

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
447915-4-57-01	Bonnieview Road	Nassau	1(74000-SIGP)	RHH-D221-119B

THIS AGREEMENT, made and entered into this 21 day of October, 2021, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENTT, 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 447915-4-57-01, on Bonnieview Road, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 45.02, FDOT/AAR Crossing Number 620813Y, at or near Fernandina Beach, 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 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.

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.

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4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advancewarning 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 \$234,290. 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.

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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 d 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.

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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.

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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.

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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,

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

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.
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.

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

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.

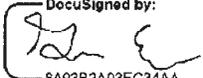
26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

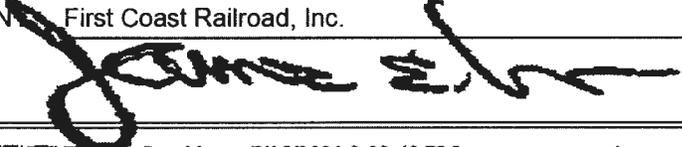
27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

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.

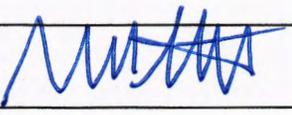
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:  10/21/2021 | 11:15 AM EDT
8A93B2A03EC34AA...
(TITLE: Greg Evans, District Two Secretary)

COMPAN First Coast Railroad, Inc.
BY: 
(JAMES IRVIN - President - 7/15/2021 3:02:43 PM)

NASSAU COUNTY, FLORIDA

BY:



(TITLE: Chairman)

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: EXEMPT _____
FHWA Date

NASSAU COUNTY, FLORIDA

BY: [Signature]
(TITLE: Chairman)

Legal Review ^{DS} at 10/21/2021
BY: [Signature] | 9:32 AM EDT
Attorney - DOT Date

Approved as to Funds Available
See attached
BY: encumbrance
Comptroller - DOT Date

Approved as to FAPG Requirements
BY: EXEMPT
FHWA Date

To: Kelli.Phillips@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

ASQ29

10/18/2021

CONTRACT INFORMATION

Contract:	ASQ29
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:	10/19/2021
Ending Date of This Agreement:	09/30/2026
Contract Total/Budgetary Ceiling:	
Description:	Signal safety upgrade at Bonnieview Road in Fernandina Beach, Crossing 620813Y, RRMP: 45.02

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 10/18/2021

Action:	Task Work Order
Reviewed or Approved:	APPROVED
Organization Code:	55022020227
Expansion Option:	A6
Object Code:	563000
Amount:	\$234,290.00
Financial Project:	44791545701
Work Activity (FCT):	127
CFDA:	
Fiscal Year:	2022
Budget Entity:	55100100
Category/Category Year:	088808/22
Amendment ID:	W001
Sequence:	00
User Assigned ID:	AGR
Enc Line (6s)/Status:	0001/04

Total Amount: \$234,290.00

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

725-090-41
 RAIL
 09/21

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
447915-4-57-01	Bonnieview Road	Nassau	1(74000-SIGP)	RHH-D221-119B

COMPANY NAME: First Coast Railroad, Inc.

A. FDOT/AAR XING NO.: 620813Y RR MILE POST TIE: 45.02

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	\$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$9,759.00

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, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-09
 RAIL
 04/21
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FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
447915-4-57-01	Bonnieview Road	NASSAU	1(74000-SIGP)	RHH-D221-119B

RAILROAD COMPANY
First Coast Railroad, Inc.

- A. JOB DESCRIPTION & LOCATION: Install two new flashing lights and gates, cabinet, power services, train detection, and installation of 14 LEDs (7 sets) on existing cantilevers on Bonnieview Road in Fernandina Beach, Florida (Nassau County)
- B. TYPE OF ROADWAY FACILITY: 2 lane roadway
- C. FDOT/AAR XING NO.: 620813Y RR MILE POST TIE: 45.02
- 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 2493)
 - 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 FDOT / First Coast Railroad, Inc. / 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: _____

Negotiations to be completed by: September 2021

Signal installation target date: March 2022

Synchronization: (Draft attached : Yes No)

EXHIBIT B

The Company shall:

1. adhere to all Buy America requirements (23 CFR 635.410) to ensure that all manufacturing processes of steel and iron occur in the United States; and
2. ensure that prefabricated items that contain steel must also comply with Buy America; and
3. provide Buy America certifications that include correct language, project information, and the material's delivery date.

EXHIBIT C

The Company understands:

1. that while FHWA1273 does not apply to force account work performed by rail companies, FHWA-assistance is subject to Title VI (42 U.S.C. § 2000d et seq); and
2. requires appropriate assurances by providing an executed Title VI / Nondiscrimination Assurance, including Appendices A and E.

Force Account Estimate

OOM

Railroad:	First Coast Railroad Inc. (FCRD)	Region:	Southern
Agency:	Florida Department of Transportation	State:	Florida
DOT #:	620813Y	COUNTY:	Nassau
ROADWAY:	Bonnieview Road	CITY:	Fernandina Beach
DESCRIPTION:	New Railroad Crossing Warning Devices. Install 6x8 house, MS 4000R, Two Flashers with Gates, Two Bells, Reuse the existing Cant's with upgraded 12' LED's and roundals		
AGENCY PROJECT NUMBER:	0	ESTIMATE SUBJECT TO REVISION AFTER:	10/17/20

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services \$ -
Subtotal \$ -

CONSTRUCTION & CLOSEOUT:

Contracted & Administrative Engineering Services \$ 14,576
Subtotal \$ 14,576

FLAGGING SERVICE:

Contracted or Railroad Flagmen Services 0 Days \$ -
Subtotal \$ -

UTILITY WORK:

Power Service \$ -
 Other \$ -
Subtotal \$ -

CONTRACT WORK:

Outside Services \$ -
 Design & Labor & Material \$ 219,714
Subtotal \$ 219,714

RAILROAD TRACK:

Labor & Material \$ -
Subtotal \$ -

RAILROAD SIGNAL & COMMUNICATION:

Labor & Material \$ -
Subtotal \$ -

PROJECT SUBTOTAL:

Public Project Admin: 0.00% \$ -
 Contingencies: 0.00% \$ -

PROJECT TOTAL:

..... \$ 234,290
CURRENT AUTHORIZED BUDGET: \$ -
TOTAL SUPPLEMENT REQUESTED: \$ 234,290

DIVISION OF COST:

Agency 100.00% \$ 234,290
 Railroad 0.00% \$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.
 This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: TJD Approved by: 0 Public Project Department
 DATE: 04/20/20 REVISED: 04/20/20 DATE: 04/20/20

CM3045

10/14/2021

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

Federal Aid Project Number: **D221 119 B**

State Project Number: **447915 4 57 01**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on **9/20/2021** is hereby modified as follows:

Project Location: **SIGNAL SAFETY UPGRADE ON BONNIEVIEW RD CROSSING NO.620813Y RRMP:45.02;RAIL SAFETY PROJECT;CONSTRUCTION**

Dist. Appr.	FAIN	Urban/ With	Revised Federal Total Cost Share	Revised Federal Funds Under Agreement	Revised Advanced Construction
02 MS4E693JJ22130000MS4EFLD221119			241,546.00 100.0%	234,290.00	0.00
02 Z240	12D221119Z240		1,500.00 100.0%	0.00	1,500.00

Department of Transportation

Available funds certified by:	TERESA THRASHER	Date: 10/11/2021
Approval recommended by:	BELINDA HEYS	Date: 10/12/2021
Approved and Authorized by:	FORNICHER NIXSON	Date: 10/13/2021

Federal Highway Administration

Approval Recommended by:	Hermiose Dornevil	Date: 10/14/2021
Approved and Authorized by:	Hermiose Dornevil	Date: 10/14/2021
Agreement Approved by:	Pamela Angelo	Date: 10/14/2021

State remarks:

**MODIFICATION TO INCREASE AUTHORIZATION FOR INHOUSE SERVICES
 (FAC/NOMINAL RATES) = (MS4E/90%) (Z240/81.93%) SOFT MATCH AMT = \$17,171**

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

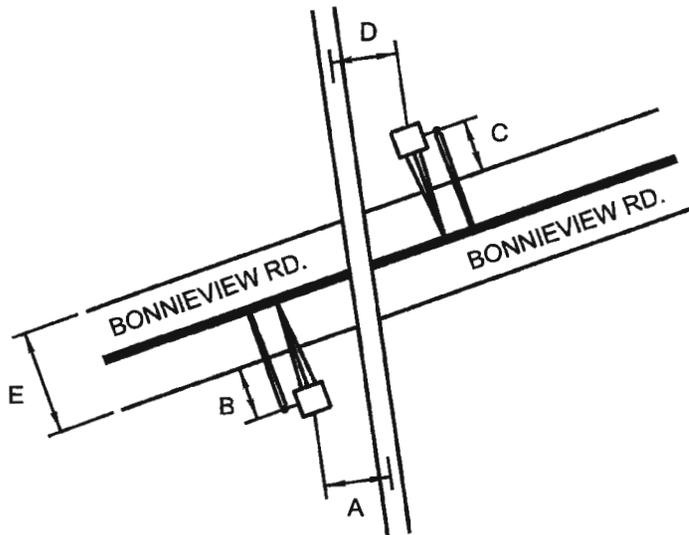
For information concerning the technical function of this site, please e-mail questions or comments to:
 WPB Systems Support
CO-OWPBsupport@dot.state.fl.us Or call 850-414-4651

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

A: _____
B: _____
C: _____
D: _____
E: _____



FIN NO: 447915-4-57-01
FERNANDINA BEACH, FLORIDA



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

RECOMMENDATIONS: OPTION 1) KEEP EXISTING CANTILEVER, INSTALL 2 NEW FLASHING LIGHTS AND GATES, 14 LEDS (7 SETS) ON CANTILEVER, CABINET, POLE, POWER SERVICE, AND TRAIN DETECTION. OPTION 2) INSTALL 14 NEW LEDS (7 SETS) ON EXISTING CANTILEVER.

NASSAU COUNTY TO REFRESH PAVEMENT MARKINGS AND STOP BARS AND RESURFACE CROSSING (COUNTY TO WORK WITH RAILROAD TO FUND RESURFACING).

FLORIDA DEPARTMENT OF TRANSPORTATION

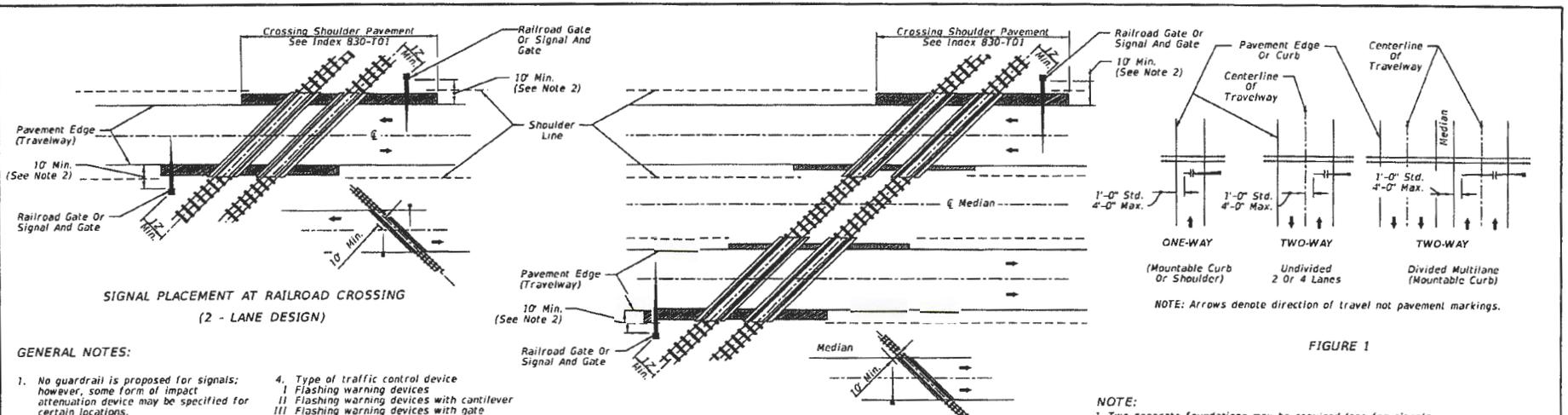
CROSSING NO: 620813Y
COMPANY: FIRST COAST RAILROAD
TYPE: IV
CLASS: III
LOCATION: BONNIEVIEW RD.
DATE: 3/7/2019

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)

Crossing No: 620813Y		Roadway: BONNIEVIEW RD		RR Street:		District: 2		County: Nassau			
PUBLIC HWY		AT GRADE Commercial		City: Fernandina Beach		NEAR CITY		OPEN--TRACK ACTIVE			
Rank 2018:	2493	SR No.:	S.R. 108	RR Company:	FCRD	Date: 03/07/2019					
Rank 2017:	2496	CR No.:		Division Name:	JACKSONVILLE	Team Members: Kyle Coffman (FDOT), Kelli Phillips (FDOT), Laura Miller (FDOT), Rob Stapleton (FDOT), Jennifer Graham (FDOT), Justin Ryan (FDOT), Warren Turner (FCRR), Micah Gilliom (HDR), and Kim Dement					
Rank 2016:		US No.:		Subdivision Name:	FERNANDINA						
		Latitude:	30.639000	Branch Name:	SMA						
		Longitude:	-81.460000	RR Milepost:	45.02						
Field Review Comments: Nassau County to work with FCRR to resurface/reconstruct crossing surface, refresh pavement markings and stop bars.											
Team Recommendations: 1) FCRR to keep CFL and install 2 new FL&G, cabinet, pole, power service, and train detection and upgrade 14 new LEDs (7 sets) on existing cantilever and add preemption											
2) Install 14 new LEDs (7 sets) on existing cantilever											
Highway Speed:	30	<input type="checkbox"/>		Train Speed Range:	1-10	<input type="checkbox"/>					
Crossing Angle:	60-90 DEG	<input type="checkbox"/>		Max Time Table Speed:	10	<input type="checkbox"/>					
AADT:	1243 (2011)	<input type="checkbox"/>		Day Thru/Switch:	0/1	<input type="checkbox"/>					
Percent Trucks:	15 (2009)	<input type="checkbox"/>		Night Thru/Switch:	0/1	<input type="checkbox"/>					
School Buses:	2 (2020)	<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	0	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?	YES				
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?	YES				
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:	7				
Surface Installment Date:				<input type="checkbox"/>		LED Count:	0				
Surface Type:				ASPHALT	<input type="checkbox"/>	Install - Upgrade:	-- 01/01/1980				
Pvmt Mrk:					<input type="checkbox"/>	Maintenance Responsibility:	COUNTY				
Surface Condition:				EXCELLENT	<input type="checkbox"/>	Roadway Paved:	YES				
Approach:				LOS C = Minor erosion	<input type="checkbox"/>	Tracks run down street?	NO				
Vehicle Reaction:				LOS B = Vibrating	<input type="checkbox"/>	Sidewalks on Crossing Approach?	NO				
Driver Reaction:				LOS B = Some drivers slow down	<input type="checkbox"/>	Sidewalks Thru Crossing?	N/A				
Rail/Pad Movement:				LOS A = Smooth	<input type="checkbox"/>	Crossing illuminated?	NO				
Incident History: 03/1987						Commerical Power?				YES	<input type="checkbox"/>
						Alternative Power?				NO	<input type="checkbox"/>
Recommended Warning Device: FL & G & P											



NOTE: Arrows denote direction of travel not pavement markings.

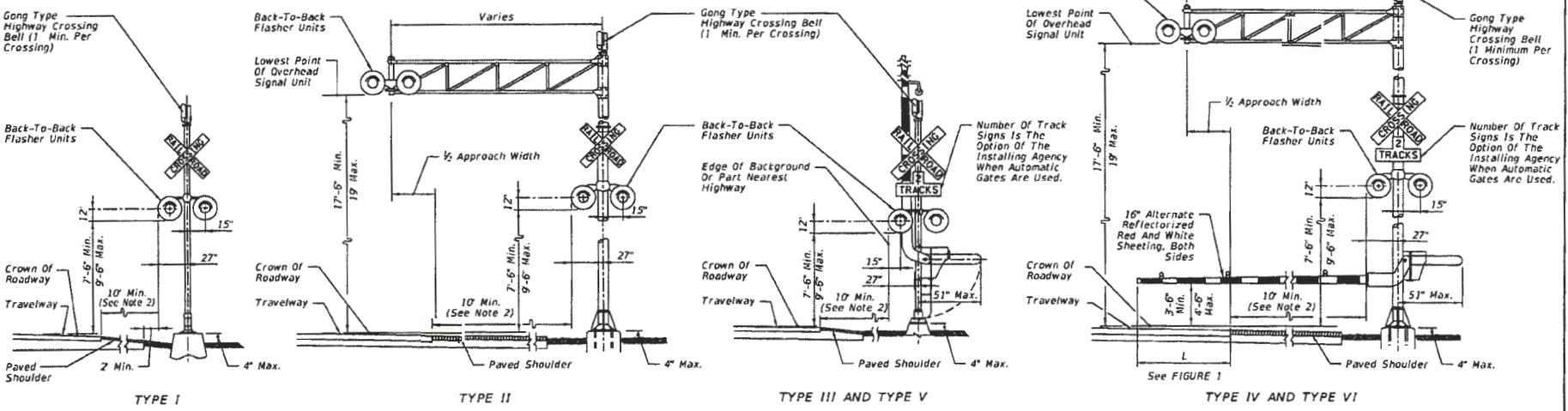
FIGURE 1

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

GENERAL NOTES:

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

SIGNAL PLACEMENT AT RAILROAD CROSSING (4 - LANE DESIGN)

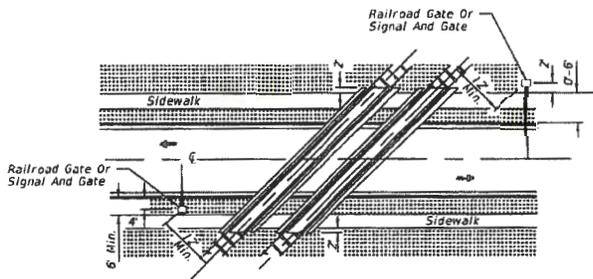


TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY

LAST REVISION 02/05/21	DESCRIPTION: Deleted railroad signage and pavement marking details.	FDOT	FY 2021-22 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 1 of 3
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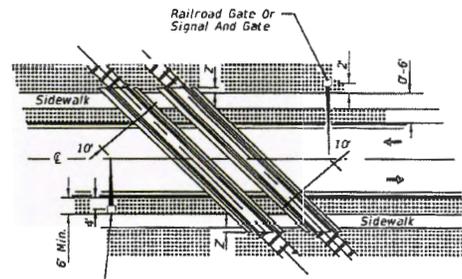
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2/5/2021

CM3045



ACUTE ANGLE (AND RIGHT ANGLE)

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

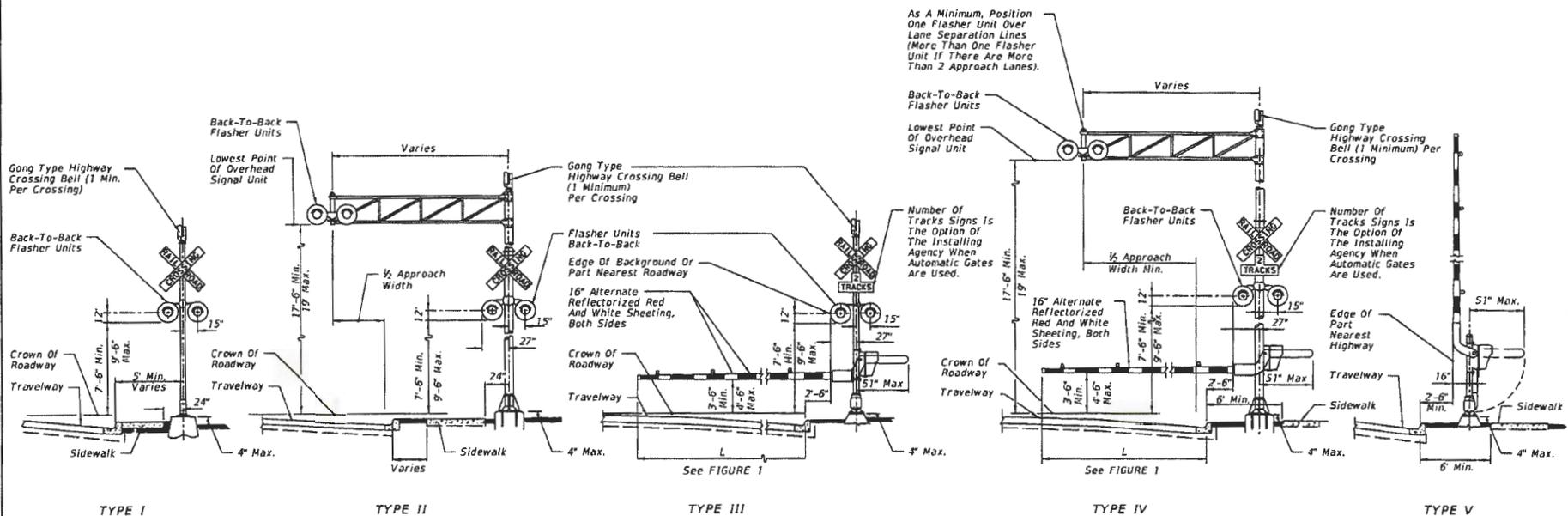


OBTUSE ANGLE

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'-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.



TYPE I

TYPE II

TYPE III

TYPE IV

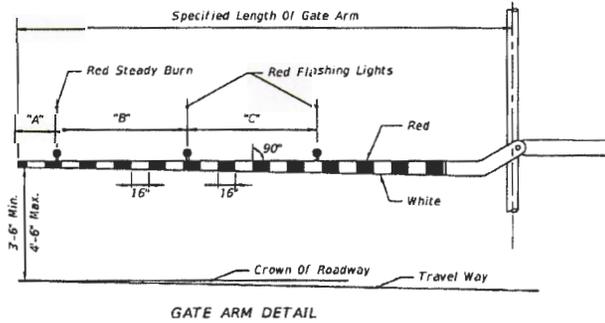
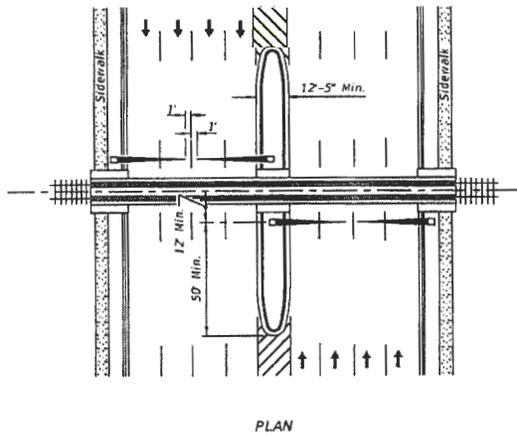
TYPE V

TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

12.12.18
2/16/20

LAST REVISION 02/05/21	DESCRIPTION: Deleted railroad signage and pavement marking details.	 FY 2021-22 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 2 of 3
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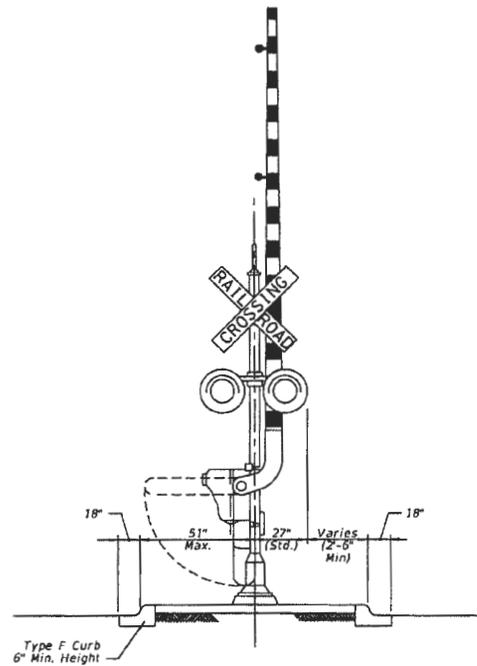
CM3045



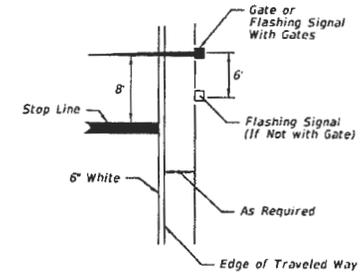
RAILROAD GATE ARM LIGHT SPACING			
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	8'	9'
38 And Over	36"	7'	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 SECTION AT SIGNAL GATES



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS
(Three or More Driving Lanes in one Direction, 45 mph or less)

12:12:51 PM 02/05/21

LAST REVISION
02/05/21

REVISION
DESCRIPTION:
Added Relative Location of Crossing
Traffic Control Devices details.



FY 2021-22
STANDARD PLANS

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

INDEX
509-070

SHEET
3 of 3

CM3045

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY RESOLUTION

725-090-55
 RAIL
 OGC -01/20

GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
447915-4-57-01	Bonnieview Road	NASSAU	1(74000-SIGP)	RHH-D221-119B

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. 182

ON MOTION OF Commissioner Gray, seconded by Commissioner Be11, the following RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on Bonnieview 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 447915-4-57-01 on Bonnieview Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 620813Y located near Fernandina Beach, 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 13th day of Sep., 21.

 Chairman of the Board of County Commissioners

ATTEST:

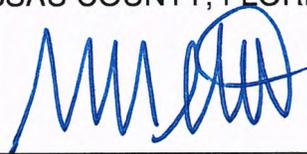
 Clerk of the Board of County Commissioners

(SEAL)

grade crossing traffic control devices designated as Financial Project. (Financial Project ID No. 447915-4-57-01) (Said copy being attached as Exhibit "A").

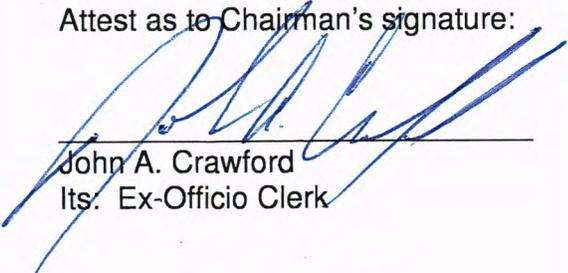
2. Department of Transportation and Nassau County is hereby approved, and the Chairman is authorized to execute said agreement.

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

RESOLUTION NO. 2021 - 181**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 Bonnieview Road; and

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System on Bonnieview 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

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

NOW, THEREFORE, BE IT RESOLVED, this 13th day of September, 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