

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A RAILROAD REIMBURSEMENT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, AND ST. JOHNS COUNTY, FLORIDA, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System on Kings Estate 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 County shall assume its share of costs for future maintenance and adjustment of said grade crossing control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT, attached hereto, and incorporated herein; and

WHEREAS, the County staff has reviewed the terms, conditions, provisions, and requirements of the Railroad Reimbursement Agreement; and

WHEREAS, the County staff has determined that approving the Railroad Reimbursement Agreement is in the interest of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, that:

Section 1. The above recitals are hereby adopted as legislative findings of fact.

Section 2. The Board of County Commissioners hereby approve the terms, conditions, provisions, and requirements of the attached and incorporated Railroad Reimbursement Agreement between the State of Florida, Department of Transportation, and St. Johns County, Florida, and authorizing the County Administrator, or designee, to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of Jan., 2009.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Attest:

Deputy Clerk

By:

Cyndi Stevenson, Chair

RENDITION DATE 1/9/09

COUNTY RESOLUTION
GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42397015701	Kings Estate Road	ST. JOHNS	1(78000-SIGC)	RHP-00S2-046J

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. _____

ON MOTION OF Commissioner _____,
seconded by Commissioner _____, 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 Kings Estate 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 St. Johns COUNTY, FLORIDA;

That St. Johns County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the Florida East Coast Railway Company Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Number 423970-1-57-01 on Kings Estate Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 271892-X located near St. Augustine Florida; and

That the County assume it's share of the costs for future maintenance and adjustment of said grade crossing 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 Florida East Coast Railway Company Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board of County Commissioners of St. Johns County County, Florida, in regular session this _____ day of _____, _____.

Chairman of the Board of County Commissioners

ATTEST: _____ (SEAL)
Clerk of the Board of County Commissioners

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42397015701	KINGS ESTATE RD	ST. JOHNS	1(78000-SIGC)	RHP-00S2-046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and FLORIDA EAST COAST RAILWAY COMPANY, a corporation organized and existing under the laws of FLORIDA, with its principal place of business in the City of JACKSONVILLE, County of DUVAL, State of FLORIDA, hereinafter called the COMPANY; and ST. JOHNS 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 42397015701, on KINGS ESTATE RD, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 40.51, FDOT/AAR Crossing Number 271892X, at or near ST. AUGUSTINE, as shown on DEPARTMENT'S Plan Sheet No. 1, attached hereto as a part hereof; and

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

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.

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

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

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

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure 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 \$ 217,240.00 . 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 \$ 0.00 , 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) \$ 0.00 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 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) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

18. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered

or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 from the date of being placed on the convicted vendor list.

21. In accordance with Section 287.0582, Florida Statutes, the following provisions are included in this Agreement:

The Department's obligation to pay under this section 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. Paragraph 22 was stricken, prior to execution by all parties at the request of Florida East Coast Railway L.L.C.

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: _____
(TITLE: DISTRICT SECRETARY)

COMPANY: FLORIDA EAST COAST RAILWAY COMPANY

BY:  **General Manager
Signals & Communications**

ST. JOHNS _____ COUNTY, FLORIDA

BY: _____
(TITLE: CHAIRMAN, BD. OF COUNTY COMMISSION)

Legal Review
BY: _____
Attorney - DOT Date

Approved as to Funds Available
BY: See Attached Enc. Dated 11/21/08
Comptroller - DOT Date

Approved as to FAPG Requirements
BY: EXEMPT
FHWA Date

Whitney, Donna

From: The job FI989HLR
Sent: Friday, November 21, 2008 2:08 PM
To: Whitney, Donna
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT APD34

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #APD34 Contract Type: AA Method of Procurement: R
Vendor Name: FL E CST RAILWAY
Vendor ID: VF596001115001
Beginning date of this Agmt: 12/17/08
Ending date of this Agmt: 12/17/11
Contract Total/Budgetary Ceiling:

Description:
Install flashing lights and gates and CWT at Kings Estate Ro ad

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: LOA Funds have been: APPROVED

55 022020227 *PT	*134004 *	217240.00	*42397015701	*127 *
2009	*55100100		*088808/09	
W001	*00	* KINGS	*0001/04	

TOTAL AMOUNT: *\$ 217,240.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 11/21/2008

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/06

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42397015701	KINGS ESTATE ROAD	ST. JOHNS	1(78000-SIGC)	RHP-00S2-046J

COMPANY NAME: FLORIDA EAST COAST RAILWAY COMPANY

A. FDOT/AAR XING NO.: 271892X RR MILE POST TIE: 40.51

B. TYPE SIGNALS PROPOSED III CLASS III DOT INDEX: 17882

**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	Flashing Signals - One Track	\$2,086.00
II	Flashing Signals - Multiple Tracks	\$2,760.00
III	Flashing Signals and Gates - One Track	\$3,146.00
IV	Flashing Signals and Gates - Multiple Tracks	\$3,950.00

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, 2006 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.

WORK DESCRIPTION**GRADE CROSSING TRAFFIC CONTROL DEVICES**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42397015701	KINGS ESTATE ROAD	ST. JOHNS	1(78000-SIGC)	RHP-00S2-046J

RAILROAD COMPANY

FLORIDA EAST COAST RAILWAY COMPANY

- A. JOB DESCRIPTION & LOCATION: FL & GATES, CWT, EVENT RECORDER AT KINGS ESTATE RD
- B. TYPE OF ROADWAY FACILITY: TWO LANES, UNDIVIDED
- C. FDOT/AAR XING NO.: 271892X RR MILE POST TIE: 40.51
- D. TYPE CROSSING PROPOSED: III CLASS: III DOT INDEX NO.: 17882
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES: (See Agreement dated 5/1/1978)
- None-New Crossing.
 - Crossbuck and Disk.
 - Flashing Signals with Disk.
 - Flashing Signals with Cantilever.
 - Flashing Signals with Gates.
 - Flashing Signals with Cantilever and Gates.
2. PROPOSED DEVICES: (Safety Index Rating 698)
- No revision required.
 - Crossbuck and Disk.
 - Flashing Signals and Disk.
 - Flashing Signals with Cantilever.
 - Flashing Signals with Gates.
 - Flashing Signals with Cantilever and Gates.
 - Relocate existing signal devices:
 - (With-Without) addition of Gates.
 - (With-Without) synchronization with highway traffic signals.
 - (With-Without) constant warning time.
- F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
- N/A By Others (_____ Company.)
 - By Railroad Company.
- G. AUTHORITY REQUESTED: (Draft attached: Yes No.)
- Agreement (Third Party Participating ST. JOHNS COUNTY)
 - Supplemental Agreement No. _____
 - Crossing Permit.
 - Estimate for Change Order No. _____
 - Letter of Authority.
 - Letter of Confirmation (No Cost to Department).
- H. OTHER REMARKS:

Negotiations to be completed by: APRIL, 2009

Signal installation target date: _____

Synchronization: (Draft attached Yes No.)



2007/2008 DIAGNOSTICS

DATE: 07/20/07
FILE: 10.2
TYPE: III
CLASS: III
NO. OF DAYS: 11
AAR / DOT #: 271892X
MILE POST: 40+2696'

FLORIDA EAST COAST RAILWAY
OFFICE OF THE GENERAL MANAGER
OF SIGNALS AND COMMUNICATIONS

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT KINGS ESTATES ROAD.
This estimate should be considered void after one (1) year.

Table with 4 columns: MATERIAL, UNIT COST, UNITS, TOTAL COST. Rows include GATE ASSEMBLIES, GATES, GATE FOUNDATIONS, 6' X 6' WIRED CASE, GENERATOR CASE W/ TRANSFER SWITCH, BATTERY BOX, BATTERIES, SAFT SPL250, MISC. GROUND MATERIAL, CONDUIT & DIRECTIONAL BORE, CABLE, MISCELLANEOUS RELAY EQUIPMENT, MONITORING EQUIPMENT, SANITATION & DISPOSAL, FREIGHT & HANDLING, TAX @ 6.5%, TOTAL MATERIALS, EXCAVATING EQUIPMENT PER DAY, EQUIPMENT RENTAL PER DAY, FOREMAN'S TRUCK PER DAY, GANG TRUCK PER DAY, SUPERVISORS TRUCK PER DAY, EQUIPMENT TOTAL, ENGINEERING, ENGINEERING TOTAL, CONSTRUCTION SUPERVISION, LABOR ADDITIVE, SUPERVISION TOTAL, LABOR PER DAY, NUMBER OF DAYS, LABOR ADDITIVE, TOTAL LABOR, GANG EXPENSES PER DAY, NUMBER OF DAYS, TOTAL GANG EXPENSES, SUB-TOTAL, CONTINGENCIES 5%, and TOTAL.

10/14/2008

Florida Department of Transportation
Federal Authorization Management System

Notice of Approved Authorization

from Federal Highway Administration
to Participate in Project Costs Incurred
After the Effective Date of Authorization Noted Below

Federal Aid Project Number: **00S2 046**

State Project Number: **423947-1 57 01**

This Notice of Approved Authorization is issued with the stipulation that the Florida Department of Transportation agrees to comply with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highway, (2) The regulations issued pursuant thereto and (3) the policies and procedures promulgated by the Federal Highway Administration relative to the above designates project. The Florida Department of Transportation also agrees to comply with the applicable provisions set forth in CFR Part 630, Subpart C.

Project Location: **KINGS ESTATE RD/ST AUG INSTALL FLASHING LGH /GATES RR271892-
X;RAIL SAFETY PROJECT;CONSTRUCTION**

Character of proposed work: **Administration**

Classification of phase of work to be put under agreement	Effective date of authorization
Highway planning & Research	
Preliminary Engineering	
Right-of-Way	
X Construction	10/10/2008
Other	

Dist.	Appr.	Urban/ With	Total Cost	Federal Share	Federal Funds Under Agreement	Advance Construction
02	LS40		180,000.00	100.0%	180,000.00	0.00
02	LS50		618,300.00	100.0%	618,300.00	0.00
02	LZ20		19,959.00	100.0%	0.00	19,959.00

Department of Transportation

Available funds certified by: **BARBARA BORER**
Approval recommended by: **DANIELLE KING**
Approved and Authorized by: **RICHARD LUTEN**

Date: **10/08/2008**
Date: **10/09/2008**
Date: **10/10/2008**

Federal Highway Administration

Approval Recommended By: **DAVID D. BEALS**
Approved and Authorized By: **SUSAN R. KURTZ**
Agreement Approved By: **SUSAN R. KURTZ**

Date: **10/10/2008**
Date: **10/14/2008**
Date: **10/14/2008**

State Remarks:

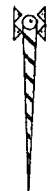
**INITIAL AUTHORIZATION FOR THE RAIL/HIGHWAY GRADE CROSSING SAFETY
IMPROVEMENT PROGRAM IN DISTRICT 2.**

Division Remarks

This Notice of Authorization is not the official FHWA Approved Project Agreement for the project designated above. The official Project Agreement must be printed from FHWA's Fiscal Management Information System (FMIS). The District Federal Aid Coordinator may obtain the Project Agreement at <http://fhwapap05.fhwa.dot.gov/>.

LEGEND

RAIL



FL. LIGHT & GATE ASSEMBLY

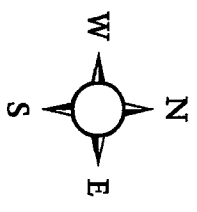
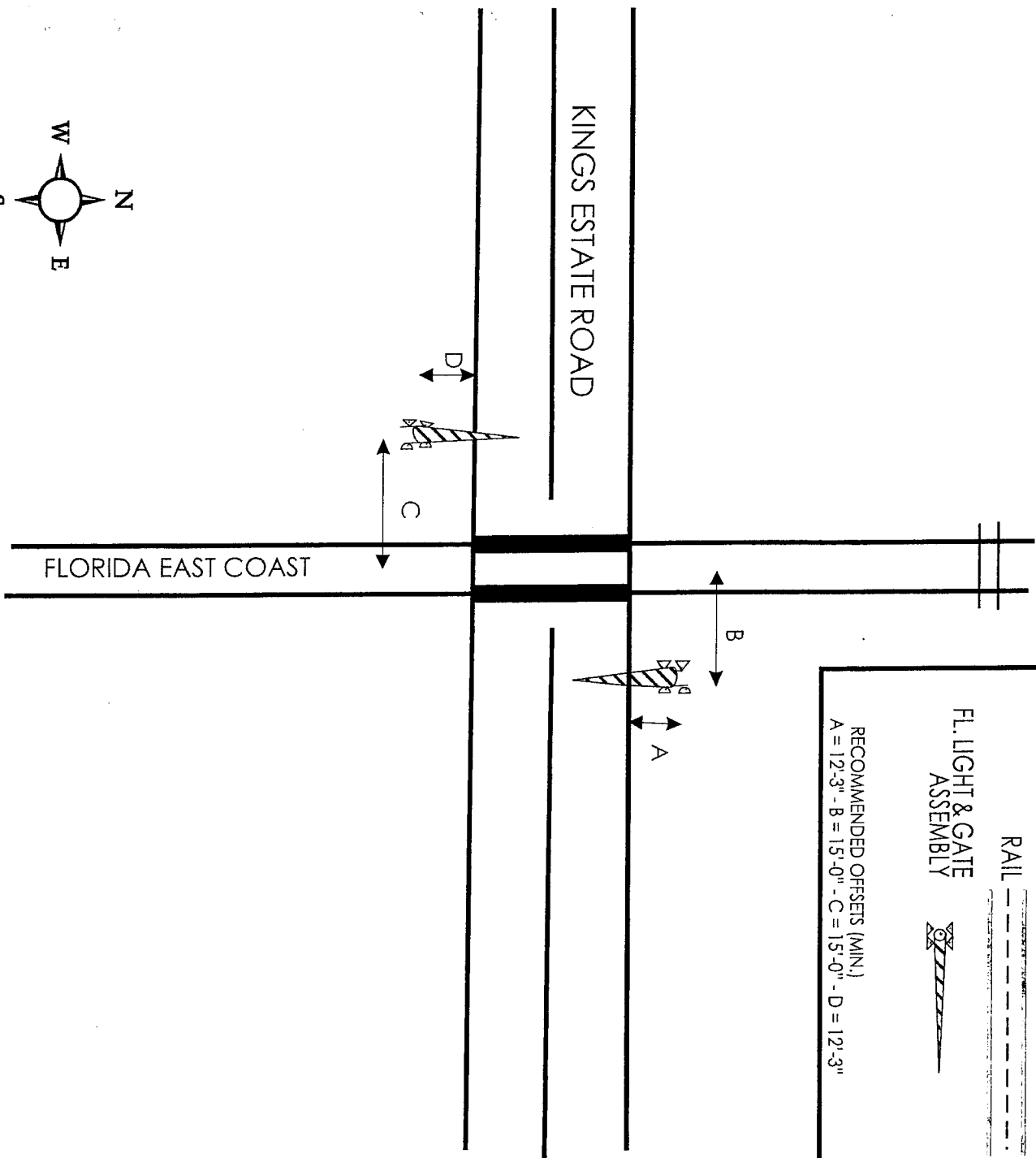
RECOMMENDED OFFSETS (MIN.)
 A = 12'-3" - B = 15'-0" - C = 15'-0" - D = 12'-3"

FIELD SKETCH

XING No: 221892X
 FPID No: 423970-1-57-01
 RRMP: 40.51
 LOCATION: Kings Estate Rd.
 DATE: 7/13/2007
 DRAWING BY: D. Whitney

REMARKS:

Existing: Flashing Lights and Gates.
 Recommendations: Florida East Coast to install new flashing lights and gates with new cabinet, generator case, constant warning time and event recorder.



DISTRICT TWO
 RAIL OFFICE

(904) 360-5665 (386) 961-7868

Florida Department of Transportation

Project No. _____

Diagnostic Field Review Sheet

F.M. No. _____

Rail-Highway Grade Crossing

Data Sheet

Crossing No : 271892X Priority No :698 County : ST. JOHNS City : ST AUGUSTINE RDWY : KINGS ESTATES RD

Classification/Location: Last Updated: 5/9/2008 1:45:11 PM

R.R. Co. : FLORIDA EAST COAST RAILROAD R.R. Branch. : MAIN
 Station. : 491440 R.R. Milepost. : 40.51
 Latitude : 29.845450 Longitude : 81.33201670
 R.R Crossing Status : OPEN--TRACK ACTIVE As of : 7/24/2007

Rail Operations : Last Updated : 7/17/1986

Train Movements : 30
 Max Speed : 60 Effective date : 3/5/2001
 No. of main tracks : 1 Other tracks : 0

Warning devices : Last Updated :

Existing warning : FLandG Type of train detection : MOTION DETECTORS
 Preemption : NOT INTERCONNECTED Advance warning : YES

Physical data : Last updated : 11/20/2002

R.R Crossing angle : 60-90 DEG Highway speed : 35
 No. of Thru lanes : 2 Other lanes : 0
 Crossing condition : EXCELLENT Approach condition : MINOR
 Maintaining agency : COUNTY

Department data : Last updated : 7/24/2007

Traffic vol.(AADT) : 8193 As of : 2003
 School bus count : 24 As of : 2008
 Percent trucks : 0

Safety data : Last updated 5/13/2008

Pred. accident/year : 0.0441 Recommended warning device : FL & G
 Safety index : 55.22 As of : 5/13/2008

Description of Site/Installation conflicts :

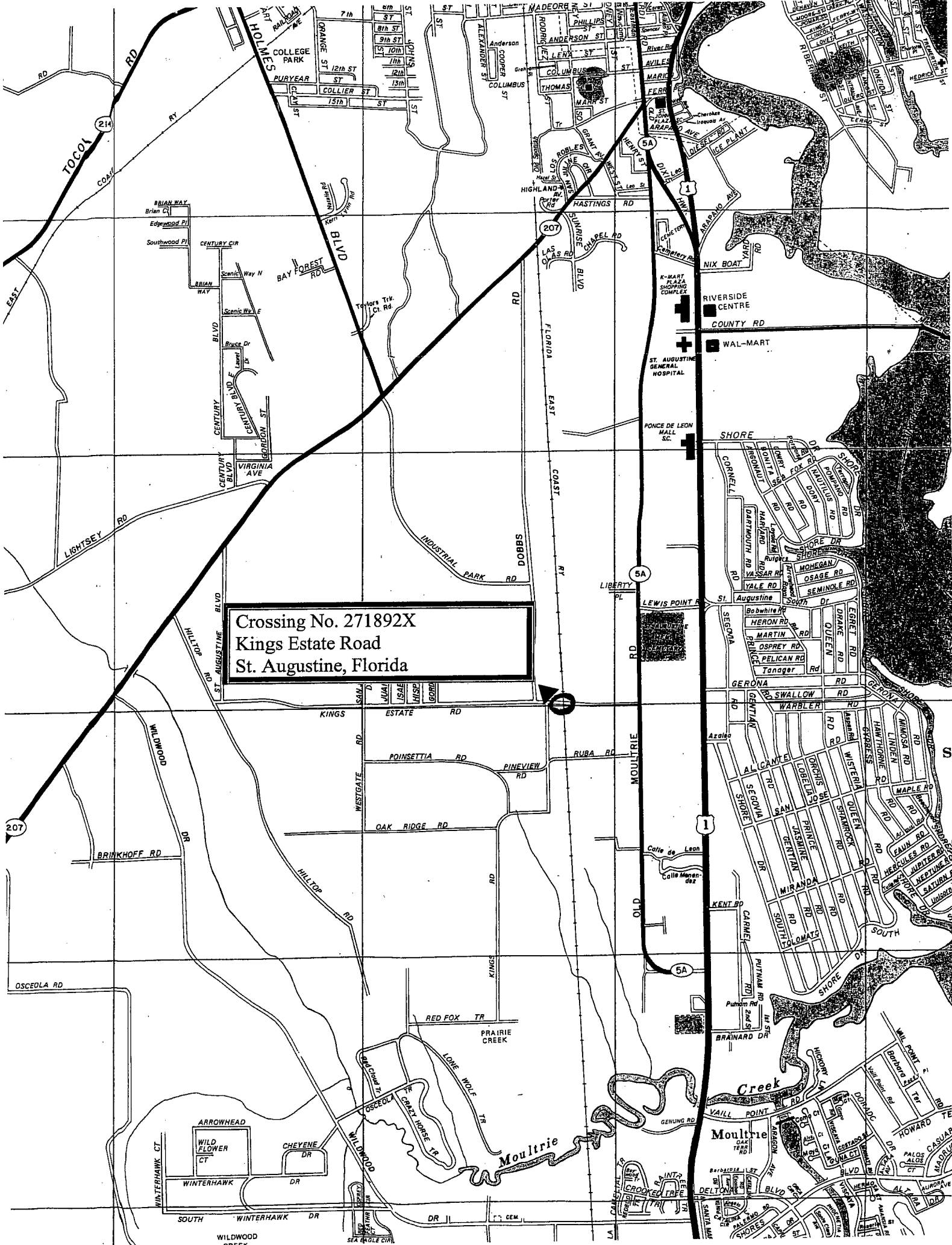
Review team recommendations :

Florida East Coast to install flashing lights and gates with new Signal Cabinet, Generator Case, Constant Warning Time and Event Recorder.

Date reviewed : 7/13/2007 by : _____

Review team personnel :
 Karin Charron, FDOT; Donna Whitney, FDOT; Mike Dross, FDOT; Randy Warden, FDOT;
 Ron Crawford, FEC; James Powell, FEC; Andy Ames, St. Johns County; Richard Reid, St. Johns
 County; Jerry Andrews, St. Johns County; Harry Mein, St. Johns County

Crossing No. 271892X
Kings Estate Road
St. Augustine, Florida



COUNTY RESOLUTION
GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42397015701	Kings Estate Road	ST. JOHNS	1(78000-SIGC)	RHP-00S2-046J

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. _____

ON MOTION OF Commissioner _____,
seconded by Commissioner _____, 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 Kings Estate 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 St. Johns COUNTY, FLORIDA;

That St. Johns County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the Florida East Coast Railway Company Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Number 423970-1-57-01 on Kings Estate Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 271892-X located near St. Augustine, Florida; and

That the County assume it's share of the costs for future maintenance and adjustment of said grade crossing control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

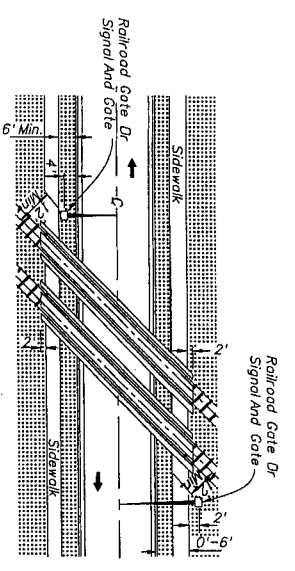
That the Chairman and Clerk of the Board of Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and Florida East Coast Railway Company Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

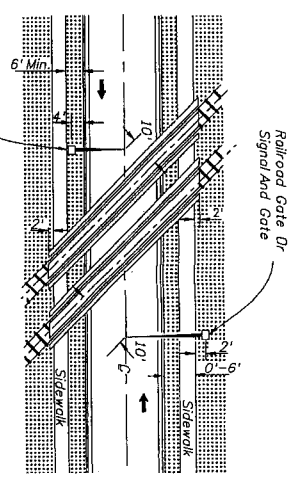
INTRODUCED AND PASSED by the Board of County Commissioners of St. Johns County County, Florida, in regular session this _____ day of _____, _____.

Chairman of the Board of County Commissioners

ATTEST: _____ (SEAL)
Clerk of the Board of County Commissioners



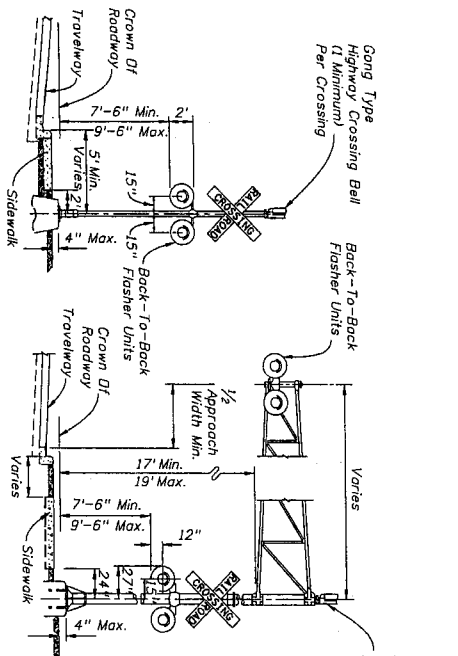
SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)
(ACUTE ANGLE (AND RIGHT ANGLE))



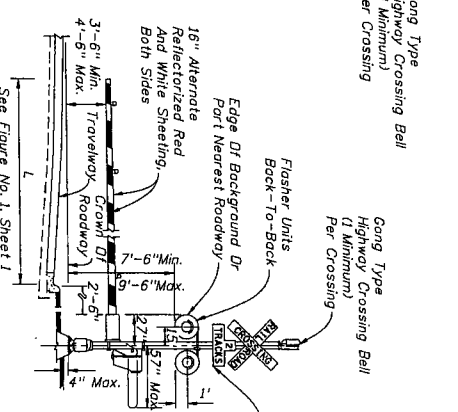
SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)
(OBTUSE ANGLE)

GENERAL NOTES

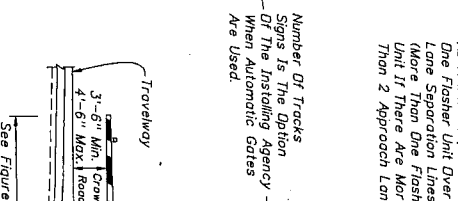
1. The location of flashing signals and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location 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, approach 15' from nearest rail; or 8' from end parallel to gate when present.



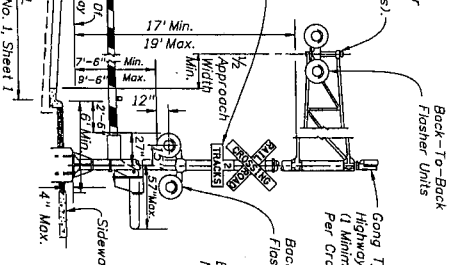
TYPE I



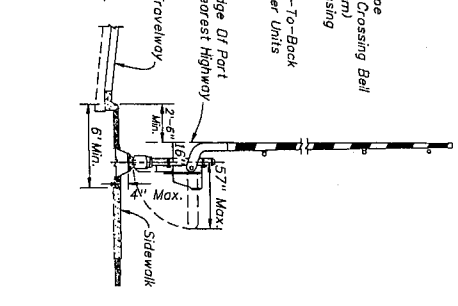
TYPE II



TYPE III



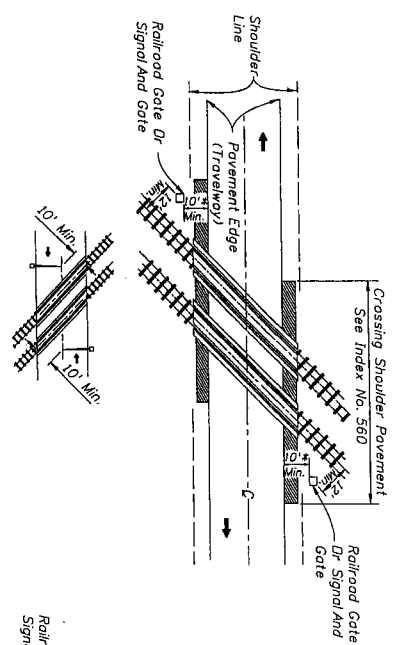
TYPE IV



TYPE V



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



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

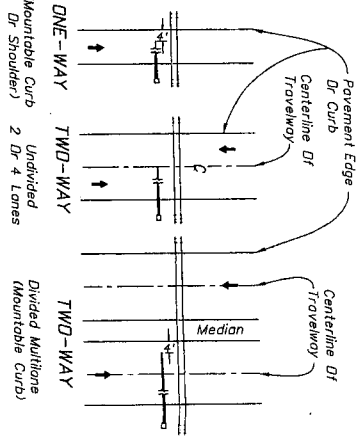
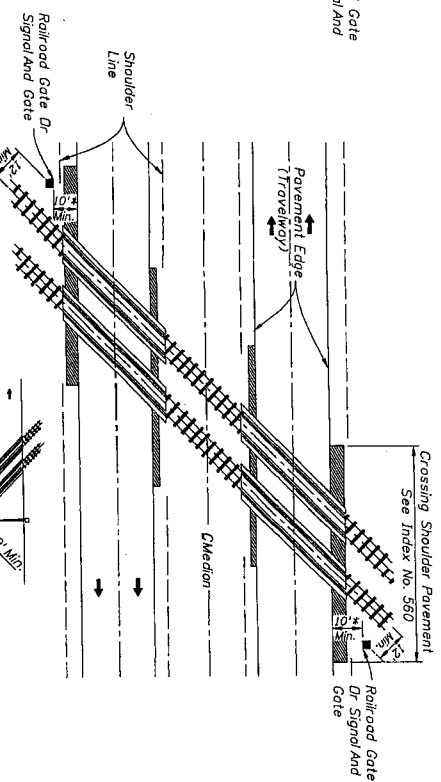
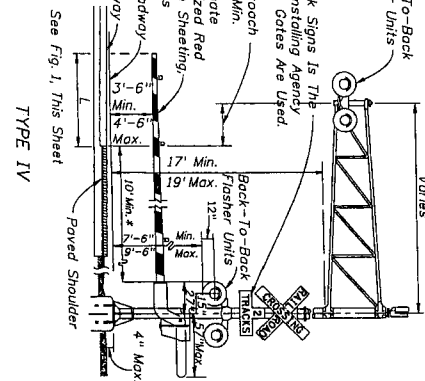
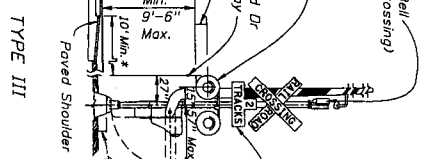
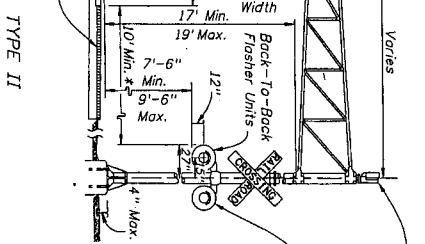
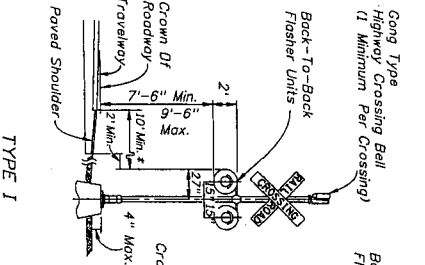


FIGURE 1
Gate Length Requirements
See Note 5 Sheet 3



General/Notes

1. No quartzalis 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 should be no higher than 4" above finished shoulder grade.
4. Type of traffic control device
 - I Flashing signals
 - II Flashing signals with cantilever
 - III Flashing signals with gate
 - IV Flashing signals with cantilever & gate V gate
5. Class of traffic control devices
 - I Flashing signals - one track
 - II Flashing signals - multiple tracks
 - III Flashing signals and gates - one track
 - IV Flashing signals and gates - multiple tracks

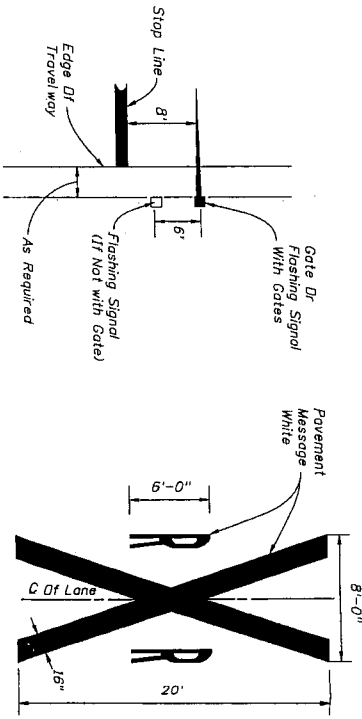
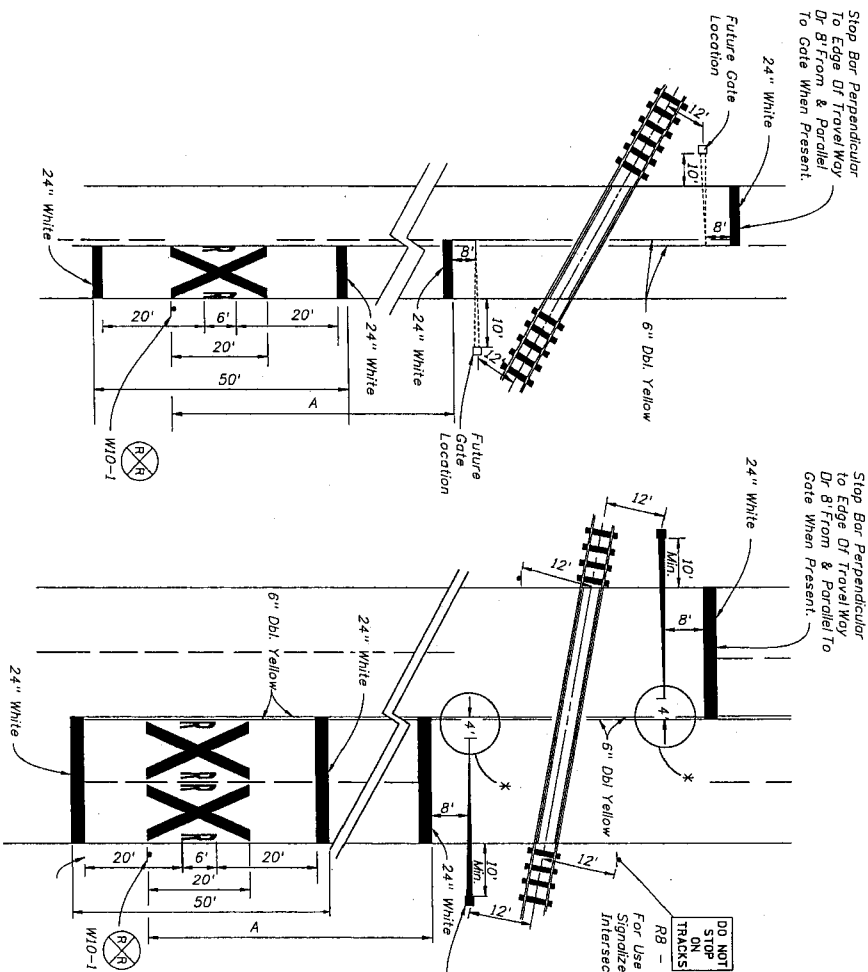
Note:
Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.

* When 10' is deemed impracticable the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.

RAILROAD CROSSING AT
TWO (2)-LANE ROADWAY

RAILROAD CROSSING AT
MULTILANE ROADWAY

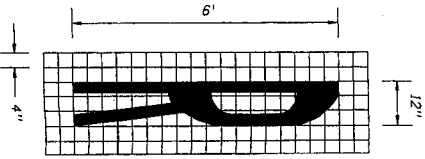
RELATIVE LOCATION OF CROSSING TRAFFIC
CONTROL DEVICES



Railroad Protection Device Is Not To Be Located Within 12' Of The RR Center Line.

NOTES:

1. When computing pavement message, quantities do not include traverse lines.
2. Placement of sign W10-1 in a residential or business district, where the speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100' from the crossing. Where street intersections occur between the RR pavement message and the tracks an additional W10-1 sign and additional pavement message should be used.
3. A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
4. Recommended location for FTP-61-05 or FTP-62-06 signs, 100' urban and 300' rural. See Index 17355 for sign details.
5. Gate Length Requirements:
For Two-way undivided sections:
The gate should extend to within 1' of the center line. On multiple approaches the maximum gate length may not reach to within 1' of the center line. For those cases, the distance from the gate to the center line shall be a maximum of 4'.
For one-way or divided sections:
The gate shall be of sufficient length such that the distance from the gate tip to the inside edge of pavement is a maximum of 4'.

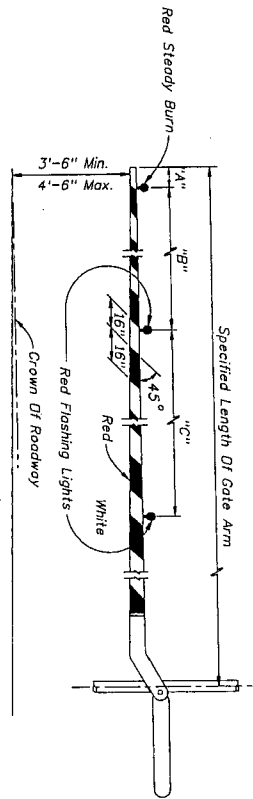


SPEED MPH	"A" IN. FT.
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 MIN.



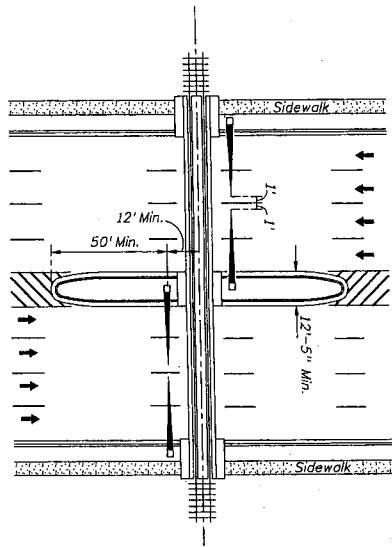
2008 FDOT Design Standards
RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

Sheet No. 3 of 4
REVISED 1/7882

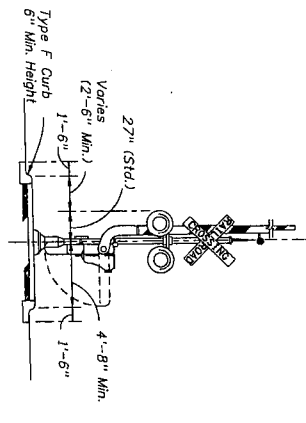


Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

RAILROAD GATE ARM LIGHT SPACING



PLAN



MEDIAN SECTION AT SIGNAL GATES

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)



2008 FDOT Design Standards
RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

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Sheet No. 4 OF 4