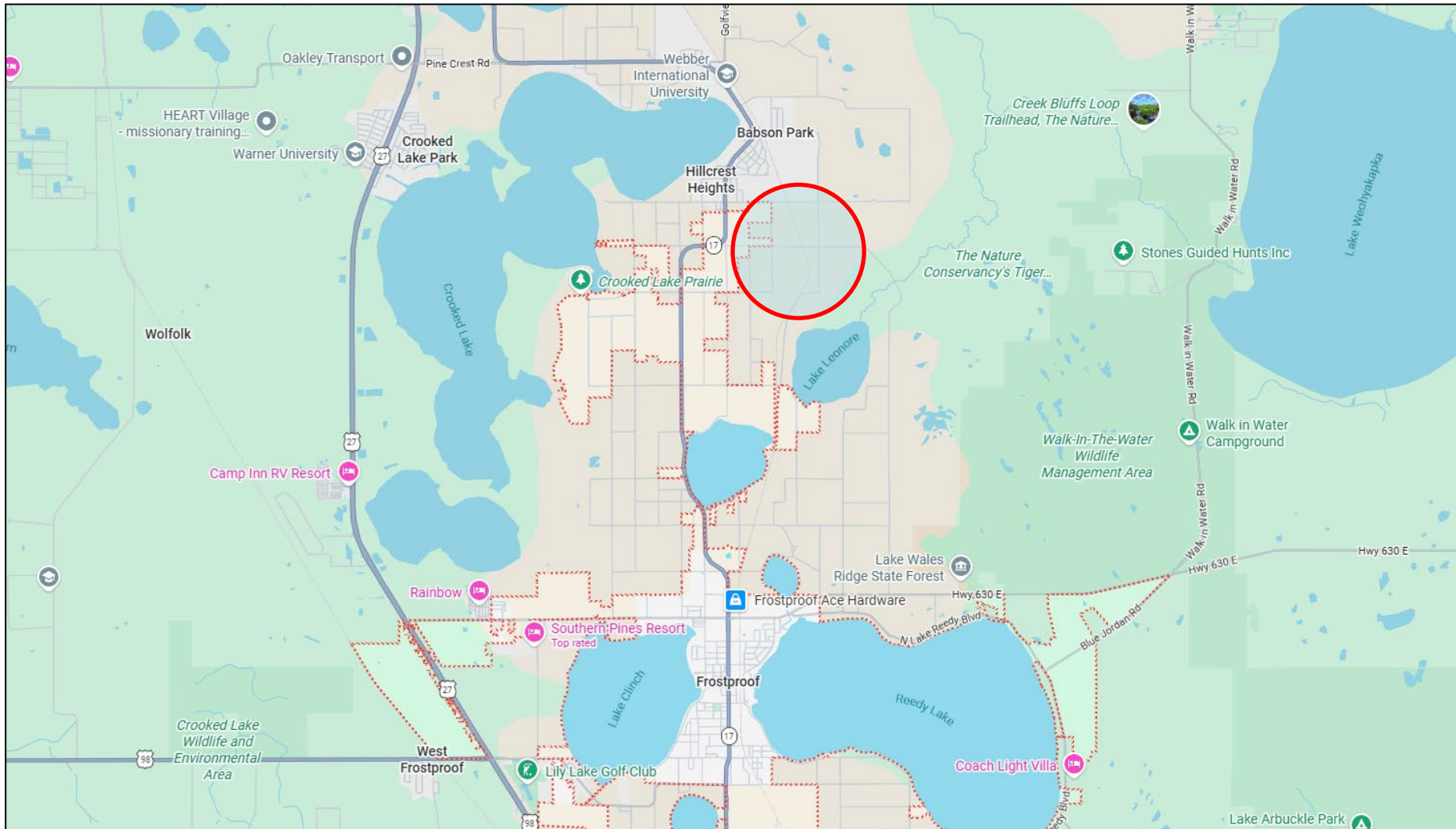




Murray Rd (Frostproof Area)

Railroad Crossing Signal Safety Program

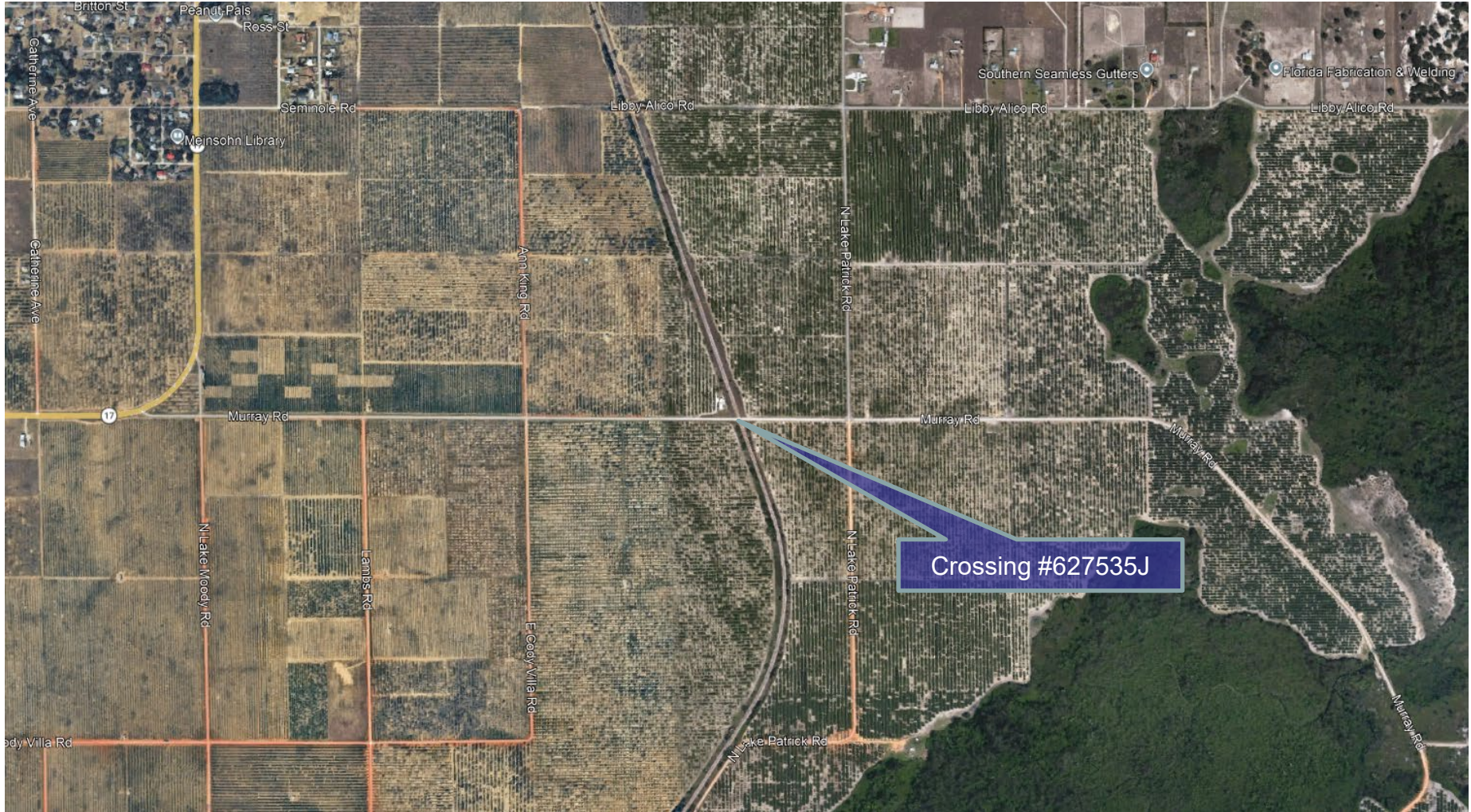
Vicinity Map





Murray Rd (Frostproof Area)

Railroad Crossing Signal Safety Program



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT

GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES - COUNTY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
451351-1-57-01	Murray Road	POLK	83 16500-SIGD	D126 058 B

THIS AGREEMENT, made and entered this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida Midland Railroad Company, LLC, a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Apopka, County of Orange, State of Florida, hereinafter called the COMPANY; and Polk COUNTY, political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 451351-1-57-01, on Murray Road, which crosses at grade the right of way and track(s) of the COMPANY'S Mile Post AVC 851.89, FDOT/AAR Crossing Number 627535J, at or near Frostproof, Florida, hereinafter called the Grade Crossing, as shown on the DEPARTMENT'S Plan Sheet No. 1-2 and 1-3, 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 road 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 C in accordance with the DEPARTMENT'S Standard Plans, Index 830-T01 attached hereto and by this reference made a part hereof. Upon completion of the crossing the COMPANY shall be responsible for the maintenance cost of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area.

The COUNTY shall 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 notification of the COUNTY, perform such periodic maintenance work and bill the COUNTY directly for costs thus incurred that are the responsibility of the COUNTY.

3. It is further agreed mutually between the parties hereto that the grade crossing be recognized by this Agreement:

- (a) Is adequately signalized for the safe operation of the general public. However, should future highway traffic conditions warrant additional crossing traffic control devices through use of automatic grade crossing traffic control devices, including signals with and without gates, or grade separation structure(s); then, such additional traffic control devices and/or structure(s) will be installed as necessary at the complete cost and expense of the COUNTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED that once a determination has been made as to the type of facility to be installed whether signals or structure, such installation will be the subject of a supplemental agreement which will set forth the maintenance responsibility as governed by the applicable State and/or Federal law at the time of such installation.
- (b) Presently requires the installation of grade crossing traffic control devices and the DEPARTMENT agrees to pay such cost subject to the COMPANY'S participation as specified in Paragraph 13; such installation to be in accordance with plans and specifications as approved by the DEPARTMENT. The COMPANY shall furnish the necessary materials and install automatic grade crossing signals and/or traffic control devices at said location on an actual cost basis, and in accordance with the Standard Plans Index 509-070 and 711-001, and the FDOT Design Manual (FDM), which is

attached hereto and by reference made a part hereof. After installation of said signals is completed, fifty percent (50%) of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty percent (50%) of the cost shall be borne by the COMPANY, as 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. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary; or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above

4. All work contemplated hereabove 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.

5. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that the advance warning signs and railroad crossing pavement marking will conform to the Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

6. The DEPARTMENT will reimburse 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 9.

7. 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, 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 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 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of 23 C.F.R., Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

8. 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 9.

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

- (a) DEPARTMENT Procedure 725-080-002 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.

10. 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 the above indicated Reimbursement Policy, and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this Agreement shall not be subject to payment by the DEPARTMENT.

11. 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 \$390,997. 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.

12. 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 for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

13. 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 _____, 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.)

14. 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) _____% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) _____ credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accord with Article 13.(c) hereinabove.

15. 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.

16. 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.

17. 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 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 provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs approved by the DEPARTMENT'S auditor.

18. 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.).

19. 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 there of.

20. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

21. 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, unless the Agreement specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the 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 Division of Consumer Services at 1-877-693-5236.

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

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

23. 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.

24. 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.

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. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby to the COUNTY shall thereupon cease and terminate and the COUNTY will, at its sole cost and in a manner satisfactory to 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 COUNTY 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 9.

27. 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 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.

28. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and
4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

29. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

30. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

31. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

32. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

33. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

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: _____
(Title: Director of Transportation Development)

COMPANY: Florida Midland Railroad Company, LLC

BY: _____
(Title: Real Estate and Contracts Manager)

Polk COUNTY, FLORIDA

BY: _____
(Title: _____)

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

^{DS}
DC

BY: _____
Attorney - DOT Date

BY: See Attached
Comptroller - DOT Date

BY: See Attached
FHWA Date

^{DS}
JW

To: Sarah.Stevens@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

AT750

4/27/2026

CONTRACT INFORMATION

Contract:	AT750
Contract Type:	AA - RR SIGNALS-PE/INSTAL (RR-SIG/PE)
Method of Procurement:	R - RAILROAD/UTILITIES AGREEMENT
Vendor Name:	FLORIDA MIDLAND RAILROAD CO, LL
Vendor ID:	F581758851001
Beginning Date of This Agreement:	04/24/2026
Ending Date of This Agreement:	12/31/2050
Contract Total/Budgetary Ceiling:	
Description:	SIGNAL SAFETY UPGRADES, CROSSING 627585J, RRMP AVC 851.89 (2) FL&G; 8X8 HOUSE, PDM4 W/ REMOTE KEYDOWN, METER SERVICE MBM

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/27/2026

Action:	Task Work Order
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A9
Object Code:	563000
Amount:	\$390,997.00
Financial Project:	45135115701
Work Activity (FCT):	675
CFDA:	
Fiscal Year:	2026
Budget Entity:	55100100
Category/Category Year:	088808/26
Amendment ID:	W001
Sequence:	00
User Assigned ID:	ORIG
Enc Line (6s)/Status:	0001/04

Total Amount: \$390,997.00



FLORIDA CENTRAL RAILROAD CO LLC
FLORIDA MIDLAND RAILROAD CO LLC
FLORIDA NORTHERN RAILROAD LLC

3001 W Orange Ave Apopka Fl 32703 · PO Box 967 Plymouth Fl 32768 · 407-880-8500

W. Kyle Green
Rail projects Coordinator
Atkins on Behalf of the FDOT

Dear Kyle,

Florida Midland Railroad Co is pleased to provide the following quote for new Signal Systems in Polk County, Florida. Railroad oversight for each project is \$10,000

- 625476C - E Seminole Ave - AVC 843.97 Lake Wales**
Upgrade to an integrated switch and two FL&G. Install 8x8 house with PMD4 with remote, power and meter, and insulated rail joints.
Labor and Material \$246,842
- 623040U - Ave R SW - AW 842.21 Winter Haven**
Two FL&G, new power meter, 8x8 house, T Boss with remote, and guardrail for the gates.
Labor and Material \$249,596
- 625482F - E Tillman Ave – AVC 844.4 Lake Wales**
Two FL&G (one with doll arm), four ped gates, 8x8 house, power, and meter, PMD4 controller, remote monitoring.
Labor and Material \$358,533
- 625483M - E Johnson Ave – AVC 844.52 Lake Wales**
Two FL&G, four ped gates, 8x8 house with power/meter service, PMD4 controller w/ remote, shunt enhancer.
Labor and Material \$328,079
- 623048Y - Lake Ave – AW 844.99 Eagle Lake**
Two FL&G, 8x8 house, PMD4 controller w/remote, and shunt enhancer.
Labor and Material \$246,842
- 627535J - Murray Road – AVC 851.89 Hillcrest Heights**
Two FL&Gs, 8x8 house, PMD4, remote monitoring, and shunt enhancer.
Labor and Material \$242,168

Feel free to contact me with any questions.

Sincerely,

Karen Kuivinen
Manager of Real Estate/Contracts,
KarenK@fcr.com



FLORIDA CENTRAL RAILROAD CO LLC
FLORIDA MIDLAND RAILROAD CO LLC
FLORIDA NORTHERN RAILROAD LLC

3001 W Orange Ave Apopka FL 32703 · PO Box 967 Plymouth FL 32768 · 407-880-8500

W. Kyle Green
Rail projects Coordinator
Atkins on Behalf of the FDOT

7/6/2022

Dear Kyle,

Florida Midland Railroad Co is pleased to provide the following quote for new Surfaces in Polk County, Florida. Railroad oversight for each project is \$10,000- **Updated 6/14/2023.**

NOTE: Florida Midland Railroad will assume no liability or maintenance for any sidewalk existing or newly installed

- 623040U - Ave R SW - AW 842.21 Winter Haven**
 40 TF MBM Crossing System/MOT full road closure 2 consecutive weekends
 Labor and Material \$144,945
 Thermoplastic Pavement markings included At \$5,874
- 625482F - E Tillman Ave – AVC 844.4 Lake Wales**
 35.5 TF MBM Crossing System/MOT full road closure 2 consecutive weekends
 2 separate rubber/asphalt pedestrian crossings
 Labor and Material \$150,749
 Thermoplastic Pavement markings included At \$5,874
OR
 95.5 TF MBM Crossing System encompassing roadway and existing pedestrian crossings
 Labor and Material \$210,253
- 625483M - E Johnson Ave – AVC 844.52 Lake Wales**
 35.5 TF MBM Crossing System/MOT full road closure 2 consecutive weekends
 2 separate rubber/asphalt pedestrian crossings
 Labor and Material \$150,749
 Thermoplastic Pavement markings included At \$5,874
OR
 95.5 TF MBM Crossing System encompassing roadway and existing pedestrian crossings
 Labor and Material \$210,253
- 627535J - Murray Road – AVC 851.89 Hillcrest Heights**
 31 TF MBM Crossing System/MOT full road closure 2 consecutive weekends
 3"-5" raise in crossing surface to minimize current valley in roadway
 Labor and Material \$148,829
 Thermoplastic Pavement markings included At \$5,874
 Feel free to contact me with any questions.

Sincerely,

Karen Kuivinen
Manager of Real Estate/Contracts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS

725-090-41
 RAIL
 06/21

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
451351-1-57-01	Murray Road	Polk	83 16500-SIGD	D126 058 B

COMPANY NAME: Florida Midland Railroad Company, LLC

A. FDOT/AAR XING NO.: 627535J RR MILE POST TIE: AVC 851.89

B. TYPE SIGNALS PROPOSED: III CLASS: III DOT INDEX: 509-070

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

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$9,759.00

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, 2021 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.

CROSSING SURFACES	
Type	Definition
C	Concrete
R	Rubber
RA	Rubber/Asphalt
TA	Timber/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.

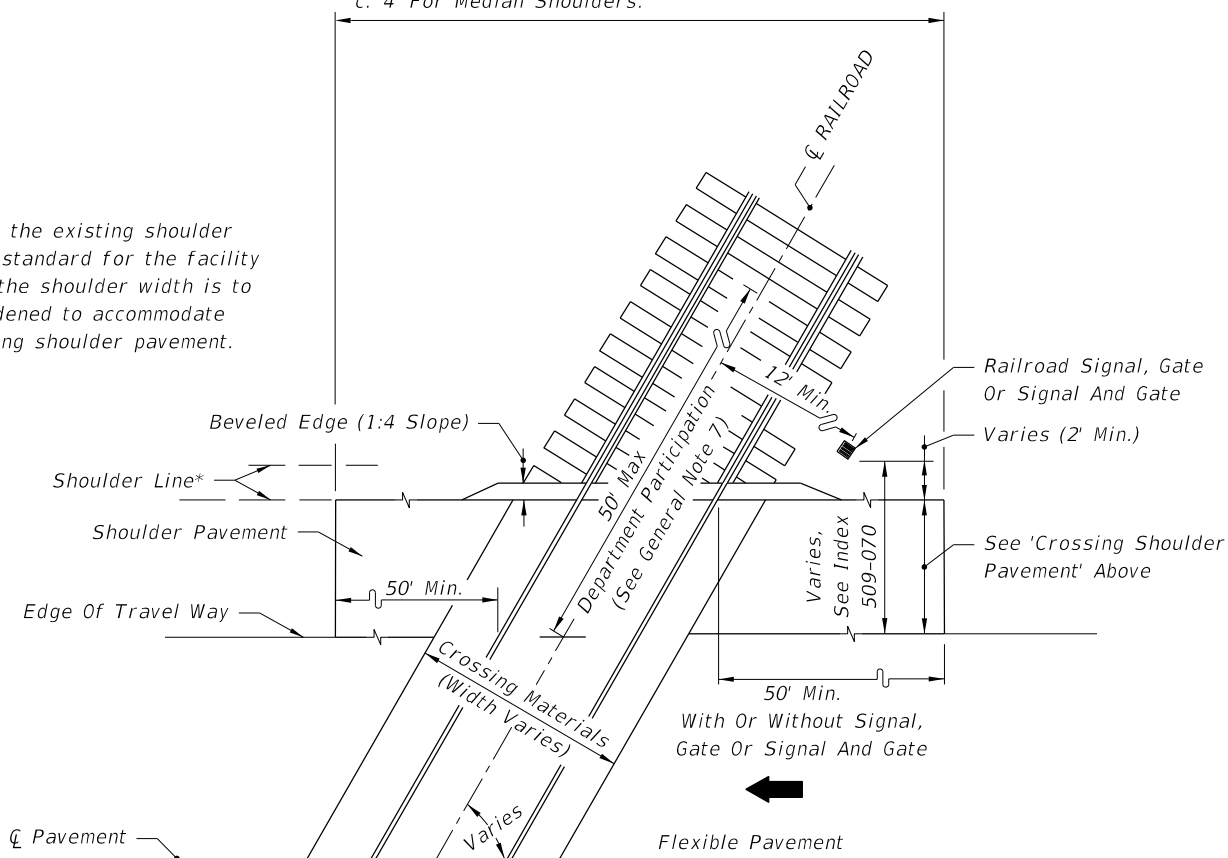
GENERAL NOTES:

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. Install pavement in accordance with the Specifications.
7. The Department will participate in crossing work, that requires adjustments to rail outside of the crossing, no more than 50 feet from the edge of the travel way.

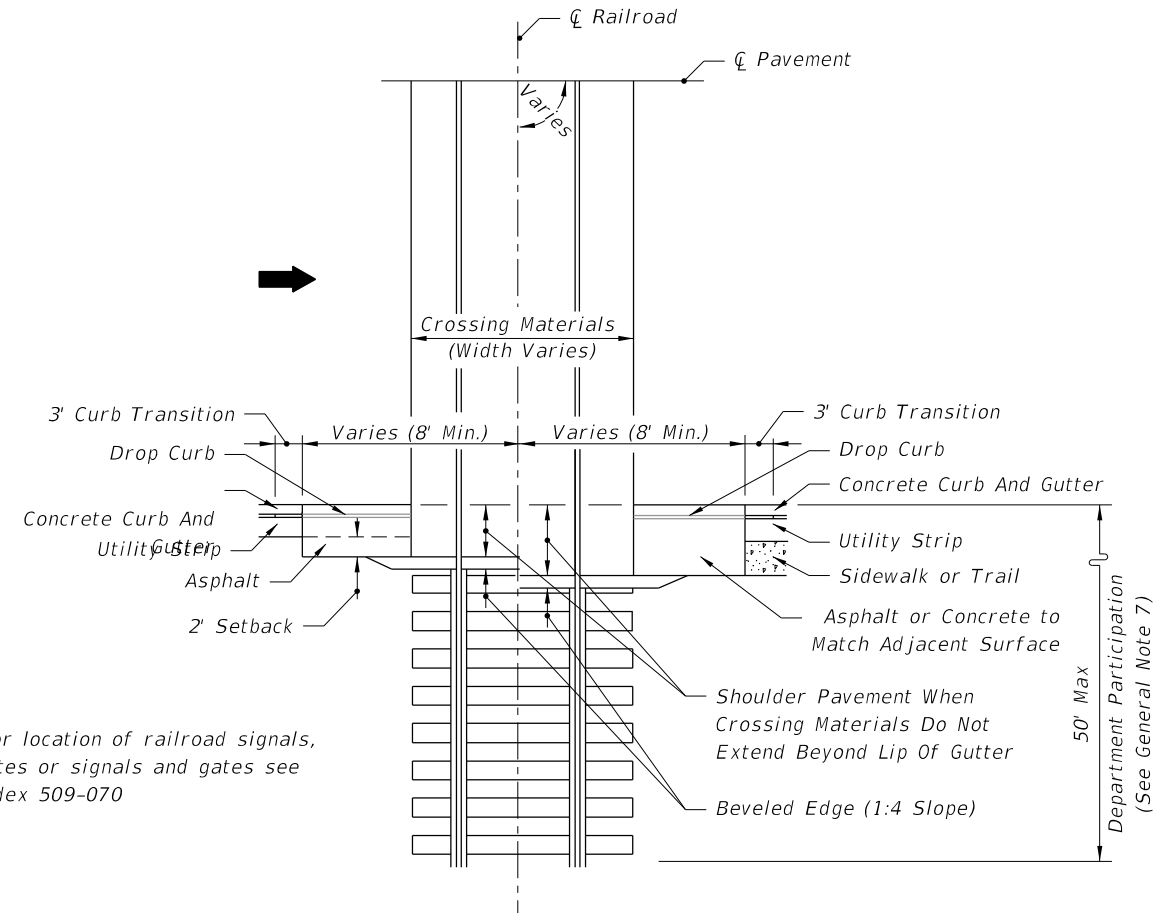
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Crossing Shoulder Pavement
 (Except Area Occupied By Crossing Surfacing Material):
 a. To Shoulder Line For Outside Shoulders Less Than 8' Wide.
 b. To 8' Maximum Width For Outside Shoulders 8' Or Wider
 (Regardless Of Approach Shoulder Pavement Width).
 c. 4' For Median Shoulders.

* Where the existing shoulder is substandard for the facility type, the shoulder width is to be widened to accommodate crossing shoulder pavement.

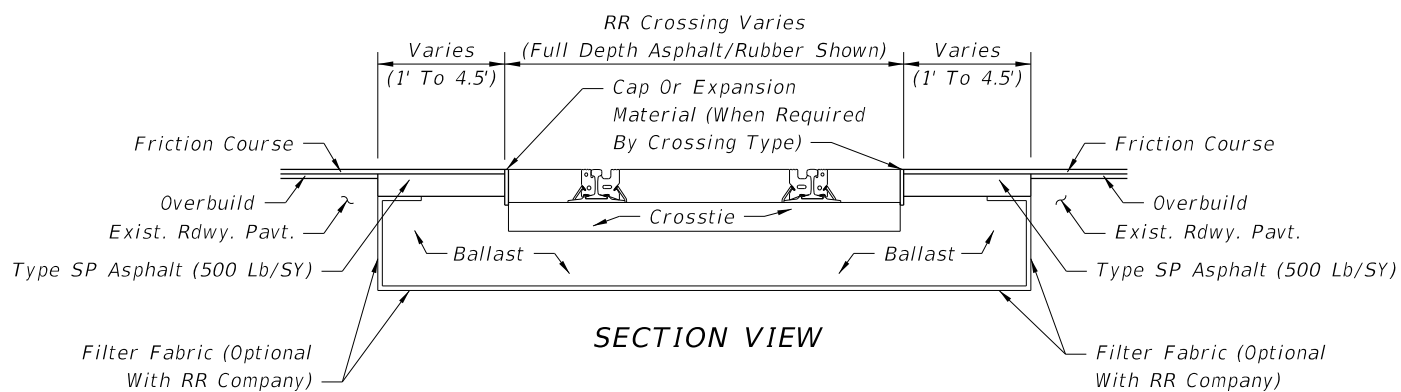


HALF PLAN
 ROADWAYS WITH FLUSH SHOULDERS

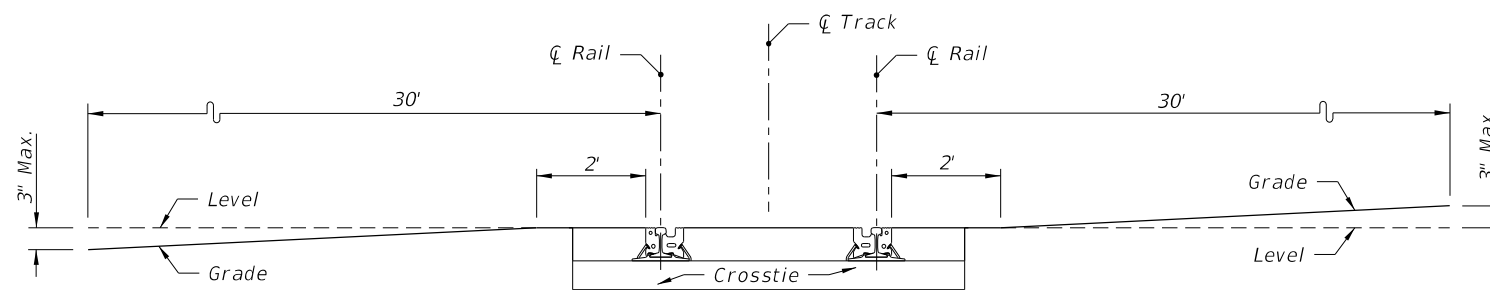


HALF PLAN
 CURBED ROADWAYS

Note: For location of railroad signals, gates or signals and gates see Index 509-070




TYPICAL CROSSING MATERIAL REPLACEMENT AT RR CROSSINGS

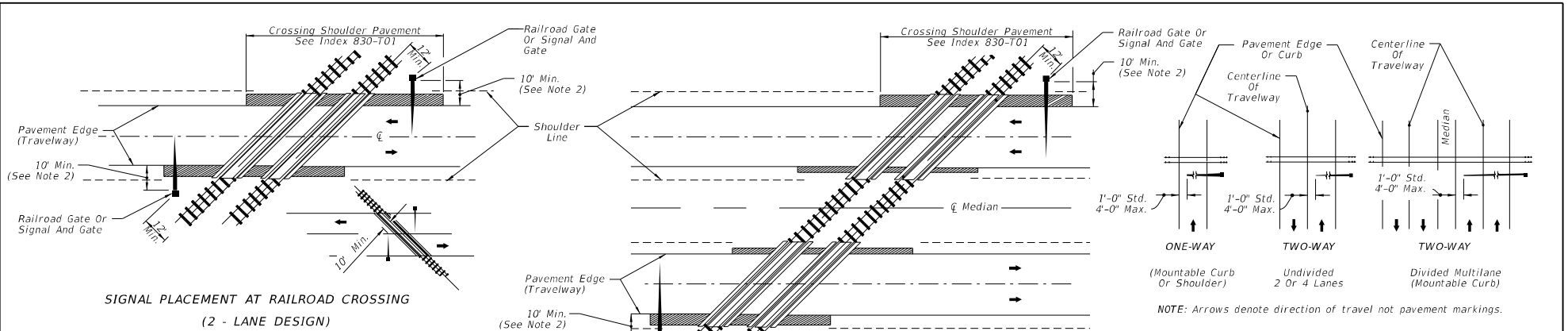


To prevent low-clearance vehicles from becoming caught on the tracks, the crossing surface should be at the same plane as the top of the rails for a distance of 2 feet outside the rails. The surface of the highway should also not be more than 3 inches higher or lower than the top of the nearest rail at a point 30 feet from the 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

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

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

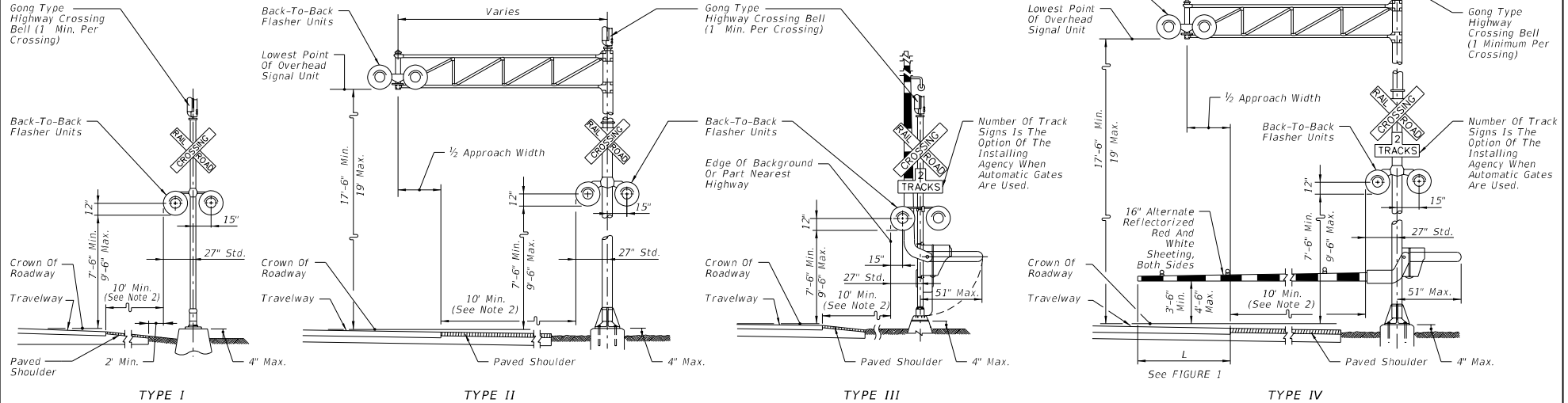
FIGURE 1
ONE-WAY
TWO-WAY
TWO-WAY
NOTE: Arrows denote direction of travel not pavement markings.

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 warning devices
 - II Flashing warning devices with cantilever
 - III Flashing warning devices with gate
 - IV Flashing warning devices with cantilever and gate
 - V Gate
5. Class of traffic control devices (Not Shown)
 - I 2 Quadrant flashing warning devices-one track
 - II 2 Quadrant flashing warning devices-multiple tracks
 - III 2 Quadrant flashing warning devices and gates-one track
 - IV 2 Quadrant flashing warning devices and gates-multiple tracks
 - V 3-4 Quadrant flashing warning devices and gates-one track
 - VI 3-4 Quadrant flashing warning devices and gates-multiple tracks

NOTE:

1. Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.
2. 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.




TYPE I

TYPE II

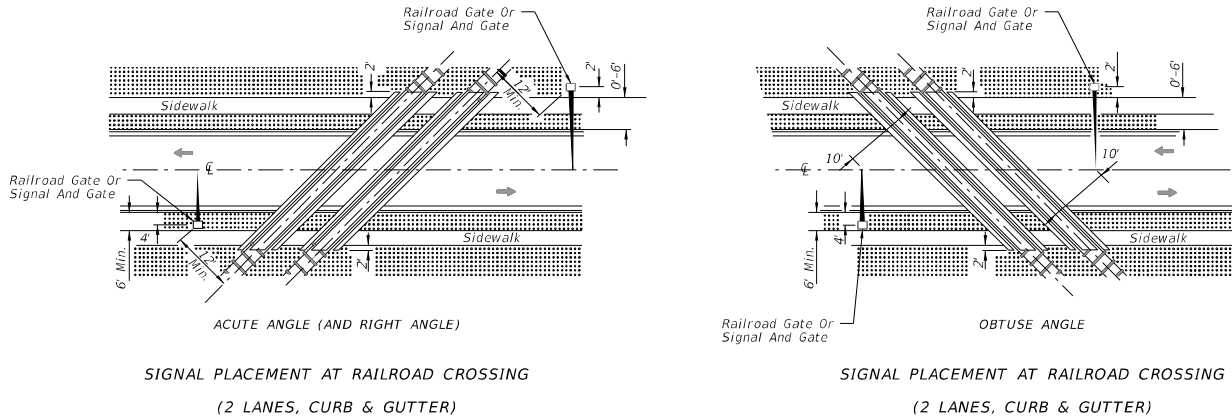
TYPE III

TYPE IV

TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY

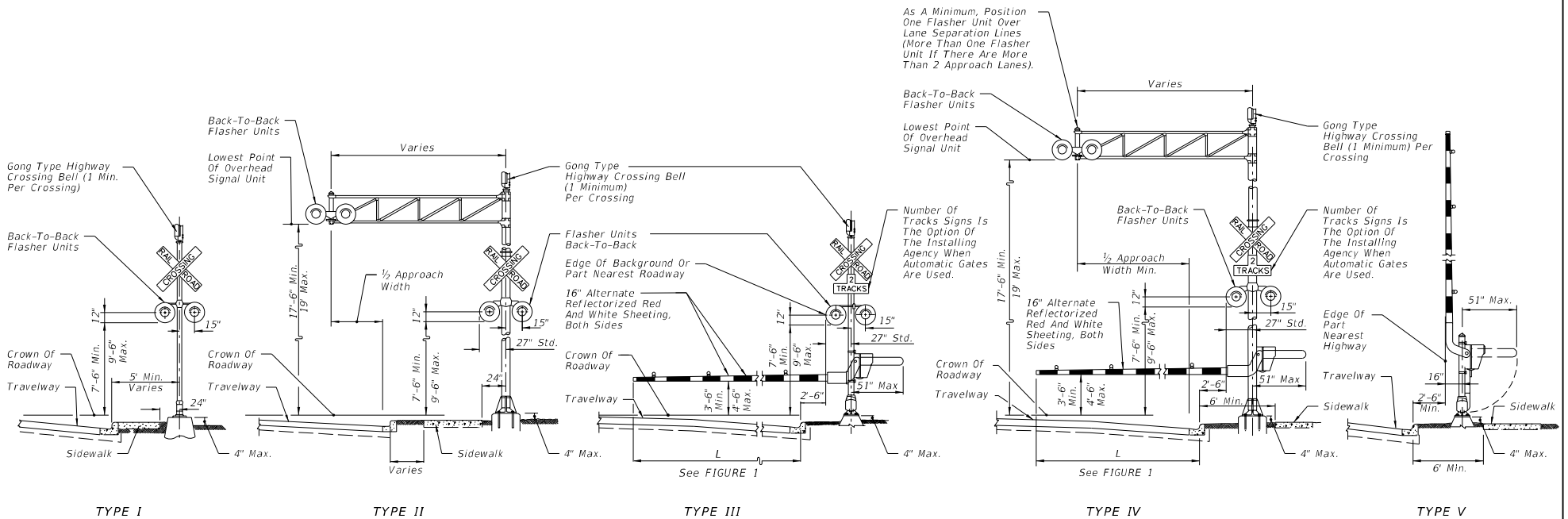
LAST REVISION 11/01/23	DESCRIPTION:	 FY 2024-25 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 1 of 3
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NOTES:

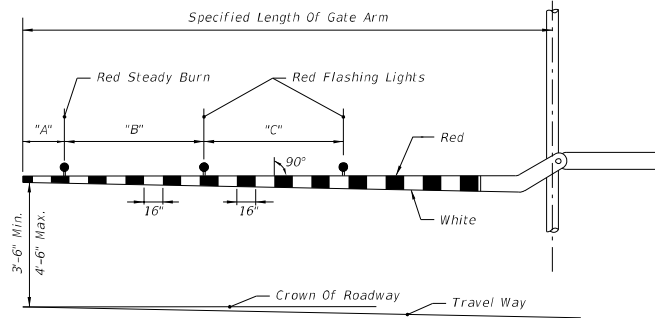
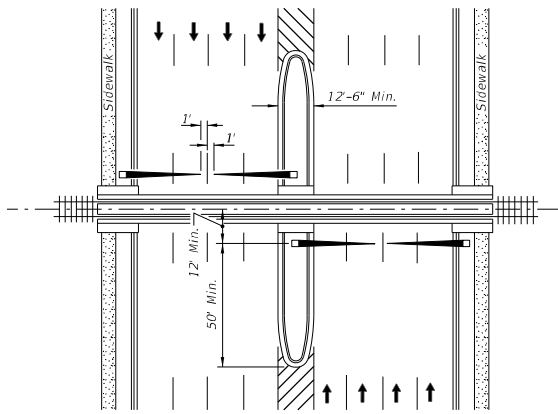
1. The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. 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.
5. When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 17'-6" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

<p>LAST REVISION II/01/23</p>	<p>DESCRIPTION:</p>	 <p>FY 2024-25 STANDARD PLANS</p>	<p>RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES</p>	<p>INDEX 509-070</p>	<p>SHEET 2 of 3</p>
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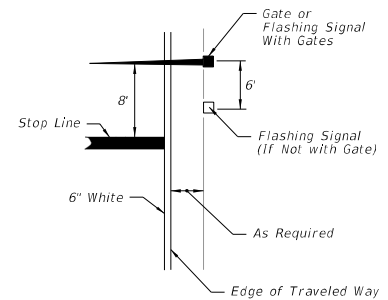
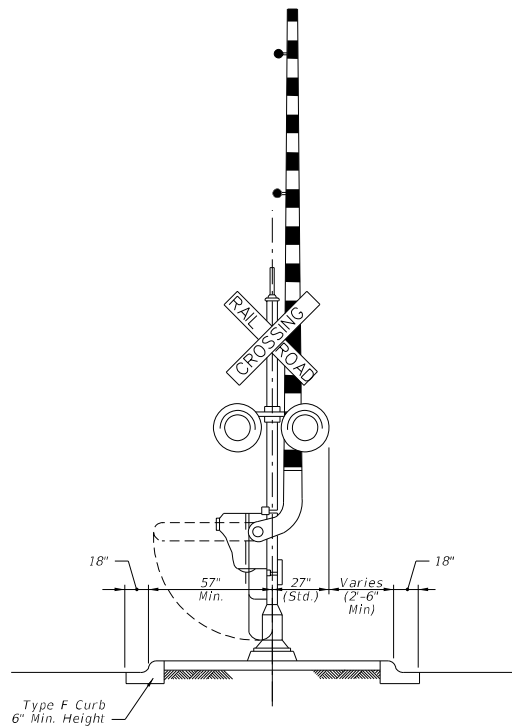
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RAILROAD GATE ARM LIGHT SPACING			
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

NOTE:

For additional information see the "Manual On Uniform Traffic Control Devices", Part 8; The "Traffic Control Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".



MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS
(Three or More Driving Lanes in one Direction, 45 mph or less)

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

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LAST REVISION 11/01/23	REVISION	DESCRIPTION:	 FY 2024-25 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 3 of 3
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COUNTY RESOLUTION
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES – COUNTY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
451351-1-57-01	Murray Road	POLK	83 16500-SIGD	D126 058 B

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF A RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system on Murray Road, which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

That Polk County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the Florida Midland Railroad Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 451351-1-57-01 on Murray Road, which crosses the right-of-way and tracks of the Company at FDOT/AAR Crossing No. 627535J located at or near Frostproof, Florida; and

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and the Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the Florida Midland Railroad Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Adopted in Regular Session duly assembled this 2nd day of June 2026.

Attest:
 Stacy M. Butterfield, Clerk

Board of County Commissioners
 Polk County, Florida

By: _____

By: _____

Deputy Clerk

Martha Santiago, Ed.D., Chair