

DOCUMENT ROUTING FORM

P5 ✓ 4/30/13 ⊙

NAME OF DOCUMENT: **Railroad Reimbursement Agreement with FDOT and FEC for Grade Crossing Traffic Control Devices at SW 9 Street**

Processed original 8/29/13

Approved Comm. Mtg. on **APRIL 16, 2013** CAM# **13-0497** ITEM: **CR-3**

Routing Origin: CAO ENG. COMM. DEV. OTHER _____

Also attached: copy of CAR copy of document ACM Form 3 originals

On 4/17/13, LB forwarded to: **Sharon Dreesen, Transportation & Mobility**

1.) Approved as to Content: *Diana Alvaron*
Department Director 4-17-2013

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by *Doug DeWald* Date: 4/18/13
Finance Director

There is no current year funding impact to the City. Please see attached CAM with detail.

Amount Required by Contract/Agreement \$ _____ Funding Source: _____

Dept./Div. _____ Index/Sub-object _____ Project # _____

3.) City Attorney's Office: Approved as to Form:# 5 Originals to City Mgr. By: **CARRIE SARVER**

CS
Carrie Sarver

4.) Approved as to content: Assistant City Manager:

13 APR 19 AM 10:59

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward 5 originals to Mayor.

6.) Mayor: Please sign as indicated and forward 5 originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: ~~retains one original document and~~ forwards 5 original documents to:

Sharon Dreesen, Transportation & Mobility

Copy of document to _____ Original Route form to Linda Blanco, CAO

Attach 2 certified copies of Reso. # 13-69 Fill-in date

4/29



CITY OF
FORT LAUDERDALE

Venice of America

Transportation and Mobility Department

Memorandum #13-60

DATE: July 17, 2013
TO: Jonda Joseph, City Clerk
FROM: Diana Alarcon, Transportation and Mobility Director *DNA*
SUBJECT: Railroad Reimbursement Agreement with FDOT and FEC for Grade Crossing Traffic Control Devices at SW 9th Street

2013 JUL 18 PM 1: 27

CITY CLERK

Please find attached a fully executed original of the above-referenced document.

If you have any questions, please contact me at (954) 828-3764.

Thank you.

Attachment

cc: Carrie Sarver, Assistant City Attorney

4-16-13
CR-3
0417

725-090-27
RAIL
OGC - 04/12

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43143815701	S.W. 9th STREET	BROWARD	1(86900-SIG)	00S4-049

THIS AGREEMENT, made and entered into this 03 day of July, 2013,
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the
 DEPARTMENT, and 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 municipal corporation, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road
 System, designated by the Financial Project ID 43143815701,
 on S.W. 9th STREET, which crosses at grade the right of way and
 tracks of the COMPANY'S Milepost 341 + 4,223',
 FDOT/AAR Crossing Number 272561-N, at or near S.W. 9TH STREET,
 as shown on DEPARTMENT'S Plan Sheet No. LOCATION MAP, attached hereto as a part hereof, and

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

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class IV and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the CITY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the CITY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

- (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

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

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 234,650.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ _____, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ _____ credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

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

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

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

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. 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 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

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

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

18. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

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

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering 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.

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

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

21. 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.

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

The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENTS officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

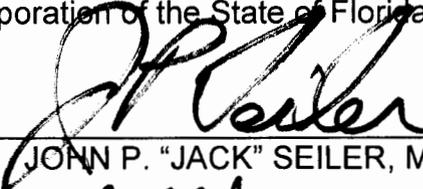
24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. PARAGRAPH 23 WAS STRICKEN PRIOR TO THE EXECUTION BY ALL PARTIES, AT THE REQUEST OF THE
FLORIDA EAST COAST RAILWAY L. L. C.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By 
JOHN P. "JACK" SEILER, Mayor

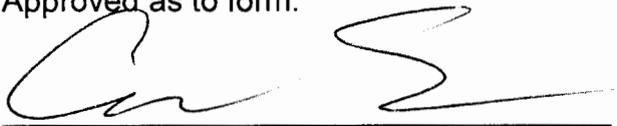
By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:


JONDA K. JOSEPH, City Clerk

Approved as to form:


CARRIE L. SARVER
Assistant City Attorney

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
(TITLE: Director of Transportation Development)

COMPANY: Florida East Coast Railway LLC,

BY: [Signature]
A. G. Fowler Jr. Chief Engineer S4C

CITY OF See City Page, FLORIDA

BY: Signature attached
(TITLE: _____)

Legal Review

BY: [Signature]
Attorney - DOT Date

Approved as to Funds Available

BY: [Signature] 5/9/13
Comptroller - DOT Date

Approved as to FAPG Requirements

BY: N/A 5/9/2013
FHWA Date

CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 30 day of April, 2013
[Signature] ASST City Clerk

RESOLUTION NO. 13-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RAILROAD REIMBURSEMENT AGREEMENT WITH FLORIDA EAST COAST RAILWAY, L.L.C. AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF RAIL ROAD CROSSING IMPROVEMENTS AT SW 9th STREET AT THE FLORIDA EAST COAST RAILWAY CROSSING NUMBER 272561-N AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; AUTHORIZING THE CITY MANAGER TO EXTEND THE TERM OF THE AGREEMENT UPON MUTUAL AGREEMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE (FINANCIAL PROJECT NO. 43143815701).

WHEREAS, the State of Florida Department of Transportation is constructing rail road crossing improvements at SW 9th Street at the Florida East Coast Railway, L.L.C. Crossing No. 272561-N under Financial Project No. 43143815701; and

WHEREAS, upon completion of the installation of said signals, the City of Fort Lauderdale and Florida East Coast Railway, L.L.C. shall bear the future expense of maintenance and adjustment of said grade crossing signal devices at a rate of fifty (50%) percent each; and

WHEREAS, that the City Manager of the City of Fort Lauderdale is authorized to extend the term of said agreement upon mutual agreement; and

WHEREAS, the City Commission of the City of Fort Lauderdale declares that entering into said agreement is in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

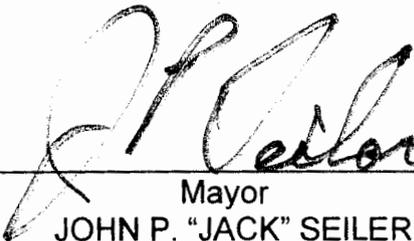
SECTION 1. That the proper City officials of the City of Fort Lauderdale are hereby authorized to execute a Railroad Reimbursement Agreement Grade Crossing Traffic Control Devices - Municipal for Financial Project No. 43143815701, with the State of Florida, Department of Transportation and Florida East Coast Railway, L.L.C. to assume its share, of the costs for future maintenance and adjustment of grade crossing traffic control devices crossing at SW 9th Street at Florida East Coast Railway, L.L.C. crossing number 272561-N, said share being fifty (50%) percent.

SECTION 2. That the City Manager is authorized to extend the term of the Railroad Reimbursement Agreement Grade Crossing Traffic Control Devices - Municipal for Financial Project No. 43143815701, upon mutual agreement.

SECTION 3. This Resolution shall take effect immediately upon adoption.

SECTION 4. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by the proper City officials.

ADOPTED this the 16th day of April, 2013.



Mayor
JOHN P. "JACK" SEILER

ATTEST:



City Clerk
JONDA K. JOSEPH

L:\COMM2013\Resos\April 16\13-69.docx

CITY RESOLUTION

GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
43143815701	S.W. 9th STREET	BROWARD	1(86900-SIG)	00S4-049

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

ON MOTION OF Commissioner (Councilman) _____,
seconded by Commissioner (Councilman) _____, the following
RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on S. W. 9th STREET, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA;

That the City of FORT LAUDERDALE enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the FLORIDA EAST COAST RAILWAY L.L.C. Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Project Number 43143815701 on S.W. 9th STREET which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 272561-N located near S.W. 9TH STREET Florida; and

That the City assume it's share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Mayor and City Clerk be authorized to enter into such agreements with the State of Florida Department of Transportation; and the FLORIDA EAST COAST RAILWAY L.L.C. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the City Commission of the City of FORT LAUDERDALE Florida, in regular session this _____ day of _____,

Mayor - Commissioner

ATTEST: _____

(SEAL)

City Auditor and Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
WORK DESCRIPTION
GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-09
 RAIL
 05/02

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43143815701	SW 9th Street	BROWARD	1(86900-SIG)	00S4-049

RAILROAD COMPANY

Florida East Coast Railway L.L.C.

- A. JOB DESCRIPTION & LOCATION: LEDs, CWT, Event Recorder, Generator Case
- B. TYPE OF ROADWAY FACILITY: 2 thru lanes - Urban Local Access
- C. FDOT/AAR XING NO.: 272561-N RR MILE POST TIE: 341 + 4,223'
- D. TYPE CROSSING PROPOSED: III CLASS: IV DOT INDEX NO.: 17882
- E. STATUS AND PROPOSAL:

1. EXISTING DEVICES: (See Agreement dated _____)
- a. None-New Crossing.
 - b. Crossbuck and Disk.
 - c. Flashing Signals with Disk.
 - d. Flashing Signals with Cantilever.
 - e. Flashing Signals with Gates.
 - f. Flashing Signals with Cantilever and Gates.

2. PROPOSED DEVICES: (Safety Index Rating 70.84)
- a. No revision required.
 - b. Crossbuck and Disk.
 - c. Flashing Signals and Disk.
 - d. Flashing Signals with Cantilever.
 - e. Flashing Signals with Gates.
 - f. Flashing Signals with Cantilever and Gates.
 - g. Relocate existing signal devices:
 - (1) (With-Without) addition of Gates.
 - (2) (With-Without) synchronization with highway traffic signals.
 - (3) (With-Without) constant warning time.

F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS

- 1. N/A By Others (_____ Company.)
- 2. N/A By Railroad Company.

G. AUTHORITY REQUESTED: (Draft attached: Yes No.)

- 1. Agreement (Third Party Participating City of Fort Lauderdale)
- 2. Supplemental Agreement No. _____
- 3. Crossing Permit. _____
- 4. Estimate for Change Order No. _____
- 5. Letter of Authority.
- 6. Letter of Confirmation (No Cost to Department).

H. OTHER REMARKS:

Negotiations to be completed by:

Signal installation target date: _____

Synchronization: (Draft attached Yes No.)

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

725-090-41
RAIL
OGC - 03/12

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43143815701	SW 9th Street	BROWARD	1(86900-SIG)	00S4-049

COMPANY NAME: Florida East Coast Railway L.L.C.

A. FDOT/AAR XING NO.: 272561-N RR MILE POST TIE: 341 + 4,223'

B. TYPE SIGNALS PROPOSED III CLASS IV DOT INDEX: 17882

**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	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00
V	3 or 4 Quadrant Flashing Signals and Gates - One Track	\$6,726.00
VI	3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks	\$8,442.00

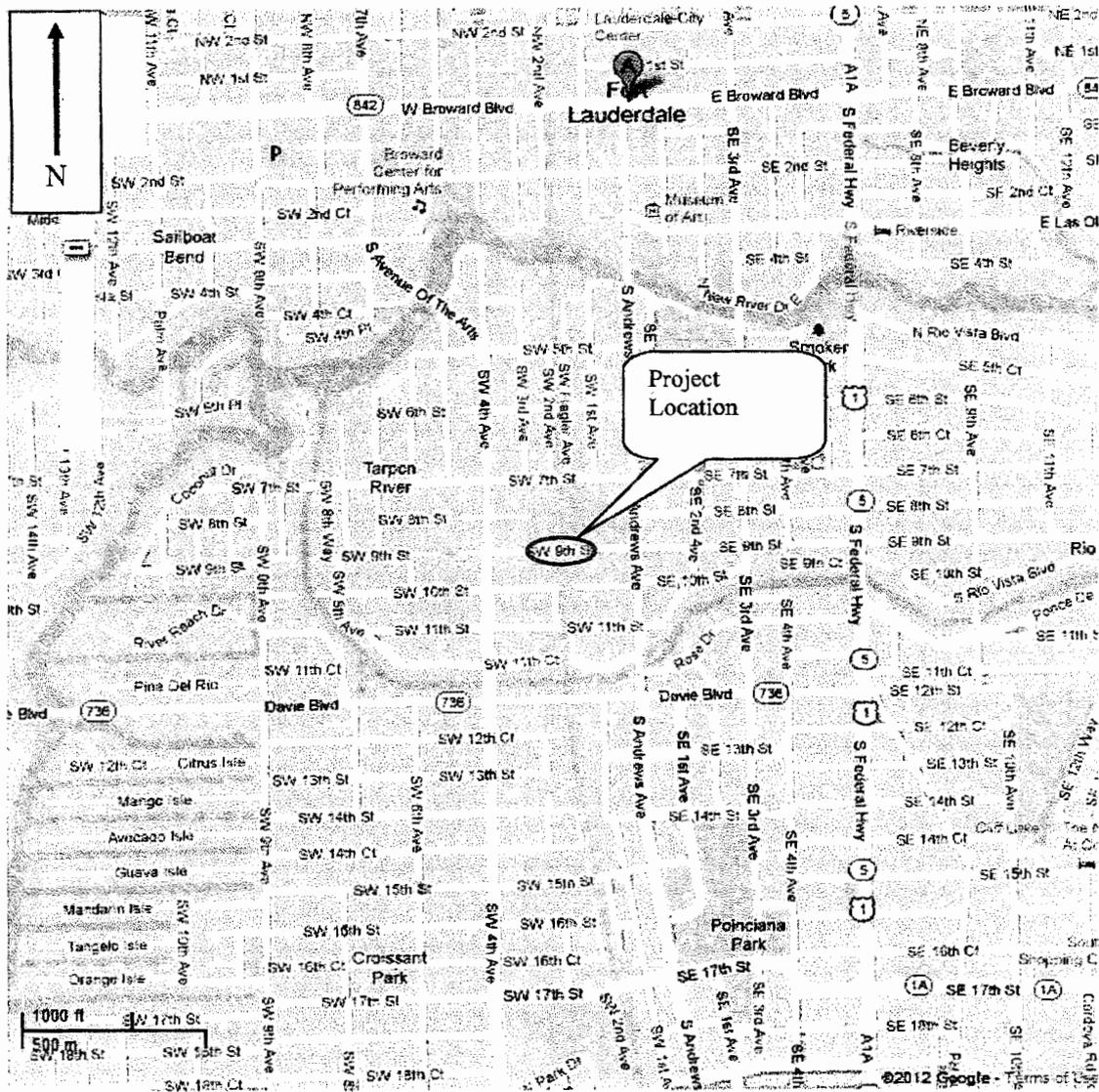
AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

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, 2011 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.



LOCATION MAP

Florida East Coast Railway L. L. C.

LOCATION:	SW 9 th Street, Broward County
FINANCIAL PROJECT NO.:	431438-1-57-01
CROSSING NO.:	272561-N
RAILROAD MILEPOST:	341 + 4,223'

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

OFFICE OF MODAL DEVELOPMENT
DISTRICT 4 RAIL OFFICE

PROJECT SCOPE AND COST ESTIMATE

PROJECT INFORMATION

Financial Project No.: 431438-1-57-01
FAP Number: 00S4-049
Location: S.W. 9th Street
County: Broward
Crossing No.: 272561-N
RR. MP.: 341 + 4,223'
Company: Florida East Coast Railway, L.L.C.

*This project scope and cost estimate was prepared by: District 4 Railroad
Coordinator's Office*

Install LED Flashing Lights, Generator Case, CWT, Event Recorder..... \$ 234,650.00

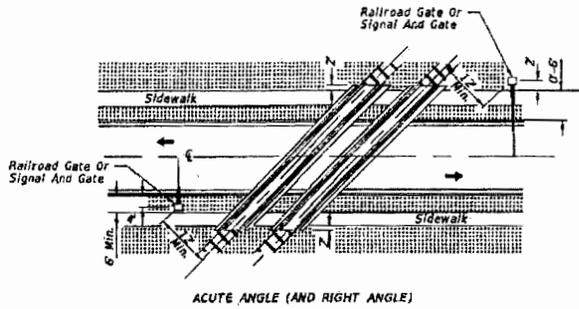
TOTAL ESTIMATED COSTS.....\$ 234,650.00

Crossing No:	272561N	Roadway:	SW 9th ST	County:	Broward	City:	Fort Lauderdale
Rank 2010:	410	SR No.:		RR Company:	FEC	Date:	5/17/00
Index 2010:	60.09	US No.:		Division Name:		RR Rep:	Morquette
Rank 2009:	376	Latitude:	26.111197	Subdivision Name:			
Index 2009:	59.56	Longitude:	80.145821	Branch Name:	MAIN	Crossing Stats Year:	2010
Rank 2008:	391			RR Milepost:	341.8		
Index 2008:	59.56			Recommend Warning:	FL&G		
Purpose:							

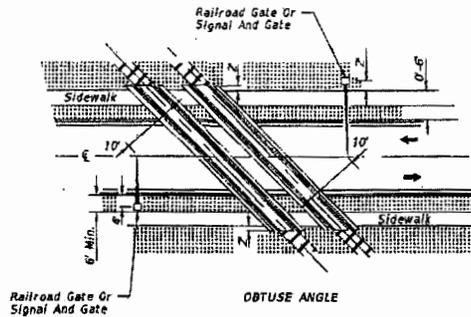
Roadway Speed:	25	<input type="checkbox"/>		Min Train Speed:	30	<input type="checkbox"/>	
Crossing Angle:	60-90 deg	<input type="checkbox"/>		Max Train Speed:	45	<input type="checkbox"/>	
Traffic Count/AADT:		<input type="checkbox"/>		Day Thru / Switch:	11 /	<input type="checkbox"/>	
Truck %:		<input type="checkbox"/>		Night Thru / Switch:	11 /	<input type="checkbox"/>	
School Buses:	6	<input type="checkbox"/>		Passenger Train Count:		<input type="checkbox"/>	
Traffic Date:		<input type="checkbox"/>		Commuter Train Count:		<input type="checkbox"/>	
Thru Lanes:	2	<input type="checkbox"/>		Train Count Date:	7/20/1986	<input type="checkbox"/>	
Aux Lanes:	0	<input type="checkbox"/>		Mainline Tracks:	2	<input type="checkbox"/>	
Traf Sgnl Preemp: Not Interconnect		<input type="checkbox"/>		Other Line Tracks:	0	<input type="checkbox"/>	
Train Sgnl in Proximity to Xing?		<input type="checkbox"/>		Train Detection:	Other	<input type="checkbox"/>	
ENS (Y/N):	N	<input type="checkbox"/>		Flashing on Cant not over Traffic:	0	<input type="checkbox"/>	
Crossbucks on Mast:	2	<input checked="" type="checkbox"/>		Flashing on Cant over Traffic:	0	<input type="checkbox"/>	
Crossbucks on Cantilever:	0	<input checked="" type="checkbox"/>		Flashing Lights on Mast:	2	<input type="checkbox"/>	
Stop Sign:	0	<input checked="" type="checkbox"/>		Gate Count:	2	<input type="checkbox"/>	
Yield Signs (Y/N):	N	<input type="checkbox"/>		4 Quad Gates (Y/N):	N	<input type="checkbox"/>	
Other Sign:	R15-2	<input type="checkbox"/>		Ped Gates (None/FLG):		<input type="checkbox"/>	
# Other Signs:	2	<input type="checkbox"/>		LED Count:	0	<input type="checkbox"/>	8
Advanced Warning (Y/N):	Y	<input checked="" type="checkbox"/>		8" Count:	0	<input type="checkbox"/>	
Side St. Adv Warning (Y/N):	N	<input type="checkbox"/>		12" Count:	8	<input type="checkbox"/>	
Hump Sign (Y/N):	Unknown	<input type="checkbox"/>		Signal Mod Date:		<input type="checkbox"/>	
Pvmnt Marks: Stoplines+RR Xing		<input checked="" type="checkbox"/>		Signal Maint Agency:	New Field	<input type="checkbox"/>	
Bell Count:	1	<input checked="" type="checkbox"/>		Surface Maint Agency:	City	<input type="checkbox"/>	
Surface Mod Date:		<input type="checkbox"/>		Sidewalk Thru Xing (Y/N):	N	<input type="checkbox"/>	
Surface Type:	Concrete	<input type="checkbox"/>		Sidewalk Present (Y/N):	N	<input type="checkbox"/>	
Surface Condition:	Excellent	<input type="checkbox"/>		Illuminated (Y/N):	Y	<input type="checkbox"/>	
Approach:	None	<input type="checkbox"/>		Distance mast to curb (4'9") or (2') sw		<input type="checkbox"/>	
Vehicle Reaction:	None	<input type="checkbox"/>		Distance mast to travelway (12'3")		<input type="checkbox"/>	
Driver Reaction:	No Drivers	<input type="checkbox"/>		If < 45mph, mast to travel (10')		<input type="checkbox"/>	
Team Recommendations:				Lane width > 23' = cantilever		<input type="checkbox"/>	
New Case / LED / CIVT. Ger Case Recorder				Mast to RR (15') or (12' exception)		<input type="checkbox"/>	
Re-position Crossing Gates.				Gate Tip to median (4')		<input type="checkbox"/>	
Remove Concrete Foundation when Gates are Repositioned							

Conflicts:

Wb - Advance Warning Sign ~~RR~~ West Side



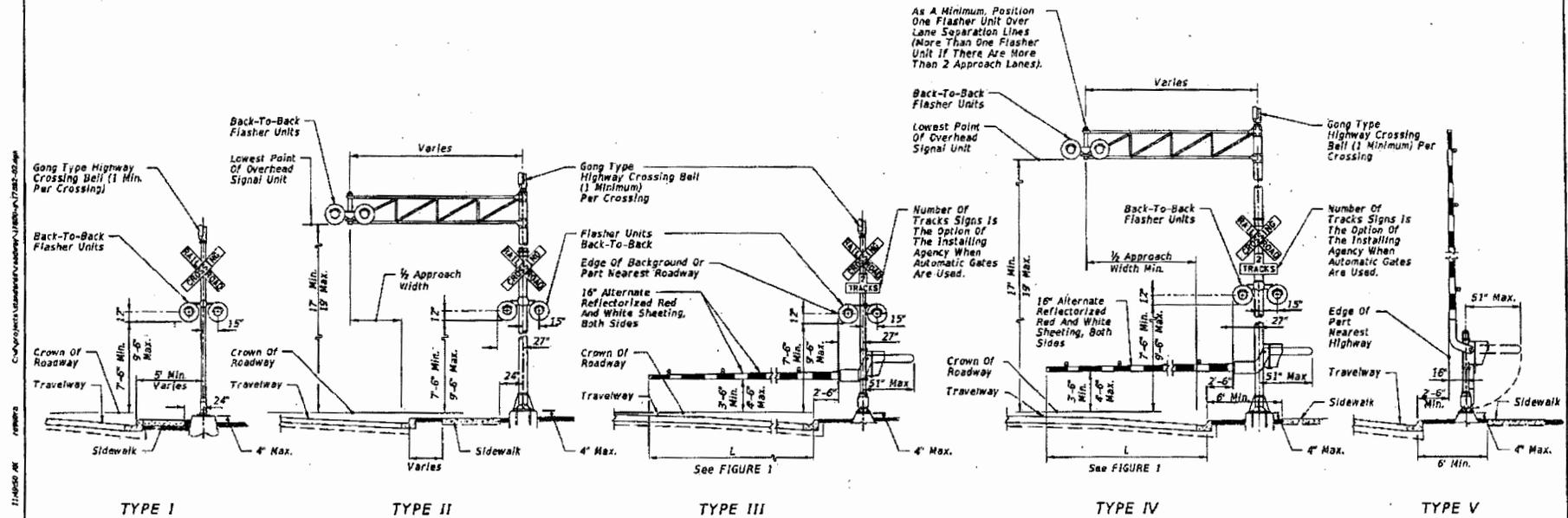
SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)



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

GENERAL NOTES

1. The location of flashing signals 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'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk, 0' to 6' - Locate device outside sidewalk Over 6' - 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-light signal is used, the minimum vertical clearance shall be 17' from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



12/28/2011 11:40:59 AM C:\projects\standards\standards\11882-117882-02.dwg

LAST REVISION	REVISION	DESCRIPTION:		FDOT DESIGN STANDARDS FY 2012/2013	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO.	SHEET NO.
01/01/11						17882	2

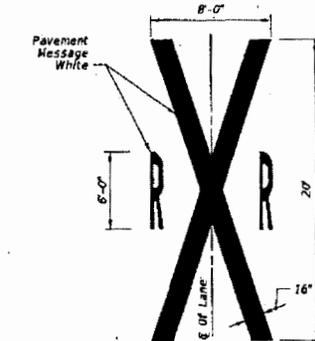
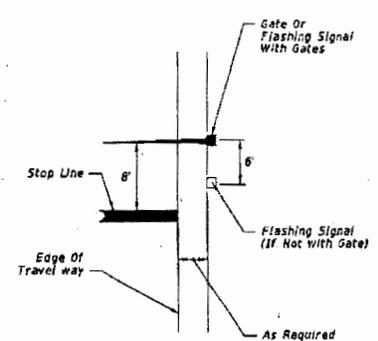
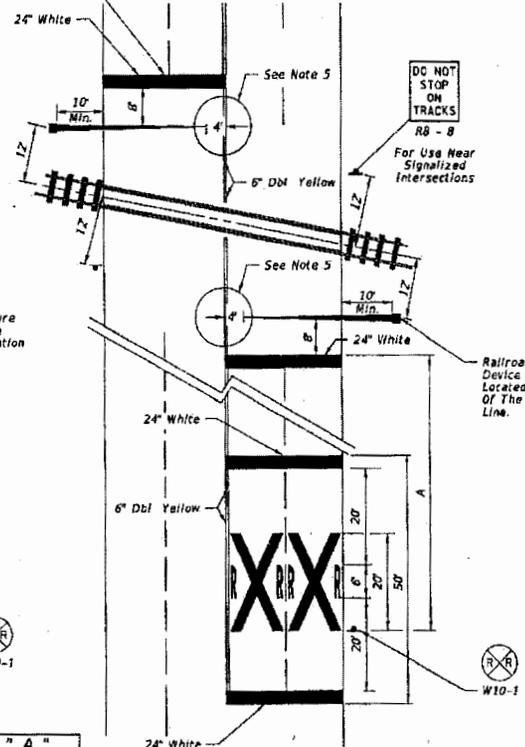
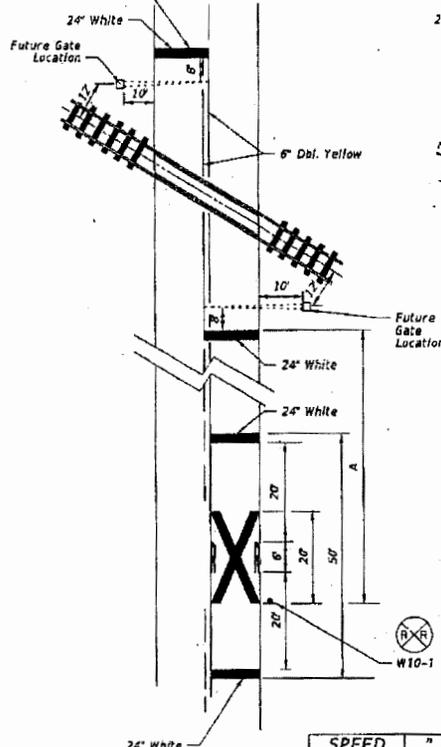
RAILROAD CROSSING AT TWO (2)-LANE ROADWAY

RAILROAD CROSSING AT MULTILANE ROADWAY

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

Stop Bar Perpendicular to Edge Of Travel Way Or 8' From & Parallel To Gate When Present.

Stop Bar Perpendicular to Edge Of Travel Way Or 8' From & Parallel To Gate When Present.



NOTES:

1. When computing pavement message, quantities do not include traverse lines.
2. Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100' from the crossing. Where street intersections occur between the RR pavement message and the tracks an additional W10-1 sign and additional pavement message should be used.
3. A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
4. Recommended location for FTP-61-06 or FTP-62-06 signs, 100' urban and 300' rural. See Index 17355 for sign details.
5. Gate Length Requirements:
 For Two-way undivided sections:
 The gate should extend to within 1' of the center line. On multiple approaches the maximum gate length may not reach to within 1' of the center line. For those cases, the distance from the gate to the center line shall be a maximum of 4'.
 For one-way or divided sections:
 The gate shall be of sufficient length such that the distance from the gate tip to the inside edge of pavement is a maximum of 4'.



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

LAST REVISION 07/01/10

FDOT DESIGN STANDARDS FY 2012/2013

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

INDEX NO. 17882 SHEET NO. 3

17/30/2013 11:48:30 AM 17882-03.rvt 17882-03.rvt



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309

ANANTH PRASAD, P.E.
SECRETARY

July 16, 2013

Eric S. Czerniejewski, P.E.
Mobility Manager –
Transportation and Mobility Department
City of Fort Lauderdale
290 N.E. 3rd Avenue
Fort Lauderdale, FL 33301

RE:	Financial Project No.	431438-1-57-01
	Location:	S.W. 9 th Street
	County:	Broward
	Crossing No.	272561-N
	RR. MP.	341 + 4,223'

Dear Mr. Czerniejewski,

Enclosed and for your records are two (2) fully executed originals of a **“Railroad Reimbursement Agreement – Grade Crossing Traffic Control Devices - Municipal”** dated July 03, 2013 in the amount of \$234,650.00 to cover the costs of the installation of railroad signal safety upgrades at the referenced location.

If you have any questions or comments, please contact me at (954) 777-4401 or e-mail hector.hartmann@dot.state.fl.us

Sincerely,



Hector Hartmann
Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

cc: **FDOT:** Scott Allbritton (w/original att), File (w att), Financial Services (w/original att)
FEC: Andy Fowler (w/original att)

TO: PT429HH@dot.state.fl.us 10364544
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT AR071

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AR071 Contract Type: Method of Procurement:
Vendor Name: FLORIDA EAST COA
Vendor ID: VF596001115004
Beginning date of this Agmt: 05/08/13
Ending date of this Agmt: 12/31/17

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED

55 042010429 *PT *563014 * 234650.00 *43143815701 *127 *
2013 *55100100 *088808/13
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 234,650.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 05/09/2013