

Project:  
 FL, Yulee, Nassau County  
 Installation of improved full-width crossing  
 surface for Chester Road  
 Crossing #620804A

### CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made as of Dec. 8, 2010 by and between FIRST COAST RAILROAD, INC., a Delaware (state) corporation principal place of business in Jacksonville, FL ("FCR"), and Nassau County, a body corporate and political subdivision of the State of Florida ("Agency").

### EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, installation of an improved full-width crossing surface for Chester Road, Crossing # 620804A (the "Project").
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, FCR will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither FCR nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to FCR, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) FCR retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

#### 1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or FCR or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at FCR's election, to the review and approval of FCR. Such plans, specifications and drawings, as prepared or approved by FCR, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by FCR as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of FCR Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, FCR signifies only that such Plans and improvements constructed in accordance with such Plans and improvements satisfy FCR's requirements. FCR expressly disclaims all other representations and warranties in connection with the Plans, including, but not

limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 FCR Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, FCR shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that FCR shall provide all services that FCR deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and FCR's contractual obligations, including, but not limited to, FCR's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. FCR shall commence its work under this Agreement following: (i) delivery to FCR of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by FCR prior to the commencement of work by FCR; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to FCR, as required by Section 9. The initiation of any services by FCR pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by FCR or on FCR property shall conclude no later than six months from date of executed agreement, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in this Agreement. To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse FCR for all costs and expenses incurred by FCR in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to FCR's consultants and subcontractors, and (6) FCR labor in connection with the Project, together with FCR labor overhead percentages established by FCR pursuant to applicable law (collectively, "Reimbursable Expenses").

4.2 Estimate. FCR has estimated the total Reimbursable Expenses for the Project is \$240,823.00 as shown on Exhibit C (the "Estimate", as amended or revised). In the event FCR anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate.

FCR may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

#### 4.3 Payment Terms.

- 4.3.1 Agency shall pay FCR for Reimbursable Expenses in the amount of \$240,823.00 as shown on Exhibit D. FCR agrees to submit invoices to Agency for such amounts and Agency shall remit payment to FCR at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.
- 4.3.2 Following completion of the Project, FCR shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses included by FCR against the total payments received from Agency. Agency shall pay to FCR the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by FCR from Agency exceed the Reimbursable Expenses, FCR shall remit such excess to Agency.
- 4.3.3 In the event that Agency fails to pay FCR any sums due FCR under this Agreement: (i) Agency shall pay FCR interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) FCR may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 4.3.4 All invoices from FCR shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to FCR shall be made by certified check and mailed to the following address or such other address as designated by FCR's notice to Agency:

FIRST COAST RAILROAD, Inc.  
13901 Sutton Park Dr. South; Ste 125  
Jacksonville, FL 32224

4.4 Effect of Termination. Agency's obligation to pay to FCR Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

- 5. Appropriations. Agency represents to FCR that: (i) Agency has appropriated funds sufficient to reimburse FCR for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify FCR in the event that Agency is unable to obtain such appropriations.

#### 6. Easements and Licenses

- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, FCR hereby grants Agency a nonexclusive license to access and cross FCR's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by FCR and such temporary construction easements as may be designated on the Plans approved by FCR.
- 6.3 Permanent Easements. Insofar as it has the right to do so, FCR shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on FCR property as shown on the Plans approved by FCR, if any, on terms and conditions and at a price acceptable

to the parties. Upon request by FCR, Agency shall furnish to FCR descriptions and plat plans for the easements.

7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to FCR.

8. Termination

- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to FCR. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of FCR's default or termination of this Agreement or Work on the Project by either party.

- 8.2 By FCR. In addition to the other rights and remedies available to FCR under this Agreement, FCR may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by FCR to Agency.

- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse FCR pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by FCR to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning FCR's property to its former condition, and all other costs of FCR incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay FCR for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, FCR's only remaining obligation to Agency shall be to refund to Agency payments made to FCR in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with FCR's insurance requirements attached to this Agreement as Exhibit E. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by FCR.

10. Ownership and Maintenance

- 10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to FCR's satisfaction. In the event Agency fails to do so after reasonable notice from FCR (unless an emergency condition exists or is imminent in the opinion of FCR, that requires immediate action), FCR may perform such maintenance and repair, at Agency's sole cost and expense.

- 10.2 By FCR. FCR shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing.

- 10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of FCR, which may be withheld for any reason, and the execution of such agreements as FCR may require. FCR may undertake alterations of its property,

track or facilities and shall be reimbursed by Agency for the expenses incurred by FCR with respect to the removal and restoration of the crossing in connections with such alteration.

## 11. Indemnification

- 11.1 Generally. To the extent allowable under Florida Statutes 768.28, Florida Law, Agency and its Contractors shall indemnify, defend, and hold FCR harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages (including direct, indirect, consequential, and incidental) for any injury to or death to any person(s) (including but not limited to the employees of FCR, its affiliates, Agency or Contractors), for the loss of or damage to property owned by or in the care, custody, or control of FCR, its affiliates, Agency or its Contractors, and environmental damage and any related remediation recovered against FCR and its affiliates), arising directly or indirectly from the negligence of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees, or invitees in the performance of the work in connection with the Project or activities incidental, thereto or from their presence on FCR property. The foregoing indemnification shall not be limited to the insurance coverage required by this Agreement, except to the extent required by Florida Law, specifically Florida Statutes 768.28, sovereign immunity, or otherwise expressly provided by the Agreement.
- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold FCR and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "FCR Affiliates". For the purpose of this Section 11, FCR's affiliates include all entities, directly or indirectly, owned or controlled by or under common control of FCR and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify FCR promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section II shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of FCR. Except as otherwise provided by this Agreement, FCR shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of FCR to prohibit Agency or its Contractors or anyone from entering FCR's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment FCR may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by FCR and the assumption of FCR's assignee of FCR's obligations under this Agreement, FCR shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without FCR's prior consent, which consent may be withheld for any reason.

16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to FCR: FIRST COAST RAILROAD, Inc.  
13901 Sutton Park Dr. South; Ste 125  
Jacksonville, FL 32224  
Attention: President

If to Agency: Nassau County Government  
76347 Veteran's Way  
Yulee, FL 32097  
Attention: Ted Selby

With a copy to: Nassau County Government  
76347 Veteran's Way  
Yulee, FL 32097  
Attention: David Hallman

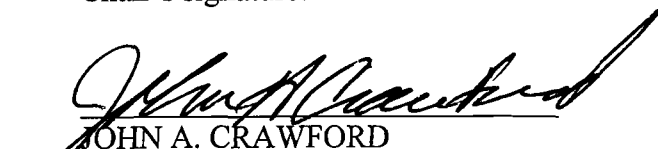
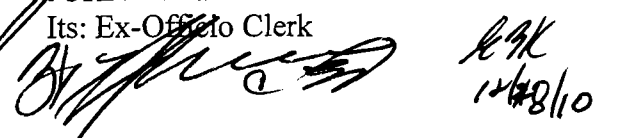
Nassau County Government  
76347 Veteran's Way  
Yulee, FL 32097  
Attention: Scott Herring

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

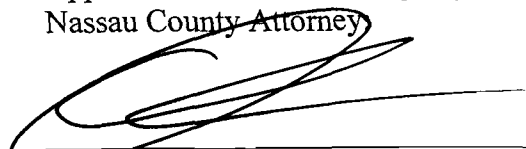
18. Applicable Law This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Nassau County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Nassau County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

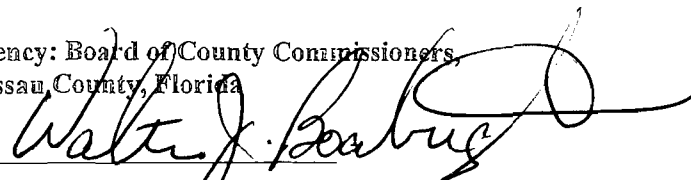
Attest as to authenticity of the  
Chair's signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk  
 RAK  
12/28/10

Approved as to form and legality by the  
Nassau County Attorney

  
DAVID A. HALLMAN

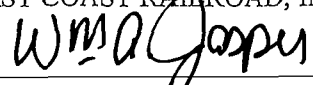
Agency: Board of County Commissioners,  
Nassau County, Florida

By: 

Name: Walter J. Boatright

Title: Chairman

FIRST COAST RAILROAD, INC.

By: 

Name: William A. Jasper

Title: President

EXHIBIT A  
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
  - 1. New asphalt paving & striping.
  - 2. All related roadway, curbing, drainage, & sidewalk work.
  - 3. Extension of drainage pipes parallel to the track as shown on plans.
  - 4. Maintenance of traffic and detour plan.
  
- B. FCR shall perform or cause to be performed the following:
  - 1. Installation of new crossing surface work & new signals for Chester Rd. expansion.
  - 2. Provide flagging and inspection services during construction of roadway & crossing surface work.



**EXHIBIT B**  
**PLANS AND SPECIFICATIONS**

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to FCR for its review and approval:

PBSJ Plans - Chester Rd at Pages Dairy Rd Intersection Improvements Project - May 2010



# NASSAU COUNTY ENGINEERING

## CONTRACT PLANS

### CHESTER RD AT PAGES DAIRY RD INTERSECTION IMPROVEMENTS PROJECT

#### INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3 - 5	TYPICAL SECTION
6	GENERAL NOTES
7 - 10	PROJECT LAYOUT
11 - 20	ROADWAY PLAN
21 - 44	CROSS SECTIONS
45 - 46	STORM WATER POLLUTION PREVENTION PLAN
47	EROSION CONTROL DETAILS
48	TRAFFIC CONTROL NOTES
49	TRAFFIC CONTROL DETAILS
50-59	SIGNING AND PAVEMENT MARKINGS

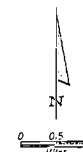
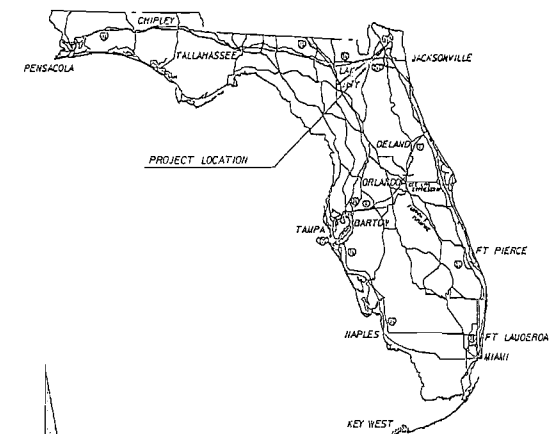
GOVERNING STANDARDS AND SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION,  
DESIGN STANDARDS DATED 2008, AND  
STANDARD SPECIFICATIONS FOR ROAD AND  
BRIDGE CONSTRUCTION DATED 2010, AND  
NASSAU COUNTY ORDINANCE 99-17 AS  
AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 01/01/2010

For Design Standards Modifications click on  
"Design Standards" at the following web site:  
<http://www.dot.state.fl.us/roadsign/>

BEGIN PROJECT  
STA 104+20.00  
@ CONST. CHESTER RD.

END PROJECT  
STA 150+50.00  
@ CONST. CHESTER RD.



ROADWAY SHOP DRAWINGS  
TO BE SUBMITTED TO:

MICHAEL E. HOLCOMB, P.E.  
PBS&J  
7406 FULLERTON ST., SUITE 350  
JACKSONVILLE, FL 32256

PLANS PREPARED BY:



7406 FULLERTON ST., SUITE 350  
JACKSONVILLE, FL 32256  
TEL. NO. (904) 363-8100  
FAX NO. (904) 363-8001  
VENDOR NO. 59-0896138-007  
CERTIFICATE OF AUTHORIZATION NO. 24

60% SUBMITTAL  
MAY 2010

NOTE: THE SCALE OF THESE PLANS MAY  
HAVE CHANGED DUE TO REPRODUCTION.

#### BOARD OF COUNTY COMMISSIONERS

DANIEL B. LEEPER - DISTRICT 1  
MICHAEL H. BOYLE - DISTRICT 2  
STACY T. JOHNSON - DISTRICT 3  
BARRY V. HOLLOWAY - DISTRICT 4  
WALTER J. BOATRIGT - DISTRICT 5

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	4630	0.877
BRIDGES		
NET LENGTH OF PROJECT	4630	0.877
EXCEPTIONS		
GROSS LENGTH OF PROJECT	4630	0.877

NASSAU COUNTY PROJECT MANAGER: JONATHAN PAGE, P.E.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

ROADWAY PLANS  
ENGINEER OF RECORD: MICHAEL E. HOLCOMB, P.E.

P.E. NO. 40147

**LEGEND**

- WIDENING  
NEW CONSTRUCTION
- MILLING AND RESURFACING
- APPROXIMATE LIMITS OF  
FIRST COST RAILROAD  
BY OTHERS. CONTRACTOR  
TO FIELD VERIFY AND TIE  
INTO NEW CROSSING

(S-4)

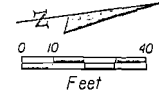
CONST. DBI TYPE C  
W/ TRAVERSABLE SLOT  
GRATE EL. = 25.50  
SLOT EL. = 25.92  
FL = 24.30  
INDEX NO.'S 200, 201, AND 232

(S-5)

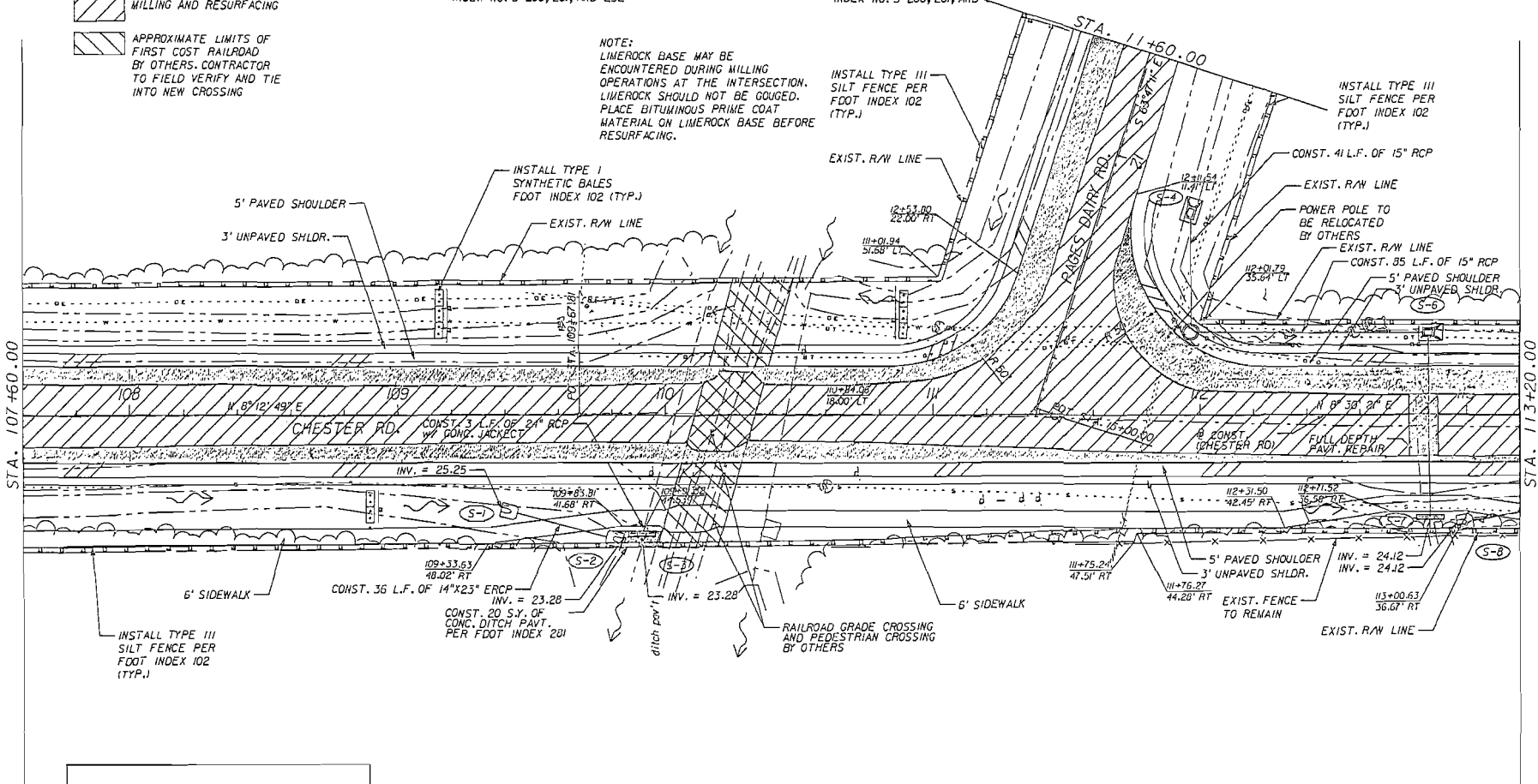
CONST. MANHOLE TYPE P-8  
REIN. = 27.16  
FL = 24.58  
INDEX NO.'S 200 AND 201

(S-6)

CONST. DBI TYPE C  
W/ TRAVERSABLE SLOT  
GRATE EL. = 26.84  
SLOT EL. = 26.14  
FL = 24.24  
INDEX NO.'S 200, 201, AND



NOTE:  
LIMEROCK BASE MAY BE  
ENCOUNTERED DURING MILLING  
OPERATIONS AT THE INTERSECTION.  
LIMEROCK SHOULD NOT BE GOUGED.  
PLACE BITUMINOUS PRIME COAT  
MATERIAL ON LIMEROCK BASE BEFORE  
RESURFACING.



EROSION CONTROL PLANS ARE DESIGNED TO  
SHOW INTENT OF APPLICATION ONLY.  
CONTRACTOR SHALL BE RESPONSIBLE FOR  
MAKING CHANGES WHERE APPLICABLE BASED ON  
ACTUAL FIELD CONDITIONS AT THE TIME OF  
INSTALLATION. ALL INSTALLATIONS SHALL  
BE IN ACCORDANCE WITH FOOT INDICES  
100-199.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Engineer of Record

Certificate of Authorization No. 24

Michael E. Holcomb  
P.E. # 4047  
7406 Fullerton Street  
Suite 350  
Jacksonville, FL 32256  
(904) 363-6100  
www.pbsj.com

NASSAU COUNTY ENGINEERING  
NASSAU COUNTY FLORIDA  
CONSTRUCTION PLANS FOR:  
**CHESTER ROAD**

**PLAN SHEET**  
**CHESTER RD**

SHEET  
NO.  
**12**

**EXHIBIT C**  
Initial Estimate (attached)

5/13/2010  
Revised: 5/19/2010

CONFIDENTIAL

Page 1 of 2

ENGINEER'S ESTIMATE & MATERIAL LIST

RAILROAD - FIRST COAST RAILROAD

LOCATION - CHESTER ROAD - DOT 3 620 804A  
YULEE, NASSAU COUNTY, FL

PROJECT - RAILROAD CROSSING WARNING DEVICES - REUSE EXISTING  
RELAY HOUSE, PMD-3R REDUNDANT MOTION DETECTOR, LED  
FLASHLIGHTS & GATES. ALSO INCLUDES 2 SIDEWALK GATES.

CONTROL MATERIAL		
DESCRIPTION	SUPPLIER	QUANTITY
<u>Reuse Existing Relay House</u>		
PMD 3R with 4khz RSI 250826-BO1 & RMM	GETS	1 ea.
Recorder Interface Module (RIM)	GETS	1 ea.
MDSA-1 250204-001C	GETS	1 ea.
Misc. (Tags, Term., Eyes, & Etc.)	Safetran	1 lt.
DESCRIPTION	SUPPLIER	QUANTITY
Flasher/Gate Foundation, 48"Gal.	Reuse Existing	
Junction Box Base (5" Gate Mast)	Reuse Existing	
Aluminum Mast 5" x 16' w/pin	Reuse Existing	
5" Pinnacle	Reuse Existing	
Precast Cantilever Foundation	Dixie Precast	1 ea.
Flasher/Gate Foundation, 48"Gal.	Progress Rail	1 ea.
Junction Box Base (5" Gate Mast)	Progress Rail	1 ea.
Aluminum Mast 5" x 8' w/pin	Progress Rail	1 ea.
5" Pinnacle	Progress Rail	1 ea.
Aluminum Walkout Cantilever w/29' Arm, Jct. Box, Ladder, Ladder Guard, End Caps, & Bell Pinnacle	Progress Rail	1 ea.
3597 Gate Mech. Assy. w/36' Fiberglass Gate Arm & 14' Sidewalk Gate Arm, 4 ea. LED Gate Lights, Counterweights & Counterweight Arm, Cast Adapter, Conversion, Bracket, Sheer Pins & Misc.	WCH	1 ea.
3597 Gate Mech. Assy. w/24' Fiberglass Gate Arm, 1 ea. LED Gate Light, Counterweights, Counterweight Arm, Cast Adapter, Conversion Bracket, Sheer Pins & Misc.	WCH	1 ea.
3597 Gate Mech. Assy. w/8' Fiberglass Sidewalk Gate Arm, 1 ea. LED Gate Light, Counterweights, Counterweight Arm, Cast Adapter, Conversion Bracket, Sheer Pins & Misc.	WCH	1 ea.
12" 1-Way LED FL Assy. (Cant. Mast Mt.)	Progress Rail	1 ea.
12" 2-Way LED FL Assy. (Cant. Arm Mt.)	Progress Rail	1 ea.
12" 1-Way LED FL Assy. (5" Mast Mt.)	Progress Rail	1 ea.
12" 2-Way LED FL Assy. (5" Mast Mt.)	Progress Rail	1 ea.
12" 1-Way LED FL Assy. (5" Mast Mt.)	Progress Rail	1 ea.
High Wind Brkt.	Reuse Existing	
Sign, RR Crossing, High Intens.	GETS	3 ea.
Bell 10 - 16 volt, Electronic	WCH	1 ea.
Signal Lock	Safetran	4 ea.
Misc. Material		1 lt.

ENGINEER'S ESTIMATE & MATERIAL LIST (Cont.)  
 FIRST COAST RAILROAD  
 CHESTER ROAD - DOT 3 620 804A  
 YULEE, NASSAU COUNTY, FL  
 5/13/2010  
 Revised: 5/19/2010

FIELD MATERIAL		
DESCRIPTION	SUPPLIER	QUANTITY
5 Cond. #6 Cable (Signal)	Okonite	600 ft.
7 Cond. #14 Cable (Signal)	Okonite	600 ft.
3 Cond. #9 Cable (AC Power)	Okonite	150 ft.
Tw. Pr. #6 Track Wire (Track)	Okonite	400 ft.
Cadweld Bonds	Erico	100 ea.
Plug Bonds	Erico	100 ea.
Narrow Band Shunt (666 Hz)	GETS	2 ea.
Ground Rod 3/4" x 8' & Clamp	N/A	4 ea.
Track Kit, #6 Trk. Wire	DJR	3 ea.
4" Galvanized Conduit (under Tracks)	Allied	10 ft.
4" Galvanized Conduit (under Road)	Allied	60 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.

**ESTIMATE SUMMARY**

SITE SURVEY, ENGINEERING & PLANS		\$	4,500.00
MATERIAL (FOB JOB SITE)			
Control Material	=	\$	23,440.00
Signal Material	=	\$	60,180.00
Field Material	=	\$	22,760.00
TOTAL MATERIAL		\$	106,380.00
INSTALLATION - LABOR		\$	20,648.00
INSTALLATION - EQUIPMENT		\$	3,785.00
TEST & PLACE "IN SERVICE"		\$	1,200.00
TRAVEL, LIVING, & MISCELLANEOUS EXPENSE		\$	3,550.00
<b>TOTAL PROJECT COST</b>	<b>=</b>	<b>\$</b>	<b>140,063.00</b>

\* PRICE VALID FOR 60 DAYS FROM REVISED DATE OF QUOTE  
 \* PLUS SALES TAX, IF APPLICABLE, AND POWER COMPANY  
 LINE DROP CHARGE, IF ANY



EXHIBIT D  
PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with FCR the sum of \$240,823.00 which is equal to the Reimbursable Expenses, as shown by the Estimate. If FCR anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, FCR will request an additional deposit equal to the then remaining Reimbursable Expenses which FCR estimates that it will incur. FCR shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.



EXHIBIT E  
INSURANCE REQUIREMENTS

1. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about FCR's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name FCR as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against FCR and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name FCR as an additional named insured.