

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

Meeting Date: November 7, 2023

{X} 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 (Agreement) with the Florida Department of Transportation (FDOT) and the South Florida Regional Transportation Authority (SFRTA) for maintenance and upgrades to the railroad grade crossing on Palm Beach Lakes Boulevard, FDOT/AAR Crossing Number 628118D (Crossing); and
- B) approve the Agreement with the FDOT and the SFRTA to reimburse an estimated \$834,482.79 to the SFRTA for maintenance and upgrades to the Crossing.

SUMMARY: Adoption of the Resolution and approval of the agreement will allow the SFRTA to perform required maintenance and upgrades to the Crossing on Palm Beach Lakes Boulevard. Palm Beach County (County) is the license holder for this Crossing and as a condition of the license is required to pay for all required maintenance and upgrades for the Crossing. Required upgrades are estimated to cost \$834,482.79, which includes construction costs of \$693,735.66, 20% contingency and County staff time. The SFRTA will perform all work associated with the improvements. The SFRTA will be responsible for maintenance and operation of the Crossing upon completion of the improvements. The Crossing lies within the South Florida Rail Corridor (SFRC). The FDOT owns the SFRC property. The SFRTA maintains and operates the SFRC on behalf of the FDOT. **Crossing is included in the Five Year Road Program, Railroad Crossings Reserve. District 7 (YBH)**

Background and Justification: The County is the license holder for this crossing and is required to be party to the tri-party agreement and to pay for all required maintenance and upgrades. A comprehensive analysis was performed by the FDOT and SFRTA at the end of 2021 on the SFRC mainline to assess the current condition of the Highway-Rail Grade Crossings throughout Palm Beach and Broward counties. All crossings within Palm Beach County and Broward County on the SFRC were subsequently evaluated and ranked. Two crossings within County jurisdiction were identified for necessary improvements: Palm Beach Lakes Boulevard and 6th Avenue South. 6th Avenue South is being addressed as a part of a roadway widening project by the FDOT.

Attachments:

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

Recommended By: *YBH/KRS*
YBH/KRS

David L. ...
County Engineer

10/11/23
Date

Approved By:

Pao
Assistant County Administrator

10/20/23
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$834,483	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$834,483	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No:

Fund 3500 Dept 361 Unit 2270-125 Object 4607

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
 Railroad Crossing Maintenance
 Palm Beach Lakes Blvd at the SFRTA/FDOT Railroad

New Contract

Construction Estimate	\$ 693,735.66
Contingency	\$ 138,747.13
Roadway Staff Costs	\$ 2,000.00
Total Costs	\$ 834,482.79

C. Departmental Fiscal Review: Danny Ramalsingh

III. REVIEW COMMENTS

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

Lisa Mente 10/19/23
 OFMB GA 10/11
 MD 10/11

Ann S. Jacobson 10/19/23
 Contract Dev. and Control
 MD 10/19/23

B. Approved as to Form and Legal Sufficiency:

[Signature] 10/20/23
 Assistant County Attorney

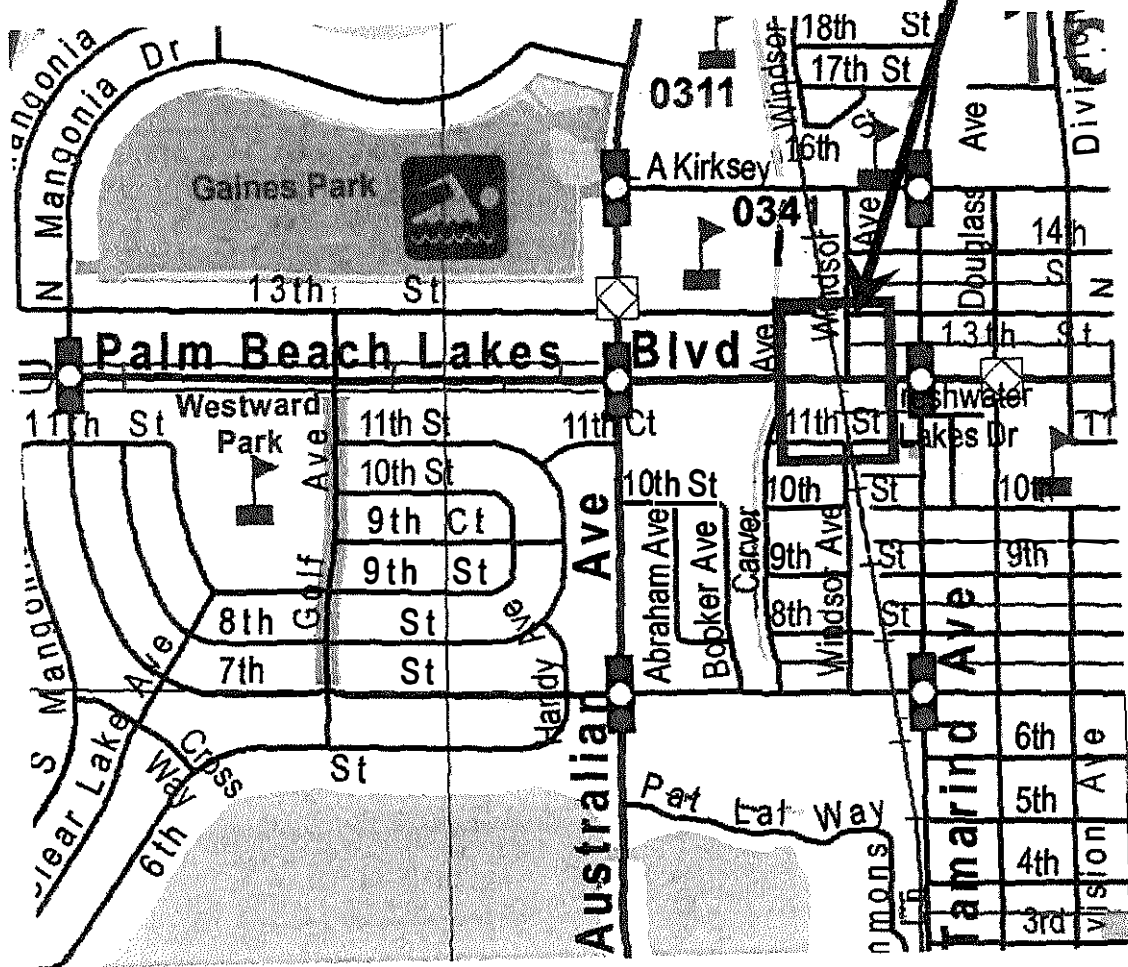
C. Other Department Review:

 Department Director

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

Palm Beach Lakes Boulevard Railroad Crossing

FDOT/AAR CROSSING NUMBER 628118D



LOCATION MAP

RESOLUTION NO. R2023_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA APPROVING A TRI-PARTY RAILROAD REIMBURSEMENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA) FOR MAINTENANCE AND UPGRADES TO THE RAILROAD CROSSING ON PALM BEACH LAKES BOULEVARD, FDOT/AAR CROSSING NUMBER 628118D

WHEREAS, a comprehensive analysis was performed by the FDOT and SFRTA at the end of 2021 on the South Florida Rail Corridor (SFRC) mainline to assess the current condition of the highway-rail grade crossings throughout Palm Beach and Broward counties; and

WHEREAS, all crossings within Palm Beach County and Broward County on the SFRC were subsequently evaluated and ranked; and

WHEREAS, the Palm Beach Lakes Boulevard FDOT/AAR Crossing Number 628118D (Crossing) is within Palm Beach County's (County) jurisdiction and was identified for necessary improvements; and

WHEREAS, the FDOT owns the SFRC property, and the SFRTA maintains and operates the SFRC, on behalf of the FDOT; and

WHEREAS, the SFRTA will perform all work associated with the improvements of the Crossing; and

WHEREAS, the SFRTA will be responsible for maintenance and operation of the Crossing after the improvements are completed; and

WHEREAS, the County is the license holder of the Railroad Crossing Agreement (R99-215) that allows Palm Beach Lakes Boulevard, a County right-of-way, to cross the SFRTA's railroad tracks at grade, and is required to pay for all required maintenance and upgrades; and

WHEREAS, pursuant to the Railroad Crossing Agreement, the County is required to be a party to the Tri-Party Railroad Reimbursement Agreement with the FDOT and the SFRTA for the Crossing's improvements.

RESOLUTION NO. R2023-
November 7, 2023

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 is hereby authorized to execute the Tri-Party Railroad Reimbursement Agreement.
3. This Resolution shall take effect immediately upon adoption.

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INTENTIONALLY**

PAGE 2 of 3

Attachment 2

RESOLUTION NO. R2023-
November 7, 2023

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 1: Marla G. Marino _____
- District 2: Gregg K. Weiss _____
- District 3: Michael A. Barnett _____
- District 4: Marci Woodward _____
- District 5: Maria Sachs _____
- District 6: Sara Baxter _____
- District 7: Mack Bernard _____

The Mayor thereupon declared the Resolution duly passed and adopted this 7th day of November, 2023.

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA, BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

BY: _____
ybh/tel
Assistant County Attorney

BY: _____
Deputy Clerk

APPROVED AS TO TERMS
AND CONDITIONS

BY: 
KES KOC
Division Director

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES
SOUTH FLORIDA RAIL CORRIDOR ONLY
COUNTY ROADS RR CROSSINGS ONLY**

Financial Project I.D.	Road Name or Number	County Name	Parcel & R/W Number	FAP Number
N/A	Palm Beach Lakes Blvd	Palm Beach	1(93000-SIGK)	N/A

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 28th, 2015, and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into an Amended South Florida Operating and Management Agreement (SFOMA) on January 25th, 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 29th, 2015), and

WHEREAS, the **DEPARTMENT** and the **SFRTA** entered into the **SFRC** Operating Agreement ("Operating Agreement") on June 13th, 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 **SFRTA**, is, constructing, reconstructing or otherwise changing a portion of the Public Road System, which crosses at grade the right-of-way and track(s) of the SFRC at milepost SX 969.07, FDOT/Association of American Railroads (AAR) Crossing Number 628118D, in Palm Beach County, Florida as shown on the Project Location Sheet, 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 **COUNTY'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 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 properly 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. 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**. 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.

(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 **COUNTY'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. 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 **COUNTY**.
3. The **COUNTY** 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.
4. The **COUNTY** 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 **COUNTY**.
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 work, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **COUNTY** 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 **COUNTY** 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 COUNTY. Upon receipt of invoices, prepared in accordance with the above reimbursement provisions, the COUNTY agrees to reimburse the SFRTA in the amount of such actual costs approved by the COUNTY'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**.
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.

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

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 **COUNTY** 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.

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 **Palm Beach Lakes Blvd.** 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 **\$640,326.25**. 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** for refusal 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. **SFRTA** 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. **SFRTA** or its contractor shall 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 paragraph, 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 **SFRTA** 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 **SFRTA** and the **DEPARTMENT** 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 **SFRTA** must grant written approval prior to incorporating the material into the project; and
30. **SFRTA** shall 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 **SFRTA** pursuant thereto. The **SFRTA** 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.
31. 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.

32. 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.
33. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.
34. 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.
35. 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.
36. 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.

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

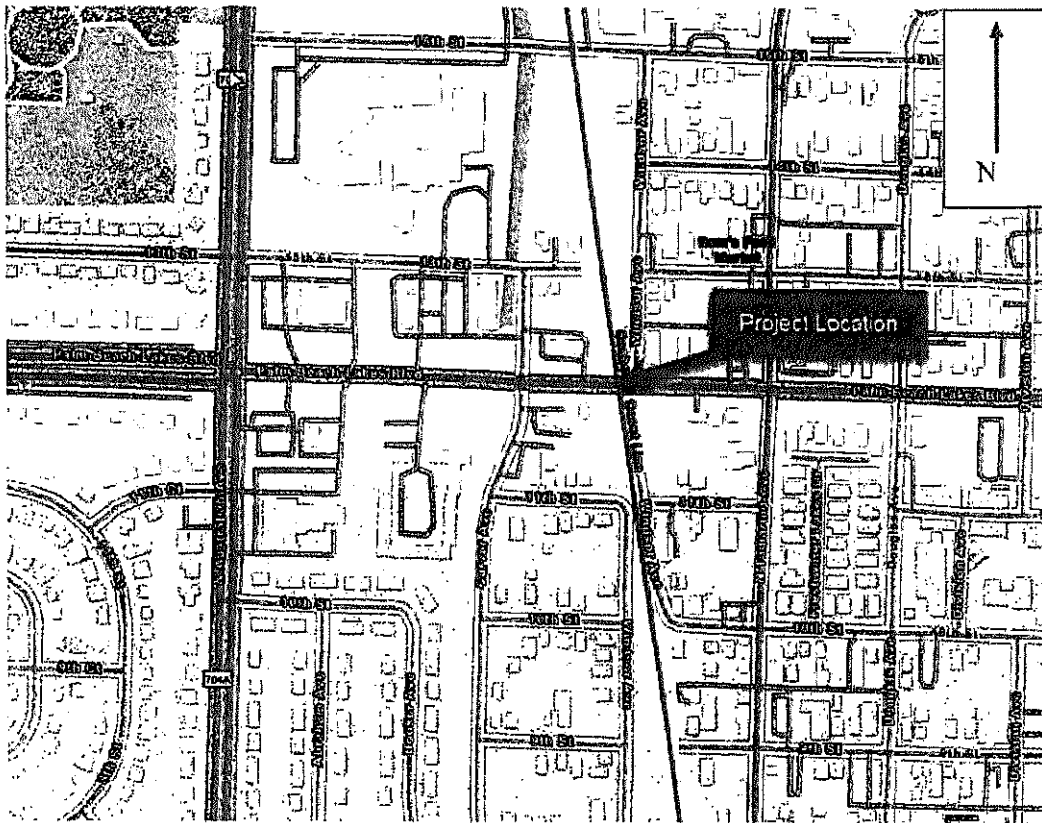
State of Florida, Department of Transportation,
An Agency of the State of Florida

By: _____
Director of Transportation Development

Date: _____

Legal Review (DEPARTMENT):

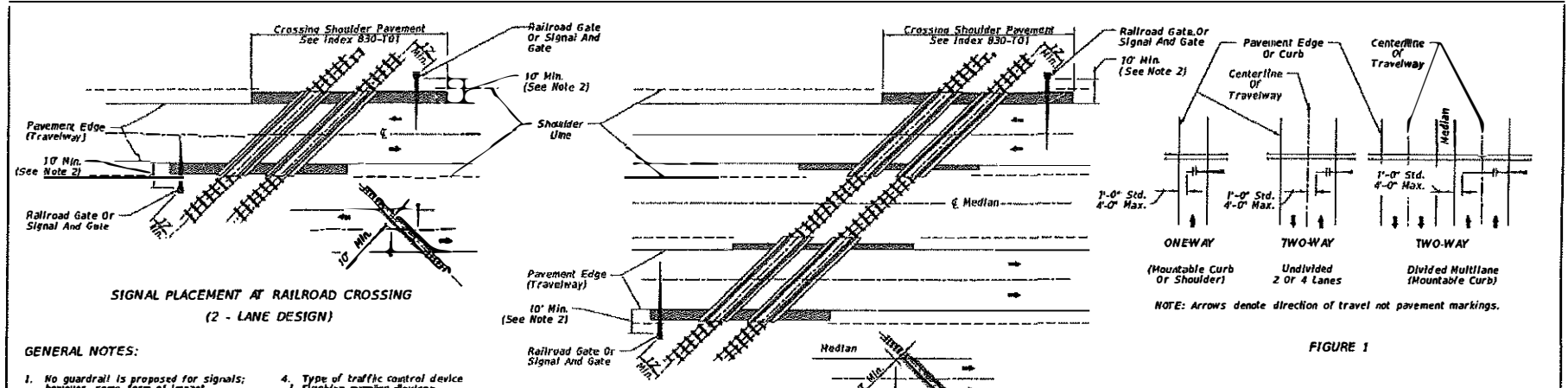
By: _____



LOCATION MAP

SFRTA

LOCATION:	Palm Beach Lakes Blvd in Palm Beach County
FINANCIAL PROJECT NO.:	N/A
CROSSING NO.:	628118D
RAILROAD MILEPOST:	SX 969.06



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

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

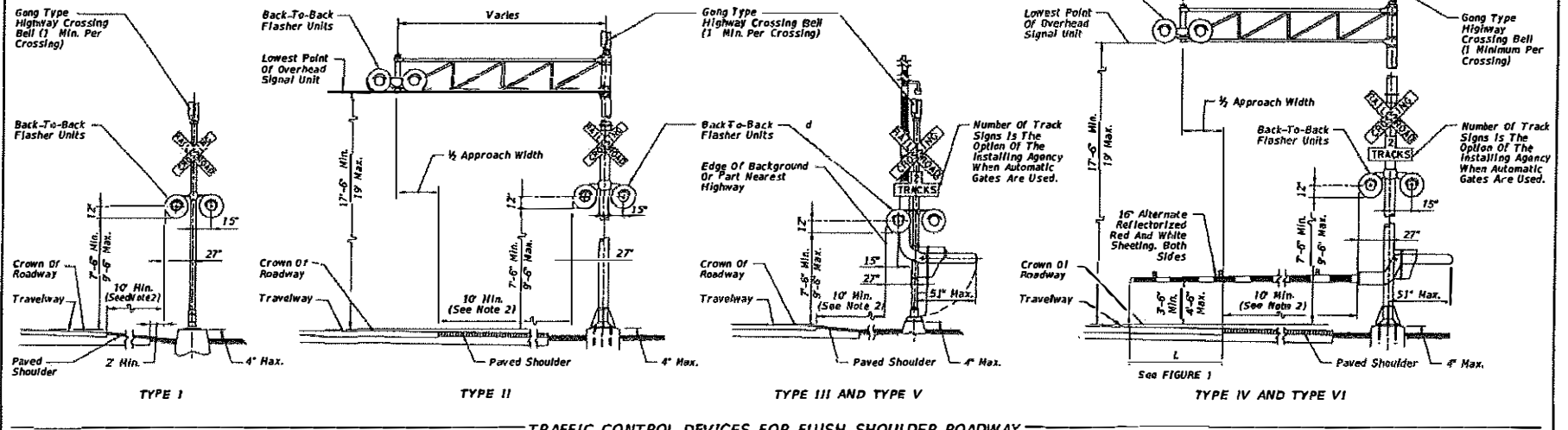
FIGURE 1

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 cattlelever
 - III Flashing warning devices with gate
 - IV Flashing warning devices with cattlelever and gate
 - V Gate
5. Class of traffic control devices (Not Shown)
 - 1 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:

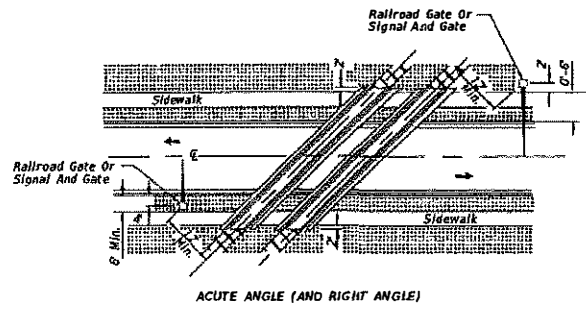
1. Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.
2. When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder, but not less than 6' from the edge of the near traffic lane.



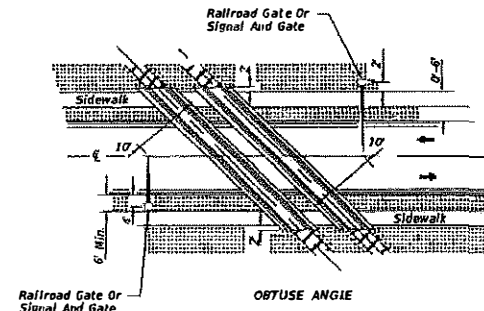
TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY

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LAST REVISION 11/01/17	DESCRIPTION:	FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 1 of 4
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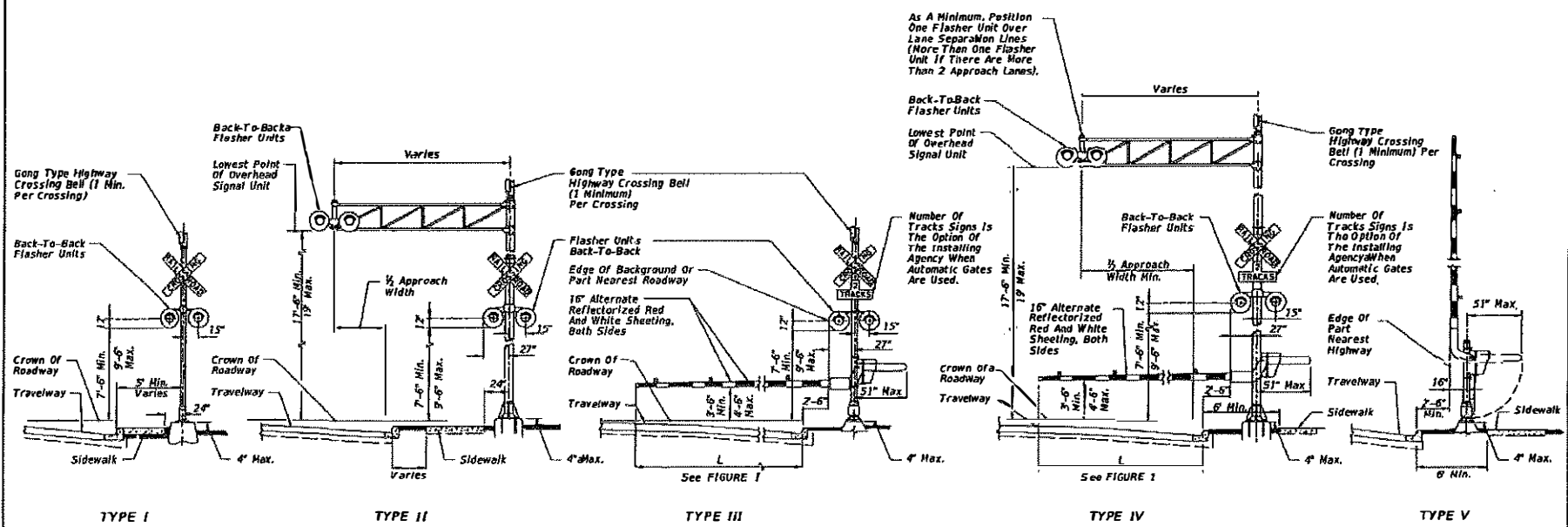
ACUTE ANGLE (AND RIGHT ANGLE)
SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)



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

NOTES:

- 1a The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
- 2 Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-0".
- 3 Location of railroad traffic control device is based on the distance available between face of curb & sidewalk, 0' to 8' - Locate device outside sidewalk. Over 8' - Locate device between face of curb and sidewalk.
- 4 Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
- 5 When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 17'-6" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

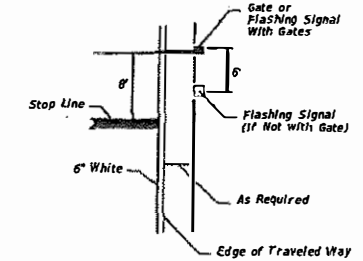
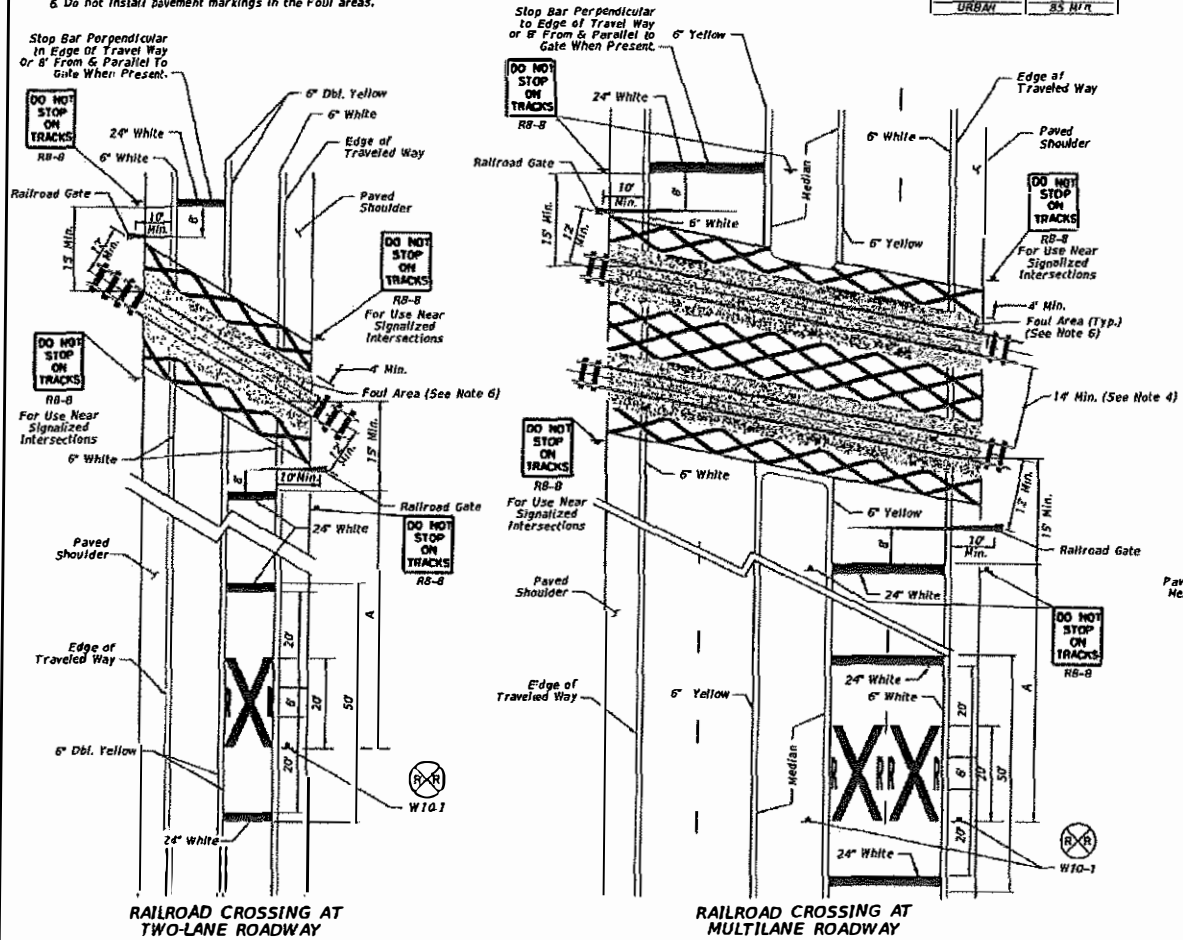
Page 20 of 24
 11/01/17

LAST REVISION 11/01/17	DESCRIPTION:	FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 2 of 4
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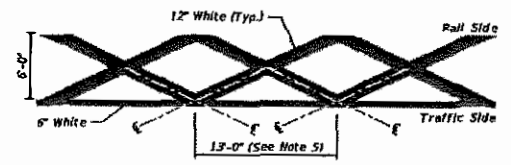
NOTES:

1. Place an additional W10-1 sign where Intersections occur between the R/R pavement message and the tracks.
2. Place FTP-61-06 or FTP-62-06 sign 100' in advance of crossing for urban conditions and 300' in advance of crossing for rural conditions. See Index 700-102 for sign details.
3. Install Railroad Dynamic Envelope Pavement Markings only when called for in the Plans.
4. Do not install pavement markings when the distance between tracks is less than 14'.
5. The transverse dimension for the RDE "X" may be reduced to the lane width for two-lane roadways without shoulders or when shown in the Plans.
6. Do not install pavement markings in the Foul areas.

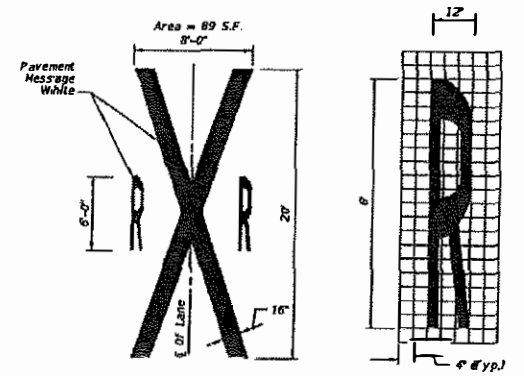
Design Speed (mph)	Distance "A" (ft)
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 W17



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES



RAILROAD DYNAMIC ENVELOPE (RDE) PAVEMENT MARKING DETAIL



RAILROAD CROSSING PAVEMENT MESSAGE

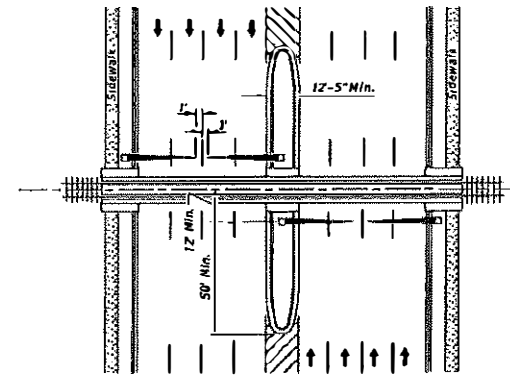
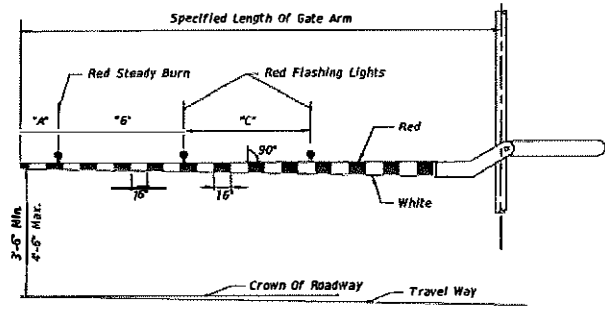
Page 21 of 24

LAST REVISION 02/11/20 DESCRIPTION: Added railroad Dynamic Envelope Pavement Marking Details.

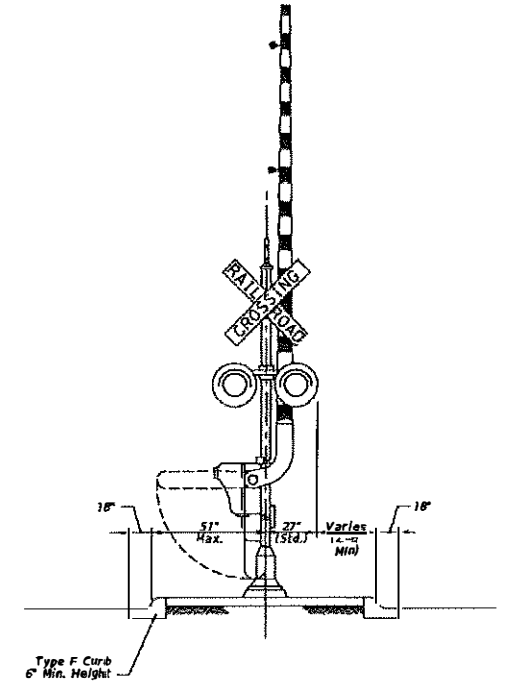
FDOT FY 2020-21 STANDARD PLANS

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

INDEX SHEET 509-070 3 of 4



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: REVISION	FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 4 of 4
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
 ANNUAL MAINTENANCE COSTS**

725-080-41
 RAIL
 06/21

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
	Palm Beach Lakes Blvd	Palm Beach		

COMPANY NAME: _____

A. FDOT/AAR XING NO.: 628118D RR MILE POST TIE: SX 969.06

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	\$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$9,759.00

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

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

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

Palm Bch Lakes Crossing Rehab OOM: 628118D; MP 969.06		
Item	Description	Costs
1	RAILROAD-HIGHWAY ROAD CROSSING CONSTRUCTION - TRACK WORK	\$498,134.97
2	RAILROAD-HIGHWAY ROAD CROSSING CONSTRUCTION - ROADWAY WORK	88,879.57
	Construction Total	\$587,014.54
	Design/Ice	\$53,360.56
	CEI	\$53,360.56
	Grand Total	\$693,735.66

Latest construction cost estimate recieved by SFRTA on June 5, 2023 as provided in an e-mail from FDOT June 14, 2023.