SOCKET RELAY POTTER & BRUMFIELD 27E166 NEWARK
020-0056860	1	396.00	1	396.00	TIMER SLT-1 5 MINUTES GETS P/N 800-086000-005
020-0057050	1	26.25	3	78.75	RESISTOR FIXED 8 OHMS 18W TRACK SAFETRAN 029245-26X8
020-0064060	1	68.32	2	136.64	PLATE MOUNTING FOR 2 TYPE KHAU RELAY SOCKETS ON GRS B1
020-0070380	1	26.93	2	53.86	RESISTOR FIXED 1000 OHM GRS 56086-1 CATALOG A3-235
020-0660075	1	375.20	1	375.20	ARRESTER GE 9L10KAA212 FOR APPLICATION ON 120 VOLT
020-0770060	1	12.32	14	172.48	ARRESTER US&S N451552-0201 TRACK SERIES RED LABEL USGA
020-0770105	1	20.16	3	60.48	ARRESTER HARMON 202217-000 AGE-1 TRACK AIR GAP EQUALIZER
020-1940055	1	5.58	1	5.58	CONTAINER CIRCUIT PRINT 24" SCHEDULE 20 4" PVC PIPE WITH
020-2503090	1	940.56	1	940.56	CONVERTER PROTOCOL/MEDIA WAYSIDE ACCESS GATEWAY (WAG)
020-2503206	1	3899.31	1	3899.31	PREDICTOR SAFETRAN GCP-4000 SEAR-III AUTO TEST PKG FOR
020-2503268	1	9882.80	1	9882.80	PREDICTOR SAFETRAN GCP-4000 EXTERNAL TRACK ONLY
020-2901190	1	11.39	4	45.56	RELAY POTTER BRUMFIELD KHAU17A12-120 3900 OHMS

**Shop Material List for CSX Project: FL2005070 (Effective: 11/10/2005)
 Osprey Trail - Installation of automatic warning devices (FLS&G) gates
 Longwood, FL - AU 776.83**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-3430110	1	280.00	3	840.00	RELAY SAFETRAN 400004 500 OHMS CONTACTS 4FB-2F-1B CSX
020-3430130	1	358.40	1	358.40	RELAY SAFETRAN 400023 500 OHMS CONTACTS 6FB HEAVY DUTY
020-3430150	1	358.40	3	1075.20	RELAY SAFETRAN 400510 2.0 OHMS CONTACTS 4FB-2F-1B CSX
020-3650044	1	33.86	3	101.58	RESISTOR ADJUSTABLE 1.530 TO 16.00 OHMS SAFETRAN 029603-7X
020-3652615	1	31.44	1	31.44	RESISTOR ADJUSTABLE 0.340 TO 3.00 OHMS 2.24A 15W SAFETRAN
020-4200100	1	6.04	3	18.12	CONNECTOR BUS 1" CENTERS 1/2" X 36" 18 GAGE PUNCHED 1/4" X
020-4200340	1	1.04	14	14.56	LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200360	1	4.48	20	89.60	LINK TEST ASSEMBLY 2-3/8" CENTERS COMPLETE WITH CENTER
020-8000067	1	14.38	2	28.76	LOCK AMERICAN H10SIGRA CSX SIGNAL PADLOCK WITH BLACK
Total Cost: \$				30,095.84	

Field Material List for CSX Project: FL2005070 (Effective: 11/10/2005)
 Osprey Trail - Installation of automatic warning devices (FLS&G) gates
 Longwood, FL - AU 776.83

Catalog Num	Cond	Unit Price	Qty	Cost	Description
013-5000030	1	200.00	8	1600.00	JOINT INSULATED 36-1/2" 100RE POLY
020-0013908	1	5.06	550	2783.00	CABLE UG COMPOSITE 19 CONDUCTOR INCLUDES 13
020-0016115	1	112.36	3	337.08	RECTIFIER TRACK CIRCUIT EPC 800-004080-000 MODEL RING-10
020-0025145	1	465.70	3	1397.10	SHUNT ENCLOSURE INTERRAIL P/N IRS-SE8A WAYSIDE MOUNT
020-0052475	1	11.20	4	44.80	ARM EXTENSION 10-1/2" ALUM WITH 3/8" DIAMETER MOUNTING
020-0052502	1	371.55	2	743.10	ARM GATE FIBERGLASS ASSY ADJ 19' TO 28' HI-INTENSITY GRADE
020-0053245	1	1.22	150	183.00	CABLE UG 3 COND NO 9 AWG SOLID C CSX SPEC SS796 SHOW
020-0054073	1	170.68	2	341.36	BRACKET ASSY GATE ARM CONVERSION INCLS BRKT MTG
020-0054075	1	1246.55	2	2493.10	GATE GARD NORMAL MOVEMENT COMPLETE WITH SHEAR PIN AND
020-0055421	1	12.24	6	73.44	BRACKET SIGN 4" OR 5" MAST W/1/2" U-BOLT FOR ALL SIGNS
020-0056478	1	4774.83	2	9549.66	SIGNAL 0221 GCWD GATE ASSY DWG SS222 INCLS ADJ 19 TO 28
020-0057275	1	0.80	400	320.00	WIRE UG TRACK TWISTED PAIR NO. 6 AWG SOLID CONDUCTOR
020-1040322	1	168.00	41	6888.00	BATTERY SAFT SPL165, 165 AH POCKET PLATE NICKEL CADMIUM
020-1040540	1	26.88	4	107.52	TRAY BATTERY FIBER CO 82687-1-P 12" WIDTH 24" LONG
020-1040550	1	39.20	2	78.40	TRAY BATTERY FIBER CO 82687-3-P 12" WIDTH 38"
020-1360014	1	825.09	1	825.09	PACKAGE FOREMANS CARE FOR ALUMINUM TYPICAL BOM FOR USE
020-1360016	1	16.64	1	16.64	PACKAGE SAFETY & SECURMENT WITH 1 EA CAUTION TAG 1 EA
020-1360103	1	1113.02	1	1113.02	LAYOUT METER SERVICE WITH 25' POLE CSX DWG SS351 SH 2 ITEMS
020-2060071	1	400.96	4	1603.84	FOUNDATION HELICAL SCREW-IN ASSEMBLY 5' X 10" COMPLETE
020-2503069	1	11.46	4	45.84	DIODE USE WITH SAFETRAN GCP-4000 AND SOLID STATE
020-2503075	1	311.55	2	623.10	MODULE SAFETRAN MINI TRACKSIDE SENSOR UNIT
020-2503077	1	372.80	1	372.80	MODULE SAFETRAN ELECTRONIC BELL AND SENSOR UNIT
020-2503092	1	20.33	2	40.66	KIT GATE TIP SENSOR RETAINING BRACKET INSTALLATION KIT,
020-2503094	1	30.69	2	61.38	KIT MINI TRACKSIDE SENSOR BRACKET KIT SSC 074035-8X FOR
020-3901895	1	84.00	2	168.00	TIP FLEX HWY CROSSING GATE 24 IN LONG RED & WHITE STRIPES

**Field Material List for CSX Project: FL2005070 (Effective: 11/10/2005)
 Osprey Trail - Installation of automatic warning devices (FLS&G) gates
 Longwood, FL - AU 776.83**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-3930010	1	3.70	2	7.40	KIT GATE ARM WARNING STICKER KIT INCLUDES 1-EA 5"X3"
020-3932536	1	473.76	2	947.52	COUNTERWEIGHT 070755-28500X KIT 28 SAFETRAN INCLUDES 1 EA
020-4200340	1	1.04	48	49.92	LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200900	1	0.24	8	1.92	CONNECTOR SHEATHING AMP 329860 FOR NO. 14 WIRE
020-9999991	1	100.00	1	100.00	BLOCKING AND BRACING FOR PROJECTS BURCO DIST
360-0006100	1	33.78	1	33.78	STOOL STEP WOOD 14"X 20" SIGNAL MAINTAINERS CSXT
360-0800145	1	4.18	1	4.18	BROOM WAREHOUSE CORN HVY DUTY ID300
Total Cost: \$				32,954.65	

Consumables List for CSX Project: FL2005070 (Effective: 11/10/2005)
Osprey Trail - Installation of automatic warning devices (FLS&G) gates
Longwood, FL - AU 776.83

Catalog Num	Cond	Unit Price	Qty	Cost	Description
N/A		50.00	60	3000.00	FILL MATERIAL, 1 CUBIC YARD
N/A		800.00	1	800.00	WALKWAY ROCK, 10 CUBIC YARDS
020-0017605	1	0.22	350	77.00	WIRE CASE 10 AWG FLEX CSX SPEC SS796 OKONITE
020-0017607	1	0.54	500	270.00	WIRE CASE TW PR NO 10 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017625	1	0.35	150	52.50	WIRE CASE TW PR NO 14 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017630	1	0.11	200	22.00	WIRE CASE NO 16 AWG FLEX CSX SPEC SS796 FURN 1000 FT SPOOL
020-0017635	1	0.80	130	104.00	WIRE SIGNAL DEL 018 NO 6 COPPER STRANDED SINGLE
020-0028610	1	0.50	100	50.00	TERMINAL RING AMP 35628 YELLOW PLASTI-BOND HVY DUTY
020-1710045	1	2.62	200	524.00	CONDUIT SDR 13.5 4" POLYETHYLENE TRENCHLESS
020-3261970	1	9.41	2	18.82	DECAL ASSY 2" BLACK PRESSURE SENSITIVE VINYL PRE-MASKED
020-4200880	1	0.53	2	1.06	CONNECTOR TERMINAL 2-3/8" CENTERS AAR 14.1.15-4 NICKEL
020-4200892	1	0.44	27	11.88	CONNECTOR TERMINAL 1" CENTERS AAR 14.1.15-3 NICKEL PLATED
020-4251190	1	0.45	120	54.00	TERMINAL RING AMP 35627 BLACK PLASTI-BOND WIRE SIZE 10-12
020-4251290	1	0.53	30	15.90	TERMINAL WIRE AMP 322051 BLUE WIRE SIZE NO 6 AWG 1/4" STUD
020-4251295	1	0.60	6	3.60	TERMINAL WIRE AMP 322007 BLUE WIRE SIZE NO 6 AWG 3/8" STUD
020-9999992	1	50.00	1	50.00	HOUSE, SIGNAL HANDLING CHARGE, BURCO DISTRIBUTION
450-0019212	1	0.20	100	20.00	SCREW 10 X 1" SHT METAL PAN HD TYPE A COARSE THREAD
Total Cost: \$				5,074.76	

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT the sum of \$393,341.00 which is equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.
 - d. Name and Address of Contractor and Agency must be shown on the Declarations page.
 - e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - g. Authorized endorsements may include:

- (i). Broad Form Nuclear Exclusion - IL 00 21
- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

h. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (f) or (g) above.
- (v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Deborah A. Tauro
Risk Manager, Planning & Analysis
CSX Corporation
500 Water Street – C907
Jacksonville, FL 32202
904-366-5088 (Phone)
904-245-3506 (Fax)

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 2006, between **Seminole County** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____