Agenda Item #: 3 - C - 1

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: February 3, 2015 {X} Consent { } Regular { } Public Hearing { } Workshop Department: Submitted By: Engineering and Public Works Submitted For: Roadway Production Division

### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a Railroad Reimbursement Agreement (Agreement) with CSX Transportation Inc, (CSXT) and the State of Florida Department of Transportation (FDOT) for the reconstruction of West Camino Real railroad crossing.

**SUMMARY:** The FDOT owns the railroad corridor property and, in collaboration with CSXT, manages and maintains the railroad line. Approval of the Agreement with CSXT and the FDOT for the reconstruction of West Camino Real railroad crossing will allow for CSXT to remove and rebuild both existing crossing surfaces at West Camino Real. Palm Beach County will directly pay CSXT an estimated construction cost of \$352,359. The construction is necessary to improve the roadway pavement to provide a smoother ride over the tracks for vehicles traveling on West Camino Real. The combined estimated total cost to undertake the reconstruction at the crossing, including staff time, paving/striping and a contingency, is \$497,359.

District 4 (MRE)

**Background and Justification:** Palm Beach County (County) has received complaints of a rough ride over the CSXT crossing on West Camino Real just west of I-95. The County requested that CSXT/FDOT repair the existing crossing to provide for a smoother ride. The County holds the license agreement for this crossing and by agreement is required to fund all activities associated with the crossing. CSXT has prepared the necessary construction plans and the repair work requires reconstruction of the railroad tracks at West Camino Real. The estimated cost to reconstruct the railroad tracks is \$352,359. The County is required to place asphalt on West Camino Real outside of the limits of the tracks and will be responsible for the maintenance of traffic.

### **Attachments:**

- 1. Location Map
- 2. Reimbursement Agreement with Exhibit "A" (4)

Recommended by:	Ometa G.C.	Fernander 1/21/15 10	lc
74	Jivision Director	Date	
Approved By:	S. J. Well	1/22/15	
	County Engineer	Date	

### II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	2015 <u>\$497,359</u> <u>-0-</u> <u>-0-</u> <u>-0-</u> <u>\$497,359</u>	2016     	2017 0- 0- 0- -0- -0- -0-	2018 0- 0- 0- 0- 0-	2019 
Is Item Included in Cu	urrent Bu	dget?	Yes	X I	10

Budget Account No:

Fund 3500 Dept 361 Unit 1459 Object 6551

Recommended Sources of Funds/Summary of Fiscal Impact: Transportation Improvement Fund

West Camino Real at the CSXT Railroad-Crossing Imp.

Construction Contract	\$352,359.00
Contingency	\$ 65,000.00
Paving/Striping	\$ 65,000.00
Staff Costs -Traffic	\$ 10,000.00
Roadway Production	\$ 5,000.00
Fiscal Impact	\$497,359.00
C. Departmental Fiscal Review: . /////	lainer

III. <u>REVIEW COMMENTS</u>

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

22/15 XN 1180 1/22 1/22 ASD **OFMB** 

B. Approved as to Form and Legal Sufficiency:

27/15 Assistant County Attorney

C. Other Department Review:

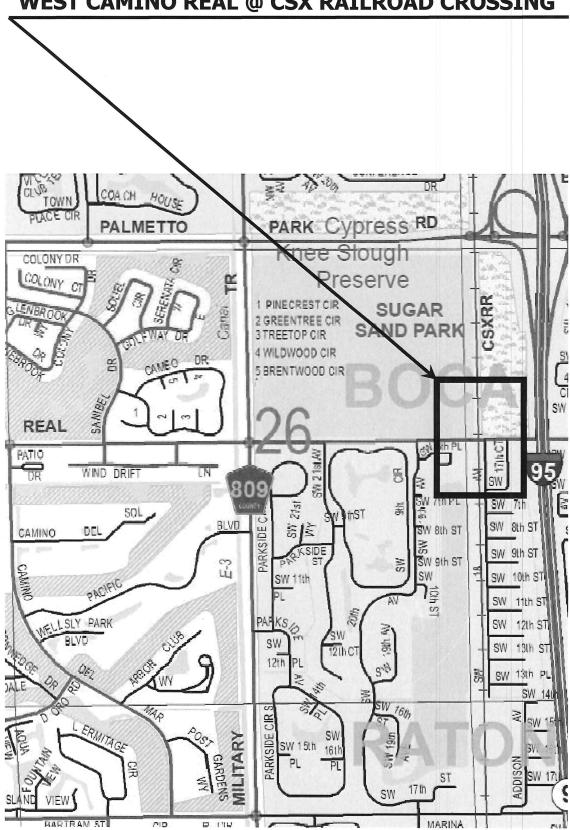
**Department Director** 

This summary is not to be used as a basis for payment.

F:\COMMON\WP\AGENDAPAGE2\AGNPGTWO2015\00.048.RRX.DOC

1126115 ntract Dev. and Control Bighee

### **ATTACHMENT 1**



# WEST CAMINO REAL @ CSX RAILROAD CROSSING

# LOCATION SKETCH

N:\ROADWAY\AGENDA ITEMS\2015\02\_03\2012701\_CSX Camino Real Construction Agreement\_3-C-1.doc

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES COUNTY OF PALM BEACH SOUTH FLORIDA RAIL CORRIDOR - ONLY

Financial Project I.D.	Road Name or Number	County Name	Parcel & R/W Number	FAP Number
	West Camino Real	Palm Beach	2 (X & S R)	

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and CSX TRANSPORTATION, INC., a corporation of Virginia, with its place of business in the City of Jacksonville, County of Duval, STATE OF FLORIDA, and authorized to do business in the State of Florida, hereinafter called CSXT. and the <u>COUNTY OF</u> <u>PALM BEACH</u>, a political subdivision of the State of Florida, hereinafter called the COUNTY.

### WITNESSETH:

WHEREAS, the **COUNTY** is constructing, reconstructing or otherwise changing a portion of the Public Road system, designated as Job No. <u>CSX OP# 1754</u>, on <u>WEST CAMINO REAL</u>, which crosses at grade the **South Florida Rail Corridor (SFRC)** and **CSXT** Property at Railroad MP: <u>SX 996.42</u> FDOT/AAR Crossing Number <u>628166-T</u>, at or near <u>BOCA RATON</u>, <u>FLORIDA</u>, as shown on Plan Sheet No. <u>1 of 1</u>, attached hereto as a part hereof; and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into a Contract for Installment Sale and Purchase for the **South Florida Rail Corridor** (SFRC), as more fully defined in the Phase A Agreement (as hereinafter defined), on May 11, 1988 (the "Contract"), at which time the **DEPARTMENT** became the owner of said property and **CSXT** retained an exclusive perpetual easement (the "CSXT Easement") for Rail Freight Operations within the SFRC; and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into a Phase A Operating and Management Agreement (OMAPA) Pertaining to the line of railroad between West Palm Beach and Miami, Florida and related properties on May 11, 1988 (the "Phase A Agreement"), pursuant to which **CSXT** will manage and maintain the SFRC property on behalf of the **DEPARTMENT** until the South Florida Operating and Management Agreement (SFOMA) Commencement Date, as hereinafter defined; and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into an Amended South Florida Operating and Management Agreement on January 25, 2013, as may be further amended ("SFOMA"), which provides for termination of the Phase A Agreement and transition of management, operation, and maintenance of the SFRC from **CSXT** to the **DEPARTMENT** upon the date determined pursuant to subsection 1(c) of SFOMA (the "SFOMA Commencement Date"); and

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

- The COUNTY shall be responsible for the cost to maintain the said Road at grade, and necessary approaches thereof, across the DEPARTMENT'S right-of-way, over its tracks and through the Railroad Easement retained by CSXT at the hereinabove-referenced location.
- 2. If the COUNTY so requests, CSXT shall provide, furnish or have furnished, all necessary material required for, and will construct at COUNTY'S expense a Standard Railroad Crossing Type <u>CONCRETE</u> in accordance with the DEPARTMENT'S Standard Index No. 560 by reference made a part hereof, as well as automatic railroad grade crossing traffic control devices at said location in accordance with (1) the attached detailed statement of the work, plans, and specifications; (2) the DEPARTMENT'S Plans and Standard Index Number 17882, and (3) FHPM 1-4-3 and FHPM 6-6-2-1, or Rule 14-46.002. F.A.C. all of which by reference are made a part hereof. The COUNTY shall be responsible for the costs of Maintenance of Traffic during the construction period.

Upon completion of the crossing, CSXT shall be responsible for the maintenance of said crossing in accordance with the Phase A Agreement until the SFOMA Commencement Date. Upon the SFOMA Commencement Date, the crossing shall be maintained by the **DEPARTMENT** or its contractor. The **COUNTY** shall be responsible for the maintenance of the highway roadbed and surface outside the railway ties and the crossing surface. All costs required to maintain the crossing in good working condition, as well as any subsequent modifications to the crossing, as may be requested by the COUNTY, shall be the sole financial responsibility of the COUNTY. However, it is expressly understood and agreed that if said area is not being maintained in accordance with the Department's roadway standards by the COUNTY, then the DEPARTMENT or CSXT shall provide the COUNTY with written notice of such improper maintenance and the COUNTY shall have thirty (30) days from the receipt of said notice to properly maintain the area, or the DEPARTMENT or CSXT, at their option, shall perform such maintenance work and bill the COUNTY directly for costs thus incurred that are the responsibility of the COUNTY. It is further expressly understood and agreed that if the opinion of the **DEPARTMENT** or CSXT an emergency repair becomes necessary, the COUNTY shall be promptly notified of such emergency. If the COUNTY is unable to perform or cause to be performed the emergency repairs, then the **DEPARTMENT** or **CSXT**, at their option, shall perform such maintenance work and bill the COUNTY, directly for costs thus incurred that are the responsibility of the COUNTY.

3. The DEPARTMENT at its discretion may arrange for the synchronization of the railroad crossing devices with existing or proposed highway traffic control devices at <u>WEST</u> <u>CAMINO REAL</u>, and attendant installation of <u>Type IV</u>, <u>Class VI (3 OR 4 QUADRANT</u> <u>FLASHING SIGNALS WITH CANTILEVER AND GATES – MULTIPLE TRACKS)</u>. None of the parties shall disconnect sequence without prior notice to the other. Each party shall maintain it's interconnect cable.

The parties agree that the cost for the operation and maintenance of the grade crossing traffic control devices shall be borne by the **COUNTY** 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 **CSXT** pursuant to the Phase A Agreement, until the SFOMA Commencement Date.

Upon the SFOMA Commencement Date, the signals shall be operated and maintained by the **DEPARTMENT** or its contractor. The **DEPARTMENT** shall operate said signals at said grade crossing 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. **CSXT** and the **DEPARTMENT** agree that any future relocation or adjustment of said signals shall be performed by **CSXT** until SFOMA Commencement Date and the **DEPARTMENT** or its contractor thereafter; 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 performed as provided above.

- 4. All work contemplated at this crossing shall at all times be subject to the approval of the **DEPARTMENT** and Chief Engineer or his representative. **CSXT'S** Division Engineer and/or Superintendent shall receive at least seventy-two (72) hours notice prior to the performance of any work within the limits of the railroad 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 thirty (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 COUNTY will reimburse CSXT or the DEPARTMENT for the cost of watchmen or flagging service when the COUNTY'S contractor is performing work that requires movement of equipment, employees or trucks across the tracks of the DEPARTMENT, or when at times CSXT and/or the DEPARTMENT agree that such a service is necessary.
- 7. All contractors working in the SFRC are required to have Railroad Protective Public Liability and Railroad Protective Property Damage Liability insurance in a combined amount of \$5,000,000.00, 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 \$10,000,000.00 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement.

Contractor will furnish **CSXT** and the **DEPARTMENT** a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of \$5,000,000.00 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of 23 C.F.R., Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

8. The COUNTY will bear the cost of relocation of any utility (wire or pipe) due to COUNTY requested improvements to the roadway right-of-way, that has compensable interest on the right-of-way occasioned by the construction of said crossing and occupancy of the DEPARTMENT'S property, unless the original agreement creating the occupation of such utility requires the Utility to relocate said line.

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

**DEPARTMENT** Procedure 725-080-002 Appendix D.4 and Rule 14-46.002 "Responsibility for the Cost of Railroad-Highway Crossing", Florida Administrative Code and/or the Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart 1; 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. **CSXT** further agrees to do all such work with its own forces or by a contractor paid under a contract held by **CSXT** under the supervision and approval of the **DEPARTMENT**, and the Federal Highway Administration, when applicable.

- 10. Attached hereto, and by reference made a part hereof as defined in Exhibit "A", are plans and specifications of the work to be performed by **CSXT** pursuant to the terms hereof, and an estimate of the cost thereof in the amount of <u>\$352,359.00</u>. All work performed by **CSXT** pursuant hereto, shall be performed according to these plans and specifications as approved by the **DEPARTMENT**.
- 11. All labor, services, materials, and equipment furnished by **CSXT** in carrying out work to be performed, shall be billed by **CSXT** directly to the **COUNTY**. Separate records as to costs of contract bid terms and force account items performed for **CSXT** shall be furnished by **CSXT** to the **COUNTY**.
- 12. CSXT has determined that the method to be used in developing future relocation or installation cost shall be actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- 13. If the **DEPARTMENT** and **CSXT** concur that an upgrading and/or betterment of the crossing beyond that contemplated in this Agreement is desirable, then any cost associated with such upgrading or betterment shall be paid from the maintenance account provided for in the Phase A Agreement. If the **COUNTY** wishes to upgrade and/or better the crossing, such upgrade or betterment shall be paid for by the **COUNTY**.
- 14. Upon completion of the crossing improvements, all billing for future maintenance and modifications, which are the responsibility of the **COUNTY**, will be as follows: **CSXT** shall, within one hundred eighty (180) days, furnish the **COUNTY** 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.

15. 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 where the records and accounts billed can be audited. Adequate reference shall be made in the billing to cSXT'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the COUNTY. Upon receipt of invoices, prepared in accordance with the provisions of the above-indicated Reimbursement Policy, the COUNTY agrees to reimburse CSXT in the amount of such actual costs approved by the COUNTY auditor.

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

- 16. 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.
- 17. In accordance with Section 215.422 Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) working days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (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 forty (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 Banking and Finance. The duties of the individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under terms of this Agreement for future projects shall be maintained and made available upon request to the COUNTY and the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the COUNTY and the DEPARTMENT upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records of the Contractor'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 subcontractor considered necessary by the **COUNTY** and the **DEPARTMENT** for a proper audit of costs.

19. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a term 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 expenditures 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 the entering into any such contract or other binding commitment of funds.

Nothing herein contained shall prevent the making of contracts for periods, exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

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

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

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

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

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

The **DEPARTMENT'S** obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

- 23. The **DEPARTMENT** reserves the right to unilaterally cancel this Agreement for refusal by the contractor or **CSXT** 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.
- 24. 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 the **DEPARTMENT** remove said crossing and restore the **DEPARTMENT'S** property to the condition previously found, provided that the **DEPARTMENT** 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 **DEPARTMENT** the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.
- 25. CSXT covenants and agrees that it will indemnify and hold harmless the COUNTY and the DEPARTMENT and all of the COUNTY'S and the DEPARTMENT'S officers, agents, and employees from any claim, less, damage, cost charge, or expense arising out of any action, neglect, emission, or delay by CSXT 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 CSXT 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 COUNTY or the DEPARTMENT, or any of its officers, agents, or employees.
- 26. CSXT shall:
  - Utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CSXT during the term of the contract; and
  - b. Include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 27. Any notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage-prepaid envelope, and addressed as follows:

If to the Department: Florida Department of Transportation 3400 West Commercial Boulevard Ft. Lauderdale, FL 33309 Att: Rail Coordinator (954) 777-4401

If to CSXT: CS	SX Transportation, Inc. 500 Water Street J-301 Jacksonville, FL 32202 Attn: Director Project Management Public Projects
If to the COUNTY	2 Palm Beach County Engineering Department Tanya N. McConnell, P.E. Palm Beach County

Deputy County Engineer P.O. Box 21229, West Palm Beach, FL 33416 tmcconnell@pbcgov.org (561) 684-4010

- 28. Upon execution this maintenance agreement shall supersede all provisions, relating to said crossing, contained in any previous maintenance agreement and shall become the permanent maintenance agreement of record.
- 29. Provision twenty-five (25) was deleted by all parties prior to the agreement execution.

Date

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.

PALM BEACH COUNTY, a Political Subdivision of the State of Florida Board of County Commissioners

Mayor

By:\_\_\_\_\_

ATTEST: SHARON R. BOCK CLERK & COMPTROLLER

By: \_\_\_\_\_

Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Ву: \_\_\_\_

Title: Director of Transportation Development

Legal Review

Ву: \_\_\_\_\_

Attomey - DOT

Approved to Funds Available

Ву: \_\_\_\_\_

Comptroller – FDOT Date

COUNTY ATTORNEY (Seal) CSX TRANSPORTATION INC.

By: \_\_\_\_\_

Title:

APPROVED AS TERMS AND CONDITIONS

meles a Firmand

### WORK DESCRIPTION GRADE CROSSING NEW OR RECONSTRUCTION

EXHIBIT "A" page 1 of 12 725-090-07 RAIL 10/99

FIN	IANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RA	W NUMBER	FAP NUMBER
	N/A	West Camino Real	PALM BEACH	2 (X & S	SR)	
		RAILRO	DAD COMPANY			
<u> </u>		CSX 1	ransportation			
A.	JOB DESCRIPTION &	LOCATION: X-ing reconstr	uction / Concrete F	uli Depth Surfac	æ	
В.	TYPE OF ROADWAY	ACILITY: 4 Thru Lanes -	Urban Major Colle	ctor		
C.	FDOT/AAR XING NO .:			ST TIE: SX 996	.42	
D.	TYPE CROSSING PRO	POSED: Type C - Modified	<i></i>	DOT INDEX:	560	
E.	STATUS AND PROPO			·		
	1. EXISTING CROSSI	NG (S	ee Agreement dated	09/11/1998	)	
	a. XX Tobeii	nproved as permanent public re	•			
	b. To be (	used-improved) for temporary (	haul-detour) operatio	n, Pit. No		
		elocated (See above for new lo	· -	sing will:		
	(1) (2)	remain in place for local us		1) formen		
		be abandoned and remove liminated - Remarks	ed by (State-Rainoad	i) forces.		
	•					
	2. NEW CROSSING					
		onstructed as permanent public				
		onstructed for temporary (haul- ed from elsewhere (See 1.c. at				
		s Public Hearing (State Statute		ocomgy.		
-		-				
F.	VERTICAL ALIGNMEN 1. XX Meeting ele	vation of existing rails.				
		stments necessary. Rails to be	(raised-lowered)	D		feet.
						_
G.	CROSSING PROTECT	ION:	(Signal	Sheet attached:	🗋 Yes 🛛	K No.)
Н.	DRAINAGE ITEMS:		(Drainage	Sheet attached:	🗋 Yes 🛛 💈	K] No.)
I.	COMMUNICATION AN	D/OR POWER LINE ADJUSTN	IENTS			
	1. XX By Others	COUNTY or Contractor			Cor	npany.)
	2. N/A By Railroad			······································		
J.	AUTHORITY REQUES					<b>-</b>
J.		(Third Party Participating PAL		(Draft attached:		] No.)
		ai Agreement No.				
	3. Crossing Pe					
		r Change Order No.				
	5. Letter of Au	thority.	······			
	6. Letter of Co	nfirmation (No Cost to Departm	ient).			
К.	OTHER REMARKS: N	egotiations to be completed by				
		2 main tracks. Remove exi	sting surface and n	place with full	denth concre	te

,

.

surface.

EXHIBIT "A" page 2 of 12 725-090-41 RAIL

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

OGC - 03/12

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
N/A	West Camino Real	PALM BEACH	2 (X & S R)	
COMPANY NAME: CS	X Transportation, INC / Sout	h Elocida Rail Corri	dor	
	A mansponauon, inc / Souu			
A. FDOT/AAR XING NO.: 6	28166-T	RRI	MILE POST TIE: SX 995.	97
B. TYPE SIGNALS PROPO	SED IV	CLASS		17882

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

### Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	<u>COST*</u>
1	Flashing Signals - One Track	\$2,256.00
11	Flashing Signals - Multiple Tracks	\$2,985.00
141	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00
v	3 or 4 Quadrant Flashing Signals and Gates - One Track	\$6,726.00
VI	3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks	\$8,442.00

### AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE:	July 22, 1982
GENERAL AUTHORITY:	334.044, F.S.
SPECIFIC LAW IMPLEMENTED:	335.141, F.S.

\*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

### CSX TRANSPORTATION, INC. FORCE ACCOUNT ESTIMATE

### ACCT. CODE : 709 - FL1754

	ESTIMATE SUBJECT TO REVISION AFTER:       4/26/2015       DOT NO         CITY: Boca Raton       COUNTY: Palm Beach County       STAT         DESCRIPTION:       W Camino Real Road - remove existing grade crossing surface (both tracks) crossing surface with concrete panels.       Stat	E: FL and reb	uild
	DIVISION: Jacksonville SUB-DIV: Miami MILE POS AGENCY PROJECT NUMBER: MILE POS	1: SX-9	96.41
212	PRELIMINARY ENGINEERING: Contracted & Administrative Engineering Services Subtotal	\$	<u> </u>
	Subiotal	φ	-
212	CONSTRUCTION ENGINEERING/INSPECTION: Contracted & Administrative Engineering Services Subtotal	<del>\$</del> \$	13,957 13,957
050 070 050 230	FLAGGING SERVICE: (Contract Labor)         Labor (Conductor-Flagman)         Labor (Foreman/Inspector)         Additive       113.98% (Transportation Department)         Additive       118.39% (Engineering Department)         Per Diem       (Engineering Department)         Expenses       Subtotal	\$ \$ \$ \$ \$ <b>\$</b>	1,960 - 2,320 375 - 4,655
	SIGNAL & COMMUNICATIONS WORK:	\$	_
	TRACK WORK:	\$	301,714
900	PROJECT SUBTOTAL CONTINGENCIES: 10.00%	\$ \$	320,326 32,033
	GRAND TOTAL ************************************	\$	352,359
	Agency <u>100.00%</u> Railroad	\$ \$	352,359
		\$	352,359

# NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:	C. Johnson HDR	Approved by: KEM	CSXT Public Project Group
DATE: <u>10/28/2014</u>	REVISED:	DATE: 11/14/14	

**Project Summary Sheet** 

EXHIBIT "A" page 4 of 12 Page 1 of 3

### CSX TRANSPORTATION, INC. FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FL1754 Pub EB - FL EB3 (FL)

		REVISION AFTER:		4/26/2015			DOT NO.:	6281	66T
		Boca Raton			Palm Beach	County	STATE:		001
	DESCRIPTION:	W Camino Real Road - r				•		_	nniaa
	Deservir nem.	surface with concrete pa	-	grade cros	sing surface				oomig
	DIVISION	Jacksonville	SUB-DIV: M	liami		1	MILEPOST:	SX-9	96 41
	DRAWING NO.:				1/15/2013	1		07-3	30.41
	AGENCY PROJECT NUM		DIAM	IG DAIL.	1/13/2013				
	PRELIMINARY ENGINEE Contracted & Administration							\$	
-		Subtotal						\$	-
	CONSTRUCTION ENGIN	EERING/INSPECTION:							
2	Contracted & Administrati	ve Engineering Services						\$	13,9
		Subtotal						\$	13,9
	FLAGGING SERVICE: (C								
	Labor (Conductor-Flagma	•		<u>0</u>	Days @	<u>\$</u>	•	\$	-
	Labor (Foreman/Inspector	r)		<u>5</u>	Days @	\$ 392	.00	\$	1,9
	Additive	113.98% (Transpor	tation Departme	ent)	-			\$	-
	Additive	118.39% (Engineer						\$	2,3
0	Expenses	(Engineering Departm		, <u>5</u>	Days @	\$ 75	.00	\$	3
	Expenses	(Transportation Departm		Ō	Days @	\$		ŝ	-
	·	Subtotal	· - · · · · · · · · · · · · · · · · · ·	<u>×</u>		*	-	\$ \$	4,6
	COMMUNICATIONS WO	RK:							
	Temporary (Details Attach							\$	-
	Permanent (Details Attach							\$	
		Subtotal						\$	
		Cubiciai						Φ	-
	TRACK: LABOR					• •			
	Construct Track Panel				MAN-HRS		.00	\$	13,4
	Construct Track Panel Remove Existing Crossing	1		<u>250</u>	MAN-HRS	<u>\$ 42</u>	.00	\$	10,5
	Construct Track Panel Remove Existing Crossing Install Track Panel	)		<u>250</u> 320	MAN-HRS MAN-HRS	<u>\$42</u> \$42	.00 .00	\$ \$	10,5 13,4
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties	)		250 320 <u>48</u>	MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42 \$ 42	.00 .00 .00	\$ \$ \$	10,5 13,4 2,0
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM	)		250 320 <u>48</u> <u>84</u>	MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42 \$ 42	.00 .00	\$ \$	
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds	)		250 320 48 84 64	MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ <u>42</u> \$42 \$42 \$42 \$42	.00 .00 .00	\$ \$ \$	10,5 13,4 2,0
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds Install Geo-Textile Fabric	)		250 320 48 84 64	MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ <u>42</u> \$42 \$42 \$42 \$42 \$42 \$	.00 .00 .00 .00	\$ \$ \$ \$	10,5 13,4 2,0 3,5
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds Install Geo-Textile Fabric Install Sub-Drains	3		250 320 48 84 64 0 0	MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 42	.00 .00 .00 .00 .00 .00	\$ \$ \$ \$	10,5 13,4 2,0 3,5
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds Install Geo-Textile Fabric Install Sub-Drains Install Ballast	3		250 320 48 84 64 0 80	MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 5 \$ 42	.00 .00 .00 .00 .00 .00	\$ \$ \$ \$	10,5 13,4 2,0 3,5
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds Install Geo-Textile Fabric Install Sub-Drains Install Ballast Line and Surface	3		250 320 48 84 64 0 0 80 140	MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42	.00 .00 .00 .00 .00 .00 .00	\$ \$ \$ \$	10,5 13,4 2,0 3,5 2,6 -
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds Install Geo-Textile Fabric Install Sub-Drains Install Ballast Line and Surface Install Crossing Materials	3		250 320 48 84 64 0 0 80 140 160	MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 42	.00 .00 .00 .00 .00 .00 .00 .00 .00	\$ \$ \$ \$	10,5 13,4 2,0 3,5 2,6 - - 3,3 5,8
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds Install Geo-Textile Fabric Install Sub-Drains Install Ballast Line and Surface	3		250 320 48 84 64 0 0 80 140 160 40	MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 42 \$ 42	.00 .00 .00 .00 .00 .00 .00	\$ \$ \$ \$	10,5 13,4 2,0 3,5 2,6 - - 3,3 5,8 6,7
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds Install Geo-Textile Fabric Install Sub-Drains Install Ballast Line and Surface Install Crossing Materials	,		250 320 48 84 64 0 0 140 160 160 40 0	MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42	.00 .00 .00 .00 .00 .00 .00 .00 .00	\$ \$ \$ \$	10,5 13,4 2,0 3,5 2,6 - - 3,3 5,8 6,7
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds Install Geo-Textile Fabric Install Sub-Drains Install Ballast Line and Surface Install Crossing Materials			250 320 48 84 64 0 0 140 160 160 40 0	MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42	.00 .00 .00 .00 .00 .00 .00 .00 .00	\$ \$ \$ \$	10,5 13,4 2,0 3,5 2,6 - - 3,3 5,8 6,7
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds Install Geo-Textile Fabric Install Sub-Drains Install Ballast Line and Surface Install Crossing Materials Flash Butt Welds	) 		250 320 48 84 64 0 0 80 140 160 40 0 0	MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42	.00 .00 .00 .00 .00 .00 .00 .00 .00	\$ \$ \$ \$	10,5 13,4 2,0 3,5 2,6 - - 3,3
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds Install Geo-Textile Fabric Install Sub-Drains Install Ballast Line and Surface Install Crossing Materials Flash Butt Welds	  		250 320 48 84 64 0 0 80 140 160 40 0 0	MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	\$ \$ \$ \$	10,5 13,4 2,0 3,5 2,6 - - 3,3 5,8 6,7
	Construct Track Panel Remove Existing Crossing Install Track Panel Install Cross Ties Install OTM Install Field Welds Install Geo-Textile Fabric Install Sub-Drains Install Ballast Line and Surface Install Crossing Materials Flash Butt Welds	9   118.39%		250 320 48 84 64 0 80 140 160 40 0 0 0	MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS MAN-HRS	\$ 42 \$ 42	.00 .00 .00 .00 .00 .00 .00 .00 .00	\$ \$ \$ \$	10,5 13,4 2,0 3,5 2,6 - - 3,3 5,8 6,7

Force Account Worksheet

### CSX TRANSPORTATION, INC. FORCE ACCOUNT ESTIMATE

ACCT. CC	DE : 709 -	FL1754
Pub EB -	FL	EB3 (FL)

	TRACK: MATERIAL								
220	Cross Ties, Main Line			<u>0</u>	EA	\$	-	\$	-
220	Cross tie - pre-plated	Not to be used for I	Public Projects	Ō	EA	\$	-	\$	-
220	Cross-tie - Borate			Ō	EA	\$	-	\$	-
220	Crossties, 10' Length			150	EA	\$	55.00	\$	8,250
220	Tie plates			300	EA	\$	10.51	\$	3,153
220	Rail, 136RE, New			480	LF	\$	21.00	\$	10,080
220	Misc. OTM			<u>1</u>	LOT	\$	2,200.00	\$	2,200
220				ō	EA	\$	•	\$	-
210	Geo-Textile Fabric			ō	RL	\$	<u> </u>	\$	-
210	Sub-Drains			ō	LF	\$	-	\$	-
220	Ballast - Trucked in			400	NT	\$	45.00	\$	18,000
220	Field Welds, 136RE			8	EA	\$	100.00	\$	800
220	Joint Bars, 136RE			8	PR	\$	150.00	\$	1,200
				8 0 0		\$	-	\$	-
		_		Š		\$		\$	_
210	Concrete Full Width			<u>162.5</u>	TF	\$	250.00	\$	40,625
210	End Ramps			2	SET	\$	658.88	\$	1,318
210	Install Package (Sling bit	s nails)		<u>د</u> 2	EA	\$	311.30	\$	623
210	Timber/Asphalt Crossing			<u>2</u> 0	TF	\$	511.50	\$	023
210	Bituminous Material	(OOX Olandard)		Ŭ 0	NT	\$	-	\$	-
210	Sales Tax on Material	0	.00%	∑ ∑	EN 1	φ	-	\$	-
210	Material Handling		.00%					\$	4,312
210	Freight	Ū		<u>0</u>	LS	\$	-	\$	4,312
		Subtotal		. 2	20	Ψ	-	\$	90,561
		Jubiolai						Φ	90,501
	CONTRACT:								
215	Asphalt Paving (In Place	١		0	NT	¢		ſ	
241	Disposal of Waste Mater			<u>0</u>	TF	\$ \$	2 000 00	\$	-
215	Maintenance of Traffic	1010		<u>1</u> 0			2,000.00	\$	2,000
210	Maintenance of Trainc	Subtotal		Ū	DAY	\$	-		-
		Sublotai						\$	2,000
241	EQUIPMENT RENTAL:	CSX vehicle and equ	inment rental include	d in overhe	ad paraa	*****			
241			r extraordinary rental					¢	54.050
			extraordinary rentar	or unique a		Snuac	<i>i</i> .	\$	54,252
50	WORK TRAIN:			<u>2</u>	DAY	\$	2,100.00	\$	4,200
		Subtotal		=		•	_,		4,200
								Ψ	4,200
	SALVAGE:								
228	Rail			<u>10</u>	NT	\$	65.00	\$	(650)
228	ОТМ			5	NT	\$	75.00	\$	(375)
		Subtotal		-		•		\$	(1,025)
								¥	(1,020)
	SIGNAL WORK:								
210	Material - Field & Consun	nables						\$	-
210	Material - Sales Tax							\$	-
220	Material - Shop							\$	-
60	Construction Labor							\$	-
65	Shop Labor							\$	-
230	Per Diem							\$	-
200	RR Engineering, Prelimina	ary						\$	_
200	RR Engineering, Construct							\$	-
60	Additives to Construction							\$	-
65	Additives to Shop Labor							\$	-
			Force Account Work	(ah a - t				Ť	
				SUDOL					

Force Account Worksheet

### CSX TRANSPORTATION, INC. FORCE ACCOUNT ESTIMATE

				ACCT. COD Pub EB -	E : 709 - FL	FL1754 EB3 (FL)			
200	Additives to Engineering							\$	-
241	Equipment Expense							\$	-
241	Waste Management							\$	-
212	Contract Engineering							\$	-
211	Freight							\$	-
216	AC Power Service							\$	-
228	Salvage							\$	-
900	Other							\$	-
		Subtotal						\$	
	PROJECT SUBTOTAL:							\$	320,326
900	<b>CONTINGENCIES:</b>		10.00%					\$	32,033
			GRAND TOTAL	**********	********	*****	******	\$	352,359
	<b>DIVISION OF COST:</b>								
		Agency	<u>100.00%</u>					\$	252 250
		Railroad	0.00%					¢	352,359
		T tain out	TOTAL	******	*******	*******	******	\$	352,359
								Ψ	332,333
	NOTE: Estimate is base. This estimate has been prepared by as of the date prepared. The actual apparent once construction commen	ased on site co I cost for CSX1	nditions, anticipated wo work may differ based	rk duration periods, m upon the agency's rec	aterial prices,	, labor rates, manpow	er and resource availab	ility, and othe r conditions	er factors known that become

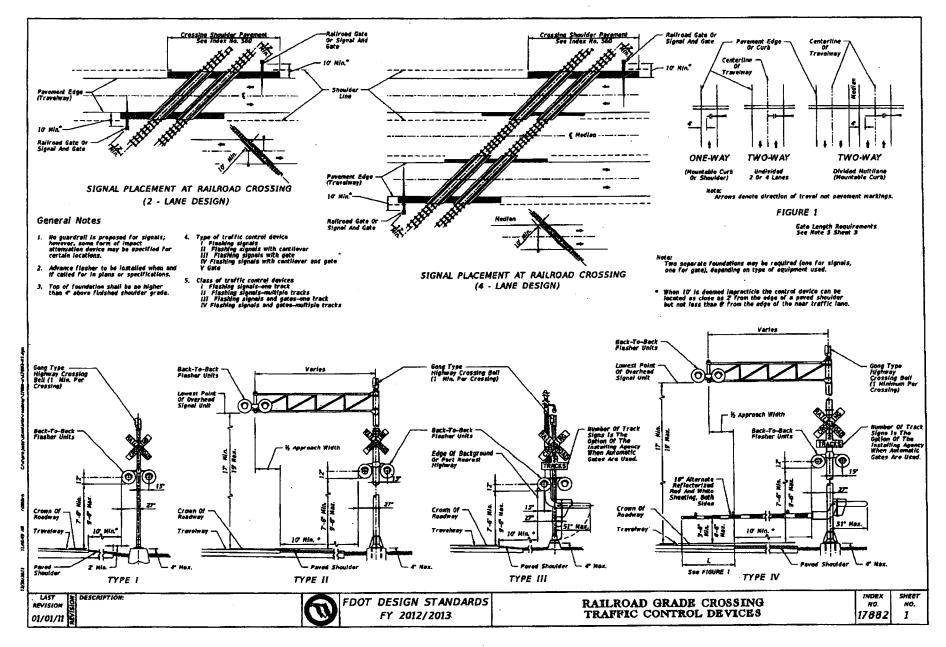
 Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

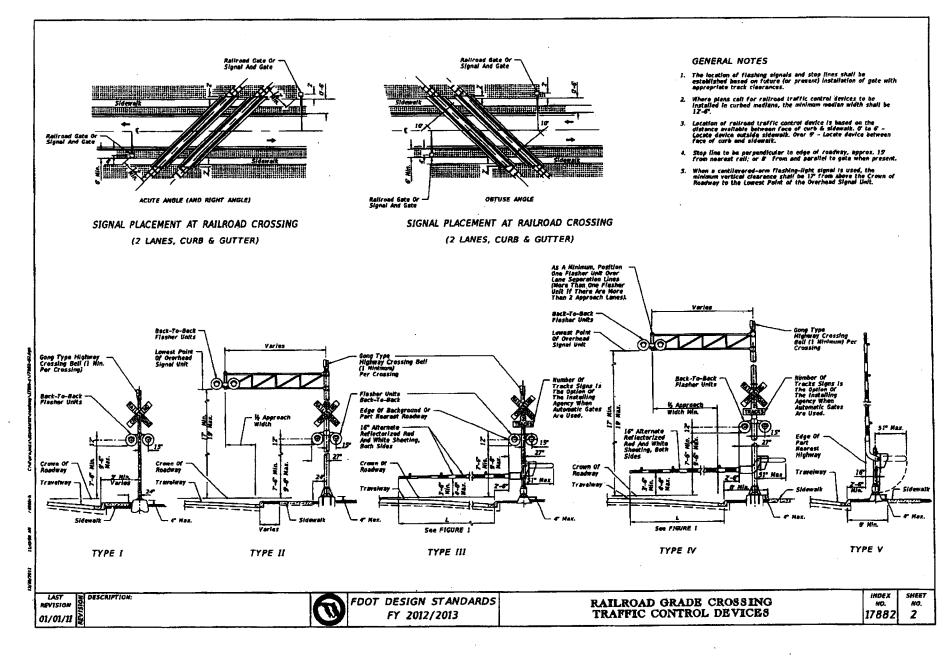
 Estimated prepared by:
 C. Johnson HDR

Estimated prepared by:	C. Johnson HDF	२	Approved by:	KEM	CSXT Public Project Group
DATE	10/28/2014	REVISED:	DATE:	11/14/14	

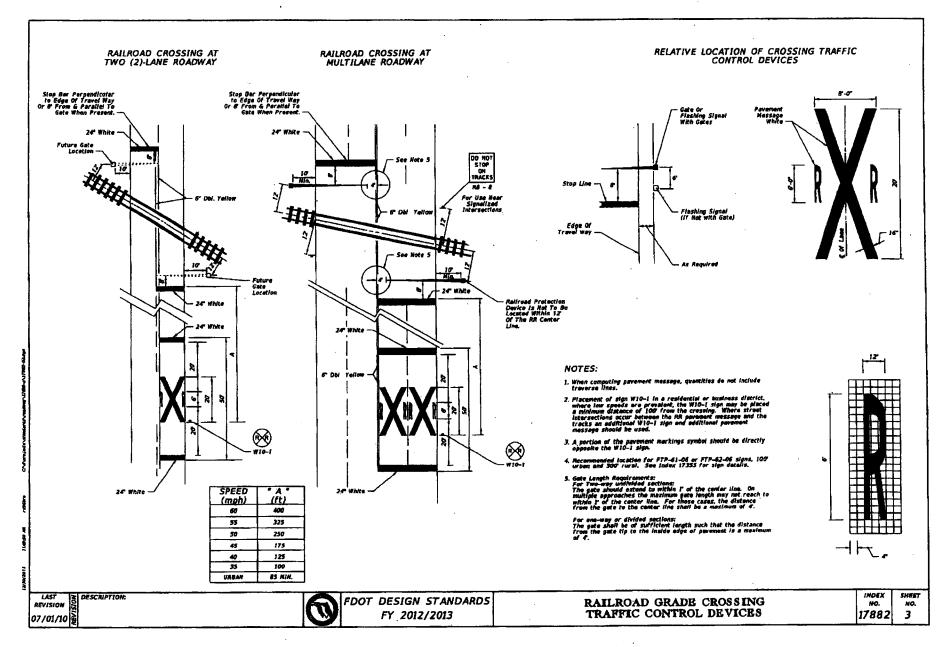
Form Revised 11-21-2013

Force Account Worksheet





# EXHIBIT "Α" page $\infty$ of 12



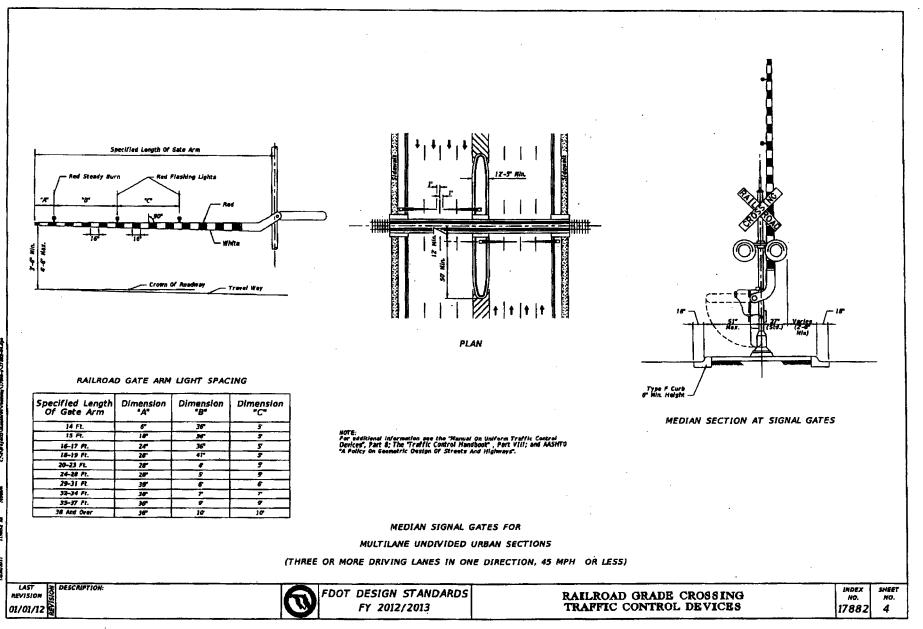
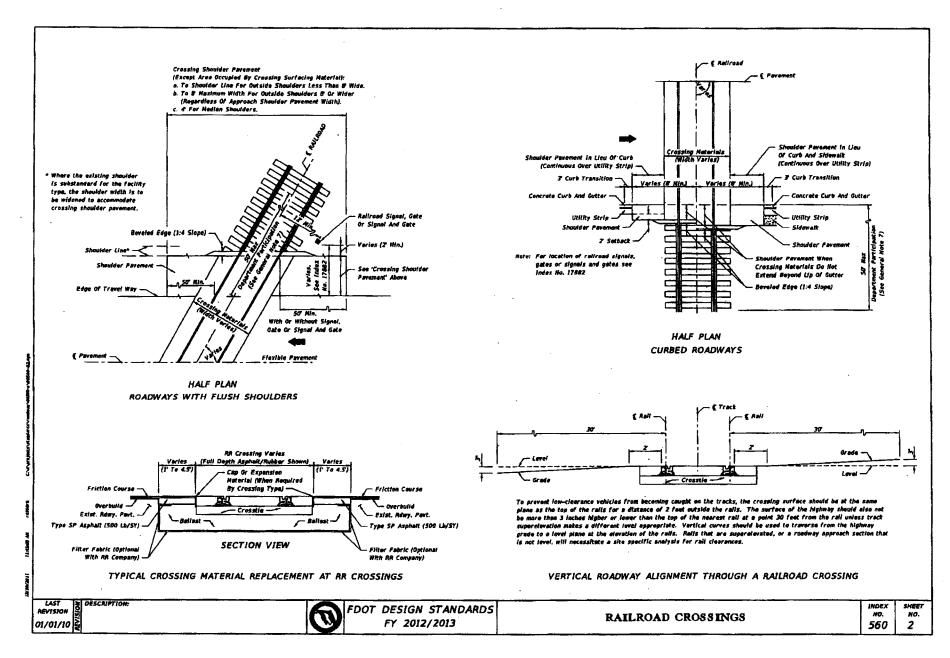


EXHIBIT "A" page 10 of 12

LAST & DESCRIPT	ON:		FDOT	DESIGN STANDARDS FY 2012/2013	RAILROAD CROSSINGS	INDEX NO. 560	SHI N 1
		cossings within the zones on th less engineering or safety : atherwise.	•				
	crossings within zone.	NOT to be used for multiple tra s for an existing or scheduled . Zone lengths are charted abov					
	70 Notes:	-		7. The Department will pai the edge of the travel	tkipste in crassing work, that requires adjustments to reli outside of the crossing, no more than 30 feet from way.		
	60 - 65	500			annon uncontrollar line in organization of and Section 300 of the Standard Specifications.		
	45 OF Less 50 - 55	25(7 35(7	•	5. Sidewalks shell be cons appropriate material to	ructed through the crossing between approach sidewalks of the crossing. Sidewalks shell be constructed with eliaw unobstructed travel through the crossing in accordance with ADA requirements.		
	Design Speed (mph)	Zone Longth (Distance From Stop)		and/or the District Rall	hall submit angineering drawings for the proposed crossing surface type to the Construction Project Engineer Office for concurrence along with the List of Relifieed Crossing Products. The approved angineering drawings o pe shall be made a part of the installation agreement.	1	
	STOP ZONE FOR	RUBBER CROSSING		the District Offices as		ta	
	TA	Timber/Asphait		the approaches of the c	rossing to raduce vehicular impacts to the crossing. The transition pavement will be maintained as appropriate m low clearance vahicles and vehicular impacts until the construction project is completed and the final highwey	to	
	R	Aubber Rubber/Asphalt		negotiated otherwise.	reasing is located within the limits of a highway construction project, a transition pavoment will be maintained	ĸ	
	Туре С	Definition Concrete		J. The Rollroad Company w All pavament material, in	ill furnish and install all track bed (ballast), crossiles, refis, crossing surface ganels and accessory components icluding that through the crossing, will be furnished and instelled by the Department or its Contractor, unless		
	CROSSIN	G SURFACES		•	GENERAL NOTES		

.

# EXHIBIT "A" page 11 of 12



.

EXHIBIT "A" page 12 of 12