

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/2/2020

Contract/Lease Control #: C20-2965-PW

Procurement#: ITB PW 65-20

Contract/Lease Type: AGREEMENT-(EASEMENT)

Award To/Lessee: FLORIDA GULF & ATLANTIC RAILROAD, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/04/2020

Expiration Date: 1,095 CALENDAR DAYS AFTER NTP

Description of Contract/Lease: CONSTRUCTION AGREEMENT FOR EASEMENT DURING SOUTHWEST CRESTVIEW BYPASS (Phase V & EAST WEST CONNECTOR)

Department: PUBLIC WORKS

Department Monitor: AUTREY

Monitor's Telephone #: 850-609-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C20-2965-PW Tracking Number: 4129-20  
 Procurement/Contractor/Lessee Name: (FGA) Florida Gulf & Atlantic Railroad Grant Funded: YES \_\_\_ NO X  
 Purpose: Construction Agreement for Easement - Construction Southwest Crestview Bypass  
 Date/Term: 1095 Days <sup>Calendar</sup> after NTP  
 Department #: 3219  
 Account #: 563159 ~~ST000009~~  
 Amount: \$ 200,613<sup>20</sup>  
 Department: Public Works Dept. Monitor Name: Jason Autrey

1.  GREATER THAN \$100,000  
 2.  GREATER THAN \$50,000  
 3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Jessica Darr Date: 8 Sept 2020  
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: N/A Not Applicable Grant Name: N/A  
 Grants Coordinator Danielle Garcia Date: N/A

**Risk Management Review**

Approved as written: incorporated into ITB PW65-20 See Email 28 July 2020 at 8:29 AM  
Lisa Price Date: 28 July, 2020  
 Risk Manager or designee Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: Email dated 16 July, 2020  
Kerry Parsons Date: 16 July, 2020  
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Department Funding Confirmed: See BCC Agenda Item dated 4 August, 2020 for Agreement with FGA  
 Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: Not Applicable Date: \_\_\_\_\_

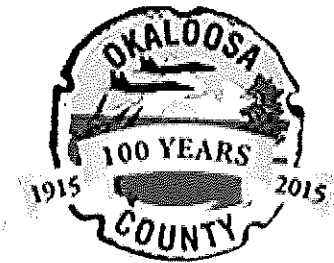
## Jesica Darr

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**From:** DeRita Mason  
**Sent:** Tuesday, September 8, 2020 10:04 AM  
**To:** Jesica Darr  
**Subject:** FW: 19313 FGA Construction Agreement for Crestview Bypass

See below from Roy.

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

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**From:** Roy Petrey <[rpetrey@myokaloosa.com](mailto:rpetrey@myokaloosa.com)>  
**Sent:** Tuesday, September 8, 2020 10:03 AM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Subject:** FW: 19313 FGA Construction Agreement for Crestview Bypass

**Roy**

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**From:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Sent:** Thursday, July 16, 2020 2:38 PM  
**To:** Roy Petrey <[rpetrey@myokaloosa.com](mailto:rpetrey@myokaloosa.com)>  
**Subject:** RE: 19313 FGA Construction Agreement for Crestview Bypass

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**  
**Nabors  
Giblin &  
Nickerson**  
1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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**From:** Roy Petrey <[rpetrey@myokaloosa.com](mailto:rpetrey@myokaloosa.com)>  
**Sent:** Wednesday, July 15, 2020 2:17 PM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Subject:** FW: 19313 FGA Construction Agreement for Crestview Bypass

Hi, Kerry.

Need your review of the attached agreement from FGA for consideration to take before the Board and also your comments related to adding their requirements to our construction contract. These are action items for this Friday's meeting and if possible I'd like to report them as complete.

Thanks,

**Roy**

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**From:** Roy Petrey  
**Sent:** Thursday, July 9, 2020 3:26 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Scott Bitterman <[sbitterman@myokaloosa.com](mailto:sbitterman@myokaloosa.com)>; Steve Schmidt <[sschmidt@myokaloosa.com](mailto:sschmidt@myokaloosa.com)>  
**Subject:** FW: 19313 FGA Construction Agreement for Crestview Bypass

Kerry,

I see that you weren't copied with the initial distribution of this draft agreement between County and FGA.

I'm working on integrating into our construction contract FGA's requirements. After you've had a chance to review, please call to discuss.

Thanks,

**Roy Petrey, PE**

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**From:** Collins, Brad <Michael.Collins@hdrinc.com>  
**Sent:** Wednesday, July 8, 2020 9:47 AM  
**To:** Kellner, Robert <Bob.Kellner@hdrinc.com>; McGhee, Ryan <Ryan.McGhee@hdrinc.com>; Roy Petrey <rpetrey@myokaloosa.com>; Scott Bitterman <sbitterman@myokaloosa.com>; Steve Schmidt <sschmidt@myokaloosa.com>; Jason Autrey <jautrey@myokaloosa.com>  
**Cc:** VanSteenburg, James <James.VanSteenburg@hdrinc.com>  
**Subject:** FW: 19313 FGA Construction Agreement for Crestview Bypass

All,

Attached is the Construction Agreement sent by FGA. After a conference call with them last week, it appears the cleanest way to handle the contract is Okaloosa handling it directly with FGA. We estimated the duration of need for flagger and construction supervisor at 3 months. We will obviously be working with contractor to narrow that down if possible.

Additionally, there is some insurance that is required by the contractor that will need to be added in the specs. I believe the information is located in the back of this document, but the information is also below

## **INSURANCE REQUIREMENTS**

### I. Insurance Policies

Agency and Contractor, if and to the extent that either is performing work on or about FGA'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 FGA 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 FGA 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 FGA as an additional named insured.
4. **Railroad protective liability insurance with limits of not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$6,000,000, 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. **Florida Gulf & Atlantic Railroad, LLC 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 FGA OP number or FGA contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as FGA may require.

## II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

Florida Gulf & Atlantic Railroad, LLC  
Patricia Bencivenga, Chief Financial Officer  
1515 S Federal Highway  
Suite 404  
Boca Raton, FL 33432

And

Jay Harris, PE  
Crouch Engineering, Inc.  
5115 Maryland Way, STE 225  
Brentwood, TN 37027  
[jharris@crouchengineering.com](mailto:jharris@crouchengineering.com)

2. Neither Agency nor its Designee may begin work on or about FGA property until written approval of the required insurance has been received from FGA or its representative.

**Brad Collins, P.E., M.B.A**  
*Project Manager, Associate*

**HDR**  
25 West Cedar Street, Suite 200  
Pensacola, FL 32502  
D 850-429-8931 M 850-529-7360  
[michael.collins@hdrinc.com](mailto:michael.collins@hdrinc.com)

[hdrinc.com/follow-us](http://hdrinc.com/follow-us)

**From:** Scott Vick [<mailto:SVick@crouchengineering.com>]  
**Sent:** Wednesday, July 1, 2020 4:55 PM  
**To:** Collins, Brad <[Michael.Collins@hdrinc.com](mailto:Michael.Collins@hdrinc.com)>  
**Cc:** David Pope <[david.pope@fgarailroad.com](mailto:david.pope@fgarailroad.com)>; [patricia.bencivenga@railusa.net](mailto:patricia.bencivenga@railusa.net)  
**Subject:** 19313 FGA Construction Agreement for Crestview Bypass

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Brad,

Attached is the Construction Agreement for the Crestview Bypass Project. Costs have been allocated for CEI services on behalf of the railroad for 70 days during a 90-day work period. Costs have also been allocated for 70 days of flagging during a 90-day work period. If HDR believes the contractor will be working weekends, we will need to increase the number of days. We assumed 5 day work weeks with 4 additional days for Saturday or weekend work.

The County will need to issue payment to FGA prior to FGA's execution of the agreement.

If you have any questions, let me know.

Scott

Scott Vick, PE, PMP  
Office 615.932.8141  
Cell 615.430.2511  
[svick@crouchengineering.com](mailto:svick@crouchengineering.com)

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## Jesica Darr

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**From:** DeRita Mason  
**Sent:** Tuesday, September 8, 2020 10:10 AM  
**To:** Jesica Darr  
**Subject:** FW: 19313 FGA Okaloosa County\_Crestview Bypass Construction Agreement 07-02-2020\_RP\_Final 7-27-2020\_For BCC.pdf

Risk approval.

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

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**From:** Roy Petrey <[rpetrey@myokaloosa.com](mailto:rpetrey@myokaloosa.com)>  
**Sent:** Tuesday, September 8, 2020 10:10 AM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Subject:** FW: 19313 FGA Okaloosa County\_Crestview Bypass Construction Agreement 07-02-2020\_RP\_Final 7-27-2020\_For BCC.pdf

This is where Lisa reviewed the FGA Agreement.

The FGA Agreement requires we incorporate some risk language (indemnity and insurance requirements) in our construction contract (ITB 65-20); Lisa's comments were pertinent to the construction contract and were incorporated therein.

**Roy**

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**From:** Lisa Price  
**Sent:** Tuesday, July 28, 2020 8:29 AM  
**To:** Roy Petrey <[rpetrey@myokaloosa.com](mailto:rpetrey@myokaloosa.com)>  
**Subject:** RE: 19313 FGA Okaloosa County\_Crestview Bypass Construction Agreement 07-02-2020\_RP\_Final 7-27-2020\_For BCC.pdf

Good morning,

Okaloosa County BCC should also be listed as a certificate holder and the waiver of subrogation and additionally insured should be added. It also states that all proof of insurance:

**Additional Terms**

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

Jay Harris, PE  
Crouch Engineering  
5115 Maryland Way, STE 225  
Brentwood, TN 37027  
[jharris@crouchengineering.com](mailto:jharris@crouchengineering.com)

2. Neither Agency nor its Designee may begin work on or about FGA property until written approval of the required insurance has been received from FGA.

Unless I am missing something I would add Okaloosa County BCC to that as well.

Thanks,

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



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**From:** Roy Petrey <[rpetrey@myokaloosa.com](mailto:rpetrey@myokaloosa.com)>  
**Sent:** Monday, July 27, 2020 1:45 PM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Cc:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Subject:** 19313 FGA Okaloosa County\_Crestview Bypass Construction Agreement 07-02-2020\_RP\_Final 7-27-2020\_For

BCC.pdf

**Importance:** High

Lisa,

I believe I sent you an advance copy of this a week or so ago. Please review and let me know if you have issues with it. If you'd like to review together I can make myself available.

Legal (Kerry) has already approved. Further, I've incorporated the insurance requirements FG&A is imposing us to require by our contractor into the construction agreement and you'll have a chance to review that again. I'm trying to get this agreement on the agenda for next Tuesday.

Thanks,

Roy

**FLORIDA GULF & ATLANTIC  
RAILROAD, LLC**

**CONSTRUCTION AGREEMENT**

Crestview Bypass, New Bridge Over the FGA  
Crestview, Okaloosa County, Florida  
MP 698.85  
FGA Public Project No. 19313

This Construction Agreement ("Agreement") is made as of August 4, 20<sup>20</sup>, by and between Florida Gulf & Atlantic Railroad, LLC., a Delaware company with its principal place of business in Boca Raton, Florida ("FGA"), and Okaloosa County a political subdivision of the State of Florida ("Agency").

**EXPLANATORY STATEMENT**

1. Agency wishes to facilitate the installation of a proposed four lane highway passing over the FGA for a project collectively known as the Crestview Bypass, in the vicinity of FGA milepost OOK 698.85, located in Crestview, Okaloosa 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, FGA 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 FGA 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 FGA, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) FGA 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 FGA or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at FGA's election, to the review and approval of FGA. Such plans, specifications and drawings, as prepared or approved by FGA, 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 FGA as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of FGA Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, FGA signifies only that such Plans and improvements constructed in accordance with such Plans satisfy FGA's requirements. FGA 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 FGA Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, FGA shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that FGA shall provide all services that FGA 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 FGA's contractual obligations, including, but not limited to, FGA'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. FGA shall commence its work under this Agreement following: (i) delivery to FGA of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by FGA prior to the commencement of work by FGA; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to FGA, as required by Section 9. The initiation of any services by FGA 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 FGA or on FGA property shall conclude no later than 270 days following the notice-to-proceed, 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 FGA 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 FGA for all costs and expenses incurred by FGA in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, including meals or per diem, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to FGA's consultants and subcontractors, and (6) FGA labor in connection with the Project, together with FGA labor overhead percentages established by FGA pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by FGA prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. FGA has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event FGA 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 for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. FGA 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 FGA 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). FGA agrees to submit invoices to Agency for such amounts and Agency shall remit payment to FGA 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. Invoices shall reconcile amounts against deposits made by Agency.

4.3.2 Following completion of the Project, FGA shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by FGA against the total payments received from Agency. Agency shall pay to FGA 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 FGA from Agency exceed the Reimbursable Expenses, FGA shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay FGA any sums due FGA under this Agreement: (i) Agency shall pay FGA 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) FGA 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 FGA shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to FGA shall be made by Electronic Fund Transfer (EFT) or by certified check and mailed to the following address or such other address as designated by FGA's notice to Agency:

Florida Gulf & Atlantic Railroad, LLC  
Attention: Patricia Bencivenga, Chief Financial Officer  
RailUSA, LLC  
1515 S Federal Highway  
Suite 404  
Boca Raton, FL 33432

4.4 Effect of Termination. Agency's obligation to pay to FGA Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to FGA that: (i) Agency has appropriated funds sufficient to reimburse FGA 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 FGA 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, FGA hereby grants Agency a nonexclusive license to access and cross FGA'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 FGA and such temporary construction easements as may be designated on the Plans approved by FGA.

6.3 Permanent Easements. Insofar as it has the right to do so, FGA shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on FGA property as shown on the Plans approved by FGA, if any, on terms and conditions and at a price acceptable to the parties. Upon request by FGA, Agency shall furnish to FGA 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 FGA.

## 8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to FGA. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of FGA's default or termination of this Agreement or Work on the Project by either party.

8.2 By FGA. In addition to the other rights and remedies available to FGA under this Agreement, FGA 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 FGA 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 FGA pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by FGA to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning FGA's property to its former condition, and all other costs of FGA 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 FGA for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, FGA's only remaining obligation to Agency shall be to refund to Agency payments made to FGA 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 FGA's insurance requirements attached to this Agreement as Exhibit E. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by FGA's Risk Management Department.

## 10. Ownership and Maintenance

### Other Improvements

10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after

reasonable notice from FGA (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of FGA, that requires immediate action), FGA may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the structure and restore FGA's property to its original condition, at Agency's sole cost and expense, to FGA's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of FGA, which may be withheld for any reason, and the execution of such agreements as FGA may require.

## 11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold FGA 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 FGA, 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 FGA, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against FGA 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 FGA'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 FGA and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "FGA Affiliates". For the purpose of this Section 11, FGA's affiliates include FGA and all entities, directly or indirectly, owned or controlled by or under common control of FGA or FGA and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify FGA 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 FGA. Except as otherwise provided by this Agreement, FGA 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 FGA to prohibit Agency or its Contractors or anyone from entering FGA'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 FGA 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 FGA and the assumption of FGA's assignee of FGA's obligations under this Agreement, FGA shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without FGA'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 FGA:

Florida Gulf & Atlantic Railroad, LLC  
Attention: Patricia Bencivenga, Chief Financial Officer  
RailUSA, LLC  
1515 S Federal Highway  
Suite 404  
Boca Raton, FL 33432

If to Agency:

Okaloosa Board of County Commissioners  
Attn: County Administrator  
1250 N. Eglin Parkway  
Shalimar, FL 32579

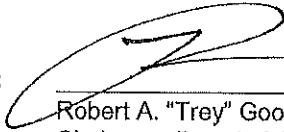
17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid 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 Palm Beach County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Palm Beach 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.

Okaloosa County

By:




Robert A. "Trey" Goodwin III  
Chairman, Board of County Commissioners



Florida Gulf & Atlantic Railroad, LLC.

By:



Patricia Bencivenga, Chief Financial Officer

ACCOUNTING

**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:

Agency wishes to facilitate the installation of a proposed four lane highway passing over the FGA for a project collectively known as the Crestview Bypass, in the vicinity of FGA milepost OOK 698.85, located in Crestview, Okaloosa County, Florida (the "Project").

B. FGA shall perform or cause to be performed:

1. Flagging services and other protective services and devices as may be necessary. The FGA will provide flagging service for a 70 working days during a 90 day period.
2. Construction engineering and inspection to protect the interests of FGA for 70 working days during a 90 day period.

## 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 FGA for its review and approval:

**Plan set prepared by HDR Engineering, Inc., 25 West Cedar Street, Suite 200, Pensacola, FL identified as Southwest Crestview Bypass (Phase V), Structural Plans for Bridge No. 574195.**

SHEET DESCRIPTION PREPARER DATE

1 of 146 dated June 24, 2020

## EXHIBIT C

### FGA 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:

"FGA" shall mean Florida Gulf & Atlantic Railroad, LLC, its successors and assigns.

"FGA Representative" shall mean the authorized representative of Florida Gulf & Atlantic Railroad, LLC.

"Agreement" shall mean the Agreement between FGA and Agency, as amended from time to time.

"Agency" shall mean the **Okaloosa County**.

"Agency Representative" shall mean the authorized representative of **Okaloosa 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 FGA ENGINEER

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

#### II. INTERFERENCE WITH FGA OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with FGA operations, including train, signal, telephone and telegraphic services, or damage to FGA's property, or to poles, wires, and other facilities of tenants on FGA's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or FGA 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 FGA 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 FGA's property, Agency or its Contractor shall make such provision. If the FGA Representative determines that such provision is insufficient, FGA 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 FGA Property or rights-of-way until it has complied with the following conditions:

A. Notify FGA in writing of the date that it intends to commence Work on the Project. Such notice must be received by FGA at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on FGA 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 FGA Representative to begin Work on FGA property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from FGA the names, addresses and telephone numbers of FGA'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 FGA 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 FGA 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 FGA or Agency, but must be approved by both FGA 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 FGA.

B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with FGA 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 FGA 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 FGA and shall execute a license agreement or right of entry satisfactory to FGA, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross FGA'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.

C. The Contractor will pay for FGA flagman stationed at any private crossing. Payment for flagman services will to be paid prior to mobilization of the flagman.

#### VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with FGA for accomplishing stage construction involving work by FGA. In arranging its schedule, Agency or Contractor shall ascertain, from FGA, 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 FGA for hindrance or delay caused by railroad traffic; work done by FGA 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 FGA 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 FGA 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 FGA's property or where they may potentially interfere with FGA's operations, unless Agency or Contractor has received FGA Representative's prior written permission. Agency and Contractor understand and agree that FGA will not be liable for any damage to such materials and equipment from any cause and that FGA 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 FGA property shall be subject to FGA's inspection and approval.
2. Construction work on FGA property shall be in accord with FGA's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the FGA, which Agency and Contractor shall be required to obtain from FGA, and in accord with any other instructions furnished by FGA or FGA's Representative.

### B. Blasting

1. Agency or Contractor shall obtain FGA Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to FGA 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 FGA. At least 10 days' advance notice to FGA Representative is required to arrange for the presence of an authorized FGA representative and any flagging that FGA 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 FGA's property

resulting from the blasting, as directed by FGA Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including passenger trains, Agency shall bear the entire cost thereof.

e. Agency and Contractor shall not store explosives on FGA property or closer than the minimum distance specified in 27 CFR 555.218 or 27 CFR 555.219, as applicable, with FGA's line being considered an unbarricaded passenger railway or a public railroad (as applicable) for purposes of the columns in the tables of distances

2. FGA 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 FGA 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 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. FGA 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 FGA, or over tracks.

B. Agency shall reimburse FGA directly for all costs of flagging that is required on account of construction within FGA 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 FGA 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 FGA to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and FGA shall not be liable for the cost of delays attributable to obtaining such service.

D. FGA shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of FGA Representative, such inspection may be necessary. Agency shall reimburse FGA for the costs incurred by FGA for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. FGA shall render invoices for, and Agency shall pay for, the actual pay rate of the flag persons 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 FGA and its employees, or if the tax rates on labor are changed, bills will be rendered by FGA 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. FGA reserves the right to use a third party provider for flagging services, and will pass through the cost of such services, plus any admin costs and expenses incurred by the FGA to engage said services.

#### XI. UTILITY FACILITIES ON FGA PROPERTY

Agency shall arrange, upon approval from FGA, to have any utility facilities on or over FGA 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 FGA'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 FGA Property in neat condition, satisfactory to FGA Representative.

#### XIII. FAILURE TO COMPLY

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

**EXHIBIT D**

**INITIAL ESTIMATE**

**ATTACHED**

**Crestview Bypass, New Bridge Over the FGA  
Crestview, Okaloosa County, Florida  
MP 698.85  
FGA Public Project No. 19313**

**D-1**

# ESTIMATE OF COSTS

## Construction Management & Flagging for Construction of New Bridge

Project No.:	19313 - Crestview Bypass Bridge over RR
Location:	MP OOK 698.85 Crestview, Okaloosa County, Florida
Client Name & Address:	FGA
Consultant Name & Address:	Florida Gulf & Atlantic Railroad 1240 South Lipona Road Tallahassee, FL 32304

### I. Direct Salary Cost (payroll costs) Engineering:

Classification	Rate	Hours	Total	
General Manager	\$200.00	50	\$10,000.00	
Senior Construction Manager	\$130.00	700	\$91,000.00	
<b>Subtotal:</b>				<b>\$ 101,000.00</b>

### II. Other Expenses:

		Mileage Rate		
Transportation		\$0.575	\$	
Plans/Permits			\$	
Other	22,220.00		\$22,220.00	
<b>Subtotal:</b>				<b>\$ 22,220.00</b>

### III. Subconsultants

Subconsultants				
<b>Subtotal:</b>				<b>\$ -</b>

**Total Engineering Cost (I+II+III):** **\$ 123,220.00**

**Railroad Administrative Fee (6%):** **\$ 7,393.20**

**Railroad Flagging/Worker Protection, Day** 70 days \$1,000 **\$ 70,000.00**

**Total Project Cost** **\$ 200,613.20**

## EXHIBIT E

### PAYMENT SCHEDULE

#### Advance Payment in Full

Upon exception and delivery of notice to proceed with the Project, Agency will deposit with FGA a sum equal to the Reimbursable Expenses, as shown by the Estimate. If FGA anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, FGA will request an additional deposit equal to the then remaining Reimbursable Expenses which FGA estimates that it will incur. FGA 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.

#### Scheduled Payments

Agency shall deposit with FGA the following sums on or before the dates set forth below, which sums and dates shall be subject to adjustment in the event of revisions to the Estimate:

Construction Management/Observation	<u>\$123,220.00</u>
Railroad Provided Worker Protection/Flagging	<u>\$70,000.00</u>
Railroad Administration Fee	<u>\$7,393.20</u>
<b>Total Payment:</b>	<b><u>\$200,613.20</u></b>

Terms: Within thirty (30) days following receipt of this executed agreement by Agency.

Send copy of confirmed payment to Patricia Bencivenga, Chief Accounting Officer, at [patricia.bencivenga@railusa.net](mailto:patricia.bencivenga@railusa.net).

#### Progress Payments in Arrears

Notwithstanding anything to the contrary set forth in this Agreement, Agency shall pay FGA in arrears for its Reimbursable Expenses, rather than in advance, with only such exceptions, such as purchasing materials and equipment, as the parties mutually agree. Accordingly, Agency shall remit payment to FGA for its Reimbursable Expenses with thirty (30) days following delivery to Agency of an invoice.

## EXHIBIT F

### INSURANCE REQUIREMENTS

#### I. Insurance Policies

Agency and Contractor, if and to the extent that either is performing work on or about FGA'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 FGA 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 FGA 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 FGA as an additional named insured.
4. Railroad protective liability Insurance with limits of not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$6,000,000, 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. Florida Gulf & Atlantic Railroad, LLC 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 FGA Project Number 19313 must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as FGA may require.

## II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

Florida Gulf & Atlantic Railroad, LLC  
Attention: Patricia Bencivenga, Chief Financial Officer  
RailUSA, LLC  
1515 S Federal Highway  
Suite 404  
Boca Raton, FL 33432

And

Jay Harris, PE  
Crouch Engineering, Inc.  
5115 Maryland Way, STE 225  
Brentwood, TN 37027  
[jharris@crouchengineering.com](mailto:jharris@crouchengineering.com)

2. Neither Agency nor its Designee may begin work on or about FGA property until written approval of the required insurance has been received from FGA or its representative.

**SCHEDULE I**

**CONTRACTOR'S ACCEPTANCE**

To and for the benefit of Florida Gulf & Atlantic Railroad, LLC. ("FGA") and to induce FGA to permit Contractor on or about FGA's property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, between Okaloosa County, 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: \_\_\_\_\_

## ATTACHMENT "A"

### INSURANCE REQUIREMENTS

#### I. Insurance Policies:

Agency and its Designee, if and to the extent that either is performing work on or about FGA'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 FGA 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 FGA 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 FGA 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 \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$6,000,000, 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. Florida Gulf & Atlantic Railroad, LLC 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 FGA Project Number 19313 must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as FGA may require.

## II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

Jay Harris, PE  
Crouch Engineering  
5115 Maryland Way, STE 225  
Brentwood, TN 37027  
[jharris@crouchengineering.com](mailto:jharris@crouchengineering.com)

Patricia Bencivenga  
Rail USA  
1515 S Federal Hwy STE 404  
Boca Raton FL 33432  
Patricia.Bencivenga@RAILUSA.COM

2. Neither Agency nor its Designee may begin work on or about FGA property until written approval of the required insurance has been received from FGA.



OKALOOSA CO  
SOUTHWEST CREST

STRUCT  
BRIDGE

*INDEX OF STRUCTURE PLANS*

<i>SHEET NO.</i>	<i>SHEET DESCRIPTION</i>
<i>B-1 THRU B-10</i>	<i>GENERAL SHEETS</i>
<i>BI-1 THRU BI-80</i>	<i>SOUTHWEST CRESTVIEW BYPASS (PHASE V) (BRIDGE NO. 574195)</i>
<i>BW-1 THRU BW-4</i>	<i>RETAINING WALL</i>
<i>GB-1 THRU GB-17</i>	<i>GEOTECHNICAL</i>



PREPARED BY:

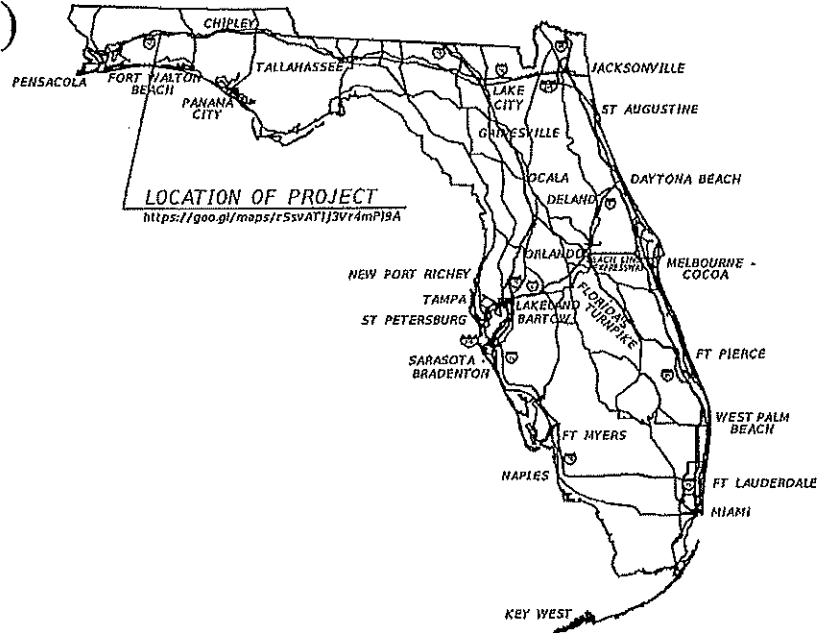
HDR Engineering, Inc.  
25 West Cedar Street, Suite 200  
Pensacola, Florida 32502  
(850) 429-8900  
[www.hdrinc.com](http://www.hdrinc.com)

OKALOOSA COUNTY PROJE

# COUNTY, FLORIDA

## NEW BYPASS (PHASE V)

RE PLANS  
NO. 574195



### COMMISSIONERS

GRAHAM FOUNTAIN  
CAROLYN KETCHEL  
NATHAN BOYLES  
TREY GOODWIN  
KELLY WINDES

DISTRICT ONE  
DISTRICT TWO  
DISTRICT THREE  
DISTRICT FOUR  
DISTRICT FIVE

COUNTY ADMINISTRATOR  
JOHN HOFSTAD

PUBLIC WORKS DIRECTOR:  
JASON AUTREY P.E.

ENGINEER OF RECORD:  
CHESTER A. SMITH III, P.E.  
70756

MANAGER: SCOTT BITTERMAN, P.E.

SHEET  
NO.

B-1

**GENERAL NOTES**

**DESIGN SPECIFICATIONS:**

1. FDOT STRUCTURES MANUAL DATED JANUARY 2020.
2. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) LOAD AND RESISTANCE FACTOR (LRFD) BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION.
3. FDOT DESIGN MANUAL DATED JANUARY, 2020.

3. CONSTRUCTION LOADS:

FINISHING MACHINE LOAD; TOTAL  $W = \text{BRIDGE WIDTH (FT)} \times \text{MACHINE}$   
 $80 < W \leq 120 \quad 16$

FINISHING MACHINE WHEEL LOCATION BEYOND THE EDGE OF DECK OVERHANG:

CONSTRUCTION LIVE LOAD:

**GOVERNING STANDARDS AND CONSTRUCTION SPECIFICATIONS:**

FLORIDA DEPARTMENT OF TRANSPORTATION, FY2020-21 STANDARDS PLANS AND REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND JULY 2020 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS.

**VERTICAL DATUM:**

NAVD 88.

REMOVABLE DECK CANTILEVER TIMBER FORMS WITH OVERHANG BRACKETS:

**DESIGN METHODOLOGY:**

1. LOAD AND RESISTANCE FACTOR DESIGN (LRFD) METHOD USING STRENGTH, SERVICE, EXTREME EVENT AND FATIGUE LIMIT STATES.
2. OPERATIONAL IMPORTANCE FACTOR  $\eta_1 = 1.0$

LIVE LOAD AT OR NEAR THE OUTSIDE EDGE OF DECK DURING DECK CASTING:

**STRUCTURAL ANALYSIS:**

<u>COMPONENT</u>	<u>SOFTWARE</u>
PRESTRESSED BEAM	LEAP BRIDGE, V19.02.00.33

CONSTRUCTION INACTIVE DESIGN WIND SPEED:

**DESIGN LOADINGS:**

1. LIVE LOADS: HL-93 WITH DYNAMIC LOAD ALLOWANCE
2. DEAD LOADS:

VELOCITY PRESSURE EXPOSURE COEFFICIENT (KZ)

CONSTRUCTION ACTIVE DESIGN WIND SPEED:

- |                                                 |          |
|-------------------------------------------------|----------|
| FLORIDA-I 63 BEAM                               | 1037 PLF |
| 36" SINGLE-SLOPE TRAFFIC RAILING:               | 430 PLF  |
| 27" CONCRETE PARAPET:                           | 225 PLF  |
| STAY-IN-PLACE FORMS:                            | 20 PSF   |
| REINFORCED CONCRETE:                            | 150 PCF  |
| CONCRETE SEPARATOR:                             | 710 PLF  |
| BRIDGE FENCING (CURVED TOP):                    | 40 PLF   |
| ALUMINUM PEDESTRIAN/BICYCLE BULLET RAIL: 10 PLF |          |

4. UTILITIES: NO ALLOWANCE FOR U IN THE DESIGN.

FUTURE WEARING SURFACE: DESIGN DOES NOT INCLUDE AN ALLOWANCE OF 15 PSF FOR FUTURE WEARING SURFACE.

THE 8½-INCH DECK THICKNESS INCLUDES A ONE-HALF INCH SACRIFICIAL THICKNESS INCLUDED IN THE DEAD LOAD OF THE DECK SLAB BUT OMITTED FROM THE SECTION PROPERTIES USED FOR DESIGN.

**ENVIRONMENT:**

BRIDGE NO.	SUPERSTRUCTURE
574195	SLIGHTLY AGGRESSIV.

**MATERIALS:**

1. CONCRETE:

CONCRETE CLASS	MINIMUM 28-DAY COMPRESSIVE STRENGTH (psi)
II	3,400
II (BRIDGE DECK)	4,500
IV	5,500
V (SPECIAL)	6,000
VI	8,500

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T OF FINISHING  
5)

2. CONCRETE COVER:

CONCRETE COVER DIMENSIONS SHOWN IN THE PLANS DO NOT INCLUDE PLACEMENT AND FABRICATION TOLERANCES UNLESS SHOWN AS "MINIMUM COVER". SEE SPECIFICATION SECTION 415 FOR ALLOWABLE TOLERANCES. ALL DIMENSIONS PERTAINING TO THE LOCATION OF REINFORCING STEEL ARE TO CENTERLINE OF BAR EXCEPT WHERE CLEAR DIMENSION IS NOTED TO FACE OF CONCRETE.

6 INCHES

20 PSF EXTENDED OVER THE ENTIRE BRIDGE WIDTH AND 50-FEET IN LONGITUDINAL LENGTH CENTERED ON THE FINISHING MACHINE.

15 PSF

75 PLF APPLIED AS A MOVING LOAD OVER A LENGTH OF 20 FT.

90 MPH

1.14

30 MPH

LOADS HAS BEEN INCLUDED

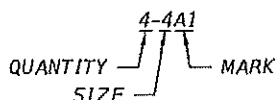
CAST-IN-PLACE SUPERSTRUCTURE (TOP OF DECK)	2½" *
CAST-IN-PLACE SUPERSTRUCTURE (EXCEPT TOP OF DECK)	2"
PRECAST PRESTRESSED BEAMS (EXCEPT TOP SURFACE)	2"
TOP SURFACE OF BEAM TOP FLANGE	¾"
CAST-IN-PLACE SUBSTRUCTURE (CAST AGAINST EARTH OR SURFACES IN CONTACT WITH WATER)	4"
CAST-IN-PLACE SUBSTRUCTURE (FORMED SURFACES)	3"
CAST-IN-PLACE SUBSTRUCTURE (TOP OF BEAM PEDESTALS)	2"

\* INCLUDES ½" SACRIFICIAL THICKNESS.

3. REINFORCING STEEL:

A. GRADE 60 CARBON STEEL PER SPECIFICATIONS SECTION 931.

B. TYPICAL REINFORCING BARS ARE DESIGNATED AS:



PLAN DIMENSIONS:

ALL DIMENSIONS IN THESE PLANS ARE MEASURED IN FEET EITHER HORIZONTALLY OR VERTICALLY UNLESS NOTED OTHERWISE.

UTILITIES:

FOR PLAN LOCATIONS OF EXISTING UTILITIES AND DISPOSITION OF UTILITIES, SEE THE UTILITY ADJUSTMENT SHEET(S) IN THE ROADWAY PLANS.

BRIDGE NAME AND NUMBER:

PLACE THE FOLLOWING BRIDGE NAME AND NUMBER ON THE TRAFFIC RAILINGS IN ACCORDANCE WITH THE TRAFFIC RAILING STANDARDS PLANS:

BRIDGE NO.	NAME
574195	SOUTHWEST CRESTVIEW BYPASS

CONCRETE SURFACE FINISH:

A CLASS 2 FINISH COATING SHALL BE APPLIED TO THE PORTIONS OF THE STRUCTURE SHOWN IN THE SURFACE FINISH DETAIL, SEE GENERAL NOTES (2 OF 2).


SCREEDING DECK SLABS:

SCREED THE RIDING SURFACE OF THE BRIDGE DECK AND APPROACH SLABS TO ACHIEVE THE FINISH GRADE ELEVATIONS SHOWN IN THE PLANS. ACCOUNT FOR THEORETICAL DEFLECTIONS DUE TO SELF WEIGHT, DECK CASTING SEQUENCE, DECK FORMING SYSTEMS, CONSTRUCTION LOADS, OVERLAYS AND TEMPORARY SHORING, ETC. AS REQUIRED.

BRIDGE NO. 574195

<b>SUBSTRUCTURE</b>
CONCRETE: MODERATELY AGGRESSIVE (SOIL-pH < 6.0)
STEEL: EXTREMELY AGGRESSIVE (SOIL-pH < 6.0)

LOCATION OF CONCRETE IN STRUCTURE
TRAFFIC RAILING
C.I.P. SUPERSTRUCTURE & APPROACH SLABS
C.I.P. SUBSTRUCTURE
PRESTRESSED CONCRETE PILES
PRESTRESSED CONCRETE BEAMS

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**GENERAL NOTES (CONT.)**

**STAY-IN-PLACE DECK FORMS:**

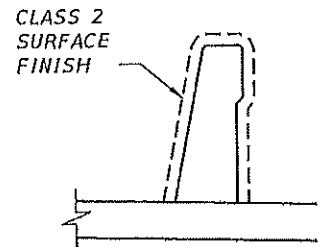
DESIGN INCLUDES ALLOWANCE FOR 20 PSF OVER THE PROJECTED PLAN AREA OF THE METAL FORMS FOR THE UNIT WEIGHT OF THE METAL FORMS AND THE CONCRETE REQUIRED TO FILL THE FORM FLUTES. STAY-IN-PLACE FORMS ARE NOT ALLOWED AT DECK CANTILEVERS.

**JOINTS IN CONCRETE:**

CONSTRUCTION JOINTS WILL BE PERMITTED ONLY AT THE LOCATIONS INDICATED IN THE PLANS. ADDITIONAL CONSTRUCTION JOINTS OR ALTERATIONS TO THOSE SHOWN SHALL REQUIRE APPROVAL OF THE ENGINEER.

**ABBREVIATIONS:**

- E.F. DENOTES "EACH FACE"
- N.F. DENOTES "NEAR FACE"
- F.F. DENOTES "FAR FACE"
- BTWN. DENOTES "BETWEEN"
- U.N.O. DENOTES "UNLESS NOTED OTHERWISE"
- INT. DENOTES "INTERMEDIATE"
- FFBW DENOTES "FRONT FACE OF BACKWALL"
- E.J. DENOTES "EXPANSION JOINT"
- E DENOTES "EXPANSION BEARING"



**SURFACE**

**PAY ITEM NOTES:**

1. FOR SUMMARY OF BRIDGE PAY ITEMS, SEE ROADWAY PLANS.
2. PAYMENT FOR INCIDENTAL ITEMS NOT SPECIFICALLY COVERED IN THE INDIVIDUAL PAY ITEMS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE PAY ITEMS.
3. ALL QUANTITIES THAT ARE ASSOCIATED WITH THE INDIVIDUAL APPROACH SLABS ARE INCLUDED WITH THE BRIDGE QUANTITIES EXCEPT FOR THE ASPHALT OVERLAY QUANTITIES. THEY ARE INCLUDED WITH THE ROADWAY QUANTITIES.
4. THE COST OF ALL LABOR AND MATERIALS REQUIRED FOR THE INSTALLATION OF ROOFING PAPER AND PREMOLDED EXPANSION MATERIAL SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE ADJACENT CONCRETE PAY ITEM.
5. THE COST OF DEWATERING FOR THE CONSTRUCTION OF THE FOOTINGS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR CLASS IV CONCRETE (MASS - SUBSTRUCTURE) PAY ITEM 400-4-25.
6. THE COST FOR TEMPORARY BRACING ASSEMBLIES FOR PRESTRESSED BEAMS INCLUDING INSTALLATION AND REMOVAL IS INCIDENTAL TO THE COST OF PRESTRESSED BEAMS FOR WHICH IS USED.
7. THE COST OF FURNISHING AND INSTALLATION OF ALL PVC PIPES, FITTINGS, CLEANOUTS, INSERTS AND ANY OTHER ITEM NECESSARY FOR THE BRIDGE DRAINAGE SYSTEM SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR BRIDGE DRAIN PIPE.
8. THE COST OF RUBBLE RIPRAP TO BE INSTALLED AT PIER 12 SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR 530-3-4 RIPRAP RUBBLE (DITCH LINING).
9. THE COST OF 4" SCUPPERS SHALL BE INCIDENTAL TO THE COST OF THE SUPERSTRUCTURE DECK SLAB CONCRETE.
10. THE COST OF ALL LABOR AND MATERIALS REQUIRED FOR THE INSTALLATION OF CONCRETE GUTTER AND TWO-PHASE CONSTRUCTION SHALL BE INCIDENTAL TO THE COST OF PERMANENT RETAINING WALL SYSTEM.

**GENERAL NOTES (CONT.)**

11. THE COST OF SHORING, NON-CRITICAL : ACTIVITIES THAT REQUIRE TEMPORARY ITEM FOR WHICH IT IS USED.

**RAILROAD PROTECTION NOTES**

**RAILROAD CLEARANCE:**

VERTICAL CLEARANCE SHALL BE MAINTAINED WITHIN THE CONFINES OF THE STRUCTURE. HEIGHT SHALL BE WITH RESPECT TO CENTERLINE OF RAILROAD TRACK.

**RAILROAD CRANE SAFETY NOTES:**

NO CRANE OR BOOM EQUIPMENT SHALL BE WITHIN BOOM DISTANCE PLUS 15 FEET OF THE TRACK WITHOUT SPECIFIC PERMISSION FROM THE RAILROAD. EQUIPMENT SHALL BE ALLOWED TO FOUL THE TRACK, WORK OVER THE TRACK WITHOUT FLAGGING FROM THE RAILROAD.

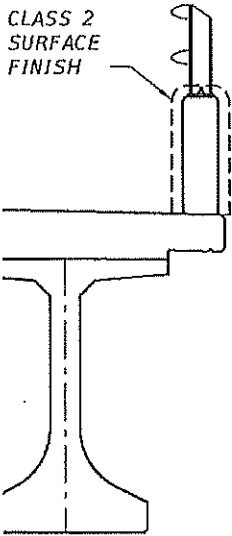
ALL WORKMEN AND MACHINE OPERATORS USING CRANE OR BOOM EQUIPMENT IS POINTED TO THE TRACK. LOADS SHALL BE SECURED TO PREVENT SWAYING. NO LOADS SHALL BE SUSPENDED ABOVE THE TRACK WITHOUT FLAGGING FROM THE RAILROAD. EQUIPMENT SHALL BE TURNED AWAY FROM THE TRACK WHENEVER UNATTENDED BY AN OPERATOR.

**RAILROAD WORKER PROTECTION AND SAFETY:**

ALL CONTRACTOR EMPLOYEES WHO WILL BE TRAINED IN THE RAILROAD'S ROADBLOCKING PROCEDURES. ALL CONTRACTOR EMPLOYEES RIGHT-OF-WAY MUST BE EQUIPPED WITH PROPER PPE CONFORMING TO THE RAILROAD'S PROTECTION. EQUIPMENT MUST BE APPROVED BY THE RAILROAD.

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**RAILROAD PROTECTION NOTES (CONT.)**



**NISH DETAIL**

THE CONTRACTOR WILL CONDUCT DAILY SAFETY BRIEFINGS AND UPDATE MEETINGS AS THE WORK CHANGES THROUGHOUT THE DAY.

NO VEHICLES OR EQUIPMENT SHALL BE ALLOWED TO SET UP TO WORK OR PARK WITHIN 30 FEET OF THE CENTERLINE OF TRACK WITHOUT SPECIFIC PERMISSION FROM THE RAILROAD. NO CONTRACTOR EQUIPMENT SHALL BE ALLOWED TO FOUL THE TRACK OR WORK WITHIN THE FOUL ZONE WITHOUT FLAGGING PROTECTION AND PERMISSION FOR TRACK TIME FROM THE RAILROAD.

**RAILROAD OVERPASS SAFETY NOTES:**

SAFETY THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE SAFETY OF THE WORK SITE AND ITS WORKERS, AND SHALL HAVE A RESPONSIBLE EMPLOYEE IN CHARGE ON SITE AT ALL TIME DURING CONSTRUCTION.

ALL CONTRACTOR EMPLOYEES WHO WILL WORK ON THE RAILROAD RIGHT-OF-WAY MUST BE TRAINED IN THE RAILROAD'S ROADWAY WORKER PROTECTION RULES PRIOR TO THE START OF WORK.

SHORING THE RAILROAD'S ENGINEER WILL REVIEW PLANS FOR EXCAVATION FOR BRIDGE PIERS THAT MAY AFFECT THE STABILITY OF THE RAILROAD'S ROADBED. ANY PLANS FOR SHORING WILL BE SUBMITTED TO THE RAILROAD'S ENGINEER FOR APPROVAL PRIOR TO THE START OF WORK.

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE STABILITY OF THE RAILROAD ROADBED THROUGHOUT CONSTRUCTION OF THE PIERS FOR THE PROPOSED ROAD OVERPASS.

WORKING OVER THE RAILROAD WITHIN THE FOUL ZONE THE CONTRACTOR WILL COORDINATE ITS WORK WITHIN THE LIMITS OF THE RAILROAD RIGHT-OF-WAY WITH THE RAILROAD TO ENSURE THAT THERE IS A FLAGMAN AVAILABLE AT TIMES WHEN THERE IS A DANGER OF MATERIAL FALLING WITHIN THE FOUL ZONE, OR EQUIPMENT WORKING WITHIN THE RAILROAD MAIN LINE FOUL ZONE.

THE CONTRACTOR SHALL DAILY CONTACT THE RAILROAD'S OPERATOR OR AUTHORIZED REPRESENTATIVE TO COORDINATE WORK WITHIN THE RAILROAD'S RIGHT-OF-WAY.

THE CONTRACTOR SHALL CONDUCT WORK SO AS TO PROTECT THE RAILROAD'S TRACKS AND PROPERTIES FROM ANY DAMAGE. THE WORK SHALL BE DONE IN ACCORDANCE WITH REGULATIONS STIPULATED BY THE RAILROAD, SO AS TO MAINTAIN CLEARANCE AND NOT INTERRUPT TRAIN TRAFFIC IN ANY MANNER.

THE CONTRACTOR SHALL SUBMIT A DETAILED AND COMPREHENSIVE PLAN AND PROCEDURE FOR REVIEW AND APPROVAL BY THE RAILROAD FOR THE FOLLOWING TASKS WITHIN THE RAILROAD'S RIGHT-OF-WAY:

- A. BRIDGE PIER FOUNDATION EXCAVATION INCLUDING SHEETING AND SHORING.
- B. BEAM ERECTION FOR BRIDGE SUPERSTRUCTURE.
- C. PAINT AND/OR TEXTURE COAT PREPARATION AND APPLICATION TO BRIDGE SUBSTRUCTURE AND SUPERSTRUCTURE.

NO SCAFFOLDING OR TEMPORARY FRAMEWORK, FALSEWORK, OR OTHER MEANS OF SUPPORTING THE CONSTRUCTION OF THE BRIDGE SUBSTRUCTURE AND SUPERSTRUCTURE WILL BE ALLOWED THAT INFRINGE ON THE RAILROAD'S CONSTRUCTION CLEARANCES WITHOUT THE PRESENCE AND PERMISSION OF THE RAILROAD'S AUTHORIZED REPRESENTATIVE, AND IF SO AUTHORIZED, IT MAY NEVER BE DONE WITHOUT THE PRESENCE AND FINAL PERMISSION OF THE RAILROAD'S AUTHORIZED FLAGGER.

IT IS ANTICIPATED THAT FULL TIME RAILROAD FLAGGING SERVICES WILL BE REQUIRED FOR ALL ASPECTS OF THE BRIDGE CONSTRUCTION OPERATIONS IN THE ROAD SPANS DIRECTLY OVER THE RAILROAD'S TRACK. FLAGGING REQUIREMENTS FOR ANY OTHER AREAS OF THE BRIDGE CONSTRUCTION WILL ALWAYS BE AT THE DISCRETION OF THE RAILROAD.

**BRIDGE NO. 574195**

RY WALLS, AND OTHER CONSTRUCTION RT'S SHALL BE INCIDENTAL TO THE


ABOVE HIGH POINT OF RAIL WITHIN TAL CLEARANCE SHALL BE MAINTAINED VE TRACKS.

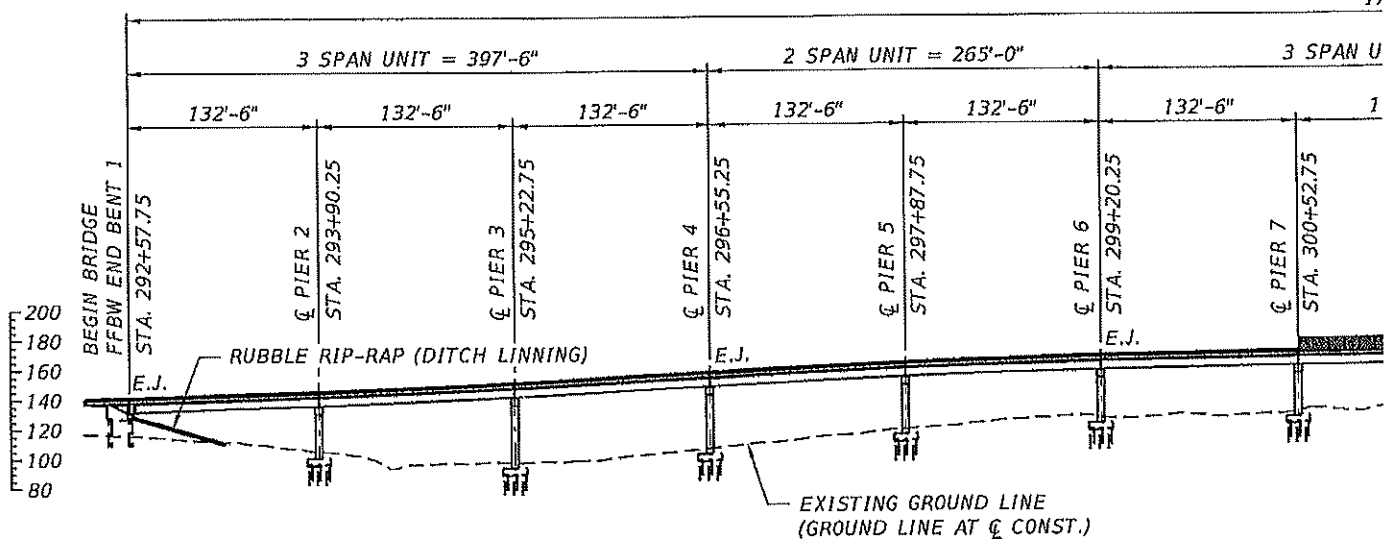
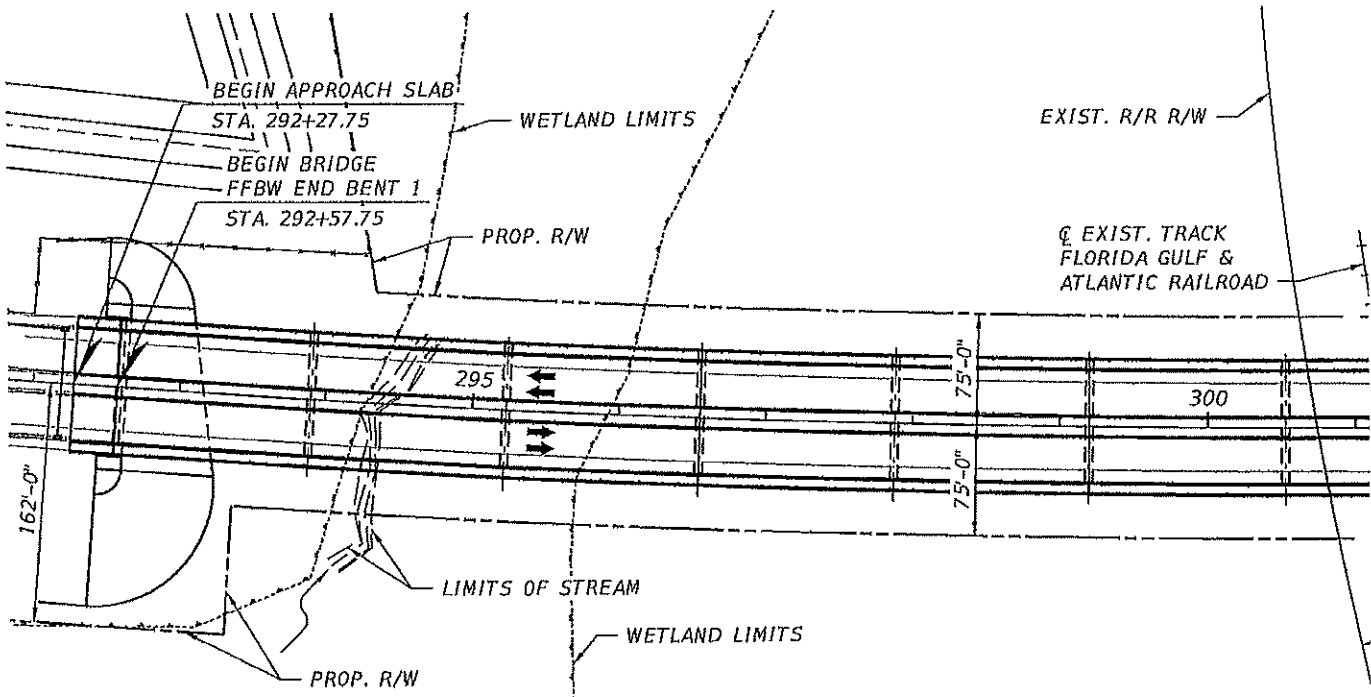
OWED TO SET UP TO WORK OR PARK IE CENTERLINE OF TRACK WITHOUT VO CRANE OR BOOM EQUIPMENT SHALL IIN THE FOUL ZONE, OR LIFT A LOAD ION AND PERMISSION FOR TRACK TIME

ILL STAY WITH THEIR MACHINES WHEN ARD THE TRACK. ALL CRANES AND BOOM ACK WHILE TRAIN IS PASSING. SWINGING IMENT WHILE TRAIN IS PASSING AND VING TRAIN. ALL CRANES AND BOOM IE TRACK AFTER EACH WORKDAY OR

ON THE RAILROAD RIGHT-OF-WAY MUST RKER PROTECTION RULES PRIOR TO THE WHO WORK ON THE RAILROAD PER PERSONAL PROTECTIVE EQUIPMENT REMENTS FOR ROADWAY WORKER BY THE RAILROAD'S REPRESENTATIVE.

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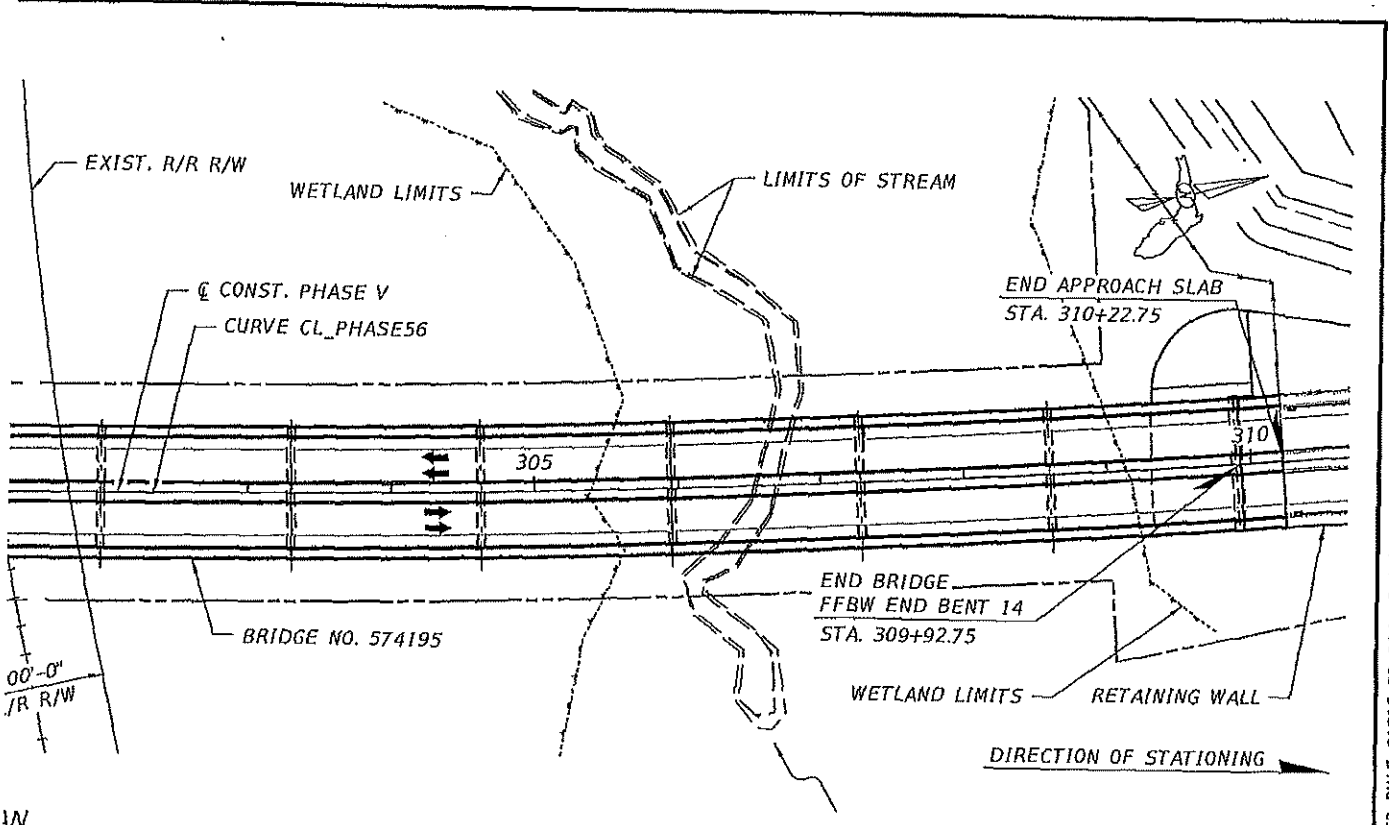
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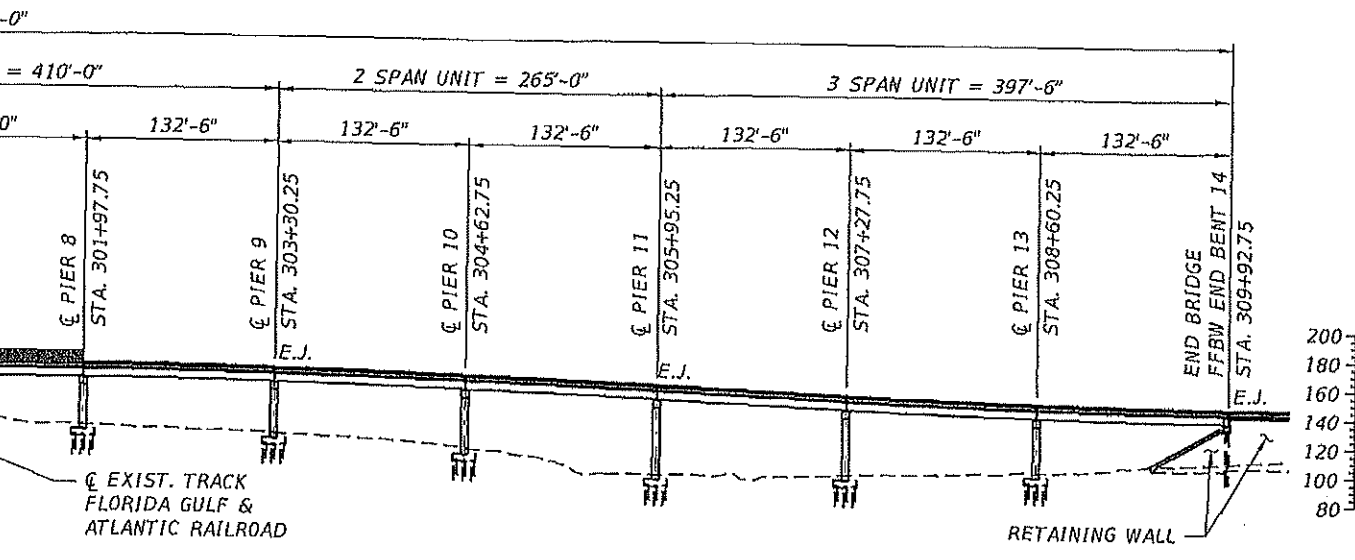
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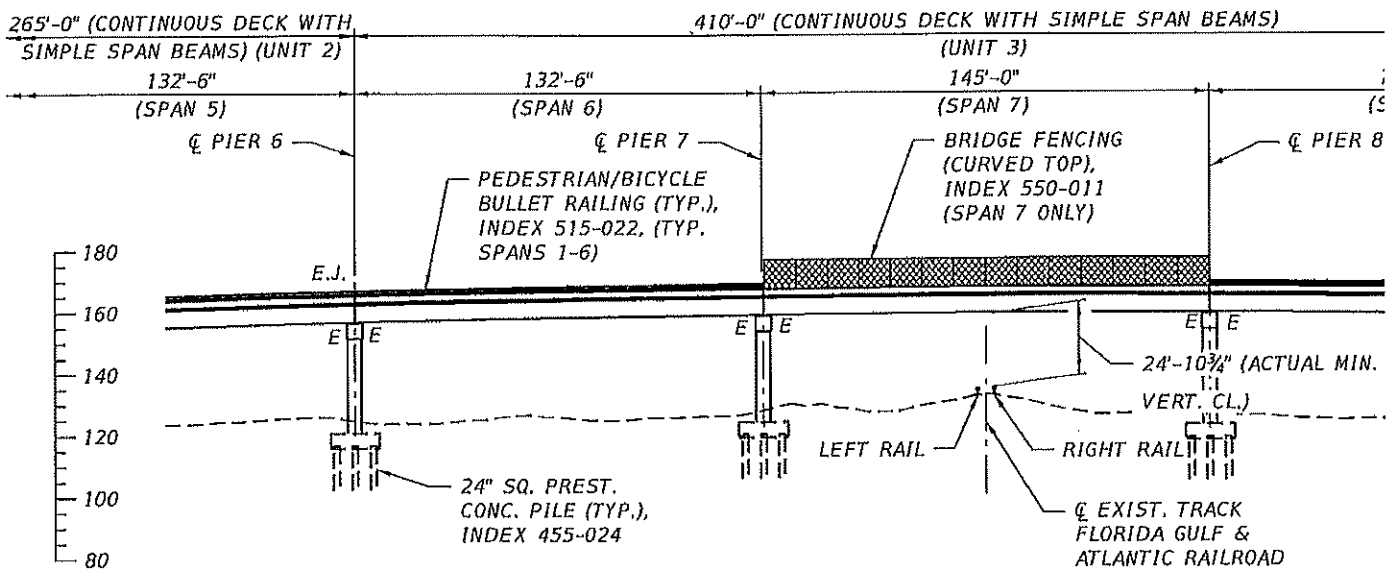
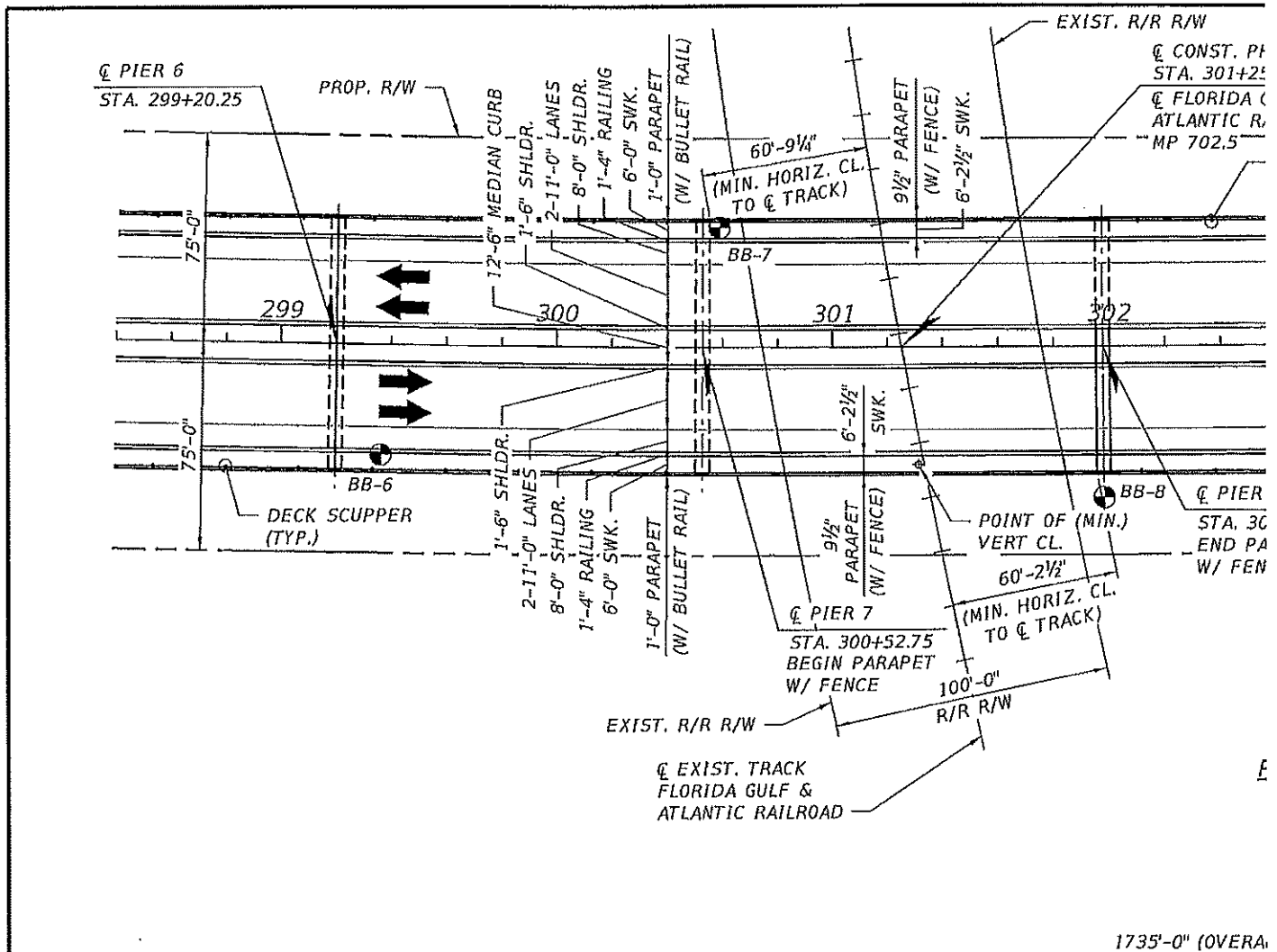
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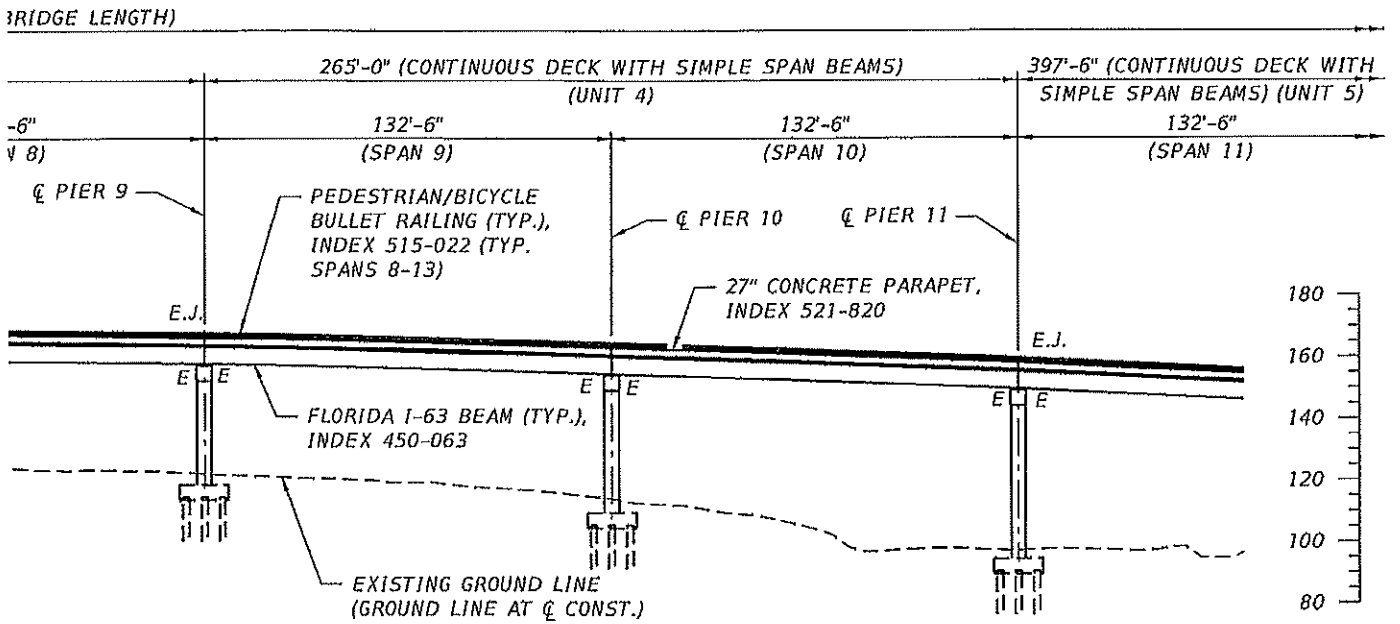
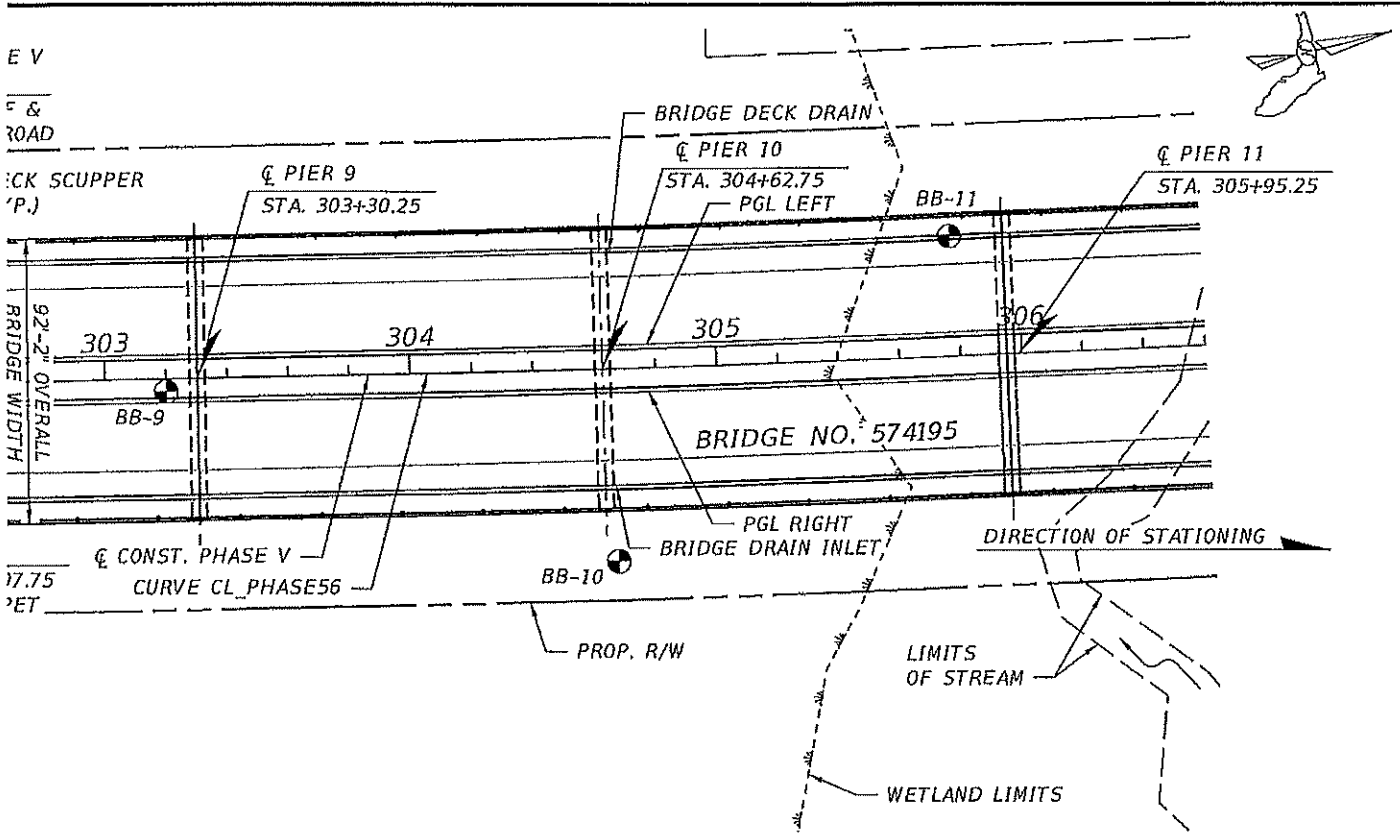
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			PROJECT NAME: <b>SOUTHWEST CRESTVIEW BYPASS (PHASE V)</b>	SHEET NO. <b>B1-1</b>




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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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 P.E. LICENSE NUMBER 70756  
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 Pensacola, FL 32502

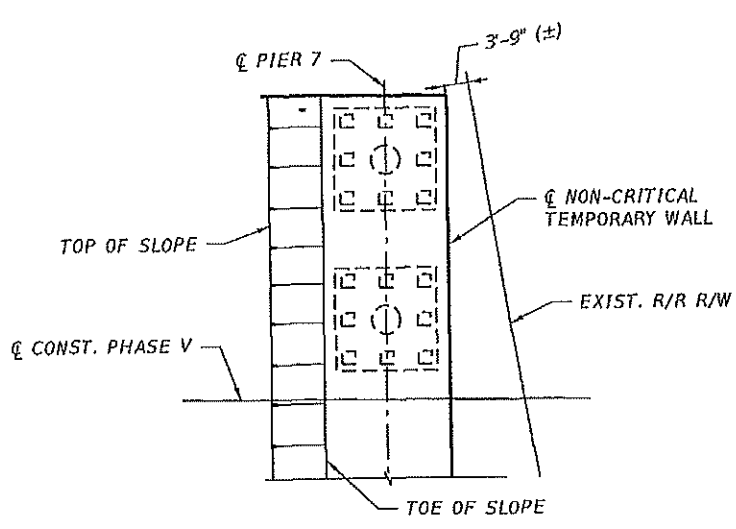
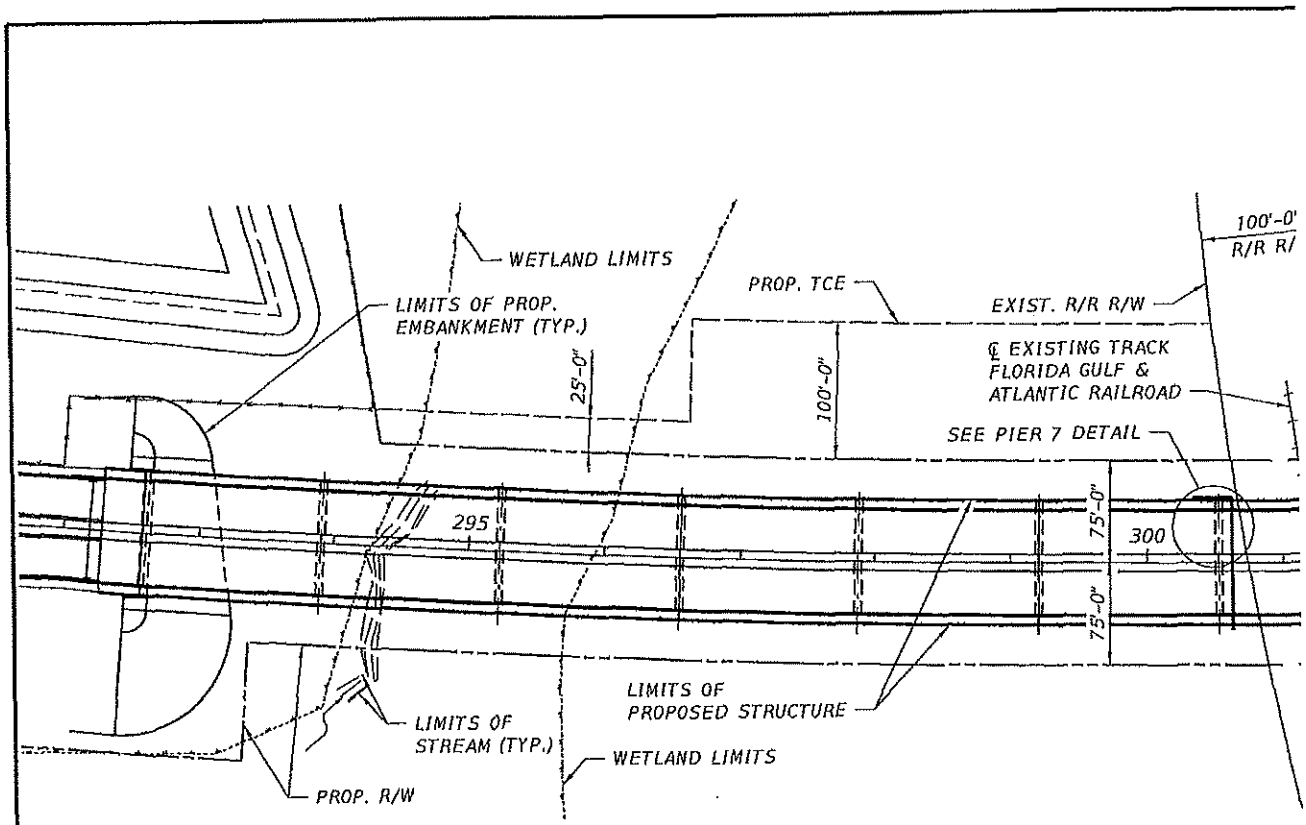


**NOTE:**  
FOR NOTES, SEE PLAN AND ELEVATION (1 OF 3) SHEET.

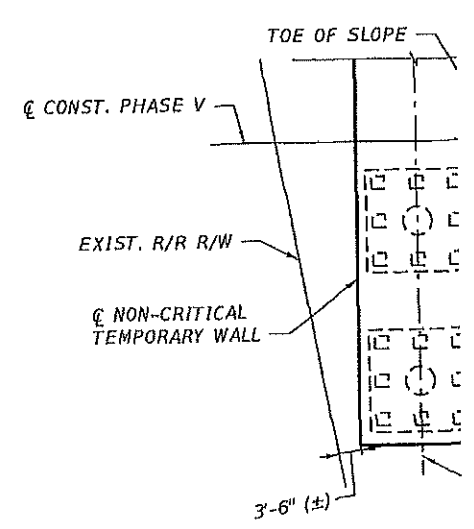
BRIDGE NO. 574195

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		PROJECT NAME:	SOUTHWEST CRESTVIEW BYPASS (PHASE V)	SHEET NO.

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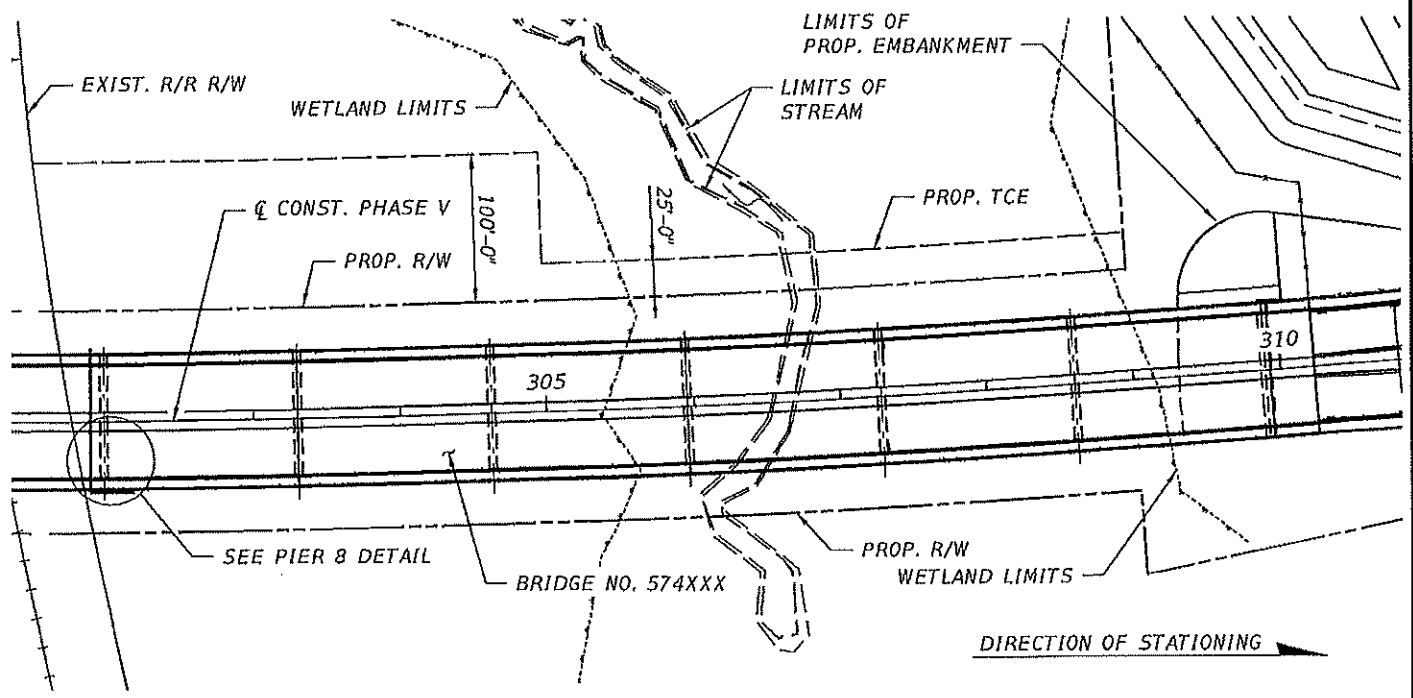
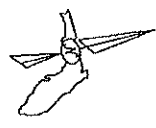


**PIER 7 DETAIL**  
(PARTIAL PLAN - FOOTINGS 1 AND 2)

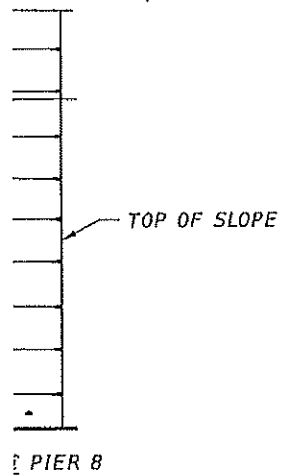


**PIER 8 DE**  
(PARTIAL PLAN - FOOTINGS 1 AND 2)

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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	



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SS 3 AND 4)

**NOTES:**

1. ONLY EXPECTED LOCATIONS FOR NON-CRITICAL TEMPORARY WALLS REQUIRED FOR PROPOSED FOOTING CONSTRUCTION ACTIVITIES WHERE OPEN EXCAVATIONS WILL ENCROACH INTO RAILROAD RIGHT-OF-WAY ARE SHOWN.
2. DEWATERING - THE WATER TABLE IS ANTICIPATED TO BE ENCOUNTERED DURING EXCAVATION FOR THE BRIDGE FOOTINGS. REFER TO SECTION 455-28 OF THE FDOT SPECIFICATIONS FOR REQUIREMENTS.
3. REFER TO FLORIDA GULF & ATLANTIC RAILROAD, LLC PUBLIC PROJECT MANUAL FOR REQUIREMENTS PERTAINING TO CONSTRUCTION ACTIVITIES IN THE VICINITY OF OR WITHIN THE EXISTING RAILROAD RIGHT-OF-WAY.

BRIDGE NO. 574195

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		PROJECT NAME:	SOUTHWEST CRESTVIEW BYPASS (PHASE V)	SHEET NO.

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**From:** [DeRita Mason](#)  
**To:** [Jessica Darr](#)  
**Cc:** [Jeffrey Hyde](#)  
**Subject:** Re: Project 19313 Construction Agreement with w Bridge Plans.pdf  
**Date:** Wednesday, September 2, 2020 12:03:45 PM  
**Attachments:** [image003.png](#)

---

If it came through me it will be behind my desk with all the pink sheets.  
I am not sure I saw that one.  
If it isn't there, I would be one that they took without going through purchasing.  
I will look into it when I get back.  
Please put the folder on my desk so I will not forget

Sent from my iPhone

On Sep 2, 2020, at 11:56 AM, Jessica Darr <[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)> wrote:

DeRita,

Good Morning!

I'm attempting to find the coordination for the agreement below.

Please let me know where I can find the coordination, so we can add it to the contract folder when you return next week.

Thank you!

Respectfully,

Jesica

<[image003.png](#)>

Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960