



Florida Department of Transportation

JEB BUSH  
GOVERNOR

RECEIVED  
3-20-06  
CS-06-189  
27  
DENVER J. STUTLER, JR.  
SECRETARY

1109 South Marion Avenue  
M.S. 2018  
Lake City, Florida 32025-5874  
March 16, 2006

Mr. Bill Jasper  
Vice President – Operating Services  
First Coast Railroad, Inc.  
4337 Pablo Oaks Court, Suite 200  
Jacksonville, Florida 32224

Project ID No. 212575-2-57-01  
Road Name – Friendly Road, FAP No. RHP-00S2(043J)  
Nassau County, Parcel 1(SIG-P)  
Crossing No. 620811-K, RRMP: SMA 44.27  
**SIGNAL WORK**

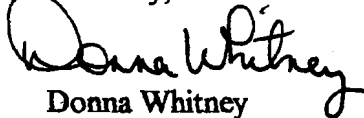
Dear Mr. Jasper:

We are enclosing one (1) fully executed railroad reimbursement agreement dated March 16, 2006, involving your company and covering the installation of flashing lights and gates at the above referenced location.

The enclosed document has been approved by the Department and you may consider this notice as your authorization to proceed with the work under the direction of this District. It is necessary that you notify our office prior to the performance of any work by Railroad forces at this location.

Should additional information or meeting with Department representatives be needed, please contact my office at (386) 961-7868.

Sincerely,



Donna Whitney  
Rail Specialist

VDW

cc: Mike Dross, Tallahassee Rail Office  
Lillian G. Porter, District Railroad Coordinator  
Carlo Diaz, Railroad Construction Coordinator, Gainesville Construction  
Linda Green, District Financial Administrator  
Joyce Bradley, Nassau County Clerk's Office

**RAILROAD REIMBURSEMENT AGREEMENT  
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
21257525701	FRIENDLY ROAD	NASSAU	1(SIG-P)	RHP-00S2-043J

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of March, 2006,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the  
DEPARTMENT, and FIRST COAST RAILROAD, INC.,  
a corporation organized and existing under the laws of DELAWARE,  
with its principal place of business in the City of FERNANDINA, County of NASSAU,  
State of FLORIDA, hereinafter called the COMPANY; and NASSAU  
County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners,  
hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road  
System, designated by the Financial Project ID 21257525701,  
on FRIENDLY ROAD, which crosses at grade the right of way and  
tracks of the COMPANY'S Milepost SMA 44.27,  
FDOT/AAR Crossing Number 620811-K, at or near FERNANDINA BEACH,  
as shown on DEPARTMENT'S Plan Sheet No. 1, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree  
as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals  
Type III Class III and/or other traffic control devices at said location on an actual cost basis  
and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the  
DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the  
same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule  
of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof  
and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto,  
the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or  
its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties  
hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which  
shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

\_\_\_\_\_ (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

✓  
\_\_\_\_\_ (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 146,800.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ \_\_\_\_\_, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned  will  will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) \_\_\_\_\_ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ \_\_\_\_\_ credited for  betterment  expired service life  
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

18. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered

or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21. In accordance with Section 287.0582, Florida Statutes, the following provisions are included in this Agreement:

The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: [Signature]  
(TITLE: DISTRICT SECRETARY )

COMPANY: FIRST COAST RAILROAD, INC.

BY: Wm A. Joseph  
VP-Oper Svcs

NASSAU COUNTY, FLORIDA

BY: [Signature]  
(TITLE: CHAIRMAN, COUNTY COMMISSION )

Legal Review

BY: [Signature] 03/15/06  
Attorney - DOT Date

Approved as to Funds Available

BY: See Attached Enc  
Dated 3/14/06  
Comptroller - DOT Date

Approved as to FAPG Requirements

BY: EXEMPT  
FHWA Date

ATTEST:

[Signature]  
John A. Crawford  
Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:  
[Signature]  
Michael S. Mulkin





The job FI 989NDR; user I.D.  
 FI989ND <MVS@DOT>  
 03/14/2006 03:40 PM

To PT227DW@dot.state.fl.us  
 cc  
 bcc  
 Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOC54

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
 FUNDS APPROVAL

Contract #AOC54    Contract Type: AA    Method of Procurement: R  
 Vendor Name: FIRST COAST RAILROAD, INC.  
 Vendor ID: VF202597032001  
 Beginning date of this Agmt: 03/21/06  
 Ending date of this Agmt: 03/21/09

\*\*\*\*\*  
 Description:  
 Install flashing lights and gates on Friendly Road in Fernan  
 dina.

\*\*\*\*\*  
 ORG-CODE        \*EO   \*OBJECT \*AMOUNT                \*FIN PROJECT \*FCT \*CFDA  
 (FISCAL YEAR)    \*BUDGET ENTITY                \*CATEGORY/CAT YEAR  
 AMENDMENT ID    \*SEQ.   \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS

\*\*\*\*\*

Action: LOA                                Funds have been: APPROVED

55	022020227	*PT	*134004	*	146800.00	*21257525701	*127	*
	2006		*55100100			*088808/06		
	W001		*00	*FRIEND		*0001/04		

TOTAL AMOUNT:    \*\$                146,800.00    \*

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
 DATE: 03/14/2006

COUNTY RESOLUTION

GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 2005-137

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on Friendly Road which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION Nassau COUNTY, FLORIDA:

That Nassau County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the First Coast Railroad, Inc. Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 418952-1(Xing)/212575-2(Signal) on Friendly Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620811-K located in Nassau County, Florida; and

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the First Coast Railroad, Inc. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the County Commissioners of Nassau County, Florida, this 14th day of September, 2005.

Authorized Signature

Name: [Signature] Title: Nassau County Board of County Commissioners

ATTEST:

[Signature] Authorized Signature

(SEAL)

Name: John A Crawford Title: Clerk of Circuit Court

Approved as to form by the Nassau County Attorney:

[Signature] T. J. GREESON CHIEF OF STAFF/OPERATIONS

[Signature] Michael S. Mullin

A CERTIFIED TRUE COPY OF THE ORIGINAL RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA. John A Crawford, Clerk of the Board of County Commissioners.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES**

725-090-41  
 RAIL  
 OGC - 06/03

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
21257525701	FRIENDLY ROAD	NASSAU	1(SIG-P)	RHP-00S2-043J

COMPANY NAME: FIRST COAST RAILROAD, INC.

A. FDOT/AAR XING NO.: 620811-K RR MILE POST TIE: SMA 44.27

B. TYPE SIGNALS PROPOSED III CLASS III DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC  
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$1,870.00
II	Flashing Signals - Multiple Tracks	\$2,474.00
III	Flashing Signals and Gates - One Track	\$2,820.00
IV	Flashing Signals and Gates - Multiple Tracks	\$3,540.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011  
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982  
 GENERAL AUTHORITY: 334.044, F.S.  
 SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

\*This schedule will become effective July 1, 2001 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**WORK DESCRIPTION**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES**

725-090-09  
RAIL  
05/02

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
21257525701	FRIENDLY ROAD	NASSAU	1(SIG-P)	RHP-00S2-043J

RAILROAD COMPANY

FIRST COAST RAILROAD, INC.

A. JOB DESCRIPTION & LOCATION: INSTALL FLASHING LIGHTS AND GATES AT FRIENDLY ROAD.

B. TYPE OF ROADWAY FACILITY: TWO LANE UNDIVIDED

C. FDOT/AAR XING NO.: 620811-K RR MILE POST TIE: SMA 44.27

D. TYPE CROSSING PROPOSED: III CLASS: III DOT INDEX NO.: 17882

E. STATUS AND PROPOSAL:

1. EXISTING DEVICES: (See Agreement dated \_\_\_\_\_ )

- a.  None-New Crossing.
- b.  Crossbuck and Disk.
- c.  Flashing Signals with Disk.
- d.  Flashing Signals with Cantilever.
- e.  Flashing Signals with Gates.
- f.  Flashing Signals with Cantilever and Gates.

2. PROPOSED DEVICES: (Safety Index Rating 663 )

- a.  No revision required.
- b.  Crossbuck and Disk.
- c.  Flashing Signals and Disk.
- d.  Flashing Signals with Cantilever.
- e.  Flashing Signals with Gates.
- f.  Flashing Signals with Cantilever and Gates.
- g.  Relocate existing signal devices:
  - (1)  (With-Without) addition of Gates.
  - (2)  (With-Without) synchronization with highway traffic signals.
  - (3)  (With-Without) constant warning time.

F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS

- 1. N/A By Others ( \_\_\_\_\_ Company.)
- 2.  By Railroad Company.

G. AUTHORITY REQUESTED:

(Draft attached:  Yes  No.)

- 1.  Agreement (Third Party Participating NASSAU COUNTY )
- 2.  Supplemental Agreement No. \_\_\_\_\_
- 3.  Crossing Permit.
- 4.  Estimate for Change Order No. \_\_\_\_\_
- 5.  Letter of Authority.
- 6.  Letter of Confirmation (No Cost to Department).

H. OTHER REMARKS:

Negotiations to be completed by: FEBRUARY, 2006

Signal installation target date: \_\_\_\_\_

Synchronization: (Draft attached  Yes  No.)

GENERIC INSTALLATION ESTIMATE  
GRADE CROSSING TRAFFIC CONTROL DEVICES

To: Florida Dept. of Transportation For: Type 3, Class 3 Signals  
 DOT Project No.: \_\_\_\_\_ New Installation  Modification   
 Location: Fernandina Beach County: Nassau State: Florida  
 Road Jurisdiction: \_\_\_\_\_ Road Name: \* Friendly Rd  
 FDOT/AAR Xing No.: 620811K RR MP: SMA - 44.27

I. Preliminary Engineering: Company Forces  Contract  \$ 14,950  
 II. Construction Supervision: Company Forces  Contract  \$ 7,560

III. Material:  
 Highway Grade Crossing Signal Assembly ..... \$ 18,990  
 Control Equipment ..... \$ 32,970  
 Field Material ..... \$ 21,830  
 Material Transportation ..... \$ 1,380  
 Material Handling ..... \$ 3,860  
 Material Sales Tax ..... \$ 5,170  
 Total Material ..... \$ 84,200

IV. Equipment:  
 Company Owned ..... \$ 860  
 Rental ..... \$ 6,440  
 Total Equipment ..... \$ 7,300

V. Labor:  
 Direct Labor ..... \$ 13,440  
 Holidays, Vacation, and Pension ..... \$ 5,780  
 Payroll Taxes ..... \$ 5,670  
 Insurance ..... \$ 2,130  
 Meals and Lodging ..... \$ 5,770  
 Total Labor ..... \$ 32,790

Sub-Total ..... \$ 146,800

VI. Miscellaneous Items:  
Install FLSG ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ ..... \$ \_\_\_\_\_

VII. Total Estimated Cost: (7/20/04 By: J. Mezger) ..... \$ 146,800

VIII. Submitted By: CSX Transportation

This generic estimate shall not be used in negotiations or as an exhibit in construction and maintenance agreements which do not provide for billing of actual costs. This estimate is not valid for lump sum projects.

\* Belonged to CSX when reviewed in 2004. Now belongs to First Coast Railroad, Inc. (Just a generic estimate)

12/19/2005

Florida Department of Transportation  
 Federal Authorization Management System  
**Notice of Approved Authorization**  
 from Federal Highway Administration  
 to Participate in Project Costs Incurred  
 After the Effective Date of Authorization Noted Below

Federal Aid Project Number: **00S2 043**

State Project Number: **209138-2 57 01**

This Notice of Approved Authorization is issued with the stipulation that the Florida Department of Transportation agrees to comply with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) The regulations issued pursuant thereto and (3) the policies and procedures promulgated by the Federal Highway Administration relative to the above designates project. The Florida Department of Transportation also agrees to comply with the applicable provisions set forth in CFR Part 630, Subpart C.

Project Location: ~~BUCKEYE NURSERY ROAD IN PERRY RR# 713395-U;RAILROAD~~

Friendly ~~&~~ **SIGNAL;CONSTRUCTION**

Character of proposed work: **Safety Rai/Hwy Crossing**

Classification of phase of work to be put under agreement Highway planning & Research Preliminary Engineering Right-of-Way XConstruction Other	Effective date of authorization       <b>12/19/2005</b>
--	---

Dist.	Urban/ Appr. With	Federal Total Cost	Federal Share	Federal Funds Under Agreement	Advance Construction
02	LS50	898,200.00	100.0%	898,200.00	0.00

Department of Transportation

Available funds certified by:	<b>BARBARA CLOUD</b>	Date:	<b>12/05/2005</b>
Approval recommended by:	<b>SEAN MCAULIFFE</b>	Date:	<b>12/05/2005</b>
Approved and Authorized by:	<b>RICHARD LUTEN</b>	Date:	<b>12/05/2005</b>

Federal Highway Administration

Approval Recommended By:	<b>LORI S. BYRD</b>	Date:	<b>12/19/2005</b>
Approved and Authorized By:	<b>LORI S. BYRD</b>	Date:	<b>12/19/2005</b>
Agreement Approved By:	<b>LORI S. BYRD</b>	Date:	<b>12/19/2005</b>

State Remarks:

**INITIAL AUTHORIZATION FOR DISTRICT TWO RAIL SAFETY CROSSING PROGRAM FOR FY 2006.**

Division Remarks

This Notice of Authorization is not the official FHWA Approved Project Agreement for the project designated above. The official Project Agreement must be printed from FHWA's Fiscal Management Information System (FMIS). The District Federal Aid Coordinator may obtain the Project Agreement at <http://fhwapap05.fhwa.dot.gov/>.

CROSSING NO.: 620811K PRIORITY NO.: 663 COUNTY: NASSAU CITY: FERNANDINA BEAC RDWY: FRIENDLY RD

CLASSIFICATION/LOCATION: DATE LAST UPDATED: 12/06/2002

R. R. CO.: CSX R. R. BRANCH: SMA STATION: YULEE R. R. MILEPOST: 44.27

R. R. CROSSING STATUS: OPEN--TRACK ACT AS OF 01/29/2003 LATITUDE: 30.63 LONGITUDE: 81.47

RAIL OPERATIONS: DATE LAST UPDATED: 10/25/2001

TRAIN MOVEMENTS: 4 MAXIMUM TRAIN SPEED: 20 EFFECTIVE: 10/25/2001 NO. OF MAIN TRACKS: 1 OTHER TRACKS: 0

WARNING DEVICES: DATE LAST UPDATED:

EXISTING WARNING: Xbucks TYPE OF TRAIN DETECTION: NONE PREEMPTION: NOT INTERCONNEC ADVANCE WARNING: Y

PHYSICAL DATA: DATE LAST UPDATED: 12/06/2002

R. R. CROSSING ANGLE: 60-90 DEG NO. OF THRU LANES: 2 OTHER LANES: 0 HIGHWAY SPEED: 30

CROSSING CONDITION: FAIR APPROACH CONDITION: EXTENSIVE MAINTAINING AGENCY: COUNTY

DEPARTMENT DATA: DATE LAST UPDATED: 01/29/2003

TRAFFIC VOL. (ADT): 1,478 AS OF 2003 SCHOOL BUS COUNT: 4 AS OF 2004 PERCENT TRUCKS: 12

SAFETY DATA: DATE LAST UPDATED: 04/15/2004

PRED. ACCID./YEAR: 0.02 SAFETY INDEX: 60.55 SAFETY INDEX UPDATE: 04/15/2004 RECOMMENDED WARNING DEVICE: FL & G

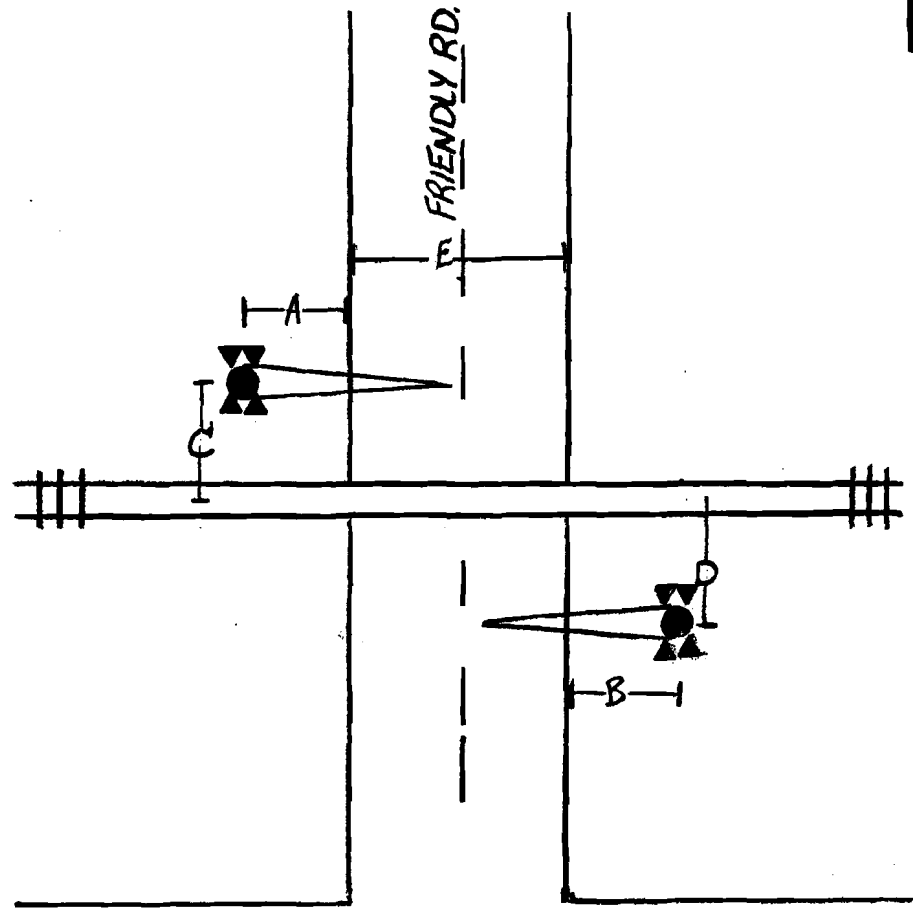
DESCRIPTION OF SITE / INSTALLATION CONFLICTS:

REVIEW TEAM RECOMMENDATION: FIRST COAST RAILROAD, INC. TO INSTALL FLASHING LIGHTS AND GATES ON FRIENDLY ROAD.

DATE REVIEWED 7/20/04 BY

REVIEW TEAM PERSONNEL: CHARLES HOUSTON, NASSAU COUNTY; LILLIAN PORTER, FDOT RAIL OFFICE; DONNA WHITNEY, FDOT RAIL OFFICE; MIKE DROSS, FDOT TALLAHASSEE RAIL; SCOTT ALLBRITTON, FDOT TALLAHASSEE RAIL; LACOYA GREGGLEY, CSX

ALL IMPROVEMENTS TO BE MADE IN ACCORDANCE  
WITH D.O.T. STANDARD INDEX NO. 17882



- A. 12'3"
- B. 12'3"
- C. 15'
- D. 15'
- E. 21'

**EXISTING:** CROSS BUCKS.

**RECOMMENDATIONS:** FIRST COAST RAILROAD, INC.  
TO INSTALL FLASHING LIGHTS AND GATES.

FDOT TO INSTALL W10-3 SIDESTREET WARNING SIGN ON  
SR 200/A1A GOING EAST.

NASSAU COUNTY TO INSTALL NEW STOP BARS, W10-11A  
STORAGE SIGNS(42' TO STOP SIGNSS) AND BACK TO  
BACK SIGNS IN SE QUADRANT TO COVER SR 200.

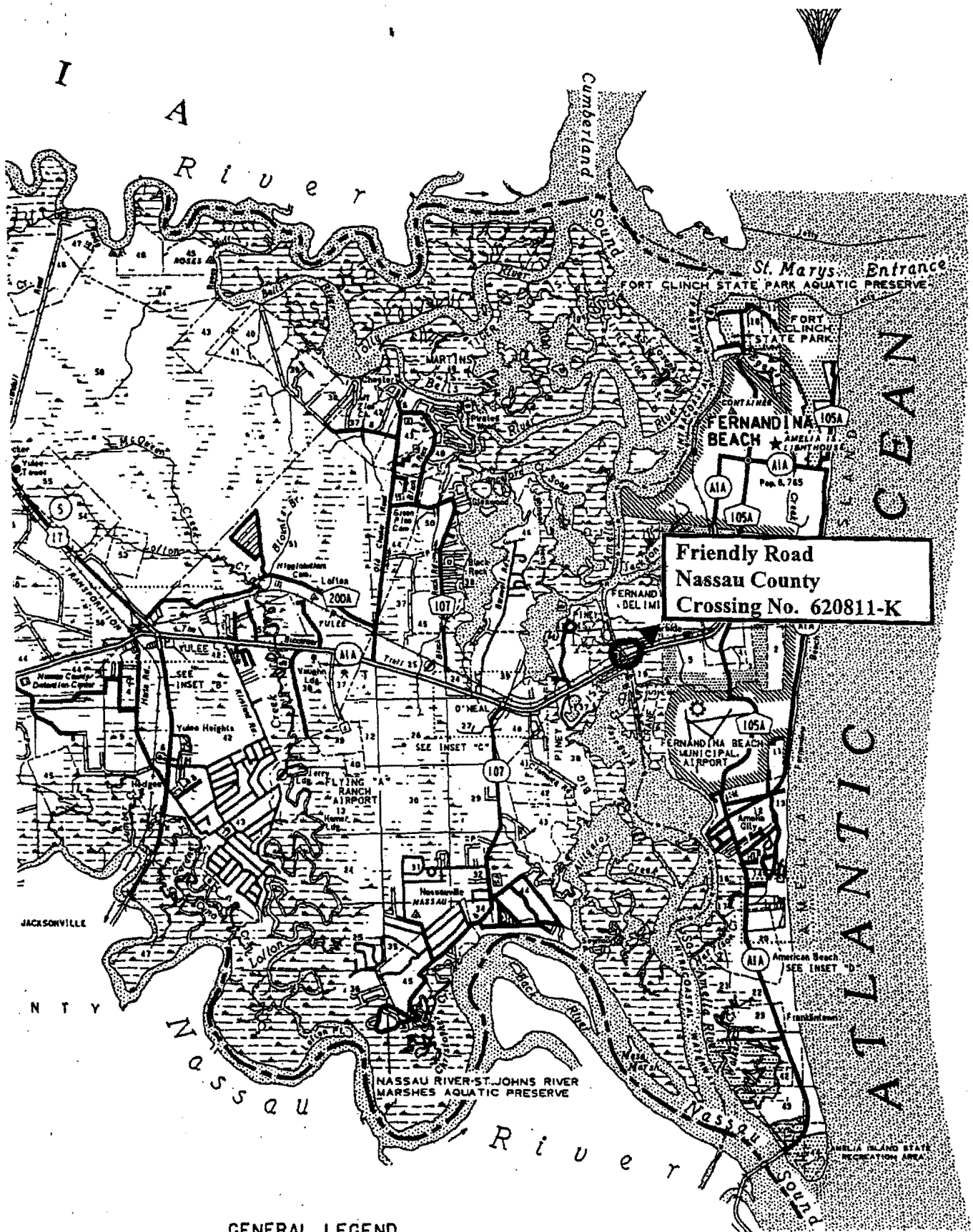
**FLORIDA DEPARTMENT OF TRANSPORTATION  
RAIL-HIGHWAY GRADE CROSSING IMPROVEMENTS**

**CROSSING NO.:** 620811-K      **COMPANY:** FIRST COAST  
**TYPE:** III      **CLASS:** III  
**LOCATION:** FRIENDLY ROAD  
**DRAWN BY:** DONNA WHITNEY **DATE:** 7/20/2004

SR 200/A1A

NOT TO SCALE

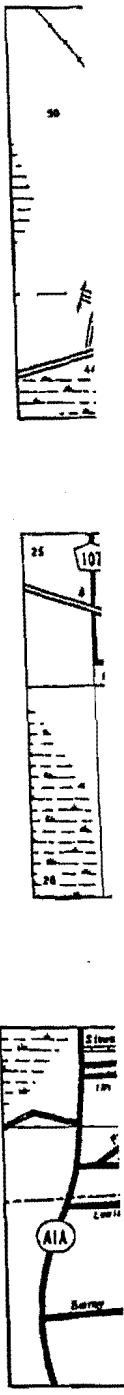




**Friendly Road  
Nassau County  
Crossing No. 620811-K**

**GENERAL LEGEND**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>--- HIGHWAY WITH FULL CONTROL OF ACCESS</li> <li>--- HIGHWAY INTERCHANGE</li> <li>--- DIVIDED HIGHWAY</li> <li>--- HARD SURFACED ROAD</li> <li>--- SOIL, GRAVEL OR SHELL SURFACED ROAD</li> <li>--- GRADED AND DRAINED ROAD</li> <li>--- UNIMPROVED ROAD</li> <li>--- PRIVATE ROAD</li> <li>--- STREETS IN INSET OR DELIMITED AREAS</li> </ul> | <ul style="list-style-type: none"> <li>--- STATE BOUNDARY LINE</li> <li>--- COUNTY BOUNDARY LINE</li> <li>--- CIVIL TOWNSHIP BOUNDARY</li> <li>--- EXTENDED TOWNSHIP LINE</li> <li>--- LAND GRANT LINE</li> <li>--- LAND SECTION LINE</li> <li>--- FOREST OR PARK BOUNDARY</li> <li>--- LOCATION OF INSET BOUNDARY WITHIN MAP</li> </ul> |
|---|--|



TO FORT GEORGE

received  
3-20-06



## Florida Department of Transportation

JEB BUSH  
GOVERNOR

DENVER J. STUTLER, JR.  
SECRETARY

1109 South Marion Avenue  
M.S. 2018  
Lake City, Florida 32025-5874  
March 16, 2006

Mr. Bill Jasper  
Vice President – Operating Services  
First Coast Railroad, Inc.  
4337 Pablo Oaks Court, Suite 200  
Jacksonville, Florida 32224

Project ID No. 418952-1-57-01  
Road Name – Friendly Road, FAP No. SP-00S2(042J)  
Nassau County, Parcel 1(XNG-P)  
Crossing No. 620811-K, RRMP: SMA 44.27  
**CROSSING WORK**

Dear Mr. Jasper:

We are enclosing one (1) fully executed railroad reimbursement agreement dated March 16, 2006, involving your company and covering the installation of a new rubber and asphalt railroad crossing at the above referenced location.

The enclosed document has been approved by the Department and you may consider this notice as your authorization to proceed with the work under the direction of this District. It is necessary that you notify our office prior to the performance of any work by Railroad forces at this location.

Should additional information or meeting with Department representatives be needed, please contact my office at (386) 961-7868.

Sincerely,

A handwritten signature in cursive script that reads "Donna Whitney".

Donna Whitney  
Rail Specialist

VDW

cc: Mike Dross, Tallahassee Rail Office  
Lillian G. Porter, District Railroad Coordinator  
Carlo Diaz, Railroad Construction Coordinator, Gainesville Construction  
Linda Green, District Financial Administrator  
Joyce Bradley, Nassau County Clerk's Office

**RAILROAD REIMBURSEMENT AGREEMENT  
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
41895215701	FRIENDLY ROAD	NASSAU	1(XNG-P)	SP-00S2-042J

THIS AGREEMENT, made and entered this 16<sup>th</sup> day of March, 2006, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and FIRST COAST RAILROAD, INC., a corporation organized and existing under the laws of DELAWARE, with its principal place of business in the City of FERNANDINA, County of NASSAU, State of FLORIDA, hereinafter called the COMPANY; and NASSAU COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 41895215701, on FRIENDLY ROAD, which crosses at grade the right of way and track(s) of the COMPANY'S Mile Post SMA 44.27, FDOT/AAR Crossing Number 620811K, at or near FERNANDINA BEACH, Florida, hereinafter called the Grade Crossing, as shown on the DEPARTMENT'S Plan Sheet No. 1, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY hereby grants to the DEPARTMENT the right to construct road at grade, and necessary approaches thereto, across its right of way and over its track(s) at the hereinabove referred to location.

2. The COMPANY will provide, furnish or have furnished, all necessary materials required for, and will construct or have constructed at the DEPARTMENT'S expense a Standard Railroad Crossing Type RS in accordance with the DEPARTMENT'S Standard Index No. 560 attached hereto and by this reference made a part hereof. Upon completion of the crossing the COMPANY shall be responsible for the maintenance cost of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area. The COUNTY shall be responsible for the maintenance cost of the highway roadbed outside of the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon notification of the COUNTY, perform such periodic maintenance work and bill the COUNTY directly for costs thus incurred that are the responsibility of the COUNTY.

3. It is further agreed mutually between the parties hereto that the grade crossing be recognized by this Agreement:

(a) Is adequately signalized for the safe operation of the general public. However, should future highway traffic conditions warrant additional crossing traffic control devices through use of automatic grade crossing traffic control devices, including signals with and without gates, or grade separation structure(s); then, such additional traffic control devices and/or structure(s) will be installed as necessary at the complete cost and expense of the COUNTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED that once a determination has been made as to the type of facility to be installed, whether signals or structure, such installation will be the subject of a supplemental agreement which will set forth the maintenance responsibility as governed by the applicable State and/or Federal law at the time of such installation.

(b) Presently requires the installation of grade crossing traffic control devices and the DEPARTMENT agrees to pay such cost subject to the COMPANY'S participation as specified in Paragraph 13; such installation to be in accordance with plans and specifications as approved by the DEPARTMENT. The COMPANY shall furnish the necessary materials and install automatic grade crossing signals and/or

traffic control devices at said location on an actual cost basis, and in accordance with the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and by reference made a part hereof. After installation of said signals is completed, fifty (50) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50) percent of the cost shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary; or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.

4. All work contemplated hereabove shall at all times be subject to the approval of the COMPANY'S Chief Engineer or his authorized representative. The DEPARTMENT or the DEPARTMENT'S contractor shall give the COMPANY'S Division Engineer and/or Superintendent at least seventy-two (72) hours notice prior to the performance of any work within the limits of the COMPANY'S right of way.

5. Unless otherwise agreed upon herein, the COUNTY agrees to insure that the advance warning signs and railroad crossing pavement marking will conform to the Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

6. The DEPARTMENT will reimburse the COMPANY for the cost of watchmen or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to the COMPANY'S tracks and whenever the contractor is performing work requiring movement of employees, trucks, or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 9.

7. The DEPARTMENT will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of \$2,000,000.00, for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed by Federal funds, with respect to bodily injury, death or property damage, is limited to a combined amount of \$6,000,000.00 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of \$2,000,000.00 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of 23 C.F.R., Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

8. The DEPARTMENT will bear the cost of all temporary and permanent changes made necessary in the COMPANY'S signal wire line or other facilities and in the wire line facilities of any utility that has compensable interest on the COMPANY'S right of way occasioned by the construction of said crossing and the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 9.

9. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities in accordance with the provisions set forth in the:

- \_\_\_\_ (a) DEPARTMENT Procedure 725-080-002 Appendix D.4 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

- (b) Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, Part 646, Subpart B,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all such work with its own forces or by a contractor paid under a contract held by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

10. The DEPARTMENT hereby agrees to reimburse the COMPANY, as detailed in this Agreement, for all costs incurred by it in the adjustment of said facilities, in accordance with the provisions of the above indicated Reimbursement Policy, and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this Agreement shall not be subject to payment by the DEPARTMENT.

11. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an estimate of the costs thereof in the amount of \$20,000.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT, and the Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

12. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY directly to the DEPARTMENT. Separate records as to costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

13. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum of \_\_\_\_\_, as supported by a detail analysis of estimated costs attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

14. The installation and/or adjustment of the COMPANY'S facility as planned  will  will not involve additional work over and above reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) \_\_\_\_\_% will be applied to the final billing of work actually accomplished to determine required credit for  (betterment) and/or  (expired service life) and/or  (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \_\_\_\_\_ credited for  (betterment) and/or  (expired service life) and/or  (nonreimbursable segments) in accord with Article 13.(c) hereinabove.

15. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above adjustment work.

16. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

17. Upon completion of the work, the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs approved by the DEPARTMENT'S auditor.

18. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.

19. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit there of.

20. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

21. In accordance with Section 215.422, Florida Statutes, the followings provisions are in this Agreement: Contractors providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The DEPARTMENT has 20 working days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422 (3)(b), Florida Statutes, will be due and payable in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724, or by calling the State Comptroller's Hotline, 1-800-848-3792.

22. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

23. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering in any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

24. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases for real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25. In accordance with Section 287.0582, Florida Statutes, the following provisions are included in this Agreement:

The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

26. The DEPARTMENT reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

27. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby to the COUNTY shall thereupon cease and terminate and the COUNTY will, at its sole cost and in a manner satisfactory to satisfactory to the COMPANY, remove said crossing and restore the COMPANY'S property to the condition previously found, provided that the COMPANY may, at its option, remove the said crossing and restore its property, and the COUNTY will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.

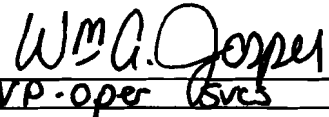
28. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission, or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from sole negligence of the DEPARTMENT, its officers, agents, or employees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers the day and year first written above.

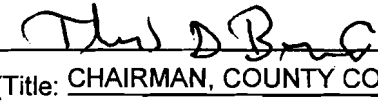
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY:  3-16-06  
(Title: DISTRICT SECRETARY)

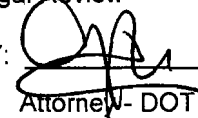
COMPANY: FIRST COAST RAILROAD, INC.

BY:   
VP-oper Svcs

NASSAU COUNTY, FLORIDA

BY:   
(Title: CHAIRMAN, COUNTY COMMISSION)

Legal Review

BY:  03/15/06  
Attorney - DOT Date

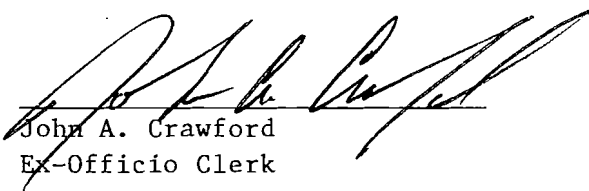
Approved as to Funds Available

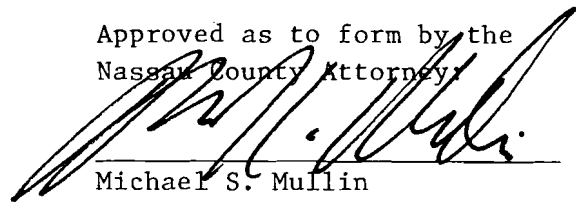
BY: See Attached enc  
dated 1/25/06  
Comptroller - DOT Date

Approved as to FAPG Requirements

BY: EXEMPT  
FHWA Date

ATTEST:

  
John A. Crawford  
Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:  
  
Michael S. Mullin





The job FI989HLR; user I.D.  
 FI989HL <MVS@DOT>  
 01/25/2006 02:46 PM

To PT227DW@dot.state.fl.us  
 cc  
 bcc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOA37

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
 FUNDS APPROVAL

Contract #AOA37 Contract Type: AC Method of Procurement: R  
 Vendor Name: FIRST COAST RAILROAD, INC.  
 Vendor ID: VF202597032001  
 Beginning date of this Agmt: 01/31/06  
 Ending date of this Agmt: 01/31/09

\*\*\*\*\*  
 Description:  
 Install new rubber and asphalt railroad crossing surface on  
 Friendly Road.

\*\*\*\*\*  
 ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
 (FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
 AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS

\*\*\*\*\*  
 Action: LOA Funds have been: APPROVED

55 022020227	*PT	*134004	*	20000.00	*41895215701	*127	*
2006		*55100100			*088808/06		
W001		*00	*FRIEND		*0001/04		

-----  
 TOTAL AMOUNT: \*\$ 20,000.00 \*  
 -----

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
 DATE: 01/25/2006

COUNTY RESOLUTION  
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 2005-137

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on Friendly Road, which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION Nassau COUNTY, FLORIDA:

That Nassau County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the First Coast Railroad, Inc. Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 418952-1(Xing)/212575-2(Signal) on Friendly Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620811-K located in Nassau County, Florida; and

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the First Coast Railroad, Inc. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the County Commissioners of Nassau County, Florida, this 14th day of September, 2005.

Authorized Signature  
Name: [Signature]  
Title: Nassau County Board of County Commissioners

TEST: [Signature]  
Authorized Signature

Name: John A Crawford  
Title: Clerk of Circuit Court

[Signature]  
T. J. GREESON  
CHIEF OF STAFF/OPERATIONS

Approved as to form by the  
Nassau County Attorney:

[Signature]  
Michael S. Mullin

A CERTIFIED TRUE COPY  
John A Crawford Clerk of Circuit Court  
OFFICE, Clerk of the Board of County Commissioners

**WORK DESCRIPTION  
GRADE CROSSING  
NEW OR RECONSTRUCTION**

725-090-07  
RAIL  
10/99

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
41895215701	FRIENDLY ROAD	NASSAU	1(XNG-P)	SP-00S2-042J

RAILROAD COMPANY

FIRST COAST RAILROAD, INC.

- A. JOB DESCRIPTION & LOCATION: INSTALL NEW RS RAILROAD CROSSING AT FRIENDLY ROAD.
- B. TYPE OF ROADWAY FACILITY: TWO LANE UNDIVIDED
- C. FDOT/AAR XING NO.: 620811-K RR MILE POST TIE: SMA 44.27
- D. TYPE CROSSING PROPOSED: RS DOT INDEX: 560
- E. STATUS AND PROPOSAL:
1. EXISTING CROSSING (See Agreement dated \_\_\_\_\_)
- a.  To be improved as permanent public road crossing.
- b.  To be (used-improved) for temporary (haul-detour) operation, Pit. No. \_\_\_\_\_
- c.  To be relocated (See above for new location) Existing crossing will:  
 (1)  remain in place for local use.  
 (2)  be abandoned and removed by (State-Railroad) forces.
- d.  To be eliminated - Remarks \_\_\_\_\_
2. NEW CROSSING
- a.  To be constructed as permanent public road crossing.
- b.  To be constructed for temporary (haul-detour) operation, Pit No. \_\_\_\_\_
- c.  Relocated from elsewhere (See 1.c. above, Re: Existing Crossing).
- d.  Requires Public Hearing (State Statute 335.141 & 120.57)
- F. VERTICAL ALIGNMENT:
1.  Meeting elevation of existing rails.
2.  Track adjustments necessary. Rails to be (raised-lowered) TO BE KEPT TO A MIN. feet.
- G. CROSSING PROTECTION: (Signal Sheet attached:  Yes  No.)
- H. DRAINAGE ITEMS: (Drainage Sheet attached:  Yes  No.)
- I. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1. N/A By Others ( \_\_\_\_\_ Company.)
2.  By Railroad Company.
- J. AUTHORITY REQUESTED: (Draft attached:  Yes  No.)
1.  Agreement (Third Party Participating NASSAU COUNTY)
2.  Supplemental Agreement No. \_\_\_\_\_
3.  Crossing Permit. \_\_\_\_\_
4.  Estimate for Change Order No. \_\_\_\_\_
5.  Letter of Authority.
6.  Letter of Confirmation (No Cost to Department).
- K. OTHER REMARKS: Negotiations to be completed by FEBRUARY, 2006

03/07/2005

Florida Department of Transportation  
Federal Authorization Management System  
**Notice of Approved Modification**  
to Federal Project Agreement  
from Federal Highway Administration

Federal Aid Project Number: 00S2 042  
Modification Number: 001

State Project Number: 212097-2 57 01

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on 07/23/2004 is hereby modified as follows:

Project Location: ~~SANDY FORD ROAD~~ NASSAU CO. RR# 620769-N; RAILROAD  
*Friendly Rd* SIGNAL; CONSTRUCTION

Character of proposed work: Safety Rail/Hwy Crossing

Dist.	Urban/ Appr. With	Revised Total Cost	Revised Federal Share	Revised Federal Funds Under Agreement	Revised Advance Construction
02	H260	61,810.00	100.0%	61,810.00	0.00
02	H270	379,453.00	100.0%	379,453.00	0.00
02	Q270	286,947.00	100.0%	286,947.00	0.00

Department of Transportation

Available funds certified by:	<b>FORNICHER NIXSON</b>	Date:	<b>02/23/2005</b>
Approval recommended by:	<b>BUNNY LANGRIDGE</b>	Date:	<b>02/23/2005</b>
Approved and Authorized by:	<b>BUNNY LANGRIDGE</b>	Date:	<b>02/23/2005</b>

Federal Highway Administration

Approval Recommended By:	<b>STEPHANIE P. GLEASON</b>	Date:	<b>03/07/2005</b>
Approved and Authorized By:	<b>STEPHANIE P. GLEASON</b>	Date:	<b>03/07/2005</b>
Agreement Approved By:	<b>STEPHANIE P. GLEASON</b>	Date:	<b>03/07/2005</b>

State Remarks:

**MODIFICATION TO ADD FOUR ADDITIONAL RAILROAD CROSSINGS TO THE DISTRICT TWO RAIL CROSSING SAFETY PROGRAM FOR 2004/05, \$61,810.**

Division Remarks

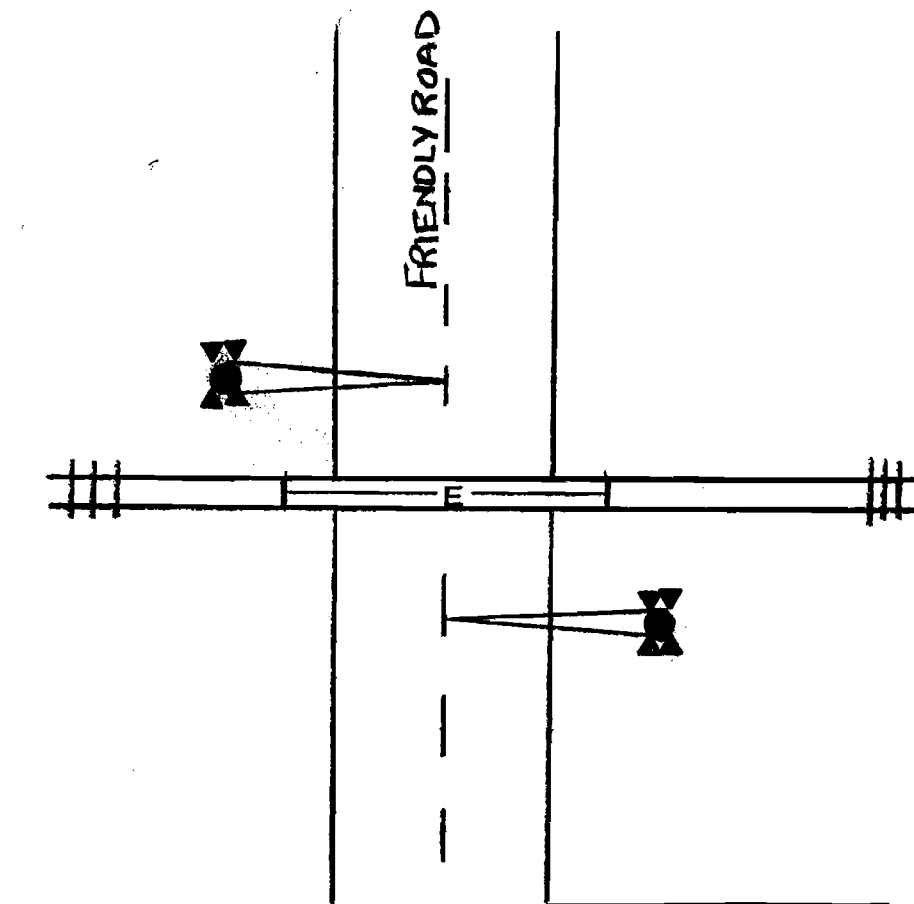
All other terms and conditions of the Project Agreement will remain in full force and effect.

This Notice of Approved Modification is not the official FHWA Project Agreement Modification for the projected designated above. The official Project Agreement Modification must be printed from FHWA's Fiscal Management Information System (FMIS). The District Federal Aid Coordinator may obtain the Project Agreement at <http://fhwapap05.fhwa.dot.gov/>.

ALL IMPROVEMENTS TO BE MADE IN ACCORDANCE  
WITH D.O.T. STANDARD INDEX NO. 17882



- A.
- B.
- C.
- D.
- E. 32'



EXISTING: TYPE L CROSSING

RECOMMENDATIONS: FIRST COAST RAILROAD, INC.  
TO INSTALL A NEW RS/RUBBER ASPHALT CROSSING.

FLORIDA DEPARTMENT OF TRANSPORTATION  
RAIL-HIGHWAY GRADE CROSSING IMPROVEMENTS

CROSSING NO.: 620811-K      COMPANY: FIRST COAST  
TYPE: RS CROSSING      CLASS:  
LOCATION: FRIENDLY ROAD  
DRAWN BY: DONNA WHITNEY DATE: 7/20/2004

NOT TO SCALE

SR200/A1A

CROSSING NO.: 620811K PRIORITY NO.: 663 COUNTY: NASSAU CITY: FERNANDINA BEAC RDWY: FRIENDLY RD

CLASSIFICATION/LOCATION: DATE LAST UPDATED: 12/06/2002

R. R. CO.: CSX R. R. BRANCH: SMA STATION: YULEE R. R. MILEPOST: 44.27  
R. R. CROSSING STATUS: OPEN--TRACK ACT AS OF 01/29/2003 LATITUDE: 30.63 LONGITUDE: 81.47

RAIL OPERATIONS: DATE LAST UPDATED: 10/25/2001

TRAIN MOVEMENTS: 4 MAXIMUM TRAIN SPEED: 20 EFFECTIVE: 10/25/2001 NO. OF MAIN TRACKS: 1 OTHER TRACKS: 0

WARNING DEVICES: DATE LAST UPDATED:

EXISTING WARNING: Xbucks TYPE OF TRAIN DETECTION: NONE PREEMPTION: NOT INTERCONNEC ADVANCE WARNING: Y

PHYSICAL DATA: DATE LAST UPDATED: 12/06/2002

R. R. CROSSING ANGLE: 60-90 DEG NO. OF THRU LANES: 2 OTHER LANES: 0 HIGHWAY SPEED: 30  
CROSSING CONDITION: FAIR APPROACH CONDITION: EXTENSIVE MAINTAINING AGENCY: COUNTY

DEPARTMENT DATA: DATE LAST UPDATED: 01/29/2003

TRAFFIC VOL. (ADT): 1,478 AS OF 2003 SCHOOL BUS COUNT: 4 AS OF 2004 PERCENT TRUCKS: 12

SAFETY DATA: DATE LAST UPDATED: 04/15/2004

PRED. ACCID./YEAR: 0.02 SAFETY INDEX: 60.55 SAFETY INDEX UPDATE: 04/15/2004 RECOMMENDED WARNING DEVICE: FL & G

DESCRIPTION OF SITE / INSTALLATION CONFLICTS:

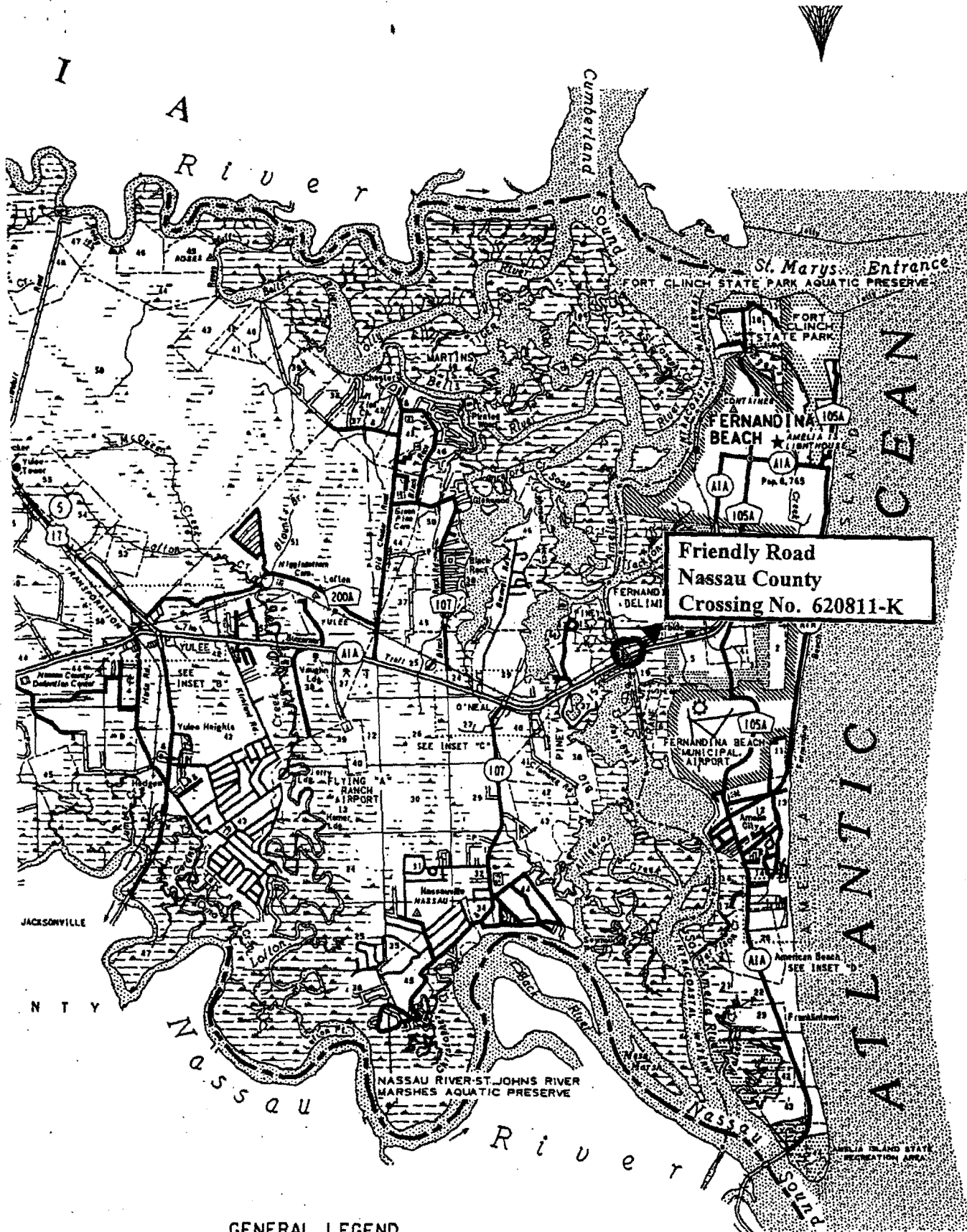
---

REVIEW TEAM RECOMMENDATION: FIRST COAST RAILROAD, INC. TO REWORK RAILROAD CROSSING.ON FRIENDLY ROAD

---

DATE REVIEWED 7/20/04 BY

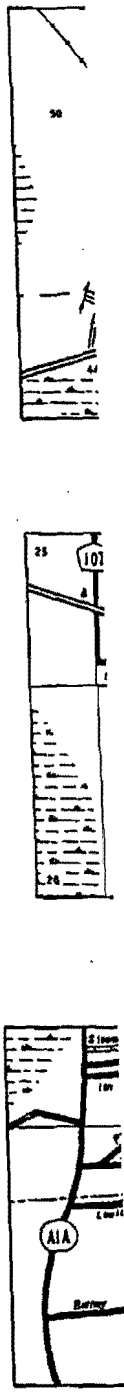
REVIEW TEAM PERSONNEL: CHARLES HOUSTON, NASSAU COUNTY; LILLIAN PORTER, FDOT RAIL OFFICE; DONNA WHITNEY, FDOT RAIL OFFICE;  
MIKE DROSS, FDOT TALLAHASSEE RAIL; SCOTT ALLBRITTON, FDOT TALLAHASSEE RAIL; LACOYA GREGGLEY, CSX



Friendly Road  
Nassau County  
Crossing No. 620811-K

GENERAL LEGEND

- |                                       |   |
|---------------------------------------|---|
| — HIGHWAY WITH FULL CONTROL OF ACCESS | — STATE BOUNDARY LINE                   |
| — HIGHWAY INTERCHANGE                 | — COUNTY BOUNDARY LINE                  |
| — DIVIDED HIGHWAY                     | — CIVIL TOWNSHIP BOUNDARY               |
| — HARD SURFACED ROAD                  | — EXTENDED TOWNSHIP LINE                |
| — SOIL, GRAVEL OR SHELL SURFACED ROAD | — LAND GRANT LINE                       |
| — GRADED AND DRAINED ROAD             | — LAND SECTION LINE                     |
| — UNIMPROVED ROAD                     | — FOREST OR PARK BOUNDARY               |
| — PRIVATE ROAD                        | — LOCATION OF INSET BOUNDARY WITHIN MAP |
| — STREETS IN INSET OR DELIMITED AREA  |   |



TO FORT GEORGE





COUNTY RESOLUTION

GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 2005-137

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on Friendly Road, which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION Nassau COUNTY, FLORIDA:

That Nassau County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the First Coast Railroad, Inc. Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 418952-1(Xing)/212575-2(Signal) on Friendly Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620811-K located in Nassau County, Florida; and

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the First Coast Railroad, Inc. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the County Commissioners of Nassau County, Florida, this 14th day of September, 2005.

Authorized Signature
Name: [Signature]
Title: Nassau County Board of County Commissioners

ATTEST: [Signature]
Authorized Signature

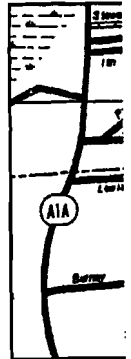
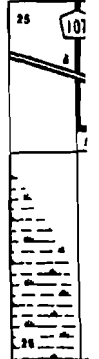
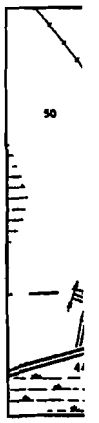
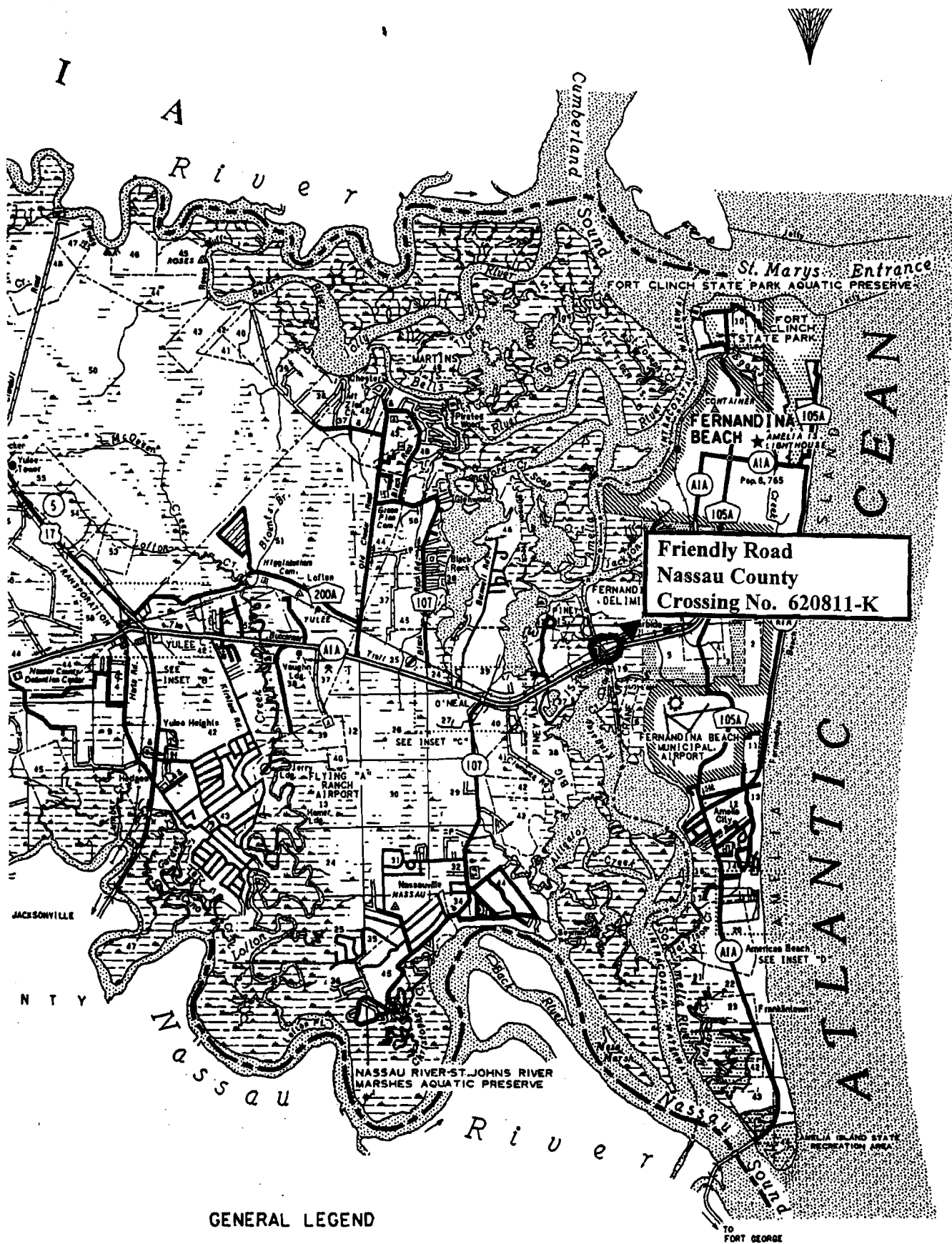
Name: John A Crawford
Title: Clerk of Circuit Court

(SEAL)

Approved as to form by the Nassau County Attorney:

[Signature]
T. J. GREESON
CHIEF OF STAFF/OPERATIONS

[Signature]
Michael S. Mullin



**Friendly Road  
Nassau County  
Crossing No. 620811-K**

**GENERAL LEGEND**

- |                                       |   |
|---------------------------------------|---|
| — HIGHWAY WITH FULL CONTROL OF ACCESS | — STATE BOUNDARY LINE                   |
| — HIGHWAY INTERCHANGE                 | — COUNTY BOUNDARY LINE                  |
| — DIVIDED HIGHWAY                     | — CIVIL TOWNSHIP BOUNDARY               |
| — HARD SURFACED ROAD                  | — EXTENDED TOWNSHIP LINE                |
| — SOIL, GRAVEL OR SHELL SURFACED ROAD | — LAND GRANT LINE                       |
| — GRADED AND DRAINED ROAD             | — LAND SECTION LINE                     |
| — UNIMPROVED ROAD                     | — FOREST OR PARK BOUNDARY               |
| — PRIVATE ROAD                        | — LOCATION OF INSET BOUNDARY WITHIN MAP |
| — STREETS IN INSET OR OBLIMITED AREAS | ● — COUNTY SEAT                         |

TO FORT GEORGE

COUNTY RESOLUTION

GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

CSX 52536

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 2003-66

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on RATLIFF ROAD, which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION NASSAU COUNTY, FLORIDA:

That NASSAU County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the CSX TRANSPORTATION, INC. Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 21262525701 on RATLIFF ROAD which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620745-A located in CALLAHAN, Florida; and

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the CSX TRANSPORTATION, INC. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

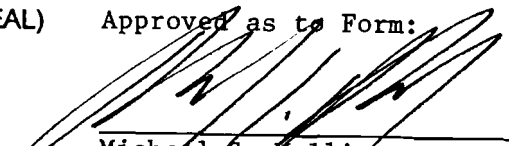
Duly Adopted by the County Commissioners of NASSAU County, Florida, this 28th day of April, 2003.

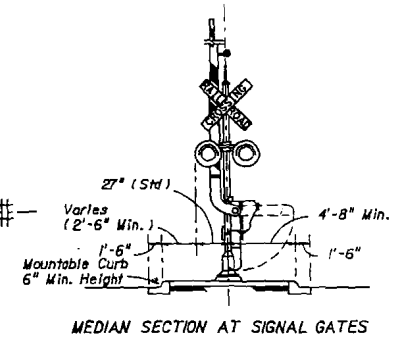
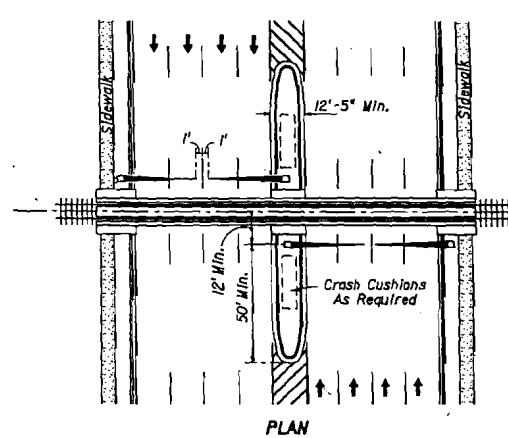
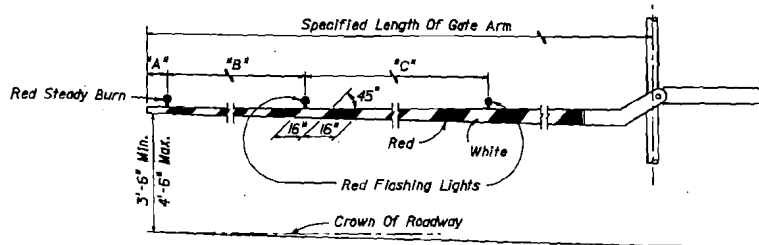
  
Authorized Signature

Name: Vickie Samus, Chairman  
Title: Nassau County Board of County Commissioners

ATTEST:   
Authorized Signature

Name: J.M. "Chip" Oxley, Jr.  
Title: Ex-Officio Clerk

(SEAL) Approved as to Form:  
  
Michael S. Mullin  
County Attorney



NOTE:  
 For additional information see the "Manual On Uniform Traffic Control Devices", Part VIII; The "Traffic Control Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".

RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

**MEDIAN SIGNAL GATES FOR  
 MULTI LANE UNDIVIDED URBAN SECTIONS**

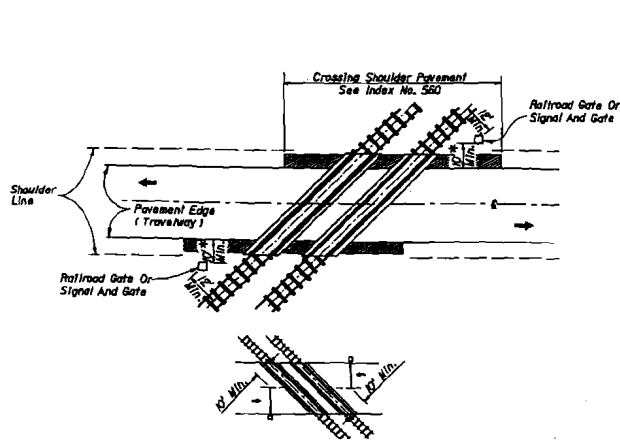
(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 mph OR LESS)



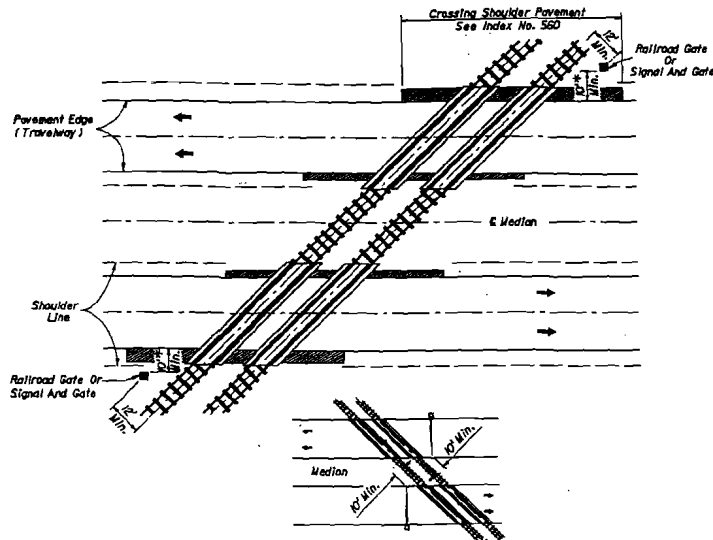
2008 FOOT Design Standards

**RAILROAD GRADE CROSSING  
 TRAFFIC CONTROL DEVICES**

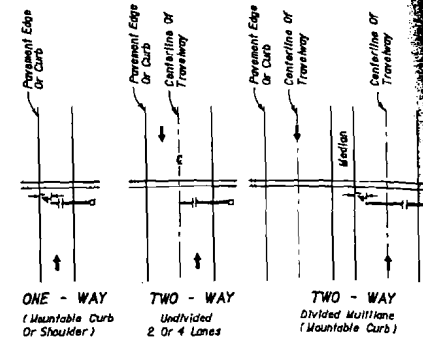
Last Revision	Sheet No.
00	4 of 4
Index No.	
17882	



**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 - LANE DESIGN)**



**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(4 - LANE DESIGN)**

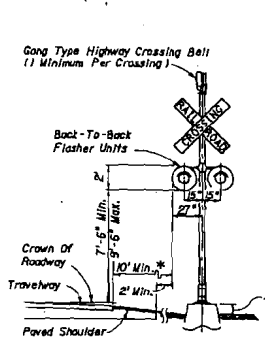


Note 1  
Arrows denote direction of travel not lane indication

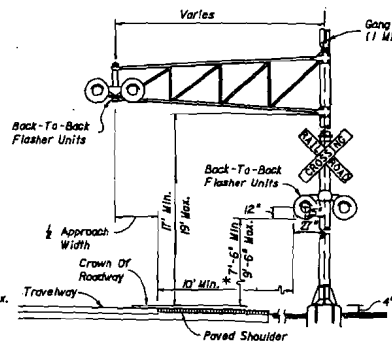
**FIGURE 1**  
Gate Length Requirements  
See Note 5 Sheet 3

**General Notes**

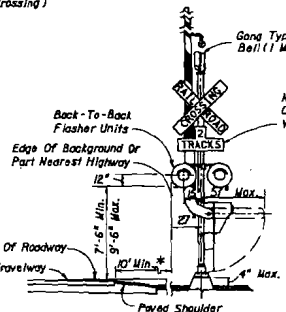
- No guardrail is proposed for signals however, some form of impact attenuation device may be specified for certain locations.
- Advance flasher to be installed when and if called for in plans or specifications.
- Top of foundation shall be no higher than 4" above finished shoulder grade.
- Type of traffic control device
  - Flashing signals
  - Flashing signals with cantilever
  - Flashing signals with gate
  - Flashing signals with cantilever & gate
  - Gate
- Class of traffic control devices
  - Flashing signals - one track
  - Flashing signals - multiple tracks
  - Flashing signals and gates - one track
  - Flashing signals and gates - multiple tracks



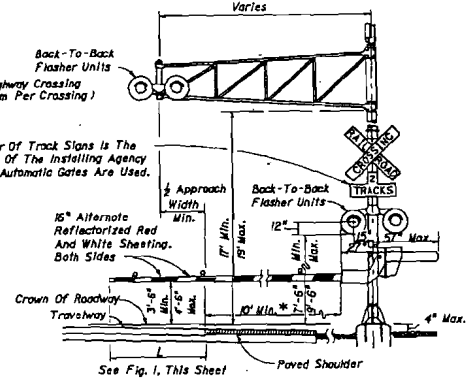
**TYPE I**



**TYPE II**



**TYPE III**



**TYPE IV**

\* When 10' is deemed impracticable the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.

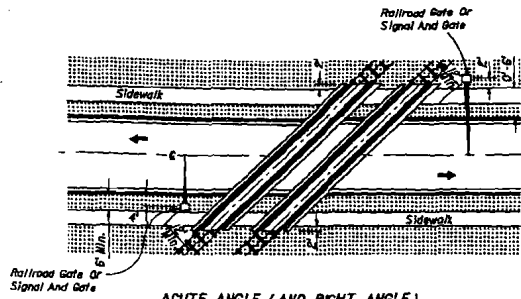
Note 2  
Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.



2006 FOOT Design Standards

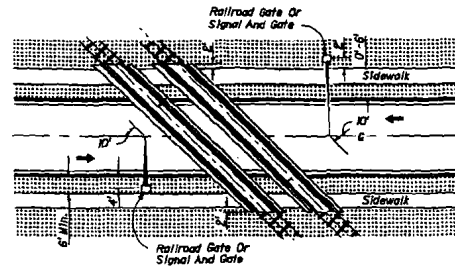
**RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES**

Last Revision	07/01/05	Sheet No.	1 of 4
Index No.		17882	



ACUTE ANGLE (AND RIGHT ANGLE)

**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)**

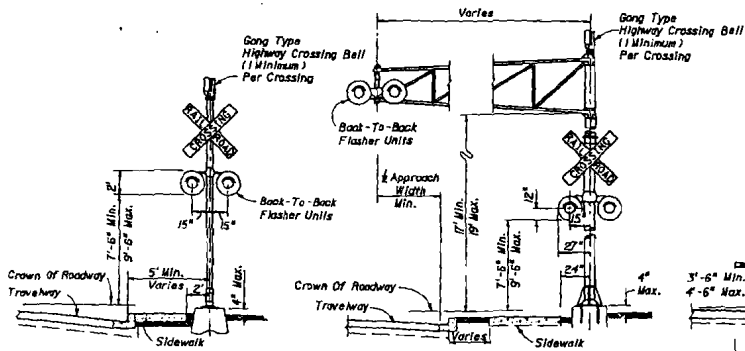


OBTUSE ANGLE

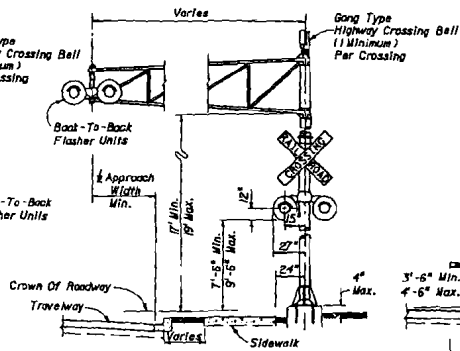
**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)**

**GENERAL NOTES**

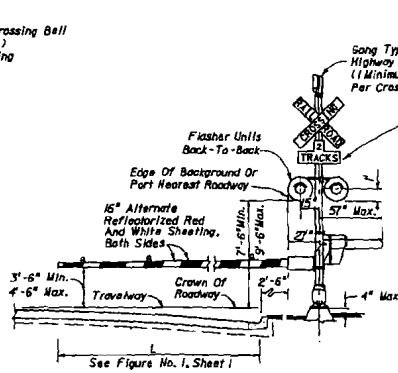
1. The location of flashing signals and stop lines shall be established based on future (or present) installation of gate with appropriate front clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk. 0' to 6' - Locate device outside sidewalk. Over 6' - Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.



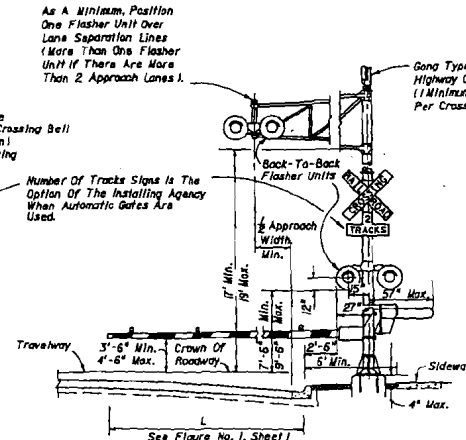
**TYPE I**



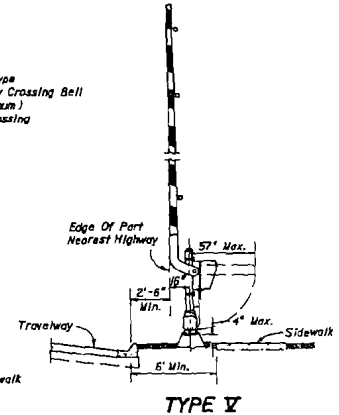
**TYPE II**



**TYPE III**



**TYPE IV**



**TYPE V**

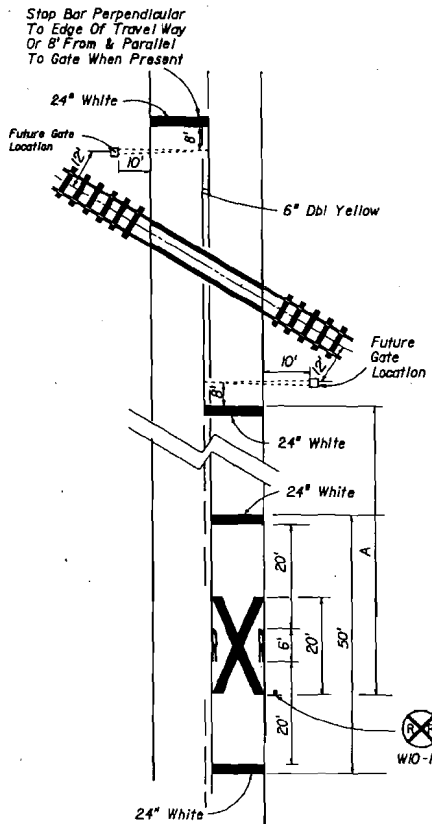


2006 FDOT Design Standards

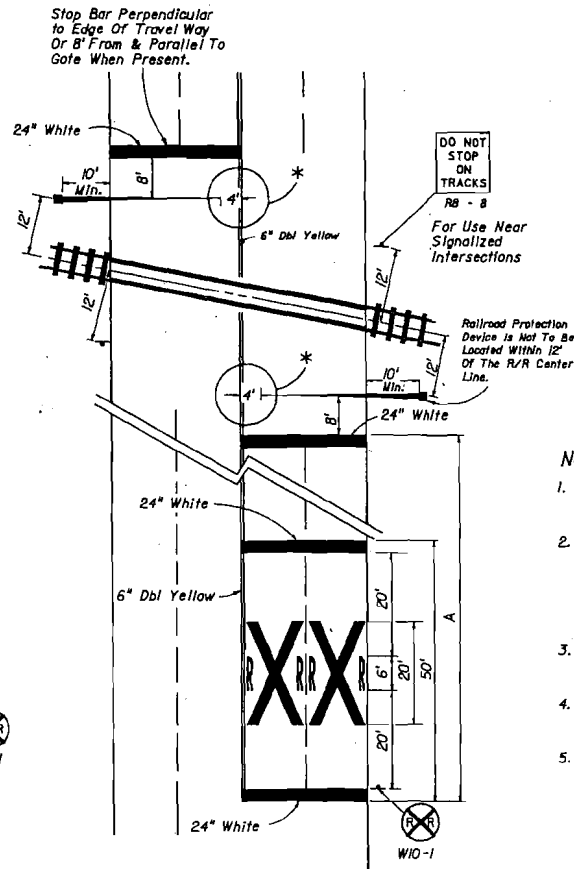
**RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES**

Last Revision	Sheet No.
00	2 of 4
Index No.	
17882	

**RAILROAD CROSSING AT  
TWO (2)-LANE ROADWAY**

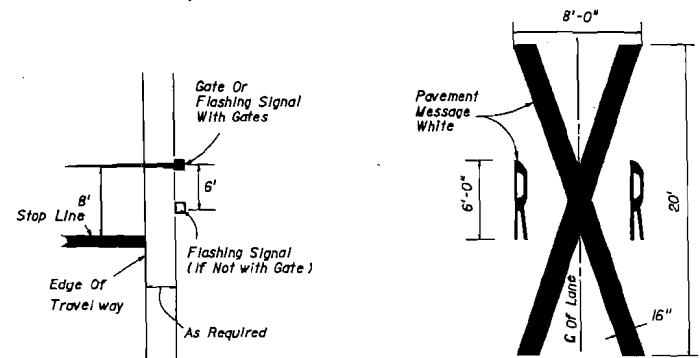


**RAILROAD CROSSING AT  
MULTI-LANE ROADWAY**



SPEED MPH	" A " IN FT
60	400
55	325
50	290
45	175
40	125
35	100
30	75
URBAN	50 MIN.

**RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES**

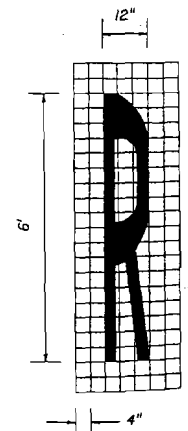


**NOTES:**

- When computing pavement message, quantities do not include traverse lines.
- Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100' from the crossing. Where street intersections occur between the R/R pavement message and the tracks an additional W10-1 sign and additional pavement message should be used.
- A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
- Recommended location for FTP-61-04 or FTP-62-04 signs, 100' urban and 300' rural. See index I7355 for sign details.
- Gate Length Requirements:

For two-way undivided sections:  
The gate should extend to within 1' of the center line. On multiple approaches the maximum gate length may not reach to within 1' of the center line. For those cases, the distance from the gate to the center line shall be a maximum of 4'.

For one-way or divided sections:  
the gate shall be of sufficient length such that the distance from the gate tip to the inside edge of pavement is a maximum of 4'.



2008 FDOT Design Standards

**RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES**

Last Revision 07/01/05  
Sheet 3  
Index No. 1788