



BOARD OF COUNTY COMMISSIONERS

DATE: May 20, 2014
AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Two Facility Encroachment Agreements with CSX Transportation, Inc. (CSXT) for the Park Boulevard Advanced Traffic Management System (ATMS) Project.
PID No. 000175A

Department:

Real Estate Management

Staff Member Responsible:

Paul S. Sacco, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE THE TWO FACILITY ENCROACHMENT AGREEMENTS WITH CSXT FOR THE PARK BOULEVARD AND US 19 ATMS PROJECT, AND AUTHORIZE THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

County Staff is preparing the Park Boulevard ATMS Project for construction in the near future. Fiber optic cable and conduit for ATMS is being installed along Park Boulevard and US 19 South as part of this project. As this project crosses CSXT owned rail lines, and the fiber optic cable and conduit will be placed under those same rail lines, CSXT requires a Facility Encroachment Agreement.

The Facility Encroachment Agreements have been reviewed and negotiated by staff and are now provided for BCC consideration. These agreements stipulate requirements for the encroachment fee, construction and maintenance responsibilities for the installation of the conduit in the CSXT Right-of-Way. The agreements also require the County to indemnify CSXT. Resolution 06-70 does not allow the County to indemnify others, except under certain circumstances, as approved by the County Administrator. Those circumstances have been reviewed and deemed met as follows:

- 1) CSXT is the sole owner and operator of the railroad right-of-way and there are no other options;
- 2) The County must cross CSXT Right-of-Way in order to continue the ATMS system; there is no other option to this alignment;
- 3) Probability of loss is very low considering this is a jack and bore operation, i.e., there is no surface construction or digging within CSXT Right-of-Way associated with installation of the fiber optic cable and conduit;
- 4) CSXT will not accept revision to the contract relative to indemnification;
- 5) Section 9.2 of the Agreement does require indemnification against acts, etc. of third parties; however, this can be further addressed in our contracts with third parties;
- 6) Agreements reference Section 768.28 of the Florida Statutes and has language which extends applicability for indemnification and liability "to the fullest extent permitted by Section 768.28, Florida Statutes" and further states that "Notwithstanding anything to the contrary contained in this Agreement, Licensee's indemnification obligations shall not be construed as a waiver of its sovereign immunity under Section 768.28, Florida Statutes, (constitutional or statutory, as amended)";
- 7) The indemnification provision has been reviewed by the County Attorney's Office as required by Resolution 06-70.

Fiscal Impact/Cost/Revenue Summary:

The financial obligation of the Agreements consists of a one-time license fee of \$1,500 and a railroad protective liability policy. The contractor will be required to obtain a railroad protective liability policy either through a private insurance provider, or as a rider to CSXT's existing policy. The County will self-insure for Commercial General Liability requirements. It should be noted that this item is being presented to the BCC because there is no financial cap to the Agreement, as the County is responsible for all costs incurred. This could include train delay expenses, legal fees, and additional labor and material costs related to these agreements. However, the only foreseeable cost in addition to the License Fee is the cost for flagging services. Flagging services are reimbursable to CSXT at \$800/day. Flagging services will be the responsibility of the Contractor to arrange, and will be required at specific times throughout construction of the project. Anticipated flagging costs relative to this Agreement are minimal, but will be absorbed in the overall project work. Due to the nature of the proposed work relative to this Agreement, there are no unforeseen costs anticipated.

Funding for these Agreements is budgeted in the County's Capital Improvement Program. The source of funding is provided by the Infrastructure Sales Tax (Penny for Pinellas), Park Boulevard ATMS Project, PID No. 000175A.

Exhibits/Attachments Attached:

Contract Review Transmittal
County Administrator delegated signature memo dated May 7, 2014
Two Agreements – 3 copies of each

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**PROJECT: Two Facility Encroachment Agreements with CSXT, Inc.****CONTRACT NO.: 755797 & 700138****ESTIMATED EXPENDITURE / REVENUE: \$3000***(Circle or underline appropriate choice above.)*

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
REM: Dave DelMonte Paul Sacco	4-10-14 5/5/14	<i>ad</i> <i>Paul Sacco</i>		
DEI Tom Washburn Richard Coates	4-7 4-8		REVIEWED IN CATS	
Risk Mgmt: Virginia Holscher	4-23		REVIEWED IN CATS.	
Finance: Cassandra Williams	4-18		REVIEWED IN CATS	
OMB: Bill Berger	4-22		REVIEWED IN CATS	
Legal: Michael Zas Barbara Oklesen	4/23/14 4/25/14	<i>AK</i> <i>Barbara Oklesen</i>	From distribution to review process with the exception of the Section 13.7 about State jurisdiction - previous comments addressed	YES YES <i>OK</i>
Assistant County Administrator or Executive Director: Mark S. Woodard	4/23/14	<i>Mark S. Woodard</i>		

TO: Mark S. Woodard, Interim County Administrator

FROM: Paul S. Sacco, Director of Real Estate Management

SUBJECT: Request for exemption to Pinellas County Resolution No. 06-70 relating to contractual indemnification by the County for two facility encroachment agreements with CSX Transportation, Inc. (CSXT)

DATE: May 7, 2014

RECOMMENDATION:

I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE REQUEST PER PINELLAS COUNTY RESOLUTION NO. 06-70 RELATING TO THE CONTRACTUAL INDEMNIFICATION BY THE COUNTY FOR TWO FACILITY ENCROACHMENT AGREEMENTS WITH CSXT.

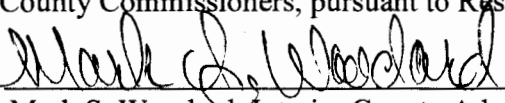
DISCUSSION:

Prior to passing of Resolution 06-70 by the Board of County Commissioners, indemnification provisions within contractual agreements requiring the County to indemnify others have been avoided by the County to the extent practicable. As the determination to agree to indemnify another party had not been subject to a uniform decision making process within the County, Resolution 06-70 was passed in an attempt to lay-out policy guidelines to aid in the decision-making process. However, circumstances arise where it is necessary to indemnify another party in order to acquire goods, services or permission usually not available from another source.

Pinellas County is preparing the ATMS Project for construction in the near future. Fiber optic cable and conduit for the County's ATMS is being installed along Park Boulevard and US 19 South as part of this project. As these projects cross CSXT owned rail lines, and the fiber optic cable and conduit will be placed under those same rail lines, CSXT requires a Facility Encroachment Agreements which include the indemnification language.

Approval of this exemption request is within the authority of the Interim County Administrator, as delegated by the Board of County Commissioners, pursuant to Resolution 06-70.

Recommendation Approved:



Mark S. Woodard, Interim County Administrator

5/8/14
Date

Attachments:

CSXT Agreement Nos. CSX755797 and CSX700138
Resolution 06-70

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of _____, 20__, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and PINELLAS COUNTY, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is 22211 US 19, Building 1, Clearwater, Florida 33765, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), including two (2) new empty conduit(s), hereinafter, collectively, called "Facilities," over, under or across property owned or controlled by Licensor at the below described location(s):

1. One (1) ninety-six count (96) sub-grade fiber optic crossing, solely for the transmission of voice communication or other data only, via an optical waveguide, through a solid core of glass or plastic fiber material, located at or near Pinellas Park, Pinellas County, Florida, Jacksonville Division, Clearwater Subdivision, Milepost ARE-892.02, Latitude N27:50:19.97, Longitude W82:42:45.89;

hereinafter, collectively, called the "Encroachment," as shown on print(s) labeled Exhibit "B," attached hereto and made a part hereof; other details and data pertaining to said Facilities being as indicated on Exhibit "A," also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Facility Application Form and plan(s).

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

1.4 The term "Contractor" shall mean Licensee's agent, contractor, developer, and/or designees performing any of the work related to the Facilities as provided in this Agreement. Prior to any work described in this Agreement is performed by Contractor, Licensee shall require Contractor to execute and deliver to Licensors the Contractor Acceptance Form, attached to and made part of this Agreement as Contractor Acceptance Form, to acknowledge Contractor's agreement to observe and abide by terms and conditions of this Agreement

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of ONE THOUSAND FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$1,500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors' current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors' property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensors (A.R.E.M.A. Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s)

and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area that is attributable to Licensee's construction, use, and maintenance of the Facilities for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by Section 768.28, Florida Statutes, (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of,

resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by Section 768.28, Florida Statutes, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

9.8 Notwithstanding anything to the contrary contained in this Agreement, Licensee's indemnification obligations shall not be construed as a waiver of its sovereign immunity under Section 768.28, Florida Statutes, (constitutional or statutory, as amended).

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensors; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensors, Railroad Protective Liability (RPL) Insurance, naming Licensors, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensors prior to commencement of such construction or demolition. Licensors reserves the right to demand higher limits.

(B) At Licensors's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensors, at Licensors's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensors's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensors's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensors (CSXT Form 7422).

11.2 If Licensors deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensors or others on Licensors's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensors shall have the right to do so at the expense of Licensee, but Licensors shall not be liable for failure to do so.

11.3 Subject to Licensors's consent and to Licensors's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensors shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licenser, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licenser in a manner satisfactory to Licenser, and (c) reimburse Licenser any loss, cost or expense of Licenser resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licenser at least thirty (30) days written notice before doing any work on Licenser's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licenser's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692. Licensee may also scan and email a completed form to email address: OP_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from Licenser's web site, via web link: http://www.csx.com/share/wwwcsx_mura/assets/File/Customers/Non-freight_Services/Property_Real_Estate/Outside_Party_Number_Request_Form.pdf.

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licenser's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licenser needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: _____.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licenser at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use

or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages, to the maximum extent permitted by Section 768.28, Florida Statutes.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted. The obligation of the Licensee as to funding required payments pursuant to Article 2 shall be limited to an obligation in any given year to budget and appropriate the payment from legally available non-ad-valorem funds sufficient for the funding that is required during that year. Notwithstanding the foregoing, the Licensee shall not be prohibited from pledging any legally available non-ad-valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligations of the County pursuant to this Agreement. Notwithstanding any other provisions in this Agreement, the total expenditures pursuant to Article 2.1, which Licensee is obligated to pay, shall not exceed ONE THOUSAND FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$1,500.00) without written amendment to this Agreement by the Licensor and Licensee.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensors shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

19. RIDERS:

19.1 The following Rider(s) is/are herewith attached and included herein:


☒ Telecommunication Cable or Fiber Optic Line

☒ Contractor Acceptance Form

[Signature Page to immediately follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:



CSX TRANSPORTATION, INC.

By: 

Print/Type Name: David E. Elder
Director

Print/Type Title: _____

Witness for Licensee:

PINELLAS COUNTY

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____


Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 

Attorney

COMMUNICATIONS CABLE OR FIBER OPTIC LINE PROTECTION RIDER

This Rider is and shall be a part of Agreement No. CSX755797, and is incorporated therein.

1. No construction of any type pursuant or related in any way to this Agreement shall be commenced by Licensee, or by any agent, representative, contractor, subcontractor of Licensee, without Licensee first giving at least thirty (30) days written notice to the following Parallel Cable Occupier(s):

("MCI") ATTN: Investigations
Mr. Dean Boyers
Worldcom/MCI Telecommunications Corporation
2400 North Glenville Drive
Richardson, TX 75082-4354
Phone No. (800) 624-9675
or (972) 729-6016

(NOTE: WRITTEN NOTICE TO MCI IS ALSO REQUIRED)

2. The notice shall be accompanied by drawing(s) showing the general plan, elevation, details and methods of Licensee's proposed construction, and the location of Occupier(s)' cable or facilities in relation to Licensee's proposed construction.

3. Prior to any construction, Licensee must locate and identify, any existing cable, wire or fiber optic line (including any appurtenances thereto) of said cable occupier(s) traversing or located in, on, or immediately adjacent to the proposed Crossing, at Licensee's sole risk.

4. Any changes, alteration, relocation or protection of wire(s), cable(s) or facilities of such Occupier(s), required by said Occupier(s), shall be at Licensee's sole expense except as otherwise negotiated between Licensee and said Occupier(s).

5. Licensee shall be solely responsible and liable for any damage to (e.g., cutting, dislocating, etc.) said wire(s) or cable(s), and appurtenances thereto, resulting in any way from Licensee's exercise of rights or privileges under this Agreement.

6. Licensee shall defend, indemnify and hold Licensor harmless from any such damage claims and any relocation or protection costs of said Occupier(s).

CONTRACTOR ACCEPTANCE

This Rider is and shall be a part of Agreement CSX755797, and is incorporated therein.

To and for the benefit of CSX Transportation, Inc., ("Railroad") and to induce Railroad to permit Contractor on or about the Railroad's property for the purposes of performing work in accordance with the agreement dated _____, 20__, between Utility and Railroad, (the "Agreement"), Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10, and 19 of the Agreement, and the Contractor Insurance Requirements listed below.

CONTRACTOR INSURANCE REQUIREMENTS:

Railroad requires that the following insurance coverage be provided prior to any entry and/or work within Railroad's property and maintained by the Contractor until completion of the work. Railroad or its designee, may at any time request evidence of insurance purchased by Contractor to comply with the Agreement. Securing such insurance shall not limit Contractor's liability under the Agreement but shall be a security therefor.

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against Railroad and its Affiliates;
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Railroad, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under the Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Railroad, or its designee, prior to cancellation or modification of any policy. If Contractor's existing CGL policy(ies) do(es) not automatically cover Contractor's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Contractor shall arrange for adequate time for reporting losses. Failure to do so shall be at Contractor's sole risk;
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;
- (iv) Such other insurance as Railroad may reasonably require.

Utility may require its Contractor performing the work cover its requirement for Railroad Protective Liability ("RPL") Insurance coverage. In the event Contractor will be responsible for procuring and maintaining RPL the following shall apply:

Contractor shall procure and maintain during the period of construction or demolition operations, at no cost to Railroad, Railroad Protective Liability (RPL) Insurance, naming Railroad, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO

CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Railroad prior to commencement of such construction or demolition. Railroad reserves the right to demand higher limits.

At Railroad's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Contractor may pay Railroad, at Railroad's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Railroad's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Railroad's discretion and may not be available under all circumstances.

CONTRACTOR: _____
By: _____
Name: _____
Title: _____
Date: _____



Print Form

Reset Form

Mail To: CSX Transportation, Inc.
ATTN: Corridor Occupancy Services
500 Water Street, J-180
Jacksonville, FL 32202

FORM CSXT #A01 03/30/09

Page 1 of 2

Submittal Must Include Drawing(s) and Review Fee(s)

APPLICATION FOR FACILITY/UTILITY INSTALLATIONS

Application Date: Oct 8, 2013

CSXT File/Agreement Number:

CSX755797

SECTION 1: FACILITY OWNER INFORMATION

TO BE COMPLETED BY APPLICANT

Owner/Legal Company Identification (required)

Owner's Complete Legal Company Name:	Pinellas County		
Legal Address (1):	22211 US 19		
Legal Address (2):	Building 1		
City:	Clearwater	State:	FL
		Zip:	33765
Business Type:	<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership
State of Incorporation:		Other Business Type - Describe:	
<div style="border: 1px solid black; padding: 5px;"> CSX PROPERTY SERVICES REVIEW <input checked="" type="checkbox"/> No Exceptions <input type="checkbox"/> Exceptions Noted <small>This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.</small> By: <u>Stephen McCarney</u> </div>			
Billing Address			
<input checked="" type="checkbox"/> (Check box if same as above); if not, please complete below.			
Billing Address (1):			
Billing Address (2):			
City:		State:	
		Zip:	

Owner Contact Information

Contact Name:	Tom Washburn	Contact Title:	Traffic Engineer
Office Phone:	727-464-8804	Ext.:	
		Mobile Phone:	
Email:	twashburn@pinellascounty.org	Emergency Phone:	

SECTION 2: PROJECT CONTACT INFORMATION

TO BE COMPLETED BY APPLICANT

- ☐ Check here if address is the same as legal address above.
☐ If not the same as above, check here if agreement should be mailed to this address.

Project Engineer/Consultant/Agent Information

Engineer/Consultant/Agent Company Name:	HNTB Corporation		
Contact Name:	Stephen J. Bahler		
Mailing Address:	One Tampa City Center, 201 N Franklin Street		
City:	Tampa	State:	FL
		Zip:	33602
Office Phone:	813-498-5126	Mobile Phone:	813-299-4955
Email:	sbahler@hntb.com		



Application for Facility/Utility Installation

FORM CSXT #A01 03/30/09

Page 2 of 2

SECTION 3: PROJECT INFORMATION/LOCATION

TO BE COMPLETED BY APPLICANT

Project Reference

Is this covered by an existing CSX permit/agreement or master agreement:

☐ Yes

Provide Agreement # and/or date:

☒ No

Is this project related to another transaction/project with CSX:

☐ Yes

Describe:

☒ NoProvide utility owner project reference number: **PID #000175A**

Project Scope

Check box to indicate type of installation request:

☒ New Installation Request☐ Upgrade/Replacement/Relocation of Existing Facilities

Will proposed installation connect to an existing facility within railroad corridor:

☐ Yes

Provide name of connecting facility owner:

☒ No

Check all boxes that apply to indicate type of installation request:

☒ Sub-grade☐ Aerial

If "Sub-grade," check all boxes that apply to indicate proposed method of installation:

☒ Jack & Bore☐ Horizontal Directional Drill☐ Other Describe:

Project Description

Description / Scope (Include: purpose, scope of work, materials, equipment, geographic features, special conditions):

Installation of 115 L.F. of 6" diameter galvanized steel pipe containing one 4" diameter PVC conduit with three 1" inner ducts for fiber optic communication cable. The distance from the base-of-rail to the top-of pipe is 8.0 feet.

The pipe installation shall be accomplished by jack & bore method. The front of the casing pipes shall be provided with mechanical devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe.

Casing Pipe:

Material: Galvanized steel

Material Specs & Grade: UL-6

Min. Yield Strength (PSI): 35000 psi

Nominal Wall Thickness: 0.188 inches (minimum)

Conduit:

Material: Polyvinyl Chloride (PVC)

Material Specs & Grade: ASTM F2160

CSX PROPERTY SERVICES REVIEW

☒ No Exceptions ☐ Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

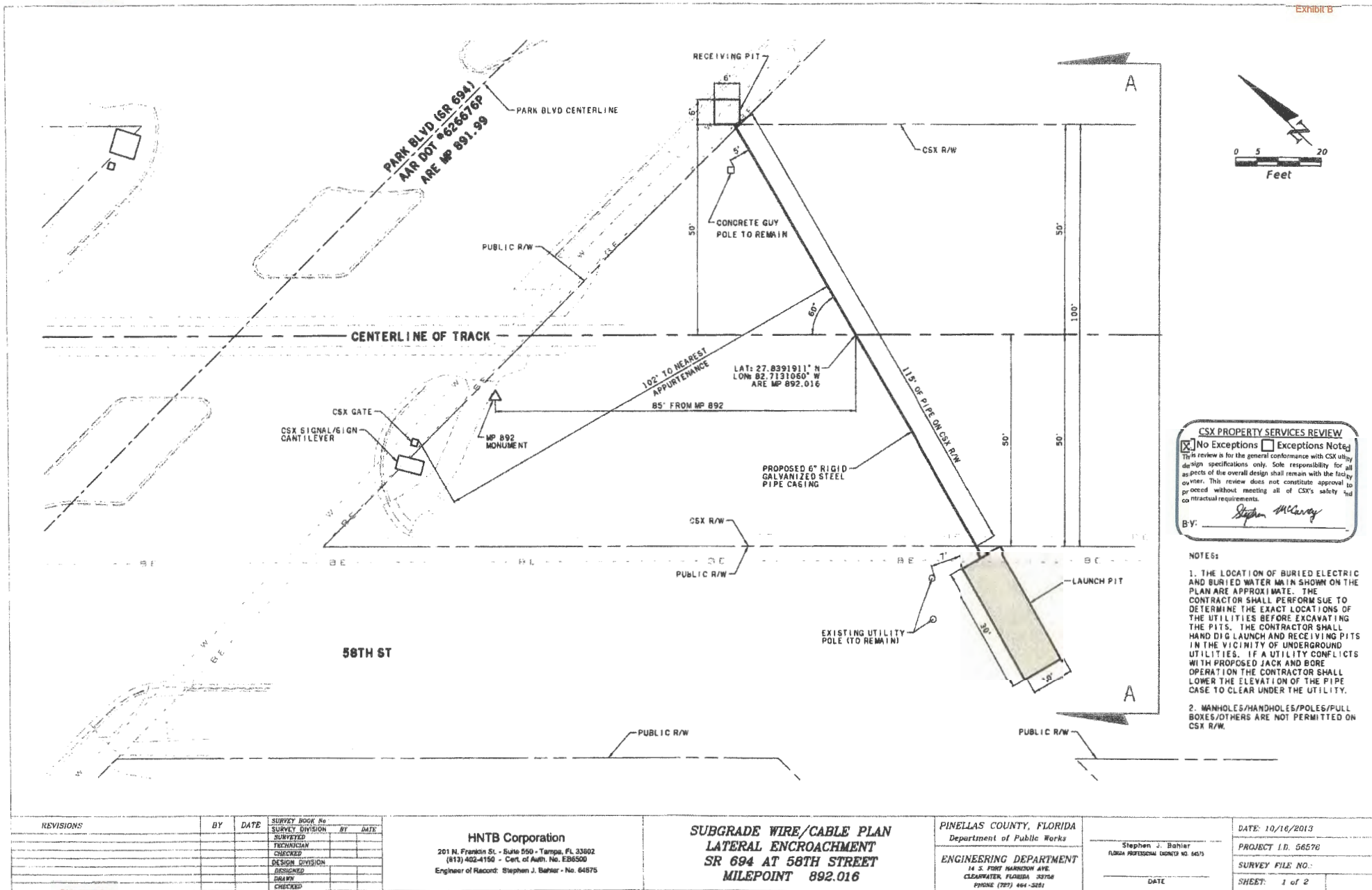
By: Stephen McCarvey

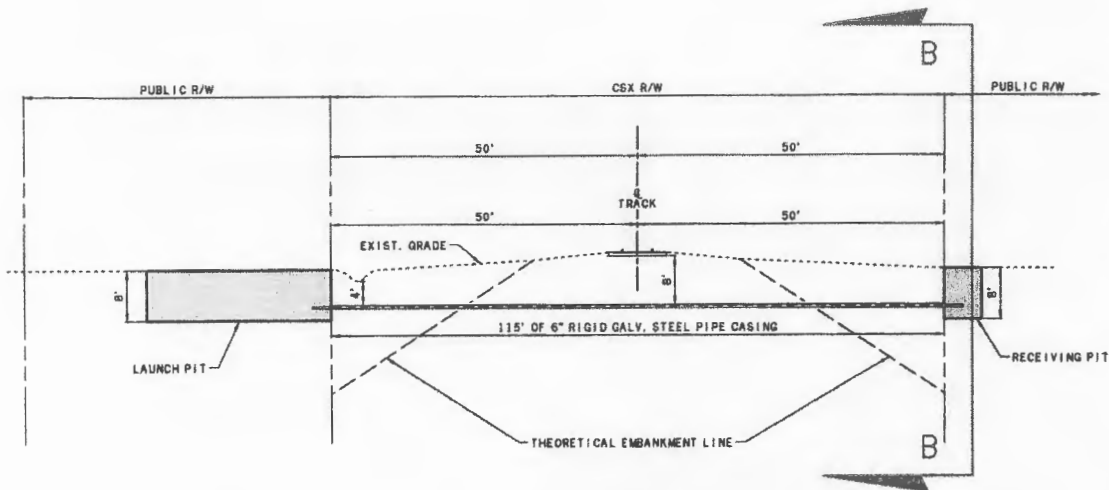
Project Location

City: **Pinellas Park**County: **Pinellas**State: **Florida**

Will facility installation be located entirely within public road right-of-way:

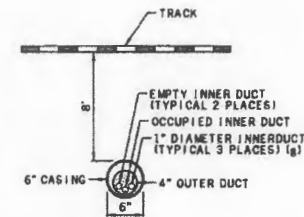
☒ YesProvide AAR/DOT Crossing Inventory Number of Road (posted at crossing): **DOT 626 676PIARE 891.99**☐ No





**SUBGRADE WIRE/CABLE
PROFILE A-A
LATERAL ENCROACHMENT
MILEPOINT 892.016**

SCALE:
1"=20' HORIZONTAL
1"=20' VERTICAL



**SUBGRADE WIRE/CABLE
CROSS SECTION B-B
LATERAL ENCROACHMENT
MILEPOINT 892.016**

CROSS SECTION B-B
NOT TO SCALE

CSX PROPERTY SERVICES REVIEW	
<input checked="" type="checkbox"/> No Exceptions	<input type="checkbox"/> Exceptions Noted
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval or proceed without meeting all of CSX's safety and contractual requirements.	
By: <i>Stephen J. Bahler</i>	

NOTES:

1. THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
CSXT PIPELINE SPECS. PAGE 23, A4, B1 (c)
2. CASING PIPE ENDS SHALL BE SEALED TO PREVENT ENTRANCE OF FOREIGN MATERIALS.
CSXT PIPELINE SPECS. PAGE 19, E1
3. RIGID STEEL PIPE SHALL BE INSTALLED THE FULL WIDTH OF CSX R/W AND LEFT IN PLACE.
FDOT DESIGN STANDARD INDEX 17721, SHEET 2 OF 2.

WIRE/CABLE DETAILS				CSXT Pipeline Spec. Reference	CASING PIPE DETAILS		Location: SR 694 (PARK BL) AT 58TH ST	
Type:	<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Communications			Pipe Material:	GALVANIZED STEEL	Latitude:	27.8391911° N
Conductor	<input type="checkbox"/> Aluminum/Copper	<input type="checkbox"/> Other - Describe:		Page 15, C ₁ & 17, D ₁	Material Specifications & Grade:	UL-6	Longitude:	82.7131060° W
Material(s):	<input checked="" type="checkbox"/> Fiber Optic	<input type="checkbox"/> Other - Describe:		Page 15, C ₁ & 17, D ₁	Specified Minimum Yield Strength:	35000 PSI	Drawing No.:	56576-02 Sheet 2 of 2
Wire/Cable 1		Wire/Cable 2	Wire/Cable 3		Nominal Size Outside Diameter (Inches):	6.625 INCHES	Drawing Date:	10/16/13 Last Revised: 10/16/13
Fiber Cable Count:	96			Page 16, H ₁ , (d)	Wall Thickness (Inches):	0.188 INCHES (MINIMUM)	Drawing Scale:	V 1 Inches= 20 Feet
Wire Size/Pair:	N/A			Page 15, C ₁ & 17, D ₁	Type of Seams:	WELDED	Drawing Scale:	H 1 Inches= 20 Feet
Voltage:	N/A			Page 15, C ₁ & 17, D ₁	Type of Joints:	THREADED		
If options above not applicable, describe:	N/A			Page 16, I	Tunnel Liner Plates Required:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Number of Phases (Electric Only):	N/A				Temp. Track Support or Rip-Rap Req.:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Must Describe & Show on Drawing		

REVISIONS	BY	DATE	SURVEY BOOK No.	SURVEY DIVISION	BY	DATE

HNTB Corporation
201 N. Franklin St. - Suite 550 - Tampa, FL 33602
(813) 462-4190 - Cert. of Auth. No. E086500
Engineer of Record: Stephen J. Bahler - No. 04575

**SUBGRADE WIRE/CABLE PROFILE A-A
LATERAL ENCROACHMENT
SR 694 AT 58TH STREET
MILEPOINT 892.016**

PINELLAS COUNTY, FLORIDA
Department of Public Works
ENGINEERING DEPARTMENT
14 S. FORT HANCOCK AVE.
CLEARWATER, FLORIDA 34625
PHONE (727) 464-3051

Stephen J. Bahler
FLORIDA PROFESSIONAL ENGINEER NO. 56575
DATE

DATE: 10/16/2013
PROJECT I.D. 56576
SURVEY FILE NO.:
SHEET: 2 of 2