Agenda Item: 3F5

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### **AGENDA ITEM SUMMARY**

				.======================================
Meeting Date:	August 23, 2022	[X] [ ]	Consent Workshop	[]Regular []Public Hearing
Submitted By:	Department of Airports			
		1		
	<u>I. EXEC</u>	CUTIVE BI	RIEF	
Reimbursabl	Title: Staff recommends e Agreement with the Flo ortation (CSXT) approved.	rida Depa	rtment of Trans	sportation (FDOT) and
Agreement of maintenance Agreement be clause in far Approval of	Palm Beach County (Counth FDOT and CSXT on excepts as defined in the county, CSXT moditives of FDOT with all other this revision does not alternal. Countywide (AH)	June 7, 2 Agreements Fied the Ager terms a	2022 (R-2022-0 ent. Following greement to del and conditions	546) for future annual the execution of the ete the indemnification remaining unchanged.
in 1992 whe main track of Review of the upgrades are CSXT on Justin of the upgrades of the CSXT to cort CSXT revise terms and cort and cort of the track tra	d and Justification: The in the Airport was constructed CSXT Mile Post SX 954 e Airport Access Road railing required. The Agreement 7, 2022. Under the Agreement and the County is resulted the Market Following and the Agreement by remove and the Agreement by the Agreem	cted, which .36. In Ja road cross ent was er eement, F sponsible e of the ra g the exec ring the ind ed and app	n required an a nuary 2020, Conting and notified into by the DOT is responsifor a share of the and ution of the Agricoval of the revoration the revoration of the revoration.	t-grade crossing of the SXT conducted a Field I the County that safety he County, FDOT and ible for the construction the future maintenance granting permission to reement by the County, ause to FDOT. All other vision does not alter the
Attachment 1. Railro	ts: pad Reimbursement Agree	ement – (1	original)	=======================================
Recommende	ed By: DnA Depar	tment Dire	ector	7 - 15 - 22 Date
Approved By		a Ker y Adminis	 trator	7/28/22 Date

#### II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisc	al Impact:						
Fiscal Years	20 <u>22</u>	20 <u>23</u>	20 <u>24</u>	20 <u>25</u>	20 <u>26</u>		
Capital Expenditures Operating Costs External Revenues (Grants) Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	-0-		-0-	-0-	-0-		
# ADDITIONAL FTE POSITIONS (Cumulative)							
Is Item Included in the Current Does this item include the use	t Budget? of federal fu	Yes nds? Yes	No _ No _	X			
	4100 Depa			<u>0</u> Object <u>34</u>	01_		
B. Recommended Sources of	Funds/Sumn	nary of Fisca	ıl Impact:				
No Fiscal Impact.							
C. Departmental Fiscal Review: Warm							
III. REVIEW COMMENTS							
A. OFMB Fiscal and/or Contra	act Developm	ent and Con	trol Comme	ents:			
OFMBOA 7-19  OFMBOA 7-19  MG 7/19/2  B. Legal Sufficiency:  Assistant County Attorney  (8) Anne Velfant  C. Other Department Review:	71) 22		1-19-22		Gul 7/19/2		

REVISED 11/17 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**Department Director** 

# R 2 0 2 2 0 5 4 6 JUN 0 7 2022 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES - COUNTY

725-090-23c RAIL OGC - 07/21

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
448637-1-57-01	Aviation Rd / Airport Access Rd	PALM BEACH		
DEPARTMENT OF TRANS organized and existing under of <u>Duval</u> , State of <u>Florida</u> , he	nade and entered this PORTATION, hereinafter call or the laws of <u>Virginia</u> , with its pereinafter called the COMPAI and through its Board of Coun	led the DEPARTME principal place of bu NY; and <u>Palm Beach</u>	NT, and <u>CSX Transportation</u> usiness in the City of <u>Jack</u> <u>Name County</u>	on , a corporation sonville, County vision of the
System, designated by the I grade the right of way and to or near West Palm Beach, I	ARTMENT is constructing, re Financial Project ID <u>448637-1</u> rack(s) of the COMPANY'SM Florida, hereinafter called the thed hereto as a part hereof;	<u>-57-01</u> , on <u>Aviation</u> lile Post <u>SX-954.36</u> , Grade Crossing, as	Rd / Airport Access Rd , w FDOT/AAR Crossing Num	hich crosses at ber <u>621463M,</u> at
NOW, THEREFORE, follows:	in consideration of the mutua	al undertakings as h	erein set forth, the parties	hereto agree as
	ereby grants to the DEPARTI its right of way and over its t			necessary
have constructed at the DE and new cable in accordance reference made a part here	ill provide, furnish or have fur PARTMENT'S expense a Stance with the DEPARTMENT's of. Upon completion of the cr components plus the highwa	andard Railroad Cros S Standard Plans, Ir ossing the COMPAN	ssing Type Install 2 new or ndex 830-T01 attached her NY shall be responsible for	gates with bells eto and by this the maintenance
EXPRESSLY UNDERSTOO	onsible for the maintenance of DAND AGREED that the Colenance work and bill the CO	OMPANY may, at its	option and upon notificati	on of the COUNTY,
3. It is further agree Agreement:	d mutually between the partic	es hereto that the gra	ade crossing be recognize	d by this
traffic crossi structi neces AND wheth will se	quately signalized for the saf conditions warrant additional ng traffic control devices, inclure(s); then, such additional t sary at the complete cost and AGREED that once a determine er signals or structure, such interest the maintenance responses.	crossing traffic cont luding signals with a raffic control devices d expense of the CO ination has been ma installation will be th	trol devices through use of nd without gates, or grade is and/or structure(s) will be DUNTY. IT IS EXPRESSLY de as to the type of facility e subject of a supplementa	automatic grade separation installed as UNDERSTOOD to be installed al agreement which
agree	ntly requires the installation on the standard of the standard	the COMPANY'S pa	articipation as specified in I	Paragraph 13; such

The COMPANY shall furnish the necessary materials and install automatic grade crossing signals and/or traffic control devices at said location on an actual cost basis, and in accordance with the

Standard Plans Index 509-070 and 711-001, and the FDOT Design Manual (FDM) as amended by Freight and Multimodal Operations Bulletin 21-01, dated February 12, 2021, which is attached hereto and by reference made a part hereof. After installation of said signals is completed, <u>fifty</u> percent (50%) of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty percent (50%) of the cost shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary; or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above

- 4. All work contemplated hereabove shall at all times be subject to the approval of the COMPANY'S Chief Engineer or his authorized representative. The DEPARTMENT or the DEPARTMENT'S contractor shall give the COMPANY'S Division Engineer and/or Superintendent at least seventy-two (72) hours notice prior to the performance of any work within the limits of the COMPANY'S right of way.
- 5. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that the advance warning signs and railroad crossing pavement marking will conform to the Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.
- 6. The DEPARTMENT will reimburse the COMPANY for the cost of watchmen or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to the COMPANY'S tracks and whenever the contractor is performing work requiring movement of employees, trucks, or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 9.
- 7. The DEPARTMENT will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of \$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. The DEPARTMENT will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of \$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 DEPARTMENT will bear the cost of all temporary and permanent changes made necessary in the COMPANY'S signal wire line or other facilities and in the wire line facilities of any utility that has compensable interest on the COMPANY'S right of way occasioned by the construction of said crossing and the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 9.

the pro			IPANY hereby agrees to install and/or adjust the necessary parts of its facilities in accordance with rth in the:
		(a)	DEPARTMENT Procedure 725-080-002 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
	$\boxtimes$	(b)	Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, Part 646, Subpart B,

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

- 10. The DEPARTMENT hereby agrees to reimburse the COMPANY, as detailed in this Agreement, for all costs incurred by it in the adjustment of said facilities, in accordance with the provisions of the above indicated Reimbursement Policy, and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this Agreement shall not be subject to payment by the DEPARTMENT.
- 11. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an estimate of the costs thereof in the amount of \$170.288.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT, and the Federal Highway Administration, if federal Highway administration, when applicable.
- 12. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY directly to the DEPARTMENT. Separate records as to costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.
- 13. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter: (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body. (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT. \_, as supported by a detail analysis of estimated costs attached hereto. (c) An agreed lump sum of (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.) involve additional work over and above reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter): % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments). (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order \_ The COMPANY further agrees to clearly identify such additional work areas in number to be the COMPANY'S plans and estimates for the total work covered by this Agreement. ☐(expired service life) and/or ☐ (nonreimbursable credited for (betterment) and/or segments) in accord with Article 13.(c) hereinabove.

15. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above adjustment work.

- 16. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.
- 17. Upon completion of the work, the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs approved by the DEPARTMENT'S auditor.

- 18. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).
- 19. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit there of.
- 20. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."
- 21. In accordance with Section 215.422, Florida Statutes, the followings provisions are in this Agreement: Contractors providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.

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

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

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

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

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

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

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

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

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

  The DEPARTMENT'S obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.
- 26. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby to the COUNTY shall thereupon cease and terminate and the COUNTY will, at its sole cost and in a manner satisfactory to satisfactory to the COMPANY, remove said crossing and restore the COMPANY'S property to the condition previously found, provided that the COMPANY may, at its option, remove the said crossing and restore its property, and the COUNTY will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.
- 27. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission, or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from sole negligence of the DEPARTMENT, its officers, agents, or employees.

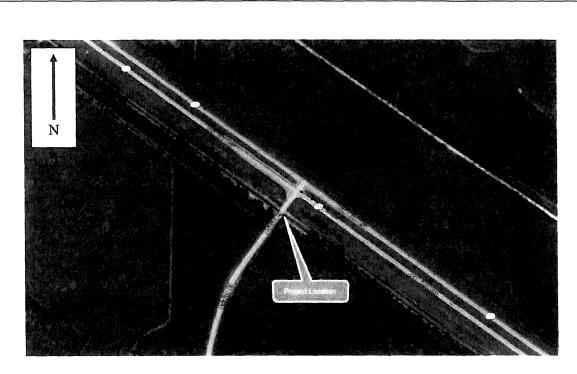
FDOT CSXT COUNTY

#### 28. COMPANY shall:

- 1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
- 2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and
- 4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- 29. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 30. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
  - 31. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.
- 32. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
- 33. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	N	
BY:(Title: <u>Director of Transporta</u>	tion Development )	
COMPANY: CSX Transportation, Inc		
BY. Song C. Bel	Direction Direction	Tony C. Bellamy or Project Management Public Projects
Palm Beach	COUNTY, FLO	
BY: (Xelleri		R 2 0 2 2 0 5 4 6  JUN 8 7 2022
(Title: <u>Robert S. Weinroth.</u>	<u>Mayor</u> )	
Attest: Joseph Abruzzo Clerk of the Circuit Court & Comptroller	Approved As To Terms and Conditions	Approved as to Form and Legal Sufficiency
By: By Lenking Deputy Clerk	By: Jone Bube Director of Airports	By anne Delgant.
	,	, , ,
Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements
BY Attorney - DOT Date	BY: Comptroller - DOT D	BY: Date Date
· \		



#### **LOCATION MAP (A-1)**

#### **CSX Transportation**

LOCATION: FINANCIAL PROJECT NO.:

Aviation Rd 448637-1-57-01

CROSSING NO.:

621463M

RAILROAD MILEPOST:

SX 954.36

	CROSS	ING	SURFACES		
	Туре		Definition		
	С		Concrete		
	B	•	Rubber		
-	RA	-	Rubber/Asphall		
	TA	-	Timber/Asphall		

Zone Length Distance From Stop
250'
350
500'

#### Notes:

- Single track Type R Crossings within the zones on the chart may be used unless enablecting or safety considerations dictate otheralise.

#### GENERAL NOTES

The Agilroad Company will turnish and install all irary bad (bhiast), crossics, rais, crossing surface panels and accessory components All parchent material, reduding that through the crossing, will be furnished and installed by the Department or its Contractor, unless negotiated differentse

- 2 When a continual grade crossing is located within the limits of a highway construction project, a transition pavament with be maintained at the approaches of the crossing to reduce vehicular inequals to the crossing. The transition pavament will be maintained as appropriate to protect the crossing from time clearance vehicular impacts until the construction project is completed and the final highway surface is constructed.
- The Central Rad Office will maintain a first of currently used Radicard Crossing Products and will periodically distribute the current first to the District Offices as the first is updated.
- 4. The Pailroad Company shall submit angineering drawings for the proposed crossing surface type to the Constitution Project Enviroever and/or the District Roll Office for concurrence along with the District Roll Office for concurrence along with the Ust of Railroad Crossing Products. The approved conjuncting drawings of the crossing surface type shall be made a part of the installation agreement.
- Sidewalks shall be constructed through the crossing between approach sideralks of the crossing. Sideralks shall be constructed with appropriate material to allow unabstructed travel through the crossing in accordance with ADA requirements.
- 6. Install pavement in occordance with the Specifications
- 7. The Department will participate a crossing work, that requires adjustments to rail outside of the crossing no more than 50 feet from the edge of the travel way.

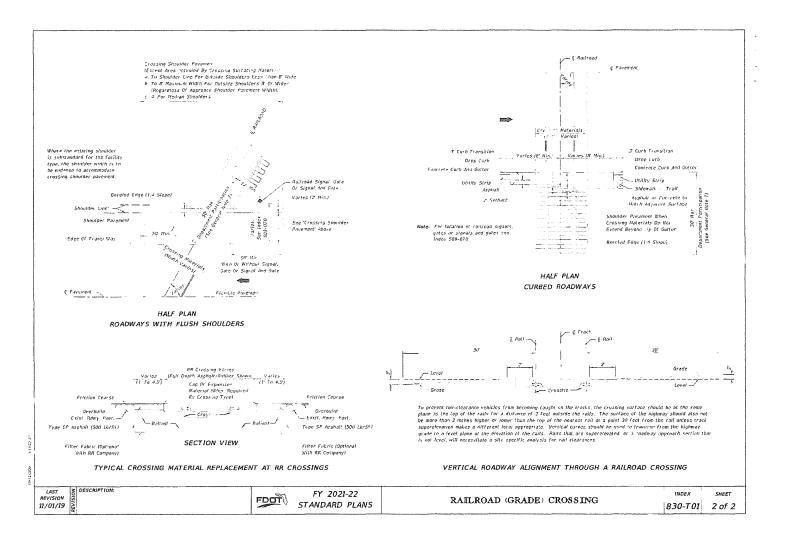
DESCRIPTION: FDOT STANDARD PLANS REVISION 11/01/17

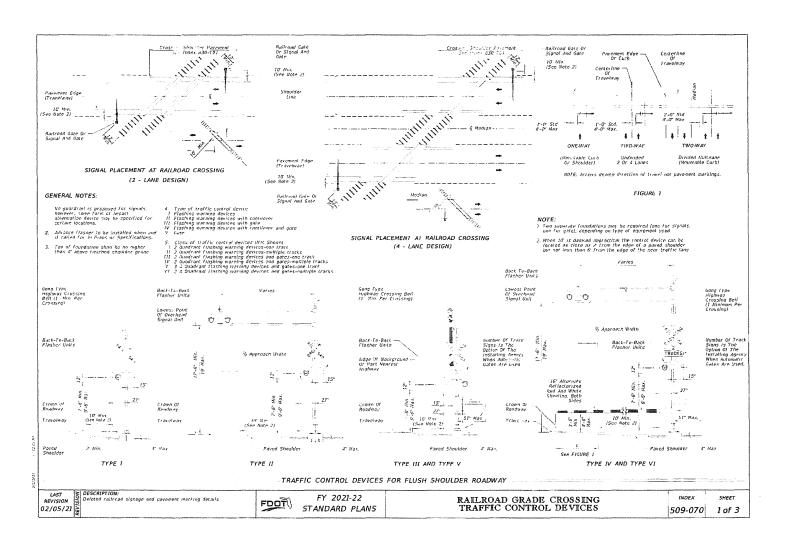
RAILROAD (GRADE) CROSSING

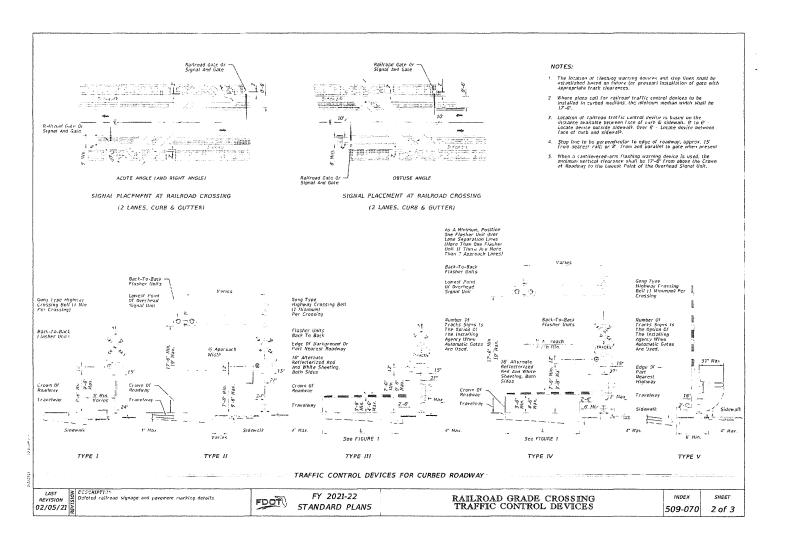
INDEX 830-T01

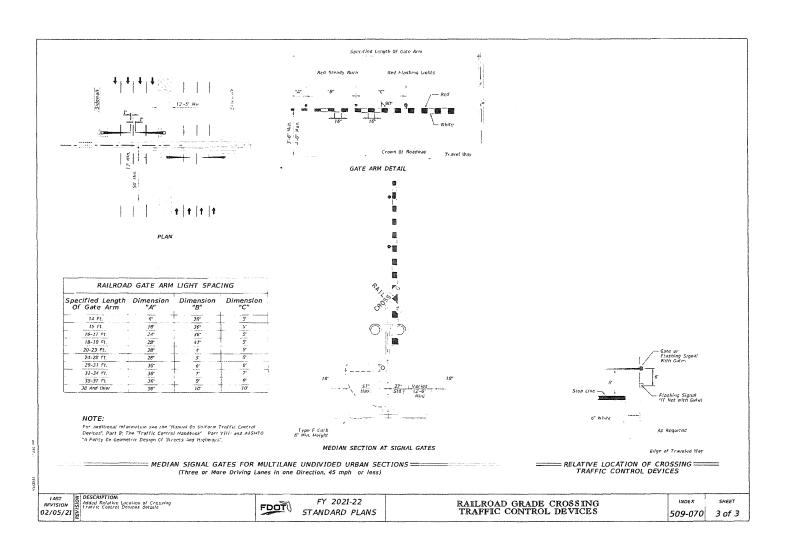
SHEET

1 of 2











RON DESANTIS GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 KEVIN J. THIBAULT, P.E. SECRETARY

#### OFFICE OF DESIGN BULLETIN 21-02 TRAFFIC ENGINEERING AND OPERATIONS BULLETIN 21-01 FREIGHT AND MULTIMODAL OPERATIONS BULLETIN 21-01

DATE:

February 12, 2021

TO:

District Directors of Transportation Operations, District Directors of Transportation Development, District Design Engineers, District Construction Engineers, District Structures Design Engineers, District Maintenance Engineers, District Consultant Project Management Engineers, District Roadway Design Engineers, District Traffic Operations Engineers, Program Management Engineers, District Materials Engineers, District Specifications Engineers, District Estimates Engineers, District Rail Administrators and Coordinators, District Safety Engineers, District Modal Administrators, District Intermodal Systems Development Administrators

FROM:

Tim Lattner, P.E., Director, Office of Design

Trey Tillander, P.E., Director, Traffic Engineering and Operations Office

Rickey Fitzgerald, Manager, Freight and Multimodal Operations

COPIES:

Courtney Drummond, Brad Thoburn, Will Watts, Dan Hurtado, Rudy Powell, Michael Shepard, Stefanie Maxwell, Scott Arnold, Paul Hiers, Vern Danforth, Daniel Strickland, Robert Robertson, Lora Hollingsworth, Gevin McDaniel, Kevin Burgass (FLIVA). Chad Thompson (FLIVA).

Burgess (FHWA), Chad Thompson (FHWA), Bren George (FHWA)

SUBJECT:

Railroad At-Grade Crossings: Signing and Pavement Markings

This Bulletin introduces revisions to the FDOT Design Manual (FDM) and the FDOT Standard Plans for Road and Bridge Construction (Standard Plans) to further enhance safety at highway-railroad atgrade crossings.

#### **REQUIREMENTS**

- 1. Delete FDM 220.2.1.1 and replace it with Attachment 'A'.
- 2. Standard Plans, Index 509-070 (Railroad Grade Crossing Traffic Control Devices) has been updated to remove signing and pavement marking details and is released as an Interim Revision (IR509-070-1) to the FY 2020-21 Standard Plans. See Attachment 'B'. An Interim Revision

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Office of Design Bulletin 21-02 Traffic Engineering and Operations Bulletin 21-01 Freight and Multimodal Operations Bulletin 21-01 Railroad At-Grade Crossings: Signing and Pavement Markings Page 2 of 2

will also replace the original version of the Index published on October 30, 2020 with the FY 2021-22 Standard Plans.

3. Standard Plans, Index 711-001 (Pavement Markings) has been updated to include a 'Railroad Dynamic Envelope (RDE) Pavement Marking Detail' and 'Railroad Crossing Pavement Message' details. This update is released as an Interim Revision (IR711-001-1) to the FY 2020-21 Standard Plans. See Attachment 'C'. An Interim Revision will also replace the original version of the Index published on October 30, 2020 with the FY 2021-22 Standard Plans.

#### **IMPLEMENTATION**

These requirements are effective immediately for all projects where the Railroad Dynamic Envelope Safety Countermeasures (per Traffic Engineering and Operations Bulletin 20-01, Roadway Design Bulletin 20-02, Program Management Bulletin 20-01, Construction Bulletin 20-02, and Freight and Multimodal Operations Bulletin 20-01) have not been installed. For projects where Railroad Dynamic Envelope Safety Countermeasures have already been installed, this new criteria may be used if the District determines that it will enhance the safety of the railroad crossing.

#### **CONTACT**

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Roadway Design Criteria Administrator
gevin.mcdaniel a dot.state.fl.us
TL/TT/RF/gjm

### Attachment 'A'

#### 220.2.1.1 Signing and Pavement Markings

*Exhibits* 220-1 through 220-4 provide typical signing and pavement markings for Active Grade Crossings. Refer to the <u>MUTCD</u> for definitions and signing and pavement markings at Passive Grade Crossings.

Do not place turning movement lane-use pavement markings on the upstream approach between the railroad crossing pavement message and the tracks.

Where intersections occur between the W10-1 sign shown in *Exhibits 220-1* through **220-4** and the tracks, place an additional W10-1 sign between the intersection and the railroad gate.

Include Railroad Dynamic Envelope (RDE) pavement markings at Active and Passive Grade Crossings on:

- State Roads,
- State-owned rails, and
- State-owned property.

Any Variations to not install an RDE are to be approved by the Chief Engineer.

The determination of slightly or significantly skewed is at the discretion of the EOR.

Detail RDE pavement markings in the Plans in accordance with *Standard Plans, Index* 711-001 and the details shown in *Exhibits* 220-1 through 220-4. Ensure the details in the plans include the following:

- (1) Orient RDE pavement markings:
  - (a) In the direction of the travel lanes at all approaches upstream of the crossing (i.e., transverse to the travel lanes).
    - i. For slightly skewed railroads extend the RDE markings transverse across all lanes, as shown in *Exhibits 220-2* and *220-3*.
    - ii. For significantly skewed railroads, step the RDE markings transverse across each lane, as shown in *Exhibit* 220-4.
  - (b) Along the railroad (i.e., parallel to the railroad tracks) for areas between tracks and downstream of the crossing.

#### Topic #625-000-002 FDOT Design Manual

- (c) To maximize the visibility of the RDE pattern for both the upstream and downstream sides of the track. Locate markings in a manner to ensure the "X" pattern is identifiable to the motorists and bicyclists and centered in the lanes to the extent practicable.
- (2) Place RDE markings through the foul area as shown in *Exhibits 220-3* and 220-4. If the railroad owner will not allow the RDE markings through the foul area, or the substrate material will not provide an appropriate bonding surface for the markings, keep the RDE markings outside of the railroad's foul area as shown in *Exhibits 220-1* and 220-2.
- (3) Replace all skip lane lines with solid lines for the following distance: From stop bar to stop bar of each approach, then upstream and downstream for a Distance "A" plus 15 feet. For Distance "A", see table in *Exhibit 220-1*.
- (4) Continue solid longitudinal edge line, lane line, and centerline markings through the RDE pattern, maintaining a 9-inch clear space between the RDE pattern and the longitudinal lane lines or gore areas.
- (5) Refurbish all existing longitudinal lane lines, edge lines, and centerlines to remain in-place for the following minimum distance: From stop bar to stop bar of each approach, then upstream and downstream for a Distance "A" plus 15 feet. For Distance "A", see table in *Exhibit 220-1*.
- (6) Place RPMs at 10' maximum on center for the following distance: From stop bar to stop bar of each approach excluding the foul area, then upstream and downstream for a Distance "A" plus 15 feet. For Distance "A", see table in *Exhibit* 220-1.
- (7) For conditions where multiple tracks are configured non-parallel to each other, maintain the typical RDE pattern and fill the gap between the tracks, as necessary.
- (8) RDE markings must not interfere with any pedestrian crosswalk.

Consider the following additional provisions for Active and Passive Grade Crossings:

- For significantly skewed angles, corridor highway lighting for the following minimum distance: From stop bar to stop bar of each approach, then upstream and downstream for a Distance "A" plus 15 feet. For Distance "A", see table in *Exhibit 220-1*.
- For significantly skewed angles, curves, and intersections directly adjacent to crossings, consider using additional channelization techniques for the roadway alignment. Some channelization techniques include Internally Illuminated RPMs

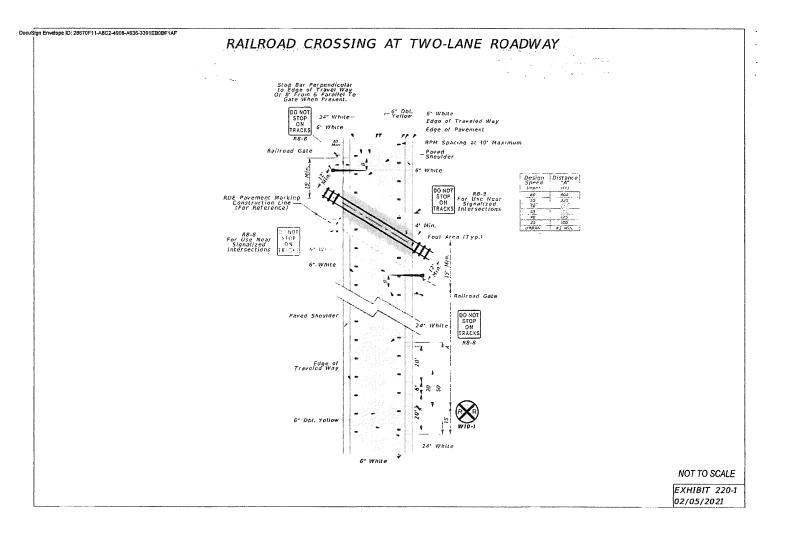
#### Topic #625-000-002 FDOT Design Manual

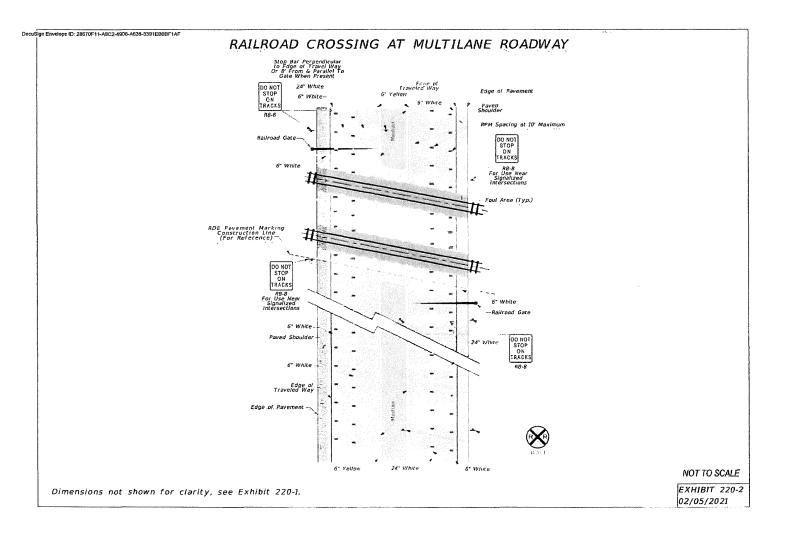
and Tubular Markers. When crest vertical curves impede the visibility of RPMs, Tubular Markers should be used. Consider excluding downstream RDE pattern when traffic queuing is not expected.

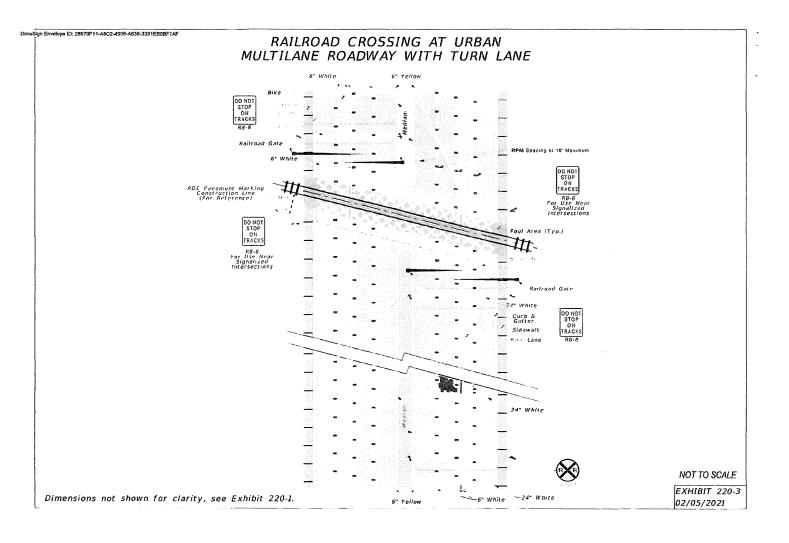
- Consider the use of through lane-use arrows. For turn lanes, a route shield may be used in conjunction with the through lane-use arrow.
- Remove all existing traffic control signs and pavement markings (e.g., turning signs and turning arrow lane-use pavement markings) from the upstream approach that may lead to driver confusion on the correct turning point for downstream turning movements.

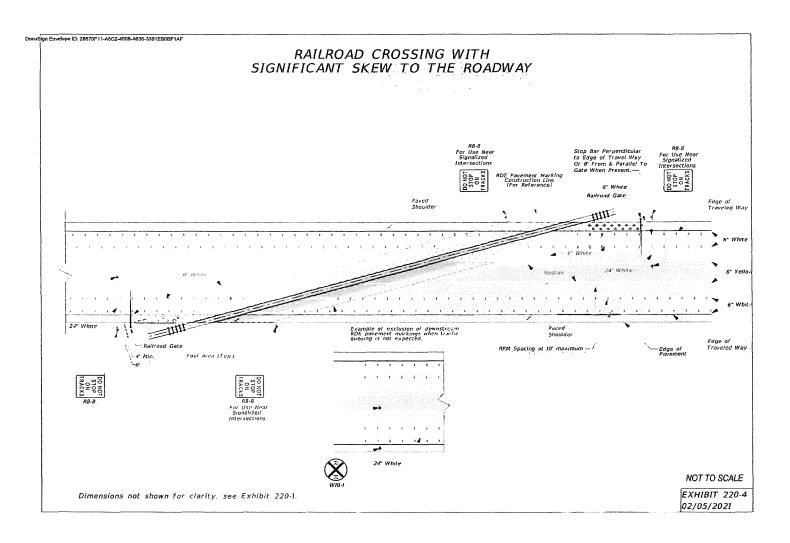
For pavement marking material selection, see FDM 230.

For side roads with Active and Passive Grade Crossings within 100 feet of the edge of traveled way, include W10-2, W10-3 or W10-4 signs on the mainline state road in accordance with the <u>MUTCD</u>.

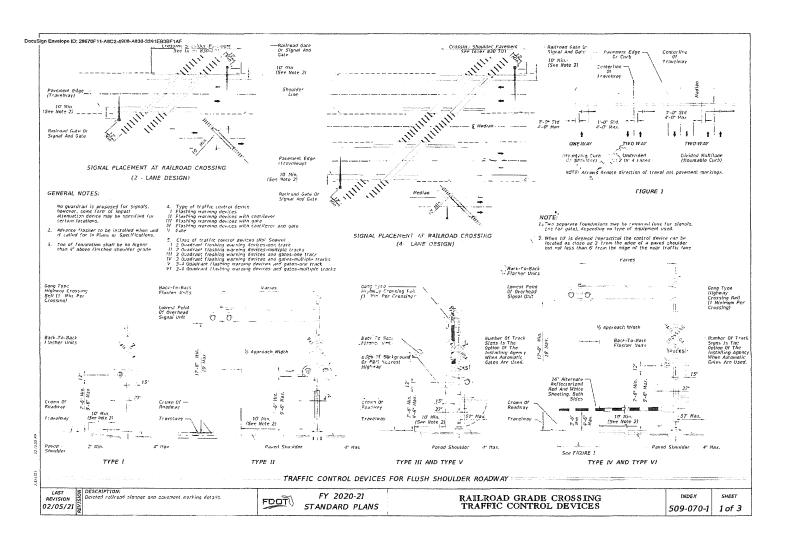


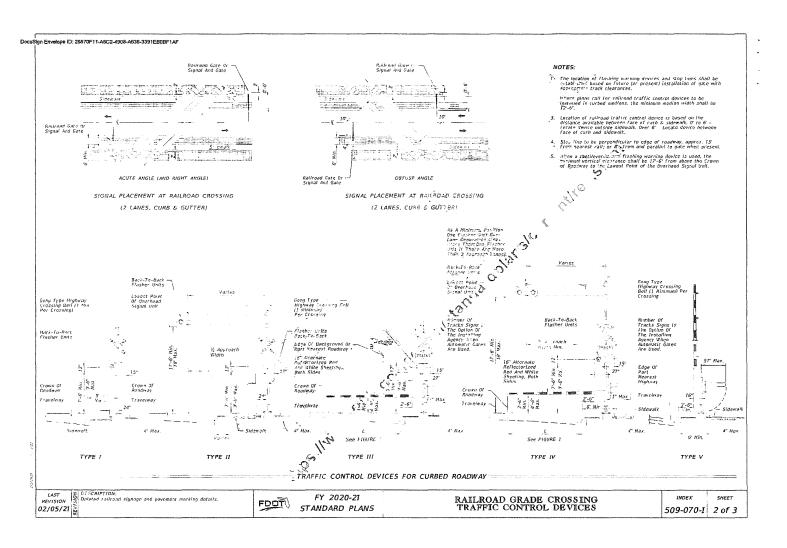


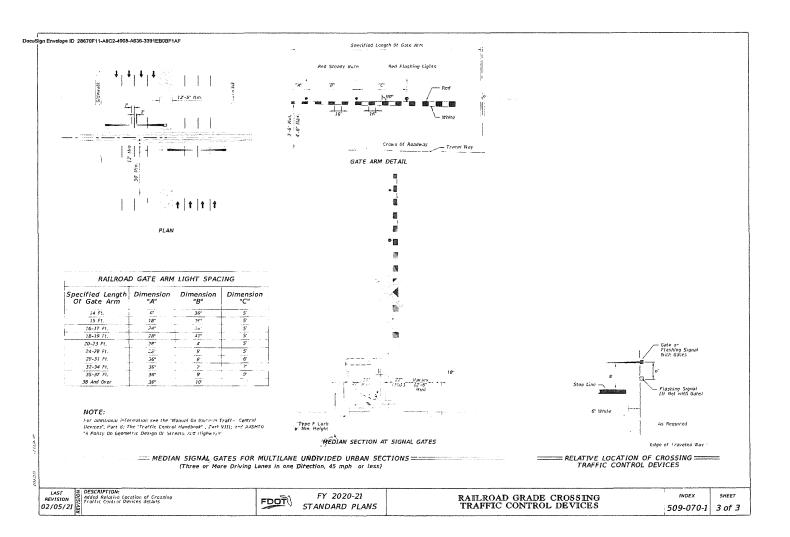




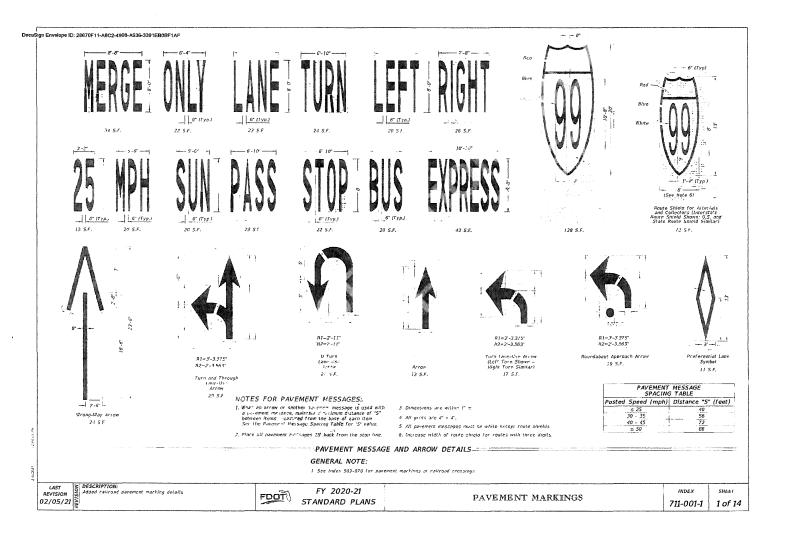
## Attachment 'B'

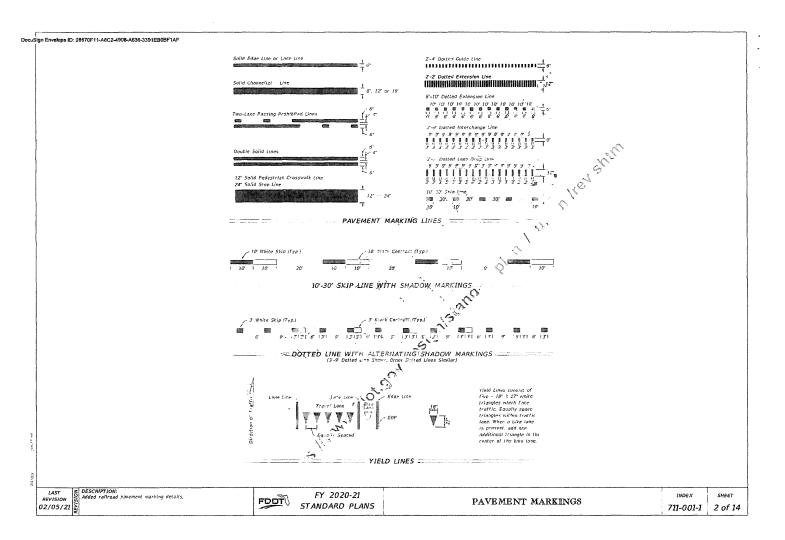


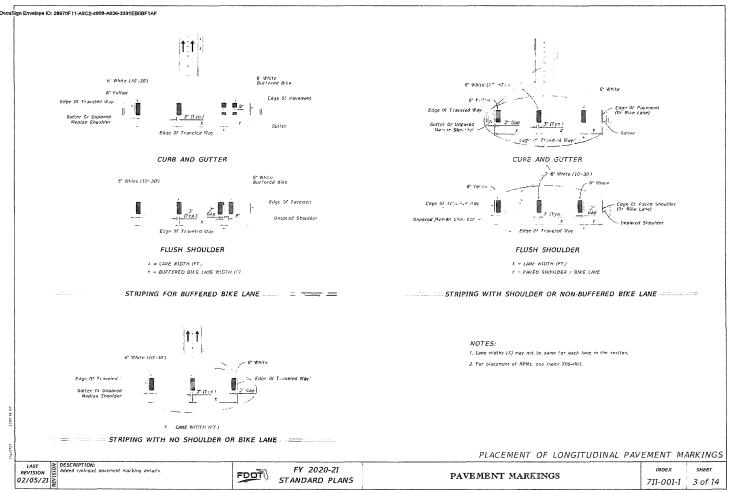


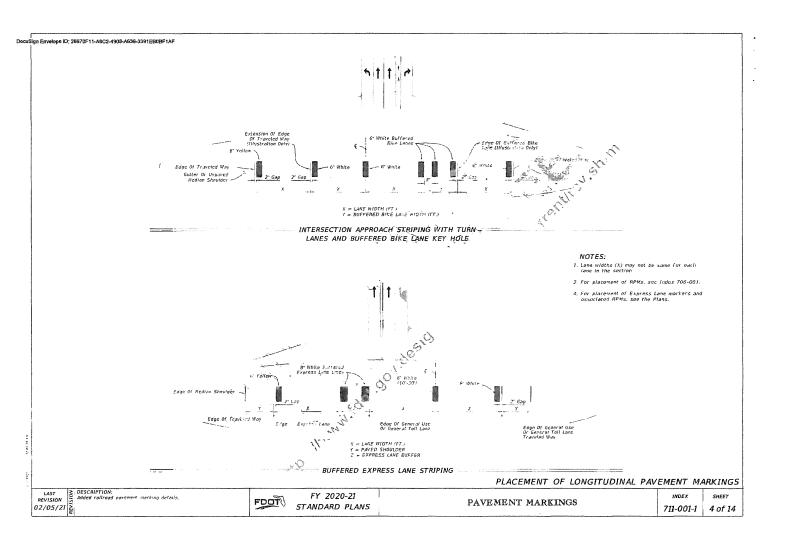


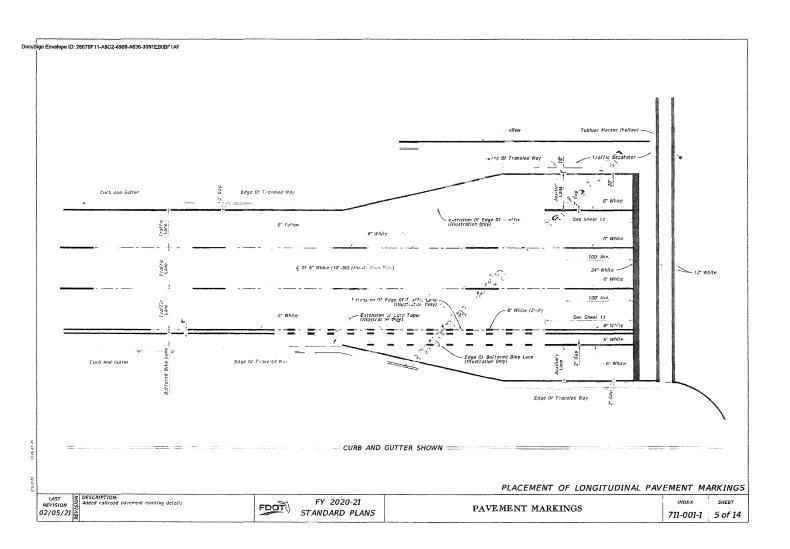
## Attachment 'C'

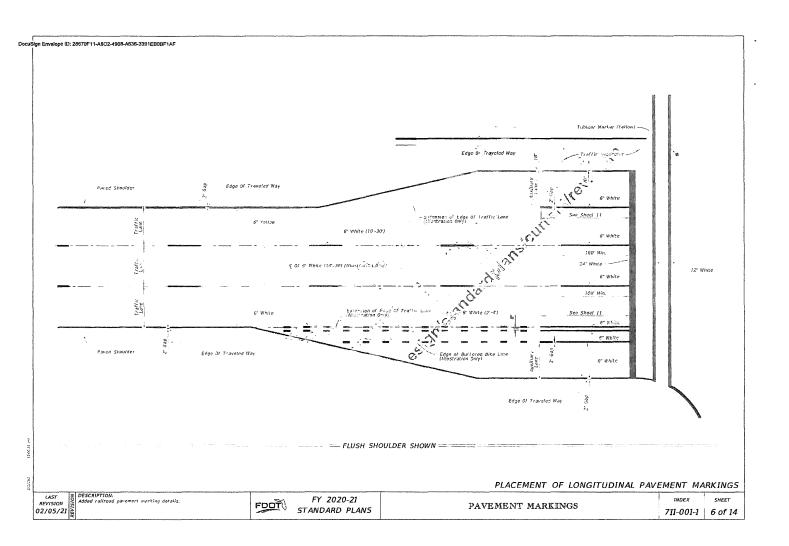


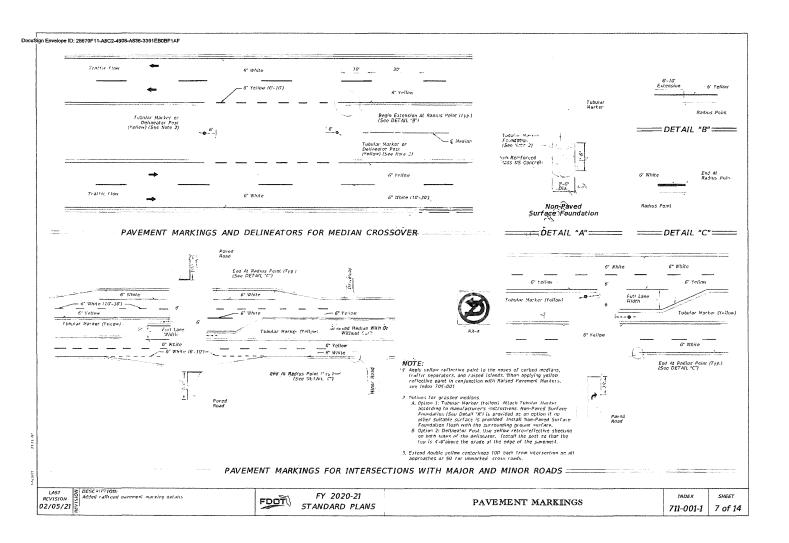


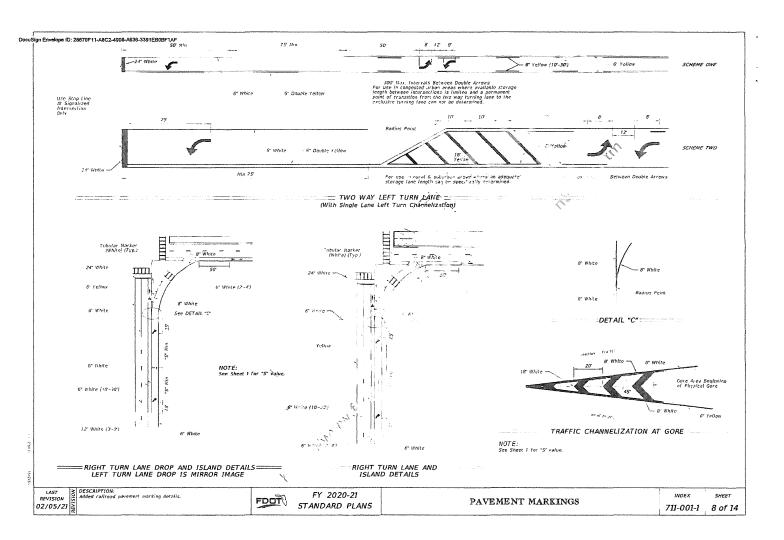


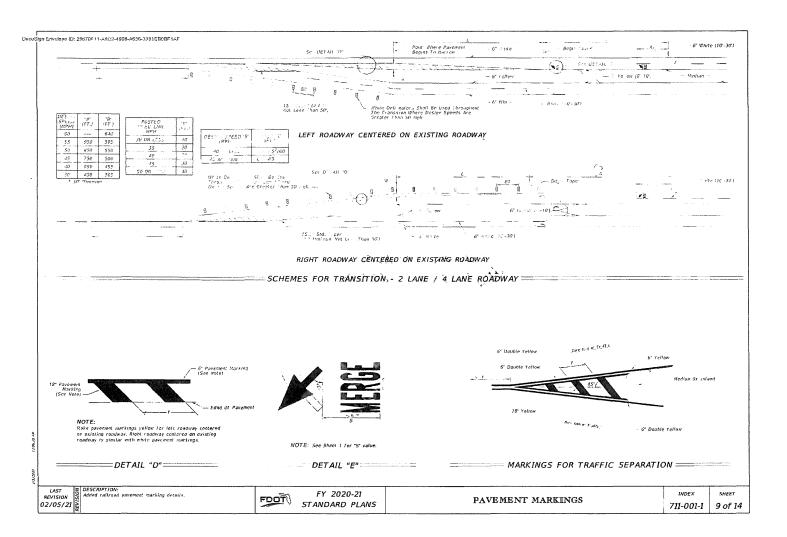


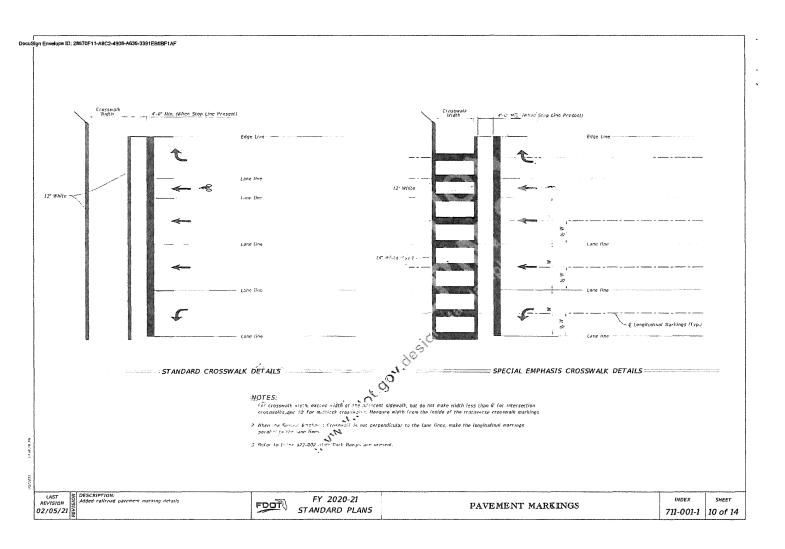


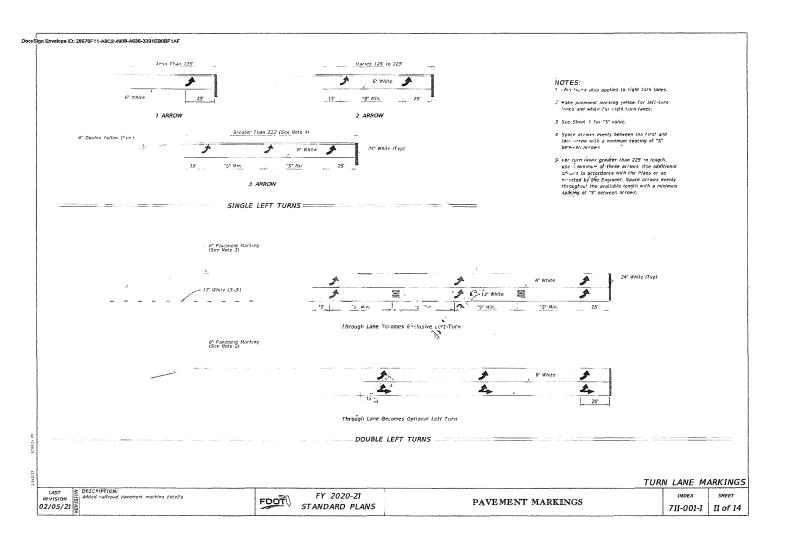


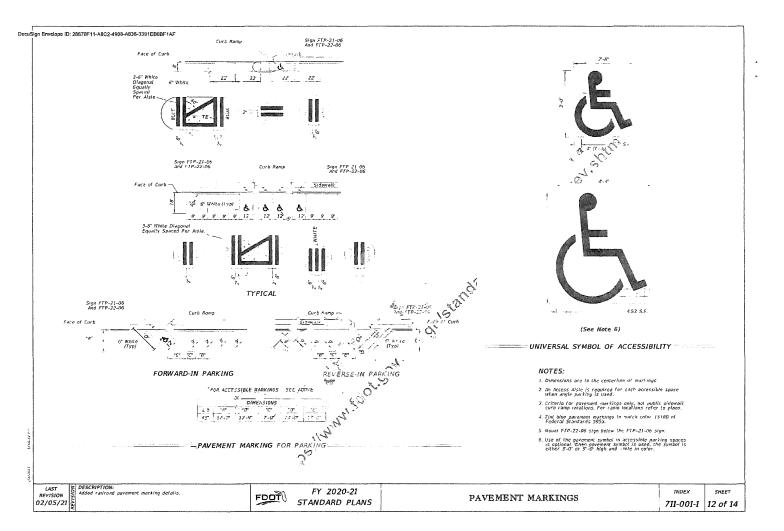


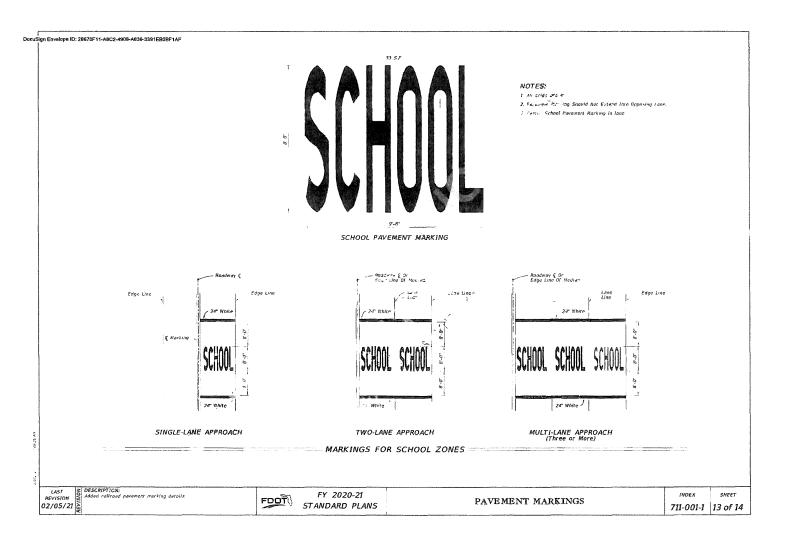


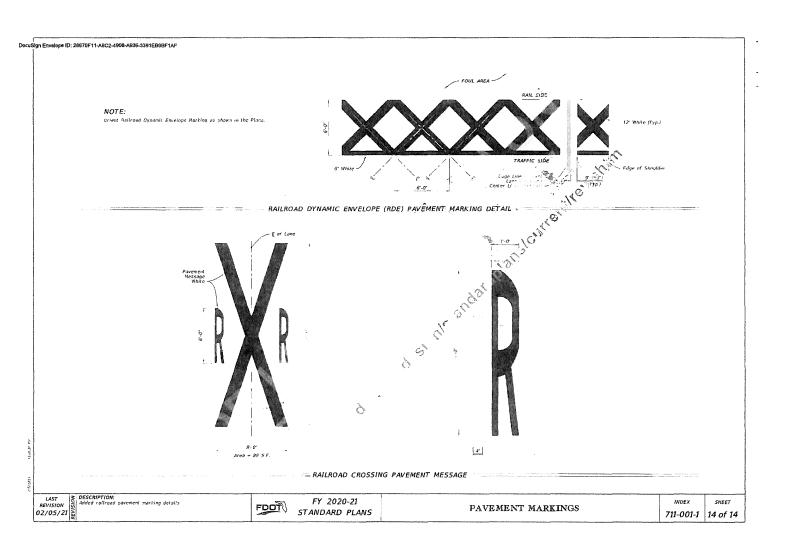












### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
448637-1-57-01	Aviation Rd	Palm Beach	N/A	N/A

COMPANY NAME: CSX Transportation	
A. FDOT/AAR XING NO.: 621463M	RR MILE POST TIE: <u>SX 954.36</u>
B. TYPE SIGNALS PROPOSED: III	CLASS: <u>III</u> DOT INDEX: <u>509-070</u>

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

#### Annual Maintenance Cost Exclusive of Installation **DESCRIPTION** COST\* **CLASS** 2-Quadrant Flashing Lights with One Track \$2,608.00 2-Quadrant Flashing Lights with Multiple Tracks \$3,451.00 II 2-Quadrant Flashing Lights and Gates with One Track \$3,934.00 Ш 2-Quadrant Flashing Lights and Gates with Multiple Tracks \$4,940.00 3 or 4-Quadrant Flashing Lights and Gates with One Track \$7,777.00 3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks \$9,759.00

**AUTHORITY**:

FLORIDA ADMINISTRATIVE RULE 14-57.011

Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE:

July 22, 1982

GENERAL AUTHORITY:

334.044, F.S.

SPECIFIC LAW IMPLEMENTED:

335.141, F.S.

\*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

Form Revision 10/07/19

	CITY:	ECT TO REVISION : Royal Palm Beach Airport Access Roa	COUNT	12/30/1900  TY: Palm Beach ate to install 2 new	v gates with	ST	NO.: 621 ATE: FL	463M
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230	Expenses	(Transportation De	epartment)	<u>0</u>	Days @	<u>\$ 45.00</u>	\$ \$	
		Subtotal					<b>\$</b>	-
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#### 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 Chief Engineer Public Projects-Jacksonville, Florida

Estimated prepared by: 0

pared by: 0 Approved by: 0 CSXT Public Project Group DATE: 01/00/00 REVISED: 01/00/00 DATE: 01/00/00