RESOLUTION NO. 2016- 7°

BOARD OF COUNTY RESOLUTION BY THE COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING **EXECUTION** OF Α 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 changing a portion of the Public Road System on Rodriquez 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 desires to 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 432880-1-57-01 on Rodriquez Street which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 271849S 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.

WHEREAS, entering into the Railroad Reimbursement Agreement serves a public purpose.

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 <u>do not</u> 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 15th day of March 2016.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

BY: ______ A ___ \ Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad

Deputy Clerk

RENDITION DATE 3/2/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43288015701	Rodriquez Street	ST. JOHNS	1(78000-SIGW)	RHH-00\$2-054J
THIS AGREEMENT	, made and entered into this	day of		, ,
by and between the STATE	OF FLORIDA DEPARTMEN	T OF TRANSPORT	ATION, hereinafter called	the
DEPARTMENT, and Florid	a East Coast Railway, LLC			,
a corporation organized and	existing under the laws of	lorida		1
with its principal place of bu	 siness in the City of Jackson	ville	, County of Duval	,
State of Florida	, hereinafter calle	d the COMPANY; a	nd St. Johns	
County, a political subdivision	n of the State of Florida, acti	ng by and through it	s Board of County Comm	issioners,
hereinafter called the COUN	ITY.			
	WIT	NESSETH:		
WHEREAS, the DE	PARTMENT is constructing,	reconstructing or oth	nerwise changing a portio	n of the Public Roa
System, designated by the I	Financial Project ID 432880	15701	Name -	1
on Rodriquez Street			, which crosses at grade t	he right of way and
tracks of the COMPANY'S N				1
FDOT/AAR Crossing Number	er 271849S		St. Augustine	
as shown on DEPARTMEN	T'S Plan Sheet No. N/A	, at	tached hereto as a part he	ereof; and
NOW, THEREFORE	E, in consideration of the mut	ual undertakings as	herein set forth, the partie	es hereto agree
as follows:				
1. The COMP	ANY shall furnish the necess	ary materials and in	stall Automatic Grade Cro	ssing Signals
Type III Class	III and/or other t	raffic control devices	s at said location on an ac	tual cost basis
	he attached detailed stateme	ent of the work, plans	s, and specifications; and	(2) the
	d Standard Index Number 178			
•				nance thereof in
2. After instal	lation of said signals is comp	neted, one nundred	(100%) percent of the ext	ense mereor m
maintaining the same shall	be borne by the COUNTY,	as enumerated by th	ne Schedule of Annual Co	st of Automatic
Highway Grade Crossing D	Devices attached hereto and	by this reference ma	ade a part hereof and sub	ject 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 ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.
- 5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:
 - (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
 - 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 \$ 292,600.00 . 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 C	DMPANY has determined that the method to be used in developing the relocation or installation cost
shall be as sp	ecified fo	r the method checked and described hereafter:
X	(a)	Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
	(b)	Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
	(c)	An agreed lump sum \$, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)
10.	The ins	stallation and/or adjustment of the COMPANY'S facility as planned will will not
involve addition	nal work	over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/o
nonreimbursa	ble work i	s involved at the option of the COMPANY, then credit against the cost of the project is required
and will be go	verned by	the method checked and described hereafter):
	(a)	% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
	(b)	All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
	(c)	\$ credited for betterment expired service life
_	()	nonreimbursable segments in accord with Article 9.(c) hereinabove.
11.	lt is sp	ecifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT
shall receive	fair and a	dequate credit for any salvage which shall accrue to the COMPANY as a result of the above
installation ar	ıd/or adju	stment work.
12.	It is fu	ther agreed that the cost of all improvements made during this adjustment work shall be borne by
the COMPAN	IY, subjec	et 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.

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.

- Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).
- 15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement:

 If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract

 Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

- 16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."
- 17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,

whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject; except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused a sulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

| FEC: | FDOT: | County: | County:

23. COMPANY shall:

- 1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
- 2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
 - 26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.
- 27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
- 28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
- 29. Paragraph 22 has been 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.

DEPARTMENT OF TRANSPORTA	TION		
BY: (TITLE: Greg Evans, District	Two Secretary)		
COMPANY: Florida East Coast Ra BY: A. G. Fowler, Jr. (Chief En	ailway DC gineer - Signals and Communicat	ions)	
St. Johns County	COUNTY , FLORI	IDA	
BY: (TITLE: Chairman, Board of	County Commissioners)		
Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements	
BY:	BY:	BY: Exempt	
Attorney - DOT Date	Comptroller - DOT	Date FHWA	Date

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43288015701	Rodriquez Street	ST. JOHNS	1(78000-SIGW)	RHH-00S2-054J

COMPANY NAME: Florida	East Coast Railway, LLC		
A. FDOT/AAR XING NO.: 2718	498	RR MILE POS	T TIE: WW 0.40
B. TYPE SIGNALS PROPOSED	Ш	CLASS III	DOT INDEX: 17882

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation **CLASS DESCRIPTION** COST* Flashing Signals - One Track \$2,256.00 П Flashing Signals - Multiple Tracks \$2,985,00 Ш Flashing Signals and Gates - One Track \$3,402.00 IV Flashing Signals and Gates - Multiple Tracks \$4,272.00 3 or 4 Quadrant Flashing Signals and Gates - One Track \$6,726.00 VI 3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks \$8,442.00

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.

WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES

FINANCIAL PROJECT NO. ROAD NAME OR NUMBER		COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43288015701	Rodriquez Street	ST. JOHNS	1(78000-SIGW)	RHH-00S2-054J

RAILROAD COMPANY

	Florida East Coast	Railwa	y, LLC			
JOB DESCRIPTION & LOCATION: 1	Jpgrade Signals at F	Rodriqu	ez St. in St. Augusti	ne,		
TYPE OF ROADWAY FACILITY:	Гwo Lane Undivided					
FDOT/AAR XING NO.: 271849S FL RR MILE POST TIE: WW 0.40						
TYPE CROSSING PROPOSED: III	CLASS:	Ш	DOT INDEX NO	D.: 178	882	
STATUS AND PROPOSAL:						
1. EXISTING DEVICES:	(See Agreement	dated)		
 None-New Crossing. 						
b. Crossbuck and Disk.						
c. Flashing Signals with D	isk.					
d. Flashing Signals with C	antilever.					
e. XX Flashing Signals with G						
f. Flashing Signals with C	antilever and Gates.					
2. PROPOSED DEVICES:	(Safety Index Ra	iting 2	2543)		
a. No revision required.						
b. Crossbuck and Disk.						
c. Flashing Signals and Di	isk.					
d. Flashing Signals with C						
e. XX Flashing Signals with G						
f. Flashing Signals with C						
g. Relocate existing signa						
	out) addition of Gates.					
(2) (\0.00 th \0.00 th)						
	out) synchronization wi		ay traffic signals.			
	out) synchronization wi out) constant warning t		/ay traffic signals.			
	out) constant warning t		/ay traffic signals.			
(3) (With-With	out) constant warning t		/ay traffic signals.		Company.)	
(3) (With-With	out) constant warning t		/ay traffic signals.		Company.)	
(3) (With-With) COMMUNICATION AND/OR POWER I 1. N/A By Others (2. By Railroad Company.	out) constant warning t		··			
(3) (With-With) COMMUNICATION AND/OR POWER I 1. N/A By Others (2. By Railroad Company. AUTHORITY REQUESTED:	out) constant warning t	ime.	/ay traffic signals.	Yes		
(3) (With-With COMMUNICATION AND/OR POWER I 1. N/A By Others (2. By Railroad Company. AUTHORITY REQUESTED: 1. XX Agreement (Third Party Part	out) constant warning to	ime.		⊠ Yes		
(3) (With-With COMMUNICATION AND/OR POWER I 1. N/A By Others (2. By Railroad Company. AUTHORITY REQUESTED: 1. XX Agreement (Third Party Part	out) constant warning to	ime.		¥ Yes		
(3) (With-With COMMUNICATION AND/OR POWER I 1. N/A By Others (2. By Railroad Company. AUTHORITY REQUESTED: 1. XX Agreement (Third Party	out) constant warning to LINE ADJUSTMENTS rticipating St. Johns (do not)	ime.		⊠ Yes		
(3) (With-With COMMUNICATION AND/OR POWER I 1. N/A By Others (2. By Railroad Company. AUTHORITY REQUESTED: 1. XX Agreement (Third Party Par	out) constant warning to LINE ADJUSTMENTS rticipating St. Johns (do not)	ime.		Yes		
(3) (With-With COMMUNICATION AND/OR POWER I 1. N/A By Others (2. By Railroad Company. AUTHORITY REQUESTED: 1. XX Agreement (Third Party Par	out) constant warning to LINE ADJUSTMENTS rticipating St. Johns (do	ime.		⊠ Yes		
(3) (With-With) COMMUNICATION AND/OR POWER II 1. N/A By Others (2. By Railroad Company. AUTHORITY REQUESTED: 1. XX Agreement (Third Party P	out) constant warning to LINE ADJUSTMENTS rticipating St. Johns (do	ime.		¥ Yes		
(3) (With-With) COMMUNICATION AND/OR POWER I 1. N/A By Others (2. By Railroad Company. AUTHORITY REQUESTED: 1. XX Agreement (Third Party Pa	out) constant warning to LINE ADJUSTMENTS rticipating St. Johns (do	ime.		⊠ Yes		
(3) (With-With) COMMUNICATION AND/OR POWER II 1. N/A By Others (2. By Railroad Company. AUTHORITY REQUESTED: 1. XX Agreement (Third Party P	out) constant warning to LINE ADJUSTMENTS rticipating St. Johns (do	ime.		⊠ Yes		
(3) (With-With) COMMUNICATION AND/OR POWER II 1. N/A By Others (2. By Railroad Company. AUTHORITY REQUESTED: 1. XX Agreement (Third Party P	out) constant warning to LINE ADJUSTMENTS rticipating St. Johns (do	ime.		⊠ Yes		
(3) (With-With COMMUNICATION AND/OR POWER I 1. N/A By Others (2. By Railroad Company. AUTHORITY REQUESTED: 1. XX Agreement (Third Party Part	out) constant warning to LINE ADJUSTMENTS rticipating St. Johns (do	ime.		Yes		



SIGNALS AND COMMUNICATIONS

2013 DIAGNOSTICS

DATE: 08/28/12

TYPE: 3

CLASS: 3

NO. OF DAYS: 10 AAR / DOT #: 271849S

MILE POST: WW 0 + 2089'

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT RODRIGUEZ STREET.

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

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE FOUNDATIONS	\$675.00	2 EA.	\$1,350.00
GATE SAVER SADDLES	\$1,168.00	2 EA.	\$2,336.00
BACK TO BACK LED FLASHING LIGHTS	\$2,000.00	2 SET	\$4,000.00
6'X6' WIRED CASE, WITH PMD-3R & T-RX711	\$54,869.00	1 EA.	\$54,869.00
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	\$1,901.40	1 PKG.	\$1,901.40
CONDUIT & DIRECTIONAL BORE	\$45.00	60 FT.	\$2,700.00
CABLE	\$14,500.00	1 PKG.	\$14,500.00
MONITORING EQUIPMENT	\$10,725.00	1 PKG.	\$10,725.00
SANITATION & DISPOSAL	\$1,500.00	1 PKG.	\$1,500.00
FREIGHT & HANDLING			\$26,543.00
TAX @ 6.5%			\$6,901.00
TOTAL MATERIALS			\$141,115.40
EXCAVATING EQUIPMENT PER DAY	\$417 .10	10 DAYS	\$4,171.00
EQUIPMENT RENTAL PER DAY	\$200.00	10 DAYS	\$2,000.00
FOREMAN'S TRUCK PER DAY	\$224.70	10 DAYS	\$2,247.00
GANG TRUCK PER DAY	\$647.30	10 DAYS	\$6,473.00
SUPERVISORS TRUCK PER DAY	\$142.60	10 DAYS	\$1,426.00
EQUIPMENT TOTAL			\$16,317.00
DESIGN ENGINEERING	\$7,500.00	1	\$7,500.00
CONTRACT ENGINEERING	\$12,650.00	1	\$12,650.00
CONSTRUCTION ENGINEERING INSPECTION	\$1,350.00	3 DAYS	\$4,050,00
ENGINEERING TOTAL			\$24,200.00
CONSTRUCTION SUPERVISION	\$375.00	10 DAYS	\$3,750.00
LABOR ADDITIVE	·		\$ 2,165.00
TOTAL SUPERVISION LABOR			\$5,915.00
LABOR PER DAY	\$1,392.40		\$13,924.00
NUMBER OF DAYS	10		
LABOR ADDITIVE TOTAL GANG LABOR			\$8,186.00
TOTAL GANG LABOR			\$22,110.00
GANG EXPENSES PER DAY	\$803.00		
NUMBER OF DAYS	10		
TOTAL GANG EXPENSES			\$8,030.00
ESTIMATED FLAGGING TOTAL	\$1,000.00	10 DAYS	\$10,000.00
SUB-TOTAL			\$227,687.40
CONTINGENCIES 5%			\$11,384.00
TOTAL			\$239,070.00
			+10% & inflation

ESTIMATE NOTES:

ESTIMATE NOTES:

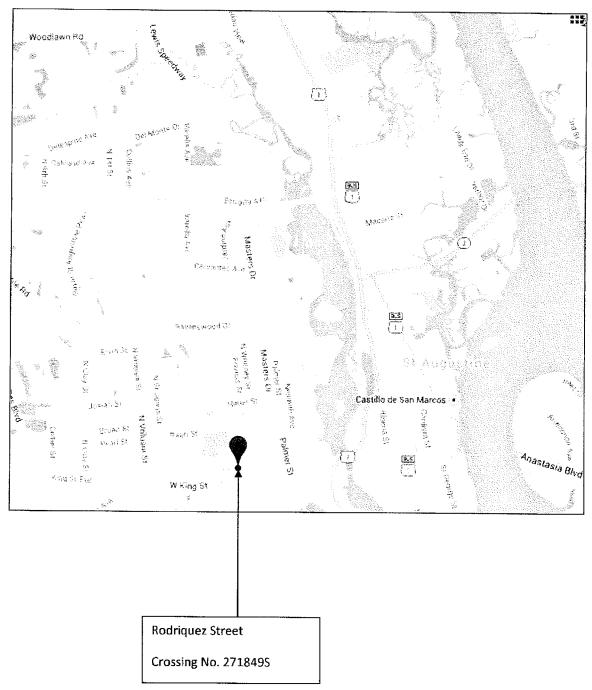
292,600

FEC TO PROVIDED OR REUSE GATE MECHANISMS AND MAST. T-RX711 SHUNT AGMENTATOR FOR RUSTY RAIL CONDITIONS. FEC TO PROVIDE OR REUSE POWER SERVICE. CASE TO BE WIRED TO INCLUDE CAB LOOP OPERATION. 2 SETS OF LED LIGHTS CONSIST OF 8 LIGHTS.

Crossing No: 2 PUBLIC H	:718495 Roadway WY	: CR-1338 / N F AT GRADE			reet: Dis Augustine NEAR CITY OF			_Johns E
Rank 2013: 2		CONTRACTOR OF THE PROPERTY OF		RR Compa		Date: 07/27/2		
Rank 2012: 2	543 CR No.:	CR-1	1338	Division Na	ame:	Team Member		u Fouder
Rank 2011: 2	HC No.			Subdivision	n Name: FLAG L ER	(FEC), James I	Powell	(FEC),
	Latitude:	29.891		Branch Na	me: PALATKA BRANCH	Ron Yates (FR	A), Ka	rin
Field Review Co	Longitude: mments: Antiquated.	-81.330	0000	RR Milepo	st: WW 0.40	Charron, Donn Jennifer Graha		
i icia Neview Ce	minents. Antiquateu.	· · · · · · · · · · · · · · · · · · ·				Parrish, Scott A		
						Collins (County		
		MD3R, Event red	order, cabine	et, gen case,	batteries & box, cable. RR to			
	mechs, gate savers. nt improvements: Reloc	ate W10-1 on N	side to stand	ard	· · · · · · · · · · · · · · · · · · ·			
lighway Spee		25			rain Speed Range:	5-10	П	
Crossing Angle) ;	60-90 DEG		М	lax Time Table Speed:	40		
AADT:		1700 (2012)			ay Thru/Switch:	0/0	ᇤ	
Percent Trucks):	1 (2012)			ight Thru/Switch:	2/0		
School Buses:		13 (2014)			rain Service: Freight	2/0		
Street Types:	Tw	o-Way Street			rain Service: Preignit assenger Count/Day:	0		
hru Lanes:		2				07/20/1986		
Aux Lanes:		0			rain Count Date. Iain Tracks:			
lazmat Route	>	NO				0		
Emergency Se		YES		—— 1°	ther Tracks:			
	tification Signs:	NO NO		Т.	rain Signals?		$ \sqcup $	
Prossbuck(4x4					rain Signal Proximity:	YES NO		
Prossbuck(4x4 Prossbuck Sign		0		200000000000000000000000000000000000000		Detection		
사용하는 것이 되는 것이 없지 않는 것이		2			vent Recorder?			
itop Sign:		0 0				N	Ш	
ield Sign:				40,000,000,00	umber of Bells;	1		
	earance Signs:	0		Po	ost Mounted Flashing Lights:	0		
xempt Signs:		NO			Backlights, Inc			
respass Signs		YES			oadway Gate Count:	2		
W10-1 2	R10-6a	0	W8-1	1 V 1 `	edestrian Gate Count:	0		
W10-2 0	R11-2	0	W10-8	d traces	ates:	2 Quad		
W10-3 0	R15-2P	0	W10-9	0 C	antilevered Flashing Over Traffic:	0		
W10-4 0	R15-6	0	W10-9P					
W10-11 0	R15-6a	o I	W10-11a		antilevered Flashing Not Over Trat	fic: 0		
W10-12 0	R15-7	0	W10-11b	l n	tersecting Roadway?	YES		
R3-1a 0	R15-7a	0	W10-13P	L Si	gnalized?	NO		
R3-2a 0	R15-8	0	W10-14P	in the second	terconnection: Not Inte	rconnected		
R8-8 0	Pvt Crossing			} 	raffic Signals Controlling?	N		· · · · · · · · · · · · · · · · · · ·
		0	W10-14aP	P'	reemption:			
	Look Out	0	W10-15P	-	raffic Pre-Signals?	NO		
R8-10 0	R8-8 w/Beacon	0	Slow	U	Count:	0		
R8-10a 0	W3-1 [W10-	1w/Beacon	1 0 1			님	
R10-6 0	W3-3		LED Signs	1 0 1	2" Count:	4	쁘	
Surface Installr	nent Date:				ED Count:	0	쁘	
Surface Type:		ASPHAI	HAL	ln:	stall - Upgrade: 01/01/1977		Ш	
rumace Type. Pvmt Mrk:	STOPLINES AN		<u> </u>	—— Н	aintenance Responsibility:	CITY	$ \Box $	1
				— ∤R	oadway Paved:	YES		
Surface Condit		EXCELLEN		Tr	acks run down street?	NO		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Approach:		LOS B = Uneve			dewalks on Crossing Approach?	NO		
ehicle Reaction		.OS B = Vibratir			dewalks Thru Crossing?	NO	ᄪ	
Priver Reaction	: LOS B = Some o	lrivers slow dov	/n 🖳 📗		rossing illuminated?	NO		
Rail/Pad Mover	ment:	LOS A = Smoo	th 🔲 📗		ommerical Power?	YES		· · · · · · · · · · · · · · · · · · ·
ncident History	:			1 3343	ternative Power?	NO NO	띰	
				LAD	ternative Fuwer	INU	الساا	



FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT TWO RAIL LOCATION MAP



St. Augustine, Florida

St. Johns County

