

**FLORIDA EAST COAST RAILWAY L.L.C.
AGREEMENT FOR SYNCHRONIZATION
OF GRADE CROSSING AND TRAFFIC CONTROL DEVICES**

THIS AGREEMENT, made and entered this _____ day of _____, 2021, by and between the **Florida East Coast Railway L.L.C.**, a corporation organized and existing under the laws of FLORIDA, with its principal place of business in the city of **Jacksonville**, County of, **Duval** State of **FLORIDA**, hereinafter called the **COMPANY**; and the **CITY of Fort Lauderdale** a political subdivision of the State of **FLORIDA**, hereinafter called the **CITY**.

WHEREAS, train-activated Railroad Grade Crossing Traffic Control Devices, hereinafter called “crossing devices”, presently exist or shall be installed at the railroad/highway grade crossing on SW 17th Street, which crosses at grade the right of way and track(s) of the COMPANY’S Mile Post 342.55 (+2916 feet) in or near Fort Lauderdale, Florida; and

WHEREAS, an existing or proposed highway-to-highway intersection exists adjacent to or in close proximity to the aforementioned grade crossing: and, the **CITY**, in the interest of safety, desire that the crossing devices be synchronized with existing and/or proposed highway traffic signal devices, hereinafter called “highway devices”, so as to assist highway traffic to avoid entrapment on the grade crossing upon the approach of trains, and to provide for improved operational efficiency of the highway system during train passage.

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

1. The **COMPANY**, at the **CITY’S** expense, will furnish a preemption synchronization circuit of the “closed loop fail safe design principle” to a common cable junction box and install other equipment necessary to provide **17** seconds total preemption time, with **00** of those seconds to be advanced preemption, all as requested by **CITY** as shown on Exhibit D, attached hereto and made a part thereof.
2. The **CITY**, at its sole expense, will install or have installed all cable, circuitry and related equipment, required to operate the highway devices in a coordinated and synchronized manner; will provide the connecting cable from the highway devices to the common cable junction box with sufficient cable to be connected to terminals in the railroads control case and will configure the preemption circuit with its system whereby a failure of the highway devices will not cause an unsafe condition as detailed in **CITY** plans, and attached hereto as Exhibit A, and by this reference made a part hereof. The **COMPANY** shall at the **CITY’S** sole expense install the conduit under their track structure, and the common cable junction box for connecting cable from the highway devices. All work to be in accordance with the “Specifications for Installation of Traffic Signal Synchronization Along Florida East Coast Railway right of way” appended hereto as Exhibit C and by this reference made a part hereof.
3. The common cable junction box and inter-connecting cable shall be deemed the property of the **CITY**, and shall be maintained by the **CITY**.
4. The **CITY**, at its expense, will construct, operate and maintain the highway devices and agrees to give the **COMPANY** sufficient notice prior to making any changes in the operation thereof which, in any way, might affect the coordination features of the crossing devices. In the event said highway devices, and/or coordinating facilities of the **CITY** become inoperative, **CITY** will notify railroad and restore or repair such devices and/or facilities promptly, and use other means including, traffic control personnel or law enforcement personnel to control the flow of traffic at the traffic signal locations at any time the Highway Devices or pre-emption are inoperative so as to clear the highway/railroad grade crossing before the approach of trains.
5. The **COMPANY**, at its expense, will operate and maintain the crossing devices, overhead trusses and cantilevers and likewise agrees to give the **CITY** sufficient advance notice prior to making any changes in the operation thereof which, in any way, would affect the coordination features of the **CITY** maintained **HIGHWAY DEVICES**. In the event said crossing devices and/or coordination facilities of the **COMPANY** become inoperative, **COMPANY** will notify the **CITY** and restore or repair such devices and/or facilities promptly.
6. Attached hereto as Exhibit B, and by this reference made a part hereof, is an estimate of the cost thereof payable to the **COMPANY** by the **CITY** in the amount of \$ 89,330.00.

7. Subject to the limitations set forth in Section 768.28, Florida Statutes, the cost of any adjustment, relocation of cable, circuitry, and related equipment as related to the **CITY'S HIGHWAY DEVICES**, upon written notice from the **COMPANY**, that the relocation is necessary due to railroad operations, including, but not limited to, track relocation, maintenance, or replacement, or because of changes or additions to the **COMPANY'S** train control signals or communication equipment, shall be borne by the **CITY**. Notwithstanding the foregoing provision, the City does not waive the sovereign immunity rights as provided by Florida law.
8. Subject to the limitations set forth in Section 768.28, Florida Statutes, the parties agree that the **CITY** shall have and assume sole responsibility and liability for personal injury and property damage, or loss resulting from or related to the presence or the operation and functioning, or the failure thereof, of the **HIGHWAY DEVICES** placed on or interconnected to the **COMPANY'S** facilities or equipment. The parties agree that the **COMPANY** shall have and assume sole responsibility and liability for personal injury and property damage or loss resulting from the operation and functioning, or failure thereof, of the **RAILROAD DEVICES** that are specified in other paragraphs of this agreement. Neither the **CITY** nor the **COMPANY** shall be responsible or liable for personal injury or property damage or loss where the failure or improper operation of their respective devices are caused solely as a result of the malfunction of the other party's devices. Notwithstanding the foregoing provision, the City does not waive the sovereign immunity rights as provided by Florida law.
9. The **CITY** will be responsible for claims and demands arising out of the work undertaken by the **CITY** pursuant to this agreement due to the negligent actions, done or committed by the **CITY**, its contractors, employees, agents, or representatives in connection with the work done on the project site or the interconnected systems respectively. The **COMPANY** will be responsible for claims and demands arising out of the work undertaken by the **COMPANY** pursuant to this agreement due to the negligent actions, done or committed by the **COMPANY**, its contractors, employees, agents, or representatives in connection with the work done on the project site or the interconnected systems respectively.
10. Either party may make changes to their own equipment in any manner and agree to reimburse the other party for any expenses incurred by the other party as a result of such changes. 72 hours notice shall be given prior to work, which will have an effect on the other party.
11. If for any reason the interconnection system is damaged or destroyed by a third party, the **CITY** agrees to reimburse the **COMPANY** for 100% of actual cost not covered by the insurance or indemnification of the third party, in the repair or replacement, including all materials, equipment, and labor for said repairs or replacement of the system.
12. In the event of damage to the interconnection system, the **CITY** agrees to reimburse the **COMPANY** for 100% of actual cost for the repair or replacement, including all materials, equipment, and labor for said repairs or replacement of the system.
13. Upon completion of the work, the **COMPANY** shall, within one hundred eighty (180) days, furnish the **CITY** 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 allow 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.

Upon receipt of invoices, prepared in accordance with the provisions of the above-indicated Reimbursement Policy the **CITY** agrees to reimburse the **COMPANY** in the amount of such actual costs.
14. If there is any existing contract between the **COMPANY** and either the **CITY** or a third party, by which this grade crossing is opened or maintained, or by which other crossing devices or highway devices are installed and maintained, then that contract shall remain in full force and effect, except when in conflict with this synchronization agreement.
15. This agreement is of an indefinite, but non-perpetual duration and shall terminate upon the removal of the aforementioned rail-highway grade crossing or upon removal of either the highway devices or crossing devices.
16. In the event any of the parties hereto desire an assignment of this agreement, it shall be said party's responsibility to obtain written acceptance of the assignment by the new party to the 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.

COMPANY: FLORIDA EAST COAST RAILWAY COMPANY L.L.C.

BY: _____

TITLE: _____

CITY OF: FORT LAUDERDALE, FLORIDA

As to form:

BY: _____
Rhonda Montoya Hasan
Assistant City Attorney

CITY OF: FORT LAUDERDALE, FLORIDA

BY: _____
Christopher Lagerbloom
City Manager

CONTRACT PLANS

CITY OF FORT LAUDERDALE FIRE STATION NO. 8 1717 SW 1ST AVENUE EMERGENCY VEHICLE SIGNAL PLAN



INDEX OF SIGNALIZATION PLANS

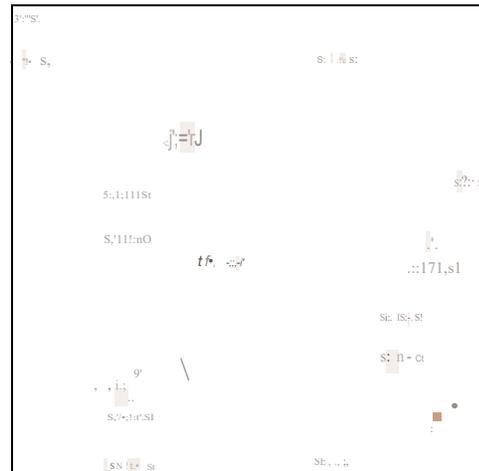
SHEET NO.	SHEET DESCRIPTION
7-1	KEY SHEET
1-1	TABULATION OF QUANTITIES
1-2	GENERAL NOTES
1-3	GENERAL NOTES
1-4	GENERAL NOTES
1-5	SIGNALIZATION PLAN
1-6	W/STAIR TABULATION
1-7	STANDARD MAST ARM ASSEMBLY DATA TABLE
1-8	REPORT OF CORE BORINGS
T-10	FEC RAILROAD VERTICAL SIGHT DISTANCE
T-11	FEC RAILROAD HORIZONTAL SIGHT DISTANCE

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE FOLLOWING MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD): FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (STANDARD SPECIFICATIONS), FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (STANDARD INDEXES), ALL SUPPLEMENTS THERETO, BROWARD COUNTY ENGINEERING MINIMUM STANDARDS AND SIGNALIZATION DESIGN REQUIREMENTS, TRAFFIC CONTROL EQUIPMENT SPECIFICATIONS AND STANDARDS.

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA STANDARDS OF TRANSPORTATION 2016
DESIGN STANDARDS, DATED JANUARY 2017, AND
STANDARD SPECIFICATIONS FOR ROAD
AND BRIDGE CONSTRUCTION, DATED 2016,
AS AMENDED BY CONTRACT DOCUMENTS

SHOP DRAWINGS SHALL BE SUBMITTED TO ENGINEER OF RECORD:
MR. DAN TINTNER, P.E.
814 SOUTH MILITARY TRAIL
DEERFIELD BEACH, FL 33442



LOCATION MAP

N.J.S.

DATE:

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH
AND ARE GOVERNED BY THE STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION, ROADWAY AND TRAFFIC
DESIGN STANDARDS DATED 2016.

PREPARED FOR:

CITY OF FORT LAUDERDALE

PROJECT LOCATION

NOTE: SCALE OF THESE PLANS MAY HAVE CHANGED
DUE TO REPRODUCTION

EXHIBIT

EXHIBIT "B"



Estimate No.: 272564J - 08/05/2020

**Florida East Coast Railway
(FEC)**

**FT. LAUDERDALE, (Broward), FL
SW 17th Street**

DOT# : 272564J
RR MP.: 342.55 (+2916')

(REDUCED)

RAILROAD # : 2288329
XORAIL# : 108871

Summary

CROSSING WARNING SYSTEM	\$78,330.00
(Includes all design, requisition, labor, materials, shop wiring, and installation)	
Includes additional Bore and Jct Box for City Use Interconnect (to be City owned at completion)	
CROSSING SURFACE/RESURFACE	\$0.00
(Includes all design, requisition, labor, materials, and installation)	
TRACK GRADE AND REHABILITATION	\$0.00
(Includes all design, requisition, labor, materials, and installation)	
RAILROAD ENGINEERING	\$3,500.00
(Includes RAILROAD Labor for Reviewing Engineering Authorizations, Field Inspections and Administrative Labor)	
PRELIMINARY ENGINEERING (Phase 1)	\$7,500.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
AGREEMENTS & APPROVALS (Phase 2)	\$5,000.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
CONSTRUCTION ENGINEERING (Phase 3)	\$1,000.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
CONSTRUCTION ENGINEERING INSPECTION (CEI)	\$3,000.00
(Estimated Construction Engineering Inspection cost based on 3 days @ \$1500 per day)	
AC POWER SERVICE	\$0.00
(Includes all Power Service Charges not included in other costs)	
OTHER (Description Required)	\$0.00
<hr/>	
TOTAL ESTIMATE COST	\$98,330.00 (USD)
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PRE-PAID - PE Fees - Check# 666211 dated 12/06/2018 (less \$1000 Application Fee):	-\$4,000.00
PRE-PAID - PE Fees - Check# 667852 dated 01/31/2019:	-\$5,000.00
Remaining Funding required to proceed with project:	\$89,330.00

DATE: 08/05/2020

RESPONSIBLE PARTY:

Name: **City of Ft. Lauderdale, FL**
Number: **BCHCED Ref# 170808001**
Contact: **Thomas Hall (Thomas Hall, Inc.)**

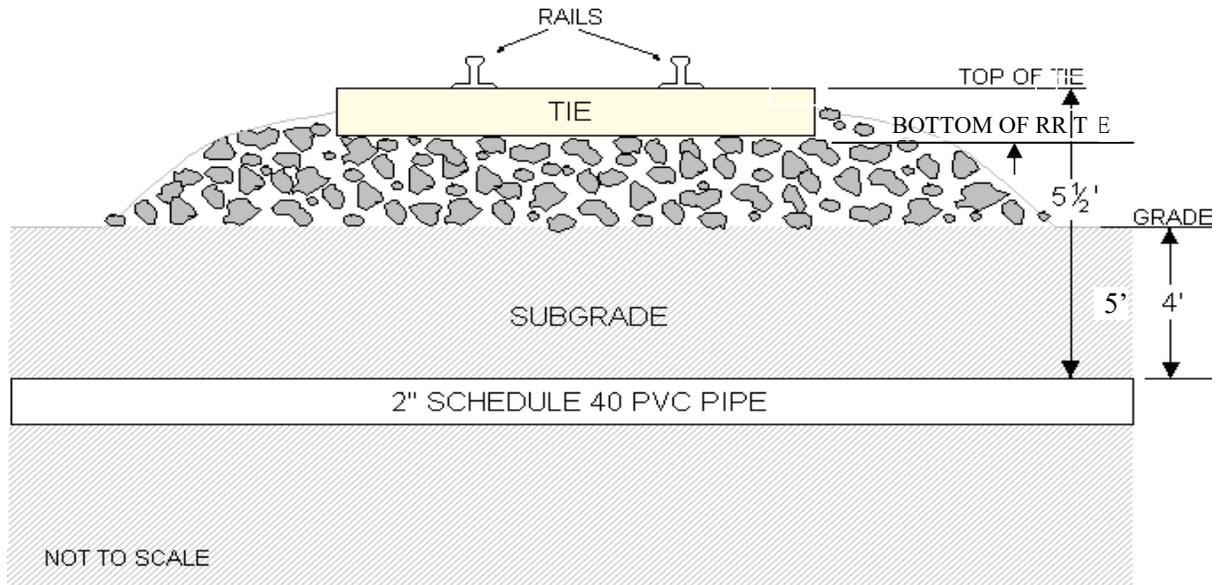
NOTE : This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.

This Estimate DOES NOT include Railroad Watchman/Flagging Cost. Due to the unknow duration or schedule of the Roadway Contractor, this cost is NOT Included and must be considered and will be the responsibility of the Funding/Responsible Agency.

PRELIMINARY ESTIMATE

EXHIBIT "C"

Specifications for the Installation of Traffic Signal Synchronization Along Florida East Coast Railway right of way.



- 1) All traffic signal synchronization interconnection cable must be incased in conduit. The conduit is to be a schedule 80 Polyvinyl Chloride (PVC) or equivalent.
- 2) The conduit will be installed by Jack and Bore, or Directional Bore under the track structure at a minimum depth of five and one half (5 ½) feet below bottom of tie. In addition, a minimum depth of four (5) feet below grade will be maintained for the duration of the conduit run while on the right of way.
- 3) The conduit will end in an at grade interconnecting pull box, provided by the installing agency or designated representative, and situated not greater than five (5) feet from the Railroad's instrument case.
- 4) The interconnection circuitry must be such that any break in the circuit will cause the traffic signal to enter the preemption mode.
 - A. All new installations will utilize a dual break circuit design consisting of 1 set of normally closed dry contacts in line with the signal control hot or positive leg and 1 set of normally closed dry contacts in line with the signal control return or negative leg.
 - B. In existing locations where a single break circuit is utilized, the control signal being sent to the Railroad's instrument case must be at a potential other than neutral or ground.
- 5) The Railroad will provide and maintain one or two sets of normally closed dry contacts as required by approved circuit design. They will also provide and maintain the cable and conduit between the pull box and the grade crossing instrument case.
- 6) Any deviation or modifications to these specifications must be approved, in advance, by the Vice President, Engineering and the Chief Engineer, Signal and Communications.

EXHIBIT "D"



**CITY OF
FORT LAUDERDALE**



October 9, 2019

Joseph (Leslie) Schonder –Public Projects Engineer
Florida East Coast Railway
7150 Philips Highway
Jacksonville, Florida 32256

SW 17th Street
Roadway Design Sta. 5+09 (0.0' Rt.) =
Florida East Coast Railway (FEC)
FEC Val-Map Sta. 18083+77.5
SW 17th Street
AARDOT# 272564J
RR MP: 342.55 (+2916')

Re: 170223 – City of Fort Lauderdale Fire Station No. 8 (1717 SW 1st Avenue) P10909
Emergency Vehicle Signal Plan

Dear Mr. Schonder:

The City of Fort Lauderdale will require a total of 17 seconds minimum of Pre-Emption timing from Railroad Pre-Emption Notification of train approach, to Train Arrival at the Crossing. This time will consist of 0 seconds Advanced Pre-Emption and 17 seconds of Simultaneous Pre-Emption for a Total Time of 17 seconds.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Sincerely,

Paul Berg, ICMA-CM
Director of Public Works

Cc: Jill Prizlee, PE, Chief Engineer
Omar Castellon, PE, Chief Engineer
Marlon Lobban, PE, Senior Engineer
Chris Lagerbloom, City Manager
Rhonda Hasan, Assistant City Attorney

PUBLIC WORKS DEPARTMENT

100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301
TELEPHONE (954) 828-5772, FAX (954) 828-5074

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