

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

**Meeting Date:** August 25, 2020

Consent      Regular  
 Public Hearing     Workshop

**Department:**        Engineering & Public Works  
**Submitted By:**      Engineering & Public Works  
**Submitted For:**      Roadway Production Division

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to:

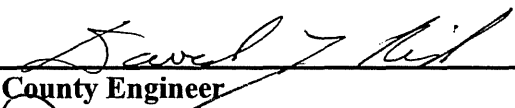
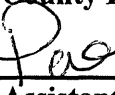
- A) adopt a Resolution approving a tri-party railroad reimbursement agreement with the Florida Department of Transportation (FDOT) and the South Florida Regional Transportation Authority (SFRTA) for modifications at the SFRTA railroad grade crossing on 6<sup>th</sup> Avenue South, FDOT/AAR Crossing Number 628146G, to accommodate FDOT's I-95 project, FM#436963-1-57-01; and
- B) approve the tri-party railroad reimbursement agreement with the FDOT and the SFRTA for modifications at the SFRTA railroad grade crossing on 6<sup>th</sup> Avenue South.

**SUMMARY:** Adoption of the Resolution and approval of the agreement will allow the SFRTA to make modifications to the railroad grade crossing on 6<sup>th</sup> Avenue South, which is a Palm Beach County (County) right-of-way, required to accommodate the FDOT's highway improvement project at I-95 and 6<sup>th</sup> Avenue South. The SFRTA will perform all work associated with the modifications and the FDOT will reimburse the SFRTA for all material and construction costs. The SFRTA will be responsible for maintenance and operation of the modifications. The County has to be a party to this agreement as we are the license holder of the railroad crossing agreement. District 3 (YBH)

**Background and Justification:** The FDOT owns the railroad corridor property, and the SFRTA maintains and operates the railroad corridor on behalf of the FDOT. The FDOT will reimburse the SFRTA for all costs incurred for the installation and/or adjustments required to the crossing.

**Attachments:**

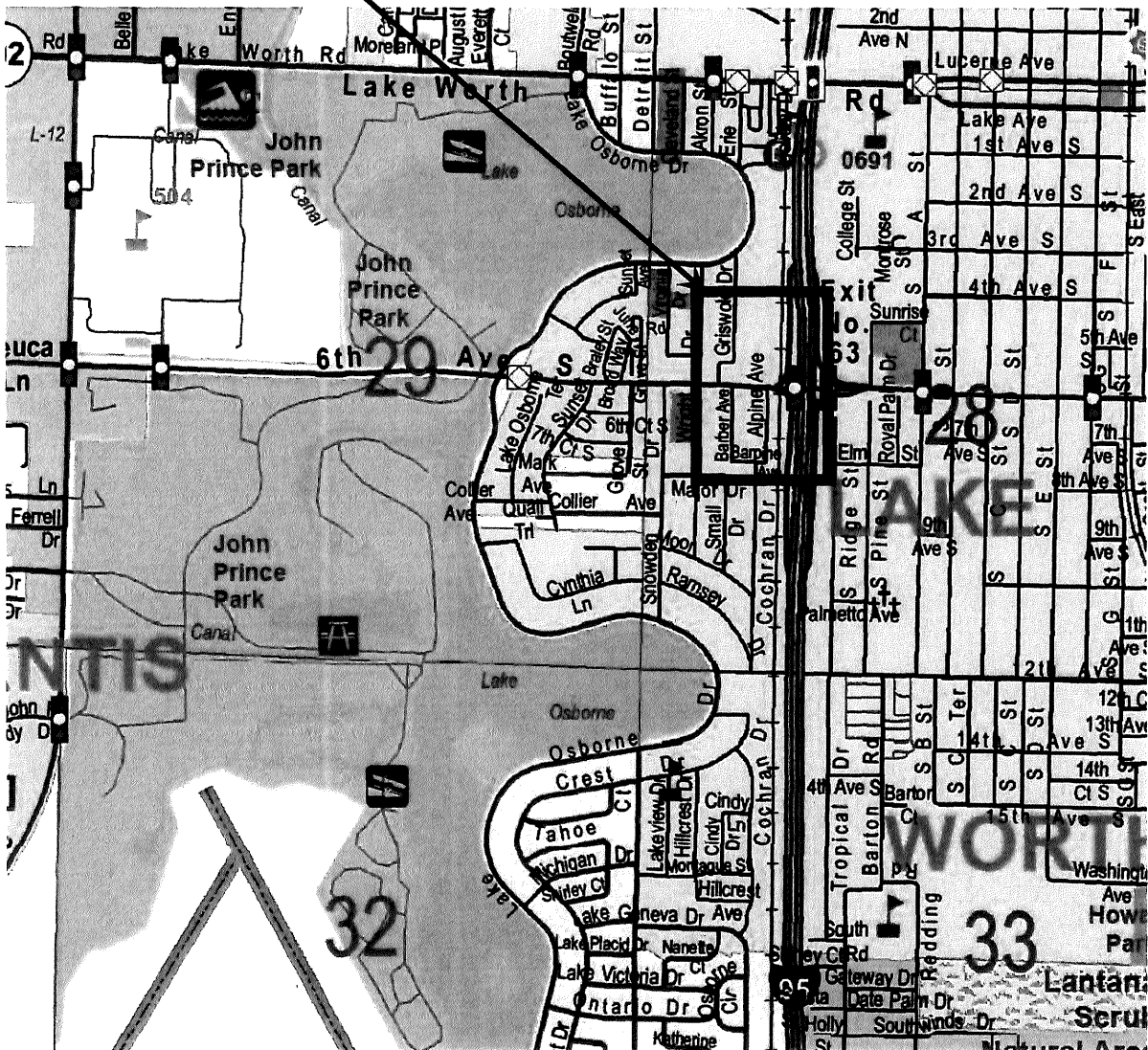
- 1. Location Map
- 2. Resolution (6)
- 3. Tri-Party Agreement with FDOT and SFRTA (6)

Recommended By: YBH/TEL <i>KFS</i>	 County Engineer	29 JULY 2020 Date
Approved By:	 Assistant County Administrator	8/6/20 Date



**6<sup>th</sup> AVENUE SOUTH RAILROAD CROSSING**

**FDOT/AAR CROSSING NUMBER 628146G**



**LOCATION SKETCH**



**RESOLUTION NO. R2020 \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA AUTHORIZING EXECUTION OF A TRI-PARTY RAILROAD REIMBURSEMENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR MODIFICATIONS AT THE 6<sup>th</sup> AVENUE SOUTH RAILROAD CROSSING**

**WHEREAS**, the Florida Department of Transportation (FDOT) has an I-95 highway improvement project, FM#436963-1-57-01, that impacts the South Florida Regional Transportation Authority (SFRTA) railroad crossing at 6<sup>th</sup> Avenue South, which is a Palm Beach County (County) right-of-way; and

**WHEREAS**, the SFRTA will perform all work associated with the modifications of the SFRTA railroad crossing at 6<sup>th</sup> Avenue South, FDOT/AAR Crossing Number 628146G (Project); and

**WHEREAS**, the SFRTA will be responsible for maintenance and operation of the Project; and

**WHEREAS**, FDOT will reimburse the SFRTA for all Project costs; and

**WHEREAS**, the County is the license holder of the railroad crossing agreement that allows 6th Avenue South to cross the SFRTA's railroad tracks at grade; and

**WHEREAS**, as the license holder of the railroad crossing agreement, the County is required to be a party of the tri-party agreement with the FDOT and the SFRTA.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**

**COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, THAT:**

1. The foregoing recitals are hereby reaffirmed and ratified.
2. The Mayor of the Board of County Commissioners is authorized to execute the tri-party railroad reimbursement agreement with FDOT and SFRTA, as herein described.
3. This RESOLUTION shall take effect immediately upon adoption.

RESOLUTION NO. R2020

August 25, 2020

The foregoing Resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- District 3: Dave Kerner, Mayor \_\_\_\_\_
- District 4: Robert S. Weinroth, Vice Mayor \_\_\_\_\_
- District 1: Hal R. Valeche \_\_\_\_\_
- District 2: Gregg K. Weiss \_\_\_\_\_
- District 5: Mary Lou Berger \_\_\_\_\_
- District 6: Melissa McKinlay \_\_\_\_\_
- District 7: Mack Bernard \_\_\_\_\_

The Mayor thereupon declared the Resolution duly passed and adopted this 25<sup>th</sup> day of August, 2020.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

BY: \_\_\_\_\_  
Deputy Clerk

**S E A L**

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: YBH/TEL \_\_\_\_\_  
Yelizaveta B. Herman,  
Assistant County Attorney

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
RAILROAD REIMBURSEMENT AGREEMENT  
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES  
SOUTH FLORIDA RAIL CORRIDOR ONLY  
FEDERAL FUNDED PROJECTS ON OFF-SYSTEM ROADS RR CROSSINGS ONLY**

Financial Project I.D.	Road Name or Number	County Name	Parcel & R/W Number	FAP Number
436963-1-37-01 436963-1-57-01	6 <sup>th</sup> Avenue South @ I-95	Palm Beach	25(93220-2412)	

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the **COUNTY**, and the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, hereinafter called the **SFRTA**.

WITNESSETH:

**WHEREAS**, the **DEPARTMENT** and CSX Transportation, Inc., ("**CSXT**") entered into a contract for Installment Sale and Purchase, for the South Florida Rail Corridor ("**SFRC**") dated May 11, 1988, at which time the **DEPARTMENT** became the owner of said property and **CSXT** retained an exclusive perpetual easement for Rail Freight Operations within the **SFRC** upon which railroad freight, intercity passenger and commuter rail services are currently being conducted, and

**WHEREAS**, the **DEPARTMENT** and **CSXT** entered into an Operating and Management Agreement Phase A (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** managed and maintained the **SFRC** property on behalf of the **DEPARTMENT** until March 28<sup>th</sup>, 2015, and

**WHEREAS**, the **DEPARTMENT** and **CSXT** entered into an Amended South Florida Operating and Management Agreement (SFOMA) on January 25<sup>th</sup>, 2013, as may be further amended, which provides for termination of OMAPA 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", which was March 29<sup>th</sup>, 2015), and

**WHEREAS**, the **DEPARTMENT** and the **SFRTA** entered into the **SFRC** Operating Agreement ("Operating Agreement") on June 13<sup>th</sup>, 2013, by which the **SFRTA** on behalf of the **DEPARTMENT**, has been managing, operating, maintaining, and dispatching, railroad operations on the **SFRC** as of the SFOMA Commencement

Date, and also maintains and repairs the rights-of-way, layover facilities and yards, state-owned buildings and facilities, tracks, bridges, communications, signals and all appurtenances on the SFRC, and

**WHEREAS**, the Department currently has an I-95 project underway, identified as FM# 436963-1-57-01, and which encompasses a portion of County Road 6<sup>th</sup> Avenue South (Project); and

**WHEREAS**, the **SFRTA**, at the request and sole cost and expense to the **DEPARTMENT**, is, constructing, reconstructing or otherwise changing a portion of the County Road, which crosses at grade the right-of-way and track(s) of the SFRC at milepost SX 977.29, FDOT/Association of American Railroads (AAR) Crossing Number 628146G, at or near West Palm Beach, Florida as shown on the Project Location Sheet NO. 1, attached hereto and made a part hereof, and

**WHEREAS**, the **COUNTY** is not a party to any of the aforementioned agreements and now agrees to enter into this Railroad Reimbursement Agreement ("Agreement") with the **DEPARTMENT** and **SFRTA**,

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

1. The **SFRTA** shall perform work based on the categories selected below, within the **DEPARTMENT**'s right-of-way along the SFRC, over its tracks at the above-referenced location, herein referred to as the ("Project").

(a)  Surface Work

If crossing surface work is required for the Project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will construct at **DEPARTMENT**'s sole cost and expense a Standard Railroad Crossing Type C - Concrete in accordance with the **DEPARTMENT**'s Standard Plans for Road and Bridge Construction Index No. 830-T01 attached hereto and by this reference made a part hereof, and in accordance with all other Federal Railroad Administration (FRA) and American Railway Engineering and Maintenance of Way Association (AREMA) standards and guidelines. The initial construction cost shall be paid by the **DEPARTMENT** and the cost of any reconstruction or rehabilitation thereafter shall be paid by the **COUNTY**. In accordance with the Operating Agreement and the SFOMA Agreement, upon completion of the crossing, the SFRTA shall be responsible for the following:

1. Single Track crossing: routine maintenance of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area.

2. Multiple-track crossing: routine maintenance of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area and between tracks.

Routine maintenance includes but is not limited to regular track inspections and any repairs to the concrete panels or asphalt within the area described as **SFRTA's** responsibility. Upon completion of the crossing, the **COUNTY** shall be responsible for the maintenance of the highway roadbed and surface outside the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that if the **COUNTY** does not maintain the highway roadbed and surface outside the railroad ties, the **SFRTA** may, at its option and upon 30 days notification to the **COUNTY**, perform such maintenance work and bill the **COUNTY** directly for costs thus incurred unless an emergency exists, at which time the notification requirement to the County is waived. All costs required for any subsequent reconstruction or rehabilitation of the crossing, as may be requested by any of the parties to this Agreement, shall be the sole financial responsibility of the **COUNTY**. This provision shall be governed and reimbursed in accordance with the paragraphs as specified below.

(b)  Signal Work (Non-US Code Title 23, Section 130)

If Railroad Grade Crossing Traffic Control Devices work is required for the Project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will install at the **DEPARTMENT's** expense, automatic railroad grade crossing traffic control devices at said location in accordance with the **DEPARTMENT's** Standard Plans for Road and Bridge Construction Index No. 509-070 and/or 509-100 attached hereto, the Operating Agreement, and the SFOMA Agreement. Upon completion of the Project, the **COUNTY** shall be responsible for any signal work thereafter. This provision shall be governed and reimbursed in accordance with the paragraphs as specified below.

(c)  Signal Work (US Code Title 23, Section 130)

If traffic control devices are being installed/upgraded under the Signal Safety Program (US Code Title 23, Section 130), then the **DEPARTMENT** will reimburse **SFRTA** for 100% of the costs of installation/upgrades pursuant to the **DEPARTMENT's** Standard Plans for Road and Bridge Construction Index No. 509-070 and/or 509-100 attached hereto, the Operating Agreement, and the SFOMA Agreement. This provision shall be governed and reimbursed in accordance with the paragraphs as specified below.



**These paragraphs are applicable to work specified in paragraph 1(a) and/or 1(b):**

2. If the project is for surface work or signal work (Non-US Code Title 23, Section 130) as identified in paragraph 1(a) or 1(b) above; all labor, services, materials, and equipment furnished by **SFRTA** in carrying out work to be performed, shall be billed by **SFRTA** directly to the **DEPARTMENT**. Upon completion of the Project, the **COUNTY** shall be responsible for any surface or signal work thereafter, as specified in paragraph 1(a).
3. The **DEPARTMENT** will reimburse **SFRTA** for the cost of watchmen or flagging service in the carrying out of work within or adjacent to the **SFRC**, or work requiring movement of equipment, employees or trucks across the **SFRC**, or when at times **SFRTA** and/or the **DEPARTMENT** agree that such a service is necessary. Upon completion of the Project, the **COUNTY** shall be responsible for all such work previously mentioned.
4. The **DEPARTMENT** hereby agrees to reimburse **SFRTA**, as detailed in this Agreement, for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions above. It is understood and agreed by and between the parties hereto that preliminary engineering costs incorporated within this Agreement shall also be subject to payment by the **DEPARTMENT**. Upon completion of the Project, the **COUNTY** shall be responsible for all such costs mentioned in this paragraph.
5. It is understood and agreed that, if the project, is at **COUNTY** expense, the **COUNTY** shall receive fair and adequate credit for any salvage as a result of the above adjustment work; otherwise, the **DEPARTMENT** shall receive the salvage credit.
6. Upon completion of the Project, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **DEPARTMENT** with three (3) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The **DEPARTMENT** shall reimburse the **SFRTA** for its portion of all actual costs attributable to the Project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, 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. Material 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 expenses was incurred; the date on which the last work was performed or the last item of billed expenses was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the **SFRTA's** records, accounts, and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the **DEPARTMENT**. Upon receipt of invoices, prepared in accordance with the above reimbursement provisions, the **DEPARTMENT** agrees to reimburse the **SFRTA** in the amount of such actual costs approved by the **DEPARTMENT's** auditor.

**These paragraphs are applicable to work specified in paragraph 1(c):**

7. If the Project is for Signal Safety improvements under Title 23, Section 130, as identified in Paragraph 1c, above; then the **DEPARTMENT** agrees to reimburse **SFRTA** for all costs incurred for the installation and/or adjustment of said Project in accordance with the provisions herein.
8. All labor, services, materials, and equipment furnished by **SFRTA** in carrying out work to be performed, shall be billed by **SFRTA** directly to the **DEPARTMENT**. Separate records as to costs of contract bid terms and force account items performed by **SFRTA** shall also be furnished by **SFRTA** to the **DEPARTMENT**.

**These paragraphs are applicable to any type of work specified (paragraph 1(a), 1(b), or 1(c)):**

9. Upon completion of the work, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **DEPARTMENT** with three (3) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The **DEPARTMENT** shall reimburse the **SFRTA** for its portion of all actual costs attributable to the Project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, 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. Material 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 expenses was incurred; the date on which the last work was performed or the last item of billed expenses was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the **SFRTA's** records, accounts, and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the **DEPARTMENT**. Upon receipt of invoices, prepared in accordance with the above reimbursement provisions, the **DEPARTMENT** agrees to reimburse the **SFRTA** in the amount of such actual costs approved by the **DEPARTMENT's** auditor.

10. 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 Bank 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, or by calling the Division of Consumer Services at 1-877-693-5236.

11. 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 334.44(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
12. In accordance with Section 287.058 F.S., 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 pre-audit and post-audit thereof.
13. Bills for travel expenses specifically authorized in this Agreement shall be submitted and paid in accordance with **DEPARTMENT** Rule 14-57.011, Florida Administrative Code, and the Federal Highway Administration Federal Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."
14. 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**'s obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature in accordance with Section 287.0582, Florida Statutes.

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.

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases for real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
  
16. 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.
  
17. The cost of maintaining all signals at the crossing shall be allocated as follows; 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 **SFRTA**, 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. Actual funding for the signals has been provided for in the Operating Agreement. **COUNTY** shall submit its 50% of the cost of the Annual Maintenance costs to the **DEPARTMENT**. In instances where signals are installed and/or adjusted pursuant to this Agreement and found to be in satisfactory working order by the parties hereto, the same shall be immediately put in service, operated and maintained by the **SFRTA** pursuant to the Operating Agreement and the SFOMA Agreement so long as **SFRTA** 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 those signals. The **SFRTA** agrees that any future relocation or adjustment of said signals shall be performed by the **SFRTA**,

but at the expense of the party initiating such relocation. Upon relocation, the maintenance responsibility 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.

18. Unless otherwise agreed upon herein, the **DEPARTMENT** agrees to ensure that the advance warning signs and railroad crossing pavement markings will conform to the Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained in conformance with the MUTCD as applicable. Upon completion of the Project, the **COUNTY** shall be responsible for the maintenance of all advance warning signs and railroad crossing pavement markings.
19. The **DEPARTMENT** at its discretion, may arrange for the synchronization of the railroad crossing devices with existing or proposed highway traffic control devices at 6<sup>th</sup> Avenue South. Neither of the parties shall disconnect the interconnection circuit or change or cause to be changed the signal sequence without prior notice to the other parties. Each party shall maintain its respective devices from the point of the junction box as provided for the interconnect cable.
20. All work contemplated at this crossing shall at all times be subject to the approvals, obligations, and notice provisions pursuant to the Operating Agreement and the SFOMA Agreement.
21. All contractors working in the SFRC are required to have Railroad Protective Public Liability and Railroad Protective Property Damage Liability insurance where the **DEPARTMENT**, **SFRTA**, and **CSXT** are named insureds, and with limits not less than **\$ 2,000,000.00** combined single limit for bodily injury and/or property damage per occurrence and with an annual aggregate limit of no less than **\$ 6,000,000.00** Contractor will furnish the **DEPARTMENT** and **SFRTA** a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amounts set forth above. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal Aid Policy Guide, Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.
22. **SFRTA** hereby agrees, as applicable, to install and/or adjust the necessary parts of the SFRC facilities in accordance with the provisions set forth in the:

(A) **DEPARTMENT** Procedure 725-080-002 Appendix D.4 and Rule 14-

57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code,

(B) Federal Highway Administration's Federal Aid-Highway Policy Guide,

23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G. Part 646, Subpart B,

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

23. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by **SFRTA** pursuant to the terms hereof, and an estimate of the costs thereof in the amount of \$60,000.00. All work performed by the **SFRTA** 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.
24. The **DEPARTMENT** has determined that the method to be used by the **SFRTA** 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.
25. The **DEPARTMENT** reserves the right to unilaterally cancel this agreement for refusal by the **COUNTY** or **SFRTA** to allow public access to all documents, or other material subject to the provisions of Chapter 119, Florida Statutes.
26. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby granted to the **COUNTY** shall thereupon cease and terminate and the **COUNTY** will, at its sole cost and in a manner satisfactory to the **SFRTA** and the **DEPARTMENT**, remove said crossing and restore the **SFRC** property to the condition previously found, provided that the **SFRTA** 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 **SFRTA** the entire cost incurred by it in such removal and restoration.

27. Upon execution, this Agreement shall supersede all provisions, relating to said crossing contained in any previous agreements and shall become the permanent agreement of record.
28. The Parties 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 parties 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.
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.
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 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.
34. If the Operating Agreement between the **DEPARTMENT** and the **SFRTA** ceases to exist, the responsibilities of **SFRTA** may be assigned to a party operating the railroad.



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

**SFRTA**

South Florida Regional Transportation Authority, A body politic and corporate and an agency of the State of Florida

By: \_\_\_\_\_  
SFRTA Executive Director

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
SFRTA General Counsel

**DEPARTMENT**

State of Florida, Department of Transportation,  
An Agency of the State of Florida

By: \_\_\_\_\_  
Director of Transportation Development

Date: \_\_\_\_\_

Legal Review (DEPARTMENT):

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

**COUNTY**

Attest:

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Mayor: Dave Kerner

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Yelizaveta B. Herman  
Yelizaveta B. Herman  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Department Director

KFS

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

725-090-41  
 RAIL  
 OGC - 07/16

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER

COMPANY NAME: \_\_\_\_\_

A. FDOT/AAR XING NO.: \_\_\_\_\_ RR MILE POST TIE: \_\_\_\_\_

B. TYPE SIGNALS PROPOSED \_\_\_\_\_ CLASS \_\_\_\_\_ DOT INDEX: \_\_\_\_\_

**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	\$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$8,930.00

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, 2016 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:

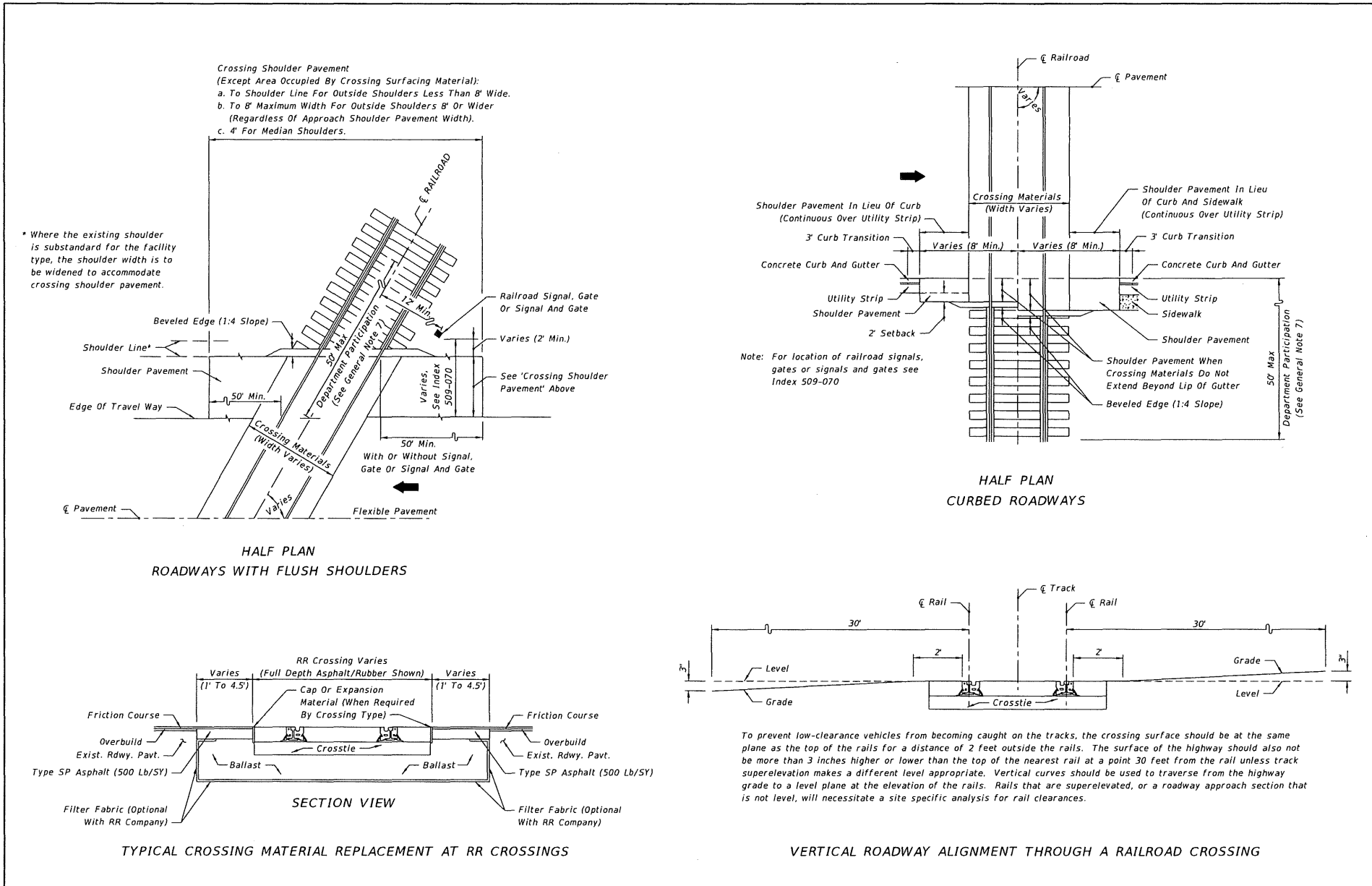
1. Type R Crossings are NOT to be used for multiple track crossings within zones for an existing or scheduled future vehicular stop. Zone lengths are charted above.
2. Single track Type R Crossings within the zones on the chart may be used unless engineering or safety considerations dictate otherwise.

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.

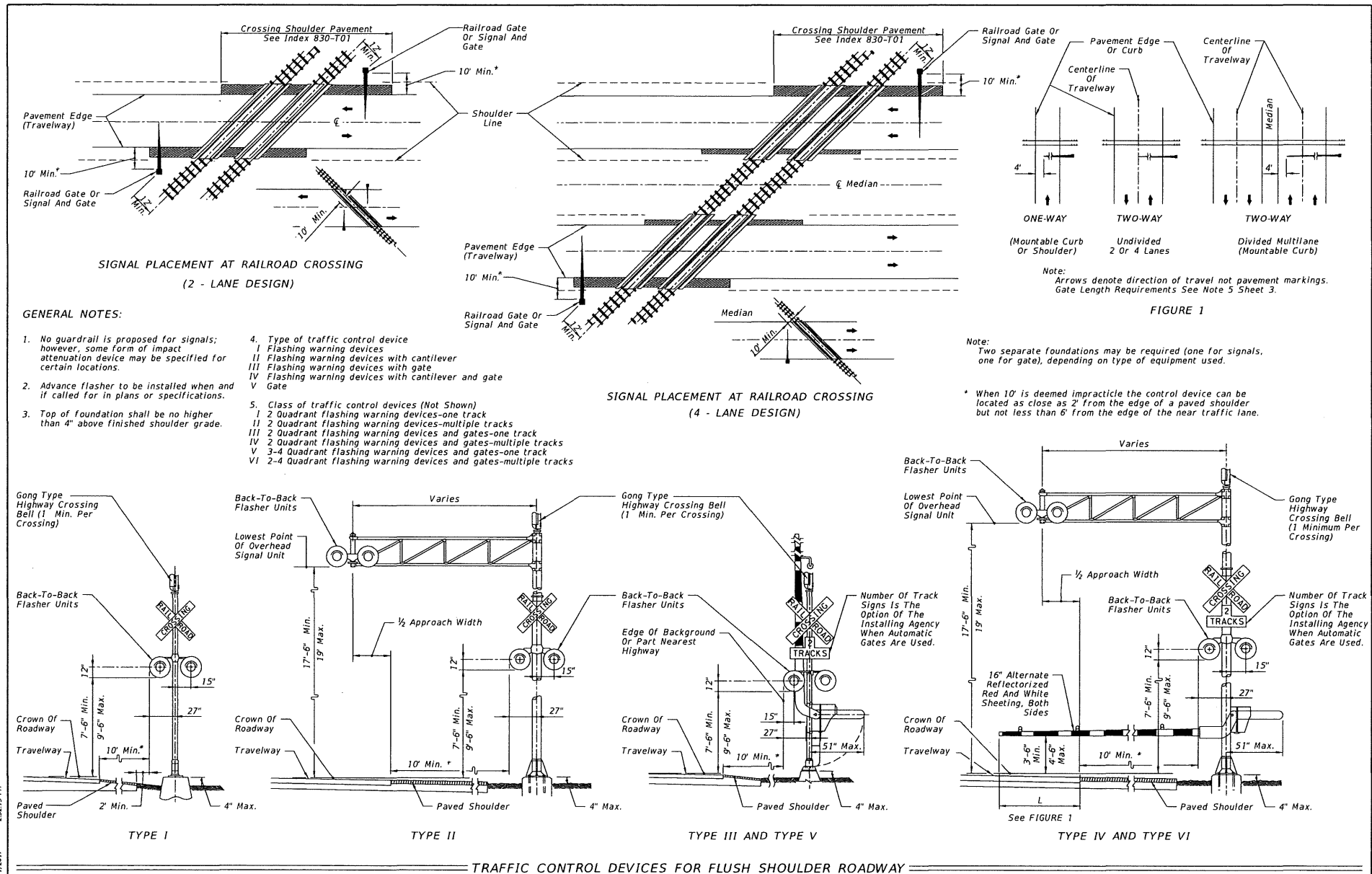
10/24/2017 9:55:39 AM

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	 FY 2018-19 STANDARD PLANS	RAILROAD (GRADE) CROSSING	INDEX 830-T01	SHEET 1 of 2
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10/24/2017 9:53:42 AM

LAST REVISION 11/01/17	REVISION	DESCRIPTION:		FY 2018-19 STANDARD PLANS	<b>RAILROAD (GRADE) CROSSING</b>	INDEX 830-T01	SHEET 2 of 2
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**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 2-4 Quadrant flashing warning devices and gates-multiple tracks

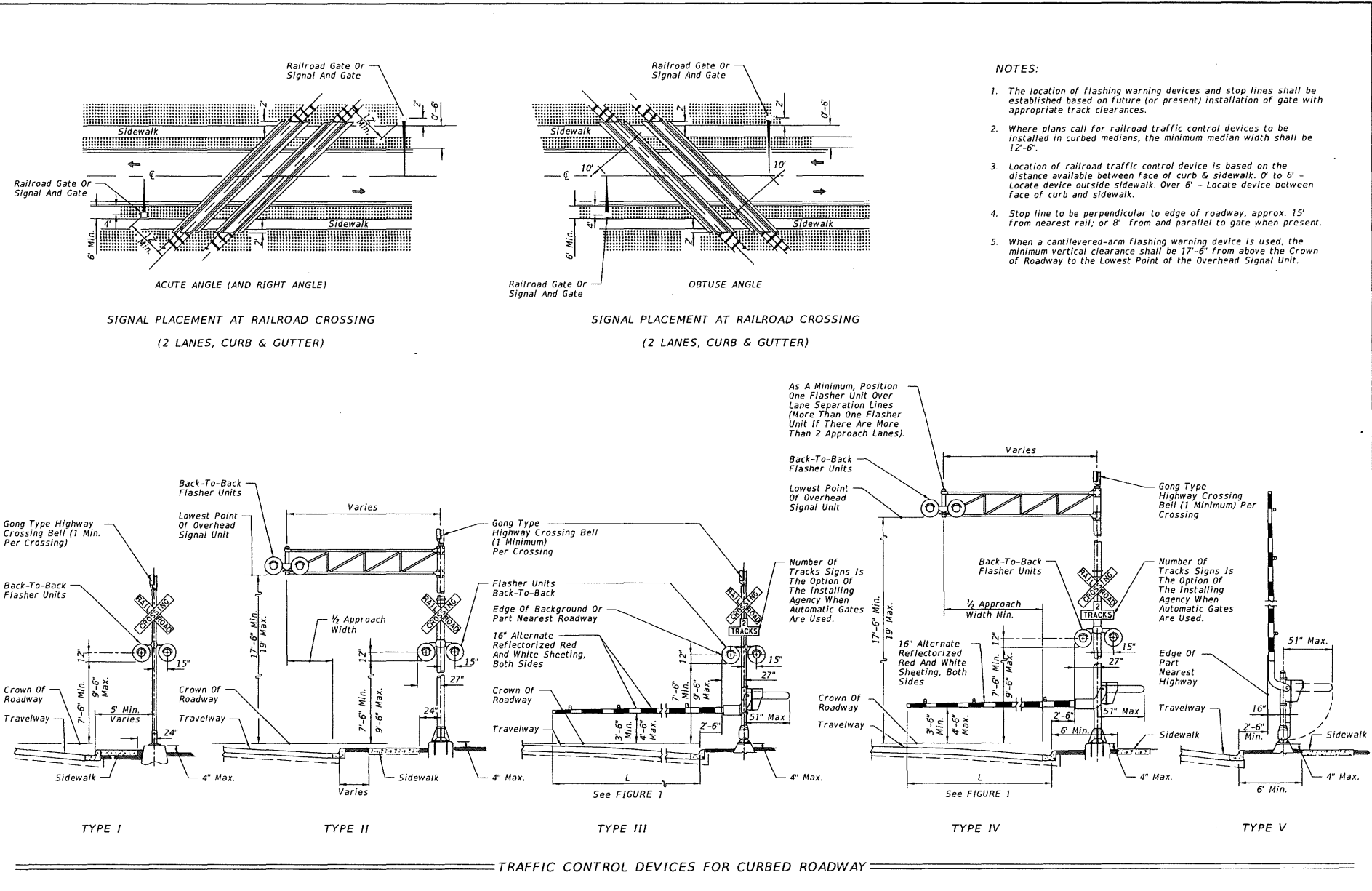
Note: Arrows denote direction of travel not pavement markings. Gate Length Requirements See Note 5 Sheet 3.

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

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

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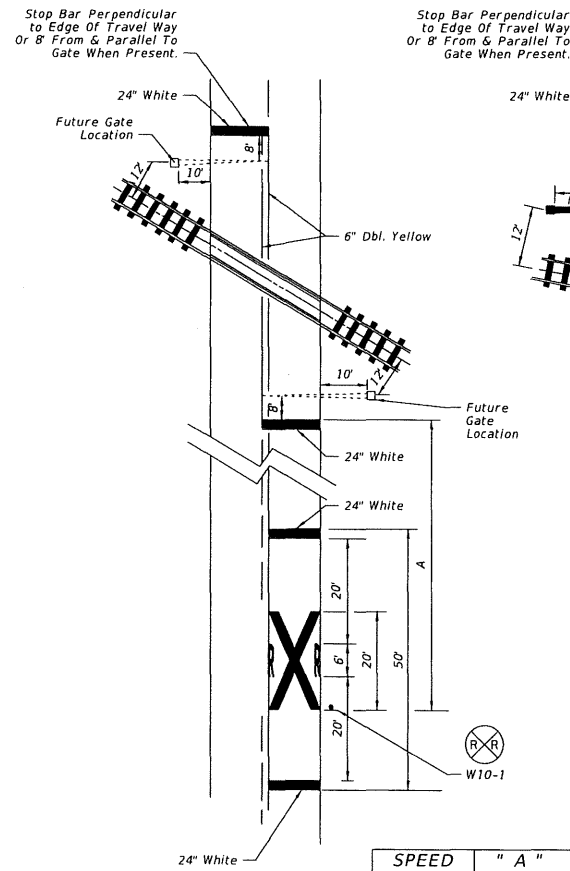
LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2018-19	RAILROAD GRADE CROSSING	INDEX	SHEET
11/01/17				STANDARD PLANS	TRAFFIC CONTROL DEVICES	509-070	1 of 4



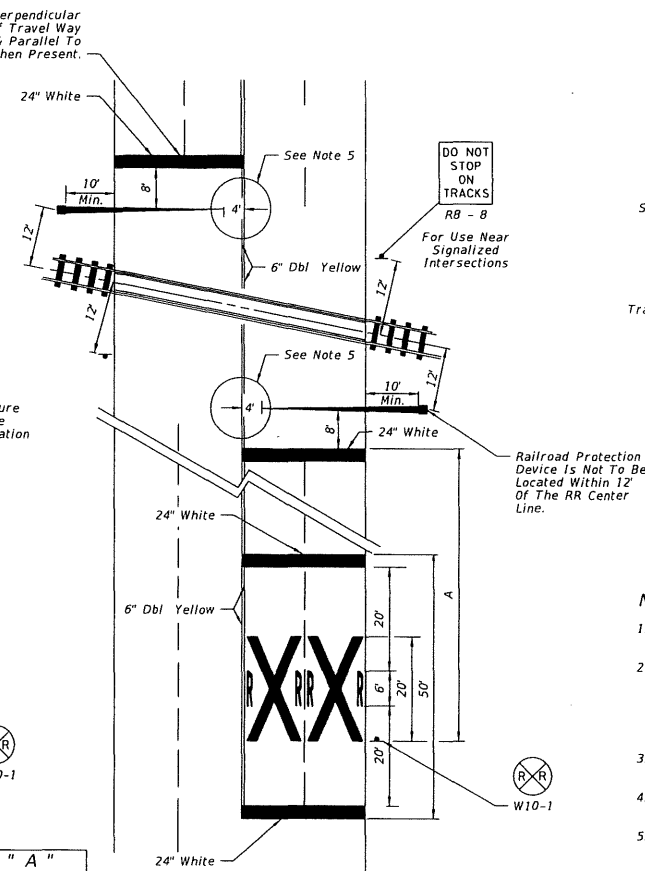
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LAST REVISION 11/01/17	DESCRIPTION: FDOT FY 2018-19 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 2 of 4
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RAILROAD CROSSING AT TWO (2)-LANE ROADWAY

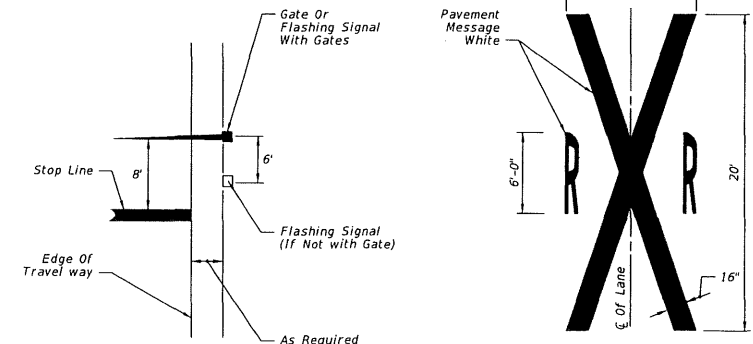


RAILROAD CROSSING AT MULTILANE ROADWAY



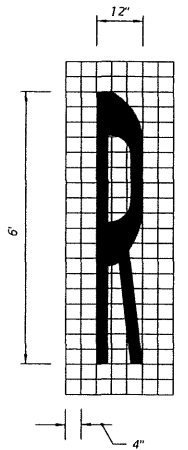
SPEED (mph)	" A " (ft)
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 MIN.

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

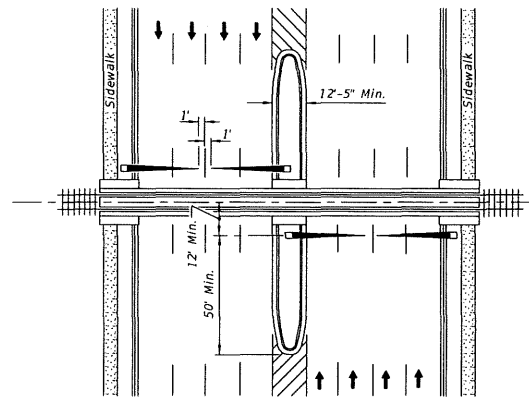
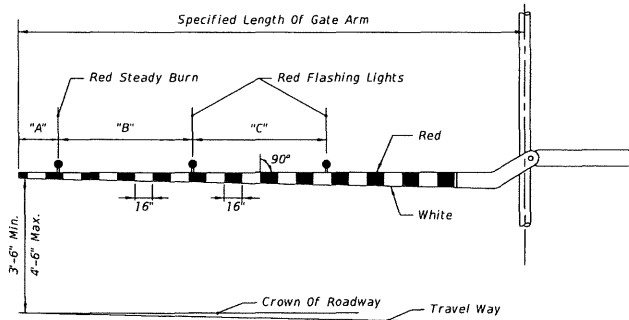


NOTES:

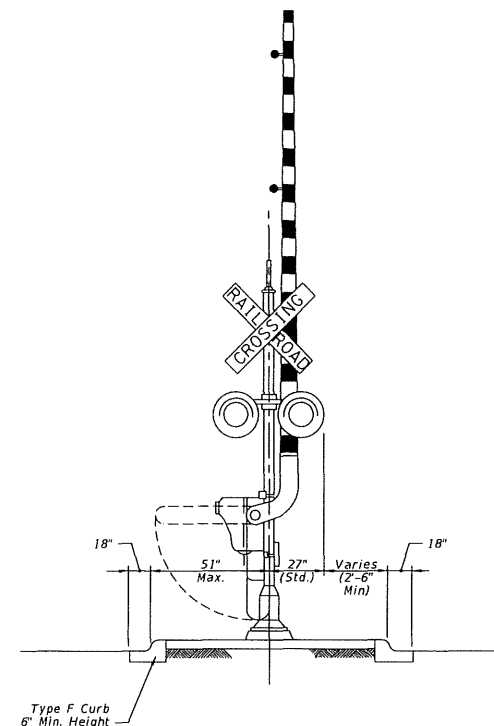
- When computing pavement message, quantities do not include traverse lines.
- Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100' from the crossing. Where street intersections occur between the RR pavement message and the tracks an additional W10-1 sign and additional pavement message should be used.
- A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
- Recommended location for FTP-61-06 or FTP-62-06 signs, 100' urban and 300' rural. See Index 700-102 for sign details.
- Gate Length Requirements:  
For Two-way undivided sections:  
The gate should extend to within 1' of the center line. On multiple approaches the maximum gate length may not reach to within 1' of the center line. For those cases, the distance from the gate to the center line shall be a maximum of 4'.  
For one-way or divided sections:  
The gate shall be of sufficient length such that the distance from the gate tip to the inside edge of pavement is a maximum of 4'.



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PLAN



MEDIAN SECTION AT SIGNAL GATES

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)

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LAST REVISION 11/01/17	DESCRIPTION:	FDOT FY 2018-19 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 4 of 4
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**LOCATION MAP**

**South Florida Regional Transportation Authority (SFRTA)**

LOCATION:	6 <sup>th</sup> Avenue South, Palm Beach County
FINANCIAL PROJECT NO.:	436963-1-37-01
CROSSING NO.:	628146G
RAILROAD MILEPOST:	SX 977.29

To: Maurice.Borrows@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

ASF68

10/4/2019

**CONTRACT INFORMATION**

<b>Contract:</b>	ASF68
<b>Contract Type:</b>	AC - RR CROSSING-PE/INSTAL (RR-XING/PE)
<b>Method of Procurement:</b>	R - RAILROAD/UTILITIES AGREEMENT
<b>Vendor Name:</b>	SOUTH FLORIDA REGIONAL TRANSPOR
<b>Vendor ID:</b>	F650002789001
<b>Beginning Date of This Agreement:</b>	10/03/2019
<b>Ending Date of This Agreement:</b>	12/31/2029
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$60,000.00
<b>Description:</b>	Railroad flagging

**FUNDS APPROVAL INFORMATION**

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 10/4/2019

<b>Action:</b>	Original
<b>Reviewed or Approved:</b>	APPROVED
<b>Organization Code:</b>	55042010429
<b>Expansion Option:</b>	AZ
<b>Object Code:</b>	563000
<b>Amount:</b>	\$60,000.00
<b>Financial Project:</b>	43696313701
<b>Work Activity (FCT):</b>	127
<b>CFDA:</b>	
<b>Fiscal Year:</b>	2020
<b>Budget Entity:</b>	55100100
<b>Category/Category Year:</b>	088849/20
<b>Amendment ID:</b>	O001
<b>Sequence:</b>	00
<b>User Assigned ID:</b>	
<b>Enc Line (6s)/Status:</b>	0001/04

**Total Amount: \$60,000.00**