

CS-12-108

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

725-090-27
RAIL
OGC - 04/12

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
43146315701	FELMOR RD	NASSAU	1(74000-SIGC)	RHH-00S2-050J

THIS AGREEMENT, made and entered into this 5th day of February, 2013,
 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 43146315701,
 on FELMOR RD, which crosses at grade the right of way and
 tracks of the COMPANY'S Milepost SMA 36.4,
 FDOT/AAR Crossing Number 620801E, at or near YULEE, FL,
 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:

- 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.
- 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.
- 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 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 \$ 159,000.00 . 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 \$ _____, 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 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 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 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 or by calling the Division of Consumer Services at 1-877-693-5236.

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. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise 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.

25. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

27. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

28. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

29. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

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]* 2/5/2013
(TITLE: DISTRICT SECRETARY)

COMPANY: FIRST COAST RAILROAD, INC.

BY: *Wm A. Gasper*
PRESIDENT

NASSAU COUNTY, FLORIDA

BY: *[Signature]*
(TITLE: CHAIRMAN, COUNTY COMMISSIONERS)

Legal Review
BY: *[Signature]*
Attorney - DOT Date: 1/29/13

Approved as to Funds Available
BY: See Enc. Dated 1/29/2013
Comptroller - DOT Date

Approved as to FAPG Requirements
BY: EXEMPT
FHWA Date

Received
NOV 13 2012
Lake City
Modal Development

Received
JAN 23 2013
Lake City
Modal Development

MES
01-16-13

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
43146315701	Felmor Road	NASSAU	1(74000-SIGC)	RHH-00S2-050J

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. 2013-02

ON MOTION OF Commissioner Steve Kelley,
 seconded by Commissioner Pat Edwards, 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 Felmor 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 Project Number 431463-1-57-01 on Felmor Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620801E located near Yulee, Florida; and

That the County assume it's share of the costs for future maintenance and adjustment of said grade crossing traffic 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 the First Coast Railroad, Inc.
 Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

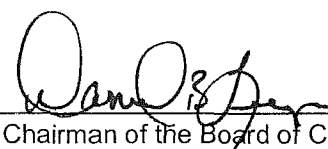
INTRODUCED AND PASSED by the Board of County Commissioners of Nassau

County, Florida, in regular session this 16th day of January, 2013.

ATTEST:


 Clerk of the Board of County Commissioners

(SEAL)


 Chairman of the Board of County Commissioners

A CERTIFIED TRUE COPY
 John A. Crawford, Ex-Officio Clerk
 By: Brenda K. Russell, D.C.
 EX-OFFICIO, Clerk of the Board of County Comm.
 Nassau County, Florida

MES
 01-16-13

Whitney, Donna

From: The job FI989NDR
Sent: Tuesday, January 29, 2013 12:31 PM
To: Whitney, Donna
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQW44

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AQW44 Contract Type: Method of Procurement:
Vendor Name: FIRST COAST RAIL
Vendor ID: VF202597032001
Beginning date of this Agmt: 01/31/13
Ending date of this Agmt: 03/31/16

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 *790063 * 159000.00 *43146315701 *127 *
2013 *55100100 *088808/13
W001 *00 * AGR1 *0001/04

TOTAL AMOUNT: *\$ 159,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 01/29/2013

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
ANNUAL MAINTENANCE COSTS

725-090-41
 RAIL
 OGC - 03/12

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43146315701	FELMOR ROAD	NASSAU	1(74000-SIGC)	RHH-00S2-050J

COMPANY NAME: FIRST COAST RAILROAD, INC.

A. FDOT/AAR XING NO.: 620801E RR MILE POST TIE: SMA 36.4

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
V	3 or 4 Quadrant Flashing Signals and Gates - One Track	\$6,726.00
VI	3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks	\$8,442.00

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.

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
43146315701	FELMOR ROAD	NASSAU	1(74000-SIGC)	RHH-00S2-050J

RAILROAD COMPANY

FIRST COAST RAILROAD, INC.

- A. JOB DESCRIPTION & LOCATION: INSTALL FL & GATES ON FELMOR RD NEAR YULEE, FL
- B. TYPE OF ROADWAY FACILITY: TWO LANE, UNDIVIDED
- C. FDOT/AAR XING NO.: 620801E RR MILE POST TIE: SMA 36.4
- D. TYPE CROSSING PROPOSED: III CLASS: III DOT INDEX NO.: 17882
- E. STATUS AND PROPOSAL:

1. EXISTING DEVICES: (See Agreement dated 11/18/1983)

- 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 1557)

- 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, 2013

Signal installation target date: _____

Synchronization: (Draft attached Yes No.)

620801-E Felmor Rd
First Coast Railroad

Fernandina Beach Existing: FL&G
Nassau County

Team Recommendations: Remove (2) flashing lights and gates, and install (2) new flashing lights and gates, (1) PMD3R, replace railroad signal cabinet, cable, meter service pole, and add (1) set of side lights facing Cottonwood Ave and (1) set of side lights facing Williams Road.

Candidate FP#	Original Estimate	10% Contingency	Inflationary Factor 1.067 For FY 2013	Total Programmed Estimate(Rounded to nearest thousand)
431463-1-57-01	\$142,934.00	\$14,293.40	\$1,525.11	\$159,000.00



CONFIDENTIAL
ENGINEER'S ESTIMATE & MATERIAL LIST

RAILROAD - FIRST COAST RAILROAD

LOCATION - FELMOR ROAD - DOT # 620 901E
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 4' x 6' Aluminum House 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 lt.
Case Wire #14 Flex	Okonite	1 lt.
Ground Plate	GETS	1 ea.
Signal Lock	Safetran	3 ea.
Misc. (Tags, Term., Eyes, & Etc.)	Safetran	1 lt.

ENGINEER'S ESTIMATE & MATERIAL LIST (Cont.)
FIRST COAST RAILROAD
FELMOR ROAD - DOT # 620 901E
 FERNANDINA BEACH, NASSAU COUNTY, FL
 1/3/2012

SIGNAL MATERIAL

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.
3597 Gate Mech. Assy. Complete w/counterweights, counterweight kit, and cast adapter bracket	WCH	2 ea.
Gate Arm Assy. w/fiberglass gate arm, 3-LED Gate Lights & gate light wiring assy. (2 - 20' Gates)	WCH	2 ea.
12" 2-Way LED FL Assy. (5" Gate Mast Mounting)	GETS	2 ea.
12" 2-Way LED FL Assy. (4" Extension Arm Mounting)	GETS	1 ea.
Extension Arm	GETS	1 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.

FIELD MATERIAL

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	BY OTHERS	
Misc. Field Material		1 lt.

DIAMONDBACK SIGNAL

(240) 444-6698

ENGINEER'S ESTIMATE & MATERIAL LIST (Cont.)

Page 3 of 3

FIRST COAST RAILROAD

FELMOR ROAD - DOT # 620 901E

FERNANDINA BEACH, NASSAU COUNTY, FL

1/3/2012

ESTIMATE SUMMARY

SITE SURVEY, ENGINEERING & PLANS			\$	4,500.00
MATERIAL (FOB JOB SITE)				
Control Material	=	\$	50,112.00	
Signal Material	=	\$	32,751.00	
Field Material	=	\$	17,280.00	
TOTAL MATERIAL			\$	100,143.00
SHIPPING			\$	5,008.00
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	=		\$	142,934.00

* 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

11/20/2012

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 050

State Project Number: 431463-1 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: **FELMOR RD NEAR PAGES DAIRY IN YULEE INST FLASH ING
 LGTS&GATESXING620801E;RAIL SAFETY PROJECT;CONSTRUCTION**

Character of proposed work: Administration

Classification of phase of work to be put under agreement	Effective date of authorization
Highway planning & Research	
Preliminary Engineering	
Right-of-Way	
X Construction	11/14/2012
Other	

Dist.	Appr.	Urban/ With	Total Cost	Federal Share	Federal Funds Under Agreement	Advance Construction
02	MS40		1,728,864.00	100.0%	1,656,000.00	0.00
02	MS50		772,560.00	100.0%	740,000.00	0.00

Department of Transportation

Available funds certified by: BARBARA BORER	Date: 11/07/2012
Approval recommended by: LISA DUNCAN	Date: 11/07/2012
Approved and Authorized by: RICHARD LUTEN	Date: 11/07/2012

Federal Highway Administration

Approval Recommended By: BELINDA A. HEYS	Date: 11/14/2012
Approved and Authorized By: FELIX H. DELGADO	Date: 11/20/2012
Agreement Approved By: FELIX H. DELGADO	Date: 11/20/2012

State Remarks:

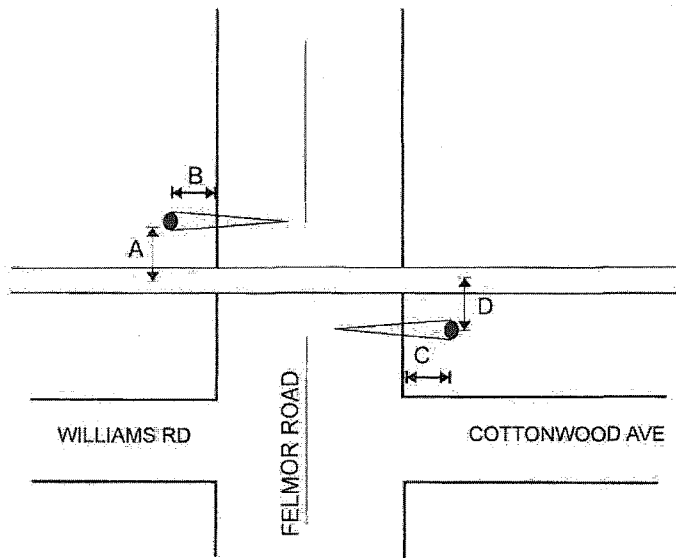
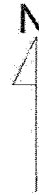
**INITIAL AUTHORIZATION FOR THE RAIL/HIGHWAY GRADE CROSSING IMPROVEMENT PROGRAM IN DISTRICT 2. THIS AGREEMENT IS SUBJECT TO THE FOLLOWING AWARD TERMS:
 HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22705.P
 DF AND HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22706.PDF.**

Division Remarks

Project locations: 1. Felmore Road, Yulee, 2.Old Dixie Highway, Callahan, 3.Oak Hill Road, Callahan, 4.County Road 121, Callahan, 5.State Road 2, Baxter, 6.County Road 127, Baxter, 7.Plummer Road, Jacksonville, 8.Garden Road, Jacksonville, 9.Kings Road, Jacksonville, 10.Market Street, Jacksonville, 11.Hubbard Street, Jacksonville, 12.Pearl Street, Jacksonville, 13.Boulevard Street, Jacksonville, 14.Larsen Road, Callahan, 16.CR 235A/NW 173rd Street, Alachua. Safety Improvements: Flashing lights and gates, train detectors, pedestrian gates, etc. Nov 20, 2012. FhD. 11/15/12: waiting on additional information. kmb

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

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



FIN NO. 431463-1-57-01
FERNANDINA BEACH, FLORIDA

EXISTING: FLASHING LIGHTS AND GATES.

RECOMMENDATIONS: FIRST COAST RAILROAD TO REMOVE EXISTING TWO(2) SETS OF FLASHING AND GATES IN BOTH QUADRANTS AND INSTALL ONE(1) NEW FLASHING LIGHT AND GATE IN THE NW QUADRANT, ONE(1) NEW FLASHING LIGHT AND GATE AND TWO(2) SETS OF SIDE LIGHTS FACING WILLIAMS RD AND COTTONWOOD AVE IN THE SE QUADRANT, RAILROAD SIGNAL CABINET, ONE(1) PMD3R, CABLE, AND METER SERVICE POLE.

NASSAU COUNTY TO INSTALL TWO(2) ADVANCED WARNING SIGNS(W10-1) ON BOTH APPROACHES, TWO SIDESTREET WARNING SIGNS(W10-4) FOR WILLIAMS RD AND COTTONWOOD AVE, AND TRIM TREES ON NORTH SIDE OF TRACK.

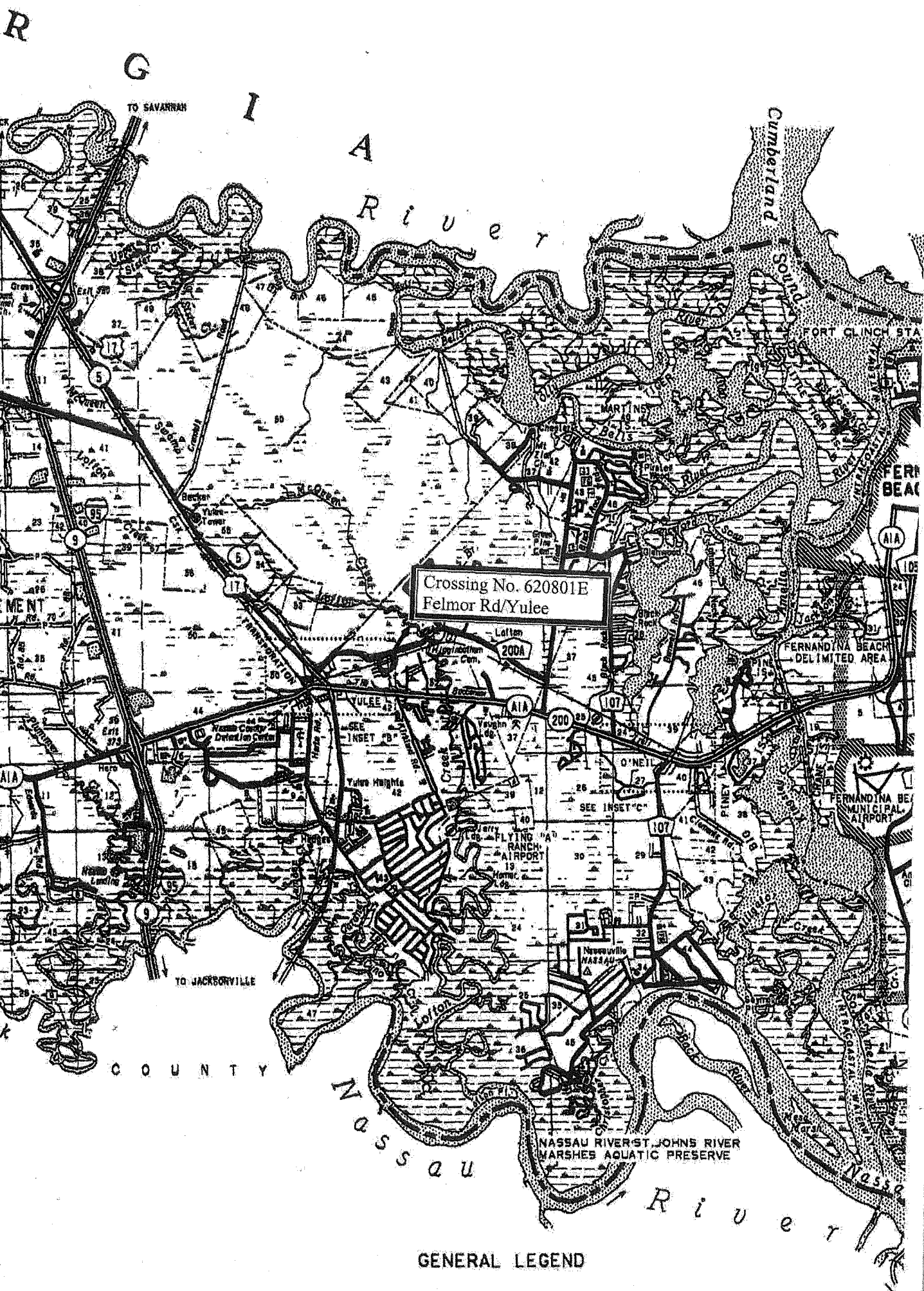
FLORIDA DEPARTMENT OF
TRANSPORTATION

CROSSING NO. 620801E
COMPANY: FIRST COAST RAILROAD
TYPE III, CLASS III
LOCATION: FELMOR ROAD
DATE: 5/24/2011

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

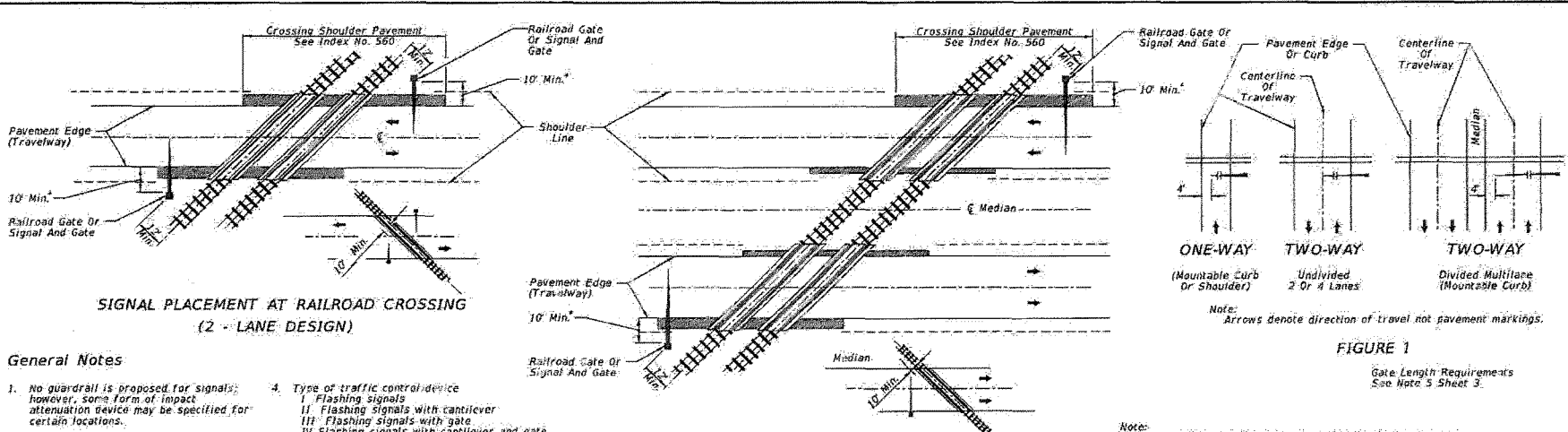
DRAWING NOT TO SCALE

REVIEW TEAM: KARIN CHARRON; FDOT; DONNA WHITNEY; FDOT; ANNETTE LAPKOWSKI; FDOT TALL; SCOTT ALLBRITTON; FDOT TALL; HENRY PARRISH; FDOT SIGNAL INSPECTOR; JENNIFER GRAHAM; FDOT TRAFFIC OPS; WAYNE PARROT, FIRST COAST RAILROAD



Crossing No. 620801E
Felmor Rd/Yulee

GENERAL LEGEND



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

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

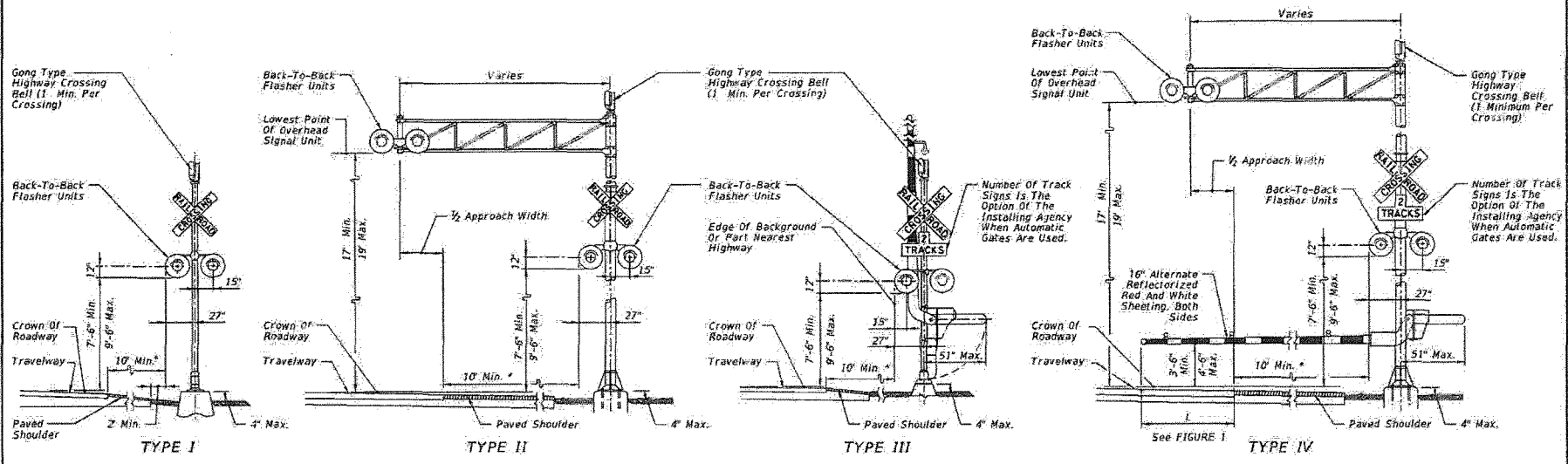
FIGURE 1
Gate Length Requirements
See Note 5 Sheet 3.

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 and 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

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

* 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.



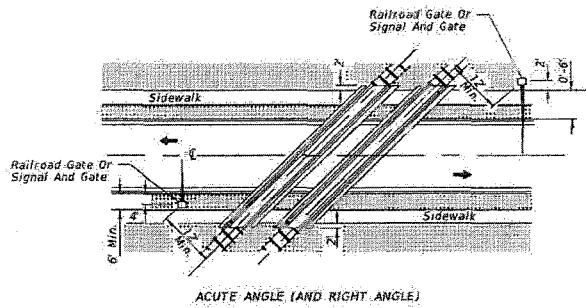
LAST REVISION	DESCRIPTION:
01/01/11	



FDOT DESIGN STANDARDS
2013

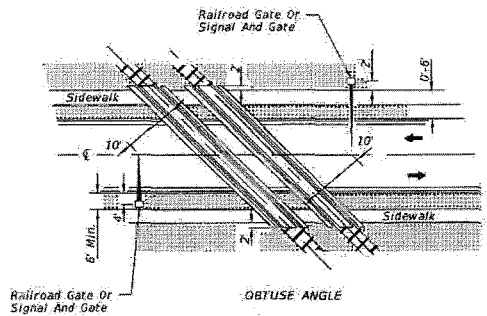
**RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES**

INDEX NO.	SHEET NO.
17882	1



ACUTE ANGLE (AND RIGHT ANGLE)

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



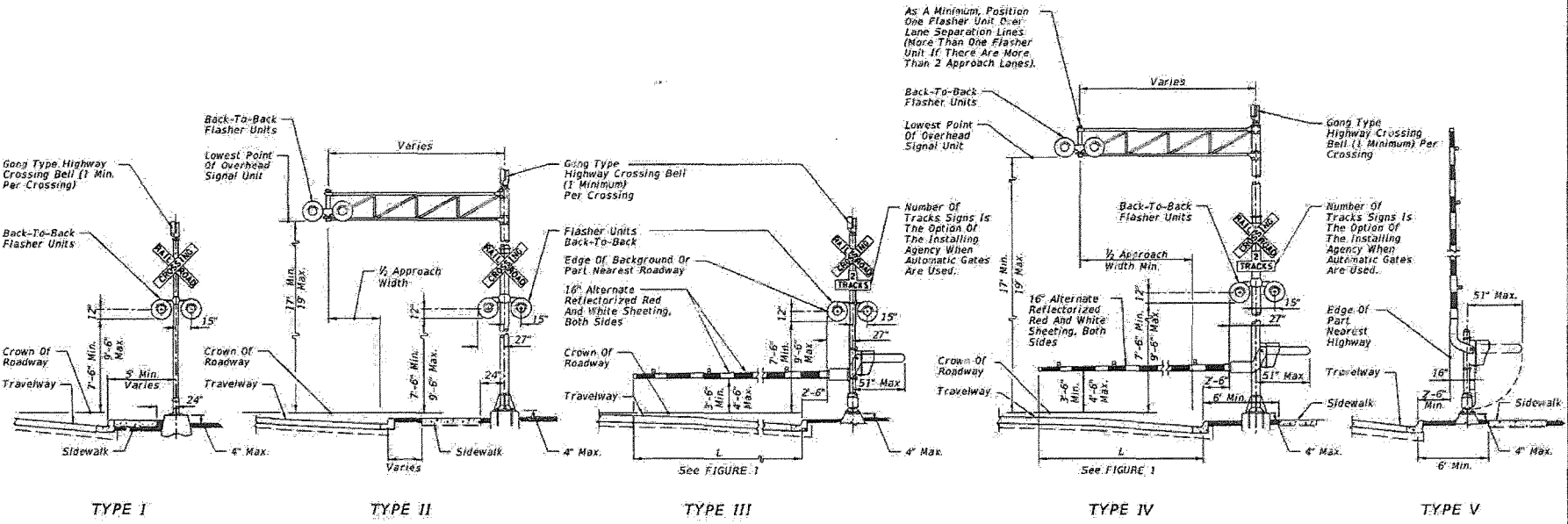
OBTUSE ANGLE

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'-0\".
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.
5. When a cantilevered-arm flashing-light signal is used, the minimum vertical clearance shall be 17' from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.

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TYPE I

TYPE II

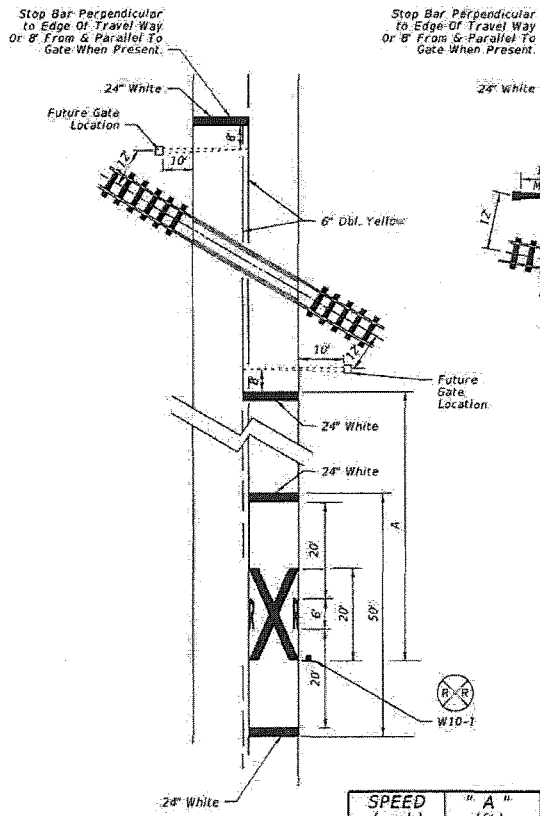
TYPE III

TYPE IV

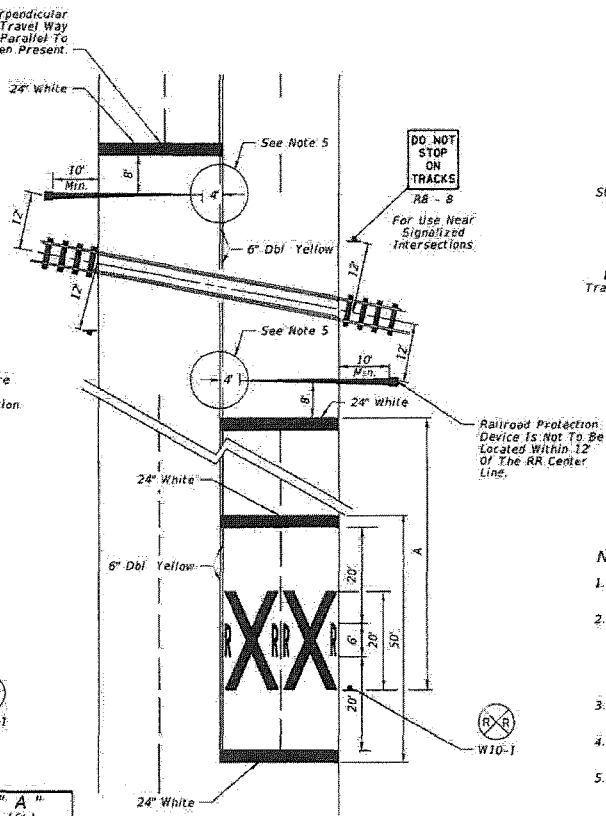
TYPE V

LAST REVISION	DESCRIPTION:		FDOT DESIGN STANDARDS 2013	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO.	SHEET NO.
01/01/11			17882	2		

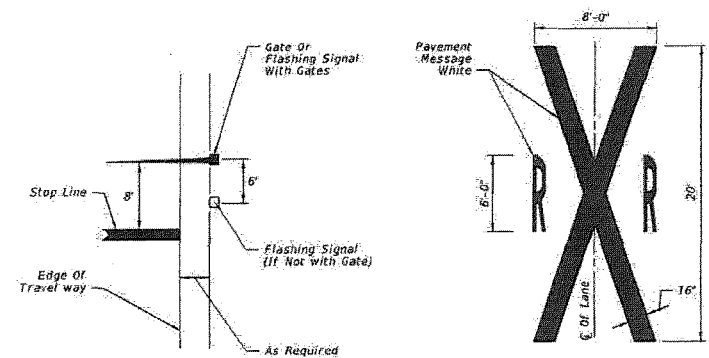
RAILROAD CROSSING AT TWO (2)-LANE ROADWAY



RAILROAD CROSSING AT MULTILANE ROADWAY

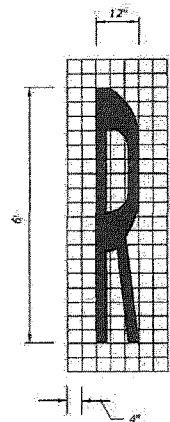


RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES



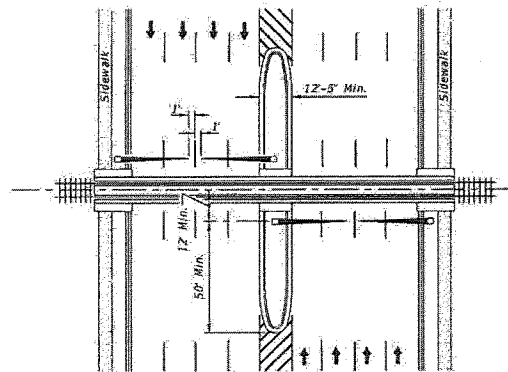
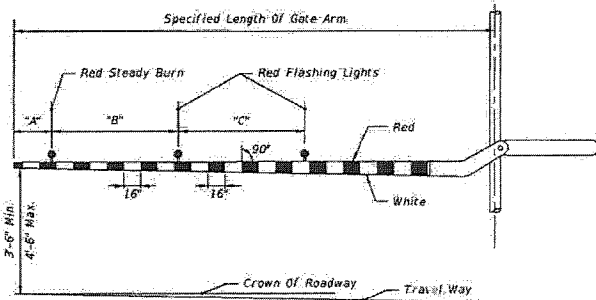
NOTES:

- 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 RR pavement message and the track's 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-61-06 or FTP-62-06 signs, 100' urban and 300' rural. See Index 17355 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'.

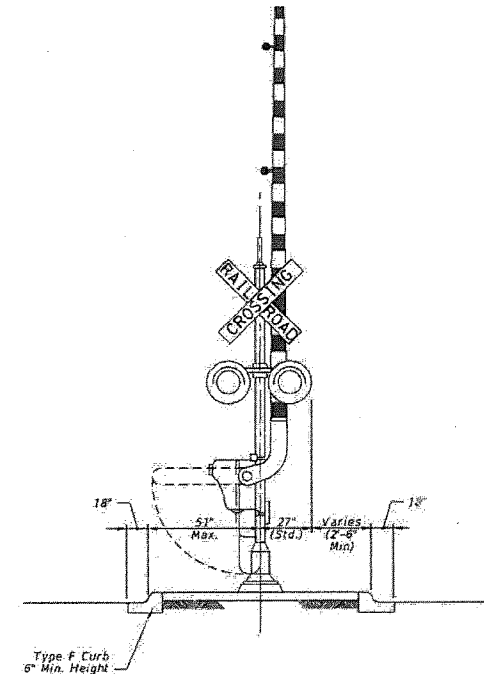


SPEED (mph)	"A" (ft)
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 MIN.

17-1001-1012
 12-20-07 PM
 12-20-07 PM
 12-20-07 PM



PLAN



MEDIAN SECTION AT SIGNAL GATES

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'

NOTE:
For additional information see the "Manual On Uniform Traffic Control Devices", Part 8; The "Traffic Control Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".

MEDIAN SIGNAL GATES FOR
MULTILANE UNDIVIDED URBAN SECTIONS

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

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LAST REVISION
01/01/12

DESCRIPTION:



FDOT DESIGN STANDARDS
2013

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

INDEX NO.
17882

SHEET NO.
4

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
43146315701	Felmor Road	NASSAU	1(74000-SIGC)	RHH-00S2-050J

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. 2013-02

ON MOTION OF Commissioner Steve Kelley,
seconded by Commissioner Pat Edwards, 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 Felmor 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;

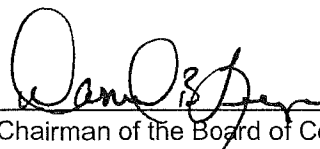
That Nassau County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the First Coast Railroad, Inc. Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Project Number 431463-1-57-01 on Felmor Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620801E located near Yulee Florida; and

That the County assume it's share of the costs for future maintenance and adjustment of said grade crossing traffic 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 the 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 16th day of January, 2013.


Chairman of the Board of County Commissioners

ATTEST: 
Clerk of the Board of County Commissioners

(SEAL)

MES
01-16-13