

CS-11-199  
CM1841

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

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43146615701	CLINCH ROAD	NASSAU	1(74000-SIGC)	RHH-00S2-049J

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of April, 2012,  
 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 BEACH, 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 43146615701,  
 on CLINCH ROAD, which crosses at grade the right of way and  
 tracks of the COMPANY'S Milepost 44.50,  
 FDOT/AAR Crossing Number 620812S, 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.

FEB 29 2012  
 URBAN PLANNING & DEVELOPMENT  
 MODAL DEVELOPMENT

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 ensure 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 \$ 139,000.00. 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.

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 \$ 0.00 , 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) \$ 0.00 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 DEPARTMENT'S Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

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 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 Financial Services. 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 Financial Services. 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) 413-5516.

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 five 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

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

23. 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.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

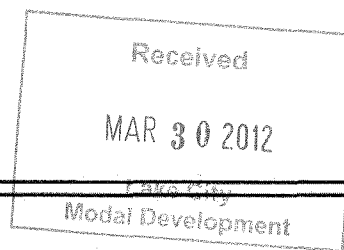
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: Greg Cavan 4/10/2012  
(TITLE: DISTRICT SECRETARY )

COMPANY: FIRST COAST RAILROAD, INC.

BY: Wm A. Gasper  
PRESIDENT



NASSAU COUNTY, FLORIDA

BY: Stacy T. Johnson  
(TITLE: CHAIRMAN OF COUNTY COMMISSION )

2012 3/26/12  
3.28.12

Legal Review  
BY: E. Mowbray  
Attorney - DOT Date 4/4/12

Approved as to Funds Available  
BY: See Attached Enc. Dated 4/4/2012  
Comptroller - DOT Date

Approved as to FAPG Requirements  
BY: EXEMPT  
FHWA Date

## COUNTY RESOLUTION

## GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43146615701	CLINCH ROAD	NASSAU	1(74000-SIGC)	RHH-00S2-049J

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

RESOLUTION NO. 2012-60

ON MOTION OF Commissioner Walter J. Boatright,  
seconded by Commissioner Daniel B. Leeper, the following  
RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on Clinch Road, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF 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 crossing traffic control devices designated as Financial Number 43146615701 on Clinch Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620812S located near Fernandina Beach Florida; and

That the County assume it's share of the costs for future maintenance and adjustment of said grade crossing control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

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

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board of County Commissioners of Nassau County, Florida, in regular session this 26th day of March, 2012.

ATTEST:

[Signature]  
Clerk of the Board of County Commissioners

(SEAL)

[Signature]  
Chairman of the Board of County Commissioners

Received

MAR 30 2012

Lake City  
Modal Development

A CERTIFIED TRUE COPY

[Signature], Ex-Officio Clerk  
by: [Signature], Clerk of the Board of County Comm.

Nassau County, Florida

[Handwritten]  
3/26/12 [Handwritten]  
3.28.12



**Whitney, Donna**

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**From:** The job F1989HLR  
**Sent:** Wednesday, April 04, 2012 2:45 PM  
**To:** Whitney, Donna  
**Subject:** FUNDS APPROVAL/REVIEWED FOR CONTRACT AQM41

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

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Contract #AQM41 Contract Type: Method of Procurement:  
Vendor Name: FIRST COAST RAIL  
Vendor ID: VF202597032001  
Beginning date of this Agmt: 04/30/12  
Ending date of this Agmt: 03/31/15

\*\*\*\*\*  
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 \*790071 \* 139000.00 \*43146615701 \*127 \*  
2012 \*55100100 \*088808/12  
W001 \*00 \* AGR1 \*0001/04

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TOTAL AMOUNT: \*\$ 139,000.00 \*  
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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 04/04/2012

Please provide us your feedback on the Contract Funds Management System.  
A survey is available at the following link:  
<http://cosharepoint.dot.state.fl.us/sites/OOC/FMO/CFM/default.aspx>  
under the Surveys tab.

Thank you in advance for your time!

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

725-090-41  
 RAIL  
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43146615701	CLINCH ROAD	NASSAU	1(74000-SIGC)	RHH-002S-049J

COMPANY NAME: FIRST COAST RAILROAD, INC.

A. FDOT/AAR XING NO.: 620812S RR MILE POST TIE: 44.50

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	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

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, 2011 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.

**WORK DESCRIPTION**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43146615701	CLINCH ROAD	NASSAU	1(74000-SIGC)	RHH-00S2-049J

RAILROAD COMPANY

FIRST COAST RAILROAD, INC.

- A. JOB DESCRIPTION & LOCATION: NEW FL & GATES AT CLINCH RD IN FERNANDINA BEACH
- B. TYPE OF ROADWAY FACILITY: TWO LANES UNDIVIDED
- C. FDOT/AAR XING NO.: 620812S RR MILE POST TIE: 44.50
- 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 2757 )
- 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: APRIL, 2012

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

Synchronization: (Draft attached)  Yes  No.)



# DIAMONDBACK SIGNAL

1/3/2012

(240) 444-6698

PAGE 1 OF 3

## CONFIDENTIAL ENGINEER'S ESTIMATE & MATERIAL LIST

RAILROAD - FIRST COAST RAILROAD

LOCATION - CLINCH ROAD - DOT # 620 812S  
FERNANDINA BEACH, NASSAU COUNTY, FL

PROJECT - RAILROAD CROSSING WARNING DEVICES - INSTALL A 4'X6'  
HOUSE, PMD-3R REDUNDANT MOTION DETECTOR, LED  
FLASHLIGHTS & GATES.

### CONTROL MATERIAL

DESCRIPTION	SUPPLIER	QUANTITY
Equipment Housing <b>4' x 6' Aluminum House</b> w/2 doors, terminal boards, rubber matting, plug receptacle, relay racks, battery stands, house lights, overhead wire chases, 1" insulation, conduit entrance bushings, three 4" x 24" PVC cable entrance pipes & four ground stubs.	Serrmi	1 ea.
PMD 3R with 4khz RSI 250826-BO1 & RMM	GETS	1 ea.
Recorder Interface Module (RIM)	PRS	1 ea.
MDSA-1 250204-001C	GETS	1 ea.
Flasher Relay w/X Pak (A62-673)	GRS	1 ea.
Power Transfer Relay (A62-406)	GRS	1 ea.
PO Rectifier (A62-541)	GRS	1 ea.
MDR Relay (A62-262)	GRS	1 ea.
GPXR Relay (A62-310)	GRS	1 ea.
XGPR Relay (A62-360)	GRS	1 ea.
Relay Plug Board (A62-650)	GRS	5 ea.
Voltage Test Kit (A62-515)	GETS	4 ea.
Lighting Transformer (MLT-50)	GETS	1 ea.
Battery Charger (NRS 12/20)	NRS	1 ea.
Battery Charger (NRS 12/40)	NRS	1 ea.
Battery, 240 AH (OL-B12 Batt.)	ELM	12 vt.
Battery, 240 AH (Main B12)	ELM	14 vt.
Power Off Light Assy. (Internal)	GETS	2 ea.
Indicator Light	Fab. Metals	1 ea.
Fan Assy. W/ Thermostat	GETS	1 ea.
Breaker Box	Square D	1 ea.
Main Breaker	Square D	1 ea.
Breaker 20 A.	Square D	4 ea.
Resistor, 1.0 Ohm Adjustable	WCH	6 ea.
Equalizers, Heavy Duty	Safetran	2 ea.
Arresters, Heavy Duty	Safetran	5 ea.
Emergency Disarm Switch w/ Warning Tag (Motion Detector)	Square D	1 ea.
Case Wire #10 Flex	Okonite	1 ft.
Case Wire #14 Flex	Okonite	1 ft.
Ground Plate	GETS	1 ea.
Signal Lock	Safetran	3 ea.
Misc. (Tags, Term., Eyes, & Etc.)	Safetran	1 ft.

ENGINEER'S ESTIMATE & MATERIAL LIST (Cont.)  
**FIRST COAST RAILROAD**  
**CLINCH ROAD - DOT # 620 812S**  
 FERNANDINA BEACH, NASSAU COUNTY, FL  
 1/3/2012

<b>SIGNAL MATERIAL</b>		
DESCRIPTION	SUPPLIER	QUANTITY
48" Gal House Piers	PRS	4 ea.
Flasher/Gate Foundation, 48"Gal.	PRS	2 ea.
Junction Box Base (5" Gate Mast)	PRS	2 ea.
Aluminum Mast 5" x 16' wo/pin	PRS	2 ea.
5" Pinnacle	PRS	1 ea.
<b>3597 Gate Mech. Assy. Complete w/counterweights, counterweight kit, and cast adapter bracket</b>	WCH	2 ea.
Gate Arm Assy. w/fiberglass gate arm, 3-LED Gate Lights & gate light wiring assy. <b>(2 - 20' Gates)</b>	WCH	2 ea.
12" 2-Way LED FL Assy. (5' Gate Mast Mounting)	GETS	2 ea.
High Wind Brkt.	GETS	2 ea.
Sign, RR Crossing, High Intens.	GETS	2 ea.
Bell 10 - 16 volt, Electronic	WCH	1 ea.
Signal Lock	Safetran	2 ea.
Misc. Material		1 lt.
<b>FIELD MATERIAL</b>		
DESCRIPTION	SUPPLIER	QUANTITY
5 Cond. #6 Cable (Signal)	Okonite	350 ft.
7 Cond. #14 Cable (Signal)	Okonite	350 ft.
3 Cond. #9 Cable (AC Power)	Okonite	100 ft.
Tw. Pr. #6 Track Wire (Track)	Okonite	350 ft.
Cadweld Bonds	Erico	100 ea.
Plug Bonds	Erico	100 ea.
Hard Wire Shunt	GETS	2 ea.
Ground Rod 3/4" x 8' & Clamp	N/A	2 ea.
Track Kit, #6 Trk. Wire	PRS	3 ea.
4" Galvanized Conduit (under Tracks)	Allied	10 ft.
4" Galvanized Conduit (under Road)	Allied	40 ft.
Dress Stone, Seed & Mulch	N/A	1 lt.
Power Service 110V 60AMP Min. per RR Standards	Local	1 ea.
Signal Lock	Safetran	1 ea.
AAR/DOT Stencil for House & AAR/DOT Tags for Masts	Shannon Baum	2 ea.
Pavement Marking & Advance Warning Signs	<b>BY OTHERS</b>	
Misc. Field Material		1 lt.

# DIAMONDBACK SIGNAL

(240) 444-6698

ENGINEER'S ESTIMATE & MATERIAL LIST (Cont.)  
FIRST COAST RAILROAD  
CLINCH ROAD - DOT # 620 812S  
FERNANDINA BEACH, NASSAU COUNTY, FL  
1/3/2012

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## ESTIMATE SUMMARY

SITE SURVEY, ENGINEERING & PLANS				\$	4,500.00
MATERIAL (FOB JOB SITE)					
Control Material	=	\$	50,112.00		
Signal Material	=	\$	28,760.00		
Field Material	=	\$	17,280.00		
TOTAL MATERIAL				\$	96,152.00
SHIPPING				\$	4,808.00
FACTORY WIRING OF EQUIPMENT HOUSE				\$	4,000.00
INSTALLATION - LABOR				\$	20,648.00
INSTALLATION - EQUIPMENT				\$	3,785.00
TEST & PLACE "IN SERVICE"				\$	1,200.00
TRAVEL, LIVING, & MISCELLANEOUS EXPENSE				\$	3,650.00
* TOTAL PROJECT COST	=			\$	<u>138,743.00</u>

- \* PRICE VALID FOR 60 DAYS FROM DATE OF QUOTE
- \* Project is Subject to Progress Rail Services Terms and Conditions
- \* PLUS SALES TAX, IF APPLICABLE, AND POWER COMPANY  
LINE DROP CHARGE, IF ANY

02/17/2012

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 049**  
 Modification Number: **003**

State Project Number: **431470-1 57 01**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on **08/16/2011** is hereby modified as follows:

Project Location: **DISTRICT TWO ANNUAL 2012 RAIL CROSSING SAFETY PROGRAM OF PROJECT**  
 Character of proposed work: **Safety Rail/Hwy Crossing**

Dist.	Appr.	Urban/ With	Revised Total Cost	Revised Federal Share	Revised Federal Funds Under Agreement	Revised Advance Construction
02	33N0		73,000.00	100.0%	73,000.00	0.00
02	LS40		35,000.00	100.0%	35,000.00	0.00
02	LS4E		1,151,900.00	100.0%	1,151,900.00	0.00
02	LS4R		2,449,999.00	100.0%	2,449,999.00	0.00
02	LZ2E		163,236.00	100.0%	0.00	163,236.00

Department of Transportation

Available funds certified by: **BARBARA BORER**  
 Approval recommended by: **HEIDI LANGSTON**  
 Approved and Authorized by: **RICHARD LUTEN**

Date: **02/16/2012**  
 Date: **02/16/2012**  
 Date: **02/16/2012**

Federal Highway Administration

Approval Recommended By: **BELINDA A. HEYS**  
 Approved and Authorized By: **KAREN M. BRUNELLE**  
 Agreement Approved By: **KAREN M. BRUNELLE**

Date: **02/17/2012**  
 Date: **02/17/2012**  
 Date: **02/17/2012**

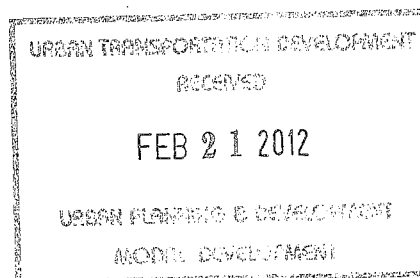
State Remarks:

**MODIFICATION TO INCREASE AUTHORIZATION FOR THE ADDITION OF RAILROAD CROSSINGS #625878J; #621100U; #622583G; #620807V; #620809J; #620812S; #620814F; #620815M; #620816U; #620791B; #620822X; #627460M; #620746G; AND TO AUTHORIZE ADDITIONAL INDIRECT: +\$2,125,999.**

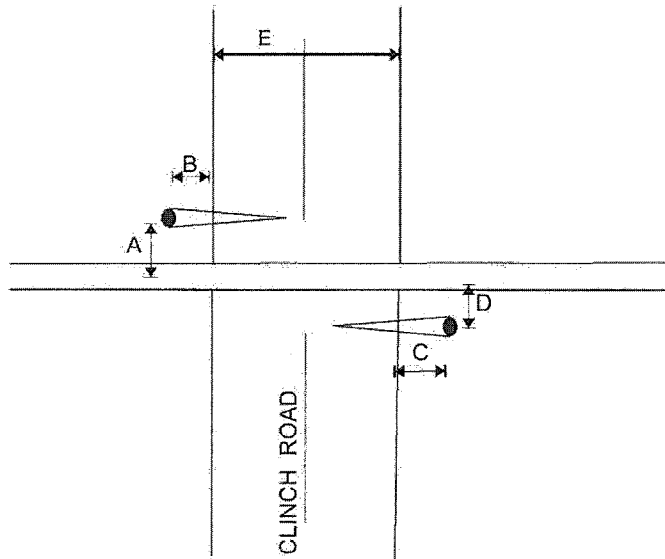
Division Remarks

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 project 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 <https://fhwaapps.fhwa.dot.gov/>.



A: 15'  
B: 12'3"  
C: 12'3"  
D: 15'  
E: 24'



FIN NO. 431466-1-57-01  
FERNANDINA BEACH, FLORIDA

EXISTING: FLASHING LIGHTS AND GATES.

RECOMMENDATIONS: FIRST COAST RAILROAD TO INSTALL ONE(1) FLASHING LIGHT AND GATE IN THE NW QUADRANT, ONE(1) FLASHING LIGHT AND GATE IN THE SE QUADRANT, RAILROAD SIGNAL CABINET, ONE(1) PMD3R, CABLE, AND METER SERVICE POLE.

NASSAU COUNTY TO INSTALL NEW STOP BARS RAILROAD PAVEMENT MARKINGS.

ALL IMPROVEMENTS TO BE MADE  
IN ACCORDANCE WITH F.D.O.T.  
STANDARD INDEX

DRAWING NOT TO SCALE

FLORIDA DEPARTMENT OF  
TRANSPORTATION

CROSSING NO. 620812S  
COMPANY: FIRST COAST RAILROAD  
TYPE III, CLASS III  
LOCATION: CLINCH ROAD  
DATE: 5/24/2011



Florida Department of Transportation

Project No. \_\_\_\_\_

Diagnostic Field Review Sheet

F.M. No. \_\_\_\_\_

Rail-Highway Grade Crossing

Data Sheet

Crossing No : 620812S Priority No :2757 County : NASSAU City : FERNANDINA BEACH RDWY : St Patrick/CLINCH

Classification/Location:	Last Updated: 12/13/2011 12:21:34 AM
R.R. Co. : FIRST COAST RAILROAD	R.R. Branch. :
Station. : 491125	R.R. Milepost. : 44.50
Latitude : 30.63372290	Longitude : 81.46147680
R.R Crossing Status : OPEN--TRACK ACTIVE	As of : 10/22/2010
Rail Operations :	Last Updated : 10/25/2001
Train Movements : 6	
Max Speed : 20	Effective date : 10/25/2001
No. of main tracks : 1	Other tracks : 0
Warning devices :	Last Updated :
Existing warning : FLandG	Type of train detection : NONE
Preemption : NOT INTERCONNECTED	Advance warning : YES
Physical data :	Last updated : 12/6/2002
R.R Crossing angle : 60-90 DEG	Highway speed : 30
No. of Thru lanes : 2	Other lanes : 0
Crossing condition : EXCELLENT	Approach condition : MINOR
Maintaining agency : COUNTY	
Department data :	Last updated : 10/22/2010
Traffic vol.(AADT) : 1310	As of : 2008
School bus count : 5	As of : 2011
Percent trucks :	
Safety data :	Last updated 4/8/2011
Pred. accident/year : 0.002	Recommended warning device : FL & G
Safety index : 77.14	As of : 4/8/2011

Description of Site/Installation conflicts :

Review team recommendations :

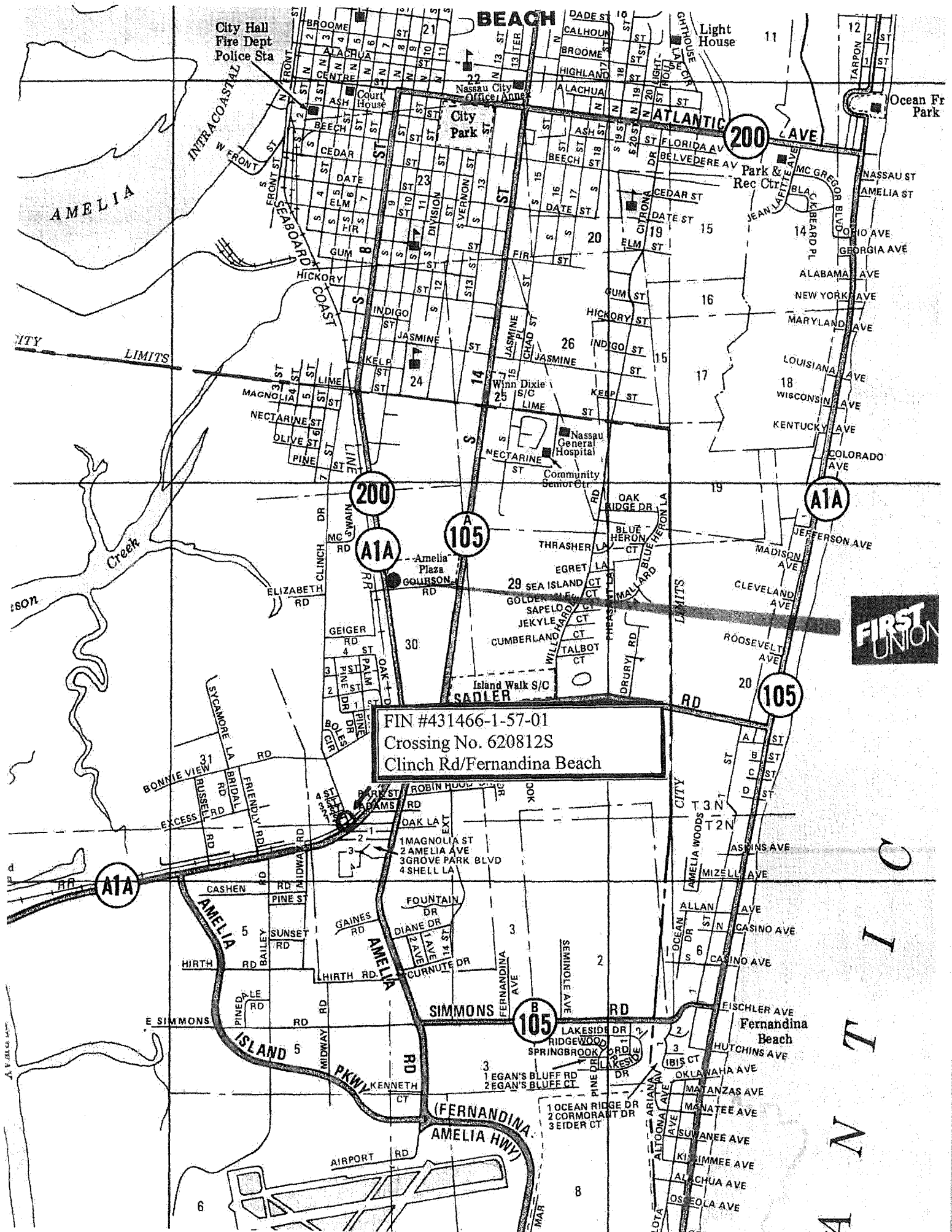
First Coast Railroad to install one(1) flashing light and gate in the NW quadrant, one(1) flashing light and gate in the SE quadrant, railroad signal cabinet, one(1) PMD3R, cable, and meter service pole.

Date reviewed :

5/24/2011

Review team personnel :

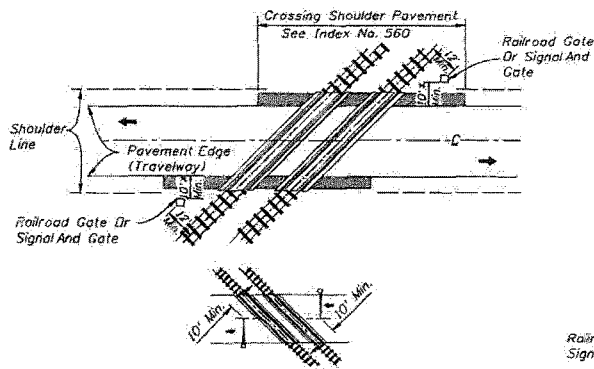
Karin Charron , FDOT Rail; Donna Whitney, FDOT Rail; Annette Lapkowski, FDOT Tallahassee; Scott Allbritton, FDOT Tallahassee; Henry Parrish, FDOT Signal Inspector; Jennifer Graham, FDOT Traffic Operation; James Rhoden, Nassau County; David Hearn, Nassau County; Wayne Parrott, First Coast Railroad



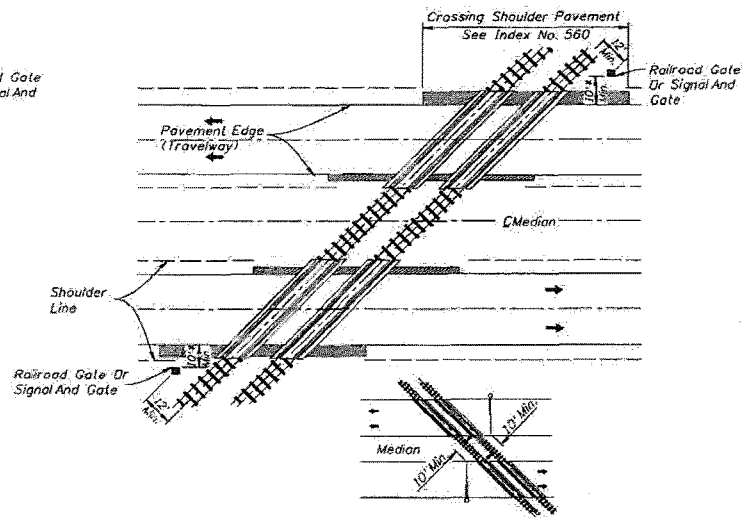
FIN #431466-1-57-01  
 Crossing No. 620812S  
 Clinch Rd/Fernandina Beach



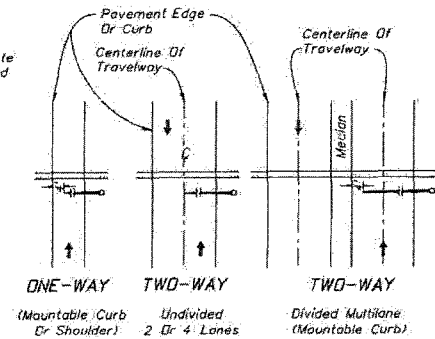
A N T I C



SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 - LANE DESIGN)

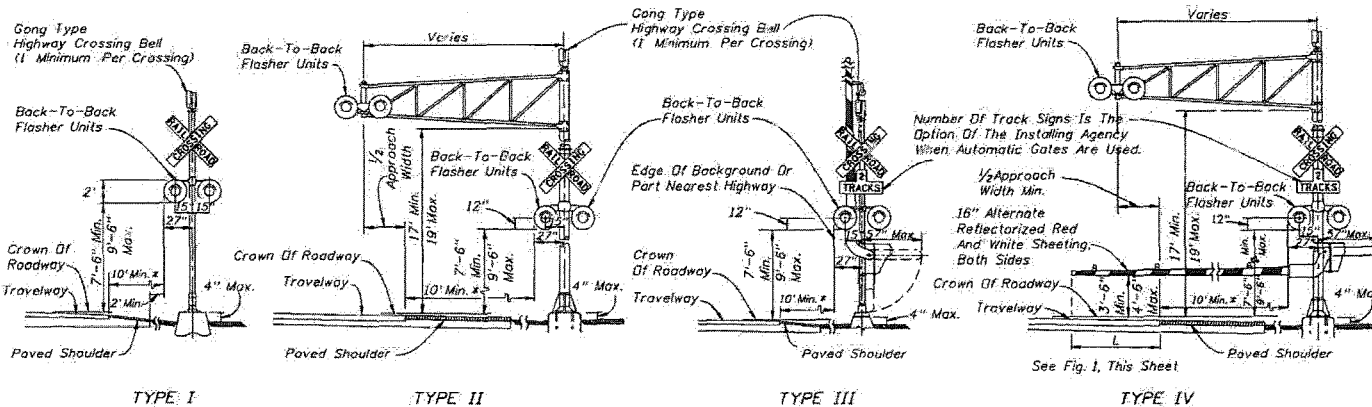


SIGNAL PLACEMENT AT RAILROAD CROSSING  
(4 - LANE DESIGN)



Note:  
Arrows denote direction of travel or 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

\* When 10' is deemed impractical 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:

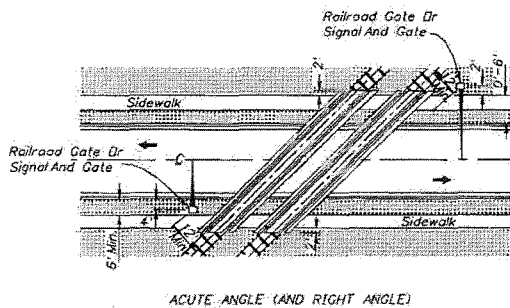
Two separate foundations may be required (one for signals, one for gates), depending on type of equipment used.



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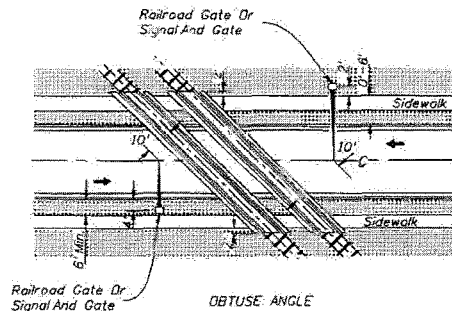
RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES

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)

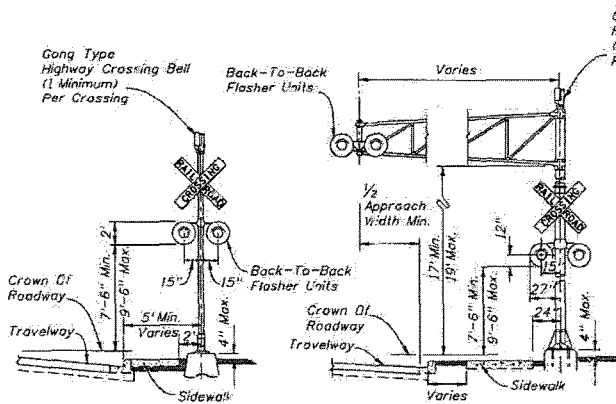


OBTUSE ANGLE

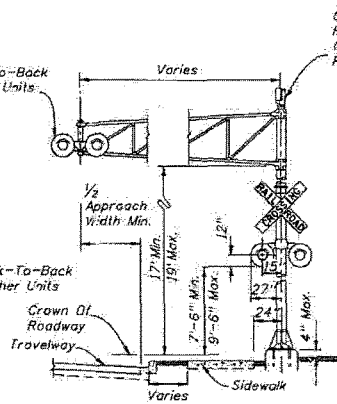
SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)

**GENERAL NOTES**

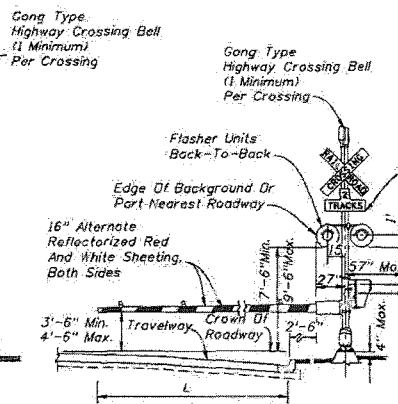
1. The location of flashing signals and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location 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



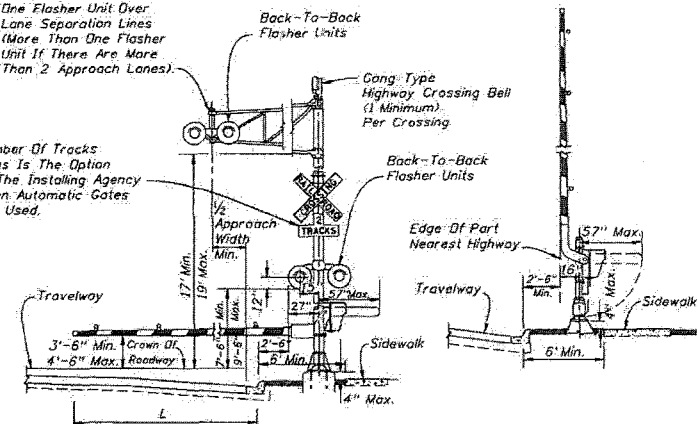
TYPE II



TYPE III

As A Minimum, Position One Flasher Unit Over Lane Separation Lines (More Than One Flasher Unit If There Are More Than 2 Approach Lanes).

Number Of Tracks Signs Is The Option Of The Installing Agency When Automatic Gates Are Used.



TYPE IV

TYPE V

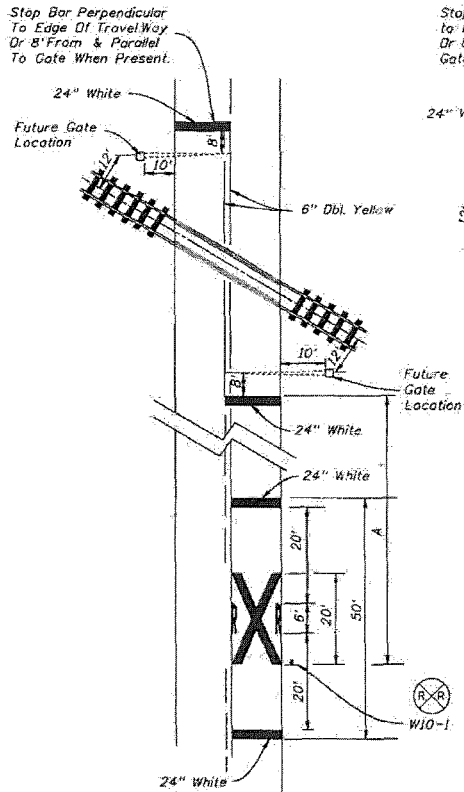


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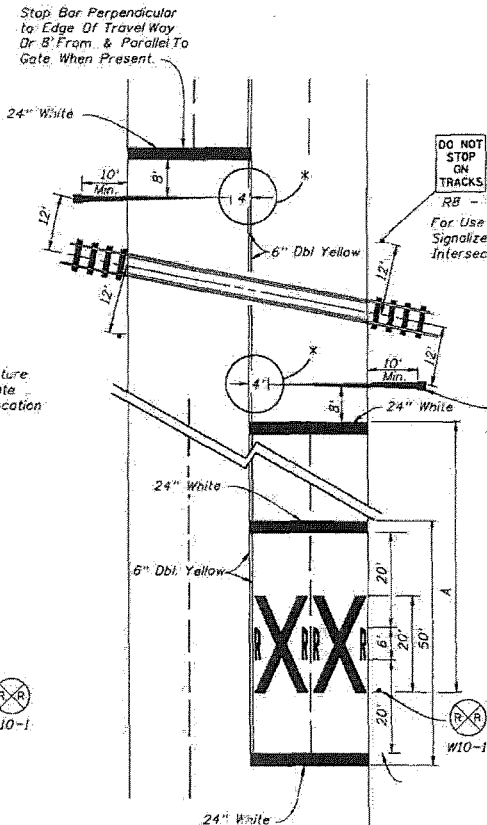
**RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES**

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Sheet No. 2 of 4  
Index No. 17882

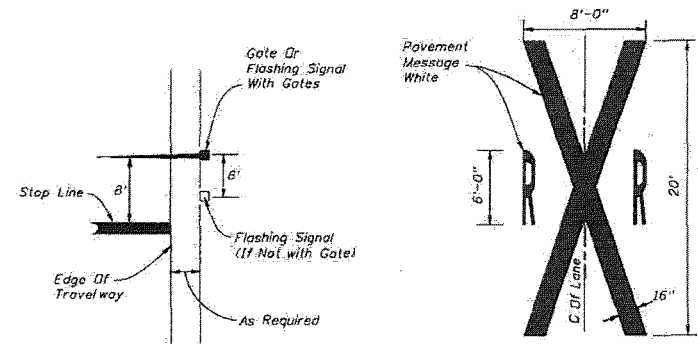
**RAILROAD CROSSING AT  
TWO (2)-LANE ROADWAY**



**RAILROAD CROSSING AT  
MULTILANE ROADWAY**



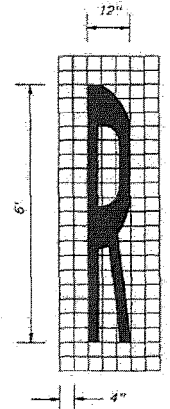
**RELATIVE LOCATION OF CROSSING TRAFFIC  
CONTROL DEVICES**



**NOTES:**

1. When computing pavement message, quantities do not include traverse lines.
2. 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 RR pavement message and the tracks an additional W10-1 sign and additional pavement message should be used.
3. A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
4. Recommended location for FTP-61-06 or FTP-62-06 signs, 100' urban and 300' rural. See Index 17355 for sign details.
5. 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'.

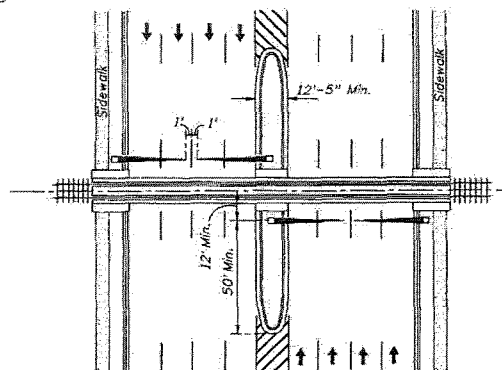
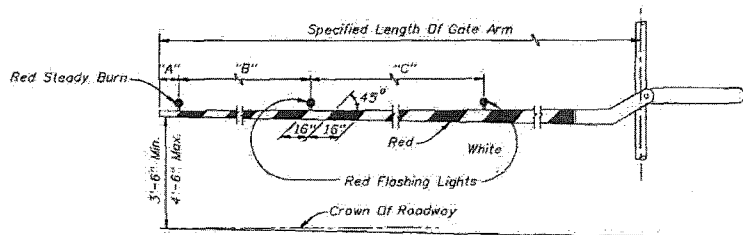
SPEED MPH	"A" IN FT.
60	400
55	325
50	250
45	175
40	125
35	100
URBAN:	85 MIN.



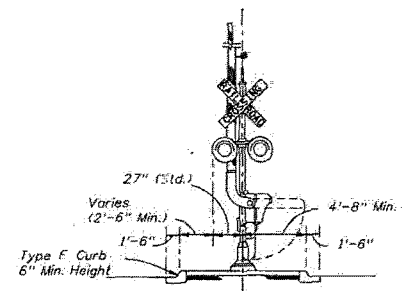
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**RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES**

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PLAN



MEDIAN SECTION AT SIGNAL GATES

NOTE:  
For additional information see the "Manual On Uniform Traffic Control Devices", Part B; 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  
MULTILANE UNDIVIDED URBAN SECTIONS

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



2008 FDOT Design Standards

RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES

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