

CS-19-232

CM2763

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

725-090-27,
RAIL
OGC - 08/17

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44398515703	CR 200A (Pages Dairy)	NASSAU	1(SIG-P)	RHH-D219-113B

THIS AGREEMENT, made and entered into this 17th day of March, 2020,
 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 44398515703,
 on CR 200A (Pages Dairy), which crosses at grade the right of way and
 tracks of the COMPANY'S Milepost 35.39,
 FDOT/AAR Crossing Number 620799F, at or near Yulee, Florida,
 as shown on DEPARTMENT'S Plan Sheet No. N/A, attached hereto as a part hereof; and

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

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals
 Type III Class III and/or other traffic control devices at said location on an actual cost basis
 and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the
 DEPARTMENT'S Standard Plans, Index 509-070 attached hereto and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in
 maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the
 COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached
 hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto,
 the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or
 its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties
 hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which
 shall cease operation of signals thereat.

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 \$ 225,694.00 . 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. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. 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.

24. 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.

25. 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.

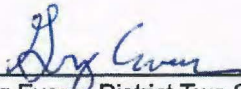
26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. 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.

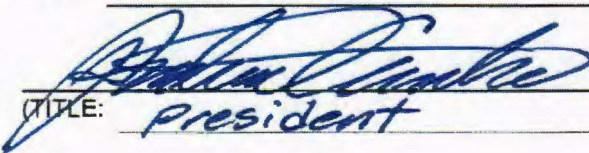
28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

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.

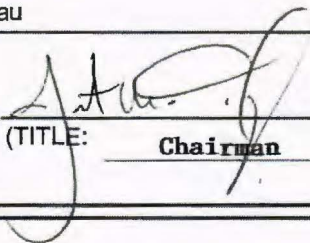
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:  3/17/2020
(TITLE: Greg Evans, District Two Secretary)

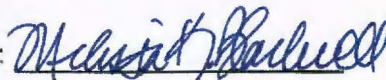
COMPANY: First Coast Railroad Inc.

BY: 
(TITLE: president)

Nassau COUNTY, FLORIDA

BY: 
(TITLE: Chairman)

Legal Review

BY: 
Attorney - DOT

Date
3-12-20

Approved as to Funds Available

BY: See approved encumbrance dated 3/3/2020
Comptroller - DOT

Approved as to FAPG Requirements

BY: Exempt from FHWA review

FHWA Date

To: kyle.coffman@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

**ASG89
3/3/2020**

CONTRACT INFORMATION

Contract:	ASG89
Contract Type:	AA - RR SIGNALS-PE/INSTAL (RR-SIG/PE)
Method of Procurement:	R - RAILROAD/UTILITIES AGREEMENT
Vendor Name:	FIRST COAST RAILROAD, INC.
Vendor ID:	F202597032002
Beginning Date of This Agreement:	03/17/2020
Ending Date of This Agreement:	03/31/2023
Contract Total/Budgetary Ceiling:	
Description:	Install two new flashing lights and gates with doll arm facing drives in SW & NE quads, cabinet, cable, power service, t

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 3/3/2020

Action:	Task Work Order
Reviewed or Approved:	APPROVED
Organization Code:	55022020227
Expansion Option:	A6
Object Code:	563000
Amount:	\$225,694.00
Financial Project:	44398515703
Work Activity (FCT):	127
CFDA:	
Fiscal Year:	2020
Budget Entity:	55100100
Category/Category Year:	088808/20
Amendment ID:	W001
Sequence:	00
User Assigned ID:	AGR
Enc Line (6s)/Status:	0001/04

Total Amount: \$225,694.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

725-090-55
RAIL
10/98

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
44398515703	CR 200A (Pages Dairy)	NASSAU	1(SIG-P)	RHH-D219-113B

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. 2019-182

ON MOTION OF Commissioner Pat Edwards,
seconded by Commissioner Aaron Bell, the following
RESOLUTION was adopted: December 18, 2019

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on CR 200A (Pages Dairy 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;

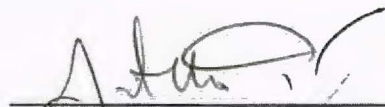
That Nassau County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the First Coast Railroad Inc. Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Project Number 44398515703 on CR 200A (Pages Dairy) which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620799F located near Yulee, Florida, 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 18th day of December, 2019.


Chairman of the Board of County Commissioners

ATTEST: 
Clerk of the Board of County Commissioners

(SEAL)

RESOLUTION NO. 2019-182

A RESOLUTION AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the Florida Department of Transportation is requesting from the Nassau County Board of County Commissioners, approval of a Railroad Reimbursement Agreement; and

WHEREAS, the Reimbursement Agreement covers the removal of existing warning devices and installation of flashing lights and other items; and

WHEREAS, the Reimbursement Agreement addresses the crossing at CR 200 A (Pages Dairy); and

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on CR 200 A (Pages Dairy) 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

WHEREAS, the Road and Bridge Director and Public Works Director recommend the approval of said Agreement.

NOW, THEREFORE, BE IT RESOLVED, this 18th day of December, 2019, by the Board of County Commissioners of Nassau County, Florida as follows:

1. 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



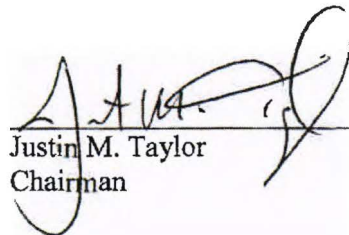
TRUE COPY

John A. ...
...
 Clerk of the Board of County Comm.
 Nassau County, Florida

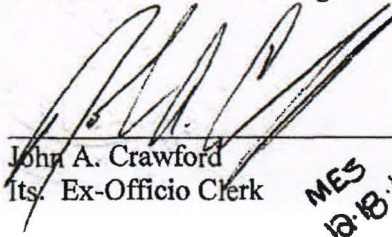
crossing traffic control devices designated as Financial Project. (Financial Project ID No. 44398515703) (said copy being attached as Exhibit "A").

2. Department of Transportation and Nassau County is hereby approved, and the Chairman is authorized to execute said agreement.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


Justin M. Taylor
Chairman

Attest as to Chairman's signature:


John A. Crawford
Its. Ex-Officio Clerk

MES
10-18-19

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

725-090-09
RAIL
05/02

WORK DESCRIPTION
GRADE CROSSING TRAFFIC CONTROL DEVICES

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44398515703	CR 200A (Pages Dairy)	NASSAU	1(SIG-P)	RHH-D219-113B

RAILROAD COMPANY

First Coast Railroad Inc.

- A. JOB DESCRIPTION & LOCATION: Install new flashing lights and gates system on CR200A
- B. TYPE OF ROADWAY FACILITY: Urban two lane two way collector
- C. FDOT/AAR XING NO.: 620799F RR MILE POST TIE: 35.39
- D. TYPE CROSSING PROPOSED: III CLASS: III DOT INDEX NO.: 509-070
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES: (See Agreement dated N/A)
- 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 2059)
- 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 (N/A _____ Company.)
 - 2. N/A 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: October 2019

Signal installation target date: _____

Synchronization: (Draft attached Yes No.)

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

725-090-41
 RAIL
 OGC - 07/16

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44398515703	CR 200A (Page Dairy)	NASSAU	1(SIG-P)	RHH-D219-113B

COMPANY NAME: First Coast Railroad Inc.

A. FDOT/AAR XING NO.: 620799F RR MILE POST TIE: 35.39

B. TYPE SIGNALS PROPOSED III CLASS III DOT INDEX: 509-070

**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	2-Quadrant Flashing Lights with One Track	\$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$8,930.00

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, 2016 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.

DIAMONDBACK SIGNAL

(410) 795-9601

5/17/2018

PAGE 1 OF 3

CONFIDENTIAL ENGINEER'S ESTIMATE & MATERIAL LIST

RAILROAD: **FIRST COAST RAILROAD**

LOCATION: **PAGES DAIRY ROAD**
DOT # 620 799F - M.P. 35.39
YULEE, NASSAU COUNTY, FL

OPTION 1

PROJECT: **RAILROAD CROSSING WARNING DEVICES - INSTALL A 6'X6' HOUSE, PMD-4R REDUNDANT MOTION DETECTOR, 2 FLASHERS AND GATES, NEW LED FLASHLIGHTS,, TRAIN SPEED = 10 M.P.H.**

CONTROL MATERIAL DESCRIPTION	SUPPLIER	QUANTITY
6' x 6' Aluminum Bungalow w/2 doors, terminal boards, overhead wire chases, rubber matting, plug receptacle, relay racks, battery stands, Incandescent house lights, 1" Insulation, conduit entrance bushings, three 4" x 24" PVC Cable entrance pipes, four ground studs, and 48" Gal. House Piers, House Heater.	Sermi	1 ea.
PMD-4R with cold standby (300911-031) CW	Alstom	1 ea.
Camera Monitoring System With Battery Back Up	DBS	1 ea.
MDSA-1	Alstom	1 ea.
Flasher Relay w/X Pak (A62-673)	Alstom	1 ea.
MDR Relay (A62-262)	Alstom	1 ea.
GPXR Relay (A62-310)	Alstom	1 ea.
XGPR Relay (A62-360)	Alstom	1 ea.
XGPPR Relay (A62-310)	Alstom	1 ea.
Relay Plug Board	Alstom	5 ea.
Voltage Test Kit	Alstom	5 ea.
Battery Charger (NRS 12/20)	NRS	1 ea.
Battery Charger (NRS 12/40)	NRS	2 ea.
Battery , 240 AH, (OL-B12)	ELM	12 vt.
Battery , Main 240 AH (B12)	ELM	14 vt.
Battery , Main 240 AH (GB12)	ELM	16 vt.
Power Off Light Assembly (GEM)	GEM	1 ea.
Indicator Light	Fab Metals	1 ea.
Fan Assy. W/ Thermostat	Sermi	1 ea.
Main Breaker	Square D	1 ea.
Breaker 30 A.	Square D	1 ea.
Breaker 20A.	Square D	3 ea.
Breaker 10A.	Square D	3 ea.
Resistor, 1.0 Ohm Adjustable	Safetran	6 ea.
Equalizers, Heavy Duty	Safetran	2 ea.
Arresters, Heavy Duty	Safetran	7 ea.
Maintainer Test Switch	Safetran	1 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
PAGES DAIRY ROAD
 DOT # 620 799F - M.P. 35.39
 YULEE, NASSAU COUNTY, FL
 5/17/2018

Page 2 of 3

SIGNAL MATERIAL

DESCRIPTION	SUPPLIER	QUANTITY
Flasher/Gate Foundation	Fab Metals	2 ea.
Junction Box Base (5" Mast)	Fab Metals	2 ea.
Aluminum Mast 5" x 16' w/o pinnacle	Fab Metals	2 ea.
Pinnacle 5"	Fab Metals	1 ea.
3597 Gate Mech. Assy. w/conversion brkt., 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 - 26' ARMS)	WCH	2 ea.
12" 1-Way LED FL Assy. (Jury Arm Mt.)	WCH	1 ea.
12" 2-Way LED FL Assy. (5" Mast Mt.)	WCH	2 ea.
Jury Arm	GETS	1 ea.
High Wind Bracket	GETS	2 ea.
Gate Weight Torque Kit	GETS	1 ea.
Gate Keeper SK1000	GSI	2 ea.
Sign, RR Crossing, High Intens.	GETS	2 ea.
Sign, (STOP ON TRACKS), 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 UG Cable (Signals)	Okonite	350 ft.
7 Cond. #14 UG Cable (Signals)	Okonite	350 ft.
3 Cond. #9 UG Cable, (AC Power)	Okonite	100 ft.
Tw. Pr. #6 Track Wire	Okonite	350 ft.
Cadweld Bonds (6 1/2")	Erico	100 ea.
Plug Bonds	Erico	100 ea.
Narrow Band Shunt (522Hz)	Alstom	1 ea.
Ground Rod 3/4" x 8' & Clamp	N/A	4 ea.
Track Kit, #6 Trk. Wire	DBS	2 ea.
6" Conduit (under Tracks)	Allied	20 ft.
6" Conduit (under Road)	Allied	30 ft.
Dress Stone, Seed & Mulch	N/A	1 lt.
Power Service - 110V 60 Amp. Min. per RR Stds.	Local	1 ea.
Signal Lock	Safetran	1 ea.
DOT Stencil for House	Shannon Baum	1 ea.
Emergency Contact Signs w/Stand Off Brackets	Shannon Baum	2 ea.
Pavement Marking & Advance Warning Signs	BY OTHERS	
Misc. Field Material		1 lt.

DIAMONDBACK SIGNAL

(410) 795-9601

5/17/2018

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CONFIDENTIAL
ENGINEER'S ESTIMATE & MATERIAL LIST

RAILROAD: FIRST COAST RAILROAD

LOCATION: PAGES DAIRY ROAD
DOT # 620 799F - M.P. 35.39
YULEE, NASSAU COUNTY, FL

PROJECT: RAILROAD CROSSING WARNING DEVICES - INSTALL A 6'X6' HOUSE, PMD-4R REDUNDANT
MOTION DETECTOR, 2 FLASHERS AND GATES, NEW LED FLASHLIGHTS, TRAIN SPEED = 10
M.P.H.

ESTIMATE SUMMARY

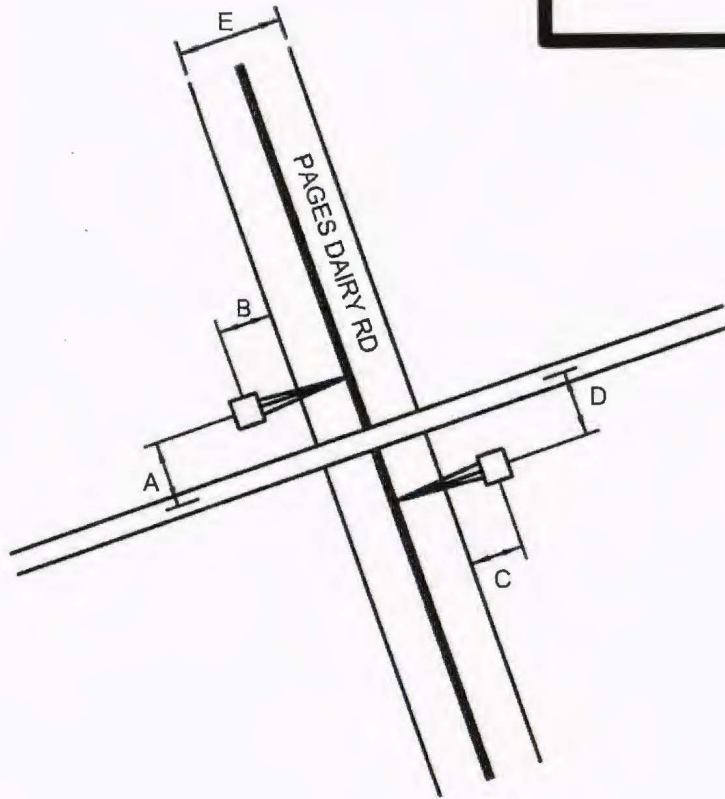
SURVEY, ENGINEERING & CONSTRUCTION PLANS	\$	4,500.00
MATERIAL:		
CONTROL MATERIAL	\$	78,882.00
SIGNAL MATERIAL	\$	39,169.00
FIELD MATERIAL	\$	<u>24,466.00</u>
TOTAL MATERIAL	\$	142,517.00
SHIPPING	\$	7,126.00
FACTORY WIRING OF EQUIP. HOUSE	\$	4,000.00
ROAD BORE	\$	12,000.00
INSTALLATION - LABOR	\$	25,648.00
EQUIPMENT	\$	4,235.00
TEST & PLACE "IN SERVICE"	\$	1,500.00
TRAVEL, LIVING, & MISC. EXPENSE	\$	<u>3,650.00</u>
* TOTAL PROJECT COST	=	\$ 205,176.00

- * PRICE VALID FOR 60 DAYS FROM DATE OF QUOTE
- * Project is Subject to Diamondback Signal Terms and Conditions
- * SALES TAX, IF APPLICABLE, MUST BE ADDED AND DOES NOT INCLUDE POWER COMPANY LINE DROP CHARGE, IF ANY.

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



FIN NO:
JACKSONVILLE, FLORIDA



EXISTING: FLASHING LIGHTS AND GATES, PAVEMENT MARKINGS, AND ADVANCED WARNING SIGNS.

RECOMMENDATIONS: OPTION #1 - REMOVE EXISTING FLASHING LIGHTS AND GATES AND INSTALL TWO (2) NEW FLASHING LIGHTS AND GATES. CABINET, POWER SERVICE, AND TRAIN DETECTION. OPTION #2 - INSTALL TEN (10) NEW LEDS ON MAST AND SIX (6) ON GATE ARMS.

COUNTY TO REFRESH PAVEMENT MARKINGS AND STOP BARS ON BOTH APPROACHES. ON SR 200 INSTALL ADVANCED WARNING SIGNS IN BOTH DIRECTIONS.

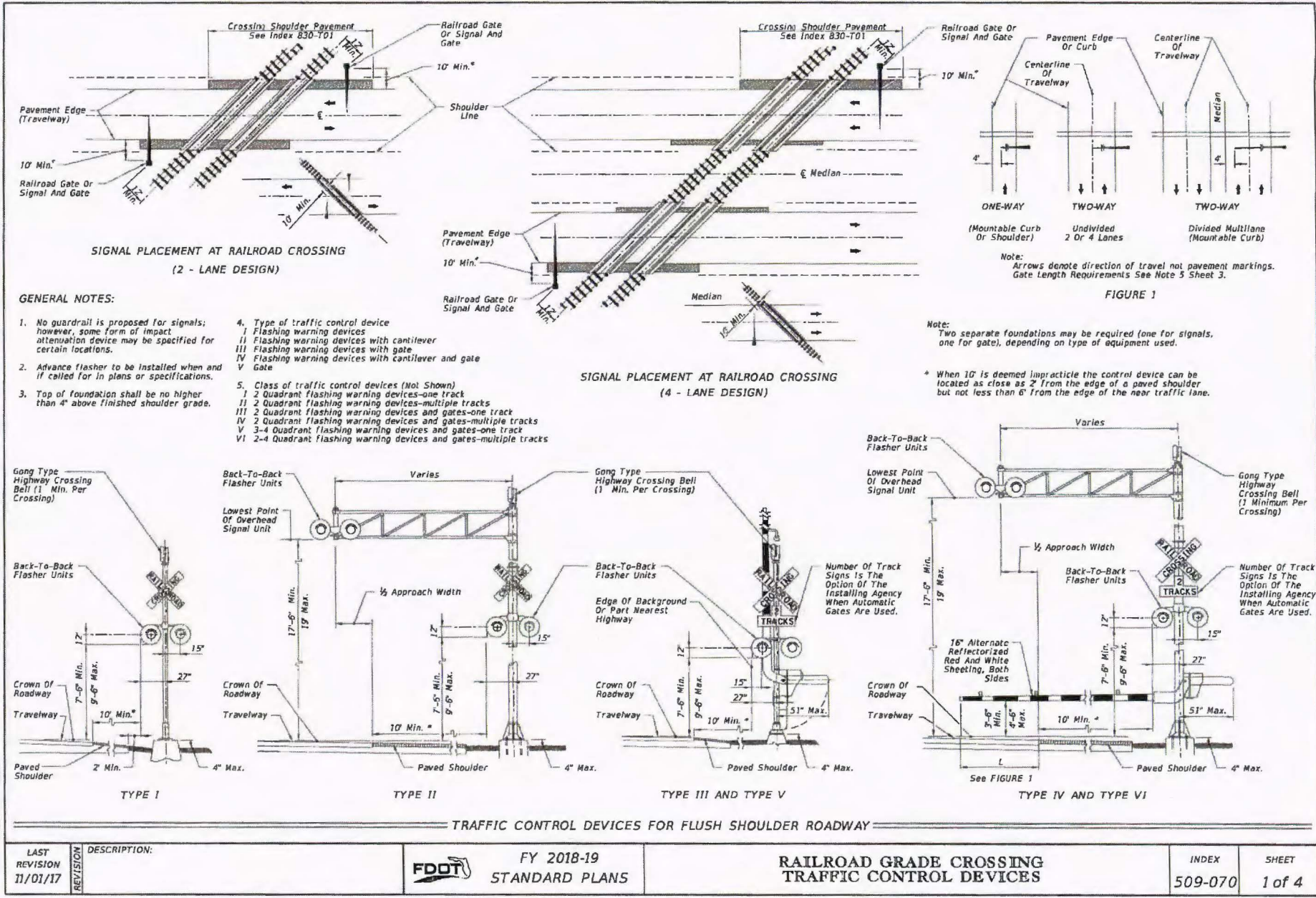
FLORIDA DEPARTMENT OF TRANSPORTATION

CROSSING NO: 620799F
COMPANY: FIRST COAST
TYPE: III
CLASS: IV
LOCATION: ASH STREET
DATE: 3/28/2018

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

DRAWING NOT TO SCALE

REVIEW TEAM: Kelli Phillips (FDOT); Kyle Coffman (FDOT); Laura Rigalado (FDOT); John Barragan (FDOT); Jennifer Graham (FDOT); Allen Wengert (FCRR); Brent Azzo (FCRR); Kevin Lamb (Diamondback); Rob Hensel (Diamondback); Dale Martin (City); Todd Riley (HDR); Micah Gilliom (HDR); Kim Dement (HDR)



GENERAL NOTES:

1. No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
2. Advance flasher to be installed when and if called for in plans or specifications.
3. Top of foundation shall be no higher than 4" above finished shoulder grade.
4. Type of traffic control device
 - I Flashing warning devices
 - II Flashing warning devices with cantilever
 - III Flashing warning devices with gate
 - IV Flashing warning devices with cantilever and gate
 - V Gate
5. Class of traffic control devices (Not Shown)
 - I 2 Quadrant flashing warning devices-one track
 - II 2 Quadrant flashing warning devices-multiple tracks
 - III 2 Quadrant flashing warning devices and gates-one track
 - IV 2 Quadrant flashing warning devices and gates-multiple tracks
 - V 3-4 Quadrant flashing warning devices and gates-one track
 - VI 2-4 Quadrant flashing warning devices and gates-multiple tracks

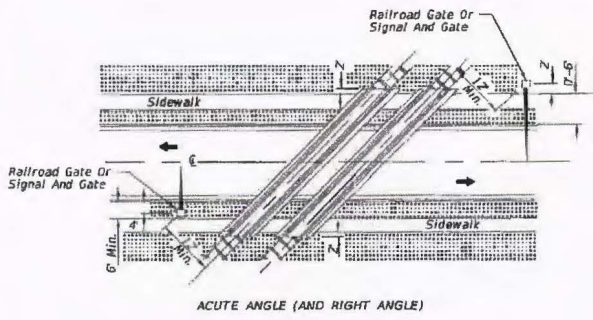
Note:
Arrows denote direction of travel not pavement markings.
Gate Length Requirements See Note 5 Sheet 3.

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.

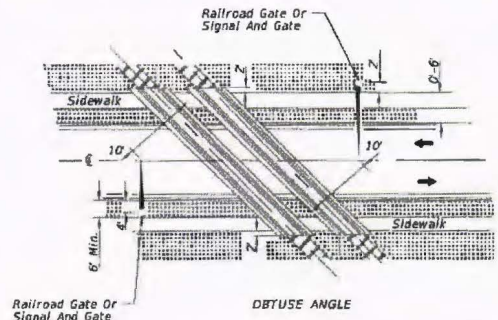
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ACUTE ANGLE (AND RIGHT ANGLE)

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

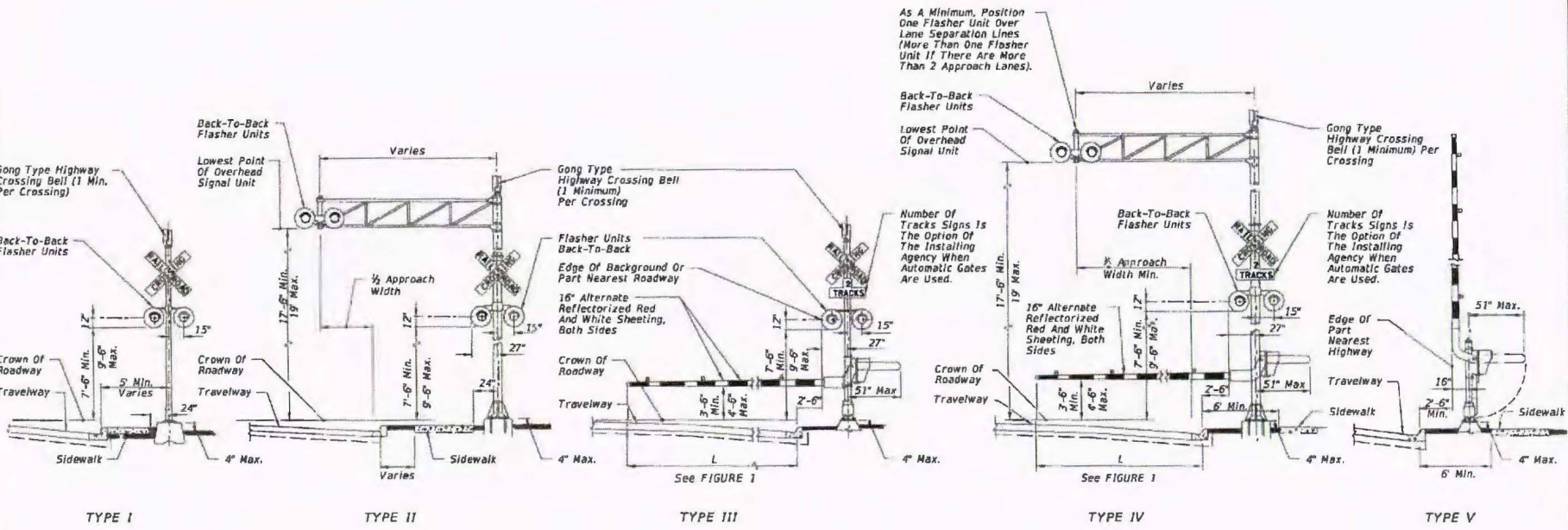


OBTUSE ANGLE

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

NOTES:

1. The location of flashing warning devices 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 warning device is used, the minimum vertical clearance shall be 17'-6" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

LAST REVISION 11/01/17	DESCRIPTION: FDOT	FY 2018-19 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 2 of 4
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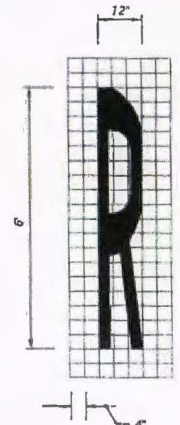
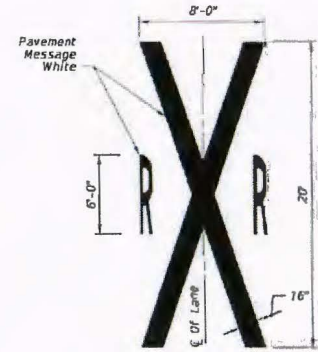
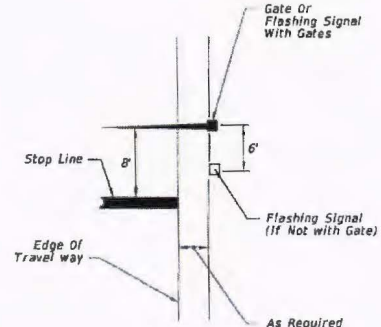
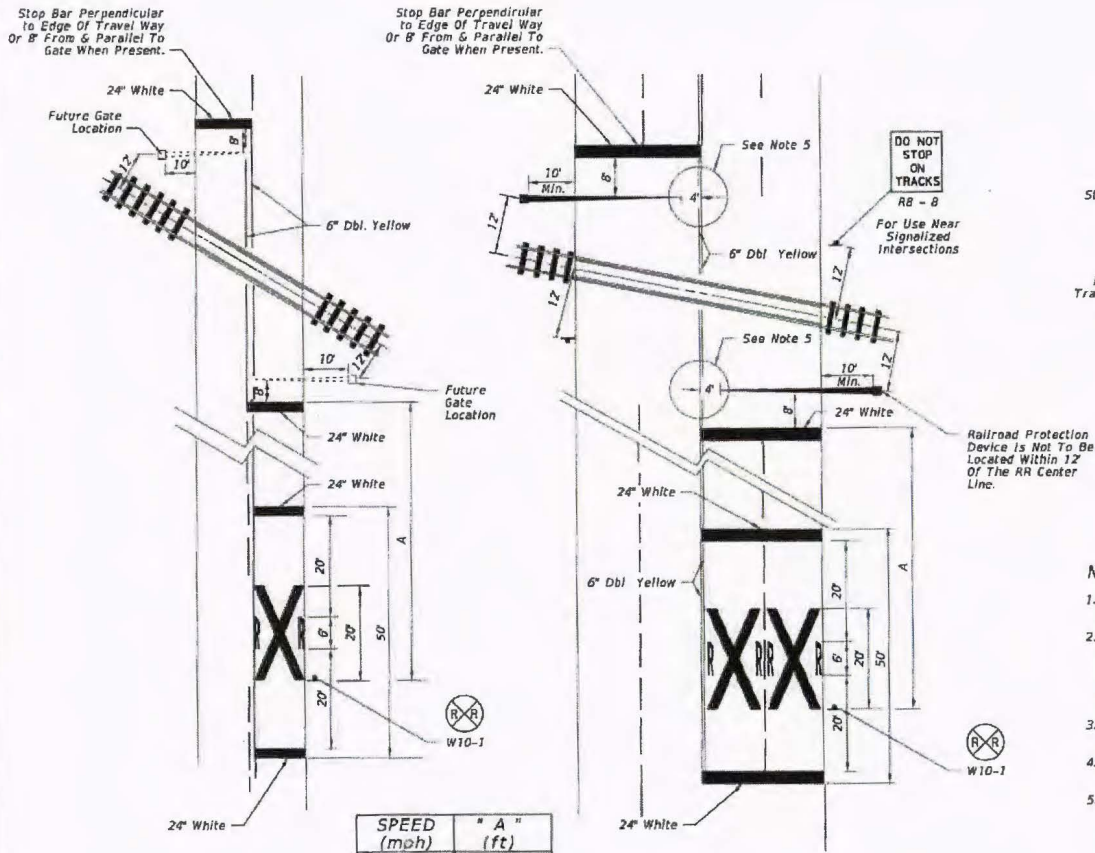
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RAILROAD CROSSING AT TWO (2)-LANE ROADWAY

RAILROAD CROSSING AT MULTILANE ROADWAY

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

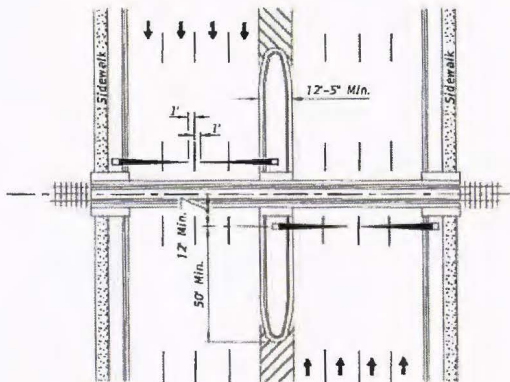
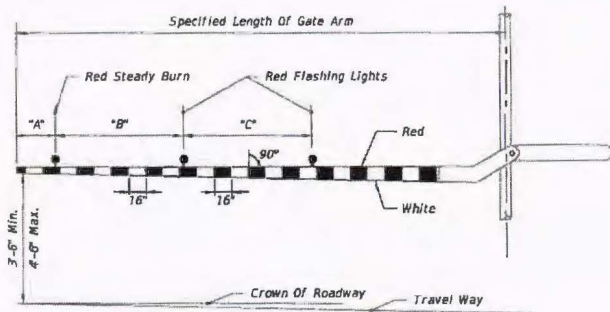


- NOTES:**
- When computing pavement message, quantities do not include traverse lines.
 - Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100' from the crossing. Where street intersections occur between the RR pavement message and the tracks 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 700-102 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'.

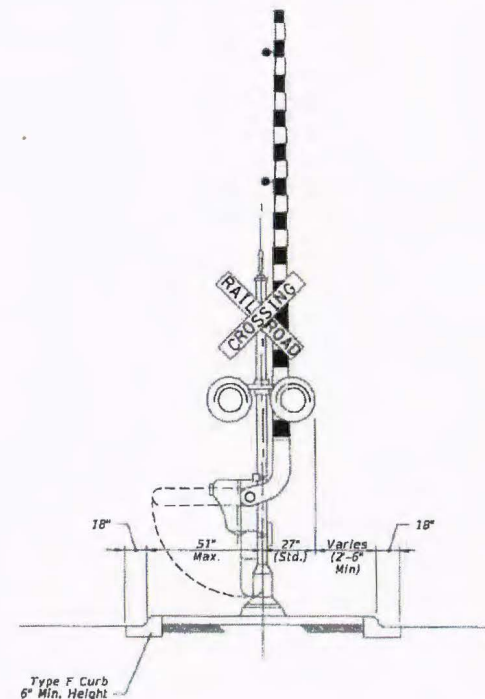
SPEED (mph)	" A " (ft)
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 MIN.

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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 B; 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 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2018-19 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 4 of 4
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