

CS-20-238

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

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
447915-2-57-01	CR-108	NASSAU	4(74520-2151)	RHH-D220-129B

THIS AGREEMENT, made and entered into this 9 day of June, 2021,
 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, 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 447915-2-57-01,
 on CR-108, which crosses at grade the right of way and
 tracks of the COMPANY'S Milepost 607.50,
 FDOT/AAR Crossing Number 620796K, at or near Nassau County,
 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:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals
 Type IV 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.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in
 maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the
 COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached
 hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto,
 the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or
 its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties
 hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which
 shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

- (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 231,610.00 . 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;

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.

3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and

4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

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.

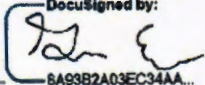
26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

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.

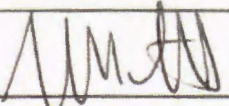
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION


DocuSigned by:
 6/9/2021 | 1:26 PM EDT
BY: _____
(TITLE: Greg Evans, District Two Secretary)

COMPANY: First Coast Railroad, Inc.

BY: 
(TITLE: James Irvin, President)

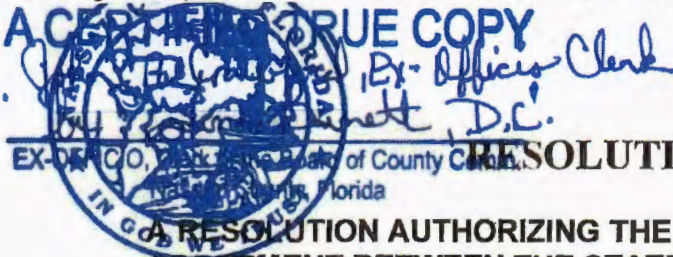
NASSAU COUNTY, FLORIDA

BY: 
(TITLE: Thomas R. Ford, Chairman)

Legal Review  ds
BY: _____
Attorney - DOT Date

Approved as to Funds Available
BY: _____
Comptroller - DOT Date

Approved as to FAPG Requirements
BY: EXEMPT
FHWA Date



RESOLUTION NO. 2021 - 057

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 State of 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 108; and

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System on CR 108 which shall call for installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said US 17 in Nassau County, Florida; and

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

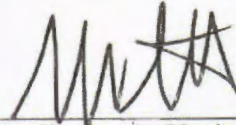
NOW, THEREFORE, BE IT RESOLVED, this 26th day of April, 2021, by the Board of County Commissioners of Nassau County, Florida as follows:

1. That Nassau County enter into a **RAILROAD REIMBURSEMENT AGREEMENT** with the State of Florida Department of Transportation and the the First Coast Railroad Inc for the installation and maintenance of certain

grade crossing traffic control devices designated as Financial Project.
(Financial Project ID No. 447915-2-57-01) (Said copy being attached as
Exhibit "A").

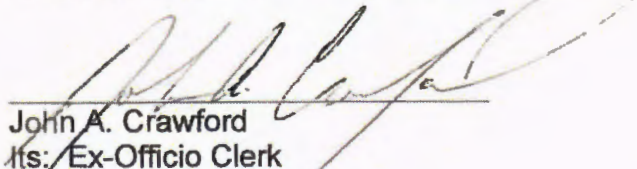
2. Department of Transportation and Nassau County is hereby approved, and
the Chairman is authorized to execute said agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



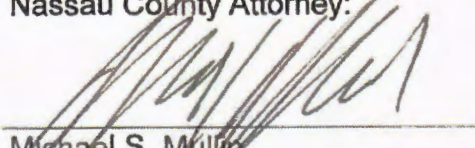
Thomas R. Ford, Chairman

Attest as to Chairman's signature:



John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



Michael S. Mullin

To: kimberly.dement@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

ASN82

5/27/2021

CONTRACT INFORMATION

Contract:	ASN82
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:	05/26/2021
Ending Date of This Agreement:	09/01/2026
Contract Total/Budgetary Ceiling:	
Description:	Removal of the existing warning devices and installation of two new flashing lights and gates, house, cable, power, trail

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/27/2021

Action:	Task Work Order
Reviewed or Approved:	APPROVED
Organization Code:	55022020227
Expansion Option:	A6
Object Code:	563000
Amount:	\$231,610.00
Financial Project:	44791525701
Work Activity (FCT):	127
CFDA:	
Fiscal Year:	2021
Budget Entity:	55100100
Category/Category Year:	088808/21
Amendment ID:	W001
Sequence:	00
User Assigned ID:	AGREE
Enc Line (6s)/Status:	0001/04

Total Amount: \$231,610.00

6/4/2021

Florida Department of Transportation
Federal Authorization Management System
**Notice of Approved
Modification**
to Federal Project Agreement
from Federal Highway Administration

Federal Aid Project Number: **D220 129 B**State Project Number: **447915 2 57 01**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on 5/12/2021 is hereby modified as follows:

Project Location: **SIGNAL SAFETY UPGRADE ON CR108 CROSSING NO.620796K RRMP:607.50;RAIL SAFETY PROJECT;CONSTRUCTION**

Dist.	Appr.	FAIN	Urban/ With	Revised Total Cost	Revised Federal Share	Revised Federal Funds Under Agreement	Revised Advanced Construction
02	ZS40	693JJ22130000ZS40FLD220129		238,535.00	100.0%	231,610.00	0.00

Department of Transportation

Available funds certified by:
Approval recommended by:
Approved and Authorized by:

TERESA THRASHER
BELINDA HEYS
FORNICHER NIXSON

Date:5/21/2021
Date:5/25/2021
Date:5/26/2021

Federal Highway Administration

Approval Recommended by:
Approved and Authorized by:
Agreement Approved by:

Joseph Sullivan
Joseph Sullivan
Kyle Pickett

Date:6/4/2021
Date:6/4/2021
Date:6/4/2021

State remarks:

MODIFICATION TO INCREASE AUTHORIZATION TO MATCH THE CORRECT REQUESTED AMOUNT FOR CONTRACT(+18000 TO MATCH 231,610). (FAC/NOMINAL RATES) = (ZS40/90%) SOFT MATCH AMT = \$16,929

Division remarks:

All other terms and conditions of the Project Agreement will remain in full force and effect.

This Notice of Approved Modification is not the official FHWA Project Agreement Modification for the project designated above. The official Project Agreement Modification must be printed from FHWA's Fiscal Management Information System (FMIS). The District Federal Aid Coordinator may obtain the Project Agreement at: <https://fhwaapps.fhwa.dot.gov/>

This site is maintained by the Office of Work Program and Budget, located at 605 Suwannee Street, MS 21, Tallahassee, Florida 32399.

For additional information please e-mail questions or comments to:
Federal Aid Management
Cynthia Lorenzo: Cynthia.Lorenzo@dot.state.fl.us Or call 850-414-4448
Or
Sean McAuliffe: Sean.McAuliffe@dot.state.fl.us Or call 850-414-4564

For information concerning the technical function of this site, please e-mail questions or comments to:
WPB Systems Support
CO-OWPBSupport@dot.state.fl.us Or call 850-414-4651

Office Home: [Office of Work Program and Budget Sharepoint Employee Portal](#)



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

725-060-41
 RAIL
 OGC - 07/16

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
44791525701	CR-18	NASSAU	4(74520-2151)	RHH-D220-129B

COMPANY NAME: First Coast Railroad, Inc.

A. FDOT/AAR XING NO.: 620796K RR MILE POST TIE: 607.50

B. TYPE SIGNALS PROPOSED IV 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

725-090-09
RAIL
03/20**WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
447915-2-57-01	CR-108	NASSAU	4(74520-2151)	RHH-D220-129B

RAILROAD COMPANY
First Coast Railroad, Inc.

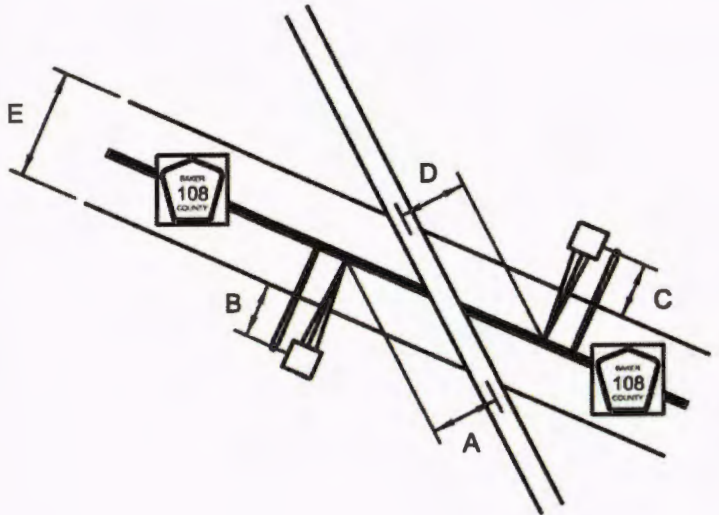
- A. JOB DESCRIPTION & LOCATION: Install two (2) new FL&Gs and install 16 new LEDs (8 sets) on cantilevers, cabinet, power pole, power service, and train detection at CR-18 in Nassau County, Florida.
- B. TYPE OF ROADWAY FACILITY: 2 lane roadway
- C. FDOT/AAR XING NO.: 620796K RR MILE POST TIE: 607.50
- D. TYPE CROSSING PROPOSED: IV Class: III DOT INDEX: 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 1334)
 - 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. By Others (____ Company.)
 2. By Railroad Company.
- G. AUTHORITY REQUESTED (Draft attached: Yes No)
1. Agreement (Third Party Participating Nassau County)
 2. Supplemental Agreement No. _____
 3. Crossing Permit
 4. Estimate for Change Order No. _____
 5. Letter of Authority
 6. Letter of confirmation (No Cost to Department)
- H. OTHER REIMARKS: Negotiations to be completed by: _____

Negotiations to be completed by: January 2021Signal installation target date: April 2021Synchronization (Draft attached: Yes No)

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



FIN NO: _____
NASSAU COUNTY, FLORIDA



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

RECOMMENDATIONS: INSTALL 2 NEW FLASHING LIGHTS AND GATES (LEAVE EXISTING CFL), 16 NEW LEDS ON CANTILEVERS (8 SETS), CABINET, POLE, POWER SERVICE, AND TRAIN DETECTION.

NASSAU COUNTY TO REFRESH PAVEMENT MARKINGS AND STOP BARS AND WORK WITH FIRST COAST RAILROAD TO REPLACE/RESURFACE CROSSING.

FLORIDA DEPARTMENT OF TRANSPORTATION

CROSSING NO: 620796K
COMPANY: FIRST COAST RAILROAD
TYPE: IV
CLASS: III
LOCATION: CR-108
DATE: 3/7/2019

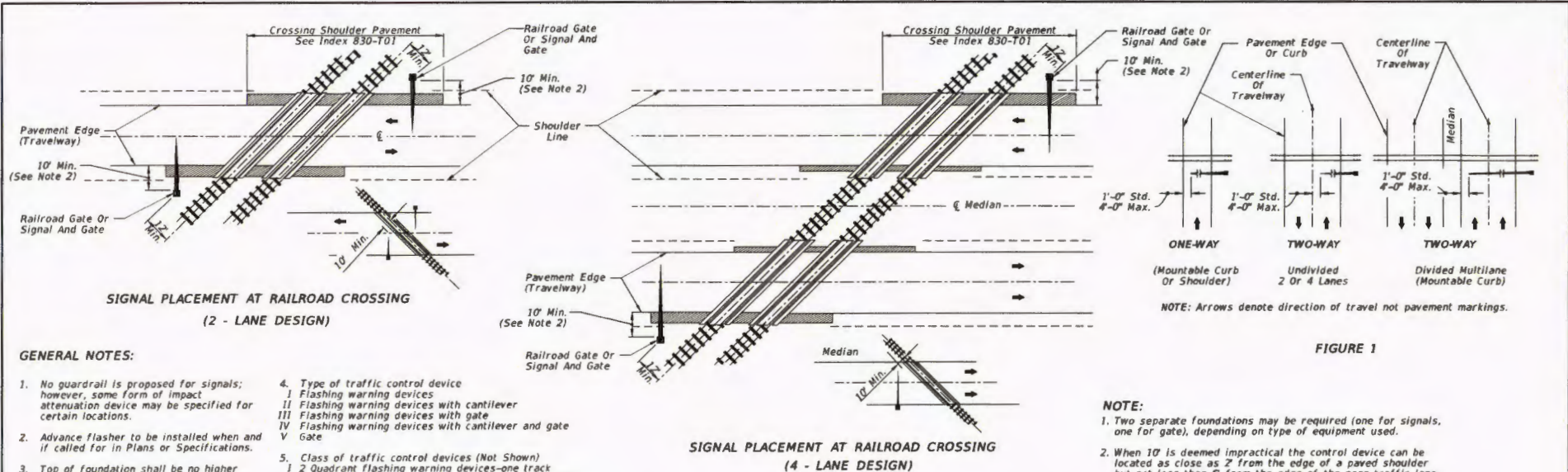
ALL IMPROVEMENTS TO BE MADE IN ACCORDANCE WITH F.D.O.T. STANDARD INDEX

DRAWING NOT TO SCALE

REVIEW TEAM: Kelli Phillips (FDOT); Kyle Coffman (FDOT); Laura Miller (FDOT); Rob Stapleton (FDOT); Jennifer Graham (FDOT); Justin Ryan (FDOT); Warren Turner (FCRR); Micah Gilliom (HDR); Kim Dement (HDR)

PUBLIC	HWY	AT GRADE	Farm	RR Street:	District: 2	County: Nassau
				City: Jacksonville	NEAR CITY	OPEN-TRACK ACTIVE
Rank 2018: 1334	SR No.:			RR Company:	FCRD	Date: 03/07/2019
Rank 2017: 1346	CR No.:	CR-108		Division Name:	JACKSONVILLE	Team Members: Kyle
Rank 2016:	US No.:			Subdivision Name:	KINGSLAND	Coffman (FDOT), Kelli Phillips
	Latitude:	30.684400		Branch Name:	A 801	(FDOT), Laura Miller (FDOT),
	Longitude:	-81.650000		RR Milepost:	607.50	Rob Stapleton (FDOT),
Field Review Comments: Nassau County to refresh pavement markings and stop bars and work with FCRR to replace/resurface crossing.						Jennifer Graham (FDOT),
Team Recommendations: FCRR to install 2 new FL&G and install 16 new LEDs (8 sets) on cantilevers, cabinet, pole, power service, and train detection.						Justin Ryan (FDOT), Warren
						Turner (FCRR), Micah Gilliom
						(HDR), and Kim Dement

Highway Speed: 60	<input type="checkbox"/>	Train Speed Range: 20-40	<input type="checkbox"/>
Crossing Angle: 30-59 DEG	<input type="checkbox"/>	Max Time Table Speed: 40	<input type="checkbox"/>
AADT: 3200 (2017)	<input type="checkbox"/>	Day Thru/Switch: 0/1	<input type="checkbox"/>
Percent Trucks: 5 (2012)	<input type="checkbox"/>	Night Thru/Switch: 0/1	<input type="checkbox"/>
School Buses: 13 (2019)	<input type="checkbox"/>	Train Service: Freight	<input type="checkbox"/>
Street Types: Two-Way Street	<input type="checkbox"/>	Passenger Count/Day: 0	<input type="checkbox"/>
Thru Lanes: 2	<input type="checkbox"/>	Train Count Date: 05/01/2012	<input type="checkbox"/>
Aux Lanes: 0	<input type="checkbox"/>	Main Tracks: 1	<input type="checkbox"/>
Hazmat Route?: NO	<input type="checkbox"/>	Other Tracks:	<input type="checkbox"/>
Emergency Services Route?: NO	<input type="checkbox"/>	Train Signals? YES	<input type="checkbox"/>
Emergency Notification Signs: YES	<input type="checkbox"/>	Train Signal Proximity: YES	<input type="checkbox"/>
Crossbuck(4x4 post): 0	<input type="checkbox"/>	Train Detection: None	<input type="checkbox"/>
Crossbuck Sign: 4	<input type="checkbox"/>	Event Recorder?	<input type="checkbox"/>
Stop Sign: 0	<input type="checkbox"/>	Number of Bells: 2	<input type="checkbox"/>
Yield Sign: 0	<input type="checkbox"/>	Post Mounted Flashing Lights: 2	<input type="checkbox"/>
Low Ground Clearance Signs: 0	<input type="checkbox"/>	Backlights, Incandescent	<input type="checkbox"/>
Exempt Signs:	<input type="checkbox"/>	Roadway Gate Count: 0	<input type="checkbox"/>
Trespass Signs: NO	<input type="checkbox"/>	Pedestrian Gate Count: 0	<input type="checkbox"/>
W10-1 2	R10-6a 0	W8-1 0	Gates:
W10-2 0	R11-2 0	W10-8 0	Cantilevered Flashing Over Traffic: 2
W10-3 2	R15-2P 0	W10-9 0	Incandescent
W10-4 0	R15-6 0	W10-9P 0	Cantilevered Flashing Not Over Traffic: 0
W10-11 0	R15-6a 0	W10-11a 0	Intersecting Roadway? YES
W10-12 0	R15-7 0	W10-11b 0	Signalized? NO
R3-1a 0	R15-7a 0	W10-13P 0	Interconnection: Not Interconnected
R3-2a 0	R15-8 0	W10-14P 0	Traffic Signals Controlling?
R8-8 0	Pvt Crossing 0	W10-14aP 0	Preemption:
R8-9 0	Look Out 0	W10-15P 0	Does traffic queue across the tracks? NO
R8-10 0	R8-8 w/Beacon 0	Slow 0	Traffic Pre-Signals? NO
R8-10a 0	W3-1	W10-1w/Beacon 0	8" Count: 0
R10-6 0	W3-3	LED Signs 0	12" Count: 8
Surface Installment Date:	<input type="checkbox"/>	LED Count: 0	Install - Upgrade: -- 01/01/1978
Surface Type: ASPHALT	<input type="checkbox"/>	Maintenance Responsibility: COUNTY	<input type="checkbox"/>
Pvmt Mrk: STOPLINES AND XING SYMBOLS	<input type="checkbox"/>	Roadway Paved: YES	<input type="checkbox"/>
Surface Condition: EXCELLENT	<input type="checkbox"/>	Tracks run down street? NO	<input type="checkbox"/>
Approach: LOS D = Severe erosion	<input type="checkbox"/>	Sidewalks on Crossing Approach? NO	<input type="checkbox"/>
Vehicle Reaction: LOS C = Shaking	<input type="checkbox"/>	Sidewalks Thru Crossing? N/A	<input type="checkbox"/>
Driver Reaction: LOS B = Some drivers slow down	<input type="checkbox"/>	Crossing illuminated? NO	<input type="checkbox"/>
Rail/Pad Movement: LOS B = Uneven	<input type="checkbox"/>	Commerical Power? YES	<input type="checkbox"/>
Incident History:	<input type="checkbox"/>	Alternative Power? NO	<input type="checkbox"/>
Recommended Warning Device: FL & G			



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

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

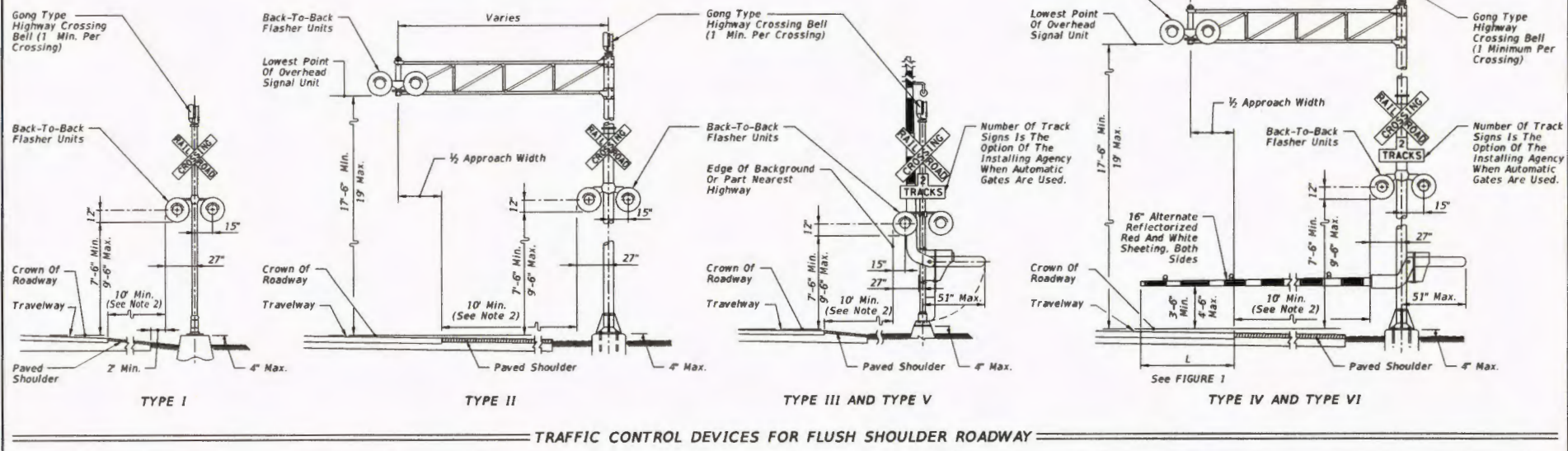
FIGURE 1

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)
 - 1 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

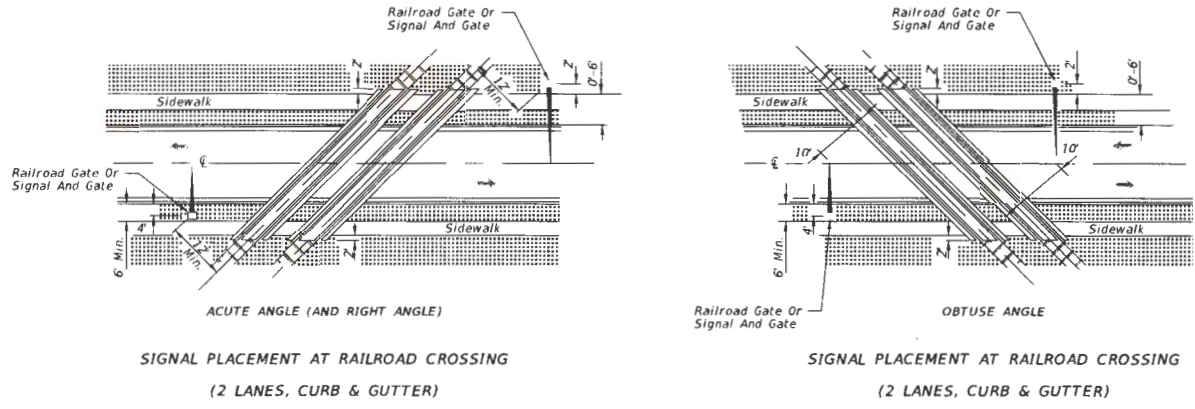
NOTE:

1. Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.
2. When 10' is deemed impractical 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.



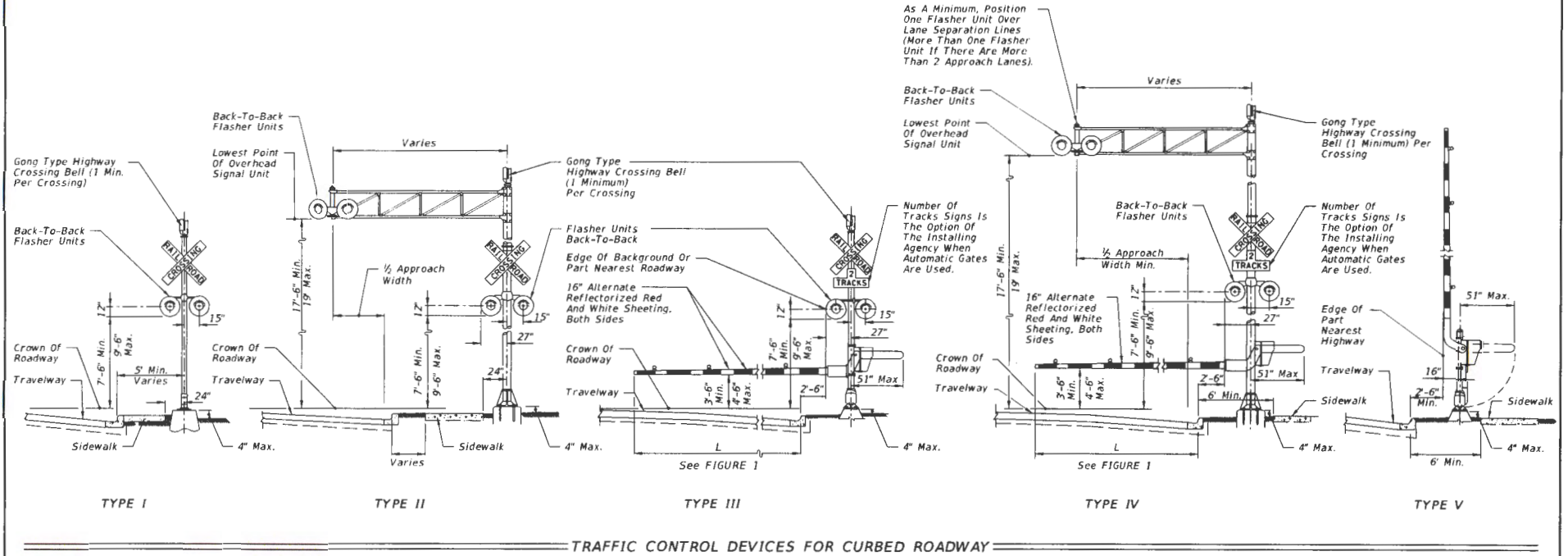
TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY

LAST REVISION 11/01/17	REVISION DESCRIPTION:	FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 1 of 4
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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'-6".
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.

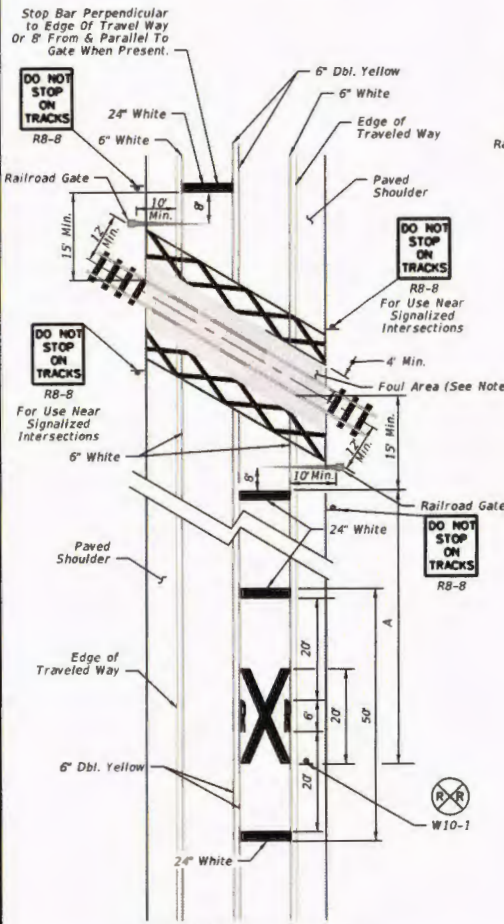


LAST REVISION 11/01/17	DESCRIPTION:	FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 2 of 4
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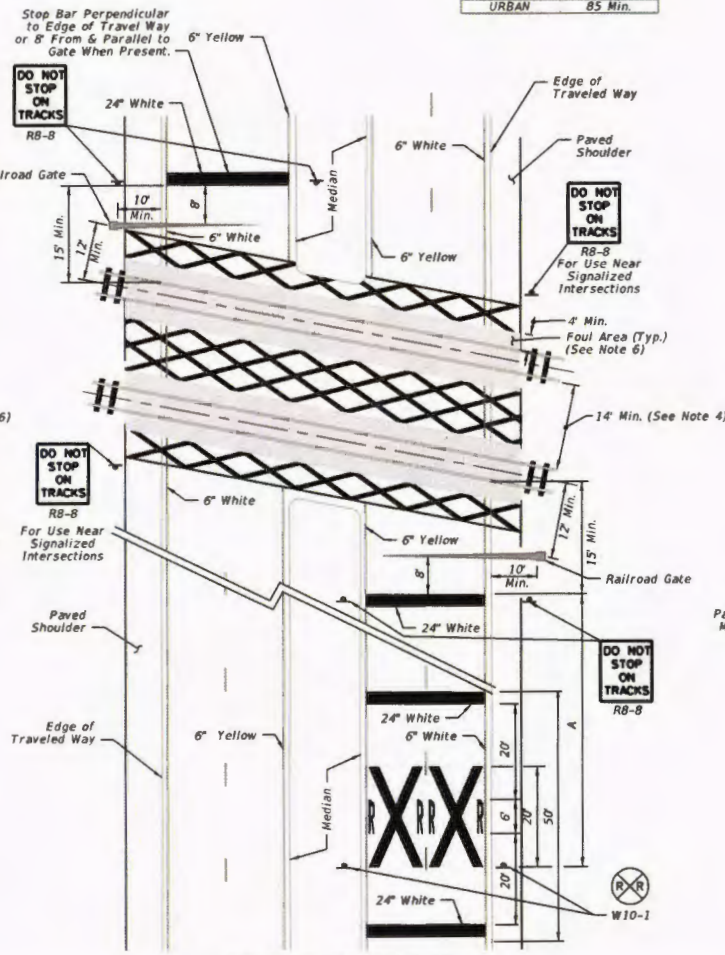
NOTES:

1. Place an additional W10-1 sign where intersections occur between the R/R pavement message and the tracks.
2. Place FTP-61-06 or FTP-62-06 sign 100' in advance of crossing for urban conditions and 300' in advance of crossing for rural conditions. See Index 700-102 for sign details.
3. Install Railroad Dynamic Envelope Pavement Markings only when called for in the Plans.
4. Do not install pavement markings when the distance between tracks is less than 14'.
5. The transverse dimension for the RDE "X" may be reduced to the lane width for two-lane roadways without shoulders or when shown in the Plans.
6. Do not install pavement markings in the Foul areas.

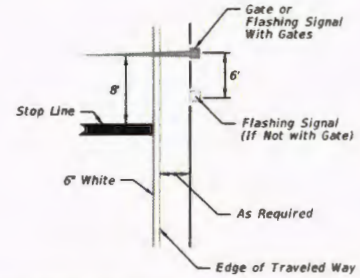
Design Speed (mph)	Distance "A" (ft)
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 Min.



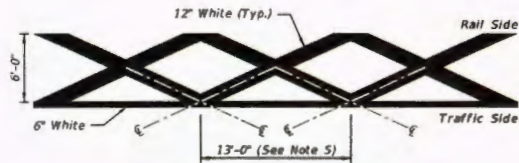
RAILROAD CROSSING AT TWO-LANE ROADWAY



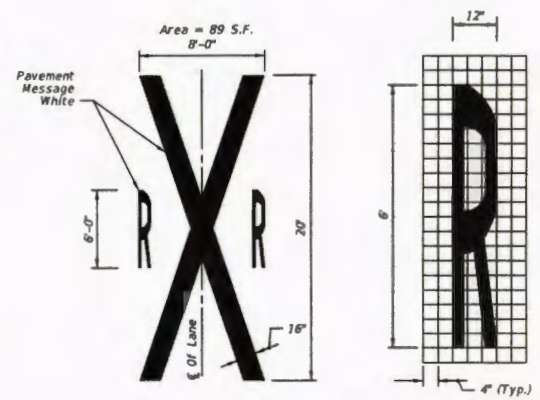
RAILROAD CROSSING AT MULTILANE ROADWAY



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES



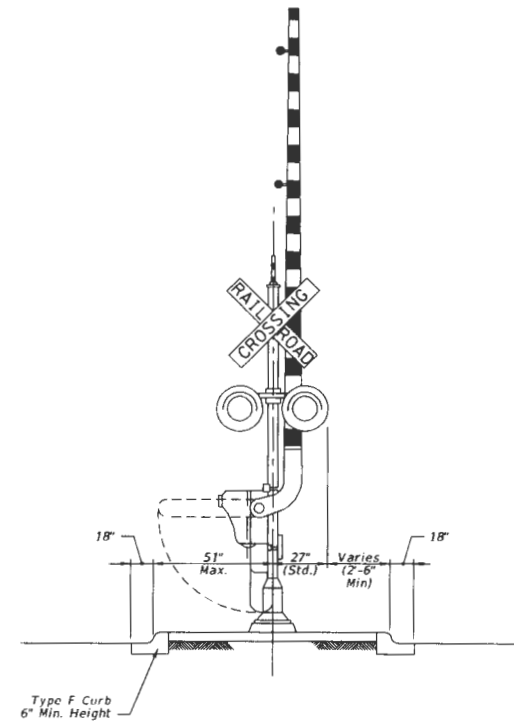
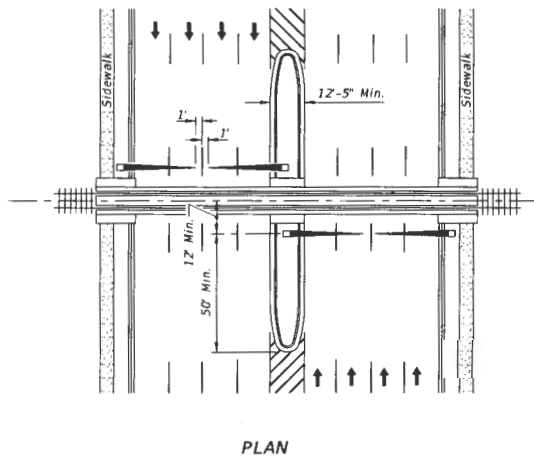
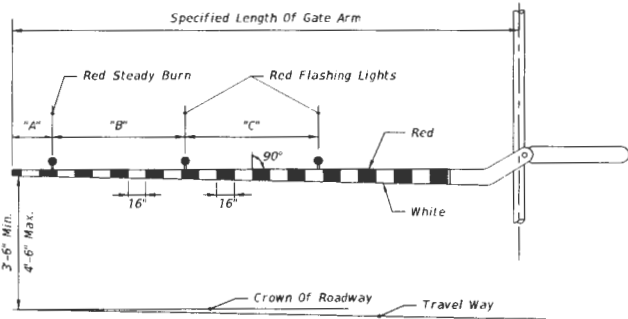
RAILROAD DYNAMIC ENVELOPE (RDE) PAVEMENT MARKING DETAIL



RAILROAD CROSSING PAVEMENT MESSAGE

DATES

LAST REVISION 02/11/20	DESCRIPTION: Added Railroad Dynamic Envelope Pavement Marking Details.	 FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 3 of 4
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RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

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

MEDIAN SIGNAL GATES FOR
MULTILANE UNDIVIDED URBAN SECTIONS
(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)

11/01/17 06:00:11

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	 FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 4 of 4
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JOHN A. CRAWFORD
Clerk of the Circuit Court / Comptroller
Ex-Officio Clerk to the Board of County Commissioners
Nassau County



April 29, 2021

Kyle Coffman
Florida Department of Transportation
1109 South Marion Avenue, MS 2018
Lake City, FL 32025

RE: Agreement for CR 108 Railroad Crossing

Dear Mr. Coffman:

During a regular session of the Nassau County Board of County Commissioners held April 26, 2021, the Board approved and authorized the Chairman to sign the referenced agreement. I have enclosed three original agreements for execution, along with three certified Resolutions. Once signed, please return one original agreement to my office. Please be aware that we will be unable to process until the original agreement has been received by the Clerk's Office at 76347 Veteran's Way, Yulee, Florida 32097. A self-addressed envelope has been provided for your convenience to ensure the document is received in a timely manner.

Thank you for your assistance in this matter. If I can be of any service to you please do not hesitate to let me know.

Sincerely,

John A. Crawford
Ex-Officio Clerk

/bkl
enclosures