

RESOLUTION NO. 2010-232

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, 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 AUTHORIZING THE CHAIR OF THE ST. JOHNS COUNTY COMMISSION 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 Palmer Street 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, St. Johns County enters 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 427392-1-57-01 on Palmer Street which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 271848-K located near St. Augustine, and

WHEREAS, the County shall assume its share of the costs for future maintenance and adjustment of said grade crossing control devices as designated in the Railroad Reimbursement Agreement.

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

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the attached and incorporated Railroad Reimbursement Agreement between the Board of County Commissioners of St. Johns County, the State of Florida Department of Transportation and the Florida East Coast Railway Company and authorizes the Chair to execute the Agreement on behalf of the County.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 19th day of October 2010.

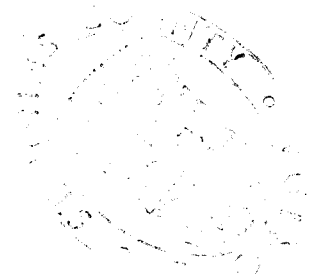
**BOARD OF COUNTY
COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Attest: Cheryl Strickland, Clerk

By:

By: Pam Halterman
Deputy Clerk

Ron Sanchez
Ron Sanchez, Chair





Florida Department of Transportation

1109 South Marion Avenue
M.S. 2018
Lake City, Florida 32025
September 16, 2010

CHARLIE CRIST
GOVERNOR

STEPHANIE C. KOPELOUSOS
SECRETARY

RECEIVED

SEP 17 2010

ST. JOHNS COUNTY
PUBLIC WORKS

Mr. Joe Stephenson
Public Works Director
St. Johns County
1625 State Road 16
St. Augustine, Florida 32084

Project ID No. 427392-1-57-01
St. Johns County, FAP No. HSP-8887-871A
Road Name – Palmer Street, Parcel 1(78000-SIGC)
Crossing No. 271848-K, RRMP: 37.08

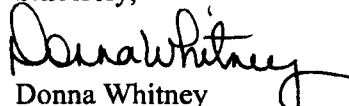
Dear Mr. Stephenson:

The Department proposes to install new foundations for existing cantilevers, install new gate mechanisms, new pedestrian signal gate, event recorder, generator case, new signal house with relay and wire house for future advanced preemption and install 8 LED light inserts at the above referenced crossing location as shown on the work description sheet and preliminary plans. The project is presently scheduled for completion of negotiations by October, 2010. Your cooperation toward having all agreements authorized prior to that date will be appreciated.

Please have the attached drafts executed and return to this office for final authorization. **Also, please execute the attached resolution.** After final execution, I will return a fully executed original to your office for your records.

Should additional information or meeting with Department representatives be needed, please contact my office at (386) 961-7868 or Karin Charron, District Railroad Coordinator at (904) 360-5665.

Sincerely,


Donna Whitney
District Rail Specialist

/DW

cc: Scott Allbritton, Tallahassee Rail Office
Karin Charron, District Railroad Coordinator

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
42739215701	PALMER STREET	ST. JOHNS	1(78000-SIGC)	8887-871A

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 PALMER STREET 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 427392-1-57-01 on PALMER STREET which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 271848-K 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
42739215701	PALMER STREET	ST. JOHNS	1(78000-SIGC)	8887-871A

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 42739215701, on PALMER STREET, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 37.08, FDOT/AAR Crossing Number 271848-K, 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:

- 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 Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, one hundred(100%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY, 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 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 \$ 300,000.00 . 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) 413-5516 or by calling the Department of Financial Services Hotline, 1-877-693-5236.

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, 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.

21. In accordance with Section 287.0582, Florida Statutes, the following provisions 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 change, 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 two (2) was revised prior to execution by all parties.

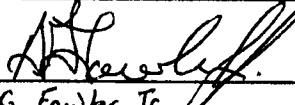
24. Paragraph 22 was stricken prior to execution by all parties at the request of Florida East Coast Railway, L.L.C.

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 TWO SECRETARY)

COMPANY: FLORIDA EAST COAST RAILWAY COMPANY

BY:  **General Manager**
Signals & Communications
A.G. Fowler Jr.

ST. JOHNS COUNTY, FLORIDA

BY: _____
(TITLE: CHAIRMAN, COUNTY COMMISSIONERS)

Legal Review

BY: _____
Attorney - DOT Date

Approved as to Funds Available

BY: See Attached Enc. Dated 9/15/2010
Comptroller - DOT Date

Approved as to FAPG Requirements

BY: EXEMPT
FHWA Date

Whitney, Donna

From: The job F1989WMR
Sent: Wednesday, September 15, 2010 3:57 PM
To: Whitney, Donna
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQ190

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AQ190 Contract Type: AA Method of Procurement: R
Vendor Name: FL E CST RAILWAY
Vendor ID: VF596001115001
Beginning date of this Agmt: 09/30/10
Ending date of this Agmt: 09/30/12
Contract Total/Budgetary Ceiling:

Description:
Palmer Street in St. Augustine, FL - Upgrade railroad signal s.

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	024010206	*OM	*790087	*	300000.00	*42739215701	*127	*
2011			*55150200			*088796/11		
W001			*00	*	AGR1	*0001/04		

TOTAL AMOUNT: *\$ 300,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 09/15/2010

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

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42739215701	PALMER STREET	ST. JOHNS	1(78000-SIGC)	8887-871A

COMPANY NAME: FLORIDA EAST COAST RAILWAY COMPANY

A. FDOT/AAR XING NO.: 271848-K RR MILE POST TIE: 37.08

B. TYPE SIGNALS PROPOSED IV 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.

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

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42739215701	PALMER STREET	ST. JOHNS	1(78000-SIGC)	8887-871A

RAILROAD COMPANY

FLORIDA EAST COAST RAILWAY COMPANY

- A. JOB DESCRIPTION & LOCATION: INSTALL FLASHING LIGHTS & GATES AT PALMER STREET
- B. TYPE OF ROADWAY FACILITY: TWO LANES UNDIVIDED
- C. FDOT/AAR XING NO.: 271848-K RR MILE POST TIE: 37.08
- D. TYPE CROSSING PROPOSED: IV CLASS: III DOT INDEX NO.: 17882
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES: (See Agreement dated 1/15/1993)
 - a. None-New Crossing.
 - b. Crossbuck and Disk.
 - c. Flashing Signals with Disk.
 - d. Flashing Signals with Cantilever.
 - e. Flashing Signals with Gates.
 - f. XX Flashing Signals with Cantilever and Gates.
 2. PROPOSED DEVICES: (Safety Index Rating 594)
 - a. No revision required.
 - b. Crossbuck and Disk.
 - c. Flashing Signals and Disk.
 - d. Flashing Signals with Cantilever.
 - e. Flashing Signals with Gates.
 - f. XX Flashing Signals with Cantilever and Gates.
 - g. Relocate existing signal devices:
 - (1) (With-Without) addition of Gates.
 - (2) (With-Without) synchronization with highway traffic signals.
 - (3) (With-Without) constant warning time.
- F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1. N/A By Others (_____ Company.)
 2. By Railroad Company.
- G. AUTHORITY REQUESTED: (Draft attached: Yes No.)
1. XX Agreement (Third Party Participating ST. JOHNS 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: SEPT, 2010

Signal installation target date: _____

Synchronization: (Draft attached Yes No.)



2010 DIAGNOSTICS

DATE: 08/31/09

FILE: 10.2

TYPE: IV

CLASS: III

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

NO. OF DAYS: 14

AAR / DOT #: 271848K

MILE POST: 37+421'

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT PALMER STREET.

This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	\$9,784.00	2 EA.	\$19,568.00
GATES	\$500.00	3 EA.	\$1,500.00
12" LED LIGHT INSERTS	\$165.00	16 EA.	\$2,640.00
GATE FOUNDATIONS	\$675.00	3 EA.	\$2,025.00
CANTILEVER FOUNDATIONS	\$3,890.00	2 EA.	\$7,780.00
6' X 6' WIRED CASE	\$46,500.00	1 EA.	\$46,500.00
GENERATOR CASE W/ TRANSFER SWITCH	\$5,615.00	1 EA.	\$5,615.00
BATTERY BOX	\$675.00	1 EA.	\$675.00
BATTERIES, SAFT SPL250	\$250.00	30 EA.	\$7,500.00
MISC. GROUND MATERIAL	\$1,854.66	1 PKG.	\$1,854.66
CONDUIT & DIRECTIONAL BORE	\$45.00	125 FT.	\$5,625.00
CABLE	\$7,200.00	1 PKG.	\$7,200.00
MISCELLANEOUS RELAY EQUIPMENT	\$1,120.00	1 PKG.	\$1,120.00
POWER SERVICE	\$1,800.00	1 EA.	\$1,800.00
MONITORING EQUIPMENT	\$10,725.00	1 PKG.	\$10,725.00
DEMOLITION, SANITATION & DISPOSAL	\$7,500.00	1 PKG.	\$7,500.00
FREIGHT & HANDLING			\$30,532.00
TAX @ 6.5%			<u>\$7,938.00</u>
TOTAL MATERIALS			\$168,097.66
EXCAVATING EQUIPMENT PER DAY	\$417.10	14 DAYS	\$5,839.40
EQUIPMENT RENTAL PER DAY	\$200.00	14 DAYS	\$2,800.00
FOREMAN'S TRUCK PER DAY	\$224.70	14 DAYS	\$3,145.80
GANG TRUCK PER DAY	\$647.30	14 DAYS	\$9,062.20
SUPERVISORS TRUCK PER DAY	\$142.60	14 DAYS	<u>\$1,996.40</u>
EQUIPMENT TOTAL			\$22,844.00
ENGINEERING	\$7,500.00	1	<u>\$7,500.00</u>
ENGINEERING TOTAL			\$7,500.00
CONSTRUCTION SUPERVISION	\$364.00	14 DAYS	\$5,096.00
LABOR ADDITIVE			<u>\$2,942.00</u>
SUPERVISION TOTAL			\$8,038.00
LABOR PER DAY	\$1,286.24		\$18,007.00
NUMBER OF DAYS		14	
LABOR ADDITIVE			<u>\$10,586.00</u>
TOTAL LABOR			\$28,593.00
GANG EXPENSES PER DAY	\$602.00		
NUMBER OF DAYS		14	
TOTAL GANG EXPENSES			\$8,428.00
SUB-TOTAL			\$243,500.66
CONTINGENCIES 5%			<u>\$12,175.00</u>
TOTAL			\$255,680.00

09/02/2010

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: **8887 871**

State Project Number: **427392-1 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, Highways, (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: **PALMER STREET AT ST. AUGUSTINE RR X-ING# 271848-K;RAIL SAFETY PROJECT;CONSTRUCTION.**

Character of proposed work: **Administration**

Classification of phase of work to be put under agreement Highway planning & Research Preliminary Engineering Right-of-Way <input checked="" type="checkbox"/> Construction Other	Effective date <u>of authorization</u> 09/02/2010
---	--

Dist	Appr.	Urban/ With	Total Cost	Federal Share	Federal Funds Under Agreement	Advance Construction
02	LS3E		300,000.00	100.0%	300,000.00	0.00
02	LZ2E		13,590.00	100.0%	0.00	13,590.00

Department of Transportation

Available funds certified by: **BARBARA BORER**
 Approval recommended by: **HEIDI LANGSTON**
 Approved and Authorized by: **DAWN RUDOLPH**

Date: **08/31/2010**
 Date: **08/31/2010**
 Date: **09/02/2010**

Federal Highway Administration

Approval Recommended By: **DAVID D. BEALS**
 Approved and Authorized By: **HUSSEIN SHARIFPOUR**
 Agreement Approved By: **HUSSEIN SHARIFPOUR**

Date: **09/02/2010**
 Date: **09/02/2010**
 Date: **09/02/2010**

State Remarks:

INITIAL AUTHORIZATION FOR RAILROAD CROSSING #271848-K.

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 <https://fhwaapps.fhwa.dot.gov/>.

Florida Department of Transportation

Project No. _____

Diagnostic Field Review Sheet

F.M. No. _____

Rail-Highway Grade Crossing

Data Sheet

Crossing No : 271848K Priority No :594 County : ST. JOHNS City : ST AUGUSTINE RDWY : PALMER ST

Classification/Location:	Last Updated: 5/27/2009 2:35:03 PM
R.R. Co. : FLORIDA EAST COAST RAILROAD Station. : 491440 Latitude : 29.89196670 R.R Crossing Status : OPEN--TRACK ACTIVE	R.R. Branch. : Main R.R. Milepost. : 37.08 Longitude : 81.32918330 As of : 5/27/2009
Rail Operations :	Last Updated : 8/17/1986
Train Movements : 20 Max Speed : 60 No. of main tracks : 1	Effective date : 3/5/2001 Other tracks : 0
Warning devices :	Last Updated :
Existing warning : CFLandG Preemption : NOT INTERCONNECTED	Type of train detection : CONSTANT WARNING TIME Advance warning : YES
Physical data :	Last updated : 11/19/2002
R.R Crossing angle : 60-90 DEG No. of Thru lanes : 2 Crossing condition : GOOD Maintaining agency : CITY	Highway speed : 30 Other lanes : 0 Approach condition : MODERATE
Department data :	Last updated : 5/27/2009
Traffic vol.(AADT) : 5971 School bus count : 72 Percent trucks : 0.60	As of : 2002 As of : 2009
Safety data :	Last updated 4/23/2009
Pred. accident/year : 0.0038 Safety Index : 63.28	Recommended warning device : CFL & G As of :4/23/2009
Description of Site/Installation conflicts :	

Review team recommendations :

Florida East Coast to reuse the two existing cantilevers and just replace the foundations of these existing cantilevers, install three additional foundations for the two new gate mechanisms and one new foundation for a new pedestrian signal gate, install event recorder, generator case, new signal house with relay and wire new house for future advanced preemption and 8 LED light inserts.

Date reviewed :

7/8/2009

Review team personnel :

Karin Charron, FDOT; Donna Whitney, FDOT; Annette Lapkowski, FDOT Tallahassee; Scott Allbritton, FDOT Tallahassee; Henry Parrish, FDOT, Scott Lent, FDOT; Andy Fowler, FEC; James Powell, FEC; Donnie DeVinny, FDOT Palatka; Hank Mine, St. Johns County

FIN NO. 427392-1-57-01
ST. AUGUSTINE, FLORIDA

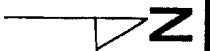
EXISTING: CANTILEVERS, FLASHING LIGHTS AND GATES.

RECOMMENDATIONS: FLORIDA EAST COAST TO REUSE THE TWO EXISTING CANTILEVERS AND REPLACE THE FOUNDATIONS OF EXISTING CANTILEVERS. INSTALL THREE ADDITIONAL FOUNDATIONS FOR THE TWO NEW GATE MECHANISMS AND ONE NEW FOUNDATION FOR A NEW PEDESTRIAN SIGNAL GATE. INSTALL EVENT RECORDER, GENERATOR CASE NEW SIGNAL HOUSE WITH RELAY AND WIRE NEW HOUSE FOR FUTURE ADVANCED PREEMPTION AND 8 LED LIGHT INSERTS.

ST. JOHNS COUNTY TO REPLACE ADVANCED WARNING SIGNS(W10-1), TRIM TREES & ADD SIDE STREET WARNING SIGN(W10-4) FOR FRED WATERS ROAD.

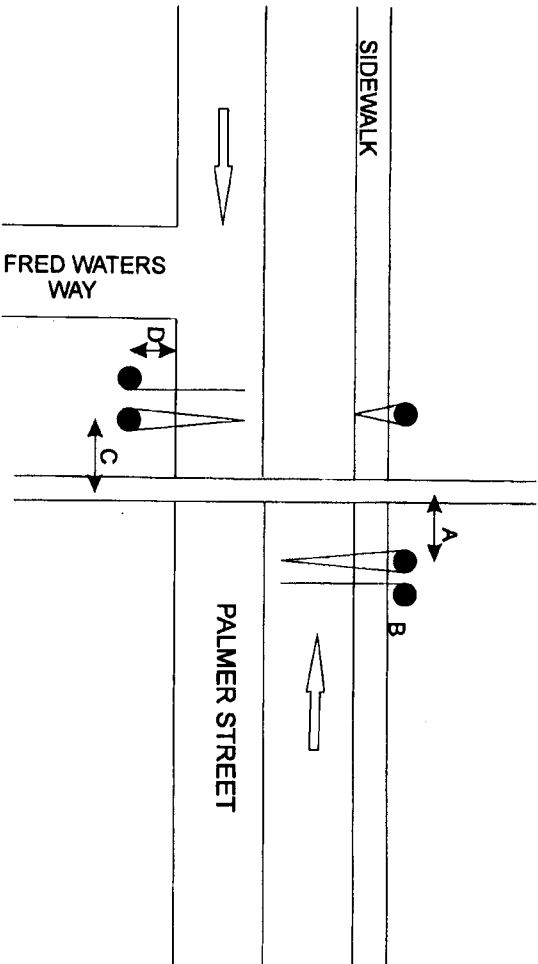
FLORIDA DEPARTMENT OF
TRANSPORTATION

CROSSING NO. 271848-K
COMPANY: FLORIDA EAST COAST
TYPE IV, CLASS III
LOCATION: PALMER STREET
DATE: 7/8/2009



A: 15'
B: BEHIND SIDEWALK

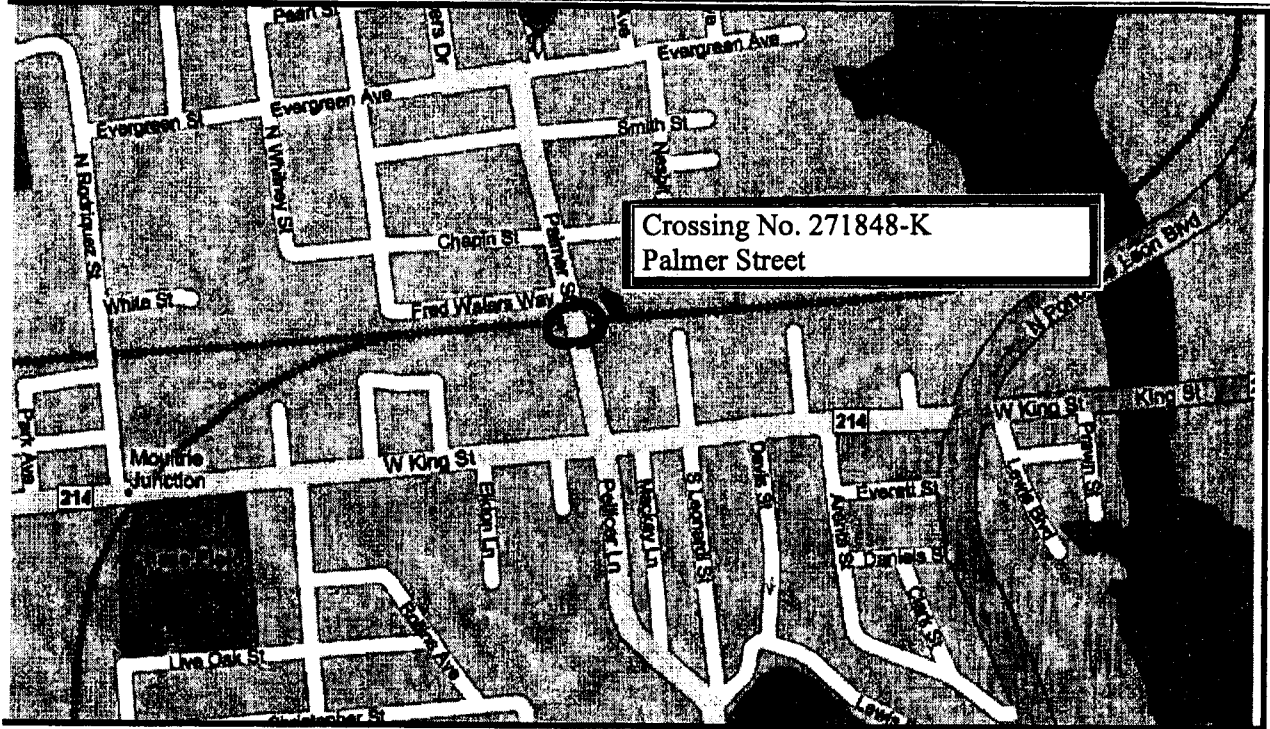
C: 15'
D: 12'3"



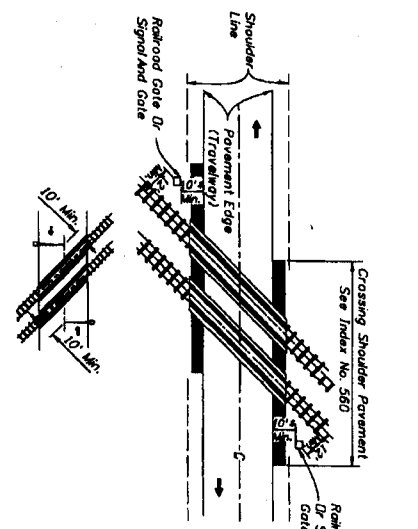
ALL IMPROVEMENTS TO BE MADE
IN ACCORDANCE WITH F.D.O.T.
INDEX NO. 17882

NOT TO SCALE

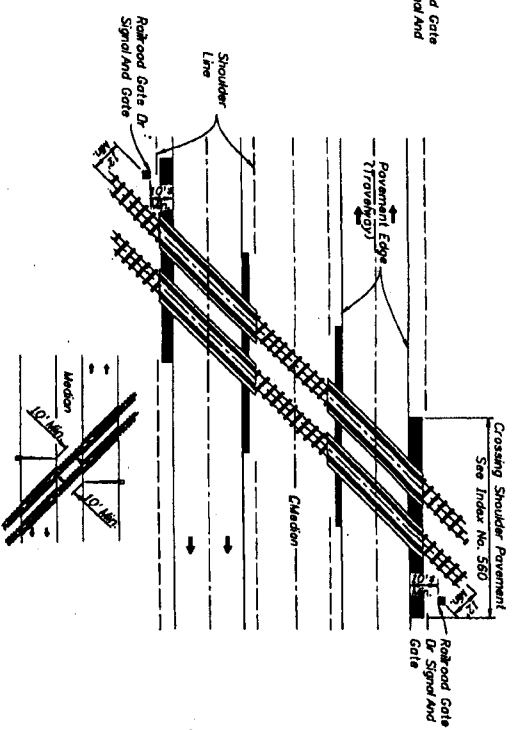
Print this page in a more readable format: Click Print next to the lower-left corner of the map.



Palmer St, St Augustine, FL 32084



SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 - LANE DESIGN)



SIGNAL PLACEMENT AT RAILROAD CROSSING
(4 - LANE DESIGN)

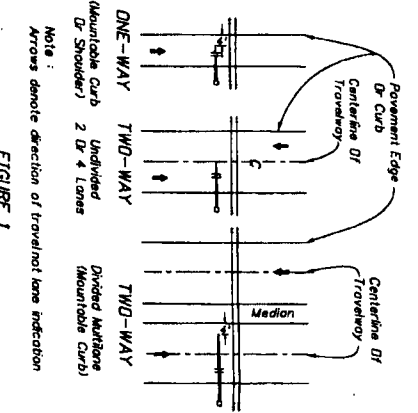
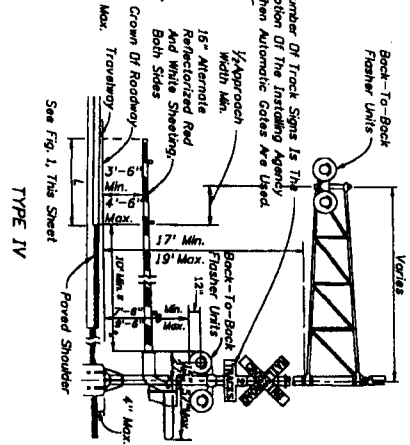
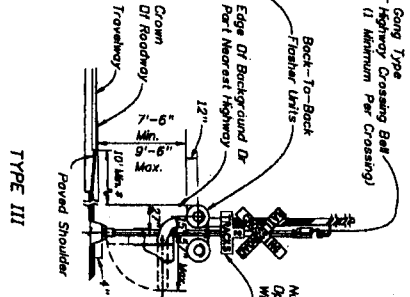
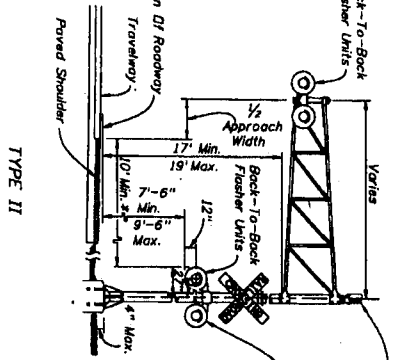
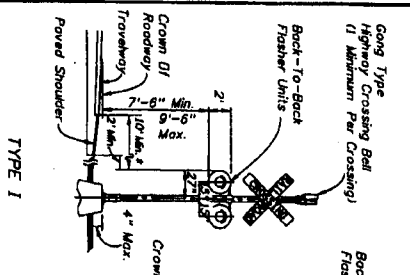


FIGURE 1
Gate Length Requirements
See Note 5 Sheet 3



* When 10' is deemed impractical the centerline can be located as close as 2' from the edge of a paved shoulder but not less than 5' from the edge of the near traffic lane.

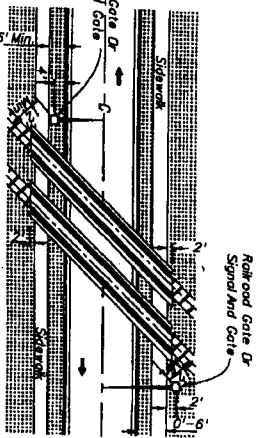
Note:
Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.

- General Notes
1. No guardrails are 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 devices:
 - I. Flashing signals
 - II. Flashing signals with centerline
 - III. Flashing signals with gate
 - IV. Flashing signals with centerline & 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



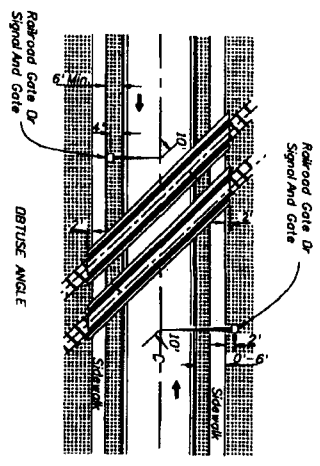
2000 FDOT Design Standards
RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

Sheet No. 1 of 4
DATE 1/7/88
17882



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

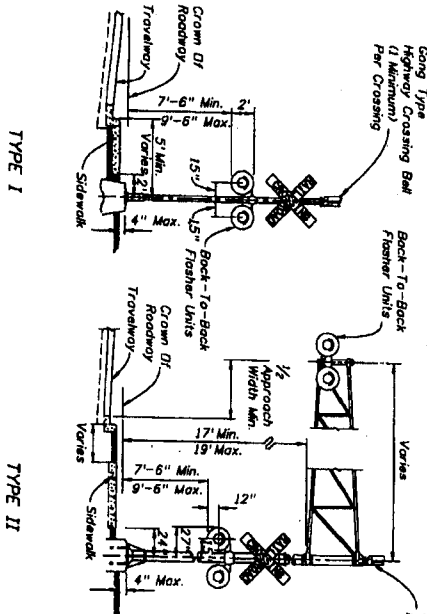
ACUTE ANGLE (AND RIGHT ANGLE)



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

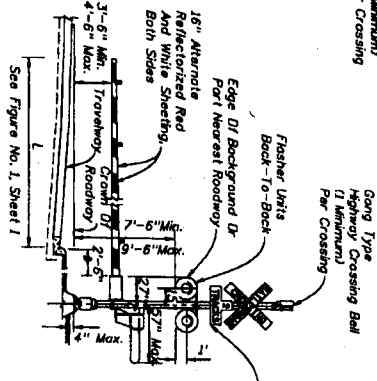
OBTUSE ANGLE

- GENERAL NOTES**
1. The location of flashing signals and stop bars should be established based on future (or present) installation of gate with appropriate truck clearances.
 2. Where plans call for railroad traffic control devices to be installed in curved sections, the minimum median width should be 12'-6".
 3. Location of railroad traffic control device is based on the distance available between faces of curb & sidewalk. Drive B - Locate device outside sidewalk. Drive A - Locate device between faces of curb and sidewalk.
 4. Stop bar to be perpendicular to edge of roadway, approx. 15' from nearest rail or B' from end parallel to gate when present.

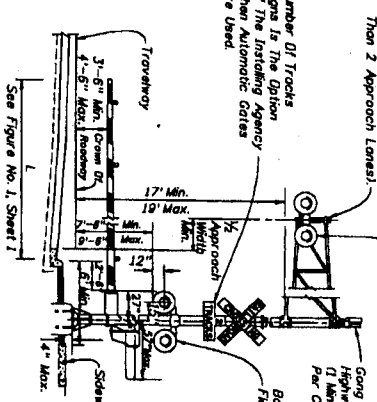


TYPE I

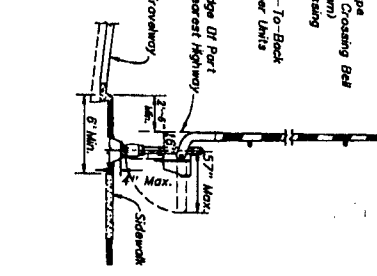
TYPE II



TYPE III



TYPE IV



TYPE V

As A Minimum, Position One Flasher Unit Over Each Highway Crossing Bar (More Than One Flasher Unit If There Are More Than 2 Approach Lenses).

Number Of Tracks Spans Is The Option Of The Installing Agency When Automatic Gates Are Used.

See Figure No. 1, Sheet 1

See Figure No. 1, Sheet 1



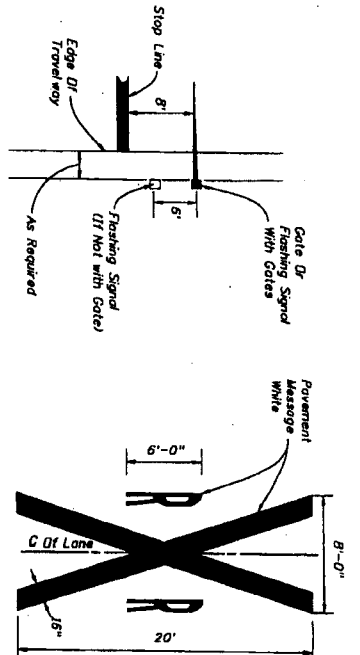
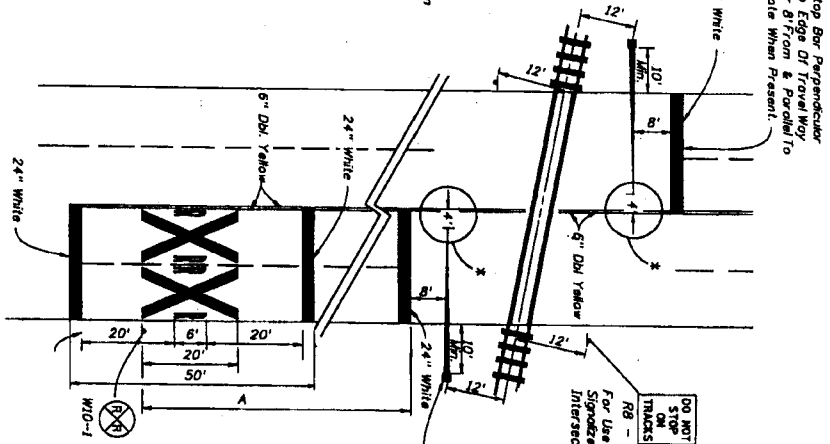
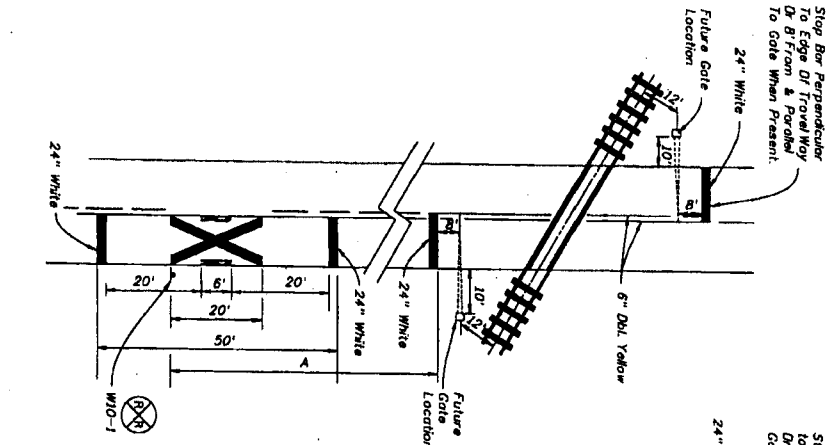
2008 FOOT Design Standards
RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

DATE: 07/07/03
SHEET NO.: 2 OF 4
PROJECT NO.: 17882

RAILROAD CROSSING AT
TWO (2)-LANE ROADWAY

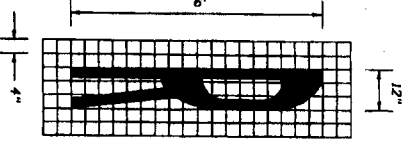
RAILROAD CROSSING AT
MULTILANE ROADWAY

RELATIVE LOCATION OF CROSSING TRAFFIC
CONTROL DEVICES



SPEED MPH	"A" IN FT.
60	400
55	325
50	260
45	175
40	125
35	100
URBAN	85 MIN.

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



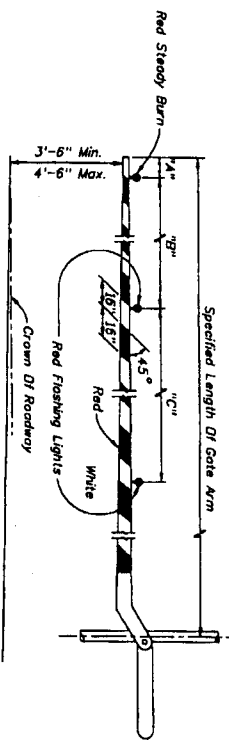
2008 FOOT Design Standards

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

Issue No. 07/01/07

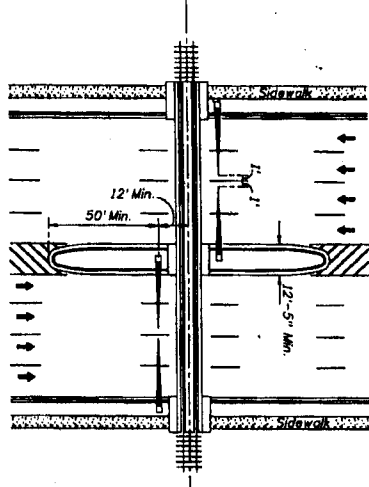
Sheet No. 3 of 4

17882

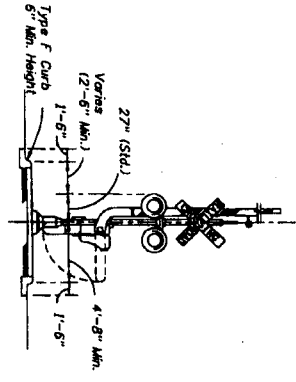


RAILROAD GATE ARM LIGHT SPACING

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"	5'	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'



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 ASHTO "A Policy On Geometric Design Of Streets And Highways".

MEDIUM SIGNAL GATES FOR
MULTILANE UNDIVIDED URBAN SECTIONS

THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS



2008 FOOT Design Standards
**RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES**

Last Revision
07/01/07
Sheet No.
4 of 4
17882