

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and PINELLAS COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS, 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, upgrading the existing asphalt crossing surface with a tub-platform to accommodate roadway improvements, which include roadway milling, resurfacing, and striping with the implementation of the dynamic envelope, along with curb and gutter installation, and replacement and rerouting the existing sidewalk on the west side of the roadway, within the CSXT right of way at 35th Street North with Department of Transportation Crossing Inventory Number 626694M, Railroad Milepost Number ARE 894.74, located within the Florida Zone, Clearwater Subdivision, in Saint Petersburg, Pinellas County, Florida (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 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 **March 31, 2025**, 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. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
 - 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 530192
Atlanta, GA 30353-0192

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 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties..
- 6.4 Maintenance Agreement. Contemporaneous with the execution of this Agreement, CSXT and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal and removal of the Project.
- 6.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 6.4) 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 both 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. Notwithstanding the aforementioned requirements, and without limiting the Agency's Contractors' liability, the Agency's liability to indemnify CSXT shall be limited to the "per person" and "per occurrence" sovereign immunity limits as set forth in Florida Statutes, Section 768.28(5), as may be amended, applicable to the date of the incident giving rise to the obligation to indemnify.

- 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. 500 Water Street, J-301 Jacksonville, Florida 32202 Attention: Director Project Management – Public Projects
If to Agency:	Pinellas County, Florida Board of County Commissioners 315 Court Street, Number 501 Clearwater, Florida 33756 Attention: 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.

St. Petersburg, Pinellas County, FL
Tub-Platform Crossing Surface 35th St. N.
626694M; Florida Zone
Clearwater Subdivision; ARE 894.74
CSXT OP No. TBD

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.

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St. Petersburg, Pinellas County, FL
Tub-Platform Crossing Surface 35th St. N.
626694M; Florida Zone
Clearwater Subdivision; ARE 894.74
CSXT OP No. TBD

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

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.

APPROVED AS TO FORM
By: Joseph A Morrissey
Office of the County Attorney



PINELLAS COUNTY, FLORIDA BOARD
OF COUNTY COMMISSIONERS

By: Kathleen Peters

Name: Kathleen Peters

Title: Chair

ATTEST: KEN BURKE, CLERK

By: Ken Burke

CSX TRANSPORTATION, INC.

By: _____

Edward D. Sparks II, P.E.
Chief Engineer – Bridges, Design &
Construction

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. Construction of all components not related to rail or the crossing surface, which includes but is not limited to all items listed under Exhibit A of this Agreement and what is shown in approved plans under Exhibit B of this Agreement.
 2. Perform all asphalt work, milling and resurface operations, including construction of roadway sub-base, stabilization, and paving up to the proposed tub-platform crossing surface on both sides of the tracks.
 3. Increase roadway profile elevation approaching crossing in both directions to achieve a smooth, continuous transition, while maintaining the existing roadway width.
 4. Installation of Florida Department of Transportation Type F concrete curb and gutter with drop curb approaching crossing surface.
 5. Remove existing asphalt (at the crossing limits) and concrete sidewalk approaching crossing west (railroad north) of the crossing, and within the CSXT right of way.
 6. Installation of a new five foot (5'0") wide concrete sidewalk, west (railroad north) of the crossing, depicting a new route as shown in the approved plans.
 7. Installation of detectable warning devices.
 8. Placement of all roadway striping work, including implementation of the dynamic envelope.
 9. Placement of erosion control devices.
 10. Design and implement maintenance of traffic, including placement of maintenance of traffic control devices.
 11. Restore the CSXT right of way to a condition acceptable to CSXT, or CSXT Representative.
 12. Removal of all rubbish and debris from project site.
 13. All roadway work is to be done in accordance with Florida Department of Transportation Roadway Standards 2023-2024, with an emphasis of Florida Department of Transportation Standard Index 830-T01.

B. CSXT shall perform or cause to be performed:

1. Preliminary engineering services.
2. Construction and installation of rail, ties, ballast, and other rail-related components to accommodate a successful crossing surface replacement at 35th Street North with Department of Transportation Crossing Inventory Number 626694M, Railroad Milepost Number ARE 894.74.
3. Replace existing asphalt and rail seal crossing surface with a tub-platform at 35th Street North with Department of Transportation Crossing Inventory Number 626694M, Railroad Milepost Number ARE 894.74.
4. Removal and disposal of waste materials; Clean-up of the work site at the 35th Street North crossing.
5. Crossing circuit detection frequency change to accommodate new tub-platform crossing surface.
6. Any other services, equipment, and components deemed necessary to place crossing in-service in a safe and efficient manner.
7. Flagging services and other protective services and devices, as may be necessary.
8. Construction engineering and inspection to protect the interests of CSXT.
9. All work to be accordance with CSXT MWI 901-08 and CSXT MWI 2539.

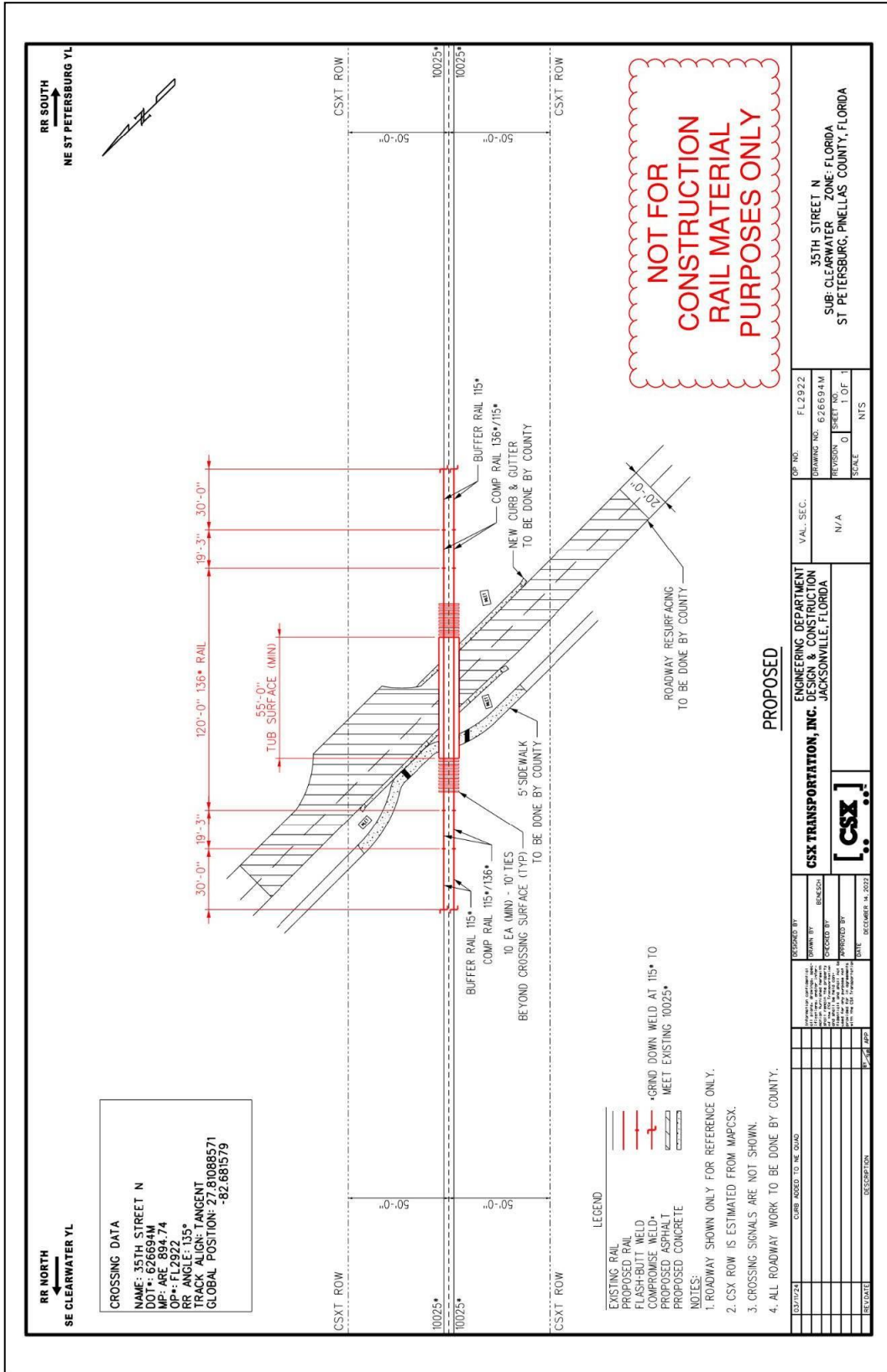
EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

SHEET	DESCRIPTION	PREPARER	DATE
N/A	Proposed Crossing Layout	Alfred Benesch & Co.	03/11/24
01	Key Sheet	Hardesty & Hanover, LLC	01/19/24
02	General Notes	Hardesty & Hanover, LLC	Nov 2023
03	Drainage Map	Hardesty & Hanover, LLC	Nov 2023
04	Typical Sections (1)	Hardesty & Hanover, LLC	Nov 2023
05	Typical Sections (2)	Hardesty & Hanover, LLC	Nov 2023
06	Roadway Plan/Profile (1)	Hardesty & Hanover, LLC	Nov 2023
07	Roadway Plan/Profile (2)	Hardesty & Hanover, LLC	Nov 2023
08	Roadway Plan/Profile (3)	Hardesty & Hanover, LLC	Nov 2023
09	Cross Sections (1)	Hardesty & Hanover, LLC	Nov 2023
10	Cross Sections (2)	Hardesty & Hanover, LLC	Nov 2023
11	SWPPP Notes (1)	Hardesty & Hanover, LLC	Nov 2023
12	SWPPP Notes (2)	Hardesty & Hanover, LLC	Nov 2023
13	TTCP General / Phase Notes	Hardesty & Hanover, LLC	Nov 2023
14	TTCP Detour	Hardesty & Hanover, LLC	Nov 2023
15	Signing and Pavement Markings (1)	Hardesty & Hanover, LLC	Nov 2023
16	Signing and Pavement Markings (2)	Hardesty & Hanover, LLC	Nov 2023
17	Signing and Pavement Markings (3)	Hardesty & Hanover, LLC	Nov 2023
18	Utility Adjustment (1)	Hardesty & Hanover, LLC	Nov 2023
19	Utility Adjustment (2)	Hardesty & Hanover, LLC	Nov 2023
20	Utility Adjustment (3)	Hardesty & Hanover, LLC	Nov 2023
21	CSXT Tub Detail	Hardesty & Hanover, LLC	Nov 2023

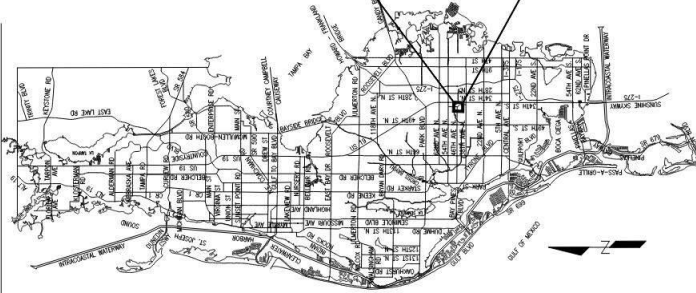




**35TH STREET NORTH
 RAILROAD CROSSING IMPROVEMENTS**
 FROM 46TH AVENUE NORTH TO 42ND AVENUE NORTH

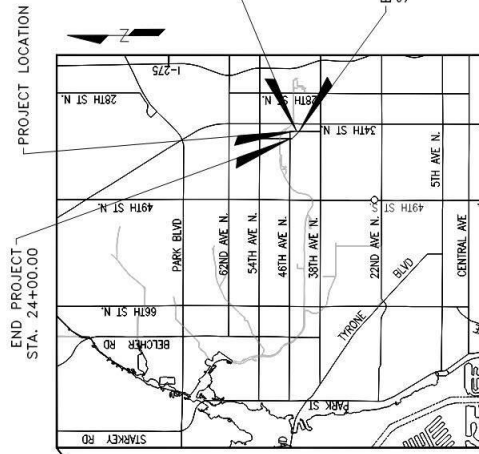
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PINELLAS COUNTY
 LOCATION MAP



INDEX OF PLANS

SHEET TITLE	SHEET NO.
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DETOUR SHEET	14
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CSXT TUB DETAIL	21



**FINAL SUBMITTAL
 JANUARY 2024**

PROJECT MANAGER: ROBERT MEDOR
 (727)644-8931
 PINELLAS COUNTY
 1000 1ST AVENUE NORTH, SUITE 310
 CLEARWATER, FLORIDA 33755
 PHONE: (727)644-8933

PREPARED BY:



JASON W. DUNN, REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. 65039
 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON W. DUNN ON THE DATE INDICATED HERE.
 PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID UNLESS THEY BEARING THE SIGNATURE OF AN ENGINEER OF RECORD.
 DATE: 05/25/2024 11:50:00 AM
 ENGINEER OF RECORD: JASON W. DUNN

KEY MAP
 NOT TO SCALE

THE ORIGINAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION
 UNLESS YOU ARE AN ENGINEER OF RECORD AND YOU HAVE
 TO ASSIST CONSTRUCTION PERSONNEL WITH SOAKAGE CONCERNS

REV. NO.	DATE	DESCRIPTION



PROJECT: 35TH STREET NORTH RAILROAD

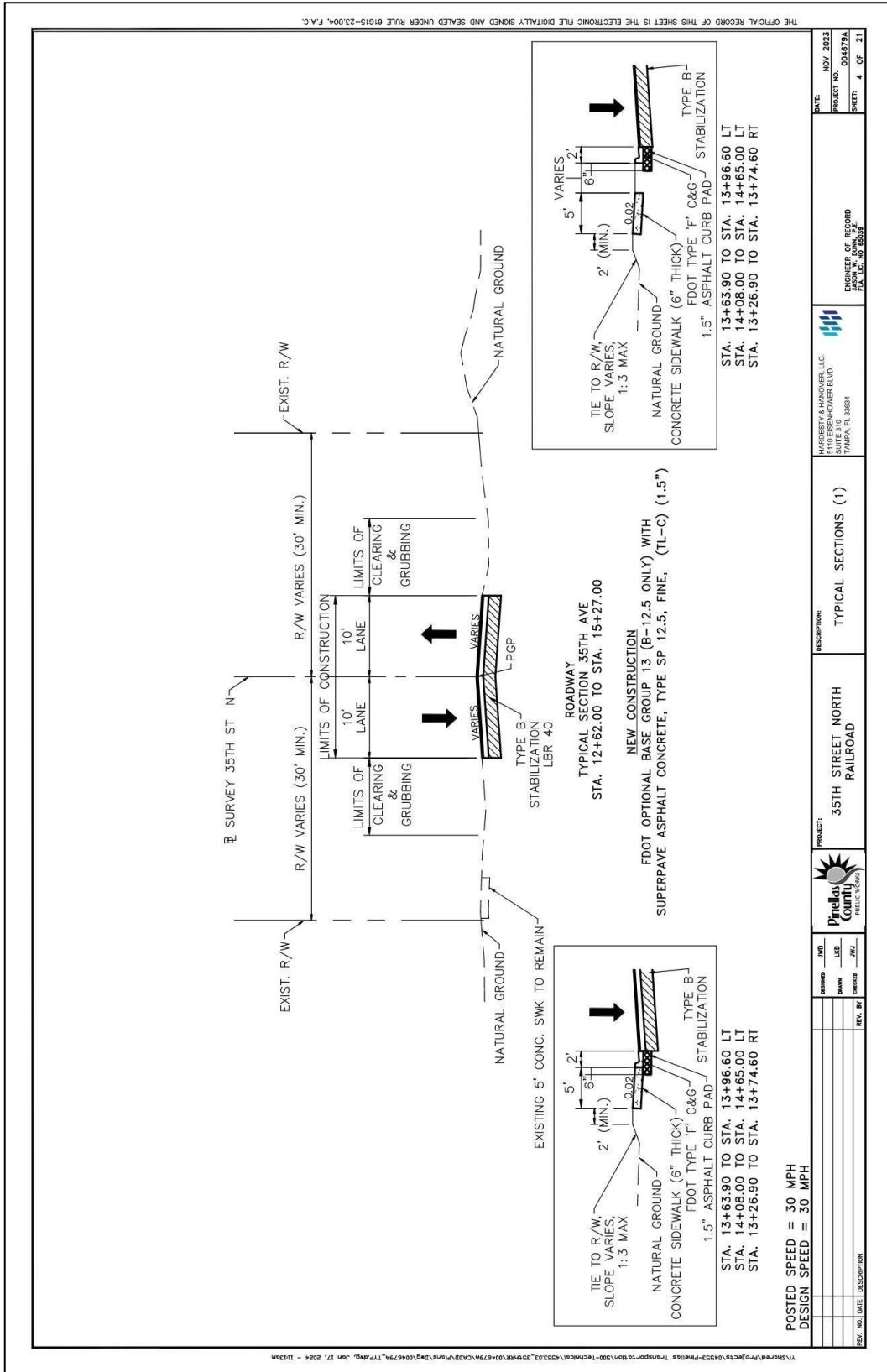
DESCRIPTION: DRAINAGE MAP

HARDESTY & HANOVER, LLC
 10000 W. BAYVIEW BLVD.
 SUITE 310
 TAMPA, FL 33634

ENGINEER OF RECORD
 P.E. NO. 20059

DATE: NOV. 2023
 PROJECT NO.: 004672A
 SHEET: 3 OF 21

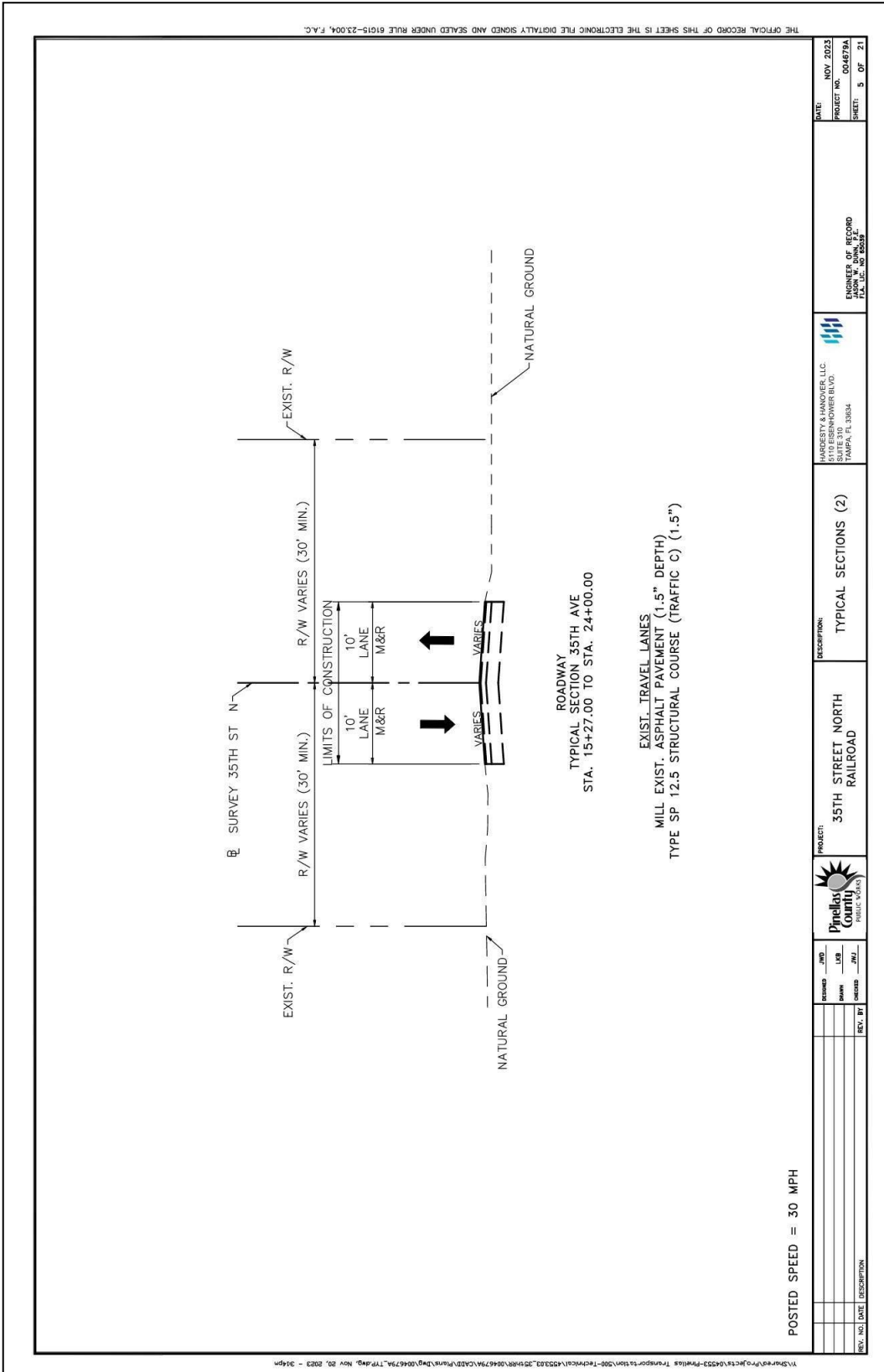
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DATE:	NOV 2023		
PROJECT NO.:	004679A		
SHEET:	4 OF 21		
 35TH STREET NORTH RAILROAD			
 HARDESTY & HANOVER, LLC 5110 EISENHOWER BLVD. TAMPA, FL 33634 ENGINEER OF RECORD P.A.C. # 127039			
DESCRIPTION:	TYPICAL SECTIONS (1)		
REV.	NO.	DATE	DESCRIPTION

POSTED SPEED = 30 MPH
 DESIGN SPEED = 30 MPH



POSTED SPEED = 30 MPH

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DATE: NOV. 2023
 PROJECT NO. 004879A
 SHEET: 5 OF 21

ENGINEER OF RECORD
 JASON W. DOWN, P.E.
 P.L.L.C. NO. 000009

INTEGRITY & HANOVER, LLC
 5710 ESSENPOWER BLVD.
 SUITE 310
 TAMPA, FL 33634

DESCRIPTION: TYPICAL SECTIONS (2)

PROJECT: 35TH STREET NORTH RAILROAD

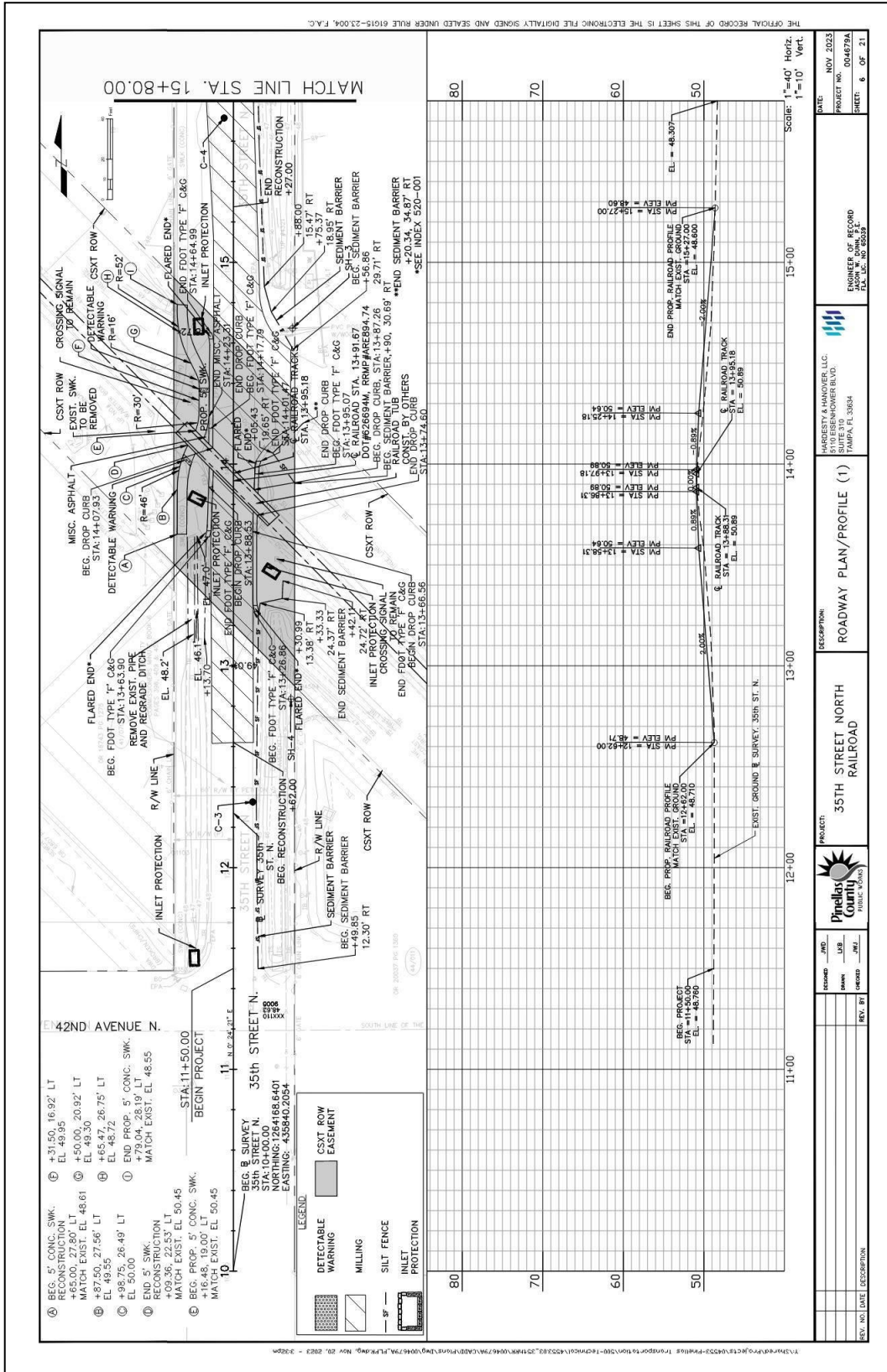


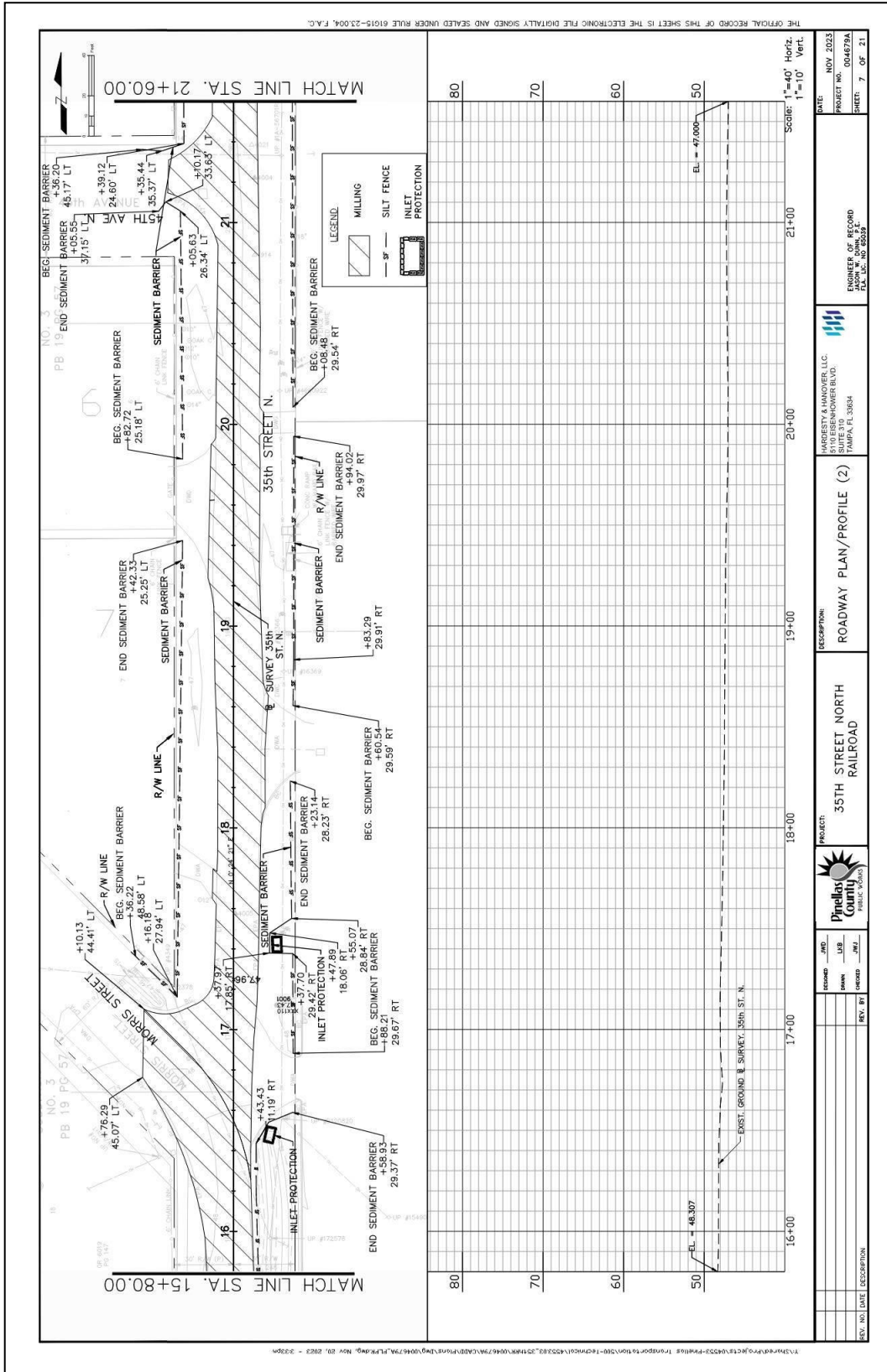
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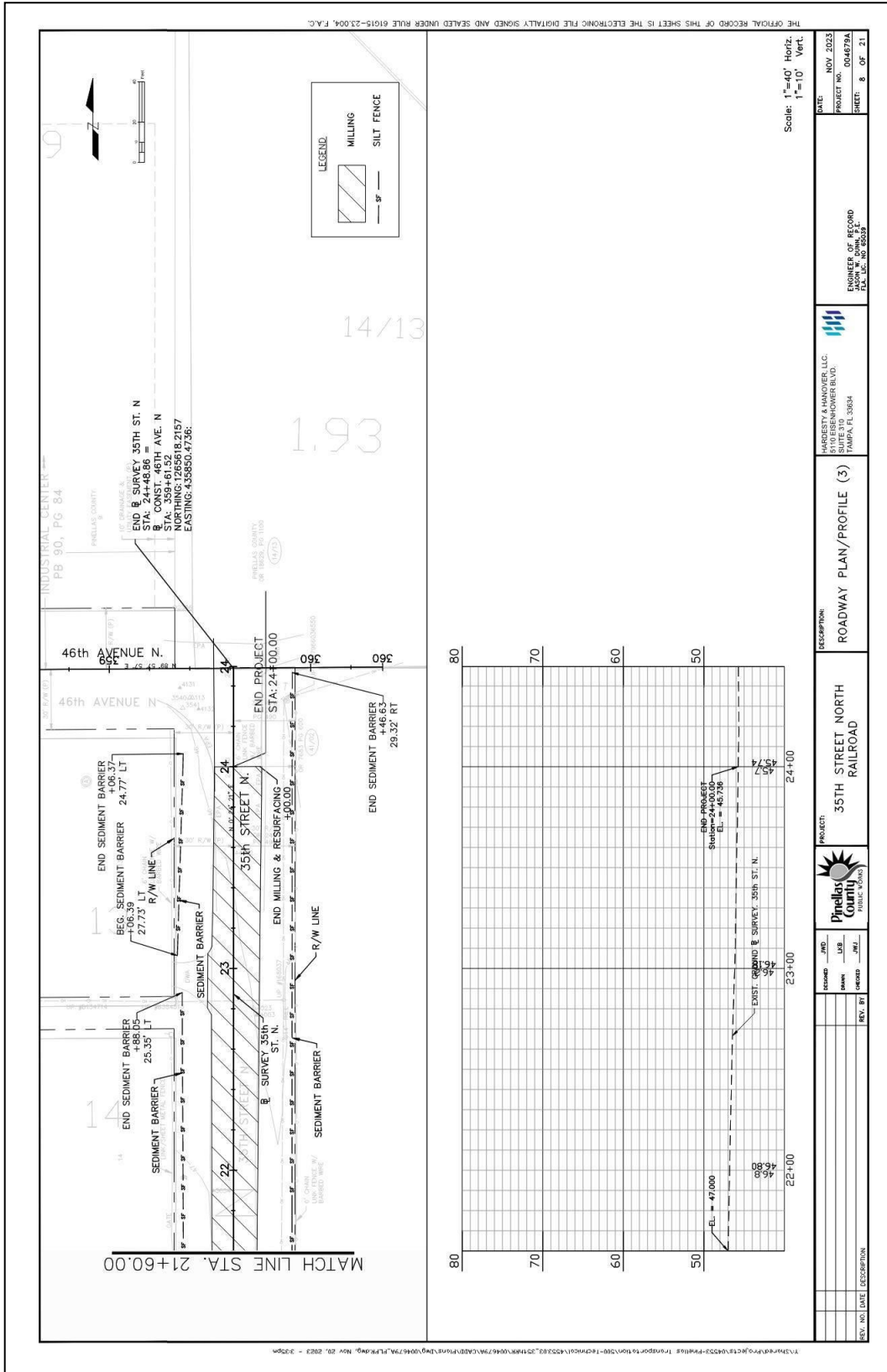
REV. NO.	DATE	DESCRIPTION

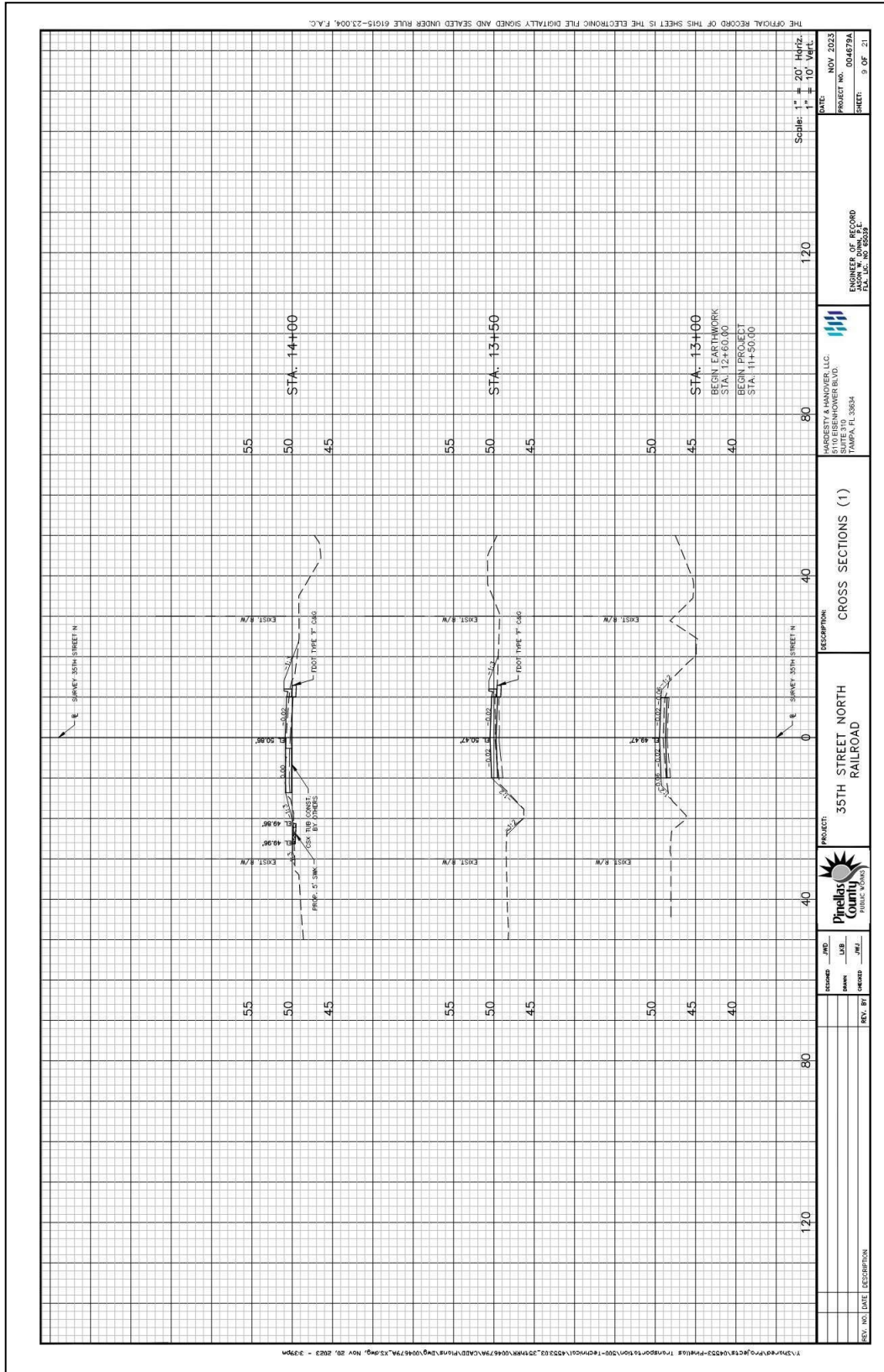
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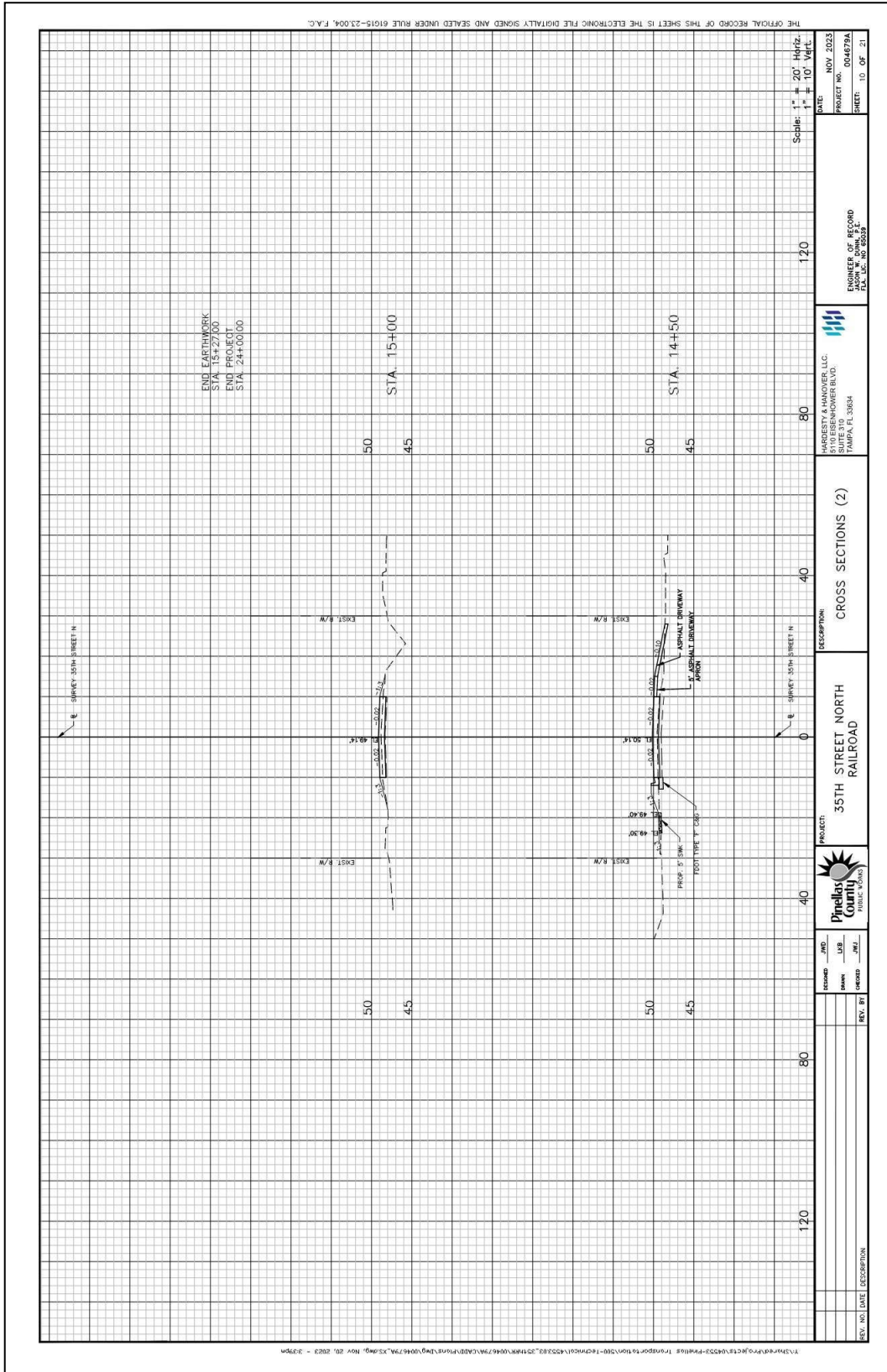
REV. NO.	DATE	DESCRIPTION













THE ORIGINAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

- J. WATER QUALITY MONITORING (MIXING ZONES)**
- THE WATER THAT WILL BE SAMPLED FOR STATE WATER QUALITY STANDARDS FOR CONSTRUCTION ACTIVITIES PROHIBIT A TURBIDITY INCREASE OF GREATER THAN 20 NTU ABOVE AMBIENT TURBIDITY LEVELS. TURBIDITY MONITORING SHALL OCCUR DURING ALL WATER CONSTRUCTION ACTIVITIES AT EACH COMPLIANCE AND BACKGROUND STATION. THE FOLLOWING PROCEDURE SHALL BE USED:
- FREQUENCY:** TWICE A DAY AT LEAST 4 HOURS APART DURING FREQUENCY OF ACTUAL CONSTRUCTION OPERATIONS.
- LOCATIONS:** ALL STATIONS SHALL BE SAMPLED AT 2 FEET ABOVE LOCATIONS THE BOTTOM AT LOCATIONS WITH DEPTHS OF 10 FEET OR LESS. LOCATIONS WITH DEPTHS GREATER THAN 10 FEET SHALL BE SAMPLED AT 3 FEET ABOVE THE BOTTOM. ONLY 100-ML SAMPLES ARE REQUIRED.
- BACKGROUND:** 100 FEET UP-CURRENT FROM THE CONSTRUCTION BACKGROUND ACTIVITY AND OUTSIDE OF ANY TURBIDITY PLUME FROM THE CONSTRUCTION ACTIVITY.
- COMPLIANCE:** 100 FEET DOWN-CURRENT FROM THE CONSTRUCTION COMPLIANCE ACTIVITY WITHIN ANY VISIBLE TURBIDITY PLUME OR AS DIRECTED BY PERMITTING AGENCIES.
- METHOD:** ALL SAMPLES SHALL BE COLLECTED ON SITE VIA GRAB METHOD AND TURBIDITY READ USING A PROPERLY CALIBRATED TURBIDIMETER ON SITE, TAKING 3 READINGS AT EACH SITE.
- REPORTING:** ALL MONITORING DATA SHALL BE SUBMITTED WITHIN ONE REPORTING WEEK OF COMPLETION OF THE MONITORING PERIOD.
1. PERMIT NUMBER
 2. DATES OF SAMPLING AND ANALYSIS
 3. LOCATION OF SAMPLING AND ANALYSIS
 4. A STATEMENT DESCRIBING THE METHODS USED IN COLLECTION, HANDLING, STORAGE, AND ANALYSIS OF THE SAMPLES
 5. A MAP INDICATING THE SAMPLING LOCATIONS
 6. STATEMENT BY THE INDIVIDUAL RESPONSIBLE FOR IMPLEMENTATION OF THE SAMPLING PROGRAM, CONCERNING THE AUTHENTICITY, PRECISION, LIMITS OF DETECTION AND ACCURACY OF DATA
- CONDITION REPORTS:** CONDITION REPORTS SHALL INCLUDE INFORMATION ON THE GENERAL, ANTECEDENT WEATHER IF ANY, FRESH REVEALS, VISUAL ASSESSMENT OF THE STATE WATER QUALITY STANDARDS FOR TURBIDITY. CONSTRUCTION ACTIVITIES SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL CORRECTIVE MEASURES HAVE BEEN TAKEN AND TURBIDITY HAS RETURNED TO ACCEPTABLE LEVELS. ANY SUCH EVENT THAT STATE WATER QUALITY STANDARDS ARE NOT ATTAINED, THE CONTRACTOR SHALL IMPLEMENT A CONTINGENCY PLAN WHICH COMPLES WITH THE PROJECT SWMP/PEP/ERP AND SHALL BE RESPONSIBILITY OF THE CONTRACTORS.
- K. APPROVED STATE, LOCAL PLANS, OR STORM WATER PERMITS**
- NONE AT THE TIME OF PERMITTING
- III. MAINTENANCE**
- A. ALL OF THE CONTROLS SHALL BE MAINTAINED AT ALL TIMES.**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL INSPECTIONS AND MAINTENANCE OF ALL PERMANENT AND TEMPORARY EROSION CONTROL DEVICES THROUGHOUT ALL CONSTRUCTION PHASES OF THE PROJECT. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE STATE OF FLORIDA STANDARD TECHNICAL SPECIFICATIONS FOR ROADWAY AND RELATED CONSTRUCTION, AND THE PROJECT CONSTRUCTION CONTRACT.
- B. INSPECTION**
- THE COUNTY ENGINEER SHALL BE RESPONSIBLE FOR CONDUCTING THE PINELLAS COUNTY (PPES) SWPPP CONSTRUCTION INSPECTION REPORTS AFTER ANY, RAINFALL OR WEEKLY, IF NO RAIN EVENT OCCURRED. IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN RAIN GAUGES ON THE CONSTRUCTION SITE. THE CONTRACTOR SHALL MAINTAIN RAIN GAUGES ON THE CONSTRUCTION SITE IN ACCORDANCE WITH THE PINELLAS COUNTY DIVISION OF ENVIRONMENTAL MANAGEMENT OF ANY NON-COMPLIANCE PER SECTION 5824-046 OF THE PINELLAS COUNTY CODE.

- C. NON-STORM WATER DISCHARGES**
- IT IS EXPECTED THAT THE FOLLOWING NON-STORM WATER DISCHARGES MAY OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:
- WATER FROM WATER LINE FLUSHING
 - PAVEMENT WASH WATERS (WHERE NO SPILL OR LEAKS OF VEHICLE AND HAZARDOUS SUBSTANCE HAVE OCCURRED)
 - UNCONTAMINATED GROUNDWATER FROM DEWATERING ACTIVITIES
- ALL NON-STORM WATER DISCHARGES SHALL BE COLLECTED ON SITE AND DIRECTED TO THE COUNTY INSPECTOR AND PINELLAS COUNTY DIVISION OF ENVIRONMENTAL MANAGEMENT FOR DEWATERING. DEWATERING SHALL CEASE IMMEDIATELY AND THE ENGINEER WILL BE CONTACTED.
- D. MATERIAL MANAGEMENT PRACTICES**
- THE FOLLOWING ARE THE MATERIAL HANDLING PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF POLLUTION FROM ACCIDENTAL EXPOSURE OF MATERIALS AND SUBS IN CASES OF STORM WATER RUNOFF:
- 1. THE FOLLOWING GOOD HOUSEKEEPING PRACTICES SHALL BE FOLLOWED ON-SITE DURING THE CONSTRUCTION PROJECT:**
- STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB ON SITE
 - ALL MATERIALS STORED ON SITE SHALL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR ORIGINAL MANUFACTURERS LABELED CONTAINERS UNDER A ROOF OR OTHER CONTAINED ENCLOSURE
 - SUBSTANCES SHALL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER
 - CONTAINER MANUFACTURERS RECOMMENDATIONS FOR PROPER USE AND DISPOSAL SHALL BE FOLLOWED
 - THE SITE SUPERINTENDENT SHALL INSPECT DAILY TO ENSURE PROPER USE AND DISPOSAL OF MATERIALS ON-SITE
- 2. THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS.**
- PRODUCTS WILL BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RE-SEALABLE
 - SECONDARY CONTAINMENT SHALL BE PROVIDED FOR ALL OPENED CONTAINERS. ORIGINAL CONTAINER AND MATERIAL SAFETY DATA SHALL BE KEPT ON-SITE IN THE CONSTRUCTION OFFICE TRAILER
 - IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURERS OR LOCAL STATE RECOMMENDED METHODS OF PROPER DISPOSAL SHALL BE FOLLOWED
 - THE CONTRACTOR MUST IDENTIFY A DESIGNATED FUEL TANK STORAGE AREA AWAY FROM DRAINAGE STRUCTURES, PONDS, BASINS, AND WETLANDS, WITH SECONDARY CONTAINMENT (SPILL COLLECTION)
- 3. CONCRETE TRUCKS**
- CONTRACTOR SHALL RESONATE AN AREA AWAY FROM DRAINAGE STRUCTURES, PONDS, BASINS, AND WETLANDS FOR DISCHARGE OF SURPLUS CONCRETE OR DRUM WASH WATER AND SHALL INSTALL A CONTAINMENT BERM AROUND THIS AREA TO PREVENT RUNOFF TO THE REMAINDER OF THE SITE
 - HARD DEBRIS SHALL BE DISPOSED OF BY CONTRACTOR UPON COMPLETION OF THE PROJECT. DISPOSAL OF CONCRETE SLURRY DIRECTLY INTO PUBLIC DRAINAGE SYSTEMS IS A VIOLATION OF SECTION 58-240 OF THE PINELLAS COUNTY CODE AND SECTION 58-244 OF THE PINELLAS COUNTY CODE
 - SECTION 58-238 OF THE PINELLAS COUNTY CODE AUTHORIZES PENALTIES OF UP TO \$10,000.00 FOR EACH OFFENSE.
- 4. SPILL CONTROL PRACTICES**
- IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIALS MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR

- SPILL PREVENTION AND CLEANUP**
- MANUFACTURERS' RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AT THE LOCATION OF ALL HAZARDOUS MATERIALS AND THE LOCATION OF ALL HAZARDOUS CLEANUP SUPPLIES
 - ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY
 - THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE SUBSTANCE PROTECTIVE EQUIPMENT INCLUDING PROTECTIVE GLOVES
 - SPILLS OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE
 - THE SPILL PREVENTION PLAN WILL BE PREPARED BY THE CONTRACTOR AND KEPT IN THE CONSTRUCTION OFFICE TRAILER AND WILL INCLUDE MEASURES TO PREVENT THIS TYPE OF CONTAMINATION FROM OCCURRING
 - A DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED. ALL SPILLS AND RESPONSES WILL BE REPORTED TO THE APPROPRIATE AGENCY
 - THE SITE SUPERINTENDENT WILL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. HE WILL DESIGNATE OTHER SITE PERSONNEL WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THE NAMES OF THESE PERSONNEL WILL BE POSTED IN THE OFFICE TRAILER ON-SITE
 - USE AND CHARACTERISTICS OF FUEL OR CHEMICAL STORAGE TANKS SHALL COMPLY WITH ALL RELATED FEDERAL, STATE, AND LOCAL REGULATIONS. STORAGE TANKS MUST BE LOCATED AS FAR AS POSSIBLE FROM ANY DRAINAGE STRUCTURES, DITCHES, AND/OR CONTAMINATION WITH A LIQUID CHEMICALLY RESISTANT TO THE FUEL OR CHEMICAL STORED ON-SITE. THE SECONDARY CONTAINMENT MUST BE SIZED TO CONTAIN A MINIMUM OF ONE (1) FULL TANK. A DAILY INSPECTION LOG FOR THE SECONDARY CONTAINMENT WITH INDICATION OF INSPECTION RESULTS SHALL BE KEPT ON-SITE. THE COUNTY INSPECTOR MUST BE NOTIFIED OF THE NATURE AND EXTENT OF THE CONTAMINATION
- PERMITTEE CERTIFICATION**
- I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECT OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE INFORMATION SUBMITTED, I BELIEVE THAT THE INFORMATION IS TRUE AND ACCURATE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR GATHERING THE INFORMATION, TO THE BEST OF MY KNOWLEDGE AND BELIEF TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR FALSE INFORMATION, INCLUDING POSSIBILITY OF FINE AND IMPROVEMENT ORDINANCES.
- NAME: _____ DATE: _____
 TITLE: _____
 COMPANY: _____
- CONTRACTOR CERTIFICATION**
- I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND AND SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERAL PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND MEDIUM-SCALE CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED BY ME OR MY EMPLOYEE.
- GENERAL CONTRACTOR NAME & TITLE: _____ DATE: _____
 COMPANY NAME: _____
 COMPANY STREET ADDRESS: _____
 CITY, STATE, ZIP CODE: _____

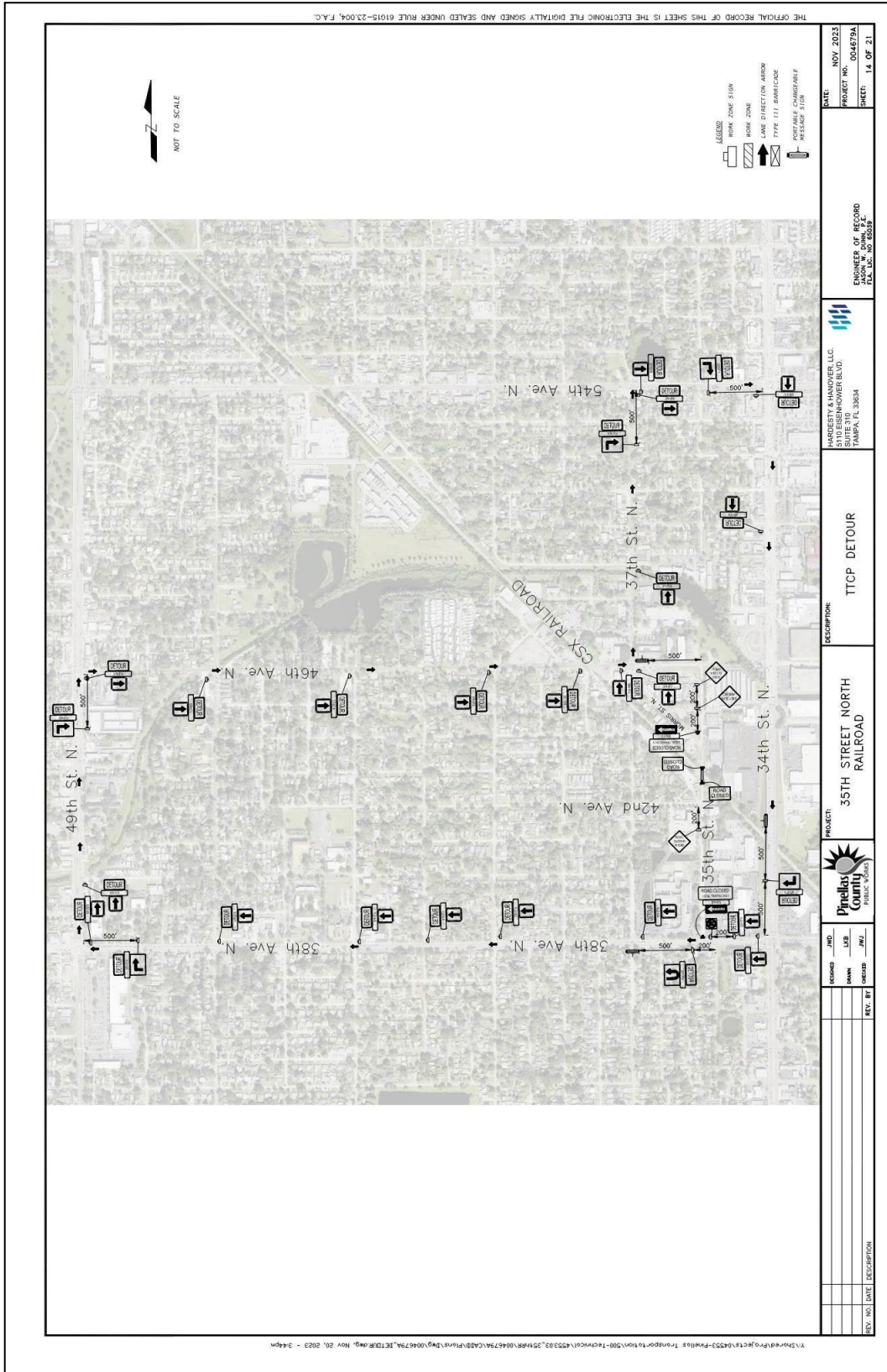
DATE:	NOV 2023
PROJECT NO.:	004679A
SHEET:	12 OF 21

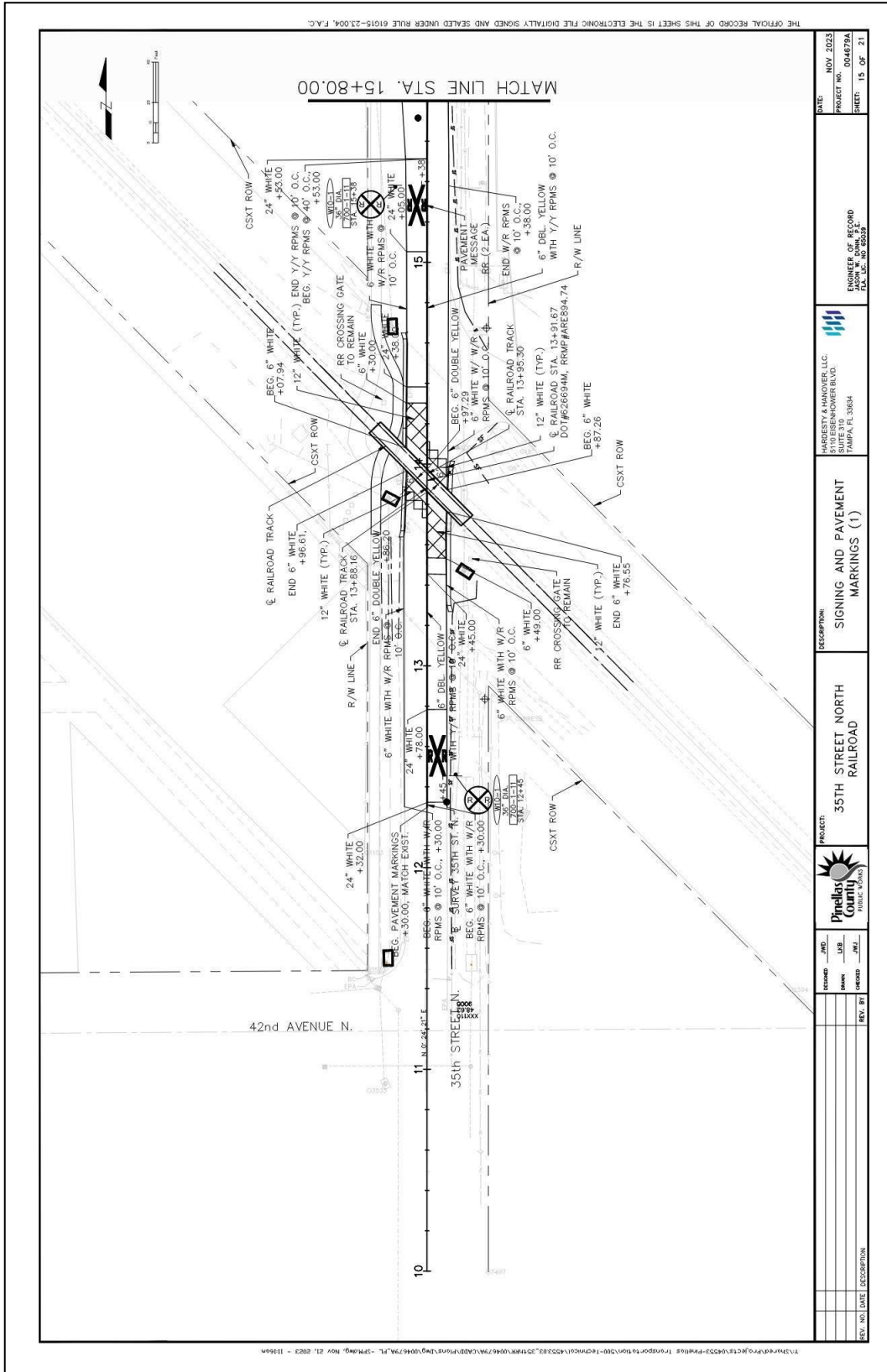
	HANDBERT & HANOVER, LLC SUITE 500 TAMPA, FL 33634		ENGINEER OF RECORD
			FLA. REG. NO. 12583

PROJECT:	35TH STREET NORTH RAILROAD
DESCRIPTION:	SWPPP NOTES (2)

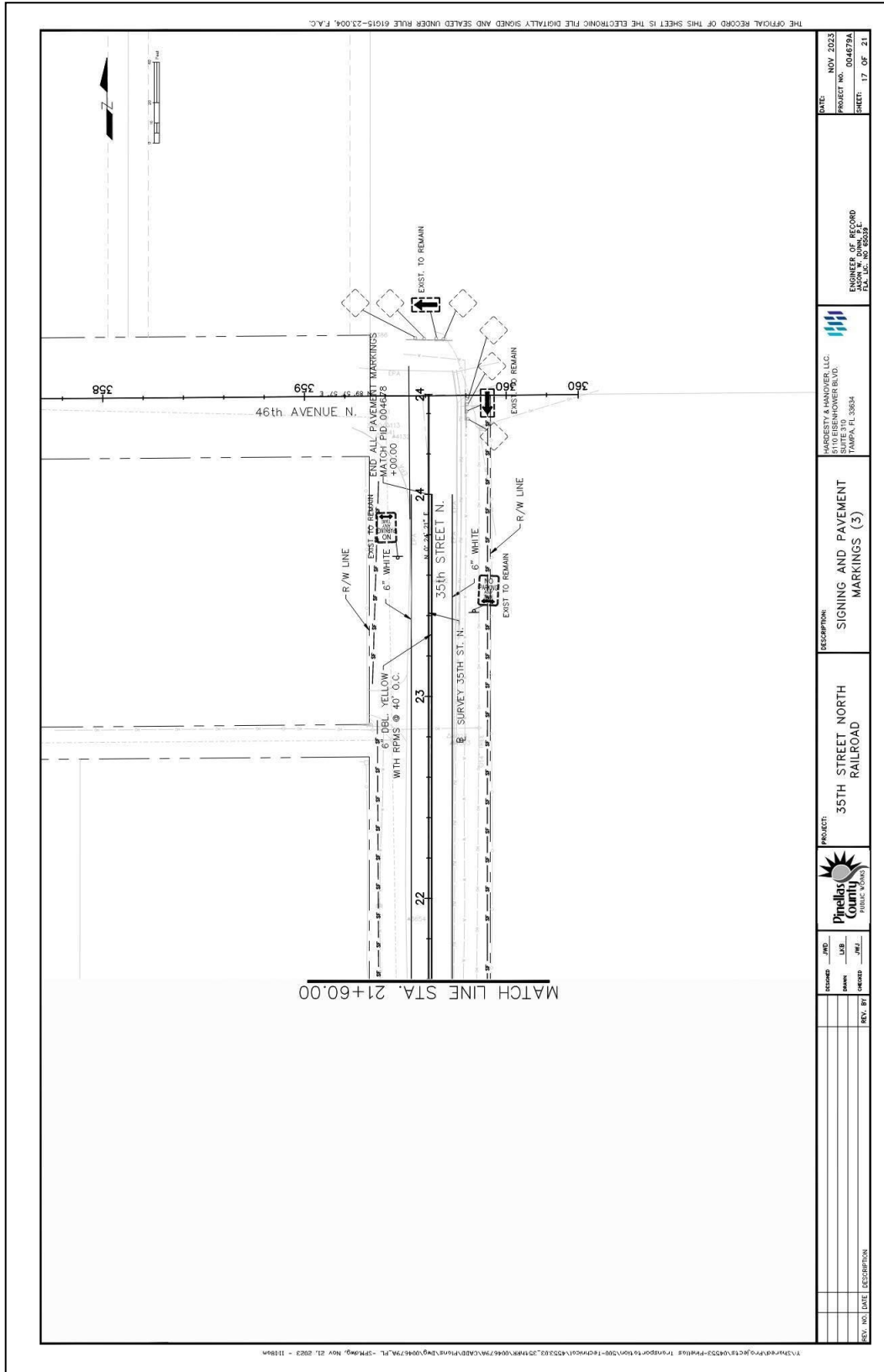
REV. NO.	DATE	DESCRIPTION

St. Petersburg, Pinellas County, FL
 Tub-Platform Crossing Surface 35th St. N.
 626694M; Florida Zone
 Clearwater Subdivision; ARE 894.74
 CSXT OP No. TBD





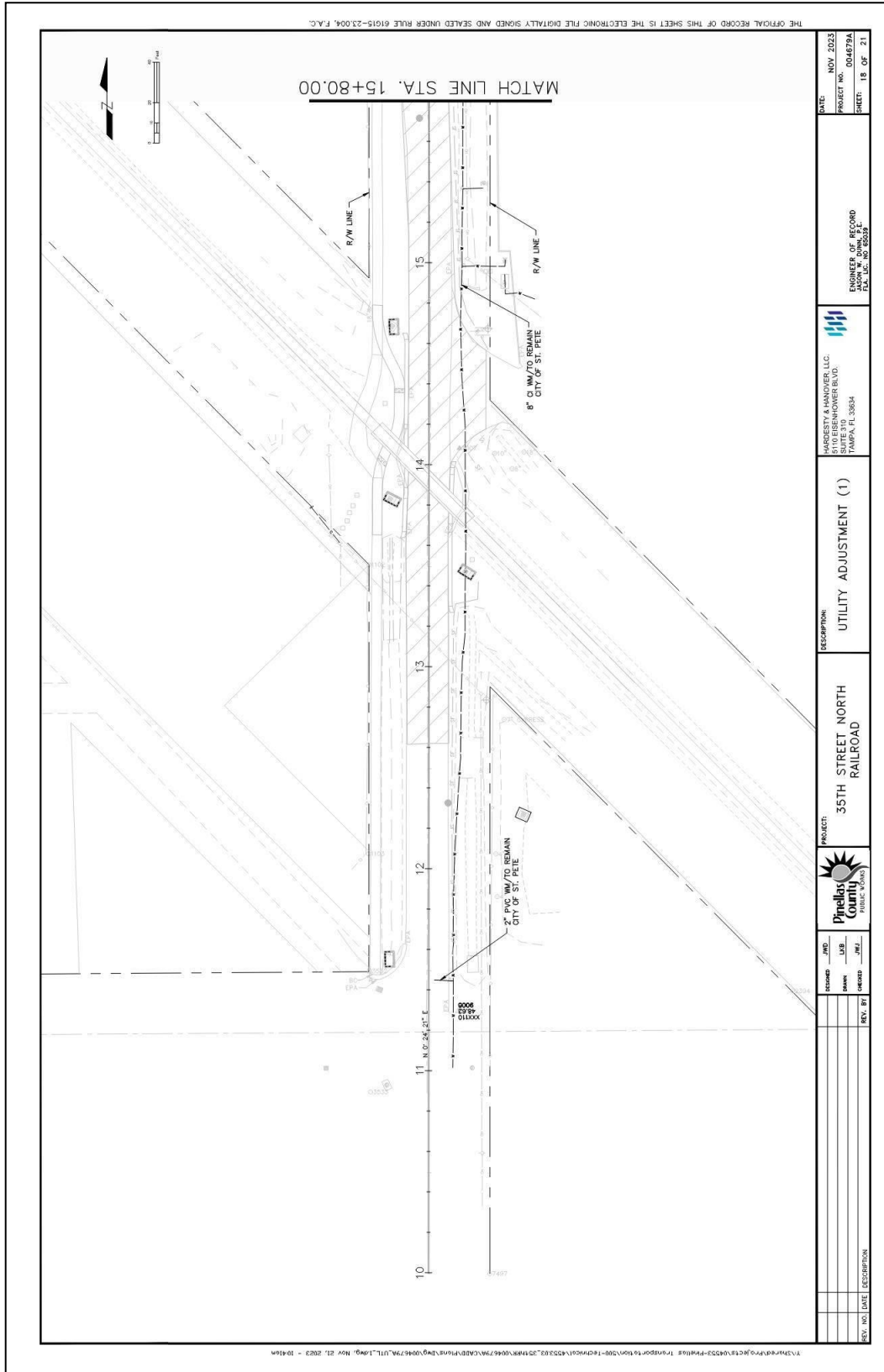
DATE:	NOV 2023	
PROJECT NO.:	004679A	
SHEET:	15 OF 21	
ENGINEER OF RECORD:	JACOB W. JORDAN, P.E.	
DESIGNER:	HARVEST & HARVEY, LLC 8119 EISENHOWER BLVD. TAMPA, FL 33634	
DESCRIPTION:	SIGNING AND PAVEMENT MARKINGS (1)	
PROJECT:	35TH STREET NORTH RAILROAD	
ISSUED:		
DATE:		
BY:		
CHKD:		
APP'D:		
REV. NO.	DATE	DESCRIPTION

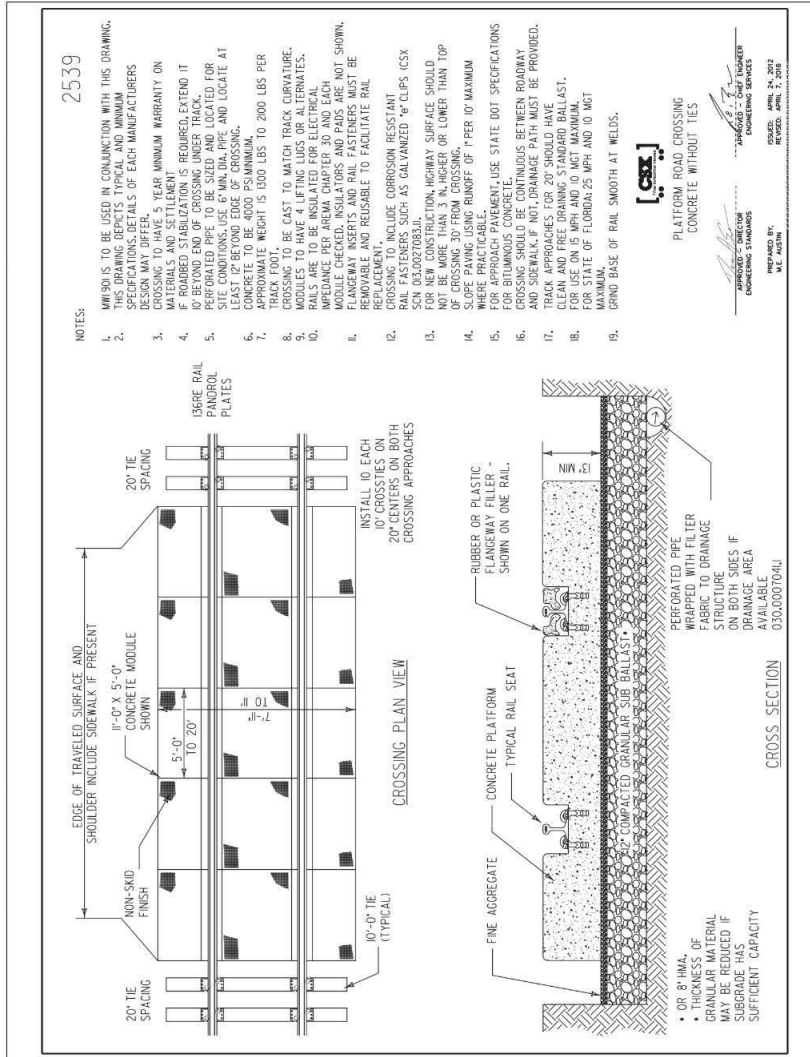


THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DATE	NOV 2023
PROJECT NO.	004679A
SHEET	17 OF 21
ENGINEER OF RECORD JACON W. JORDAN, P.E. LICENSE NO. 12552	
HARBESTY & HANOVER, LLC 5119 EISENHOWER BLVD. TAMPA, FL 33634	
DESCRIPTION:	SIGNING AND PAVEMENT MARKINGS (3)
PROJECT:	35TH STREET NORTH RAILROAD
DRAWN BY CHECKED BY REV. NO. DATE DESCRIPTION	

St. Petersburg, Pinellas County, FL
 Tub-Platform Crossing Surface 35th St. N.
 626694M; Florida Zone
 Clearwater Subdivision; ARE 894.74
 CSXT OP No. TBD





2539

HARDESTY & HANDOVER, LLC
 1401 N. HUNTER BLVD.
 SUITE 110
 TAMPA, FL 33634

REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 12859

DESIGNED: APRIL 2, 2021
 REVISION: APRIL 7, 2021

DATE: NOV 2023	PROJECT NO.: 004279A	PROVIDED BY COUNTY
SHEET: 21 OF 21	ENGINEER OF RECORD: HARDESTY & HANDOVER, LLC	
CSXT TUB DETAIL		
DESCRIPTION: 35TH STREET NORTH RAILROAD		
PROJECT: Pinellas County PUBLIC WORKS		
REV. NO.	DATE	DESCRIPTION

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 **Pinellas County, Florida Board of County Commissioners**.

“Agency Representative” shall mean the authorized representative of **Pinellas County, Florida Board of County Commissioners**.

“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 therefore.
- 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.

EXHIBIT D

FORCE ACCOUNT ESTIMATE

	ACCT. CODE : 709 - TBD	Form Revision 4/21/2023
<hr/>		
ESTIMATE SUBJECT TO REVISION AFTER:	3/11/2025	DOT NO.: 626694M
CITY: St. Petersburg	COUNTY: Pinellas	STATE: FL
DESCRIPTION: 35th Street North: Tub-Platform crossing surface upgrade and construction engineering & inspection and flagging services to cover proposed roadway resurfacing.		
ZONE: Florida	SUB-DIV: Clearwater	MILE POST: ARE 897.74
AGENCY PROJECT NUMBER: Pinellas County, Florida BOCC		
<hr/>		
<u>PRELIMINARY ENGINEERING:</u>		
212 Contracted & Administrative Engineering Services		\$ -
Subtotal		\$ -
<hr/>		
<u>CONSTRUCTION ENGINEERING/INSPECTION:</u>		
212 Contracted & Administrative Engineering Services		\$ 25,000
Subtotal		\$ 25,000
<hr/>		
<u>FLAGGING SERVICE: (Contract Labor)</u>		
70 Labor (Conductor-Flagman)		\$ -
50 Labor (Foreman/Inspector)	30 Days @	\$ 504.00
70 Additive (Transportation Department)		\$ -
50 Additive 160.00% (Engineering Department)		\$ 24,192
Subtotal		\$ 39,312
<hr/>		
<u>SIGNAL & COMMUNICATIONS WORK:</u>		\$ 7,120
<hr/>		
<u>TRACK WORK:</u>		\$ 279,894
<hr/>		
<u>PROJECT SUBTOTAL:</u>		\$ 351,326
900 <u>CONTINGENCIES:</u> 10.00%		\$ 35,133
<hr/>		
<u>PROJECT TOTAL:</u>	*****	\$ 386,458
<u>CURRENT AUTHORIZED BUDGET:</u>	*****	\$ -
<u>TOTAL SUPPLEMENT REQUESTED:</u>	*****	\$ 386,458
<hr/>		
<u>DIVISION OF COST:</u>		
Agency	100.00%	\$ 386,458
Railroad	0.00%	\$ -
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NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.		
<small>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</small>		
<small>Office of Chief Engineer Public Projects--Jacksonville, Florida</small>		
<small>Estimated prepared by: Benesch - CDS</small>	<small>Approved by: KSW</small>	<small>CSXT Public Project Group</small>
<small>DATE: 03/11/24</small>	<small>REVISED:</small>	<small>DATE: 03/11/24</small>

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum 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. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
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 (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
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 Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.

- d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. 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
 - g. 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 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

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

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 _____, 20____, between PINELLAS COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS 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: _____

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