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

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725-090-27 RAIL OGC - 04/12

CS-12-204

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FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43309115701	OAK HILL ROAD	NASSAU	1(74000-SIGW)	RHP-00S2-050J
THIS AGREEMENT,	made and entered into this	13th day of	May	, 2013,
by and between the STATE (			0	the
DEPARTMENT, and GEOR	GIA SOUTHERN AND FLO	RIDA RAILWAY		*
a corporation organized and	existing under the laws of G	EORGIA	11	3
with its principal place of busi	– iness in the City of ATLANT	A	, County of FULTO	N,
State of GEORGIA	, hereinafter calle	d the COMPANY; a	nd NASSAU	
County, a political subdivisior	n of the State of Florida, acti	ng by and through it	ts Board of County Commi	ssioners,
hereinafter called the COUNT				
	WIT	NESSETH:		
	ARTMENT is constructing, I	-	nerwise changing a portion	n of the Public Road
System, designated by the Fi	nancial Project ID 433091		, which crosses at grade th	, right of way and
tracks of the COMPANY'S Mi	lepost 236.4 - G		, miser crosses at grade t	
FDOT/AAR Crossing Number		, at or near (	CALLAHAN, FL	
as shown on DEPARTMENT			ttached hereto as a part he	
NOW, THEREFORE,	in consideration of the mut	ual undertakings as	herein set forth, the partie	s hereto agree
as follows:		-		Ű,
1. The COMPA	NY shall furnish the necess	ary materials and in	stall Automatic Grade Cros	ssing Signals
Type III Class	III and/or other tr	affic control devices	s at said location on an act	ual cost basis
and in accordance with (1) th	e attached detailed stateme	nt of the work, plans	s, and specifications; and (	2) the
DEPARTMENT'S Plans and	Standard Index Number 178	382 attached hereto	and made a part hereof.	
2. After installa	tion of said signals is compl	leted, fifty (50%) per	rcent of the expense there	of in maintaining the
same shall be borne by the (	COUNTY and fifty (50%) pe	rcent shall be borne	by the COMPANY, as enu	imerated by the
Schedule of Annual Cost of A	Automatic Hìghway Grade C	Prossing Devices att	ached hereto and by this r	eference made a pai
hereof and subject to future	revision.			
3. After said sig	gnals have been installed ar	nd found to be in sa	tisfactory working order by	the parties hereto,
the same shall be immediate	ly put into service, operated	l and maintained by	the COMPANY so long as	said COMPANY or
its successors or assigns sha	all operate the said signals a	at said grade crossi	ng; or until it is agreed betv	veen the parties
hereto that the signals are no	o longer necessary or until t	he said crossing is a	abandoned; or legal require	ements occur which
shall cease operation of sign	-	-	- · ·	

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:

 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.

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:

- 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 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.

30. The DEPARTMENT and COMPANY agree to share the cost of the work performed by the COMPANY on a percentage basis.

DEPARTMENT Share of Estimated Project Cost(80)	%) =	\$160,000.00
COMPANY Share of Estimated Project Cost(20%)		\$ 40,000.00
Total Estimated Project Cost	tan Ver	\$200,000.00

31. This agreement will supersede and terminate the previous signal agreement dated June 13, 1994.

Date

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: 13/2013 (TITLE: DISTRICT SECRETARY ) COMPANY: GEORGIA SOUTHERN AND FLORIDA RAILWAY BY: General Manag er NASSAU COUNTY, FLORIDA BY: (TITLÈ CHAIRMAN, COUNTY COMMISSIONERS Approved as to FAPG Approved as to Funds Legal Review Available Requirements See Attached Enc Dated 4/26/2013 BY: BY: EXEMPT B, Comptroller - DOT Attorney - DOT Date FHWA Dáte

Received

FEB 27 2013

Lake City Modal Development

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION 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
43309115701	Oak Hill Road	NASSAU	1(74000-SIGW)	RHP-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. 2013-60

ON MOTION OF Con	nmissioner <u>Walter I</u>	Boatright		
seconded by Commissioner	Barry Holloway		·	, the following
RESOLUTION was adopted:				. C

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on <u>Oak Hill Road</u>, 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 o	f Transportation and the Geor	gia Southern and Florida Railway
Company for the installation a	nd maintenance of certain grag	de crossing traffic control devices designated as Financial Project
Number 713540R	on Oak Hill Road	which crosses the right of way and tracks of the
Company at FDOT/AAR Cros Florida: and	sing No. 713540R	located near Callahan

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 Georgia Southern and Florida Railway 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 <u>8th</u> day of <u>April</u>, <u>2013</u>

Chairman of the Board of County Commissioners

725-090-55

RAIL

10/98

ATTEST:

Clerk of the Board of County Commissioners

EX-OFFICIO, Clerk of the Board of County Comm Nassau County, Florida (SEAL)

NES 9.1

# Whitney, Donna

From:
Sent:
To:
Subject:

The job FI989MMR Friday, April 26, 2013 12:03 PM Whitney, Donna FUNDS APPROVAL/REVIEWED FOR CONTRACT AQZ21

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

Contract #AQZ21 Contract Type: Vendor Name: NORFOLK SOUTHERN Vendor ID: VF536001292010 Beginning date of this Agmt: 04/30/13 Ending date of this Agmt: 03/31/16

Method of Procurement:

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 2013 W001	*55100100		160000.00 AGR1	*43309115701 *088808/13 *0001/04	*127	*	
TOTAL A	MOUNT: *\$	 ;	160,000.00	*			

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER DATE: 04/26/2013

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.

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Thank you in advance for your time!

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

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725-090-41 RAIL OGC - 03/12

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FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43309115701 OAK HILL ROAD		NASSAU	1(74000-SIGW)	RHP-00S2-050J
				8
COMPANY NAME: <u>GEO</u>	ORGIA SOUTHERN AND FI			
A. FDOT/AAR XING NO.: 7	13540R	RR N	AILE POST TIE: 236.4 - (	3
B. TYPE SIGNALS PROPOS	SED <u>III</u>	CLASS		17882
. •	SCHEDULE OF ANN HIGHWAY GRADE CROSSI			
	annan an a	<u> </u>		
	Annual Maintenance	Cost Exclusive of In	stallation	
CLASS	DESCRIPTION		<u>CO</u> 5	<u>ST*</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				

[]}	Flashing Signals and Gales - 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

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- 중요 왕 관계권 것

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725-090-09 RAIL 05/02

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FIN	IANCIAL PROJECT NO.	ROAD NAME OR NU	MBER	COUNTY NAME	PARCEL & R/W NUMBER	R FAP NUMBER
43309115701 OAK HI		OAK HILL ROA	ILL ROAD NASSAU		1(74000-SIGW)	RHP-00S2-050J
	nna an	<b>- /</b>	RAILRO	AD COMPANY		
		GEORGIA SOI	JTHER	N AND FLORIDA	A RAILWAY	ine ine have shown, and a construction of the second second second second second second second second second s
А.	JOB DESCRIPTION &	LOCATION: New flat	shing lig	ihts & gates - Oa	k Hill Rd/near Callahan	
В.	TYPE OF ROADWAY F	ACILITY: TWO LA	ANES U	NDIVIDED		
Ċ.	FDOT/AAR XING NO.:	713540R		RR MILE PO	DST TIE: 236.4 - G	
D.	TYPE CROSSING PRO	POSED: III	Cl	ASS: III	DOT INDEX NO.: 17882	
E.	b. Crossbu c. XX Flashing d. Flashing e. Flashing f. Flashing f. Flashing 2. PROPOSED DEVIC a. No revis b. Crossbu c. Flashing d. Flashing f. Flashing g. Relocat	S: (S ew Crossing, ock and Disk. Signals with Disk. Signals with Cantilevel Signals with Gates. Signals with Cantilevel ES: (S ion required. ock and Disk. Signals and Disk. Signals with Cantilevel Signals with Gates. Signals with Cantilevel e existing signal devices	r. r and Ga afety Inc r, r, r and Ga s:	ites, dex Rating	)	
	(1) (2) (3)	(With-Without) add (With-Without) syn (With-Without) con	chroniza	tion with highway t	raffic signals.	
F.	COMMUNICATION AN 1. N/A By Others (	D/OR POWER LINE AD		-		Company.)
G.	2. Supplement   3. Crossing Perestinate for   4. Estimate for   5. Letter of Au	(Third Party Participatin al Agreement No. ermit. • Change Order No.			(Draft attached: 🗵 Yes	No.)
H.	OTHER REMARKS: Negotiations to be com Signal installation targe Synchronization: (Draf	t date:	013 又 No.)		FEB 272( Lake City Modal Develops	

FIDOT OWPB - Federal Aid Management Reports; Electronic Signatures (Elsig)

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 Highway planning & Research Preliminary Engineering Right-of-Way				Effective date of authorization			
XConstruction Other			11/14/2012				
			Urban/		Federal	Federal Funds	Advance
	Dist.	Appr.	With	Total Cost	Share	Under Agreement	Construction
	02	MS40		1,728,864.00	100.0%	1,656,000.00	0.00
	02	MS50	i.	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
Feder	al Highwa	ay Admin	istration				
Approval Recommended By:				BELINDA A. HEYS	;		Date: 11/14/2012
Approved and Authorized By				FELIX H. DELGAD	0		Date: 11/20/2012
Agreement Approved By:				FELIX H. DELGADO			Date: 11/20/2012

State Remarks:

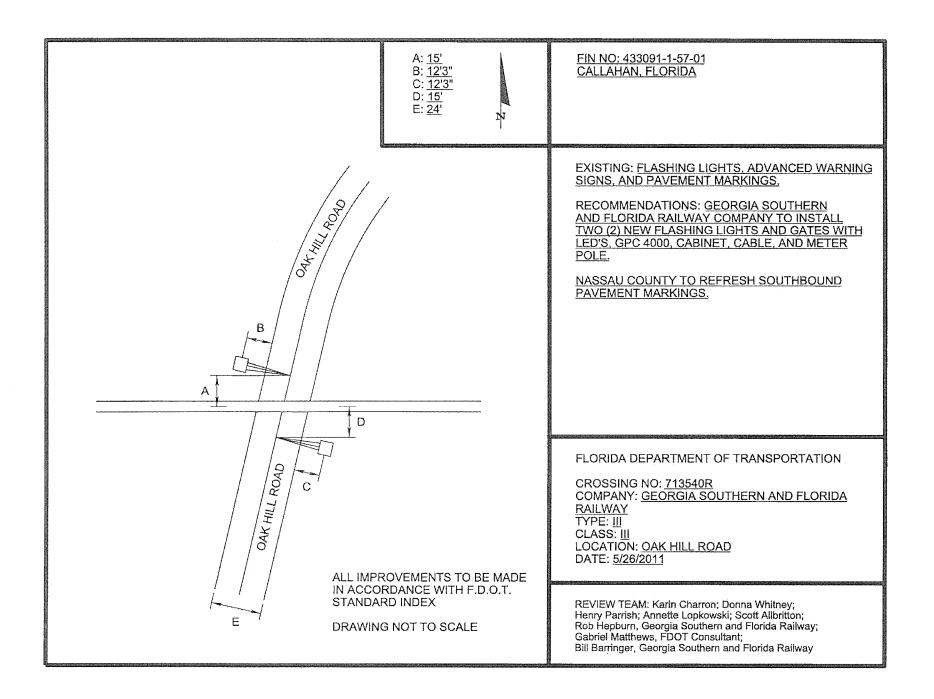
INITIAL AUTHORIZATION FOR THE RAIL/HIGHWAY GRADE CROSSING IMPROVEMENT PROGRAM IN DISTRICT 2. THIS AGREEMENT IS SUBJECT TO THE FOLLOWING AWARD TERMS: HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22705.P DF AND HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22706.PDF.

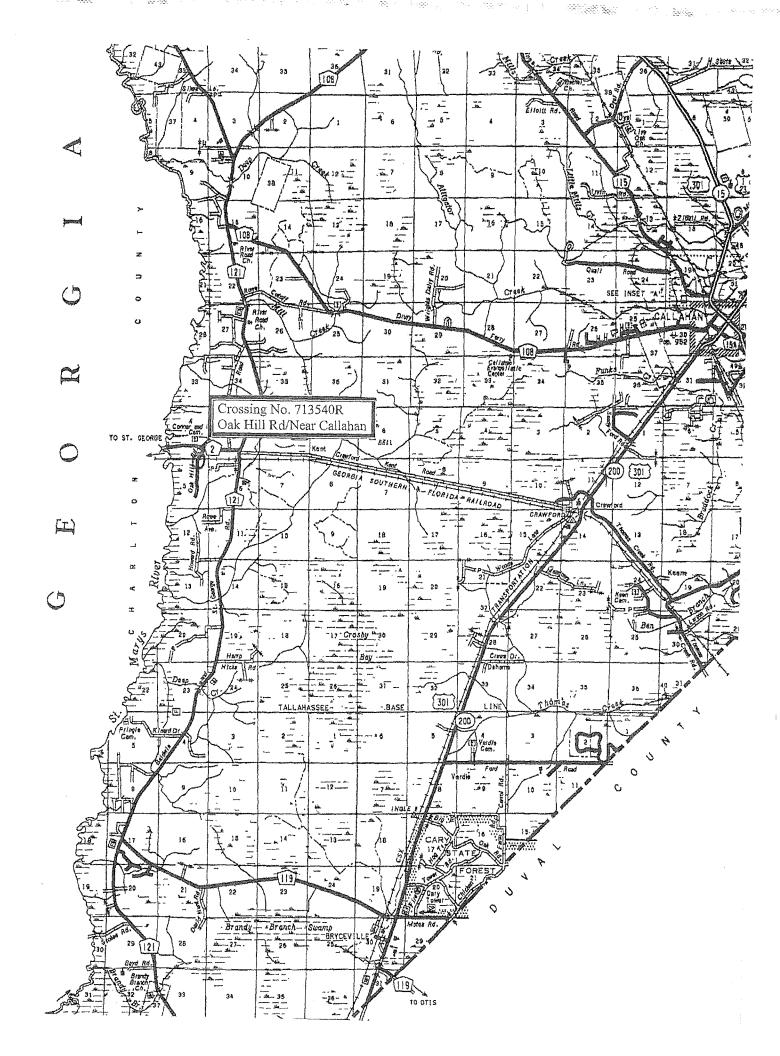
Division Remarks

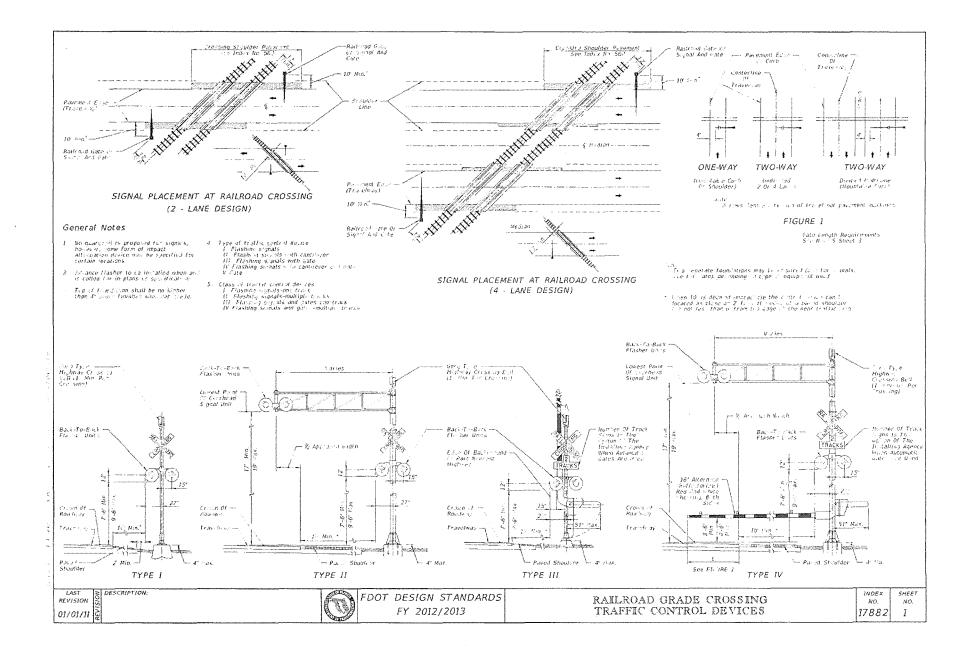
Project locations: 1. Felmore Road, Yulee, 2.Old Dixie Highway, Callahan, 3.Oak Hill Road, Callahan, 4.County Road 121, Callahan, 5.State Road 2, Baxter, 6.County Road 127, Baxter, 7.Plummer Road, Jac ksonville, 8.Garden Road, Jacksonville, 9.Kings Road, Jacksonville, 10.Market Street, Jacksonville, 11.Hubbard Street, Jacksonville, 12.Pearl Street, Jacksonville, 13.Boulevard Street, Jacksonville, 1 4.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 additi onal 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 <u>https://fhwaapps.fhwa.dot.gov/</u>.

http://webapp02.dot.state.fl.us/fmsupportapps/federalaid/elsig.aspx

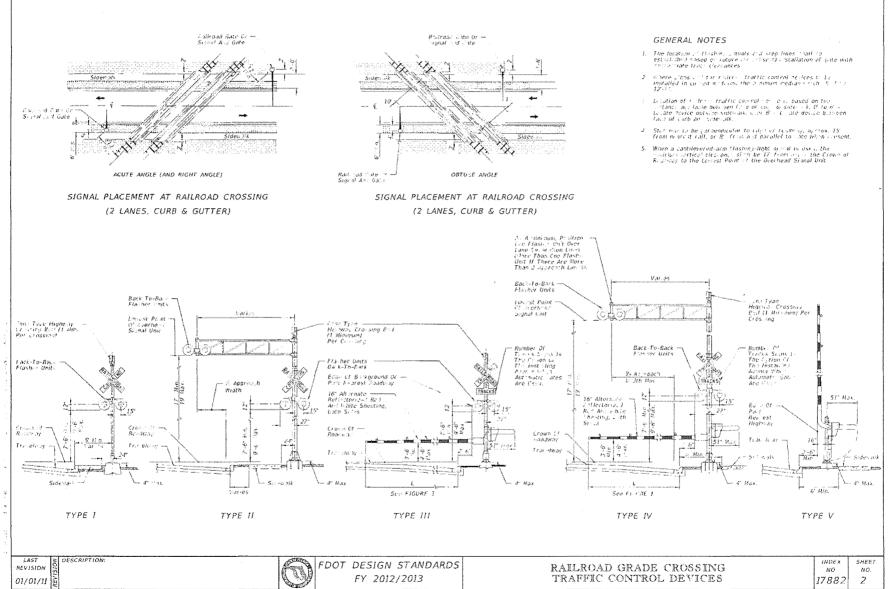


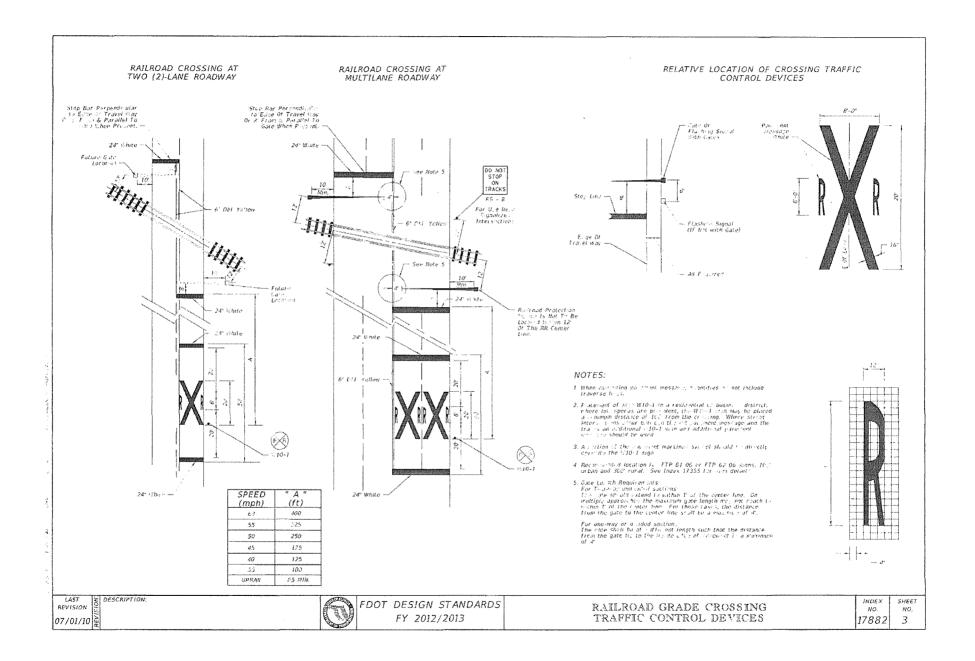




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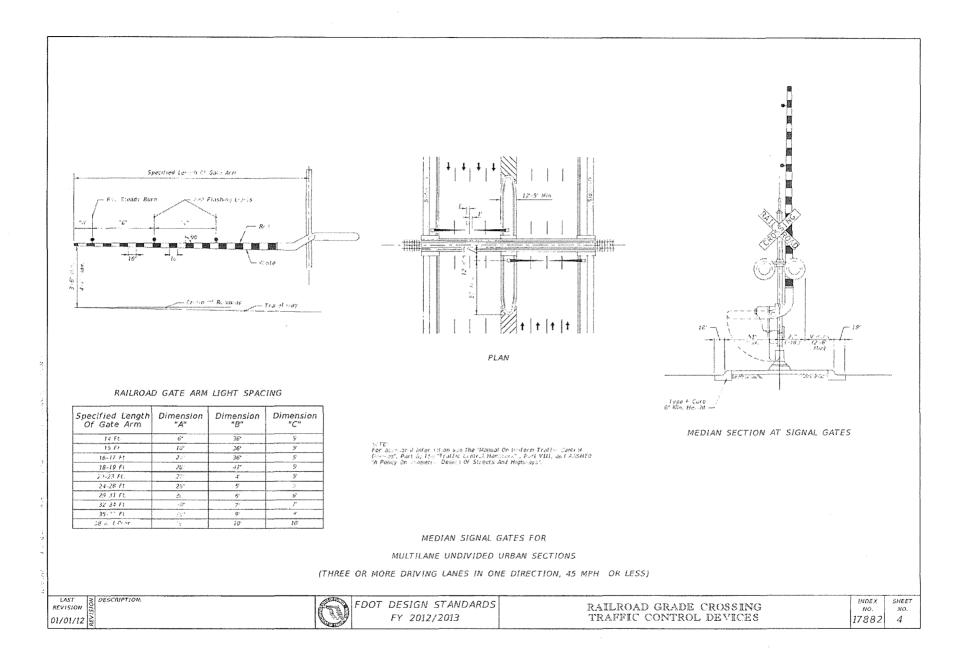




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