Page 1 of 13 Last Modified: May 2021

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

	Financial Project	Road Name or	City Name	Parcel & R/W	FAP Number
	I.D.	Number	-	Number	
		Sistrunk Blvd	Ft. Lauderdale		
_					

THIS AGREEMENT, made and entered into this _______day of _______, _____by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT; the CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, acting by and through its City Commission, hereinafter called the CITY; 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 SFRTA.

WITNESSETH:

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

WHEREAS, the DEPARTMENT and CSXT entered into an Operating and Management Agreement Phase A (OMAPA) pertaining to the line of railroad between West Palm Beach and Miami, Florida and related properties on May 11, 1988 (the "Phase A Agreement"), pursuant to which CSXT managed and maintained the SFRC property on behalf of the DEPARTMENT until March 28, 2015, and

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

WHEREAS, the DEPARTMENT and SFRTA entered into the SFRC Operating Agreement ("Operating Agreement") on June 13, 2013, by which 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, 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 <u>SX 1011.63</u>, FDOT/Association of American Railroads (AAR) Crossing Number <u>628194W</u> at or near the City of Ft. Lauderdale, Florida and within the CITY'S right-of-way, as shown on the Project Location Sheet, attached hereto and made a part hereof, and

WHEREAS, the **CITY** 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:

 SFRTA shall perform work based on the categories selected below, within the CITY'S right-ofway along the SFRC, over its tracks at the above-referenced location, herein referred to as the ("Project").

(a) X Surface Work

If crossing surface work is required for the Project, **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will construct at **CITY'S** sole cost and expense a Standard Railroad Crossing Type <u>C - Concrete</u> 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 **CITY**. In accordance with the Operating Agreement and the SFOMA Agreement, upon completion of the crossing, **SFRTA** shall be responsible for the following:

- 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.
- 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. The CITY shall be responsible for the maintenance of the highway roadbed and surface outside the railway ties that are within the CITY'S right-of-way. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that if the CITY does not properly maintain the highway roadbed and surface outside the railroad ties, then SFRTA may, at its option and upon notification to the CITY, perform such maintenance work and bill the CITY directly for costs thus incurred. All costs required for any subsequent reconstruction or rehabilitation of the crossing within the CITY'S right-of-way, as may be requested by any of the parties to this Agreement, shall be the sole financial responsibility of the CITY. 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, **SFRTA**, shall provide, furnish, or have furnished, all necessary material required for, and will install at the **CITY'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 **DEPARTMENTS** 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 **CITY**.
- 3. The CITY 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 within the CITY'S right-of-way, or when at times SFRTA and/or the DEPARTMENT agree that such a service is necessary.
- 4. The CITY 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 within the CITY'S right-of-way, 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 CITY.
- 5. It is understood and agreed that, if the Project, is at **CITY** expense, the **CITY** 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, SFRTA shall, within one hundred eighty (180) days, furnish the CITY 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 CITY shall reimburse 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 invoice to **SFRTA'S** records, accounts, and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the **CITY**. Upon receipt of invoices, prepared in accordance with the above reimbursement provisions, the **CITY** agrees to reimburse **SFRTA** in the amount of the actual costs approved by the **CITY'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, 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 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.

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 **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 **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.

Page 7 of 13 Last Modified: May 2021

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 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 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

CAM 23-0506 Exhibit 1

Page 8 of 13 Last Modified: May 2021

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)):

- The cost of maintaining all signals at the crossing shall be allocated as follows; fifty percent (50%) 17. of the expense thereof in maintaining the same shall be borne by the CITY, and fifty percent (50%) of the cost shall be borne by 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. The CITY shall submit 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 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. SFRTA agrees that any future relocation or adjustment of said signals shall be performed by 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 **CITY** 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 <u>Sistrunk Blvd</u>. 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. Each party agrees to be fully responsible for its own acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to nor shall be construed as a waiver of either party's sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.
- 23. **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) DEP	ARTMEN	IT Procedure 725-0	080-002	Appendix [0.4 and F	Rule 14-
57.011	"Public	Railroad-Highway	Grade	Crossing	Costs",	Florida
Administ	trative Co	ode,		_		
(B) Fede	ral Highv	vay Administration's	s Federa	ıl Aid-Highv	vay Policy	/ Guide,
23 C.F.F	R. Subcha	apter B, Part 140, St	ubpart I;	and 23 C.F.	R. Subch	apter G.
Part 646	. Subpar	t 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.

- 24. 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 \$739,200.00. All work performed by 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.
- 25. The **DEPARTMENT** has determined that the method to be used by **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.
- 26. The **DEPARTMENT** reserves the right to unilaterally cancel this agreement for refusal by the CITY or SFRTA for refusal to allow public access to all documents, or other material subject to the provisions of Chapter 119, Florida Statutes.
- 27. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby granted to the CITY shall thereupon cease and terminate and the CITY will, at its sole cost and in a manner satisfactory to SFRTA and the DEPARTMENT, remove said crossing and restore the SFRC property to the condition previously found, provided that SFRTA may, at its option, remove the said crossing and restore its property, and the CITY will, in such event, upon bill rendered, pay to SFRTA the entire cost incurred by it in such removal and restoration.
- 28. 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.

29. 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

Page 11 of 13 Last Modified: May 2021

 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.

- 30. 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 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 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
- 31. 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 SFRTA pursuant thereto. 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.

32. 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.

33. 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.

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

35. 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.

36. 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.

37. If the Operating Agreement between the DEPARTMENT and SFRTA ceases to exist, the

responsibilities of SFRTA may be assigned to a party operating the railroad.

[Remainder of page left intentionally blank.]

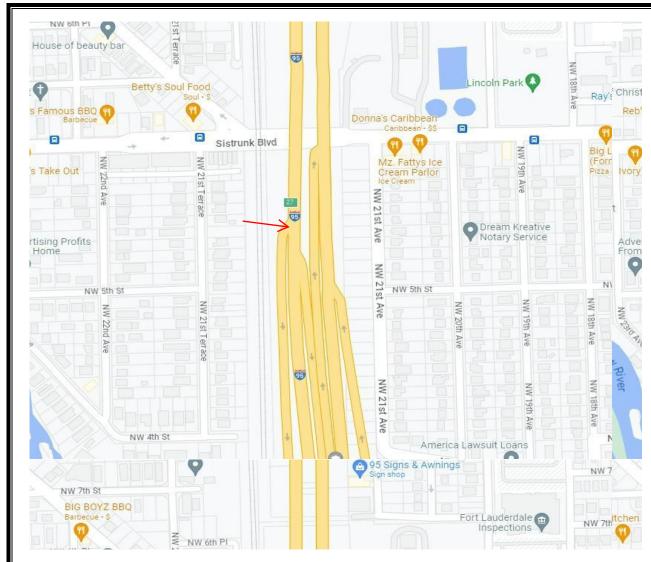
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

SFRTA South Florida Regional Transportation Authority, a politic and corporate and an agency of the State of Florida. By: SFRTA Executive Director 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 Legal Review/Approved as to form: By: Francine Steelman, D-4 Assistant General Counsel CITY OF FORT LAUDERDALE, a municipality of the State of Florida By: Dean Trantalis, Mayor Greg Chavarria, City Manager day of , 2023 _____ day of ______, 2023 Legal Review/Approved as to form: D'Wayne M. Spence, Interim City Attorney By: Kimberly Cunningham Mosley, Assistant City Attorney ATTEST:

BY:

David R. Soloman, City Clerk

PROJECT LOCATION SHEET (COMPOSITE PGS 1 OF 2)



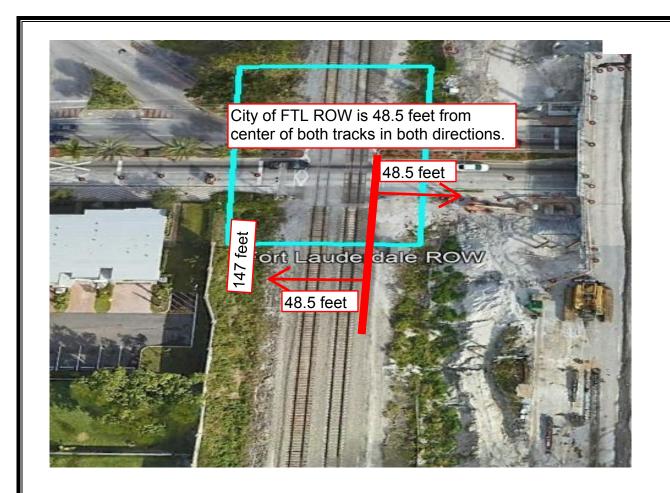
LOCATION MAP

SFRTA

LOCATION: Sistrunk Boulevard

COUNTY: Broward
FINANCIAL PROJECT NO.: N/A
CROSSING NO.: 628194W
RAILROAD MILEPOST: SX 1011.63

PROJECT LOCATION SHEET (COMPOSITE PGS 2 OF 2)





LOCATION MAP

City of Fort Lauderdale right-of-way

LOCATION: Sistrunk Boulevard

COUNTY: Broward
FINANCIAL PROJECT NO.: N/A
CROSSING NO.: 628194W
RAILROAD MILEPOST: SX 1011.63

CROSSII	NG SURFACES
Туре	Definition
С	Concrete
R	Rubber
RA	Rubber/Asphalt
TA	Timber/Asphalt

STOP ZONE FOR	R RUBBER CROSSING
Design Speed (mph)	Zone Length (Distance From Stop)
45 Or Less	250'
50 - 55	350'
60 - 65	500'
70	600'

Notes:

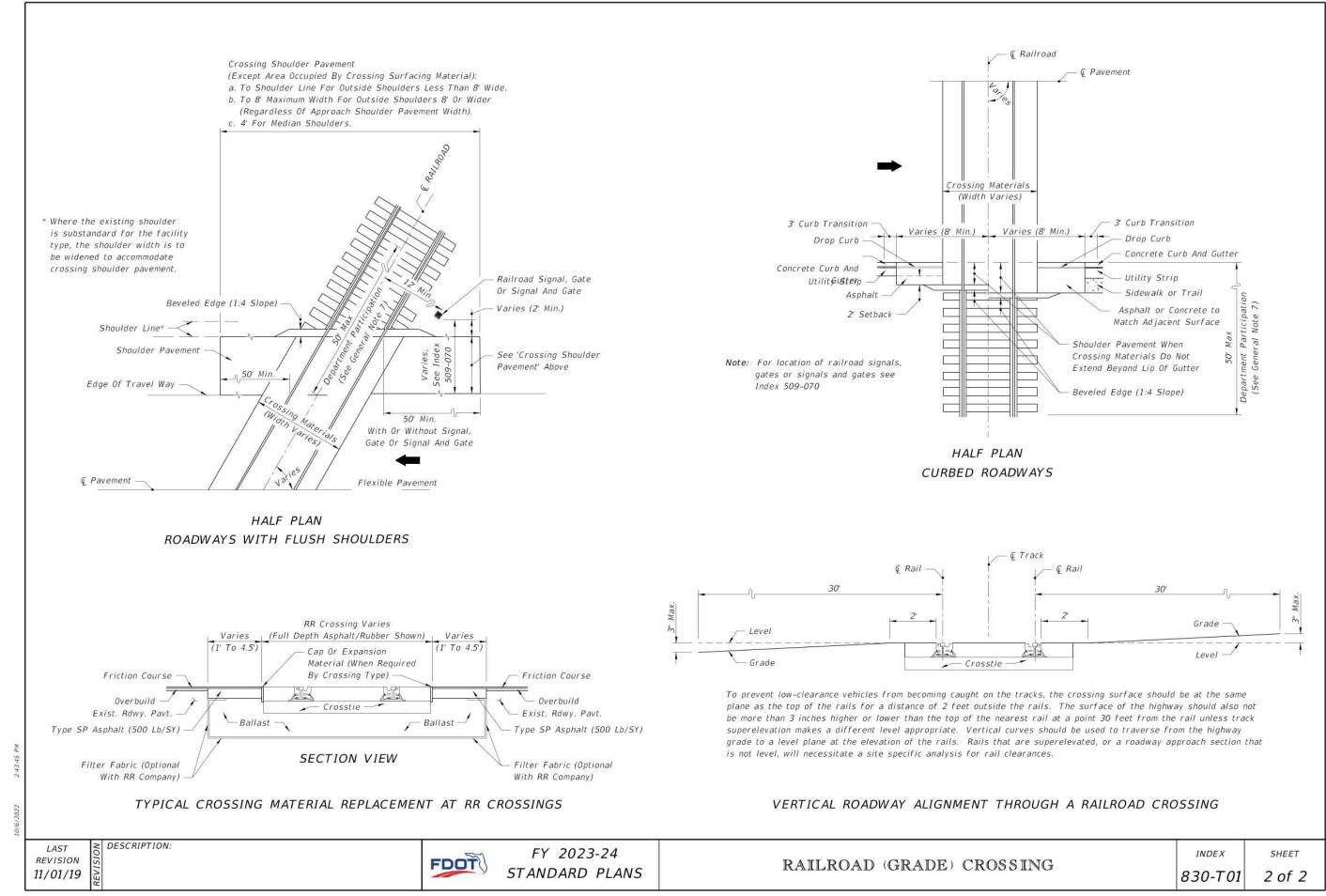
- 1. Type R Crossings are NOT to be used for multiple track crossings within zones for an existing or scheduled future vehicular stop. Zone lengths are charted above.
- 2. Single track Type R Crossings within the zones on the chart may be used unless engineering or safety considerations dictate otherwise.

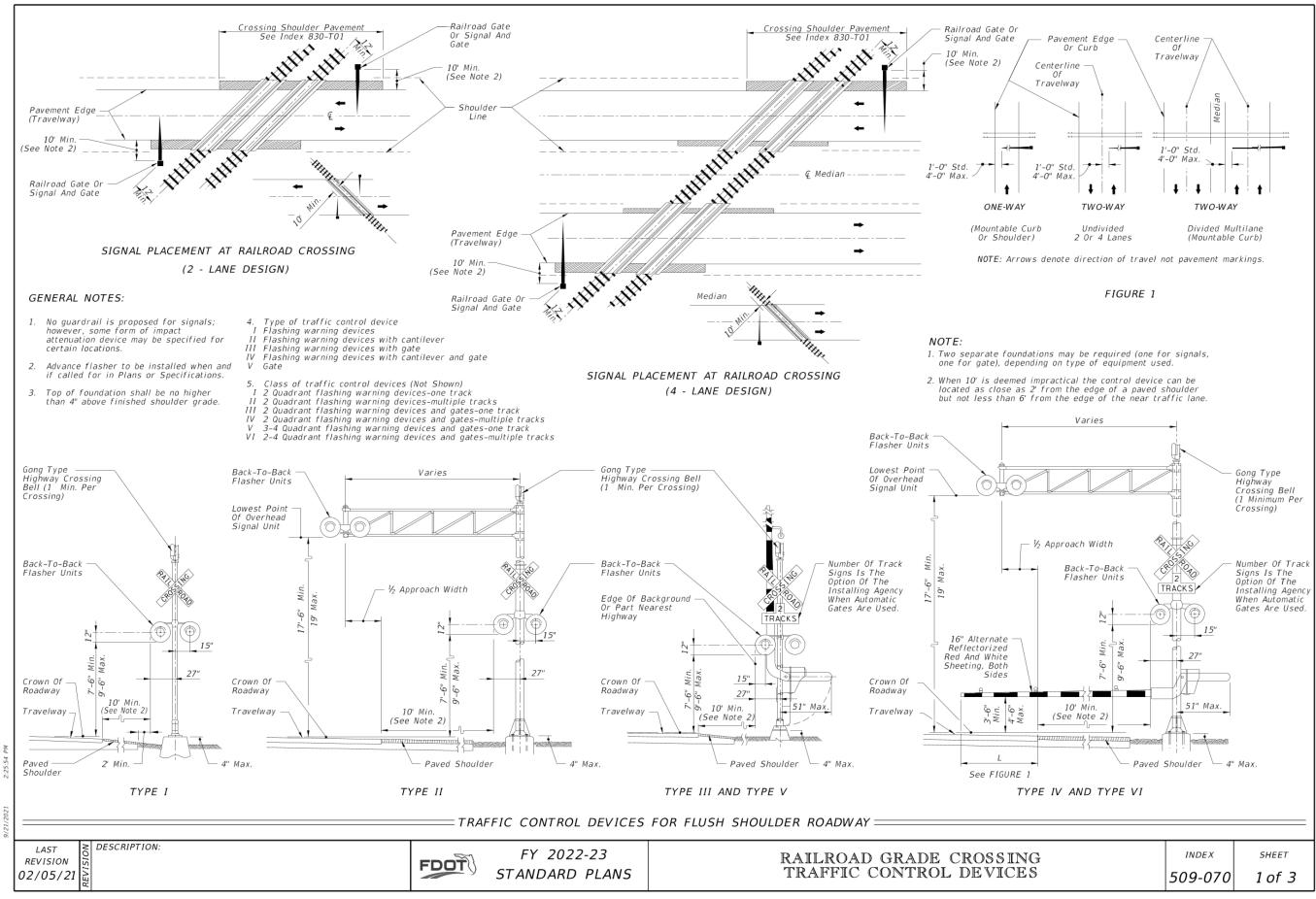
GENERAL NOTES:

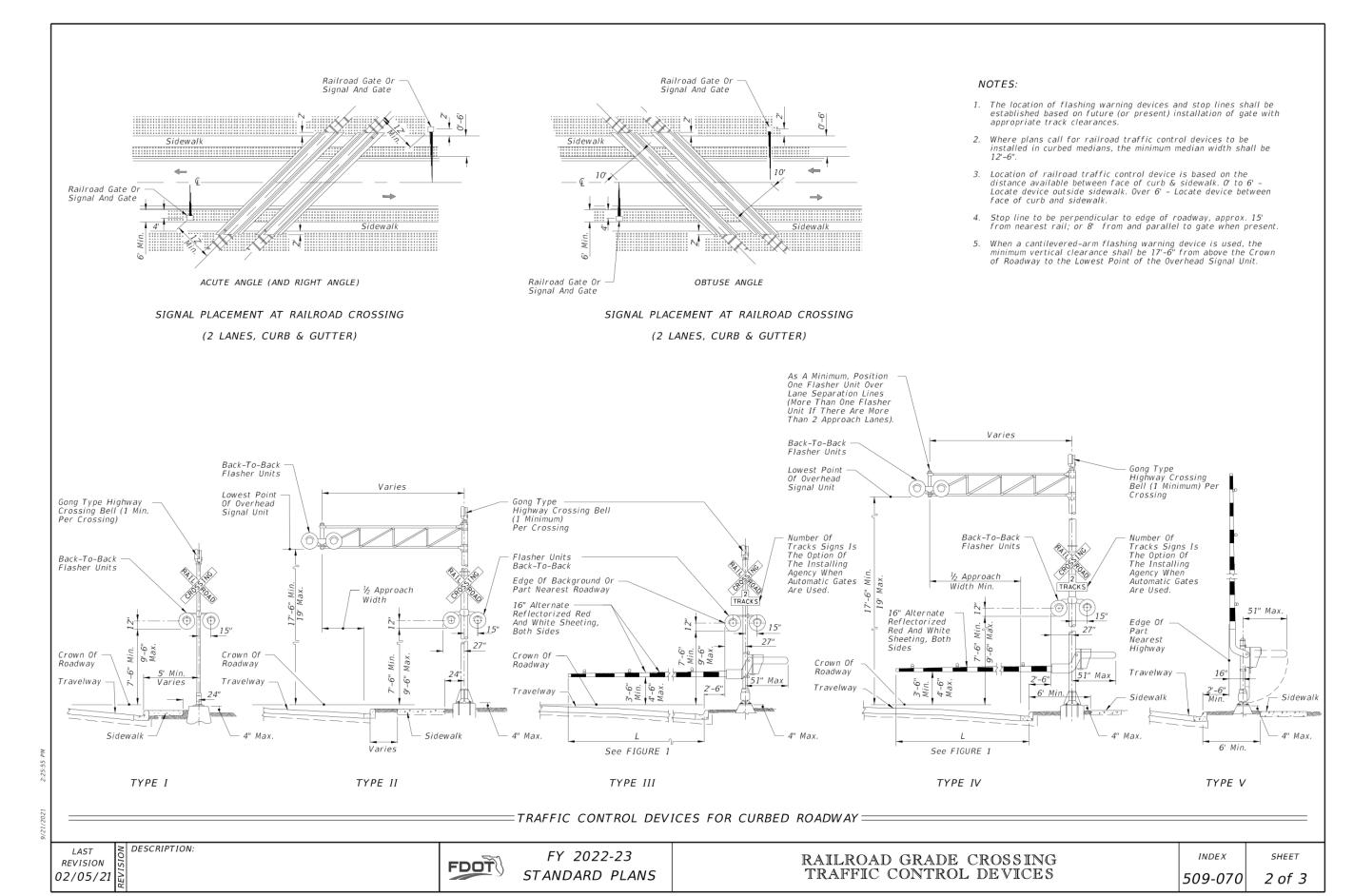
- 1. The Railroad Company will furnish and install all track bed (ballast), crossties, rails, crossing surface panels and accessory components. All pavement material, including that through the crossing, will be furnished and installed by the Department or its Contractor, unless negotiated otherwise.
- 2. When a railroad grade crossing is located within the limits of a highway construction project, a transition pavement will be maintained at the approaches of the crossing to reduce vehicular impacts to the crossing. The transition pavement will be maintained as appropriate to protect the crossing from low clearance vehicles and vehicular impacts until the construction project is completed and the final highway surface is constructed.
- 3. The Central Rail Office will maintain a list of currently used Railroad Crossing Products and will periodically distribute the current list to the District Offices as the list is updated.
- 4. The Railroad Company shall submit engineering drawings for the proposed crossing surface type to the Construction Project Engineer and/or the District Rail Office for concurrence along with the List of Railroad Crossing Products. The approved engineering drawings of the crossing surface type shall be made a part of the installation agreement.
- 5. Sidewalks shall be constructed through the crossing between approach sidewalks of the crossing. Sidewalks shall be constructed with appropriate material to allow unobstructed travel through the crossing in accordance with ADA requirements.
- 6. Install pavement in accordance with the Specifications.
- 7. The Department will participate in crossing work, that requires adjustments to rail outside of the crossing, no more than 50 feet from the edge of the travel way.

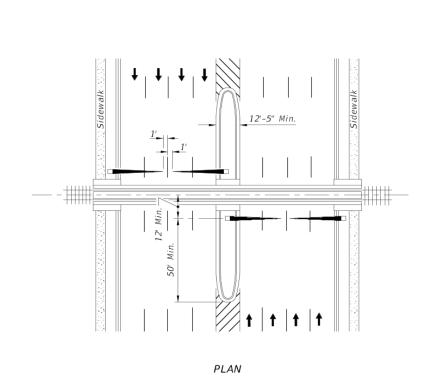
LAST REVISION 11/01/17

≥ DESCRIPTION:





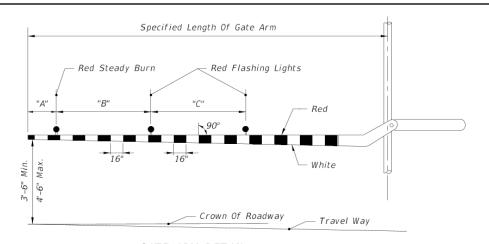




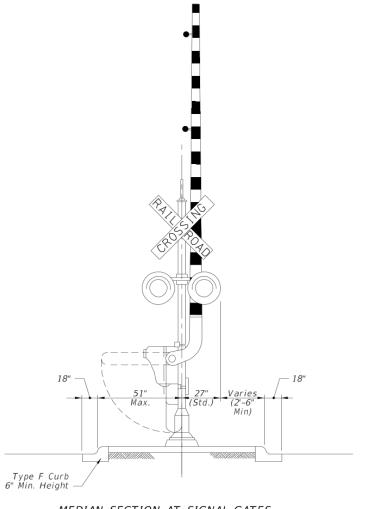
RAILROAD GATE ARM LIGHT SPACING				
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"	
14 Ft.	6"	36"	5'	
15 Ft.	18"	36"	5'	
16-17 Ft.	24"	36"	5'	
18-19 Ft.	28"	41"	5'	
20-23 Ft.	28"	4'	5'	
24-28 Ft.	28"	5'	5'	
29-31 Ft.	36"	6'	6'	
32-34 Ft.	36"	7'	7'	
35-37 Ft.	36"	9'	9'	
38 And 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".



GATE ARM DETAIL



MEDIAN SECTION AT SIGNAL GATES

- Gate or Flashing Signal With Gates Flashing Signal (If Not with Gate) 6" White As Required

Edge of Traveled Way = RELATIVE LOCATION OF CROSSING === TRAFFIC CONTROL DEVICES

= MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS =

(Three or More Driving Lanes in one Direction, 45 mph or less)

LAST REVISION 02/05/21

≥ DESCRIPTION:

FDOT

FY 2022-23 STANDARD PLANS

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

INDEX 509-070

SHEET 3 of 3

220 Railroads

220.1 General

This chapter provides requirements for highway-railroad crossings on the State Highway System.

220.1.1 Railroad Companies

State-owned rail corridors include the Central Florida Rail Corridor and South Florida Rail Corridor.

Railroad companies currently operating in the state of Florida include:

- (1) CSX Transportation, Incorporated
- (2) Norfolk Southern Corporation
- (3) Florida East Coast Railway Company

Short line railroad companies and terminal switching companies also operate in the state of Florida.

220.1.2 Work Near or Within Railroad R/W

A flagger must be present while any work within railroad R/W is being performed. Railroad companies often impose additional requirements as deemed necessary.

When roadway improvements are adjacent, near, above, or below the railroad R/W, there is potential for impacts to the railroad during construction or for construction materials and equipment to foul the tracks.

220.1.3 Required Coordination

Coordinate projects within or near railroad R/W as follows:

(1) New at-grade railroad crossings must be permitted in accordance with **Section 335.141**, **Florida Statutes (F.S.)**. Early coordination with the Central Office is required concerning the Rail Crossing Opening/Closure Program.

- (2) Coordinate the design of traffic control devices with the District Rail Coordinator who will then coordinate with the railroad company. Warning devices that are on within railroad R/W or interact with trains are installed by the railroad company.
- (3) Coordinate with the District Traffic Operations Engineer to determine if a preemptive system is required.
- (4) Coordinate with the Department's Central Office Freight and Multimodal Operations Office to determine if a highway-railroad at grade crossing is located within a designated Quiet Zone.
- (5) Coordinate with the District Rail Coordinator when a waiver is being considered for standard lateral offset requirements for structures; see *FDM 220.3.2*.

Some railroads may require an increase in Railroad Protective Liability Insurance greater than what is provided in the <u>Standard Specifications</u>. The District Specifications Engineer and the District Rail Coordinator will develop a Modified Special Provision and submit it through the Central Specifications Office for special processing. For projects involving CSX Railroad use Special Provision SP0071303.

Modification for Non-Conventional Projects:

Delete **FDM 220.1.3** and see RFP for requirements.

220.2 Highway–Railroad At-Grade Crossing

The roadway should cross the railroad at an angle of or near 90 degrees.

Selection of the warning devices to be used is a function of the geometrics of highway-railroad at-grade crossing (e.g., alignment, profile, sight distance, cross section of both the roadway and the railroad), available R/W, and proximity to signalized intersections.

A highway-railroad at-grade crossing with a high-profiled vertical geometry is considered a "hump crossing" and can adversely affect the safety and operations of road users, posing a risk of low-clearance vehicles and trailers (e.g., low-profile vehicles, vehicles with long wheelbase, "lowboy" towing trailers) becoming stuck on the tracks. A hump crossing is defined as an at-grade crossing not meeting the dimensions and description of the detail entitled, "Vertical Roadway Alignment Through A Railroad Crossings" contained in <u>Standard Plans</u>, *Index 830-T01*.

Ensure all new construction and reconstruction at-grade crossings are in accordance with **Standard Plans**, **Index 830-T01**. For existing humped crossings to remain, install a Low Ground Clearance Grade Crossing (MUTCD W10-5) warning sign with LOW GROUND CLEARANCE (W10-5P) plaque.

Design considerations are discussed in the <u>Florida Greenbook</u> and the **AASHTO Green Book**.

220.2.1 Traffic Control Devices

Traffic control devices (both roadway and pedestrian) for highway-railroad at-grade crossings consist primarily of signs, pavement markings, flashing light signals, and automatic gates. Consider the following when designing these devices:

- (1) Roadway type
- (2) Volume of vehicular traffic
- (3) Volume of railroad traffic
- (4) Speed of vehicular traffic
- (5) Volume of pedestrian and bicycle traffic
- (6) Crash data
- (7) Geometrics of the crossing

Evaluate highway-railroad at-grade crossings and any of the following as a network to avoid blocking the crossing:

- Stop condition
- Roundabout
- Reduction in the number of lanes

Standards and criteria for design, placement, installment and operation of traffic control devices are located in the <u>Manual on Uniform Traffic Control Devices (MUTCD)</u>, the Department's <u>Standard Plans</u>, and <u>Rule 14-57.013</u>, <u>Florida Administrative Code</u> (F.A.C.).

When warning signs or signals are used in advance of a highway-railroad at grade crossing, they must be placed so as not to obstruct the view of the crossing signals.

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.

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

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

Detail RDE pavement markings in the Plans in accordance with <u>Standard Plans</u>, **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.

- (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.
- (9) Consider extending the RDE markings beyond any railroad gates to reduce potential for railroad gates to close on top of stopped vehicles.

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

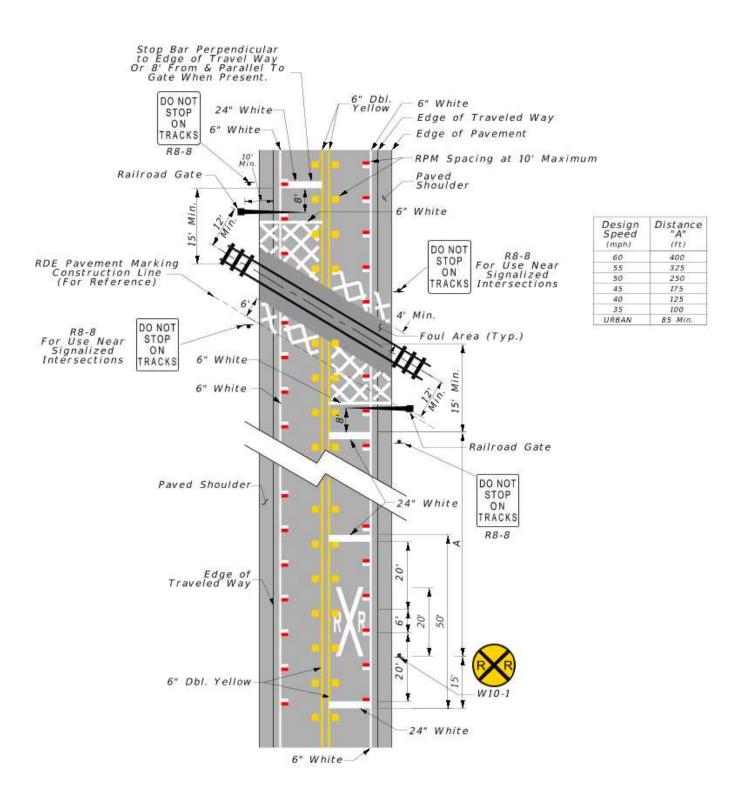
 For significantly skewed angles, corridor highway lighting for the following minimum distance: From stop bar to stop bar of each approach, then upstream and downstream for a Distance "A" plus 15 feet. For Distance "A", see table in Exhibit 220-1.

- 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 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.
- Ensure placement of all signs allow a clear sight line to all rail signal flasher units. Sight line distance requirements vary by rail company. Consult with the operating railroad for project-specific determination of sight line distance.

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>. Include W10-5 with W10-5P as described above in **FDM 220.2**.

RAILROAD CROSSING AT TWO-LANE ROADWAY



NOT TO SCALE

EXHIBIT 220-1 02/05/2021

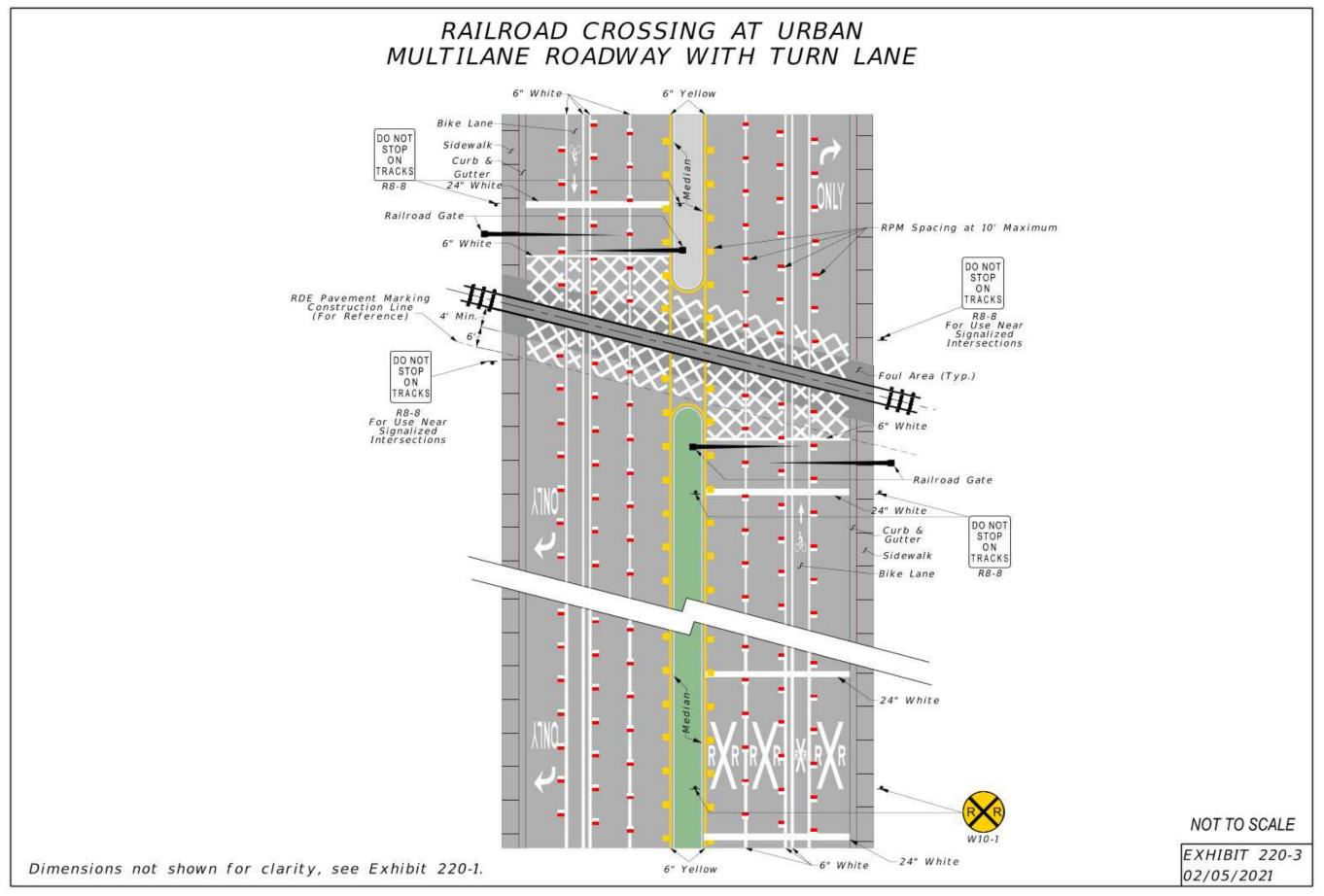
RAILROAD CROSSING AT MULTILANE ROADWAY Stop Bar Perpendicular to Edge of Travel Way Or 8' From & Parallel To Gate When Present. Edge of Traveled Way 24" White DO NOT Edge of Pavement STOP 6" White ON 6" White-Paved Shoulder TRACKS R8-8 RPM Spacing at 10' Maximum Railroad Gate-DO NOT STOP TRACKS 6" White R8-8 For Use Near Signalized Intersections Foul Area (Typ.) RDE Pavement Marking Construction Line (For Reference) DO NOT STOP ON TRACKS R8-8 For Use Near Signalized Intersections 6" White Railroad Gate 6" White Paved Shoulder DO NOT 24" White STOP ON TRACKS 6" White R8-8 Edge of Traveled Way Edge of Pavement 24" White-6" Yellow -6" White Dimensions not shown for clarity, see Exhibit 220-1.

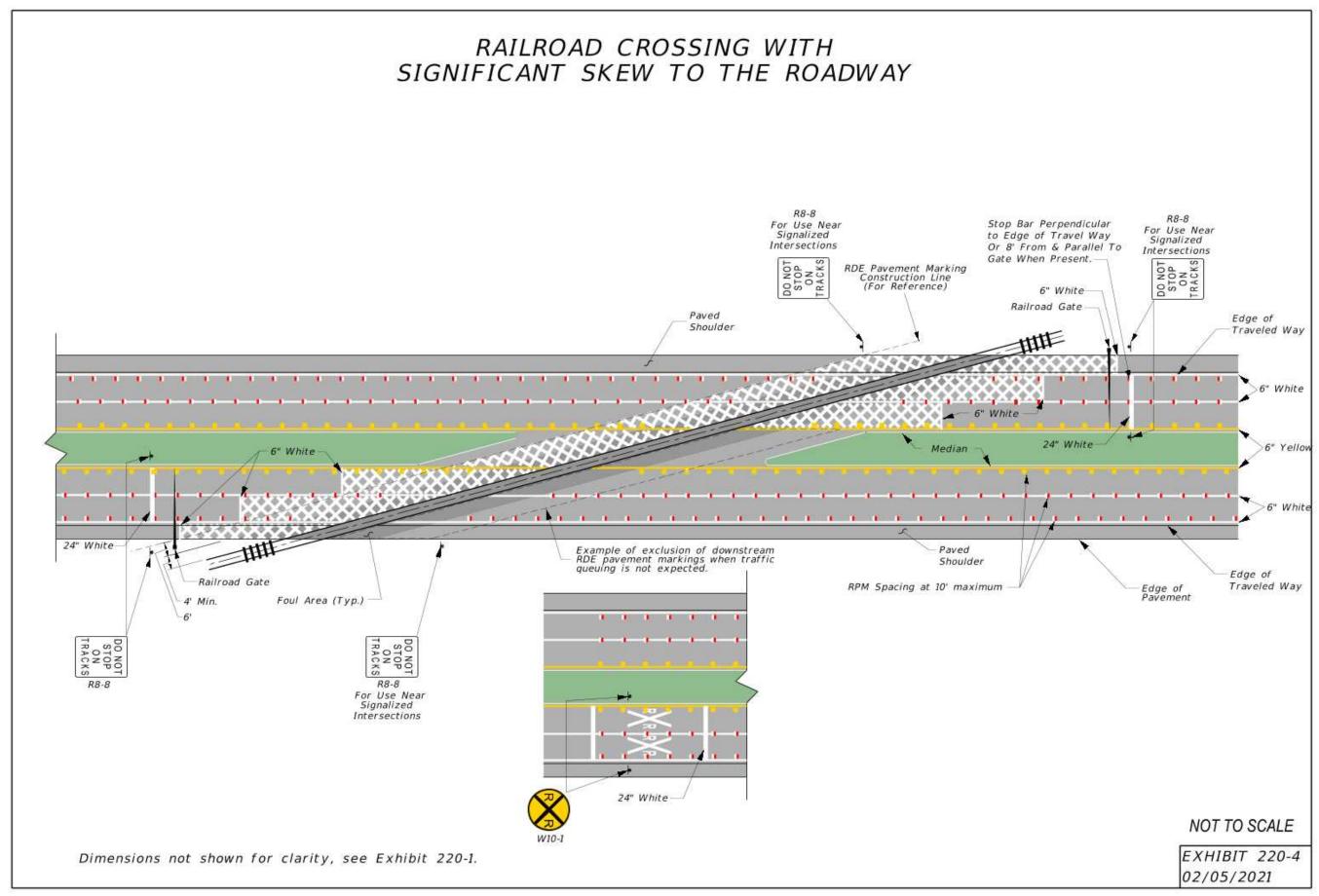
02/05/2021

CAM 23-0506
Exhibit 1
Page 28 of 37

NOT TO SCALE

EXHIBIT 220-2





220.2.1.2 Preemption

Highway-railroad at grade crossings may require preemption of traffic signals where signalized highway intersections are in close proximity to a railroad crossing. Preemption requires the railroad and traffic signal control equipment to be interconnected with the traffic signal preempted to operate in a special control mode when trains are approaching. Preemption is required for any of the following conditions:

- (1) Traffic Signal is within 200 ft of a highway-railroad at-grade crossing
- (2) Highway traffic queues have the potential for extending across a nearby railroad crossing, or
- (3) Highway traffic backed up from a nearby downstream railroad crossing could interfere with signalized highway intersections. A study to determine the need for preemption is required for a traffic signal within 500ft of a highway-railroad at-grade crossing

220.2.2 Surfaces

The roadway travel lanes at a highway-railroad at-grade crossing should be constructed for a suitable length with all-weather surfacing. A roadway section equal to the current or proposed cross section of the approach roadway, including any existing or proposed pedestrian walkways, should be carried through the railroad crossing. The railroad crossing surface itself should have a riding quality equivalent to that of the approach roadway. When selecting the type of crossing and the material to be used in its construction, consideration should be given to the character and volume of traffic using the roadway.

220.2.3 Quiet Zones

An at-grade railroad crossing within a designated Quiet Zone must comply with the **Code** of **Federal Regulations** (C.F.R.), **Part 222** and the **Standard Plans**, **Index 509-070**. Quiet Zone means a segment of a rail line that includes public highway-railroad crossings at which locomotive horns are not routinely sounded.

A public highway-railroad at-grade crossing within a Quiet Zone should be equipped with a Supplemental Safety Measure identified in *C.F.R., Part 222, Appendix A*. Allowable measures include:

(1) Gates with medians, or channelization using Type IV concrete traffic separators or Type F curb and gutter. Use of temporary channelization devices is not permitted.

- (2) Four quadrant gate and three quadrant gates systems
- (3) One-way streets with gates
- (4) Permanent crossing closures

The railroad crossing should be evaluated to determine if driveways, minor side streets, or turn lanes in close proximity to the crossing require an additional gate.

220.2.4 Railroad Crossing Near or Within Project Limits

Review Federal-aid projects to determine if a railroad-highway at-grade crossing is within the limits of or near the terminus of the project. If such crossing exists, the project must be upgraded to meet the latest <u>MUTCD</u> requirements in accordance *Title 23 United States Code (U.S.C.), Chapter 1, Section 109(e)* and *C.F.R. 646.214(b)*. These requirements are located in *Chapter 8* of the <u>MUTCD</u>. "Near the terminus" is defined as being either of the following:

- (1) If the project begins or ends between the crossing and the MUTCD-mandated advanced placement distance for the advanced (railroad) warning sign. See <u>MUTCD</u>, **Table 2C-4** (Condition B, column "0" mph) for this distance.
- (2) An intersection traffic signal within the project is connected to the crossing's flashing light signal and gate.

220.2.5 Bicycle and Pedestrian Facilities

Extend proposed or existing sidewalks, bike lanes or shared use paths through the rail crossing. See *FDM* 222.2.4 for additional information.

When a new bicycle or pedestrian crossing is added to an existing roadway, it is considered a new crossing if it is separated from the roadway. See *FDM 220.1.3* for information on coordinating new crossings.

220.3 Grade Separated Highway- Railroad Crossing

For railroad crossing over a roadway, the bridge must be designed to carry railway loadings in conformance with the <u>American Railway Engineering</u> and <u>Maintenance-of-Way Association (AREMA) Manual for Railway Engineering</u>. See <u>FDM 260.6</u> for required vertical clearances between the facilities.

Coordinate the following with the governing railroad company:

- Clearances, Geometrics and Utilities
- Provisions for future tracks
- Maintenance road requirements for off-track equipment
- · Need for, and location of crash walls

The railroad company's review and approval is based on the completed Bridge Development Report (BDR)/30% Structures Plans.

Prepare the Structures Plans in accordance with the criteria obtained from the railroad company, the <u>Structures Manual</u>, the <u>Standard Plans</u>, and this manual.

Figure 220.3.1 illustrates the dimensions that are to be obtained from or approved by the railroad company before preparing the BDR/30% Structures Plans.

220.3.1 Bridge Width

For railroad over roadway crossing, the railroad bridge typical section is based on project requirements. For roadway over railroad crossings, see *FDM 210* for information on highway typical sections.

220.3.2 Lateral Offset to Face of Structure

For a roadway over a railroad crossing, measure lateral offset in accordance with *Figure* **220.3.1** and *Table* **220.3.1**. The railroad company may accept a waiver from standard lateral offset requirements for the widening or replacement of existing bridges.

Lateral offset is measured from the centerline of outside track to the face of pier cap, bent cap, or any other adjacent structure. Minimum lateral offsets are shown in *Table 220.3.1*.

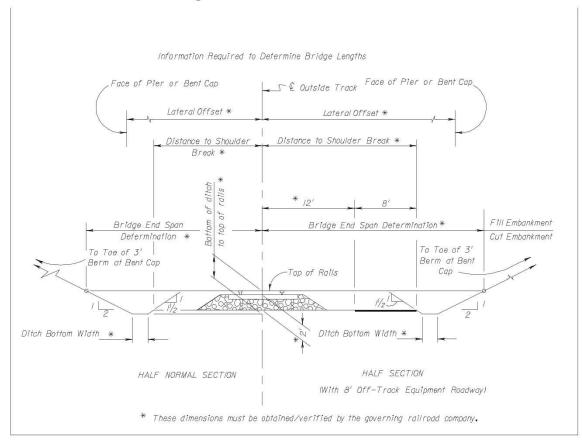


Figure 220.3.1 Track Section

Table 220.3.1 Lateral Offsets for Railroads

Minimum Clearance Requirements	Normal Section	With 8 ft. Required Clearance for Off-Track Equip.	Temporary Falsework Opening	
With Crash Walls*	18 ft.	22 ft.	10 ft.	
Without Crash Walls	25 ft.	25 ft.	N/A	

^{*} See the **Structures Design Guidelines, Section 2.6.7** for crash wall requirements.

Provide an additional 8-ft. clearance for off-track equipment only when requested by the railroad company.

220.3.2.1 Adjustments for Track Geometry

Increase the minimum lateral offset by a rate of 1.5 inches for each degree of curvature when the track is on a curve.

Increase the minimum lateral offset on the inside of the curve by 3.5 inches horizontally per inch of superelevation when the track is superelevated.

Meet lateral offset requirements found in the <u>AREMA Manual for Railway Engineering</u> for extremely short radius curves.

220.3.2.2 Adjustments for Physical Obstructions

Columns or piles should be kept out of the ditch to prevent obstruction of drainage. Provide adequate lateral offset to avoid the need for crash walls unless extenuating circumstances dictate otherwise.

Figure 220.3.1 shows horizontal dimensions from the centerline of track to the points of intersection of a horizontal plane at the rail elevation with the embankment slope. This criteria may be used to establish the preliminary bridge length which normally is also the length of bridge eligible for FHWA participation; however, surrounding topography, hydraulic conditions, and economic or structural considerations may warrant a decrease or an increase of these dimensions.

220.3.2.3 Required Foundation Clearances

Place edges of footings no closer than 11 feet from centerline of the track to provide adequate room for sheeting.

220.3.3 Crash Walls

See the **Structures Design Guidelines** for crash wall requirements.

220.3.4 Special Considerations

Projects may include any of the following special considerations:

(1) Shoring and Cribbing requirements during construction should be accounted for in the preparation of the preliminary plans to assure compliance with required

- clearances. Anything within the railroad R/W (e.g., cofferdams, footings, excavation) requires coordination with the District Rail Coordinator for approval by the railroad company.
- (2) Overpasses for electrified railroads may require protection screens.
- (3) Substructure supports may be located between adjacent tracks or an outside track and the off-track equipment road.
- (4) Convey drainage from the bridge above the railroad away from the railroad R/W. Open scuppers are to be no closer than 25 feet to the centerline of the nearest track.
- (5) The District Rail Coordinator must be contacted to see if there are any other requirements when constructing in or near their R/W.
- (6) Additional consideration should be given to any utilities that may be located within the railroad R/W

220.3.5 Widening of Existing Bridge over Railroad

The requirements for widening an existing roadway or pedestrian bridge over railroad are as follows:

- (1) If existing horizontal or vertical clearances are less than those required for a new structure, the design of the new portion of the structure is not to encroach into the existing clearances.
- (2) Minimum vertical clearance should take into account the track grade and the cross slope of the bridge superstructure. It is desirable to widen on the ascending side of the bridge cross slope.
- (3) Minimum lateral offset should take into account future changes to track geometry, physical obstructions or foundation clearances.
- (4) Temporary construction vertical clearances less than 22 feet and lateral offsets less than 10 feet must be approved by the railroad company. It may not be possible to reduce already restricted vertical clearances on high volume rail lines.
- (5) Meet drainage design requirements for new bridges when widened approach fills are necessary.
- (6) Evaluate the need for crash wall protection if new substructures provide less than 25 feet lateral offset from center line of track.
- (7) If the existing railroad is in a cut section, special considered should be given to the length, depth, and type material of the existing cut section.

(8) In cases where demolition of the existing structure is required for attachment of the new structure over the railroad's tracks, a method of debris collection should be provided so as not to encroach within the railroad R/W.

Provide a cross section at a right angle to the centerline of the track where the centerline of bridge intersects the centerline of track in the BDR/30% Structures Plans. Where the substructure is not parallel to the track, or the track is curved, provide a section perpendicular to the centerline of the track at each substructure end.

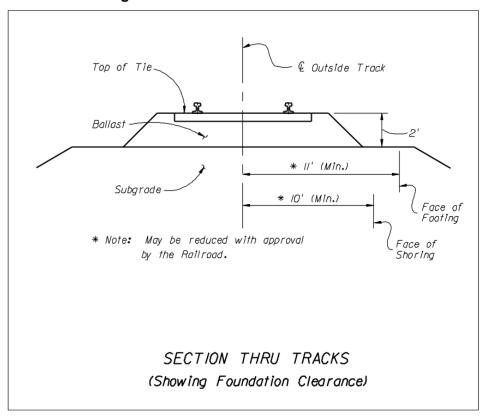


Figure 220.3.2 Section Thru Tracks