

CS-11-210

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

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43146815701	GEIGER ROAD	NASSAU	1(74000-SIGC)	N/A

THIS AGREEMENT, made and entered this 26th 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:

WHEREAS, train-activated Railroad Grade Crossing Traffic Control Devices, hereinafter called "crossing devices", presently exist or shall be installed at the railroad/highway grade crossing on GEIGER ROAD, which crosses at grade the right of way and track(s) of the COMPANY'S Mile Post 45.40, being FDOT/AAR Crossing Number 620814F, designated by the Financial Project ID 43146815701 in or near FERNANDINA BEACH, Florida; and

WHEREAS, an existing or proposed highway-to-highway intersection exists adjacent to or in close proximity to the aforementioned grade crossing; and

WHEREAS, the DEPARTMENT and COUNTY hereto, in the interest of safety, desire that the crossing devices be synchronized with existing and/or proposed highway traffic signal devices, hereinafter called "highway devices", so as to assist highway traffic to avoid entrapment on the grade crossing upon the approach of trains, and to provide for improved operational efficiency of the highway system during train passage; and

WHEREAS, the work contemplated hereunder is subject to the provisions of the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I, as amended, and Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, as amended, and DEPARTMENT'S Rule 14-57.011 Florida Administrative Code, as amended; and

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

1. The COMPANY, at DEPARTMENT'S expense, will furnish a preemption synchronization circuit of the "closed loop fail safe design principle" to a common cable junction box, hereinafter called "synchronization devices", at or near the COMPANY'S right of way line.

2. The DEPARTMENT, at its expense, will install or have installed all cable, circuitry and related equipment, required to operate the highway devices in a coordinated and synchronized manner; will terminate the connecting cable from the highway devices at the common cable junction box and will configure the preemption circuit with its system whereby a failure of the highway devices will not cause an unsafe condition. For COMPANY'S approval, the DEPARTMENT will furnish the COMPANY a written and/or graphic description of the highway traffic system, both in operational and failed mode.

3. The common cable junction box and inter-connecting cable shall be deemed the property of the COUNTY and shall be maintained by the COUNTY. The inter-connecting cable from the common cable junction box to the crossing devices shall be deemed the property of the COMPANY. The parties hereto shall each have access to the common cable junction box in order to perform appropriate maintenance and testing.

4. The DEPARTMENT, at its expense, will construct, and the COUNTY will upon final acceptance of the installation, operate and maintain the highway devices and agrees to give the COMPANY sufficient notice prior to making any changes in the operation thereof which, in any way, might affect the coordination features of the crossing devices. In the event said highway devices, and/or coordinating facilities of the COUNTY become inoperative, COUNTY will notify railroad and restore or repair such devices and/or facilities promptly.

5. The COMPANY, at its expense, will operate and maintain the crossing devices and likewise agrees to give the COUNTY sufficient advance notice prior to making any changes in the operation thereof which, in any way, would affect the coordination features of the COUNTY highway devices. In the event said crossing devices and/or coordinating facilities of the COMPANY become inoperative, COMPANY will notify COUNTY and restore or repair such devices and/or facilities promptly.

6. Attached hereto, and by this reference made a part hereof, are plans and/or operational design sheets numbered _____ as approved by the COMPANY together with specifications of the work to be performed by the COMPANY pursuant to the terms hereof and an estimate of the cost thereof (including the common cable junction box) payable to the COMPANY by the DEPARTMENT in the amount of \$0.00. 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, where applicable.

7. The cost of any adjustment, relocation or replacement of said synchronization devices shall be assumed by the party initiating such action, unless otherwise provided for in this contract, existing contracts between the parties, or in existing contracts between one of the parties and a third party.

8. 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.

9. 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.).

10. 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.

11. 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."

12. 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 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 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 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 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.

20. If any existing contract exists between the COMPANY and either the COUNTY, or DEPARTMENT, or a third party, by which this grade crossing is opened or maintained, or by which other crossing devices or highway devices are installed and maintained, then that contract shall remain in full force and effect, except when in conflict with this synchronization agreement.

21. This agreement will terminate upon the removal of the aforementioned rail-highway grade crossing or upon removal of either the highway devices or crossing devices.

22. In the event any of the parties hereto desire an assignment of this agreement, it shall be said party's responsibility to obtain written acceptance of the assignment by the new party to the agreement.

23. 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 written above.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Greg Ewan 04/26/12
(Title: DISTRICT SECRETARY)

COMPANY: FIRST COAST RAILROAD, INC.

BY: WMA Gasper Pres 3/7/12

NASSAU COUNTY, FLORIDA

BY: Stacy T. Johnson
(Title: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS)

RAIL
4/11/12

AS
4/11/12

Legal Review

BY: [Signature]
Attorney - DOT Date 4/26/12

Approved as to Funds Available

BY: N/A
Comptroller - DOT Date

Approved as to FAPG Requirements

BY: N/A
FHWA Date

Received
APR 19 2012
Lake City
Modal Development

COUNTY RESOLUTION
SYNCHRONIZATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES
AND FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE SYNCHRONIZATION 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. 2012-66

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

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

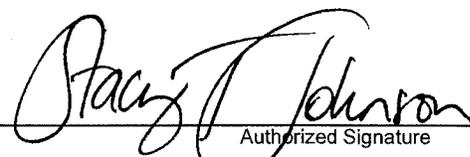
That Nassau County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and First Coast Railroad, Inc. Company for the installation and maintenance of certain traffic control devices designated as Financial Project IL 43146815701 on Geiger Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620814F located in Fernandina Beach, Florida; and

That the County assumes responsibility for future maintenance and adjustment of said traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT FOR SYNCHRONIZATION; 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

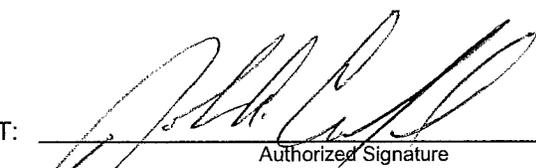
That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the Board of County Commissioners of Nassau County, Florida, this 9th day of April, 2012.


Authorized Signature

Name: Stacy T. Johnson

Title: Chair

ATTEST: 
Authorized Signature

Name: John A. Crawford

Title: Ex-Officio Clerk

Received
APR 19 2012
Lake City
Modal Development

EBL
4/11/12
ll
4/11/12

A CERTIFIED TRUE COPY
John A. Crawford, Ex-Officio Clerk
by: Brenda R. Ainsville, D.C.
Brenda R. Ainsville, Clerk of the Board of County Comm.
Nassau County, Florida

Diamondback Signal

February 24, 2012

Jerry Herndon

G&W RR

Jerry,

At **Gieger Road** the requested **SIMULTANEOUS TRAFFIC SIGNAL PRE-EMPTION** is included at this crossing at **NO ADDITIONAL COST** as all that is required is a contact from an existing relay that is already being supplied for the Railroad Crossing Activation.

The Traffic Signal group will need to supply and install the necessary cable for the interface between the traffic signals and the railroad crossing signals for activation connection.

If I can be any further assistance please give me a call.

Thank You



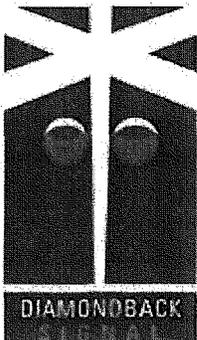
Kevin Lamb

Vice President

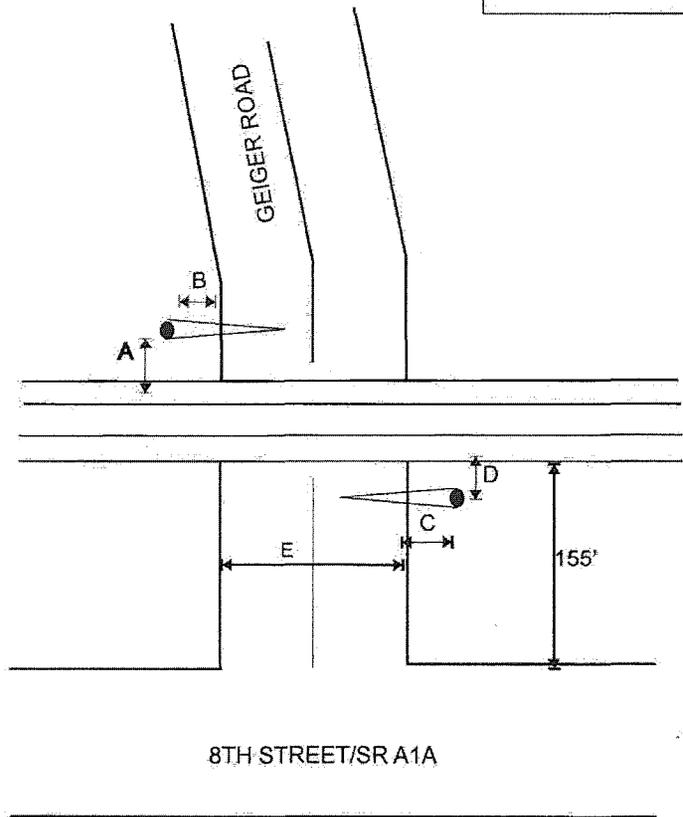
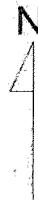
Diamondback Signal, LLC

240-444-6698

klamb@diamondbacksignal.com



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



FIN NO. 431468-1-57-01
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 FOR MAIN LINE, ONE(1) PMD3 FOR SIDE TRACK, CABLE AND METER SERVICE POLE. ALSO, INSTALL SIMULTANEOUS PREEMPTION(PREEMPTION WILL BE COVERED UNDER SEPARATE AGREEMENT.

NASSAU COUNTY TO INSTALL NEW STOP BARS RAILROAD PAVEMENT SYMBOLS AND A W10-15B SIGN.

FLORIDA DEPARTMENT OF
TRANSPORTATION

CROSSING NO. 620814F
COMPANY: FIRST COAST RAILROAD
TYPE III, CLASS IV
LOCATION: GEIGER ROAD
DATE: 5/24/2011

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

DRAWING NOT TO SCALE

Florida Department of Transportation

Project No. _____

Diagnostic Field Review Sheet

F.M. No. _____

Rail-Highway Grade Crossing

Data Sheet

Crossing No : 620814F Priority No :3245 County : NASSAU City : FERNANDINA BEACH RDWY : GIEGER RD

Classification/Location:	Last Updated: 12/13/2011 12:21:29 AM
R.R. Co. : FIRST COAST RAILROAD Station. : 491125 Latitude : 30.64538420 R.R Crossing Status : OPEN--TRACK ACTIVE	R.R. Branch. : R.R. Milepost. : 45.40 Longitude : 81.46000490 As of : 10/22/2010
Rail Operations :	Last Updated : 10/1/2001
Train Movements : 6 Max Speed : 10 No. of main tracks : 1	Effective date : 10/1/2001 Other tracks : 1
Warning devices :	Last Updated :
Existing warning : FLandG Preemption : NOT INTERCONNECTED	Type of train detection : NONE Advance warning : YES
Physical data :	Last updated : 12/7/2002
R.R Crossing angle : 60-90 DEG No. of Thru lanes : 2 Crossing condition : EXCELLENT Maintaining agency : COUNTY	Highway speed : 15 Other lanes : 0 Approach condition : MINOR
Department data :	Last updated : 10/22/2010
Traffic vol.(AADT) : 3351 School bus count : 0 Percent trucks :	As of : 2008 As of : 2011
Safety data :	Last updated 4/8/2011
Pred. accident/year : 0.0123 Safety index : 79.85	Recommended warning device : FL & G & P As of : 4/8/2011
Description of Site/Installation conflicts :	

Review team recommendations :

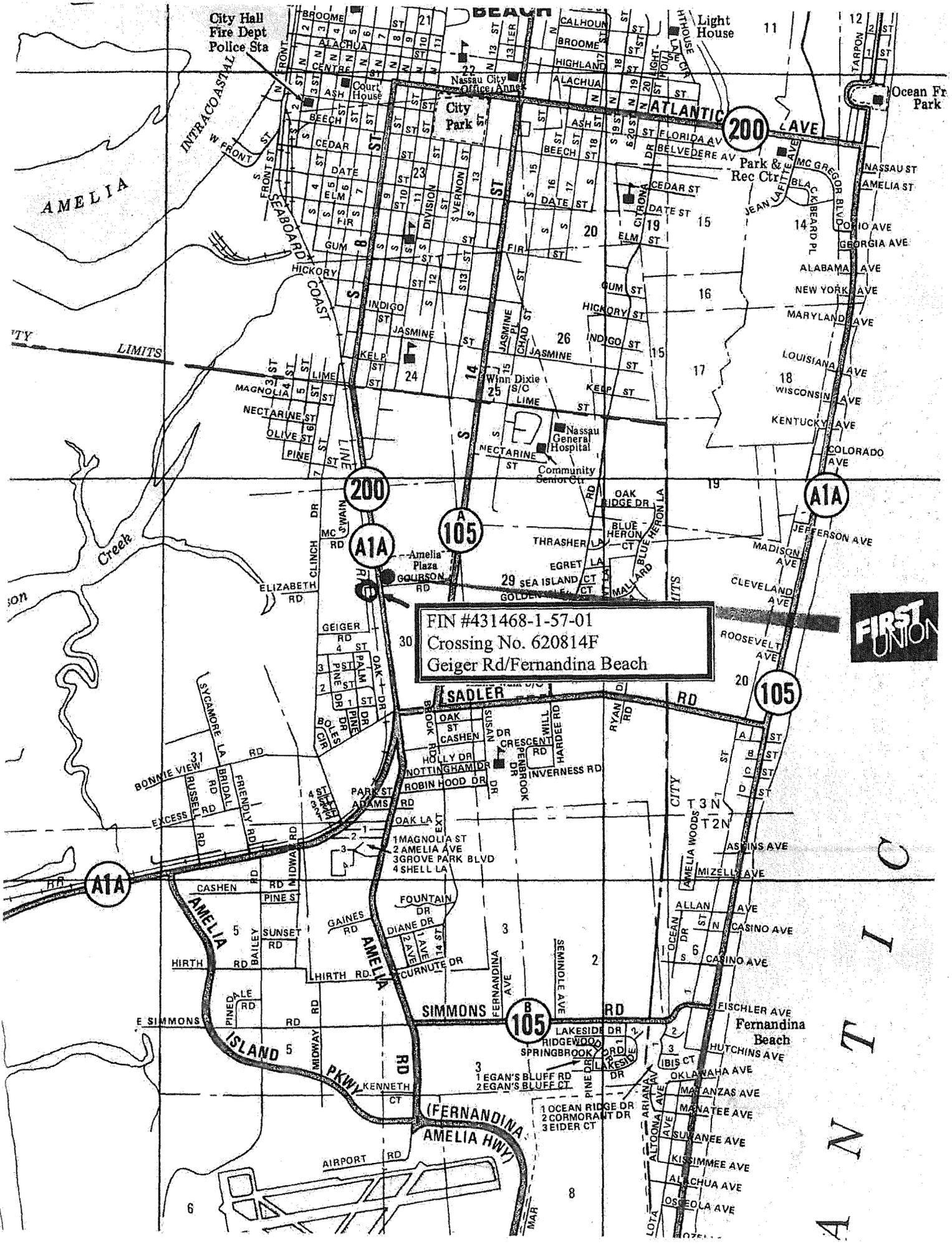
Install one(1) flashing light and gate in the NW quadrant, one(1) flashing light and gate in the SE quadrant, railroad signal cabinet, one(1) PMD3R for mainline, one(1) PMD3 for side track, cable and meter service pole. Also, install simultaneous preemption.

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 Operations; Warren Turner, First Coast Railroad



FIN #431468-1-57-01
 Crossing No. 620814F
 Geiger Rd/Fernandina Beach



ATLANTIC