Design/Build
Request For Proposal

for

SR423/434 (John Young Parkway) Extension
From Shader Road to Weston Lane
Orange County

Financial Project Number: 239496-2-52-01
Federal Aid Number: 8785-018-U
Contract Number: E-5N95

Addendum No. 3

The Request for Proposal for the above referenced project is amended as follows:

1. RFP was revised on Page iii under Attachments to include the following:
   Local Funded Agreement for Mast Arm Upgrades with City of Orlando (Added March 4, 2011)
   Local Funded Agreement for Mast Arm Upgrades with Orange County (Added March 4, 2011)
   City of Winter Park Design Build Utility Agreement (Added March 4, 2011)
   Railroad Agreements (Updated March 4, 2011)

2. RFP was revised on Page iii under Other Documents to include the following:
   US 441 Future 6 Lane Typical Section (Added March 4, 2011)

3. Page 2 of 64 under Section I – Introduction, Subsection – Description of Work, third paragraph from the top of page, revise the third sentence to read as follows:
   The Design/Build Firm must develop the design eliminating the acceleration lane and Type F curb.

4. Page 42 of 64 under Section VI - Design and Construction Criteria, Subsection C – Utility Coordination, the first full paragraph on the page is replaced with the following:

   After award of the project, the Design-Build Firm shall execute all necessary utility agreements, the Design-Build Firm shall provide to the District Resident Office all utility agreements, with status and schedules for completion of utility work for each utility facility within the limits of the Project along with a signed letter (on the Design-Build Firm's letterhead), stating:

   "This letter serves as certification that all utility negotiations have been completed and all necessary utility agreements have been executed in accordance with Section 337.11(7)(a) Florida Statutes; Rule Chapter 14-46 Florida Administrative Code; and the Utility Accommodation Manual."

5. Page 43 of 64 under Section VI, Subsection D - Typical Section Package, delete the second paragraph and add the following:

The Design Build firm shall design and construct the SR 434 Bridge over US 441 and the Florida Central Railroad for two conditions:

1. To accommodate the future widening of US 441 to an urban six lane section (see US 441 Future 6 Lane Typical Section under Other Documents for a graphical representation). This section under the bridge must accommodate three 12-foot travel lanes and a 4-foot bike lane in each direction, dual 12-foot left turn lanes, a 4-foot concrete traffic separator with a 1.5-foot offset and a utility strip with a 5-foot sidewalk on both sides. This typical section must accommodate any necessary pier protection, must fit within the existing right of way and must provide turn lane lengths greater than or equal to existing lengths. The Design Speed will be 45mph for the urban six lane section.

2. To accommodate the existing US 441 four-lane section that will prevail post construction. This section under the bridge shall accommodate two 12-foot travel lanes in each direction along with flush outside paved shoulders. In addition, this section must accommodate dual 12-foot left turn lanes and one 12-foot right turn lane on southbound US 441. This typical section must accommodate any necessary pier protection, must fit within existing right-of-way, and must provide turn lane lengths greater than or equal to existing lengths. The Design Speed shall be 50 mph for this 4-lane section.

6. Pages 44 and 45 of 64 under Section VI, Subsection E – Geometric, add the following sentences at the end of the third and fourth paragraphs:
   All lanes shall be 12 feet. All turn lanes shall be equal to or greater than the existing turn lane lengths.

7. Page 52 of 64 under Section VI - Design and Construction Criteria, Subsection N – Signing and Pavement Markings Plans, the following paragraph is removed from the RFP:

   The Design/Build Firm shall be responsible for installing thermoplastic pavement markings. The thermoplastic pavement markings shall be installed a minimum of 30 days after the first paint application on the final wearing surface.

8. The Locally Funded Agreement for Mast Arm Upgrades between the Florida Department of Transportation and the City of Orlando executed on February 9, 2011 is included with this Addendum as an Attachment to the RFP.

9. The Locally Funded Agreement for Mast Arm Upgrades between the Florida Department of Transportation and Orange County executed on February 15, 2011 is included with this Addendum as an Attachment to this RFP.

10. The City of Winter Park Design Build Utility Agreement is included with this Addendum as an Attachment to this RFP.

11. The Railroad Reimbursement Agreement Grade Crossing and Grade Crossing Traffic Control Devices executed on February 21, 2011 is included with this Addendum as an Attachment to this RFP.

Please respond upon receipt, and direct any questions to Tina Knox at (386) 943-5529, or at christina.knox@dot.state.fl.us

Posted: March 4, 2011 @ 3:00 PM

By: Tina Knox

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Original Draft: 10/22/2010
Revised: 1/20/2011

Agency: City of Orlando	Fund: LF	Financial Management No.:
Vendor No: F596000396035	Contract Amount: $ 154,837	239496-2-52-01

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF ORLANDO

This **AGREEMENT**, made and entered into this 9th day of February, 2011, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF ORLANDO, a Florida Municipal Corporation (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: "Extension of State Road 423/434 from Shader Road to State Road 424", said project being known as Financial Management (FM) Number 239496-2-52-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds for: The Upgrade of Standard Strain Pole Traffic Signals to Mast Arms Signalization at the Intersection of State Road 423 and State Road 500/US 441, in Fiscal Year 2010/2011, said Project being known as FM# 239496-2-52-01, and said improvements shall hereinafter be referred to as the "Additional Improvements"; and

City Council Meeting: 1-24-11
Item: I-06 Documentary: 110124I06

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost effective manner, the LOCAL GOVERNMENT desires to have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in "Exhibit A";

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The terms of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the Extension of State Road 423/434 from Shader Road to State Road 424 and to be constructed as a part of said Project.

3. The LOCAL GOVERNMENT agrees to inspect, maintain, maintain paint, repair and replace the mast arms in perpetuity in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement previously signed by the parties hereto. The parties agree that, upon installation, the mast arm structures shall be owned by the DEPARTMENT and the DEPARTMENT shall be entitled to inspect the mast arm structures at all times.

4. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

5. Participation by the LOCAL GOVERNMENT of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of the Additional Improvements cost is **$ 154,837.00 (One Hundred Fifty Four Thousand Eight Hundred Thirty Seven Dollars and No/100).** The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The LOCAL GOVERNMENT agrees that it will, upon execution of this Agreement, furnish the DEPARTMENT an advance deposit in the amount of **$154,837.00 (One Hundred Fifty Four Thousand Eight Hundred Thirty Seven Dollars and No/100)** for full payment of the estimated cost of the Additional Improvements. The advance deposit shall be the total estimated cost for the Additional Improvements. The DEPARTMENT may utilize this deposit for payment of the cost of the Additional Improvements.

(C) Both parties further agree that in the event the Additional Improvements are not constructed or this Agreement is terminated prior to commencement of construction of the Project, the funds provided by the LOCAL GOVERNMENT for construction of the Additional Improvements will be returned to the LOCAL GOVERNMENT. However, in the event the LOCAL GOVERNMENT decides not to participate in the Additional Improvements of the Project prior to construction, the LOCAL GOVERNMENT agrees to furnish the DEPARTMENT 25% (twenty five percent) of the estimated Additional Improvements cost to cover the extra cost associated with design plan revisions. The LOCAL GOVERNMENT will provide the 25% charge to the DEPARTMENT within fourteen (14) calendar days of notification that the LOCAL GOVERNMENT will not participate in this Agreement. If in the event the LOCAL GOVERNMENT has made the advance deposit required herein prior to their decision not to participate, the DEPARTMENT shall be entitled to retain 25% of the advance deposit amount and to remit the 75% balance to the LOCAL GOVERNMENT.

(D) If the accepted bid amount for the Additional Improvements is in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the accepted bid amount is in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to the DEPARTMENT'S Project Manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project.

(E) If the accepted bid amount for the Additional Improvements is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount if such refund is requested by the LOCAL GOVERNMENT in writing.

(F) Should Project modifications or changes to bid items occur that increase the LOCAL GOVERNMENT'S share of total Additional Improvements costs, the LOCAL GOVERNMENT will be notified by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below.

(G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the

construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of five (5) years after final close out of the Project. The LOCAL GOVERNMENT will be notified of the final cost of the Additional Improvements. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess plus accrued interest will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(H) In the event the final accounting of total Additional Improvements cost is greater than the total deposits plus accrued interest to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Florida Statutes, Section 55.03, on any invoice not paid within forty (40) calendar days until the invoice is paid.

(I) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached MOA between the LOCAL GOVERNMENT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury. All interest earned will remain in the account for purposes of the Project.

(J) The DEPARTMENT and the LOCAL GOVERNMENT agree that the payment shall be an asset of the DEPARTMENT for the cost of the work.

(K) Contact Persons:

Florida Department of Transportation

Holly Lopenski	Dennisse Zornan
Special Projects/MS 4-521	Project Management/MS 542
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5520	PH: (386) 943-5184
holly.lopenski@dot.state.fl.us	dennisse.zornan@dot.state.fl.us

City of Orlando

Jeffrey Arms, PE, PTOE, AICP
Transportation Capital Improvements Manager
400 South Orange Avenue
Orlando, Florida 32801
(407) 246-3377
Jeffrey.Arms@CityofOrlando.net

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "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 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 1 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 $25,000.00 and which have a term for a period of more than 1year."

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

A. All persons employed by the LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and

B. All persons, including subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the contract with the Department.

10. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this 27 day of January, 2011, and the DEPARTMENT has executed this Agreement this 9th day of February, 2011.

CITY OF ORLANDO

By: _____

Name: Antonio L. Ortiz

Title: Mayor Pro Tem

Attest: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: George S. Lovett

Title: Director of Transportation Development

Attest: _____

Executive Secretary

Legal Review

_____

City Attorney

Legal Review: _____

Financial Provision Approval by
Department of Comptroller on:

February 25, 2010

Exhibit "A"

SCOPE OF SERVICES

Mast Arm Signal Upgrades

FM# 239496-2-52-01

The existing traffic signal at the Intersection of State Road 423 and State Road 500/US 441 is located within the City of Orlando. The LOCAL GOVERNMENT wishes to upgrade from standard FDOT concrete strain pole signals to mast arm signalization. All elements of this traffic signal shall be compatible with the City of Orlando signal system. The LOCAL GOVERNMENT shall pay the DEPARTMENT for the difference between the standard strain poles signals and the mast arm signals.

The DEPARTMENT'S Contractor shall construct the mast arm signals as part of the roadway (signalization) construction contract at the Intersection of State Road 423 and State Road 500/US 441.

The LOCAL GOVERNMENT is responsible for the cost difference between the standard FDOT concrete strain pole signals and the mast arm structures. The LOCAL GOVERNMENT shall be responsible for preventive and periodic maintenance (as explained below), in perpetuity, of the mast arm signals, as stated in the Traffic Signal Maintenance and Compensation Agreement previously signed by the parties hereto, and as explained below.

Preventative Maintenance includes but is not limited to:

Tightening of nuts and replacing nuts and bolts (not including anchor bolts); Replace missing cap covers and access hole cover plates; Cleaning; Removal of soil built up around foundations (lighting, signs and connections); Repair and/or removal of grout pads; vermin guard installation; tree trimming; response to traffic impact; wiring issues, including improper grounding; reattaching anchor bolt covers and access hole covers.

Periodic Maintenance includes but is not limited to:

Repair of cracks in mast arm structure; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts; repair of arm; and replacement of mast arm; and address improper standoff distance.

Exhibit "B"

Estimate

FM# 239496-2-52-01

SUMMARY OF ESTIMATED BID PRICES FOR MAST ARMS

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the construction fiscal year.

ESTIMATED COST

Description	Quantity	Unit Price	Estimated Cost
Mast Arm,	4	$47,688.25	$190,753.00
		Total	$190,753.00
Strain Pole- Span Wire –	4	$8,591.00 $1552.00	$34,364.00 $1,552.00
		Strain pole credit	**$35,916.00**
		LFA Estimate	**$154,837.00**

Note: This is only an estimate and is subject to change based on actual bid prices.

Exhibit "C"

Resolution

FM# 239496-2-52-01

RESOLUTION NO. 110124506

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE CITY OF ORLANDO CITY COUNCIL ON THE 24 DAY OF January, 2011, AUTHORIZING THE EXECUTION OF A LOCALLY FUNDED AGREEMENT FOR THE UPGRADE OF STANDARD STRAIN POLE TRAFFIC SIGNALS TO MAST ARMS SIGNALIZATION AT THE INTERSECTION OF STATE ROAD 423 AND STATE ROAD 500/US 441 (FM#239496-2-52-01).

WHEREAS, the State of Florida Department of Transportation is engaged in a project for the Extension of State Road 423/434 from Shader Road to State Road 424; and

WHEREAS, the CITY OF ORLANDO requested the State of Florida Department of Transportation to include additional services for the Upgrade of Standard Strain Pole Traffic Signals to Mast Arms Signalization at the Intersection of State Road 423 and State Road 500/US 441 on the aforementioned project (FDOT Financial Management Number 239496-2-52-01).

NOW, THEREFORE, BE IT RESOLVED by the City of Orlando City Council, that the Mayor or Mayor Pro Tem is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation a Locally Funded Agreement for the aforementioned project (FDOT Financial Management Number 239496-2-52-01).

ADOPTED THIS 24 **DAY OF** January, **2011**

ATTEST:

Diana C Brenner

City Clerk

1/26/11

Date

CITY OF ORLANDO CITY COUNCIL

Mayor or Mayor Pro Tem

1/25/11

Date 1/25/11

City Council Meeting: 1.24.11

Item: FUG Documentary: 110124506

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JAN 25 2011 NP/CMS/CAS

Agency: Orange County Vendor No: F596000773125	Fund: LF Contract Amount: $115,185.00	Financial Management No.: 239496-2-52-01

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY

This **AGREEMENT**, made and entered into this 15th day of February, ~~2010~~ 2011, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and ORANGE COUNTY, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: "Extension of State Roads 423 and 434, from Shader Road to State Road 424 (Edgewater Drive), said project being known as Financial Management (FM) Number 239496-2-52-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds for: The Upgrade of Standard Strain Pole Traffic Signals to Steel Mast Arms Signalization at the Intersection of State Road 424 and State Road 434, in Fiscal Year 2010/2011, said Project being known as FM# 239496-2-52-01, and said improvements shall hereinafter be referred to as the "Additional Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost effective manner, the LOCAL GOVERNMENT desires to have

said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in "Exhibit A";

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The terms of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S Plans for the Extension of State Roads 423 and 434, from Shader Road to State Road 424 (Edgewater Drive), and to be constructed as a part of said Project.

3. The LOCAL GOVERNMENT agrees to inspect, maintain, maintain paint, repair and replace the steel mast arms in perpetuity in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement previously signed by the parties hereto. The parties agree that, upon installation, the steel mast arm structures shall be owned by the DEPARTMENT and the DEPARTMENT shall be entitled to inspect the mast arm structures at all times.

4. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

5. Participation by the LOCAL GOVERNMENT of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of the Additional Improvements cost is **$115,185.00 (One Hundred Fifteen Thousand One Hundred Eighty-Five Dollars and No/100)**. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the COUNTY to that effect.

(B) The LOCAL GOVERNMENT agrees that it will, upon execution of this agreement, furnish the DEPARTMENT an advance deposit in the amount of **$115,185.00 (One Hundred Fifteen Thousand One Hundred Eighty-Five Dollars and No/100)** for full payment of the estimated cost of the Additional Improvements. The advance deposit shall be the total estimated cost for the Additional Improvements. The DEPARTMENT may utilize this deposit for payment of the cost of the Additional Improvements.

(C) Both parties further agree that in the event the Additional Improvements are not constructed or this Agreement is terminated prior to commencement of construction of the Project, the funds provided by the LOCAL GOVERNMENT for construction of the Additional Improvements will be returned to the LOCAL GOVERNMENT. However, in the event the LOCAL GOVERNMENT decides not to participate in the Additional Improvements of the Project prior to construction, the LOCAL GOVERNMENT agrees to furnish the DEPARTMENT twenty-five percent (25%) of the estimated Additional Improvements cost to cover the extra cost associated with design plan revisions. The LOCAL GOVERNMENT will provide the twenty-five percent (25%) charge to the DEPARTMENT within fourteen (14) calendar days of notification that the LOCAL GOVERNMENT will not participate in this Agreement. If in the event the LOCAL GOVERNMENT has made the advance deposit required herein prior to their decision not to participate, the DEPARTMENT shall be entitled to retain twenty-five percent (25%) of the advance deposit amount and to remit the seventy-five percent (75%) balance to the LOCAL GOVERNMENT.

(D) If the accepted bid amount for the Additional Improvements is in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to

the bid amount. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the accepted bid amount is in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to the DEPARTMENT'S Project Manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project.

(E) If the accepted bid amount for the Additional Improvements is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount if such refund is requested by the LOCAL GOVERNMENT in writing.

(F) Should Project modifications or changes to bid items occur that increase the LOCAL GOVERNMENT'S share of total Additional Improvements costs, the LOCAL GOVERNMENT will be notified by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below.

(G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the Project. The LOCAL GOVERNMENT will be notified of the final cost of the Additional Improvements. Both parties agree that in the event the final

accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess plus accrued interest will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(H) In the event the final accounting of total Additional Improvements cost is greater than the total deposits plus accrued interest to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Florida Statutes, Section 55.03, on any invoice not paid within forty (40) calendar days until the invoice is paid.

(I) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached MOA between the LOCAL GOVERNMENT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury. All interest earned will remain in the account for purposes of the Project.

(J) The DEPARTMENT and the LOCAL GOVERNMENT agree that the payment shall be an asset of the DEPARTMENT for the cost of the work.

(K) Contact Persons:

Florida Department of Transportation

Dianne Peek
Special Projects/MS 521
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5400
Dianne.peek@dot.state.fl.us

Dennisse Zornan
Consultant Project Manager/MS 542
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5184
Dennisse.zornan@dot.state.fl.us

Orange County

Joseph Kunkel
Deputy Director of Public Works
4200 S. John Young Parkway
Orlando, Florida 32839
PH: (407) 836-7972
Joe.kunkel@ocfl.net

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "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 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 1 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 $25,000.00 and which have a term for a period of more than one (1) year."

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable

and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of JAN 2 5 2011, 2010, and the DEPARTMENT has executed this Agreement this 15th day of February, ~~2010~~ 2011

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

By: _____

Name: Teresa Jacobs

Title: Mayor

PWKS-C-02 20110125

Attest: _____

Legal Review

_____
County Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: George S. Lovett

Title: Director of Transportation Development

Attest: _____
Executive Secretary

Legal Review: _____

Financial Provision Approval by
Department of Comptroller on:

2/24/2010

Exhibit "A"

SCOPE OF SERVICES

Mast Arm Signal Upgrades

FM#: 239496-2-52-01

Orange County wishes to upgrade from standard FDOT concrete strain pole signals to mast arm signalization. Orange County shall pay the Department for the difference between the standard strain poles signals and the mast arm signals. The Department's Contractor shall construct the mast arm signals as part of the roadway (signalization) construction contract at the Intersection(s) of State Road 424 and State Road 434.

Exhibit "B"

Estimate

FM#239486-2-52-01

SUMMARY OF ESTIMATED BID PRICES FOR MAST ARMS

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the construction fiscal year.

ESTIMATED COST

Description	Quantity	Unit Price	Estimated Cost
Mast Arm, Mast Arm,	4	$37,775.25	$151,101.00
		Total	
Strain Pole- Span Wire –	4	$8,591.00 $1552.00	$34,364.00 $1,552.00
		Strain pole credit	**$35,916.00**
		LFA Estimate	**$115,185.00**

Note: This is only an estimate and is subject to change based on actual bid prices.

Original Draft: 2/24/2010
Revised:12/13/2010

Exhibit "C"

Resolution

FM# 239496-2-52-01

DESIGN/BUILD UTILITY AGREEMENT

Financial Project ID: 239496 2	**Federal Project ID: 8785 018 U**
County: Orange	**State Road No.: 423**
District Document No: 1	
Utility Agency/Owner (UAO): City of Winter Park	

THIS AGREEMENT, entered into this 2 day of 23, year of 2011, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and City of Winter Park, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **UAO** owns certain utility facilities which are located on a public road or publicly owned rail corridor, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the **FDOT** is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as SR 423/434 Extension From Shader Road to Edgewater, State Road No. 423, hereinafter referred to as the "Project"; and

WHEREAS, the Project may require the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the **FDOT** has decided to use the design/build process to complete the Project; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Pre-bid Coordination

a. The **UAO** shall, on or before 02/09/2011, determine the location of the **UAO's** Facilities within the limits of the Project in accordance with the requirements of the **FDOT's** Utility Accommodation Manual, gather that information at a single reasonable place selected by the **UAO**, and advise the **FDOT** in writing of the place and the name and telephone number of a contact person for the **UAO** who has charge over the information.

b. Upon being presented with a copy of the notification from the **FDOT** of being short listed for the Project, the **UAO** shall allow entities short listed for the Project to review, at reasonable times, the information on the location of the Facilities at the place identified pursuant to subparagraph 1.a. above.

c. The **UAO** shall also permit the short listed entities to obtain copies of the location information. If the **UAO** cannot make copies for the short listed firm, the **UAO** shall cooperate with the short listed firm in getting copies made elsewhere. All copies, regardless of where made, will be at the expense of the short listed firm.

2. Relationship with Design/Build Firm

a. The **UAO's** relationship with the design/build firm under contract to the **FDOT** (hereinafter referred to as the "**FIRM**") can consist of one of the following arrangements:

(1) The **UAO** performs all design and construction services for the Utility Work (hereinafter referred to as **"Arrangement 1"**).

(2) The **UAO** performs all design services and the **FIRM** performs all construction services for the Utility Work (hereinafter referred to as "**Arrangement 2**").

(3) The **FIRM** performs all design and construction services for the Utility Work (hereinafter referred to as "**Arrangement 3**").

b. The following steps shall be used to establish which arrangement described in subparagraph 2.a. will apply:

(1) The **FIRM** shall notify the **UAO** in writing that it will be performing the Project within five (5) days of entering into the contract with **FDOT**. The notice shall state which of the Arrangements described in subparagraph 2.a. above the **FIRM** desires to have with the **UAO**.

(2) Within 30 days of the date of the notice from the **FIRM** described in subparagraph 2.b.1. above, the **UAO** shall

respond in writing to the **FIRM** stating which of the Arrangements described in subparagraph 2.a. above the **UAO** desires to have with the **FIRM**.

(3) If the **UAO** and the **FIRM** do not agree in writing within 56 days from the notice from the **FIRM** described in subparagraph 2.b.(1) above as to which Arrangement to have, the Arrangement will automatically be **Arrangement 1**.

(4) If **Arrangement 2** or **Arrangement 3** are agreed upon and the Utility Work will be at the **UAO's** expense under subparagraph 4 herein, the Arrangement will automatically be converted to **Arrangement 1** if amount to be paid by the **UAO** to the **FIRM** cannot be agreed upon between the **UAO** and the **FIRM**.

(5) The **UAO** shall provide copies of all correspondence between the **UAO** and the **FIRM** to **FDOT** relating to Section 2, relationship with Design/Build Firm.

3. Performance of Utility Work

The following procedures shall apply to performance of the Utility Work based on which Arrangement is established pursuant to subparagraph 2 of this Agreement:

a. Arrangement 1

(1) At such time as the **FIRM** has its plans for the phase or segment of the Project (the "Project Plans") prepared to a level where the impact on the **UAO's** Facilities and the nature and extent of the Utility Work can be determined, the **FIRM** will provide a copy of the plans to the **UAO**.

(2) The **UAO** shall have 45 days from receipt of the Project Plans to mark a preliminary Utility Work design concept on the Project Plans and return the marked Project Plans to the **FIRM**.

(3) The **FIRM** shall have 7 days from receipt of the marked Project Plans to review the design concept and return comments to the **UAO**.

(4) The **UAO** shall have a reasonable amount of time to prepare and return to the **FIRM** plans for the Utility Work (the "Utility Plans") and a Utility Work Schedule (the "Schedule") for the Utility Work. If the Utility Work is at the **FIRM**'s expense, the **UAO** shall also prepare a detailed cost breakdown for the Utility Work (the "Estimate"). The Utility Plans, Schedule, and Estimate shall be prepared based on the comments received from the **FIRM**. The reasonableness of the time allowed shall be based on the nature and amount of Utility Work required, and the **FIRM**'s schedule for the Project. Matters unique to the **UAO** and its resource allocations shall not be taken into consideration.

(5) In the event that the **FIRM** finds any deficiencies in the Schedule, the Estimate, or the Utility Plans, the **FIRM** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice.

(6) After receipt of a corrected Schedule, Estimate, and Utility Plans, the **FIRM** will issue a work order to the **UAO** which authorizes the Utility Work to proceed upon the **UAO** obtaining an **FDOT** utility permit, if applicable.

(7) The **UAO** shall perform the Utility Work in accordance with the Schedule and the Utility Plans. Time shall be of the essence in complying with the total time shown by the Schedule for the Utility Work as well as any and all interim time frames specified therein. The Utility Work shall be performed in a manner and using such methods so as to not cause a delay to the **FIRM** in the prosecution of the Project. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FIRM** caused by errors or omissions in the Utility Plans, Schedule, or Estimate (including inaccurate location of the Facilities); failure to perform the Utility Work in accordance with the Utility Plans and Schedule; or failure of the **UAO** to comply with any other obligation under this Agreement or under the law.

(8) All Utility Work shall be performed by **UAO's** own forces or its contractor. The **UAO** shall be responsible for obtaining any and all permits that may be necessary to perform the Utility Work unless otherwise specifically agreed to in writing. The **FDOT's** Engineer (as that term is defined by the **FDOT's** contract with the **FIRM**) has full authority over the Project, and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** Engineer as well as the **FIRM**. In so doing, the **UAO** shall make such adjustments and changes in the Utility Plans and Schedule as the **FDOT's** Engineer shall determine are necessary for the prosecution of the Project and shall stop work or modify work upon order of the **FDOT's** Engineer as determined by the **FDOT's** Engineer to be necessary for public health, safety or welfare. The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO's** failure to comply with its obligations under this Agreement or under the law including, but not limited to, its obligations under the Utility Plans and Schedule.

(9) The process established above shall apply separately to each phase or segment of the Project as established in accordance with the contract between the **FIRM** and the **FDOT**.

b. Arrangement 2

(1) All steps set forth under **Arrangement 1** above shall apply to **Arrangement 2** except steps (7) and (8); provided, however, that the **UAO** shall not be required to prepare a Schedule and the Estimate shall be limited to the cost of design for the Utility Work only. As part of the Utility Plans, the **UAO** shall prepare appropriate technical special provisions for the Utility Work that shall be reviewed and revised along with the Utility Plans as part thereof.

(2) The **FIRM** shall perform the Utility Work (except for the design services) in accordance with the Utility Plans.

(3) The **UAO** shall be entitled to have a reasonable number of representatives on the site of the Project to verify that the Utility Work is being properly performed by the **FIRM**.

c. Arrangement 3

(1) At such time as the **FIRM** has Project Plans prepared to a level where the impact on the **UAO's** Facilities and the nature and extent of the Utility Work can be determined, the **FIRM** will provide a copy of the Project Plans to the **UAO**. The Project Plans shall include a preliminary Utility Work design concept.

(2) The **UAO** shall have 14 days from receipt of the Project Plans to review them, and provide comments to the **FIRM**.

(3) At such time as the **FIRM** has prepared final Project Plans, including the Utility Work, the **FIRM** will provide a copy thereof to the **UAO**. The final Project Plans shall incorporate the comments of the **UAO** provided that the comments are reasonable and do not impair or create inconsistencies with the **FIRM's** contract with the **FDOT**.

(4) The **UAO** shall have 14 days from receipt of the final Project Plans to notify the **FIRM** of any errors or omissions, taking into consideration the limitations on the **FIRM's** obligation to accommodate the **UAO's** comments as set forth in subparagraph c.(3) above.

(5) The **FIRM** shall make final corrections to the Project Plans and provide a copy thereof to the **UAO**.

(6) The **FIRM** shall perform the construction services for the Utility Work in accordance with the Project Plans.

(7) The **UAO** shall be entitled to have a reasonable number of representatives on the site of the Project to verify that the Utility Work is being properly performed by the **FIRM**.

(8) The process established above shall apply separately to each phase or segment of the Project, as established in accordance with the contract between the **FIRM** and the **FDOT**.

4. Cost of Utility Work

a. The Utility Work will be at the expense of the **FIRM** under this Agreement when the Project is federal aid eligible and approved for reimbursement pursuant to the provisions of Section 337.403(1)(a), Florida Statutes, when a written agreement incidental to a right-of-way acquisition process requires the **FDOT** to compensate the **UAO** for the costs of any subsequent relocation of the Facilities, or when the **UAO** holds a compensable property right in the existing location of the Facilities at the time of the Project and the terms of the instrument granting the **UAO** its property right do not require the **UAO** to perform Utility Work at the **UAO's** expense without reimbursement. In any other circumstances, the Utility Work will be performed at the sole cost and expense of the **UAO**.

b. The method to be used in calculating the cost of the Utility Work to be performed by the **UAO** if the Utility Work is at the cost of the **FIRM** and Arrangement 1 or Arrangement 2 is in place, shall be one of the following, as specified by the **UAO** at the time the Arrangement is established unless the **UAO** and the **FIRM** agree in writing to another method of determining the cost:

(1) Actual and related indirect costs accumulated in accordance with a work order accounting procedure established by the **FDOT**.

(2) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the **UAO** and approved by the **FDOT**. (If this option is selected, the **UAO** shall provide written evidence of such approval).

c. In determining the amount of the cost of the Utility Work to be at the expense of the **FIRM**, a credit will be required for any increase in the value of the new Facility and for any salvage derived from the old Facility. These credits shall be determined as follows:

(1) Increase in value credit.

(a) Expired Service Life. If an entirely new Facility is constructed and the old Facility retired, credit for the normally expected service life of the old Facility will be applied.

(b) Upgrading. A percentage of the total cost of the Utility Work, based on the extent of the betterment obtained from the new Facilities will be applied to the **FIRM's** obligation.

(2) Salvage Value. The **FIRM** shall receive salvage value credit for any salvage which shall accrue as a result of the above Utility Work. If the construction services for the Utility Work are being performed by the **UAO**, it shall be the **UAO's** responsibility to ensure recovery of salvageable materials and to report the salvage to the **FIRM**.

(3) The amount of the credits required above shall be determined by mutual agreement between the **UAO** and the **FIRM**. If the **UAO** and the **FIRM** are unable to agree on the amount of a credit, the **FDOT** shall determine the amount based on historical information available to the **FDOT**. The **FDOT's** determination of the credit amount shall be final.

5. Payment for the Cost of the Utility Work

a. If the Utility Work is at the **UAO's** expense, then the **UAO** shall pay the **FIRM** an amount negotiated between the **UAO** and the **FIRM** for construction services under **Arrangement 2** and for design and construction services under **Arrangement 3**.

b. If the Utility Work is at the **FIRM**'s expense, then the **FIRM** shall pay the **UAO** under **Arrangement 1** the amounts as established pursuant to subparagraph 4.b. hereof for design and construction services, less the credits as determined pursuant to subparagraph 4.c. hereof.

c. If the Utility Work is at the **FIRM**'s expense, then the **FIRM** shall pay the **UAO** under **Arrangement 2**, the amounts as established pursuant to subparagraph 4.b. hereof for design services.

d. If the Utility Work is at the **FIRM**'s expense, then the **UAO** shall pay the **FIRM** under **Arrangement 2** and **Arrangement 3** the amount of the credits as determined pursuant to subparagraph 4.c. hereof.

e. The payments as described above shall be made under such terms and conditions as the **FIRM** and the **UAO** agree upon. In the event that the **FIRM** and the **UAO** are unable to agree upon payment terms and conditions, all amounts to be paid shall be due and payable within 30 days after acceptance by **FDOT** of the last phase or sequence of the Project on which Utility Work of the **UAO** is to be performed. If both the **UAO** and the **FIRM** are to make payments to the other, then the amounts may be offset and only the net amount due will be paid by the party owing that amount.

6. Unforeseen Work

If unforeseen work arises during the performance of the Utility Work, it shall be performed under the Arrangement that is applicable to the Utility Work it arose in connection with. If the Utility Work is to be performed at the expense of the **UAO**, the work is being performed by the **FIRM** under Arrangement 2 or 3, and the **UAO** and the **FIRM** cannot agree on a price for the unforeseen work, the amount the **FIRM** will be paid for the unforeseen work will be determined through the same method as additional work is paid by **FDOT** under **FDOT's** contract with the **FIRM**. If the unforeseen work does not arise in connection with other Utility Work, it shall be treated as a separate phase or segment of the Project under this Agreement. The **FDOT** reserves the right to make the final determination as to whether any unforeseen work must be performed.

7. Out of Service Facilities

No Facilities shall be left in place on **FDOT's** Right of Way after the Facilities are no longer active (hereinafter "Placed out of Service/Deactivated"), unless specifically allowed by **FDOT** in advance, in writing, and in accordance with the Utility Accommodation Manual and the Permit.

8. Default

a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT**.

(2) Pursue a claim for damages suffered by the **FDOT** or the public.

(3) Pursue any other remedies available in law or equity.

(4) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under

Section 337.403(3) of the Florida Statutes.

b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.

(2) Pursue any other remedies available in law or equity.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties, nor from any statutory obligations that either party may have with regard to the subject matter hereof.

9. Indemnification

For Non-Government-Owned Utilities,

The **UAO** shall indemnify, defend and hold harmless the **FDOT** and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any error, neglect or omission by the **UAO**, its agents, employees, or subcontractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees or subcontractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within seven (7) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable. Only a final adjudication or judgment finding the **UAO** is not liable shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

10. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

11. Third Party Rights

The **UAO** acknowledges and agrees that the **FIRM** is hereby made an intended third party beneficiary of this Agreement with full rights of enforcement under that status as if it was a party to this Agreement. This provision is made a part of this Agreement notwithstanding Section 337.11(1), Florida Statutes, it being agreed by the **UAO** and the **FDOT** that said statutory provision prohibits a non-party hereto from claiming incidental third party beneficiary rights, but does not prohibit the express creation of an intended third party beneficiary. In addition, without limiting the provisions of any other part of this Agreement, the **UAO** hereby releases the **FDOT** and its employees from and waives its right to pursue any claim arising out of the actions of the **FIRM** or the **UAO's** direct dealings with the **FIRM**, it being understood that the **UAO** shall also be given intended third party beneficiary rights against the **FIRM** as it relates to matters arising out of the performance under this Agreement as though the **FIRM** was a party hereto.

12. Miscellaneous

a. If the Utility Work is at the expense of the **FIRM** under this Agreement, will be performed by the **UAO** and the **FDOT's** contract with the **FIRM** will be funded with Federal Aid, the **UAO** shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Utility Work covered by this Agreement, and such compliance will be governed by one of the following methods as determined at the time of the issuance of the work order:

(1) The **UAO** will perform all or part of such Utility Work by a contractor paid under a contract let by the **UAO**, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the **UAO**.

(2) The **UAO** will perform all of its Utility Work entirely with **UAO's** forces, and Appendix "A" of Assurances is not required.

(3) The Utility Work involved is agreed to by way of just compensation for the taking of the **UAO's** facilities on right-of-way in which the **UAO** holds a compensable interest, and Appendix "A" of Assurances is not required.

(4) The **UAO** will perform all such Utility Work entirely by continuing contract, which contract to perform all future Utility Work was executed with the **UAO's** contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.

b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.

c. Pursuant to Section 287.058 of the Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.

e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Time is of essence in the performance of all obligations under this Agreement.

g. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

David Zusi
401 Park Avenue South
Winter Park, FL 32789

If to the **FDOT**:

Florida Department of Transportation
Gerges Ishak
133 S. Semoran Boulevard
Orlando, FL 32807

If to the **FIRM**, then to person first giving any notice to the **UAO** under this Agreement or such other person as may be designated in writing by the **FIRM** from time to time.

h. PUBLIC ENTITY CRIME INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

with any public entity, and may not transact business with any public entity.

13. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

☐ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.

☒ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Winter Park

BY: (Signature) Kenneth W. Bradley **DATE:** 2-16-11

(Typed Name: Kenneth W. Bradley)

(Typed Title: Mayor)

Recommend Approval by the District Utility Office

BY: (Signature) _____ **DATE:** 2-21-11

FDOT Legal review

BY: (Signature) _____ **DATE:** 2-22-11

FDOT Legal Counsel

NOTE: FIRM signs below after they have been selected to perform the project.

JOINDER:
By execution of this Joinder provision, the FIRM hereby confirms the third party beneficiary of the UAO as described in Paragraph 11 of this Agreement and as more fully set forth in the specifications for the Project.

Name of the FIRM: _____

BY: (Signature) _____ **DATE:** ____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ **DATE:** 2/23/11

(Typed Name: George Lovett)

(Typed Title: District Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ **DATE:** _____

(Typed Name: _____**)**

(Typed Title: _____**)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Design/Build Utility Agreement

APPENDIX: "CHANGE TO FORM DOCUMENT"

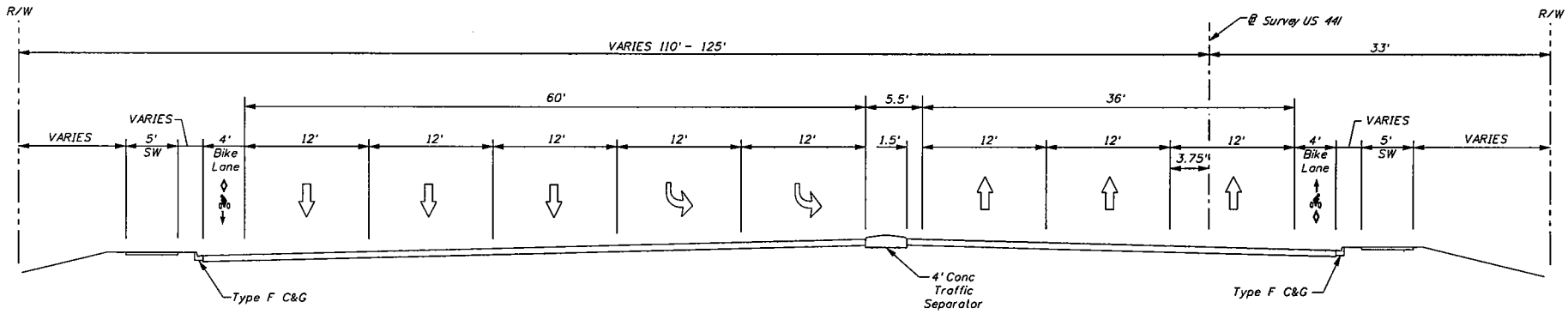
The following changes are hereby made to the Design/Build Utility Agreement, between the **State of Florida Department of Transportation** (the **"FDOT"**) and **City of Winter Park** (the "**UAO**") dated the 23 day of February, 2011, for the project identified as Financial Project Identification Number 239496-2-52-01.

1. Paragraph 9 – Indemnification is deleted in its entirety.

Consent Agenda

a. Approve the minutes of 1/24/11. – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
b. Authorize incentives to existing and new utility billing customers for utilizing green billing and collection practices. – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
c. Approve the electronic scanning fee of $1.00 per page for large building plans of building permit applicants for electronic file storage.
d. Approve award of RFP-3-2011 for Contract Management Software to Florida Business Technologies dba Informa Software; $29,200.
e. Approve the following purchases and contracts:
    1. PR 146122 to Sternberg Lanterns for the owner direct purchase of decorative lights and bollards for the Community Center (36,064.52)
    2. PR 146128 to Performance Sports Systems for the owner direct purchase of athletic equipment for the Community Center ($27,844.34)
    3. PR 146129 to Modernfold for the owner direct purchase of acousti seal products for the Community Center ($39,370.35)
    4. PR 146145 to Hammerhead Trenchless Equipment for the purchase of a demo HB100 Hydroburst Pipe Bursting Machine ($182,176.44) – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
    5. PR 146158 to Harwood Bricks for the purchase of bricks for the Community Center ($43,410)
    6. PR 146163 to Turner Construction Company for the purchase and installation of audio visual/technological equipment for Community Center ($239,855)
    7. Deduct change order #3 ($1,217,133.58) against the contract as a result of sales tax savings) to Community Center contract with Turner Construction Company (RFQ-17-2009) and authorize the Mayor to execute the change order document
    8. Design/Build Utility Agreement with State of Florida Department of Transportation and authorize the Mayor to execute the agreement
    9. Task Authorization CDM-2011-01 with Camp Dresser & McKee, Inc. (CDM) for Comprehensive Water, Wastewater and Reclaimed Water Rate Study and authorize the Mayor to execute the Task Order.
    10. Change Order Request No. COR-010 with Turner Construction Company for the Community Center and authorize the Mayor to execute the change order
    11. Piggybacking the Florida Sheriff's Association contract #10-18-0907 for the purchase of Pursuit, Administrative Non-Pursuit, Utility Vehicles, Trucks & Vans, & Other Fleet Equipment and authorize the Mayor to execute the Piggyback Contracts as required for specific vehicle purchases
    12. Piggybacking the City of Orlando contract # IFB 11-0003-2 with B & T Woods, Inc. for Transmission Repair and Replacement and authorize the Mayor to execute the Piggyback Contract ($10,000)
    13. Piggybacking the Clay County contract #08/09-3 with Musco Sports Lighting, LLC for Sports Lighting and authorize the Mayor to execute the Piggyback Contract and approve a Blanket Purchase Order (Total expenditure ($200,000)

Motion made by Commissioner Anderson to approve Consent Agenda items 'c', 'd', 'e'-1-3 and 'e'-5-13; seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.



US 441 FUTURE 6 LANE TYPICAL SECTION

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY: XXX MM-YY
CHECKED BY: XXX MM-YY
DESIGNED BY: XXX MM-YY
CHECKED BY: XXX MM-YY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID

SHEET TITLE:

PROJECT NAME:

REF. DWG. NO.

SHEET NO.

tom_roach 2/3/2010 4:45:18 PM L:\2128756_SEC2 - Year 6\John Young Parkway TIGER RFP\us441_typsrd01.dgn

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

OFFICE OF THE
SECRETARY

March 3, 2011

Ms. Karen Kuivinen
Pinsly Railroad Co.
53 S. Hampton Rd.
Westfield, MA 01085

Subject: ***Railroad Reimbursement Agreement Grade Crossing and Grade Crossing Traffic Control Devices***
FM No. 239496-2-57-01
SR-423/434/Carter Rd.
City of Orlando
RR Crossing No. 621558-V
RR Milepost No. ST-809.30
Orange County

Dear Karen,

Enclosed is a fully executed agreement, dated February 21, 2011, for the installation of one MBM tub-type crossing surface, cantilever, flashing lights & gates and median gates at the above location.

The work under this contract shall be performed in accordance with the provisions of the DEPARTMENT Procedure No. 725-080-002 Appendix d.4 and Rule 014-46.002 "Responsibility for the Cost of Railroad / Highway Crossings", Florida Administrative Code, dated July 22, 1982.

This is your Notice to Proceed.

If you have any questions, please feel free to call me.

Sincerely,

Jim Ganey

Jim Ganey
District Railroad Coordinator
386-943-5331

cc: Scott Allbritton – FDOT
Pete Petree – FCRR
Tom Sword - FCRR
Garry Caudill – Progress Rail

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES

725-090-19
RAIL
OGC - 10/08

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
23949625701	SR423/434/Carder Rd	ORANGE	1(75000-X&S) G	N/A

THIS AGREEMENT, made and entered this 21st day of FEBRUARY, 2011, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and FLORIDA CENTRAL RAILROAD COMPANY, INC., a corporation organized and existing under the laws of FLORIDA, with its principal place of business in the City of PLYMOUTH, County of ORANGE, State of FLORIDA, hereinafter called the COMPANY;

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the State Highway System, designated by the Financial Project ID 239496-2-57-01, on SR-423/434/CARDER ROAD, which crosses at grade the right of way and track(s) of the COMPANY'S Mile Post ST 809.30, FDOT/AAR Crossing Number 621558-V, at or near LOCKHART, Florida as shown on the DEPARTMENT'S Plan Sheet No. 41, 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 hereby grants to the DEPARTMENT the right to construct and maintain the highway at grade, and necessary approaches thereto, across its right of way and over its track(s) at the hereinabove referred to location.

2. The COMPANY will provide, furnish, or have furnished, all necessary materials required for and will construct or have constructed at the DEPARTMENT'S expense a Standard Railroad Crossing Type MBM CONCRETE in accordance with the DEPARTMENT'S Standard Index No. 560 attached hereto and by this reference made a part hereof. Upon completion of the crossing the COMPANY shall be responsible for the maintenance of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area at the DEPARTMENT'S expense. The DEPARTMENT shall also be responsible for the maintenance cost of the highway roadbed outside of the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon written approval of the DEPARTMENT, perform such periodic maintenance work and bill the DEPARTMENT directly for the costs thus incurred that are the responsibility of the DEPARTMENT.

3. The COMPANY shall furnish the necessary materials and install automatic grade crossing signal and/or other traffic control devices at said location on an actual cost basis, and in accordance with the DEPARTMENT'S Plans and Standards Index Number 17882 attached hereto and by reference made a part hereof.

4. After said automatic crossing signals and/or other traffic control devices have been installed and/or adjusted 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 successors or assigns shall operate the automatic grade crossing signals and/or other traffic control devices, 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 DEPARTMENT will bear the cost of maintaining the grade crossing traffic control devices that are the subject of this Agreement in the amount of one hundred (100%) of the cost enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision as long as the said devices are located on the State-Maintained Highway System. If the crossing traffic control devices installed and/or modified are no longer required at the point of installation they may be removed to another location as agreed upon and at the expense of the party requiring such removal or relocation. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.

5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term 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 in 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 ($25,000.00) and which have a term for a period of more than one year."

6. All work contemplated hereunder shall at all times be subject to the approval of the COMPANY'S Chief Engineer or his authorized representative. The DEPARTMENT or the DEPARTMENT'S Contractor shall give the COMPANY'S Division Engineer and/or Superintendent at least seventy-two (72) hours notice prior to the performance of any work within the limits of the COMPANY'S right of way.

7. The DEPARTMENT will compensate the COMPANY for the cost of watchmen or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to the COMPANY'S tracks and whenever the contractor is performing work requiring movement of employees, trucks, or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 10.

8. The DEPARTMENT will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of $2,000,000.00 , for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed by Federal funds. with respect to bodily injury, death or property damage, is limited to a combined amount of $6,000,000.00 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of $2,000,000.00 for all personal injuries, death, or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

9. The DEPARTMENT will bear the cost of all temporary and permanent changes made necessary in the COMPANY'S signal wire line or other facilities and in the wire line facilities of any utility that has compensable interest on the COMPANY'S right of way occasioned by the construction of said crossing and the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 10.

10. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said Highway in accordance with the provisions set forth in the:

☒ (a) DEPARTMENT Procedure 725-080-002 Appendix D.4 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code,

☐ (b) Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, Part 646, Subpart B,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all such work with its own forces or by a contractor paid under a contract held by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

11. The DEPARTMENT hereby agrees to reimburse the COMPANY, as detailed in this Agreement, for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions above . 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.

12. 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 estimate of the costs thereof in the amount of $850,000.00 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.

13. 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 directly to the DEPARTMENT. Separate records as to costs of contract bid items and force account items performed by the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

14. 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 of $0.00, as supported by a detail analysis of estimated costs attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds $100,000.)

15. The installation and/or adjustment of the COMPANY'S facility as planned ○ will ◉ will not involve additional work over and above 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) 0.00 % 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) and/or ☐ (expired service life) and/or ☐ (nonreimbursable segments) in accord with Article 14.(c) hereinabove.

16. 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 adjustment work.

17. 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.

18. 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 items contained in the estimate attached hereto. The DEPARTMENT shall reimburse the COMPANY for all actual costs attributable to the project. 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 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 above reimbursement provisions, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs approved by the DEPARTMENT'S auditor.

19. 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.).

20. 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.

21. Bills for travel expenses specifically authorized in this Agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011, Florida Administrative Code, and the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

22. In accordance with Section 215.422, Florida Statutes, the followings 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. 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 date 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.

23. 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 COMPANY'S general accounting records and the project records, together with supporting documents and records, of the COMPANY and all subcontractors performing work on the project, and all other records of the COMPANY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

24. 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.

25. 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.

26. The DEPARTMENT reserves the right to unilaterally cancel this Agreement for refusal by the COMPANY or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

27. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby granted to the DEPARTMENT shall thereupon cease and terminate and the DEPARTMENT will, at its sole cost and in a manner satisfactory to the COMPANY, remove said crossing and restore the COMPANY'S property to the condition previously found, provided that the COMPANY may, at its option, remove the said crossing and restore its property, and the DEPARTMENT will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 10.

28. 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 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 subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from sole negligence of the DEPARTMENT, its officers, agents, or employees.

29. The "Rider to Railroad Reimbursement Agreement By and Between Florida Central Railroad and Florida Department of Transportation", a copy of which is attached hereto as Exhibit A, is hereby incorporated to this Agreement.

30. The "Railroad Reimbursement Agreement - Grade Separation" dated February 21, 2003, a copy of which is attached hereto as Exhibit B, is hereby incorporated to this Agreement.

31. Due to time constraints with this project, the COMPANY agrees to review and provide comments or approve Plans within fifteen (15) calendar days, from the date received.

32. The following paragraphs were modified or added, prior to execution by all parties:
- Paragraphs 2, 4, 29, 30 and 31

33. 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.

Company _____ Date 2/7/11
Department _____ Date 2-24-2011

***** Paragraph 33 was added subsequent to being signed by all parties *****

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers the day and year first written above.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____ Date : FEB 2 1 2011

TITLE : DIRECTOR - TRANSPORTATION OPERATIONS

COMPANY: FLORIDA CENTRAL RAILROAD COMPANY, INC.

BY: _____ Date : 12/19/10

TITLE : PRESIDENT

Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements
BY: _____ 2/18/2011	BY: _____	BY: _____
Attorney - DOT Date	Comptroller - DOT Date	FHWA Date

Contract No: AQ668
Financial Project No(s): 239496-2-57-01
Project Description: SR-434 / Carder Road – Railroad Reimbursement Agreement - Grade Crossing and Crossing Traffic Control Devices

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Florida Central Railroad Company, Inc.
Authorized Signature: _____
Title: PRESIDENT
Date: 2/7/11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
RAIL
OGC - 01/06

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
23949625701	SR-423/434/Carder Rd	ORANGE	1(75000-X&S)G	N/A

COMPANY NAME: FLORIDA CENTRAL RAILROAD COMPANY, INC.

A. FDOT/AAR XING NO.: 621558-V RR MILE POST TIE: ST 809.30

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

CLASS	DESCRIPTION	COST*
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.

Ganey, Jim

From: The job FI989HLR
Sent: Monday, January 31, 2011 4:35 PM
To: Ganey, Jim
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQ668

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AQ668 Contract Type: AA Method of Procurement: R
Vendor Name: FLORIDA CENTRAL
Vendor ID: VF581706789001
Beginning date of this Agmt: 01/26/11
Ending date of this Agmt: 12/31/21
Contract Total/Budgetary Ceiling:

****

Description:
239496-2 / FCR / $850,000 / JYP Ext.

****

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		
55 054010508	*OM	*139975	* 850000.00	*23949625701	*127	*
2011		*55150200		*088717/11		
W001		*00	* AGR-1	*0001/04		

TOTAL AMOUNT: *$ 850,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 01/31/2011

PROJECT SCOPE & COST ESTIMATE

* DISTRICT FIVE RAILROAD OFFICE *

PROJECT INFORMATION

FINANCIAL PROJECT NO.	**: 239496-2-57-01**
LOCATION	**: SR-423 / SR-434 / Carder Road**
COUNTY	**: Orange**
RR CROSSINGS NO.	**: 622394-K and 621558-V**
RR MILEPOST NO.	**: ST-809.75 and ST-809.30**
RR COMPANY	**: Florida Central Railroad**

TYPE OF PROJECT :

PE and Flagging during construction of the new John Young Pkwy. Ext. Grade Separation over the FCRR right-of-way at Crossing #622394-K. Also installation of a concrete MBM tub-type Crossing, Cantilevers, Flashing Lights and Gates, Median Gates and Ped Gates at Crossing # 621558-V.

TOTAL ESTIMATED PHASE 57 COSTS

$ 25,000	**FCRR Preliminary Engineering**
182,500	**FCRR Flagging** (365 days x $500 per day)
306,500	**FCRR MBM Tub Crossing Surface**
336,000	**FCRR CFL&G's, Median & Ped Gates**
$ 850,000	**Total**

Prepared by: Jim Ganey
District Five Railroad Coordinator

Date : 2/15/10

BASE THICKNESS AND OPTION CODES

Base Group	Structural Range	Base Group Pay Item Number	Base Options							
			Limerock LBR 100	Cemented Coquina LBR 100	Shell Rock LBR 100	Bank Run Shell LBR 100	Graded Aggregate Base LBR 100	Type B-12.5	B-12.5 And 4" Granular Subbase, LBR 100 *	TRAP Base
			Structural Number (Per. In.)							
			(0.18)	(0.18)	(0.18)	(0.18)	(0.15)	(0.30)	(0.30 & 0.15)	(NA)
1	0.65-0.75	701	4"	4"	4"	4"	4½"	△ 4"		□ 5"
2	0.80-0.90	702	5"	5"	5"	5"	5½"	△ 4"		
3	0.95-1.05	703	5½"	5½"	5½"	5½"	6½"	△ 4"		
4	1.05-1.15	704	6"	6"	6"	6"	7½"	△ 4"		
5	1.25-1.35	705	7"	7"	7"	7"	8½"	4½"		
6	1.35-1.50	706	8"	8"	8"	8"	9"	5"		
7	1.50-1.65	707	8½"	8½"	8½"	8½"	10"	5½"		
8	1.65-1.75	708	9½"	9½"	9½"	9½"	11"	5½"		
9	1.75-1.85	709	10"	10"	10"	10"	12"	6"	4"	
10	1.90-2.00	710	11"	11"	11"	11"	Ø 13"	6½"	4½"	
11	2.05-2.15	711	12"	12"	12"	12"	Ø 14"	7"	5"	
12	2.20-2.30	712	12½"	12½"	12½"	12½"		7½"	5½"	
13	2.35-2.45	713	Ø 13½"	Ø 13½"	Ø 13½"	Ø 13½"		8"	6"	
14	2.45-2.55	714	Ø 14"	Ø 14"	Ø 14"	Ø 14"		8½"	6½"	
15	2.60-2.70	715						9"	7"	

GENERAL NOTES

1. On new construction and complete reconstruction projects where an entirely new base is to be built, the design engineer may specify just the Base Group and any of the unrestricted General Use Optional Bases shown in that base group may be used. Note, however, that some thick granular bases are limited to widening which prevents their general use.
2. Where base options are specified in the plans, only those options may be bid and used.
3. The designer may require the use of a single base option, for instance Type B-12.5 in a high water condition. This will still be bid as Optional Base.

* For granular subbase, the construction of both the subbase and Type B-12.5 will be paid for under the contract unit price for Optional Base. Granular subbases include Limerock, Cemented Coquina, Shell Rock, Bank Run Shell and Graded Aggregate Base at LBR 100. The base thickness shown is Type B-12.5. All subbase thicknesses are 4".

Ø To be used for widening only, three feet or less.

△ Based on minimum practical thicknesses.

□ Restricted to nonlimited access shoulder base construction.

GENERAL USE OPTIONAL BASE GROUPS AND STRUCTURAL NUMBERS

BASE THICKNESS AND OPTION CODES

Base Group	Structural Range	Base Group Pay Item Number	Base Options						
			Limerock Stabilized LBR 70	Shell LBR 70	Shell Stabilized LBR 70	Sand-Clay LBR 75	Soil Cement (300 psi) (Plant Mixed)	Soil Cement (300 psi) (Road Mixed)	Soil Cement (500 psi) (Plant Mixed)
			Structural Number (Per. in.)						
			(0.12)	(0.12)	(0.10)	(0.12)	(0.15)	(0.15)	(0.20)
1	0.60-0.75	701	5"	5"	7"	5"	5"	5"	4"*
2	0.75-0.90	702	6½"	6½"	8½"	6½"	5½"	5½"	4"
3	0.95-1.05	703	8"	8"	9½"	8"	6½"	6½"	5"
4	1.05-1.15	704	9"	9"	10½"	9"	7½"	7½"	5½"
5	1.20-1.35	705	10"	10"	12"	10"	8½"	8½"	6"
6	1.30-1.45	706	11"	11"		11"	9"		7"
7	1.45-1.60	707	12½"	12½"		12½"	10"		7½"
8	1.65-1.75	708					11"		8½"

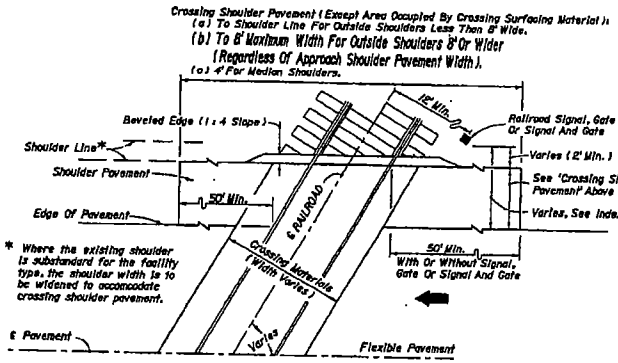
Not Recommended For 20 Year Design Accumulated 18 Kip Equivalent Single Axle (ESAL) Loads Greater Than 1,000,000

Note:

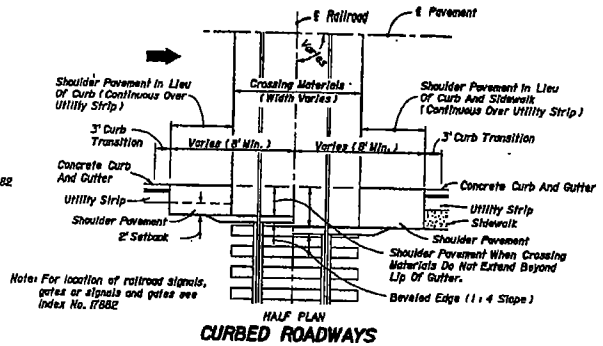
These base materials may be used on FDOT projects when approved in writing by the District Materials Engineer and shown in the plans.

* Based On Minimum Practical Thickness

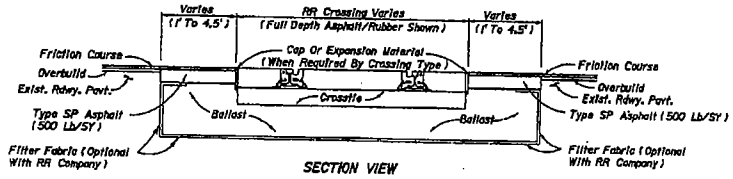
LIMITED USE OPTIONAL BASE GROUPS AND STRUCTURAL NUMBERS



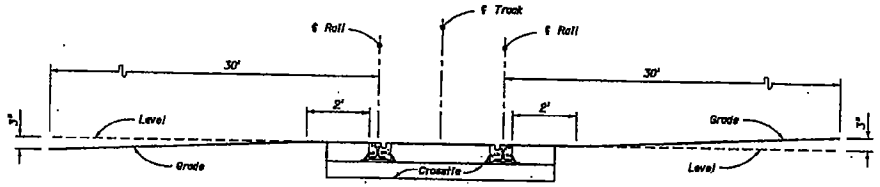
ROADWAYS WITH FLUSH SHOULDERS



CURBED ROADWAYS



TYPICAL CROSSING MATERIAL REPLACEMENT AT RR CROSSINGS



To prevent low-clearance vehicles from becoming caught on the tracks, the crossing surface should be at the same plane as the top of the rails for a distance of 2 feet outside the rails. The surface of the highway should also not be more than 3 inches higher or lower than the top of the nearest rail at a point 30 feet from rail unless track superelevation makes a different level appropriate. Vertical curves should be used to traverse from the highway grade to a level plane at the elevation of the rails. Rails that are superelevated, or a roadway approach section that is not level, will necessitate a site specific analysis for rail clearances.

VERTICAL ROADWAY ALIGNMENT THROUGH A RAILROAD CROSSING

CROSSING SURFACES	
Type	Definition
C	Concrete
R	Rubber
RA	Rubber/Asphalt

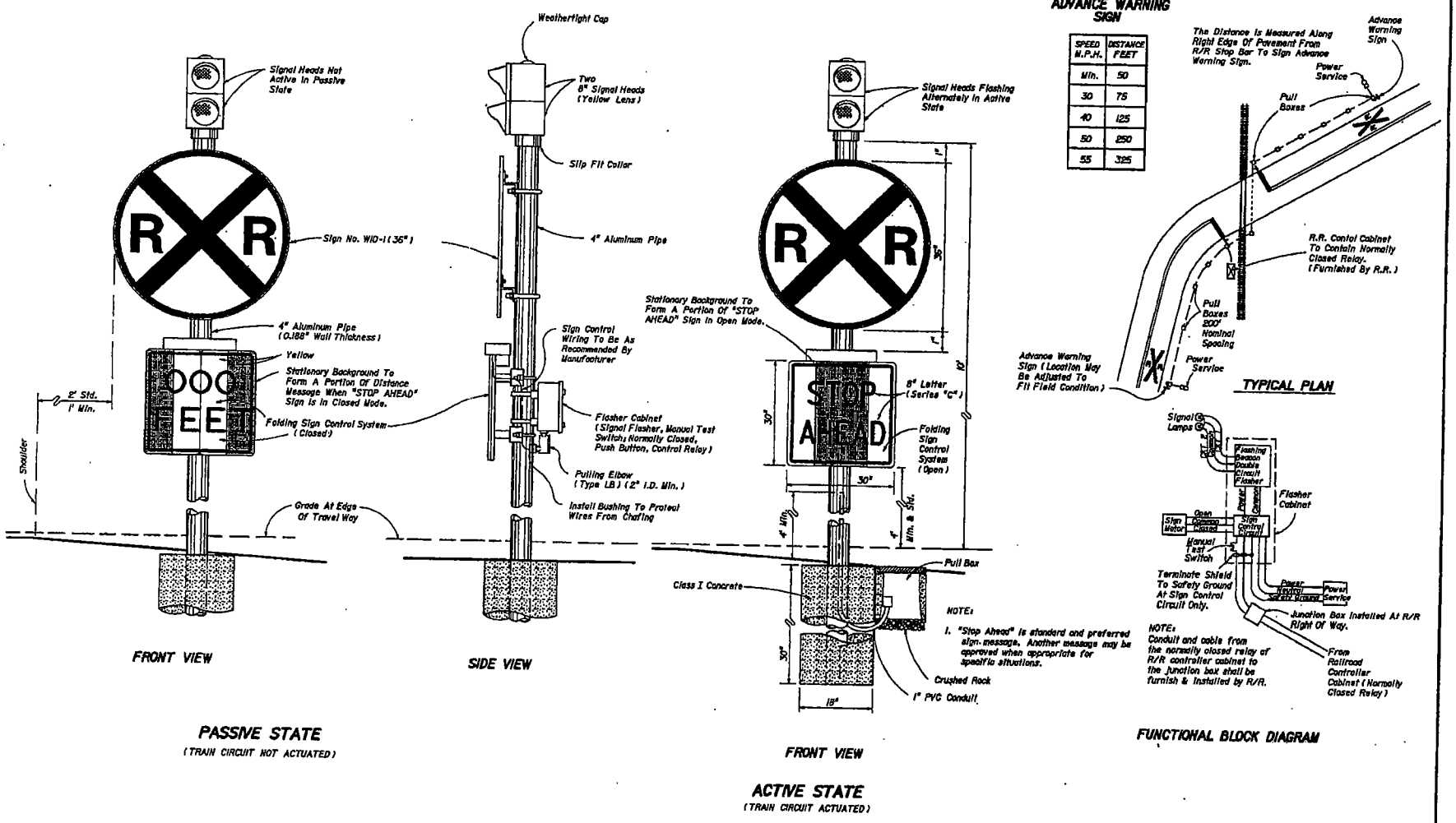
STOP ZONE FOR RUBBER CROSSING	
Design Speed (mph)	Zone Length (Distance From Stop)
45 Or Less	250'
50 - 55	350'
60 - 65	500'
70	600'

Notes:

1. Type R Crossings are NOT to be used for multiple track crossings within zones for an existing or scheduled future vehicular stop. Zone lengths are charted above.
2. Single track Type R Crossings within the zones on the chart may be used unless engineering or safety considerations dictate otherwise.

General Notes

1. The Railroad Company will furnish and install all track bed (ballast), crossties, rails, crossing surface panels and accessory components. All pavement material, including that through the crossing, will be furnished and installed by the Department or its Contractor, unless negotiated otherwise.
2. When a railroad grade crossing is located within the limits of a highway construction project, a transition pavement will be maintained at the approaches of the crossing to reduce vehicular impacts to the crossing. The transition pavement will be maintained as appropriate to protect the crossing from low clearance vehicles and vehicular impacts until the construction project is completed and the final highway surface is constructed.
3. The Central Rail Office will maintain a list of currently used Railroad Crossing Products and will periodically distribute the current list to the District Offices as the list is updated.
4. The Railroad Company shall submit engineering drawings for the proposed crossing surface type to the Construction Project Engineer and/or the District Rail Office for concurrence along with the List of Railroad Crossing Products. The approved engineering drawings of the crossing surface type shall be made a part of the installation agreement.
5. Sidewalks shall be constructed through the crossing between approach sidewalks of the crossing. Sidewalks shall be constructed with appropriate material to allow unobstructed travel through the crossing in accordance with ADA requirements.
6. All asphalt shall be installed in accordance with Index No. 514 and Section 300 of the Standard Specifications.



2006 FDOT Design Standards

ADVANCE WARNING FOR R.R. CROSSING

Last Revision	Sheet No.
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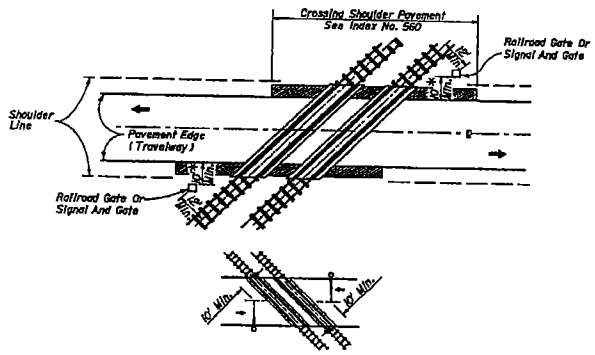
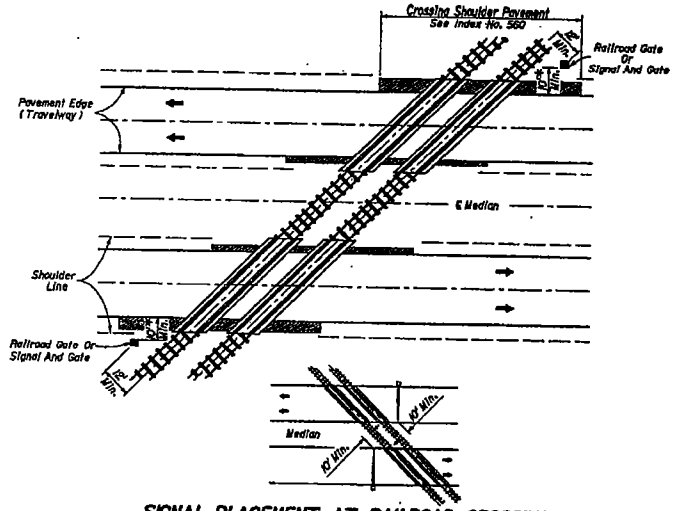
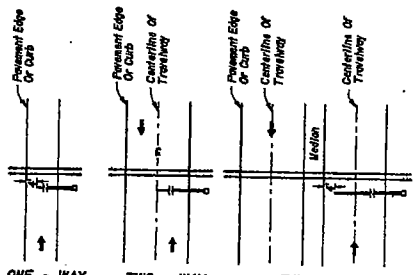
Index No. 17881



SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 - LANE DESIGN)

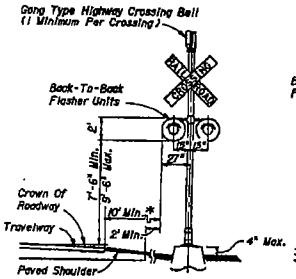


SIGNAL PLACEMENT AT RAILROAD CROSSING
(4 - LANE DESIGN)

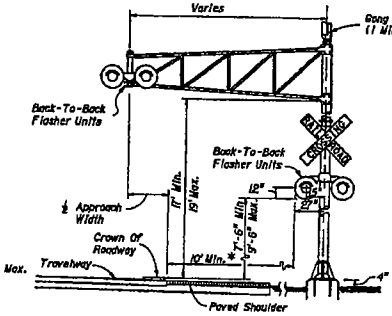


Note :
Arrows denote direction of travel not lane indication

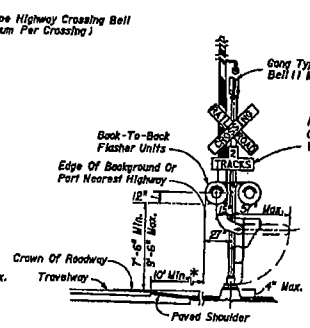
FIGURE I
Gate Length Requirements
See Note 5 Sheet 3



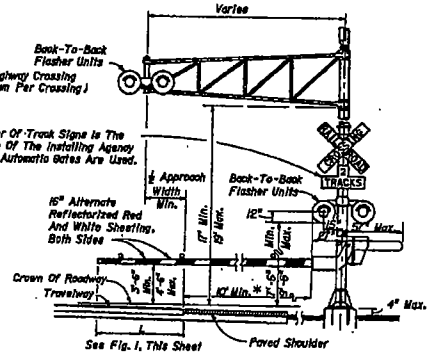
TYPE I



TYPE II



TYPE III



TYPE IV

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

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

General Notes

1. No guardrail is 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 cantilever
   - III Flashing signals with gate
   - IV Flashing signals with cantilever & gate
   - V Gate
5. Class of traffic control devices
   - I Flashing signals - one track
   - II Flashing signals - multiple tracks
   - III Flashing signals and gates - one track
   - IV Flashing signals and gates - multiple tracks

2006 FDOT Design Standards

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

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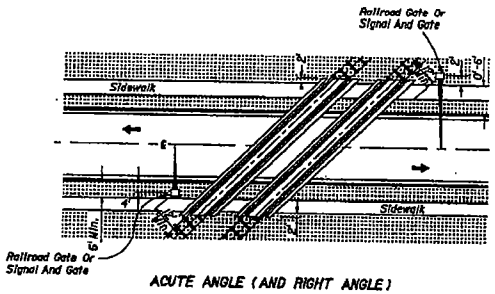
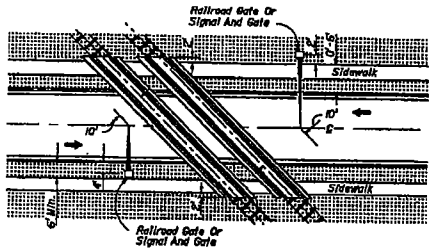
Index No.	
17882	



ACUTE ANGLE (AND RIGHT ANGLE)

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

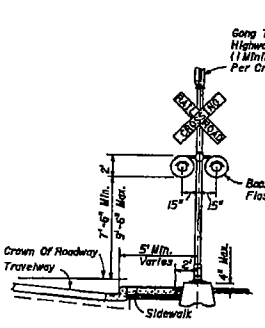


OBTUSE ANGLE

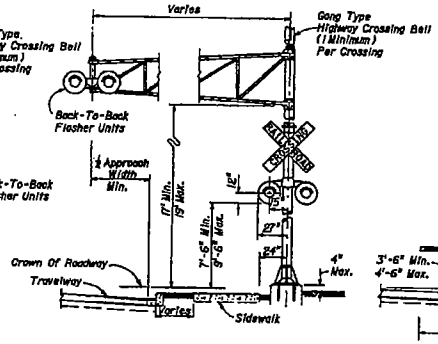
SIGNAL PLACEMENT AT RAILROAD CROSSING (2 LANES, CURB & GUTTER)

GENERAL NOTES

1. The location of flashing signals and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk.
   0' to 6' - Locate device outside sidewalk.
   Over 6' - Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.



TYPE I



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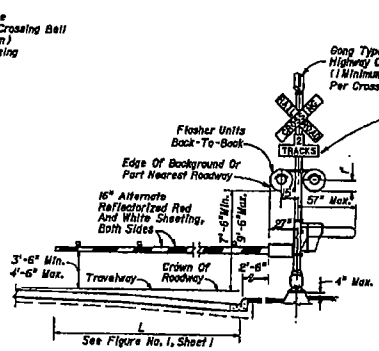
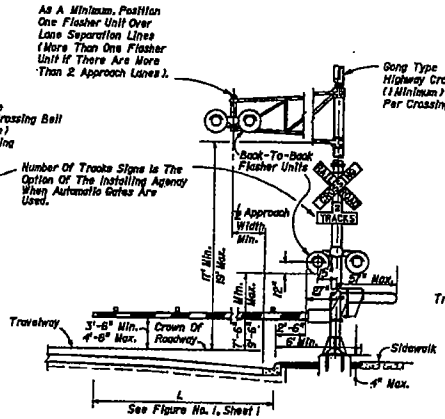
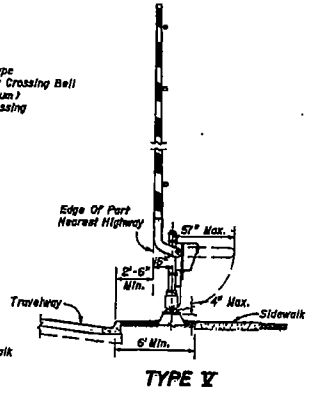


TYPE III

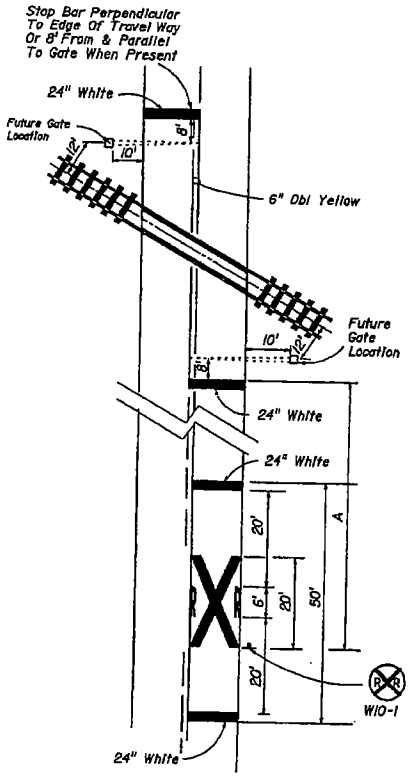


TYPE IV

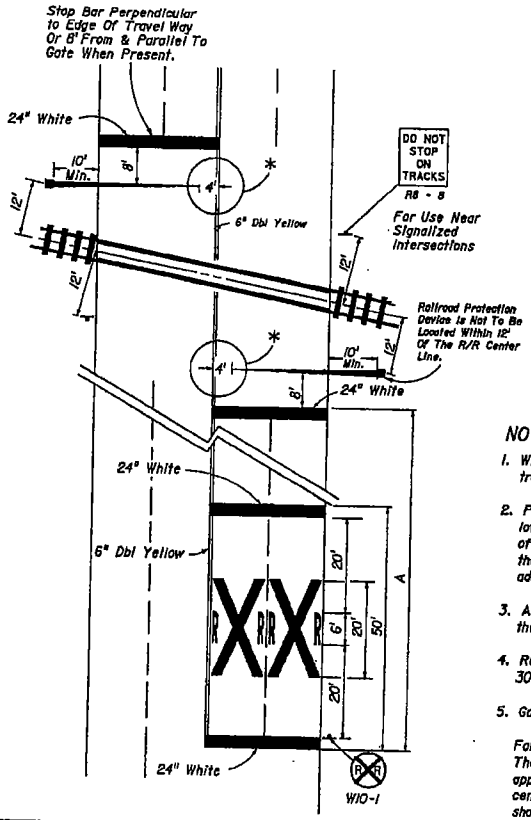


TYPE V

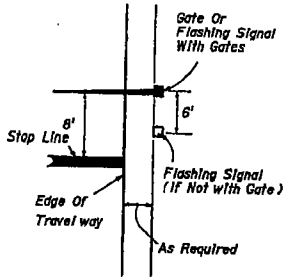
RAILROAD CROSSING AT TWO (2)-LANE ROADWAY

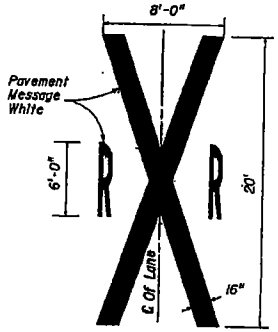


RAILROAD CROSSING AT MULTI-LANE ROADWAY



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES



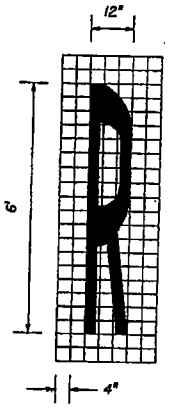


NOTES:

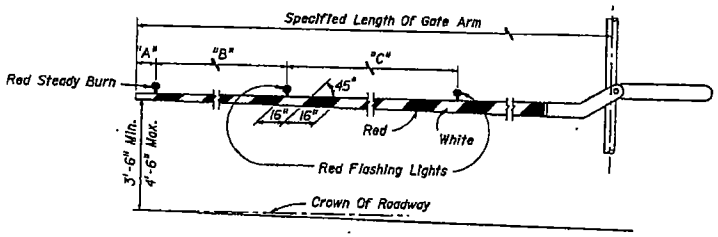
1. When computing pavement message, quantities do not include traverse lines.
2. Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100' from the crossing. Where street intersections occur between the R/R pavement message and the tracks an additional W10-1 sign and additional pavement message should be used.
3. A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
4. Recommended location for FTP-61-04 or FTP-62-04 signs, 100' urban and 300' rural. See Index 17355 for sign details.
5. Gate Length Requirements:

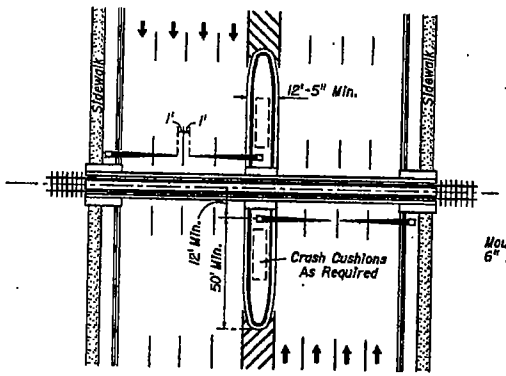
   For two-way undivided sections:
   The gate should extend to within 1' of the center line. On multiple approaches the maximum gate length may not reach to within 1' of the center line. For those cases, the distance from the gate to the center line shall be a maximum of 4'.

   For one-way or divided sections:
   the gate shall be of sufficient length such that the distance from the gate tip to the inside edge of pavement is a maximum of 4'.

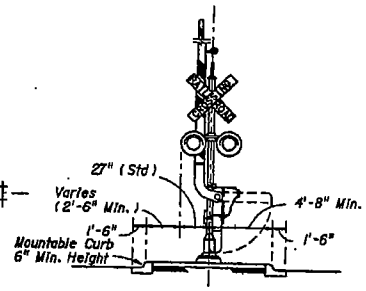


SPEED MPH	"A" IN FT
60	400
55	325
50	290
45	175
40	125
35	100
30	75
URBAN	50 MIN.





PLAN



MEDIAN SECTION AT SIGNAL GATES

NOTE:
For additional information see the "Manual On Uniform Traffic Control Devices", Part VIII; 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"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

MEDIAN SIGNAL GATES FOR MULTI LANE UNDIVIDED URBAN SECTIONS

(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 mph OR LESS)

EXHIBIT A

RAILROAD CROSSING AGREEMENT
BY AND BETWEEN
FLORIDA ROCK INDUSTRIES, INC./VULCAN MATERIALS, FLORIDA CENTRAL RAILROAD AND FLORIDA DEPARTMENT OF TRANSPORTATION
AND
RIDER TO RAILROAD REIMBURSEMENT AGREEMENT
BY AND BETWEEN FLORIDA CENTRAL RAILROAD AND FLORIDA DEPARTMENT OF TRANSPORTATION

COMES NOW, the parties, FLORIDA ROCK INDUSTRIES, INC./VULCAN MATERIALS, FLORIDA CENTRAL RAILROAD, and FLORIDA DEPARTMENT OF TRANSPORTATION, this 12TH day of FEBRUARY, 2009, and mutually attest as follows:

WHEREAS, the Florida Department of Transportation (hereafter "FDOT") is implementing a public project to extend S.R. 434 John Young Parkway (hereafter, "the Project") which results in the expansion and substitution of two-lane rural roadway Carder Road into six-lane urban divided roadway S.R. 434 John Young Parkway.

WHEREAS, FDOT exercised its power of eminent domain in furtherance of the Project to take a portion of Florida Rock Industries, Inc.'s (hereafter, "Florida Rock") Carder Road Block/Batch Plant and Regional Headquarters Property (hereafter, "the Property"). The parcel acquired is identified in the eminent domain case *(State of Florida Dept. of Transportation v. Florida Rock Industries, Inc., et al.*, Case No. 05-CA-9265, Circuit Ct. Ninth Judicial Cir., Orange County, Florida) as Parcel 121. As a material consideration to entry of a Stipulated Final Judgment between FDOT and Florida Rock, the same two parties intend to bind themselves and Florida Central Railroad to the provisions which follow.

WHEREAS, as a direct result of FDOT taking Parcel 121 from Florida Rock, FDOT is replacing the former private railroad crossing and tracks that were designed to accommodate the two-lane rural roadway Carder Road with a new public railroad crossing and tracks designed to accommodate the public six-lane urban divided roadway S.R. 434 John Young Parkway.

IT IS NOW, THEREFORE, AGREED TO AS FOLLOWS BY AND BETWEEN FLORIDA ROCK INDUSTRIES, INC./VULCAN MATERIALS, FLORIDA CENTRAL RAILROAD, and FLORIDA DEPARTMENT OF TRANSPORTATION:

1. Florida Central Railroad shall construct the new railroad crossing, all tracks and crossing infrastructure, required by the Project, which are external to Florida

Rock's post-taking Property boundary. Florida Central Railroad shall construct the new railroad crossing, all tracks and crossing infrastructure, in conformance with the attached construction plans (attachment A). Such construction shall be made by Florida Central Railroad in coordination with FDOT and phased with the completion of FDOT's Project.

2. FDOT shall pay Florida Central Railroad for the construction of the new railroad crossing, all tracks and crossing infrastructure, required by the Project, which are external to Florida Rock's post-taking Property boundary. FDOT shall have ownership in and to the new railroad crossing, all tracks and crossing infrastructure, required by the Project as part of the public right-of-way for S.R. 434 John Young Parkway. As such, FDOT shall be responsible for maintenance of the new railroad crossing. Additionally, the railroad crossing will be classified by FDOT as a "public railroad crossing," in recognition that all tracks and crossing infrastructure are located within the public right-of-way for S.R. 434 John Young Parkway. Such classification and public ownership in and to the new railroad crossing is consistent with the expansion and substitution of two-lane rural roadway Carder Road into six-lane urban divided roadway S.R. 434 John Young Parkway.

3. Florida Rock shall construct, maintain, and own the new railroad tracks required by the Project, which are internal to Florida Rock's post-taking Property boundary. Florida Rock shall construct new railroad tracks internal to their Property in conformance with the attached construction plans (attachment B). Florida Rock shall pay the costs associated with construction and maintenance of the new railroad tracks required by the Project, which are internal to Florida Rock's post-taking Property boundary, as contemplated by the settlement between Florida Rock and FDOT of full compensation. Such construction shall be made by Florida Rock in coordination with FDOT and phased with the completion of FDOT's Project.

4. The adjacent owners to the new public railroad crossing, Florida Central Railroad and Florida Rock, shall have the right to use the new public railroad crossing within the S.R. 434 John Young Parkway right-of-way for the purpose of export or import of industrial materials, building products, or other cargos by rail service to and from the Florida Rock Property in a manner consistent with the design and specifications of the FDOT's Project and as contemplated by the settlement between Florida Rock and FDOT of full compensation.

5. The rate that Florida Rock pays for railroad deliveries from Florida Central Railroad shall not increase due to Florida Central Railroad's construction of the new public railroad crossing and tracks required by the Project.

6. This Railroad Crossing Agreement shall be attached as a rider and otherwise incorporated with any Railroad Reimbursement Agreement by and between FDOT and Florida Central Railroad regarding any railroad crossing, grade crossing, or crossing traffic control devices which result from FDOT's implementation of the Project. To the extent that the terms of this Railroad Crossing Agreement are inconsistent with the terms of the aforementioned Railroad Reimbursement Agreement by and between FDOT and Florida Central Railroad, the terms of this Railroad Crossing Agreement shall control.

_____ signature

J P LEVINE, PRESIDENT print name and title

2/5/09 date

For Florida Central Railroad, Inc.

_____ signature

ALAN E. HYMAN, DIRECTOR-OPERATIONS print name and title

2-12-2009 date

For Florida Department of Transportation

APPROVED AS TO FORM, LEGALITY AND EXECUTION

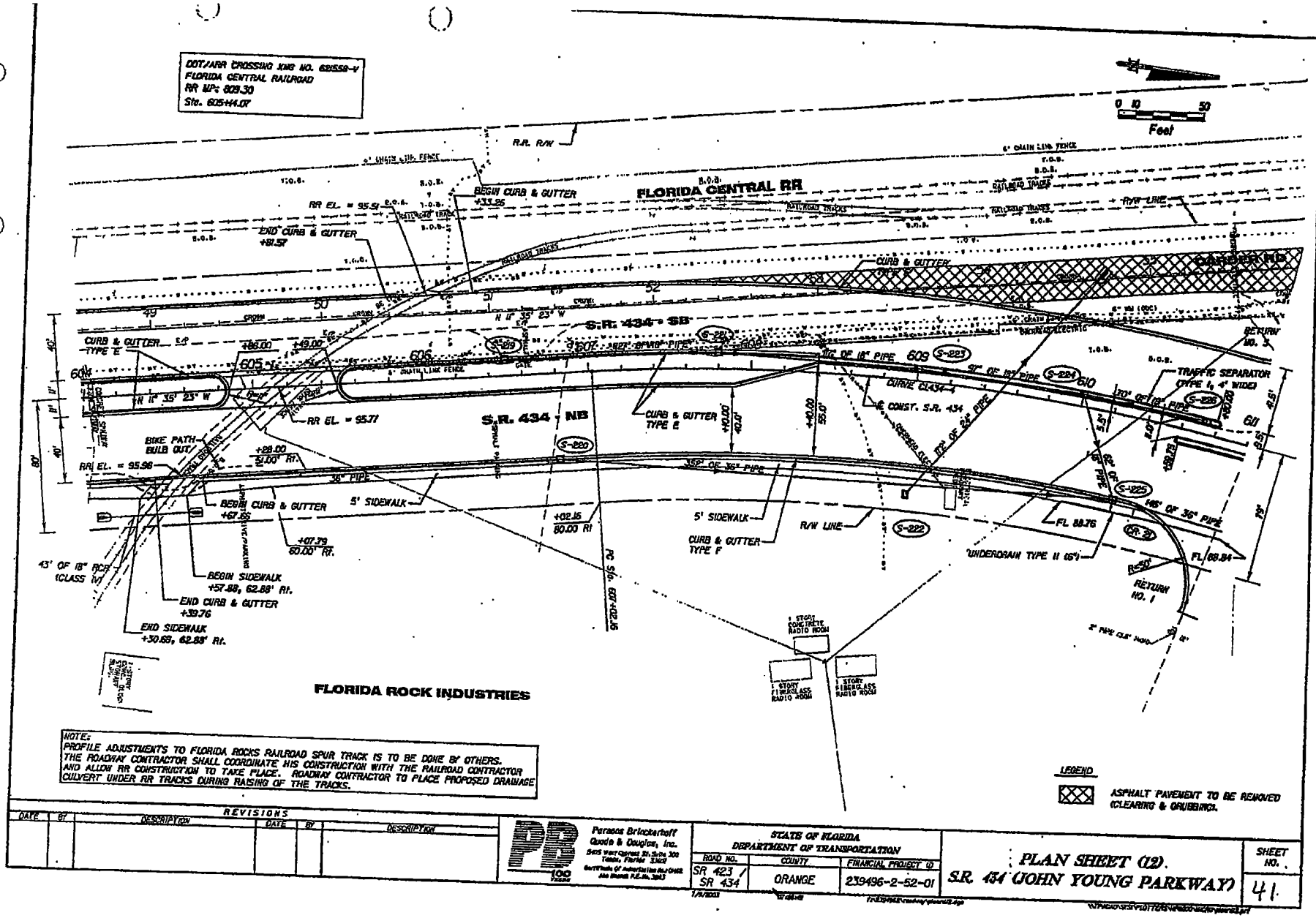
BY: _____
DISTRICT LEGAL COUNSEL

_____ signature

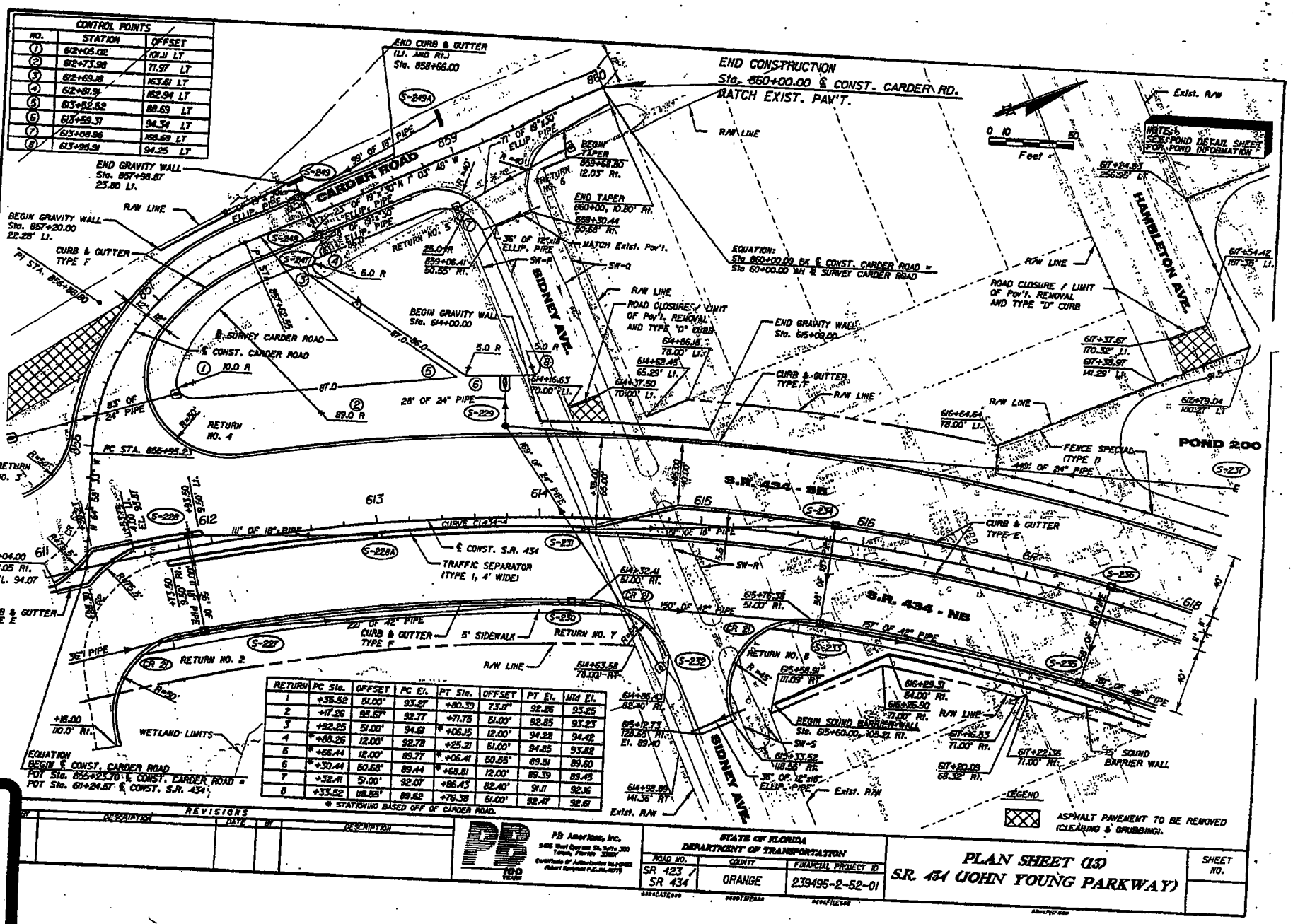
CHRIS THARP
REGIONAL PRESIDENT print name and title

11/12/08 date

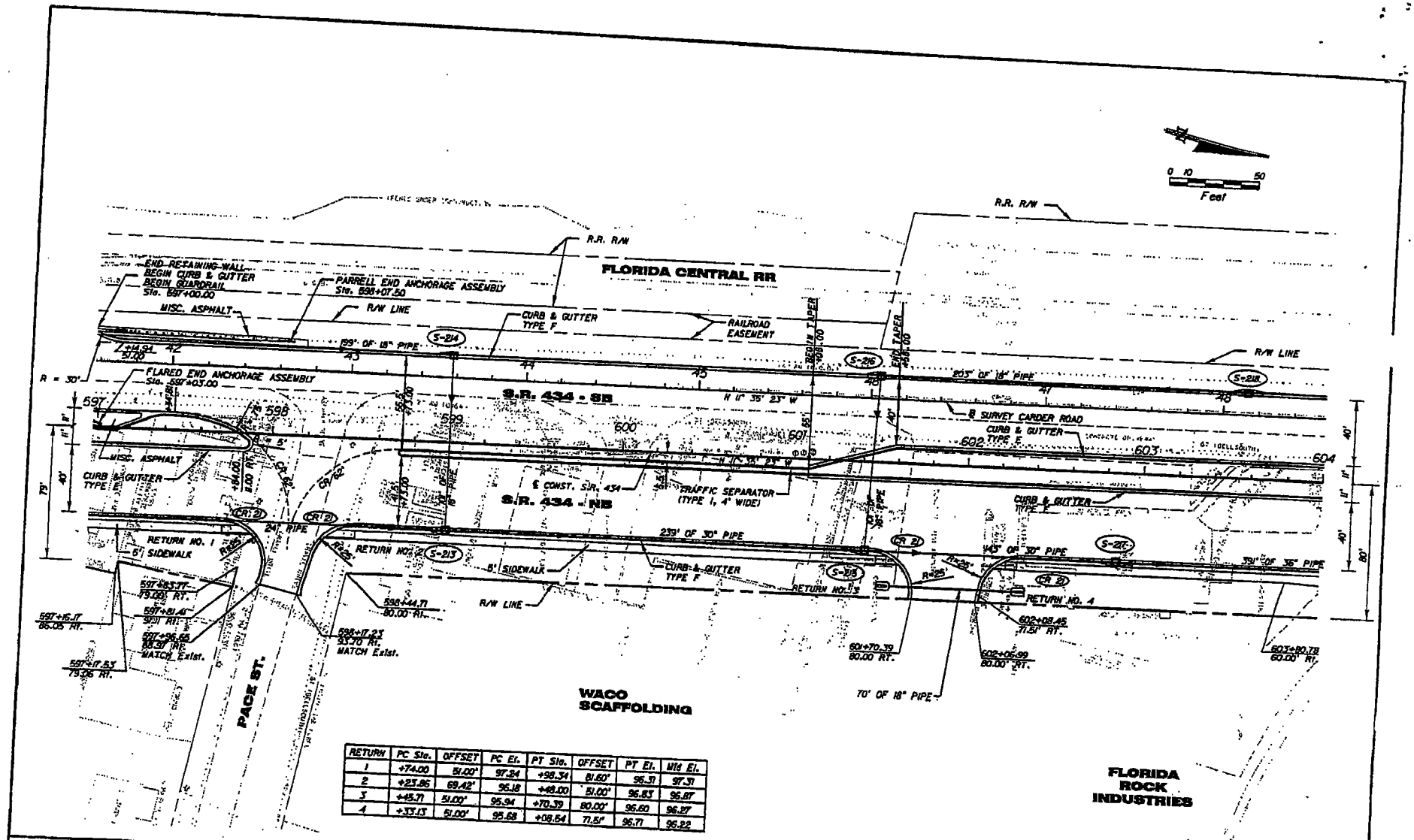
For Florida Rock Industries, Inc./Vulcan Materials



ATTACHMENT A



ATTACHMENT B



RETURN	PC Sta.	OFFSET	PC El.	PT Sta.	OFFSET	PT El.	Mid El.
1	+74.00	51.00'	97.24	+98.34	81.60'	96.31	97.31
2	+23.86	69.42'	96.18	+48.00	51.00'	96.83	96.87
3	+45.71	51.00'	95.94	+70.39	80.00'	96.60	96.27
4	+33.13	51.00'	95.68	+08.64	71.51'	96.71	96.22

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

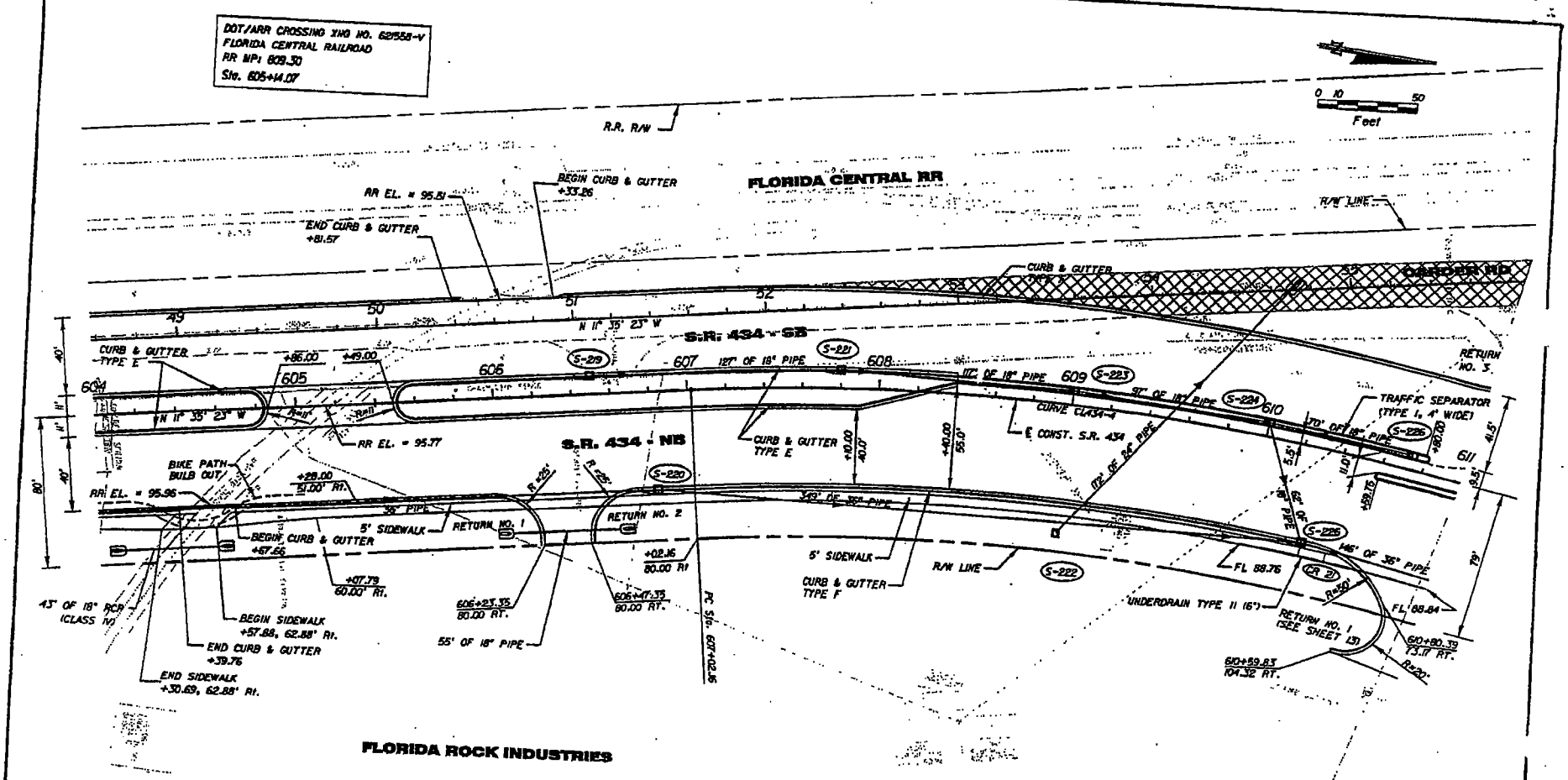
PB Americas, Inc.
6405 West Cypress St. Suite 300
Tampa, Florida 33607
Certificate of Authorization No. 0402
Robert Sedgwick P.E. No. 42776

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 423 / SR 434	ORANGE	239496-2-52-01

PLAN SHEET (11)
S.R. 434 (JOHN YOUNG PARKWAY)

SHEET NO.



NOTE:
PROFILE ADJUSTMENTS TO FLORIDA ROCKS RAILROAD SPUR TRACK IS TO BE DONE BY OTHERS. THE ROADWAY CONTRACTOR SHALL COORDINATE HIS CONSTRUCTION WITH THE RAILROAD CONTRACTOR AND ALLOW RR CONSTRUCTION TO TAKE PLACE. ROADWAY CONTRACTOR TO PLACE PROPOSED DRAINAGE CULVERT UNDER RR TRACKS DURING RAISING OF THE TRACKS.

RETURN	PC Sta.	OFFSET	PC El.	PT Sta.	OFFSET	PT El.	Mid El.
1	+98.35	51.00'	94.58	+23.35	76.00'	94.69	94.64
2	+47.35	76.00'	94.36	+72.35	51.00'	94.54	94.45

LEGEND

ASPHALT PAVEMENT TO BE REMOVED (CLEARING & GRUBBING).

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

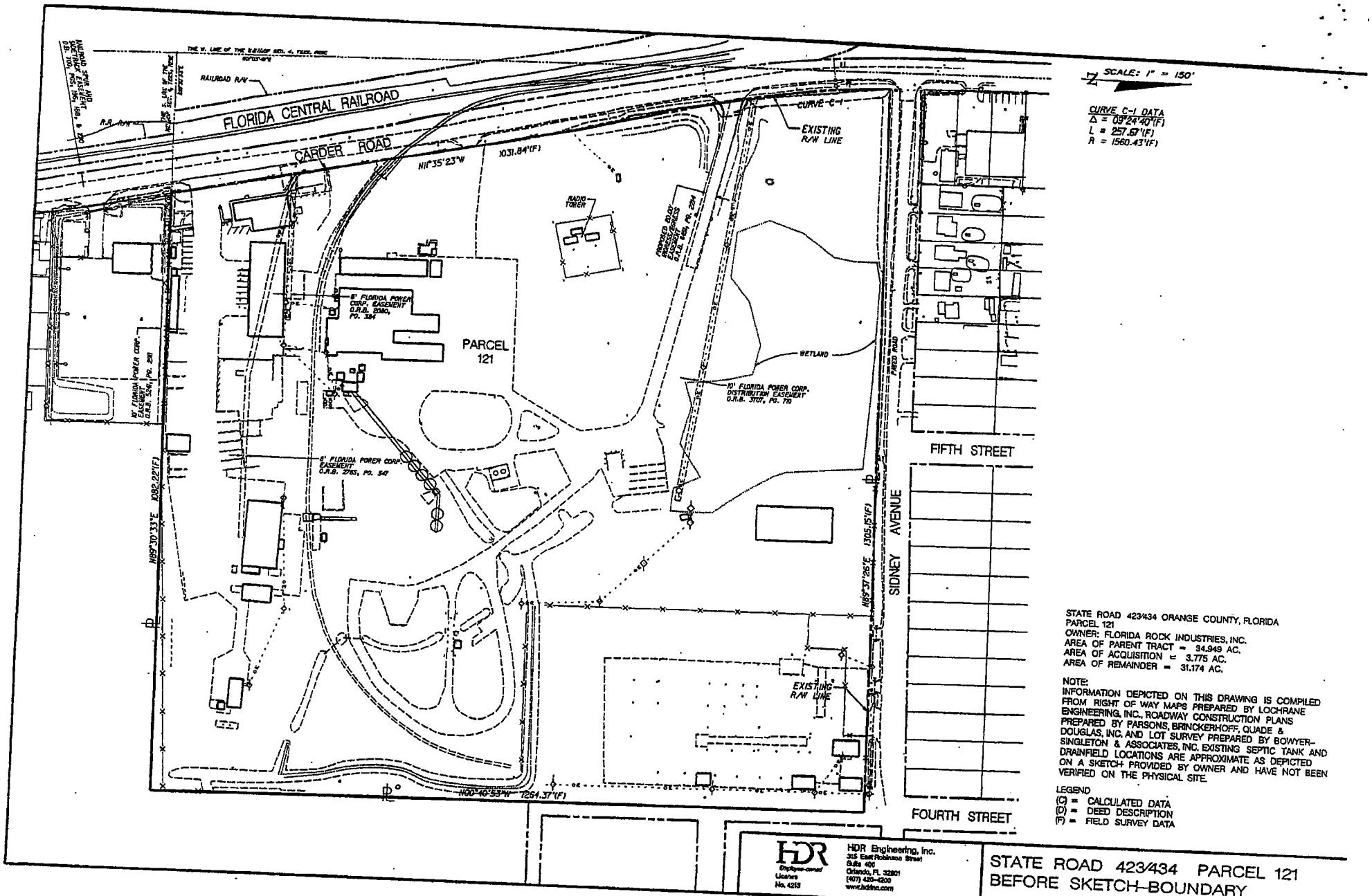
PB Americas, Inc.
5405 West Cypress St., Suite 300
Tampa, Florida 33607
Certificate of Authorization No. 01462
Report Employment P.E. No. 10779

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 423 / SR 434	ORANGE	239496-2-52-01

PLAN SHEET (12)
S.R. 434 (JOHN YOUNG PARKWAY)

SHEET NO.



SCALE: 1" = 150'

CURVE C-1 DATA
Δ = 09°24'40"(F)
L = 257.67'(F)
R = 1560.43'(F)

STATE ROAD 423/434 ORANGE COUNTY, FLORIDA
PARCEL 121
OWNER: FLORIDA ROCK INDUSTRIES, INC.
AREA OF PARENT TRACT = 34.949 AC.
AREA OF ACQUISITION = 3.775 AC.
AREA OF REMAINDER = 31.174 AC.

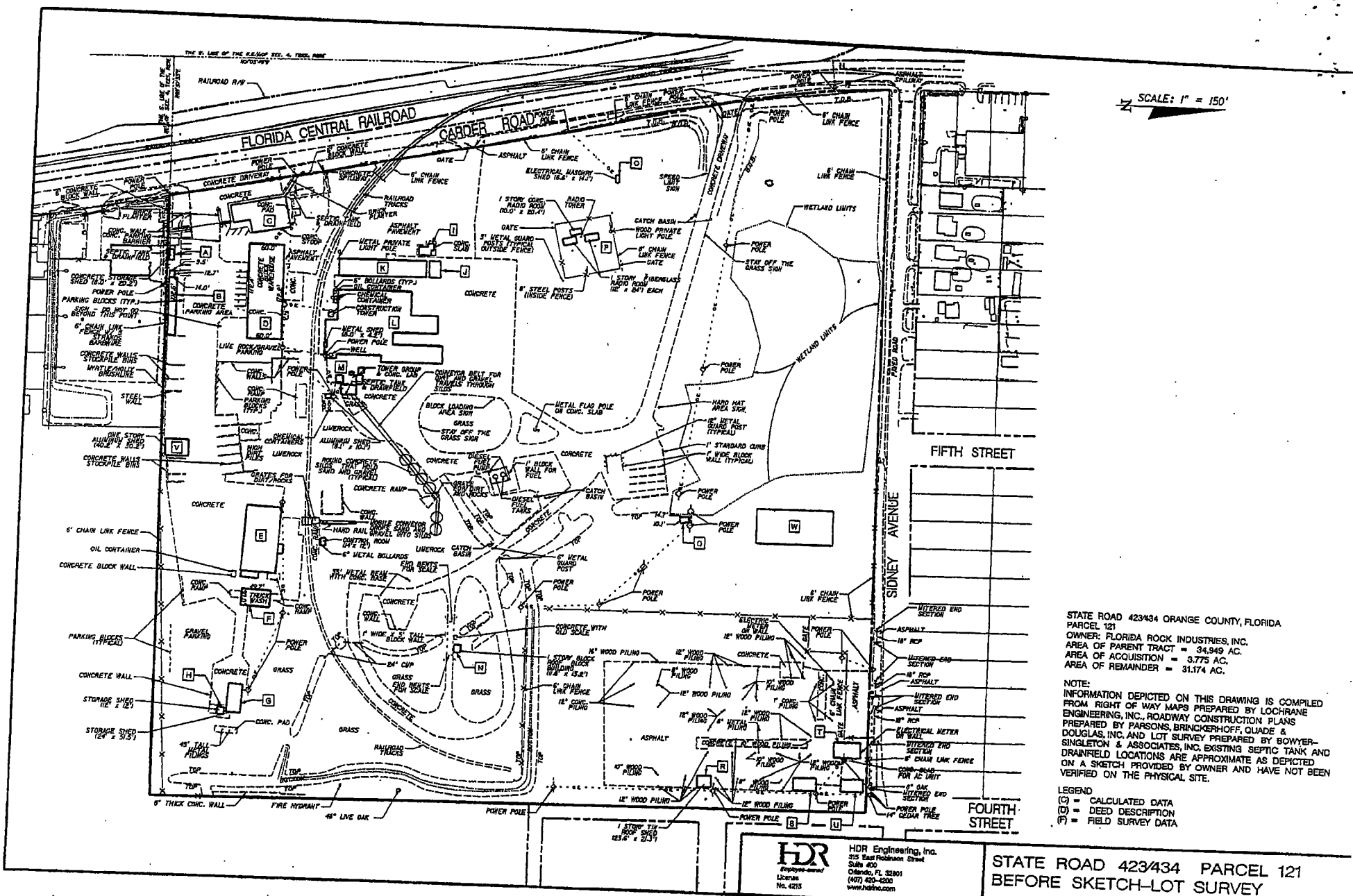
NOTE:
INFORMATION DEPICTED ON THIS DRAWING IS COMPILED FROM RIGHT OF WAY MAPS PREPARED BY LOCHRANE ENGINEERING, INC., ROADWAY CONSTRUCTION PLANS PREPARED BY PARSONS, BRINCKERHOFF, QUADE & DOUGLAS, INC. AND LOT SURVEY PREPARED BY BOWYER-SINGLETON & ASSOCIATES, INC. EXISTING SEPTIC TANK AND DRAINFIELD LOCATIONS ARE APPROXIMATE AS DEPICTED ON A SKETCH PROVIDED BY OWNER AND HAVE NOT BEEN VERIFIED ON THE PHYSICAL SITE.

LEGEND
(C) = CALCULATED DATA
(D) = DEED DESCRIPTION
(F) = FIELD SURVEY DATA

HDR Engineering, Inc.
315 East Robinson Street
Suite 400
Orlando, FL 32801
(407) 420-4200
www.hdrinc.com
HDR Employee-owned Licensed No. 4213

STATE ROAD 423/434 PARCEL 121
BEFORE SKETCH-BOUNDARY

EXHIBIT A



STATE ROAD 423/434 ORANGE COUNTY, FLORIDA
PARCEL 121
OWNER: FLORIDA ROCK INDUSTRIES, INC.
AREA OF PARENT TRACT = 34.949 AC.
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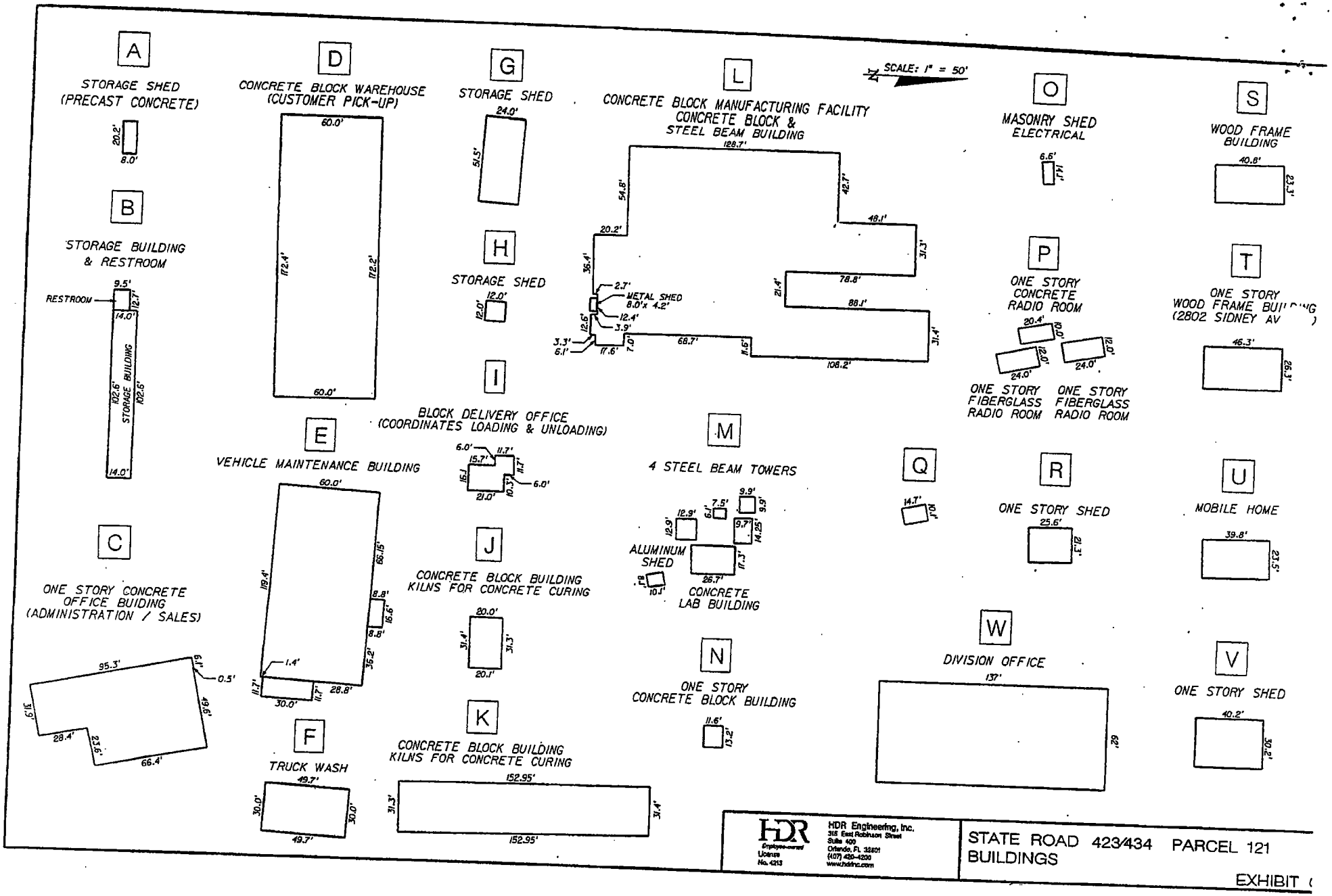
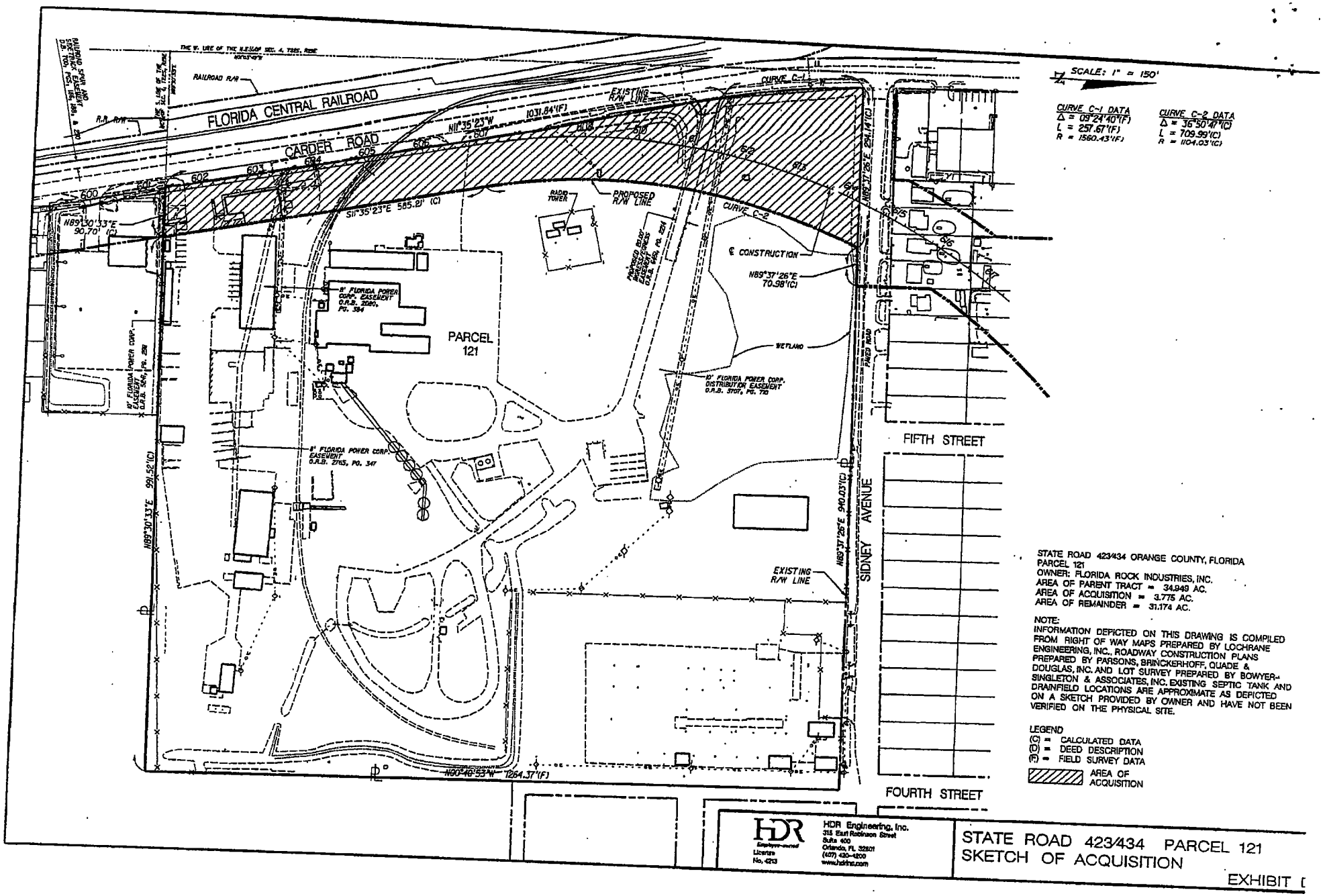
LEGEND
(C) = CALCULATED DATA
(D) = DEED DESCRIPTION
(F) = FIELD SURVEY DATA

HDR Engineering, Inc.
315 East Robinson Street
Suite 400
Orlando, FL 32801
(407) 420-4200
www.hdrinc.com
Employee-owned
License No. 4215

STATE ROAD 423/434 PARCEL 121
BEFORE SKETCH-LOT SURVEY
EXHIBIT B

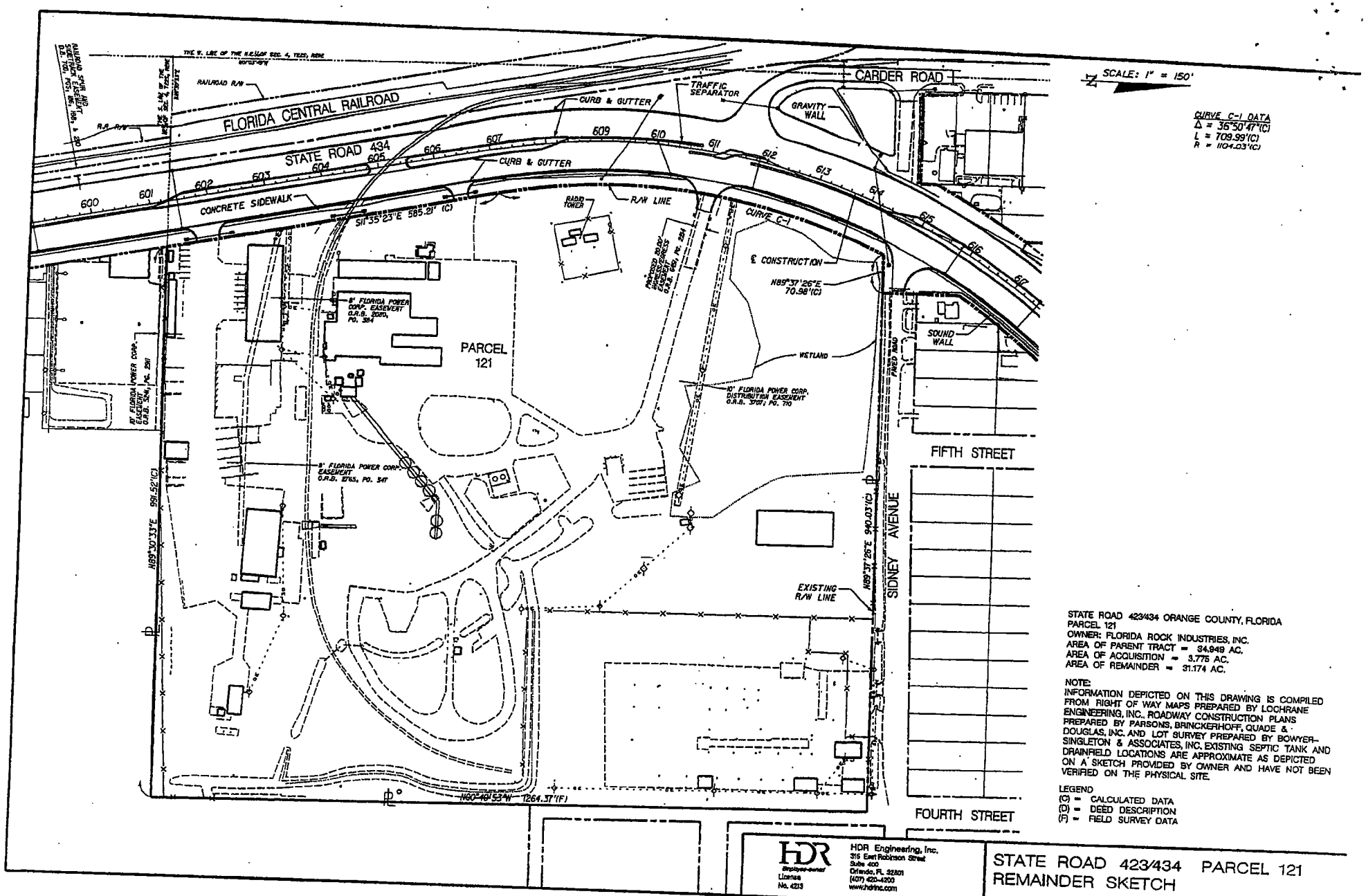

A
STORAGE SHED (PRECAST CONCRETE)
20.2'
8.0'
B
STORAGE BUILDING & RESTROOM
RESTROOM
9.5'
12.7'
14.0'
102.6'
STORAGE BUILDING
102.6'
14.0'
C
ONE STORY CONCRETE OFFICE BUIDING (ADMINISTRATION / SALES)
95.3'
6.1'
0.5'
31.9'
49.6'
28.4'
23.6'
66.4'
D
CONCRETE BLOCK WAREHOUSE (CUSTOMER PICK-UP)
60.0'
172.4'
172.2'
60.0'
E
VEHICLE MAINTENANCE BUILDING
60.0'
119.4'
66.15'
8.8'
15.6'
8.8'
35.2'
1.4'
11.7'
11.7'
28.8'
30.0'
F
TRUCK WASH
49.7'
30.0'
30.0'
49.7'
G
STORAGE SHED
24.0'
51.5'
H
STORAGE SHED
12.0'
12.0'
I
BLOCK DELIVERY OFFICE (COORDINATES LOADING & UNLOADING)
6.0'
11.7'
15.7'
15.1'
11.7'
10.3'
6.0'
21.0'
J
CONCRETE BLOCK BUILDING KILNS FOR CONCRETE CURING
20.0'
31.4'
31.3'
20.1'
K
CONCRETE BLOCK BUILDING KILNS FOR CONCRETE CURING
152.95'
31.3'
31.4'
152.95'
L
CONCRETE BLOCK MANUFACTURING FACILITY CONCRETE BLOCK & STEEL BEAM BUILDING
128.7'
54.8'
42.7'
48.1'
20.2'
31.3'
36.4'
78.8'
21.4'
88.1'
2.7'
METAL SHED 8.0'x 4.2'
12.4'
3.9'
12.6'
3.3'
6.1'
17.6'
7.0'
68.7'
11.6'
31.4'
108.2'
M
4 STEEL BEAM TOWERS
12.9'
6.1'
7.5'
9.9'
9.9'
9.7'
14.25'
12.9'
ALUMINUM SHED
17.3'
26.7'
7.8'
10.1'
CONCRETE LAB BUILDING
N
ONE STORY CONCRETE BLOCK BUILDING
11.6'
13.2'
O
MASONRY SHED ELECTRICAL
6.6'
14.1'
P
ONE STORY CONCRETE RADIO ROOM
20.4'
10.1'
12.0'
12.0'
24.0'
24.0'
ONE STORY FIBERGLASS RADIO ROOM
ONE STORY FIBERGLASS RADIO ROOM
Q
14.7'
10.1'
R
ONE STORY SHED
25.6'
13.7'
S
WOOD FRAME BUILDING
40.8'
23.3'
T
ONE STORY WOOD FRAME BUILDING (2802 SIDNEY AV)
46.3'
26.3'
U
MOBILE HOME
39.8'
23.5'
W
DIVISION OFFICE
137'
89'
V
ONE STORY SHED
40.2'
30.2'
SCALE: 1" = 50'
HDR Engineering, Inc.
315 East Robinson Street
Suite 400
Orlando, FL 32801
(407) 426-4200
www.hdrinc.com
Licensed No. 4213
STATE ROAD 423/434 PARCEL 121
BUILDINGS
EXHIBIT



HDR Engineering, Inc.
315 East Robinson Street
Suite 400
Orlando, FL 32801
(407) 420-4300
www.hdrinc.com
Licensed No. 4213

STATE ROAD 423/434 PARCEL 121
SKETCH OF ACQUISITION

EXHIBIT [



SCALE: 1" = 150'

CURVE C-1 DATA
Δ = 36°50'47"(C)
L = 709.99'(C)
R = 1104.03'(C)

STATE ROAD 423/434 ORANGE COUNTY, FLORIDA
PARCEL 121
OWNER: FLORIDA ROCK INDUSTRIES, INC.
AREA OF PARENT TRACT = 34.949 AC.
AREA OF ACQUISITION = 3.775 AC.
AREA OF REMAINDER = 31.174 AC.

NOTE:
INFORMATION DEPICTED ON THIS DRAWING IS COMPILED FROM RIGHT OF WAY MAPS PREPARED BY LOCHRANE ENGINEERING, INC., ROADWAY CONSTRUCTION PLANS PREPARED BY PARSONS, BRINCKERHOFF, QUADE & DOUGLAS, INC. AND LOT SURVEY PREPARED BY BOWYER-SINGLETON & ASSOCIATES, INC. EXISTING SEPTIC TANK AND DRAINFIELD LOCATIONS ARE APPROXIMATE AS DEPICTED ON A SKETCH PROVIDED BY OWNER AND HAVE NOT BEEN VERIFIED ON THE PHYSICAL SITE.

LEGEND
(C) = CALCULATED DATA
(D) = DEED DESCRIPTION
(F) = FIELD SURVEY DATA

HDR Engineering, Inc.
Employee-owned
License No. 4213
315 East Robinson Street
Suite 400
Orlando, FL 32801
(407) 423-4200
www.hdrinc.com

STATE ROAD 423/434 PARCEL 121 REMAINDER SKETCH

EXHIBIT E

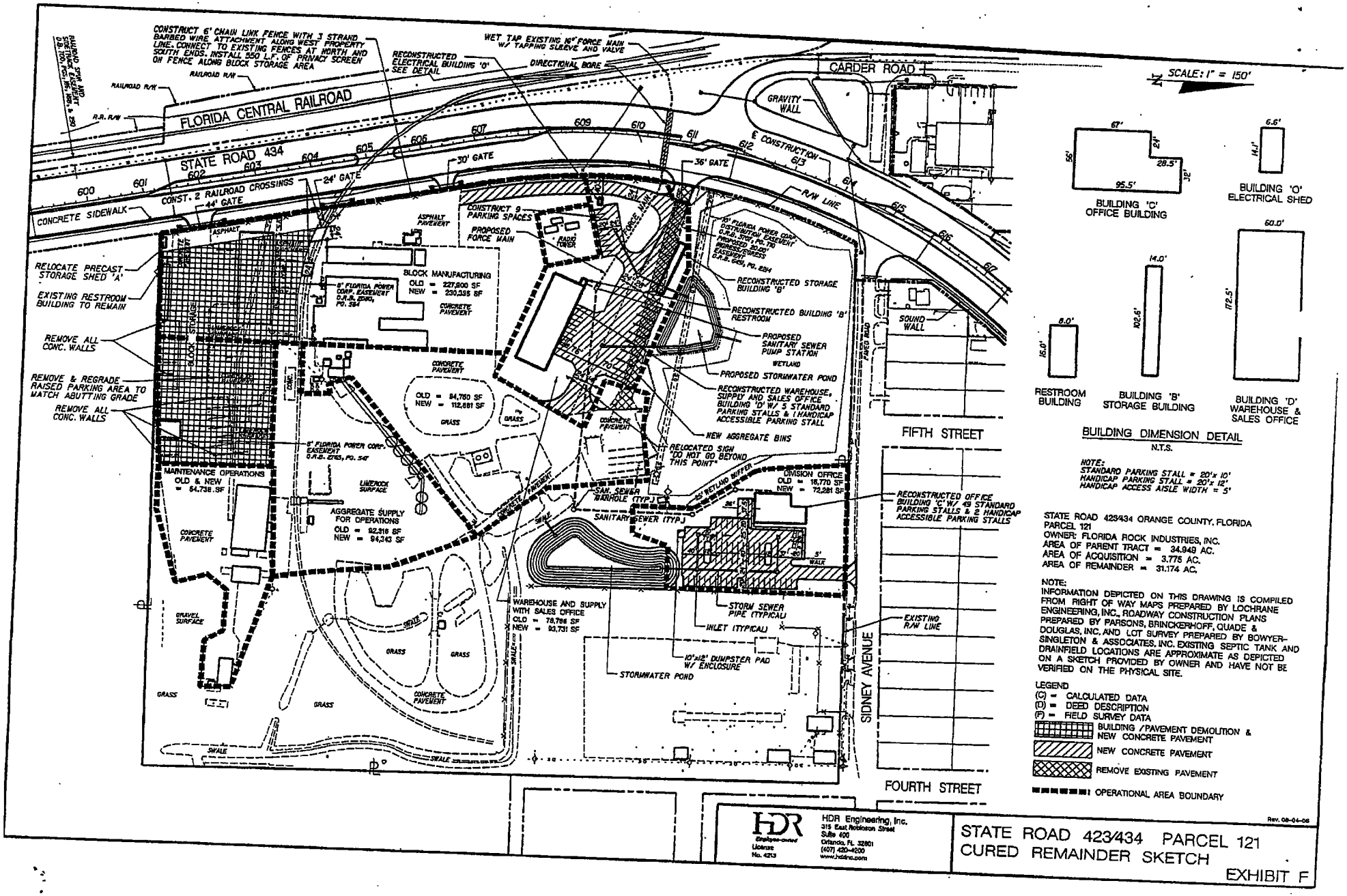

CONSTRUCT 6' CHAIN LINK FENCE WITH 3 STRAND BARBED WIRE ATTACHMENT ALONG WEST PROPERTY LINE. CONNECT TO EXISTING FENCES AT NORTH AND SOUTH ENDS. INSTALL 550 L.F. OF PRIVACY SCREEN ON FENCE ALONG BLOCK STORAGE AREA
RECONSTRUCTED ELECTRICAL BUILDING 'O' SEE DETAIL
WET TAP EXISTING 16" FORCE MAIN W/ TAPPING SLEEVE AND VALVE
DIRECTIONAL BORE
CARDER ROAD
SCALE: 1" = 150'
FLORIDA CENTRAL RAILROAD
RAILROAD R/W
R.R. R/W
STATE ROAD 434
CONCRETE SIDEWALK
CONST. 2 RAILROAD CROSSINGS
24' GATE
30' GATE
36' GATE
44' GATE
GRAVITY WALL
R/W LINE
CONSTRUCTION
SOUND WALL
CONSTRUCT 9 PARKING SPACES
PROPOSED FORCE MAIN
RADIO TOWER
ASPHALT PAVEMENT
BLOCK MANUFACTURING
OLD = 227,900 SF
NEW = 230,335 SF
CONCRETE PAVEMENT
5' FLORIDA POWER CORP. EASEMENT O.R.B. 2240, PG. 294
10' FLORIDA POWER CORP. DISTRIBUTION EASEMENT O.R.B. 3707, PG. 170 PROPOSED 20'-0" PROGRESS ENERGY EASEMENT O.R.B. 6451, PG. 2214
RECONSTRUCTED STORAGE BUILDING 'B'
RECONSTRUCTED BUILDING 'B' RESTROOM
PROPOSED SANITARY SEWER PUMP STATION
WETLAND
PROPOSED STORMWATER POND
RECONSTRUCTED WAREHOUSE, SUPPLY AND SALES OFFICE BUILDING 'D' W/ 5 STANDARD PARKING STALLS & 1 HANDICAP ACCESSIBLE PARKING STALL
NEW AGGREGATE BINS
RELOCATED SIGN "DO NOT GO BEYOND THIS POINT"
FIFTH STREET
RELOCATE PRECAST STORAGE SHED 'A'
EXISTING RESTROOM BUILDING TO REMAIN
REMOVE ALL CONC. WALLS
REMOVE & REGRADE RAISED PARKING AREA TO MATCH ABUTTING GRADE
REMOVE ALL CONC. WALLS
OLD = 84,760 SF
NEW = 112,681 SF
GRASS
5' FLORIDA POWER CORP. EASEMENT O.R.B. 2240, PG. 54
MAINTENANCE OPERATIONS
OLD & NEW = 64,738 SF
LIMEROCK SURFACE
AGGREGATE SUPPLY FOR OPERATIONS
OLD = 92,316 SF
NEW = 94,343 SF
SAN. SEWER MANHOLE (TYP.)
SANITARY SEWER (TYP.)
25' WETLAND BUFFER
DIMSION OFFICE
OLD = 16,770 SF
NEW = 72,281 SF
RECONSTRUCTED OFFICE BUILDING 'C' W/ 49 STANDARD PARKING STALLS & 2 HANDICAP ACCESSIBLE PARKING STALLS
5' WALK
STORM SEWER PIPE (TYPICAL)
INLET (TYPICAL)
EXISTING R/W LINE
SIDNEY AVENUE
WAREHOUSE AND SUPPLY WITH SALES OFFICE
OLD = 78,786 SF
NEW = 93,731 SF
10'x12' DUMPSTER PAD W/ ENCLOSURE
STORMWATER POND
GRAVEL SURFACE
SWALE
FOURTH STREET
67'
24'
28.5'
32'
95.5'
55'
BUILDING 'C' OFFICE BUILDING
6.6'
14.1'
BUILDING 'O' ELECTRICAL SHED
60.0'
14.0'
172.5'
102.6'
8.0'
15.0'
RESTROOM BUILDING
BUILDING 'B' STORAGE BUILDING
BUILDING 'D' WAREHOUSE & SALES OFFICE
BUILDING DIMENSION DETAIL
N.T.S.
NOTE:
STANDARD PARKING STALL = 20'x 10'
HANDICAP PARKING STALL = 20'x 12'
HANDICAP ACCESS AISLE WIDTH = 5'
STATE ROAD 423/434 ORANGE COUNTY, FLORIDA
PARCEL 121
OWNER: FLORIDA ROCK INDUSTRIES, INC.
AREA OF PARENT TRACT = 34.949 AC.
AREA OF ACQUISITION = 3.775 AC.
AREA OF REMAINDER = 31.174 AC.
NOTE:
INFORMATION DEPICTED ON THIS DRAWING IS COMPILED FROM RIGHT OF WAY MAPS PREPARED BY LOCHRANE ENGINEERING, INC., ROADWAY CONSTRUCTION PLANS PREPARED BY PARSONS, BRINCKERHOFF, QUADE & DOUGLAS, INC. AND LOT SURVEY PREPARED BY BOWYER-SINGLETON & ASSOCIATES, INC. EXISTING SEPTIC TANK AND DRAINFIELD LOCATIONS ARE APPROXIMATE AS DEPICTED ON A SKETCH PROVIDED BY OWNER AND HAVE NOT BE VERIFIED ON THE PHYSICAL SITE.
LEGEND
(C) = CALCULATED DATA
(D) = DEED DESCRIPTION
(F) = FIELD SURVEY DATA
BUILDING /PAVEMENT DEMOLITION & NEW CONCRETE PAVEMENT
NEW CONCRETE PAVEMENT
REMOVE EXISTING PAVEMENT
OPERATIONAL AREA BOUNDARY
Rev. 08-04-06
HDR Engineering, Inc.
315 East Robinson Street
Suite 400
Orlando, FL 32801
(407) 423-4200
www.hdrinc.com
Employee-owned
License No. 4213
STATE ROAD 423/434 PARCEL 121
CURED REMAINDER SKETCH
EXHIBIT F

EXHIBIT B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD REIMBURSEMENT AGREEMENT
GRADE SEPARATION

D-2 429

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
23949625701	SR 423	ORANGE	1.(RUPC)	N/A

THIS AGREEMENT, made and entered into this 21ST, day of February, 2003, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and FLORIDA CENTRAL RAILROAD, a corporation organized and existing under the laws of FLORIDA, with its principal place of business in the City of PLYMOUTH, County ORANGE, State of FLORIDA, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the DEPARTMENT proposes to construct a structure(s) and the necessary approaches thereto carry a public road, designated by the Financial Project ID 23949625701, on Road No. SR 423 which crosses the right of way and over the track(s) of the COMPANY'S Mile Post 809.79+ or - as shown on the DEPARTMENT'S Plan Sheet No. 1 attached hereto as a part hereof. Said construction, when on the Federal Interstate Highway System, shall be accomplished in accordance with provision of the Federal Highway Act of 1956, Public Law 627 of the 84th Congress; and

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

1. The COMPANY hereby grants to the DEPARTMENT the right to construct and maintain the structure(s) and necessary approaches thereto across its right-of-way and over its tracks at the hereinabove referred to location.

2. The DEPARTMENT will provide, furnish or have furnished, all necessary materials required for, and will construct or have constructed said structure(s) and the necessary approaches thereto at its expense. Said work to be done and materials to be furnished in accordance with plans heretofore approved by the COMPANY. Up on completion of the structure(s) the DEPARTMENT will, at its expense, maintain the same in a good and safe condition.

3. All work contemplated hereunder shall at all times be subject to the approval of the COMPANY'S Chief Engineer or his authorized representative. The DEPARTMENT, or the DEPARTMENT'S Contractor, shall give the COMPANY'S Division Engineer and/or Superintendent at least seventy-two (72) hours notice prior to the performance of any work within the limits of the COMPANY'S right-of-way.

4. The DEPARTMENT will reimburse the COMPANY for the cost of watchman or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to COMPANY'S tracks and whenever the contractor is performing work requiring the movement of employees, trucks or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 7.

5. The DEPARTMENT will require its contractor to furnish Railroad Protective Public Liability and Railroad protective Property Damage Liability Insurance in a combined amount of $ 2,000,000.00 for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed from Federal funds with respect to bodily injury, death and property damage, is limited to a combined amount of $ 6,000,000.00 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of $ 2,000,000.00 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Policy Guide, Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

6. The DEPARTMENT will bear the cost of all temporary and permanent changes made necessary in the COMPANY'S signal wire line or other facilities and in the wire line facilities of any utility that has compensable interest on COMPANY'S right-of-way occasioned by the construction of said crossing and the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 7.

7. The COMPANY hereby agrees to adjust the necessary parts of its facilities along said Road in accordance with the attached detailed statement of the work, plans and specifications, and in accordance with the provisions set forth in the:

_____ (a) DEPARTMENT Procedure No. 725-80-002 Appendix D.4, and Rule 014.46.002 "Responsibility for the Cost of Railroad/Highway Crossings", dated July 22, 1982.

✔ (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, part 646, Subpart B,

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.

4. The DEPARTMENT will reimburse the COMPANY for the cost of watchman or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to COMPANY'S tracks and whenever the contractor is performing work requiring the movement of employees, trucks or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 7.

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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.

8. The DEPARTMENT hereby agrees to reimburse the COMPANY, as detailed in this agreement for all costs incurred by it in the 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. I t 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.

9. 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 costs thereof in the amount of $ 50,000.00 . 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.

10. 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 directly 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.

11. 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 $ _____ , as supported by a detail analysis of estimated cost attached hereto. (NO TE: This method is not applicable where the estimated cost of the proposed adjustment exceeds $100,000).

12. The 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 nonreimburseable 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 and/or ☐ expired service life and/or ☐ nonreimbursable segments in accord with Article 11.(c) hereinabove.

13. 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 adjustment work.

14. 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.

15. 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, materials 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 when 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 shal 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. U pon 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.

16. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.

17. In accordance with Section 287.058, Florida Statutes, the following provisions are included 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.

Bills for travel expenses specifically authorized in this Agreement shall be submitted and paid in accordance with DEPARTMENT Rule 014-46.002 "Responsibility for the Cost of Railroad/Highway Crossings" and the Federal Highway Admiistration Federal-Aid Policy Guide, Subchapter B, part 140, Subpart I "Reimbursement for Railroad Work."

The DEPARTMENT reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

18. In accordance with Section 215.422, Florida Statutes, the following provisions are included 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 Banking and Finance. 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 enforces 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 Banking and Finance. 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. Th e Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's

19. 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 fo this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. R ecords 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.

20. 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 fiscalyear. 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 otherbinding commitment of funds. No thing 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 Depratment 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.

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

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

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 section is contingent upon an annual appropriation by the Florida Legislature.

23. Should the use of said structure(s) be abandoned due to removal of the roadway, then all rights hereby granted to the DEPARTMENT shall thereupon cease and terminate and the DEPARTMENT will, as its sole cost and in a manner satisfactory to the COMPANY, remove said structure(s) and restore the COMPANY'S property to the condition previously found, provided the COMPANY may, at its option, remove the said crossing and restore its property, and the DEPARTMENT will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 7.

24. 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 of any of its officers, agents, or employees, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: DISTRICT FIVE DIRECTOR OF OPERATIONS

COMPANY: FLORIDA CENTRAL RAILROAD

BY: _____

ATTEST: _____

Legal Review
BY: _____
Attorney - DOT Date

Approved as to Funds Available
BY: 02/18/2003
Comptroller - DOT Date

Approved as to FAPG Requirements
BY: N/A
FHWA Date

@; user I.D. FI989HL
<MVS@DOT>
02/18/2003 05:16 PM

To: TO562TC@dot.state.fl.us
cc:
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AN429

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AN429 Contract Type: AC Method of Procurement: R
Vendor Name: FLORIDA CENTRAL RAILROAD CO INC
Vendor ID: VF581706789001
Beginning date of this Agmt: 02/17/03
Ending date of this Agmt: 12/31/08

****
Description: G-SEP AGREEMENT FOR SR 423/JYP EXTENSION

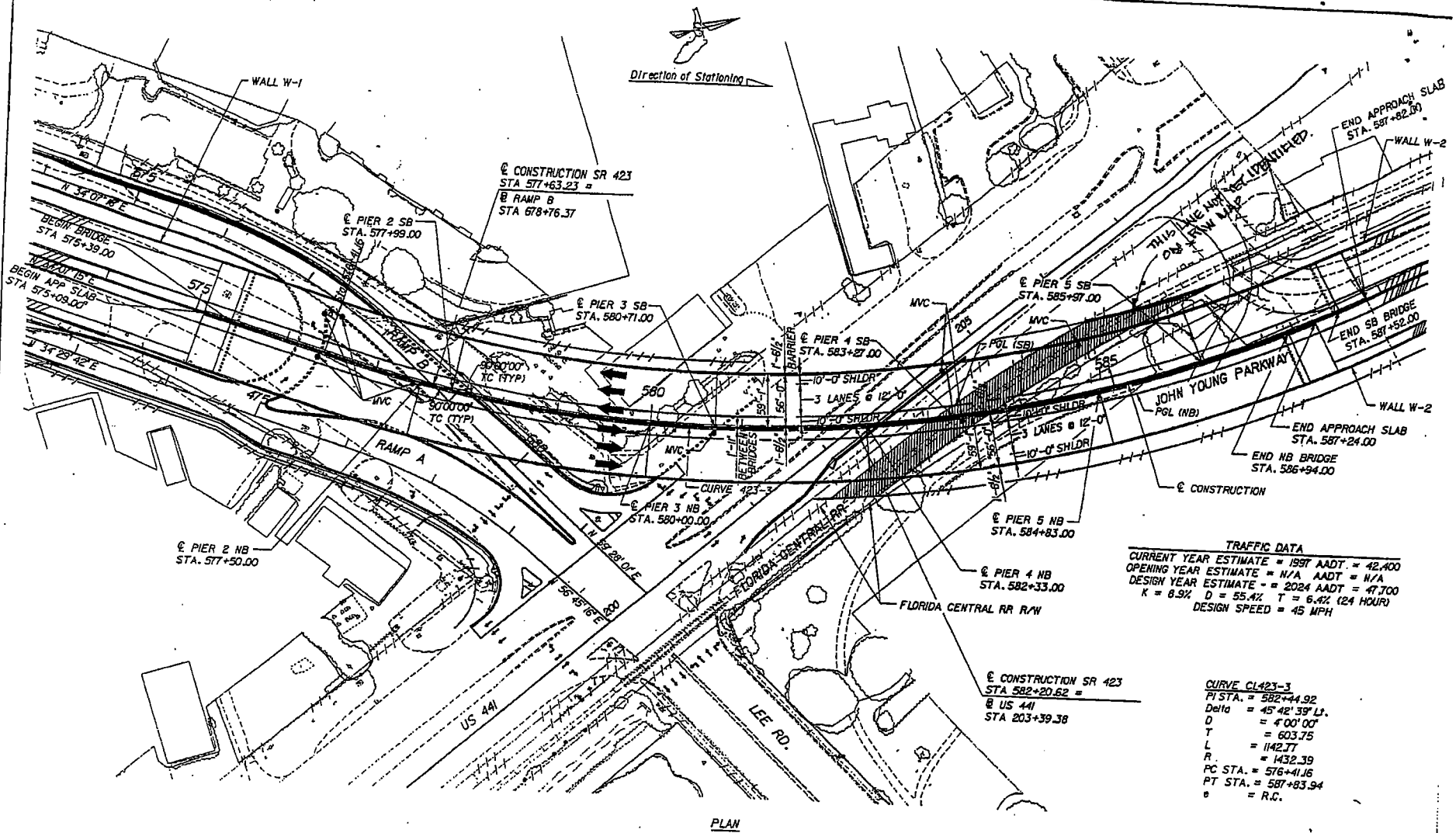
****
ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS
****

Action: LOA Funds have been: APPROVED

55 054010508 *HC *563007 * 50000.00 *23949625701 *127
2003 *55100100 *088717/03
W001 *00 * GSEP1 *0001/04

TOTAL AMOUNT: *$ 50,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 02/18/2003



PLAN

TRAFFIC DATA

CURRENT YEAR ESTIMATE = 1997 AADT. = 42,400
OPENING YEAR ESTIMATE = N/A AADT = N/A
DESIGN YEAR ESTIMATE = = 2024 AADT = 47,700
K = 8.9% D = 55.4% T = 6.4% (24 HOUR)
DESIGN SPEED = 45 MPH

CURVE CL423-3

PI STA. = 582+44.92
Delta = 45°42'39" Lt.
D = 4°00'00"
T = 603.75
L = 1142.77
R = 1432.39
PC STA. = 576+41.16
PT STA. = 587+83.94
e = R.C.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

	NAMES	DATES
DRAWN BY	MFC	12/01
CHECKED BY	JHP	5/02
DESIGNED BY	--	--
CHECKED BY	--	--

ENGINEER OF RECORD:
Parsons Brinckerhoff Quade & Douglas, Inc.
5405 West Cypress Street Suite 300
Tampa, Florida 33607
FAX (XXX)XXX-XXXX

FLORIDA DEPARTMENT OF TRANSPORTATION

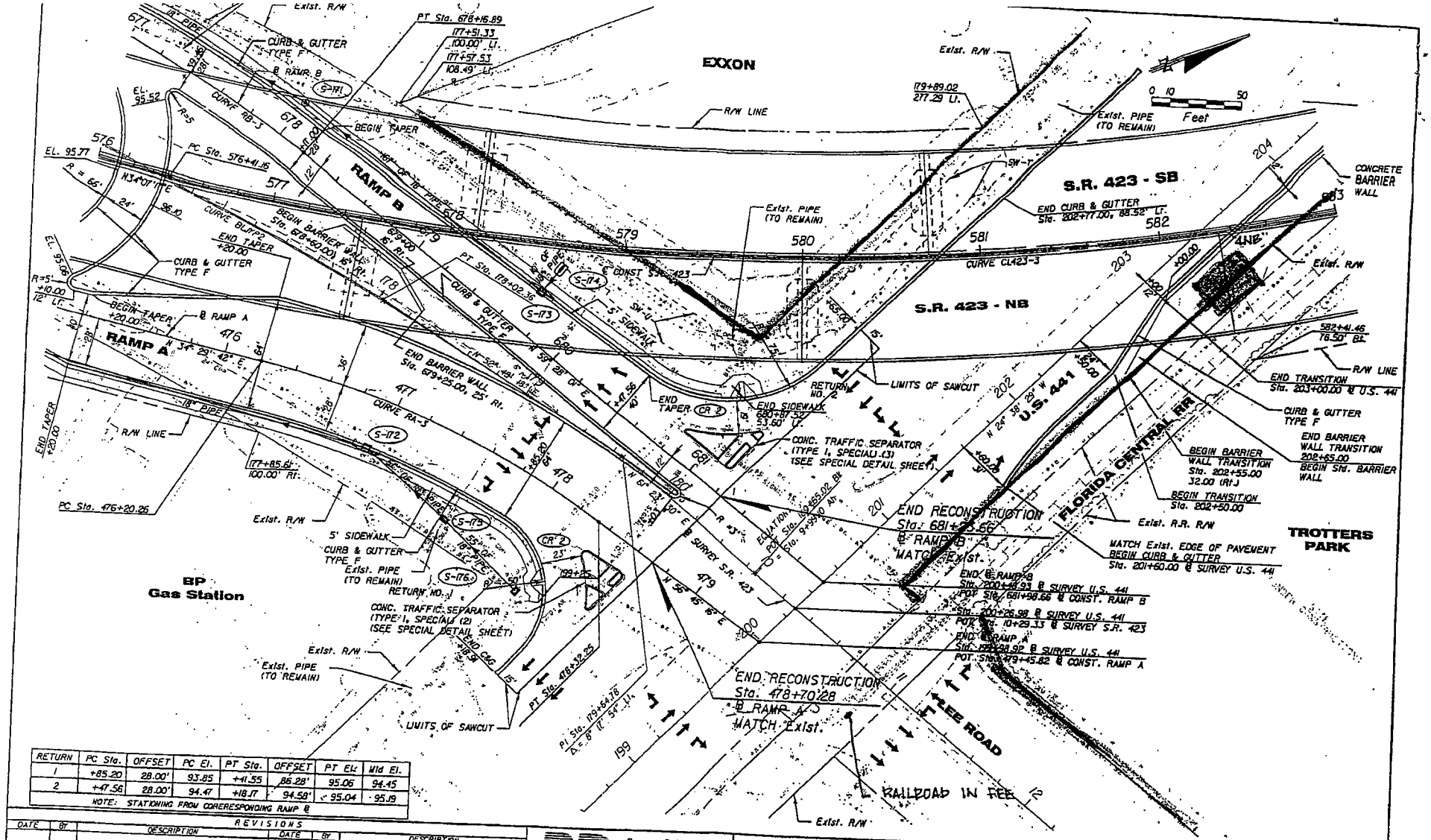
ROAD NO.	COUNTY	FINANCIAL PROJECT NO.
SR 423	ORANGE	

SHEET TITLE: GENERAL PLAN AND ELEVATION (1 OF 2)

BRIDGE NO.

PROJECT NAME: SR 423 (JOHN YOUNG PARKWAY)

SHEET NO.



RETURN	PC Sta.	OFFSET	PC El.	PT Sta.	OFFSET	PT El.	Mid El.
1	+85.20	28.00'	93.85	+41.55	86.28'	95.06	94.45
2	+47.56	28.00'	94.47	+18.17	94.58'	95.04	95.19

NOTE: STATIONING FROM CORERESPONDING RAMP ℄

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Parsons Brinckerhoff Quade & Douglas, Inc.
5405 West Cypress St. Suite 300
Tampa, Florida 33607
ENGINEERING BUSINESS NUMBER EB0000482

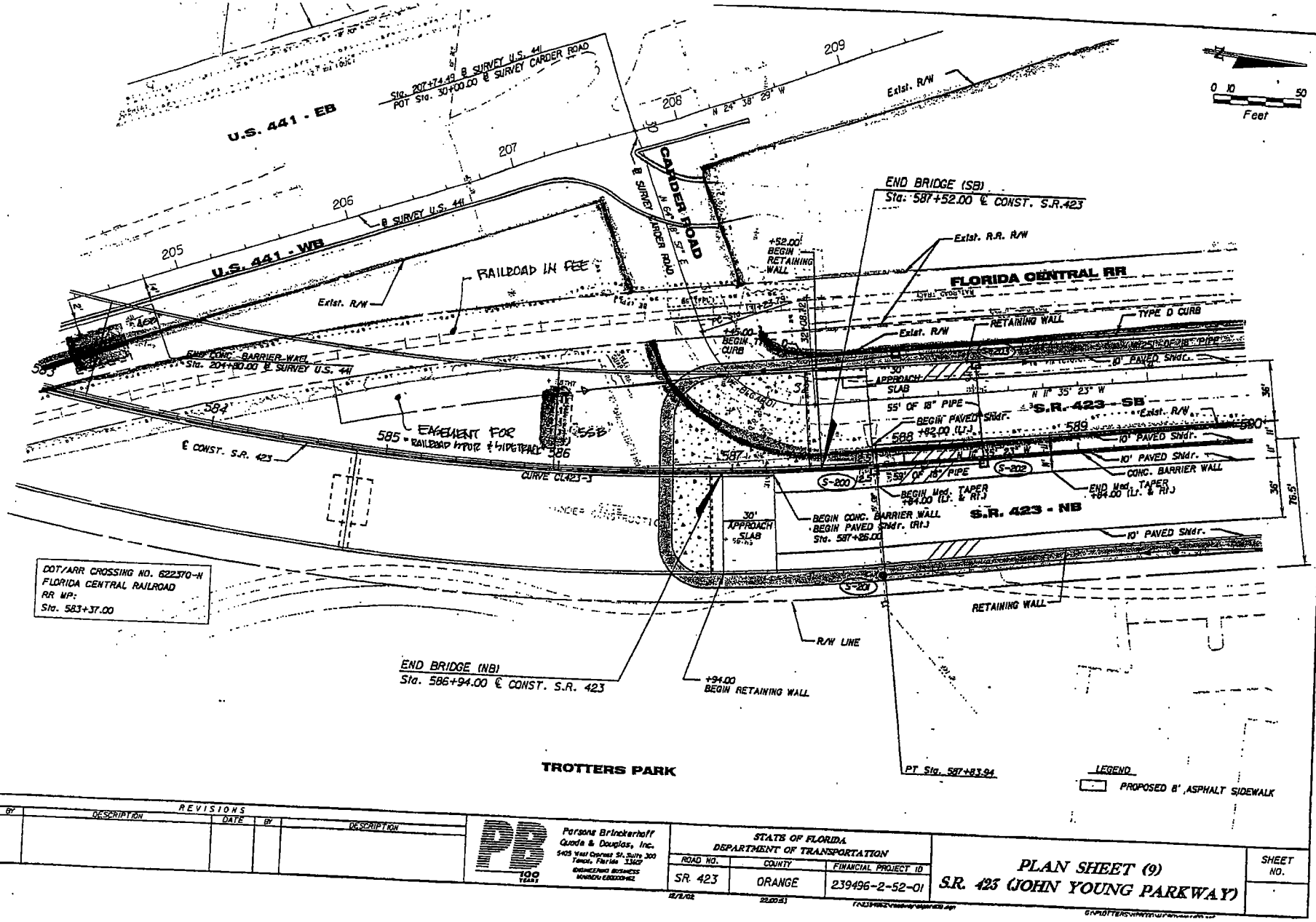
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 423	ORANGE	239496-2-52-01

PLAN SHEET (8)
S.R. 423 (JOHN YOUNG PARKWAY)

SHEET NO.

12/2/02



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

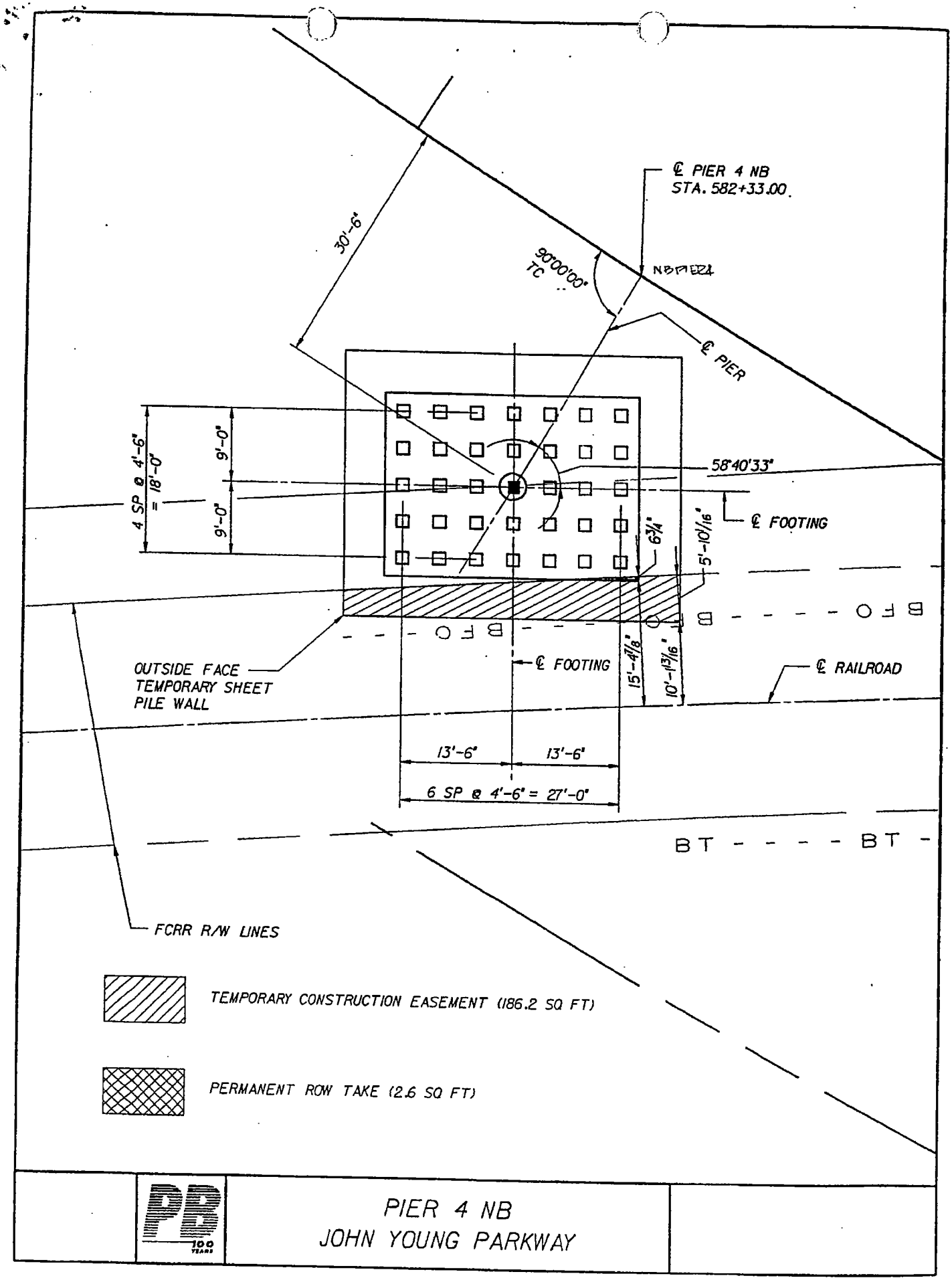
Parsons Brinckerhoff Quade & Douglas, Inc.
5405 West Cypress St. Suite 300
Tampa, Florida 33607
ENGINEERING BUSINESS NUMBER E8000082

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 423	ORANGE	239496-2-52-01

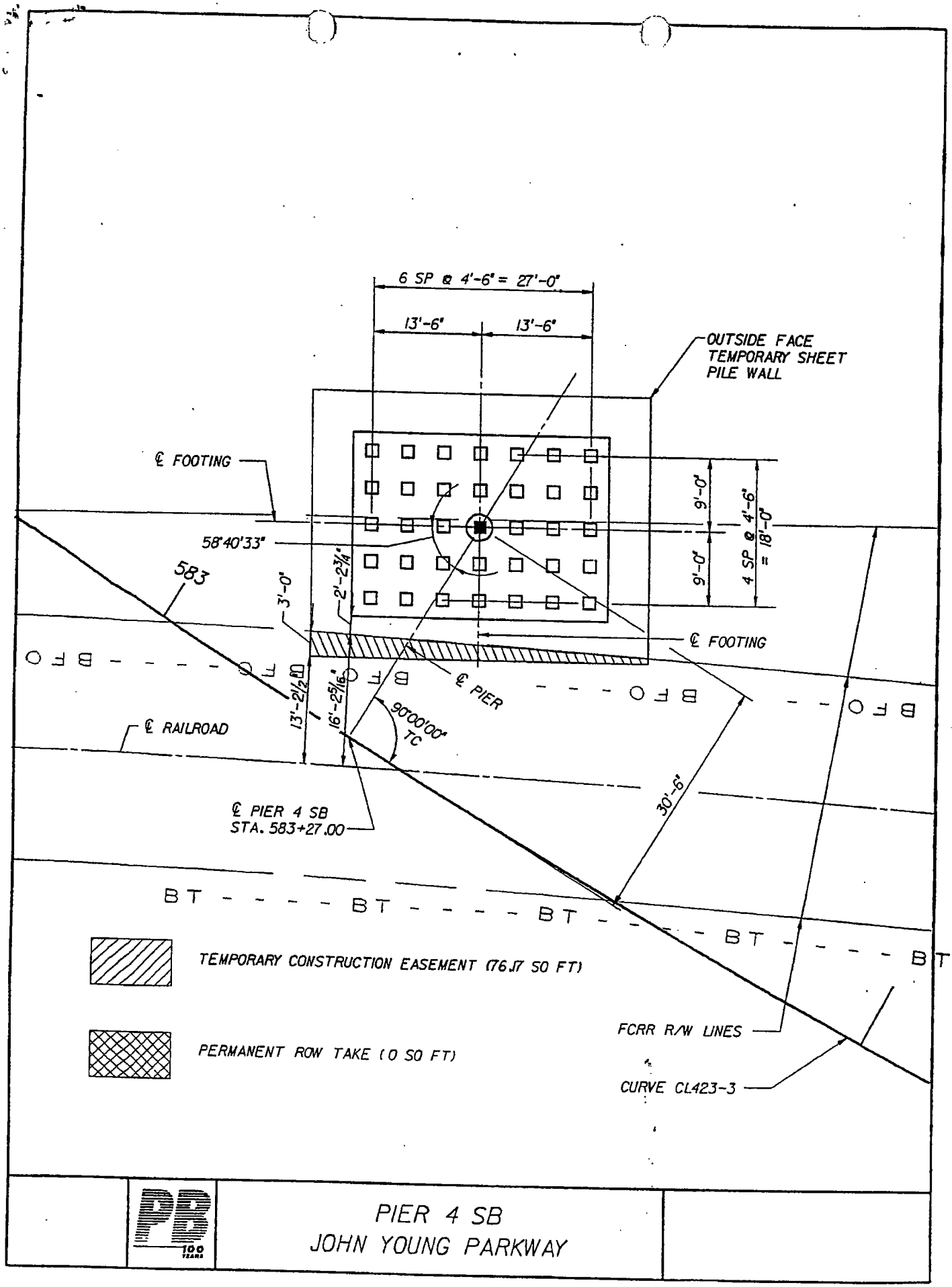
PLAN SHEET (9)
S.R. 423 (JOHN YOUNG PARKWAY)

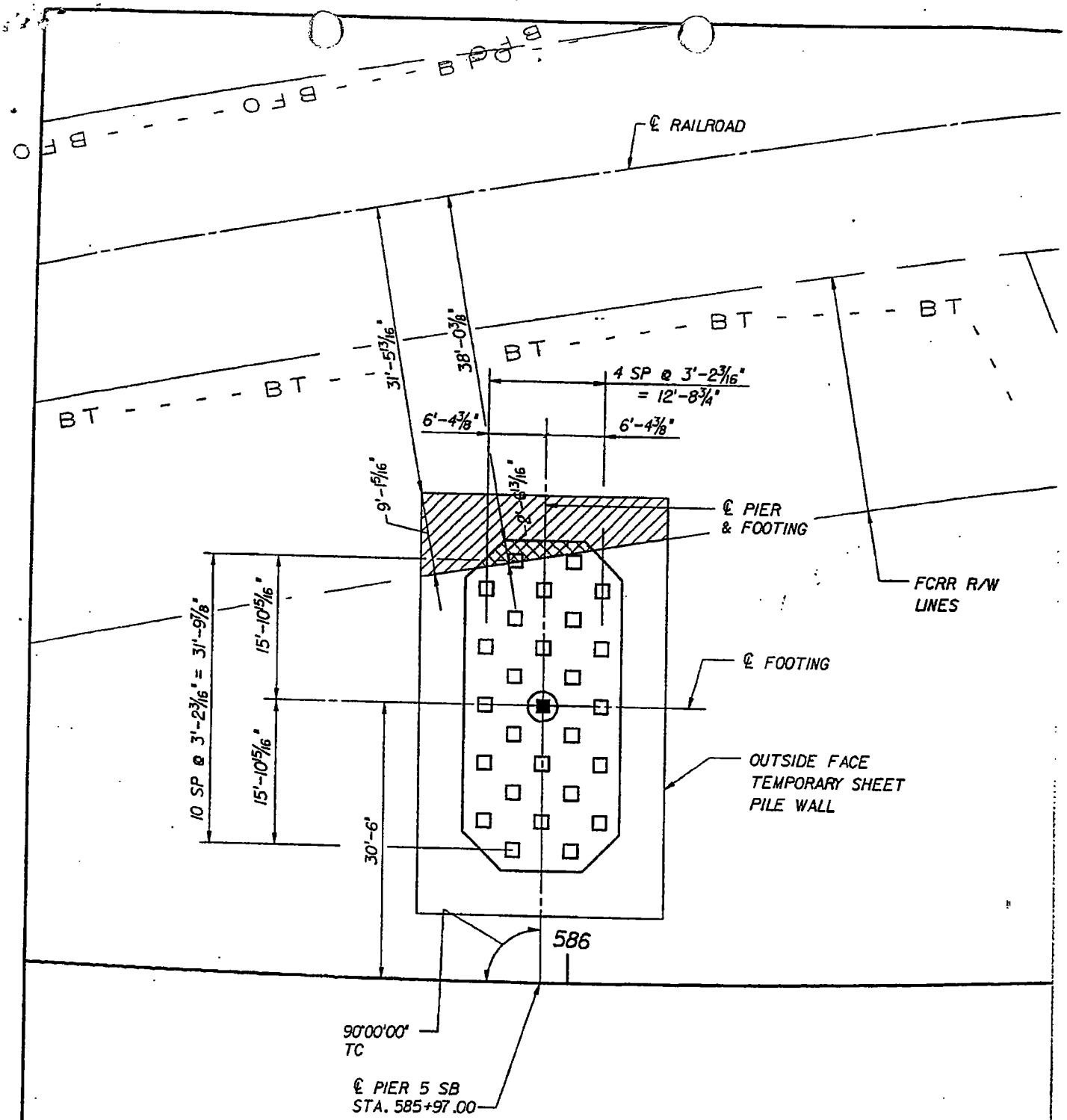
SHEET NO.



PB 100 YEARS

PIER 4 NB
JOHN YOUNG PARKWAY


6 SP @ 4'-6" = 27'-0"
13'-6"
13'-6"
OUTSIDE FACE TEMPORARY SHEET PILE WALL
℄ FOOTING
58°40'33"
583
3'-0"
2'-2¾"
9'-0"
9'-0"
4 SP @ 4'-6" = 18'-0"
℄ FOOTING
℄ PIER
13'-2½"
16'-2⅝"
90°00'00" TC
℄ RAILROAD
℄ PIER 4 SB
STA. 583+27.00
30'-6"
BT
BF
TEMPORARY CONSTRUCTION EASEMENT (7617 SQ FT)
PERMANENT ROW TAKE (0 SQ FT)
FCRR R/W LINES
CURVE CL423-3
PB 100 YEARS
PIER 4 SB
JOHN YOUNG PARKWAY



PB 100 YEARS

PIER 5 SB
JOHN YOUNG PARKWAY