

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
42923515701	CR16A/LewisSpeedway	ST. JOHNS	65(78601-2601)	RHH-00S2-049J

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. 2012-87

ON MOTION OF Commissioner Bryan
seconded by Commissioner Sanchez, 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 CR 16A/Lewis Speedway 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 for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Number 42923515701 on CR 16A/Lewis Speedway which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 271839L 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, Florida, in regular session this 20th day of March, 2012.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Mark Miner
Mark Miner, Chairman

Attest: Cheryl Strickland, Clerk of Court

By: Sam Haltemar
Deputy Clerk

RENDITION DATE 3/22/12

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

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42923515701	CR16A/LewisSpeedway	ST. JOHNS	64(78601-2601)	RHH-00S2-049J

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 42923515701 on CR16A/LewisSpeedway, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 33.17 FDOT/AAR Crossing Number 271839L, 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 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.

2. 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.

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 \$ 85,000.00 . 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.

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 287.134(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.

22. 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.

23. ~~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.~~

24. 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. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

23. Paragraph 21 was stricken prior to execution by all parties at the request of Florida East Coast Railway, LLC.

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

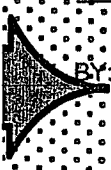
Received
JAN 20 2012
Lake City
Modal Development

BY: _____
(TITLE: District Secretary)

COMPANY: FLORIDA EAST COAST RAILWAY COMPANY

BY: A. G. Fowler Jr. Asst. Chief Engineer
Signals & Communications

SJ. JOHNS COUNTY COUNTY, FLORIDA



BY: _____
(TITLE: Chairman, Board of County Commissioner)

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: Enc Dated 9/23/2011
Comptroller - DOT Date

BY: EXEMPT
FHWA Date

Whitney, Donna

From: The job F1989NDR
Sent: Friday, September 23, 2011 2:35 PM
To: Whitney, Donna
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQG04

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AQG04 Contract Type: AA Method of Procurement: R
Vendor Name: FL E CST RAILWAY
Vendor ID: VF596001115001
Beginning date of this Agmt: 09/30/11
Ending date of this Agmt: 12/31/14
Contract Total/Budgetary Ceiling:

Description:
CR 16A - Install 1 new cantilever and 7 pairs of LEDs on exi sting flg.

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	*790063	*	85000.00	*42923515701	*127	*
2012			*55100100			*088808/12		
W001			*00	* AGR1		*0001/04		

TOTAL AMOUNT: *\$ 85,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 09/23/2011

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

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42923515701	CR 16A/LewisSpeedwa	ST. JOHNS	64(78601-2601)	RHH-00S2-049J

COMPANY NAME: FLORIDA EAST COAST RAILWAY COMPANY

A. FDOT/AAR XING NO.: 271839L RR MILE POST TIE: 33.17

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	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

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, 2011 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
05/02

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42923515701	CR16A/LewisSpeedway	ST. JOHNS	64(78601-2601)	RHH-00S2-049J

RAILROAD COMPANY

FLORIDA EAST COAST RAILWAY COMPANY

- A. JOB DESCRIPTION & LOCATION: INSTALL ONE NEW CANTILEVER FLASHING LIGHTS(EB)/CR 16
- B. TYPE OF ROADWAY FACILITY: 4 LANES, UNDIVIDED
- C. FDOT/AAR XING NO.: 271839L RR MILE POST TIE: 33.17
- D. TYPE CROSSING PROPOSED: IV CLASS: III DOT INDEX NO.: 17882
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES: (See Agreement dated _____)
- 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 677)
- a. No revision required.
 - b. Crossbuck and Disk.
 - c. Flashing Signals and Disk.
 - d. Flashing Signals with Cantilever.
 - e. Flashing Signals with Gates.
 - f. Flashing Signals with Cantilever and Gates.
 - g. Relocate existing signal devices:
 - (1) (With-Without) addition of Gates.
 - (2) (With-Without) synchronization with highway traffic signals.
 - (3) (With-Without) constant warning time.
- F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1. N/A By Others (_____ Company.)
2. By Railroad Company.
- G. AUTHORITY REQUESTED: (Draft attached: Yes No.)
- 1. 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: February, 2012
Signal installation target date: _____
Synchronization: (Draft attached Yes No.)

271839-A

CR 16A

St. Augustine

Florida East Coast

Install new cantilever in the SW Quadrant to cover two lanes of traffic, backlights for NB Left off US 1, cable and (7) Pair of LED light units

Original Estimate	10% Contingency	Infationary Factor 1.067 For FY 2012	Total Estimate(Rounded to nearest thousand)
\$76,580.00	\$7,658.00	\$290.50	\$85,000.00



2011 DIAGNOSTICS

DATE: 08/19/10

FILE: 10.2

TYPE: IV

CLASS: III

NO. OF DAYS: 7

AAR / DOT #: 271839A

MILE POST: 33+924'

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

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT LEWS SPEEDWAY, SR 16A.
This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
LED LIGHT UNITS	\$120.00	14 EA.	\$1,680.00
CANTILEVERS 28'	\$10,113.00	1 EA.	\$10,113.00
CANTILEVER FOUNDATIONS	\$3,890.00	1 EA.	\$3,890.00
MISC. GROUND MATERIAL	\$1,274.83	1 PKG.	\$1,274.83
CONDUIT & DIRECTIONAL BORE	\$45.00	75 FT.	\$3,375.00
CABLE	\$967.00	1 PKG.	\$967.00
MISCELLANEOUS RELAY EQUIPMENT	\$1,120.00	1 PKG.	\$1,120.00
SANITATION & DISPOSAL	\$1,500.00	1 PKG.	\$1,500.00
FREIGHT & HANDLING			\$5,605.00
TAX @ 6.5%			<u>\$1,457.00</u>
TOTAL MATERIALS			\$30,981.83
EXCAVATING EQUIPMENT PER DAY	\$417.10	7 DAYS	\$2,919.70
EQUIPMENT RENTAL PER DAY	\$200.00	7 DAYS	\$1,400.00
FOREMAN'S TRUCK PER DAY	\$224.70	7 DAYS	\$1,572.90
GANG TRUCK PER DAY	\$647.30	7 DAYS	\$4,531.10
SUPERVISORS TRUCK PER DAY	\$142.60	7 DAYS	<u>\$998.20</u>
EQUIPMENT TOTAL			\$11,422.00
ENGINEERING	\$8,000.00	1	<u>\$8,000.00</u>
ENGINEERING TOTAL			\$8,000.00
CONSTRUCTION SUPERVISION	\$364.00	7 DAYS	\$2,548.00
LABOR ADDITIVE			<u>\$1,471.00</u>
SUPERVISION TOTAL			\$4,019.00
LABOR PER DAY	\$1,286.24		\$9,004.00
NUMBER OF DAYS		7	
LABOR ADDITIVE			<u>\$5,293.00</u>
TOTAL LABOR			\$14,297.00
GANG EXPENSES PER DAY	\$602.00		
NUMBER OF DAYS		7	
TOTAL GANG EXPENSES			\$4,214.00
SUB-TOTAL			\$72,933.83
CONTINGENCIES 5%			<u>\$3,647.00</u>
TOTAL			\$76,580.00

09/02/2011

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 049**

State Project Number: **429223-1 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: **DISTRICT TWO ANNUAL 2012 RAIL CROSSING SAFETY PROGRAM OF PROJECT.**

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	
Construction	08/16/2011
Other	

Dist.	Appr.	Urban/With	Total Cost	Federal Share	Federal Funds Under Agreement	Advance Construction
02	LS4E		931,000.00	100.0%	931,000.00	0.00
02	LZ2E		26,440.00	100.0%	0.00	26,440.00

Department of Transportation

Available funds certified by: BARBARA BORER	Date: 08/15/2011
Approval recommended by: HEIDI LANGSTON	Date: 08/16/2011
Approved and Authorized by: DAWN RUDOLPH	Date: 08/16/2011

Federal Highway Administration

Approval Recommended By: BELINDA A. HEYS	Date: 08/16/2011
Approved and Authorized By: HUSSEIN SHARIFPOUR	Date: 09/02/2011
Agreement Approved By: HUSSEIN SHARIFPOUR	Date: 09/02/2011

State Remarks:

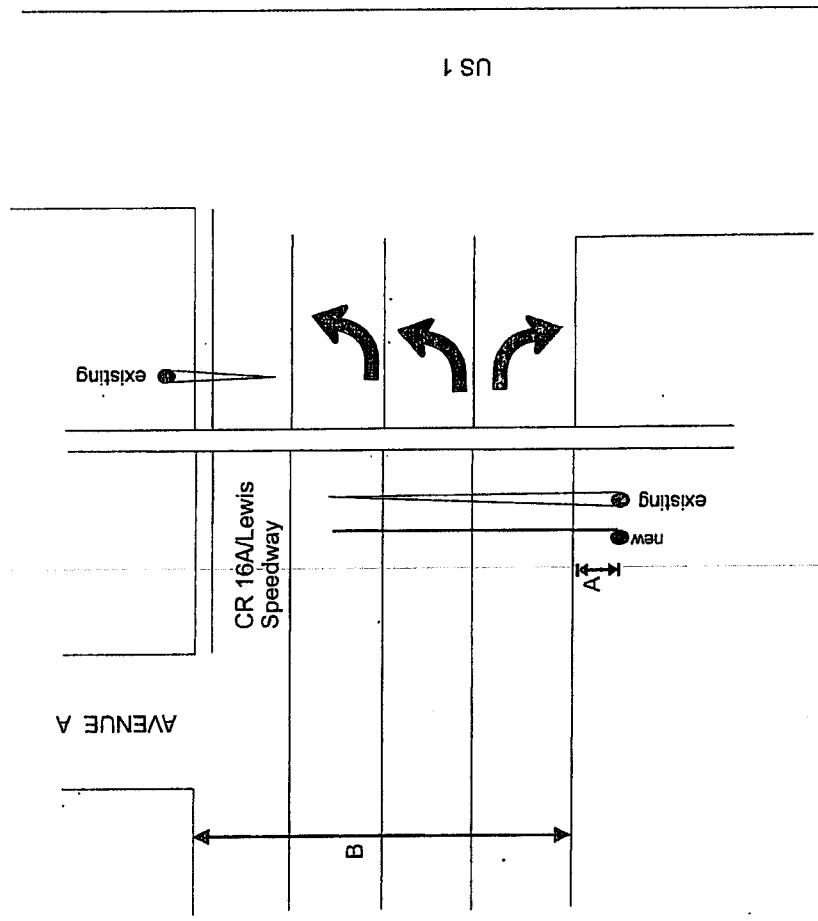
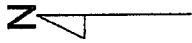
**INITIAL AUTHORIZATION FOR THE RAIL/HIGHWAY GRADE CROSSING SAFETY IMPROVEMENT PROGRAM IN DISTRICT 2. THIS AGREEMENT IS SUBJECT TO THE FOLLOWING AWARD TERMS:
HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22705.PDF AND HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22706.PDF.**

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/>.

- 429223-1 US 90/Baldwin
- 429224-1 Trout River Blvd/Jacksonville
- 429229-1 San Marco Ave/Jacksonville
- 429231-1 Old St. Augustine Rd/Jacksonville
- 429235-1 CR 16A/Lewis Speedway/St. Augustine
- 429228-1 Racetrack Road/St. Johns County

A: 12' 3"
B: 46'



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

DRAWING NOT TO SCALE

FIN NO. 429235-1-57-01
ST. AUGUSTINE, FLORIDA

EXISTING: (2) FLASHING LIGHTS AND GATES.

RECOMMENDATIONS: FLORIDA EAST COAST TO LEAVE EXISTING TWO(2) FLASHING LIGHTS AND GATES IN BOTH QUADRANTS. INSTALL ONE(1) NEW CANTILEVER FLASHING LIGHT (30') IN THE SW QUADRANT TO COVER 2 INSIDE LANES WITH BACK LIGHTS FOR NB LEFT OFF OF US 1. CABLE AND 7 PAIRS OF LED LIGHT UNITS FOR EXISTING FLASHING LIGHTS AND GATES.

ST. JOHNS COUNTY TO INSTALL A W10-3 FOR AVENUE A AND A STORAGE SIGN SHOWING 58' BETWEEN THE RAILROAD CROSSING (NEAREST RAIL) AND THE STOP BAR AT US 1 INTERSECTION.

FLORIDA DEPARTMENT OF
TRANSPORTATION

CROSSING NO. 271839L
COMPANY: FLORIDA EAST COAST RAILWAY
TYPE IV, CLASS III
LOCATION: CR 16A/LEWIS SPEEDWAY
DATE: 6/23/2010

Florida Department of Transportation

Project No. _____

Diagnostic Field Review Sheet

F.M. No. _____

Rail-Highway Grade Crossing

Data Sheet

Crossing No : 271839L Priority No :677 County : ST. JOHNS City : ST AUGUSTINE RDWY : Lewis Speedway

Classification/Location:	Last Updated: 9/14/2011 10:08:14 PM
R.R. Co. : FLORIDA EAST COAST RAILROAD Station. : 491440 Latitude : 29.94020970 R.R Crossing Status : OPEN--TRACK ACTIVE	R.R. Branch. : R.R. Milepost. : 33.17 Longitude : 81.33533770 As of : 11/9/2010
Rail Operations :	Last Updated : 7/17/1986
Train Movements : 20 Max Speed : 60 No. of main tracks : 1	Effective date : 3/5/2001 Other tracks : 0
Warning devices :	Last Updated : 1/16/2004
Existing warning : FLandG Preemption : ADVANCE PREEMPTION	Type of train detection : OTHER Advance warning : YES
Physical data :	Last updated : 11/19/2002
R.R Crossing angle : 60-90 DEG No. of Thru lanes : 2 Crossing condition : EXCELLENT Maintaining agency : COUNTY	Highway speed : 35 Other lanes : 0 Approach condition : MINOR
Department data :	Last updated : 11/9/2010
Traffic vol.(AADT) : 3900 School bus count : 49 Percent trucks :	As of : 2008 As of : 2011
Safety data :	Last updated 4/8/2011
Pred. accident/year : 0.0037 Safety index : 64.53	Recommended warning device : FL & G & P As of : 4/8/2011
Description of Site/Installation conflicts :	

Review team recommendations :

Florida East Coast to leave existing 2 flashing lights and gates and install one new cantilever flashing light (30') in the SW Quadrant to cover two inside lanes of traffic, backlights for NB Left off US 1, cable and (7) seven pairs of LED light units for existing flashing lights and gates.

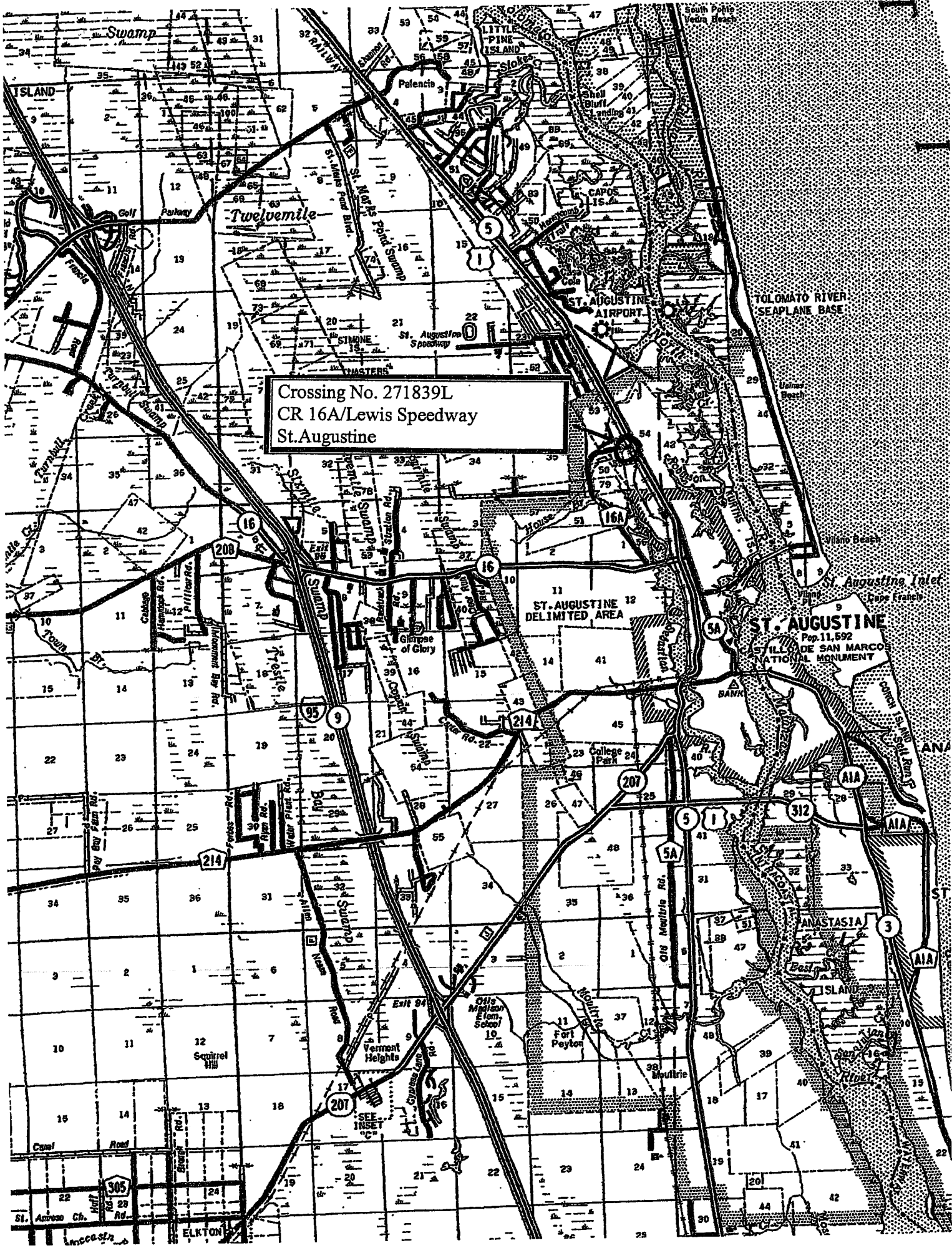
Date reviewed :

6/23/2010

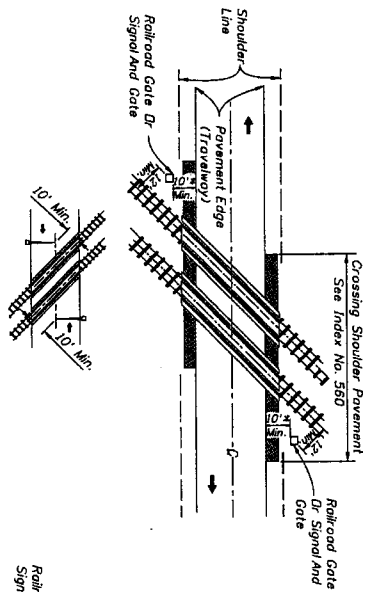
Review team personnel :

Karin Charron, FDOT; Donna Whitney, FDOT; Annette Lapkowski, FDOT Tallahassee; Scott Allbritton, FDOT Tallahassee; Andy Fowler, FEC; James Powell, FEC

Crossing No. 271839L
CR 16A/Lewis Speedway
St. Augustine



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



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

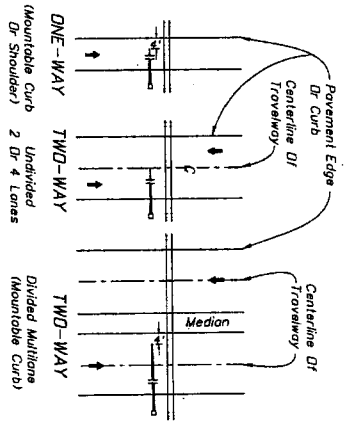
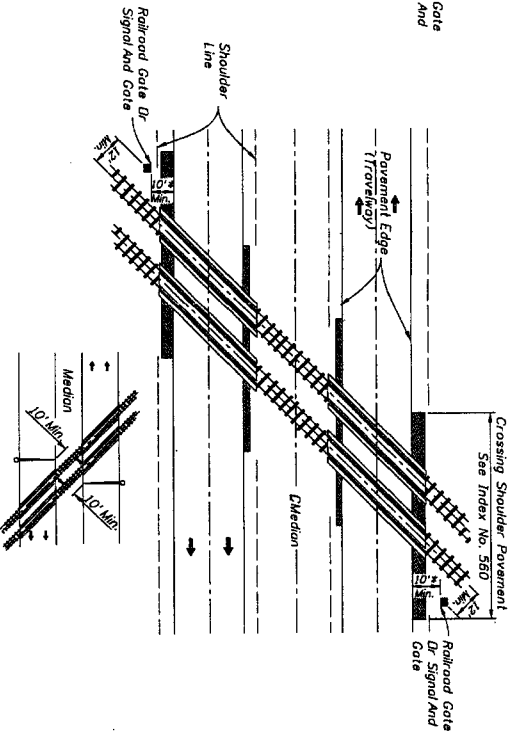
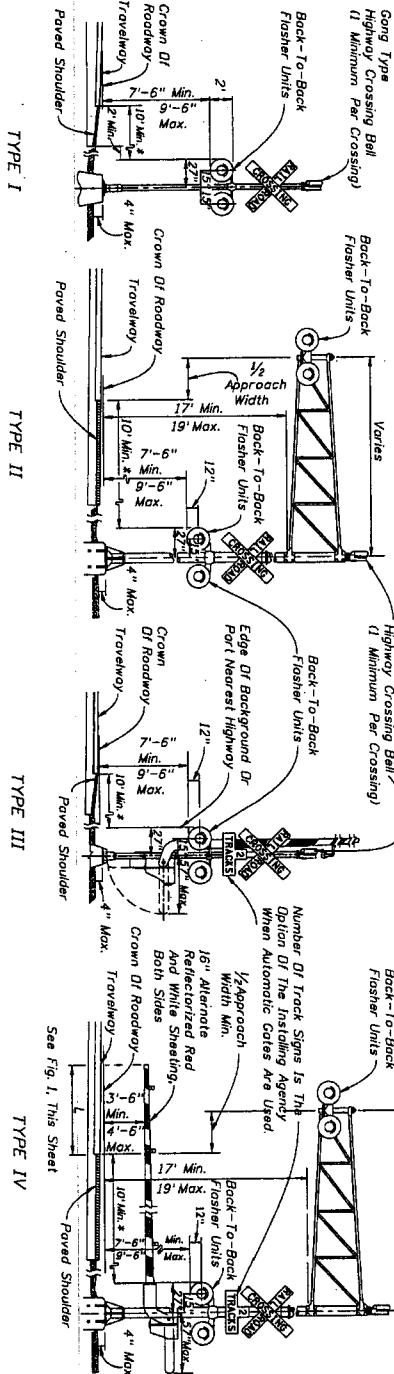


FIGURE 1
Gate Length Requirements
See Note 5 Sheet 3

Note: Arrows denote direction of travel/ lane indication



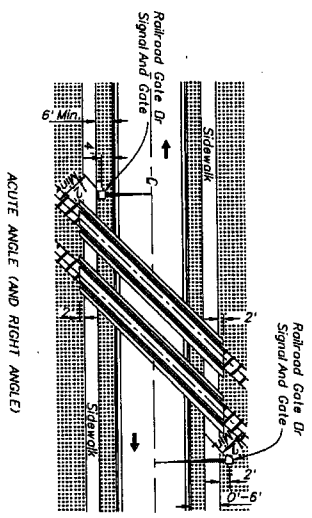
- General Notes**
1. No guardrails proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
 2. Advance flasher to be installed when and if called for in plans or specifications.
 3. Top of foundation shall be no higher than 4" above finished shoulder grade.
 4. Type of traffic control device
 - I Flashing 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

* 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.

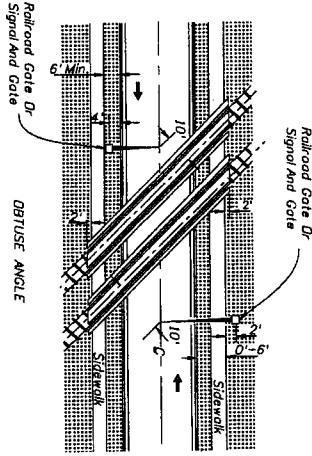


2008 FDOT Design Standards
**RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES**

Task Order No. 07/10105
Sheet No. 1 of 4
Index No. 17882



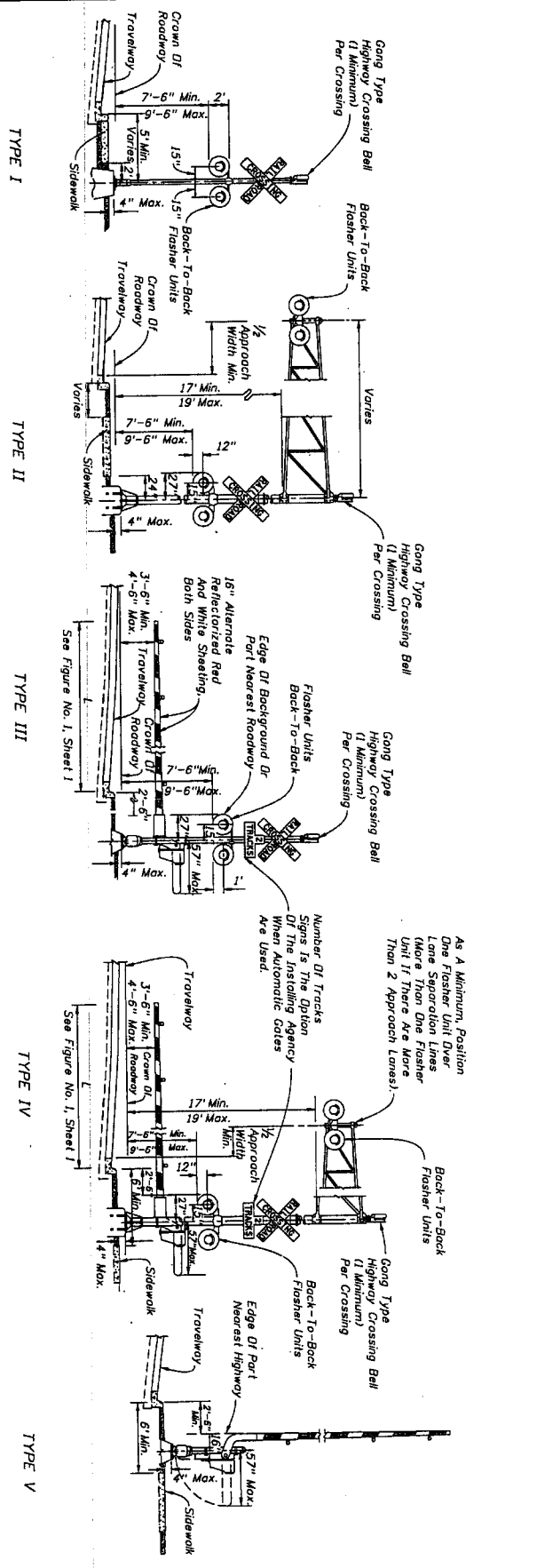
SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)



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

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. Over 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.



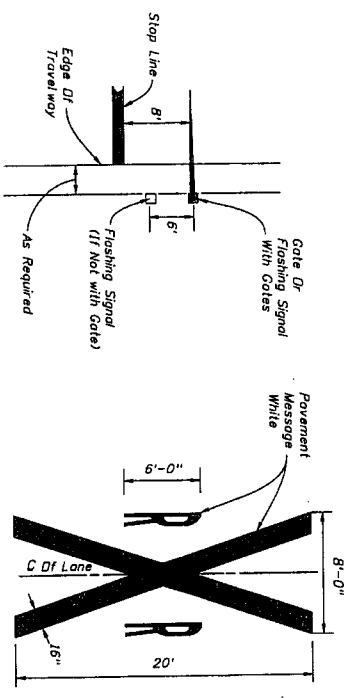
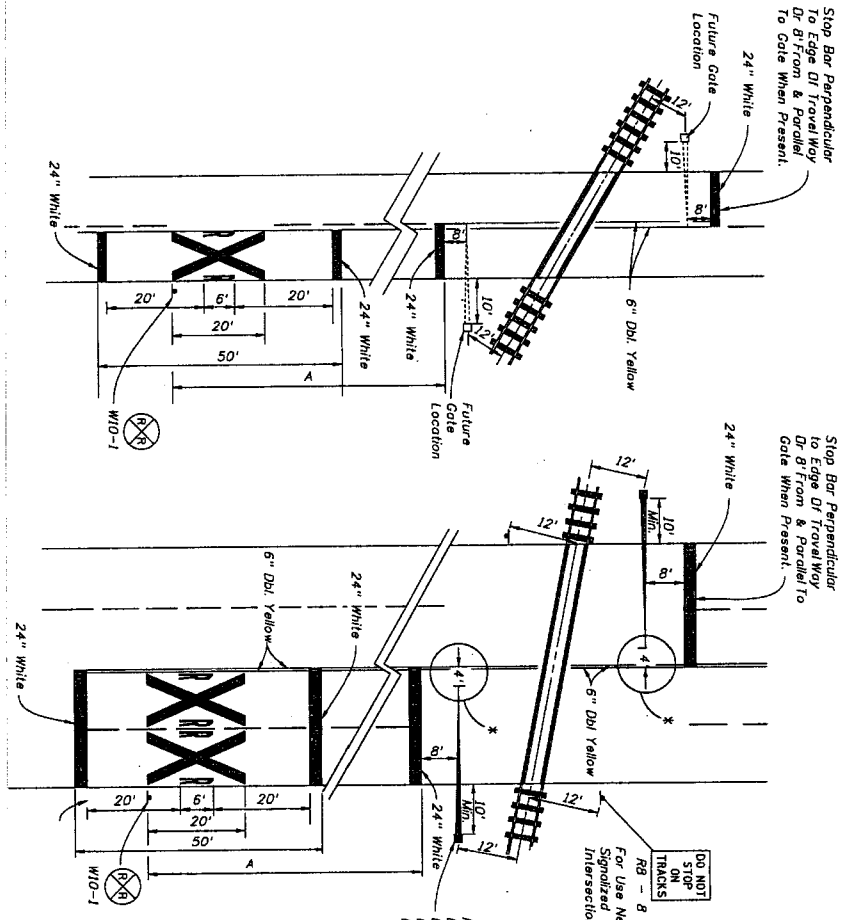
2008 FDOT Design Standards
RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

Task Revision
07/01/00
Sheet No.
2 of 4
Index No.
17882

RAILROAD CROSSING AT
TWO (2)-LANE ROADWAY

RAILROAD CROSSING AT
MULTILANE ROADWAY

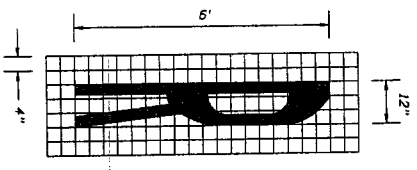
RELATIVE LOCATION OF CROSSING TRAFFIC
CONTROL DEVICES



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

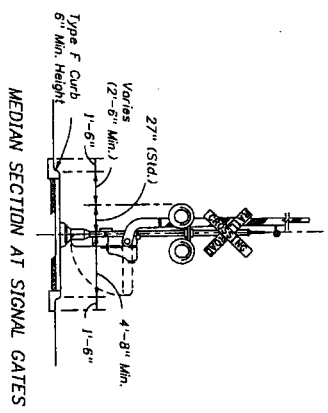
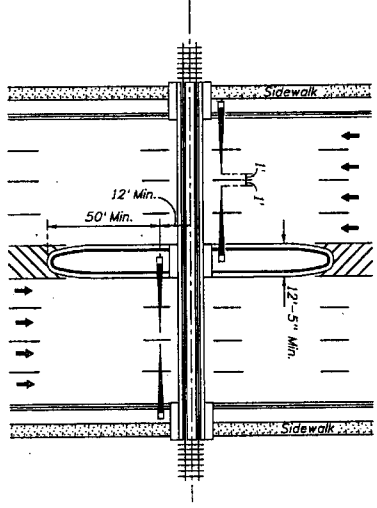
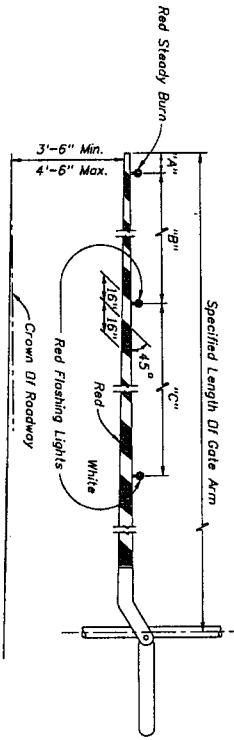
NOTES:

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



2008 FOOT Design Standards
RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

Sheet No. 3 of 4
1/7882



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

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"	41"	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'

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

Sheet No. 4 of 4
17882