

**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 I.D.	Road Name or Number	County Name	Parcel & R/W Number	FAP Number
431679-1-58-01	NW 38 <sup>th</sup> Street	Broward	1(S&R)	

**THIS AGREEMENT**, made and entered into this 14<sup>th</sup> day of OCTOBER, 2015 by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and the City of Oakland Park, a municipal corporation, 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 the **SFRTA**.

WITNESSETH:

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

**WHEREAS**, the **DEPARTMENT** and **CSXT** entered into a 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<sup>th</sup>, 2015, and



**WHEREAS**, the **DEPARTMENT** and **CSXT** entered into an Amended South Florida Operating and Management Agreement 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", which was March 29<sup>th</sup>, 2015); and

**WHEREAS**, the **DEPARTMENT** and the **SFRTA** entered into the SFRC Operating Agreement ("Operating Agreement") on June 13, 2013, by which the **SFRTA** on behalf of the **DEPARTMENT**, has been managing, operating, maintaining, and dispatching, railroad operations on the SFRC as of Commencement, and also maintains and repairs the rights-of-way, layover facilities and yards, state-owned buildings and facilities, tracks, bridges, communications, signals and all appurtenances on the SFRC, and

**WHEREAS**, the **CITY** is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID Local Agency Program (LAP) Project 431679-1-58-01, on NW 38<sup>TH</sup> Street which crosses at grade the right of way and track (s) of the SFRC at Mile post SX 1,008.43 FDOT/AAR Crossing Number 628189A, at or near Oakland Park, Florida as shown on the City's Plan Sheet No. 1, attached hereto and made a part hereof,

R-2015-111

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

1. The **CITY** intends to construct or reconstruct an at-grade railroad crossing, and necessary approaches thereof, within the **DEPARTMENT's** right-of-way along the SFRC, over its tracks at the hereinabove-referenced location.
  
2.  If crossing surface work is required for the project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will construct at **CITY's** expense a Standard Railroad Crossing Type Concrete in accordance with the **DEPARTMENT's** Standard Index No. 560 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 shall be paid by the **CITY**. Upon completion of the crossing, the **SFRTA** shall be responsible for the maintenance cost of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area, in accordance with the Operating Agreement and the SFOMA Agreement. The **CITY** shall be responsible for the maintenance of the highway roadbed and surface outside the railway ties and the crossing surface. All costs required to maintain the crossing in good working condition, as well as any subsequent modifications including reconstruction or rehabilitation of the crossing, as may be requested by the **CITY**, shall be the sole financial responsibility of the **CITY**. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the **SFRTA** may, at its option and upon notification to the **CITY**, perform such periodic maintenance work and bill the **CITY** directly for costs thus incurred that are the responsibility of the **CITY**.
  
-  If Railroad Grade Crossing Traffic Control Devices work is required for the project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will install at the **DEPARTMENT's** expense automatic, railroad grade crossing traffic control devices at said location in accordance with the **DEPARTMENT's** Plans and Standard Index Number 17882 attached hereto, and by this reference made a part hereof. 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 Operating Agreement and the SFOMA Agreement.
  
3. 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 of the cost shall be borne by the **SFRTA**, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. Actual funding for the signals has been provided for in the Operating Agreement. **CITY** shall submit the 50% of the cost of the Annual Maintenance costs to the **DEPARTMENT**. After said automatic crossing signals and/or other traffic control devices have been installed and/or adjusted and found to be in satisfactory working order by the parties hereto, the same shall be immediately put in service, operated and maintained by the **SFRTA** pursuant to the Operating Agreement and the SFOMA Agreement so long as **SFRTA** or successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary; or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The **SFRTA** agrees that any future relocation or adjustment of said signals shall be performed by the **SFRTA**, but at the expense of the party initiating such relocation. Upon relocation, the maintenance responsibility shall be in accordance with the provisions of this Agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.



4. 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 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 **DEPARTMENT** at its discretion, may arrange for the synchronization of the railroad crossing devices with existing or proposed highway traffic control devices at NW 38<sup>th</sup> Street. Neither of the parties shall disconnect the interconnection circuit or change or cause to be changed the signal sequence without prior notice to the others. Each party shall maintain its respective devices from the point of the junction box as provided for the interconnect cable.
6. All work contemplated at this crossing shall at all times be subject to the approvals and notice provisions of the **Operating Agreement** and the **SFOMA Agreement**.
7. The **CITY** will reimburse **SFRTA** for the cost of watchmen or flagging service in the carrying out of work adjacent to the **SFRC**, or work requiring movement of equipment, employees or trucks across the **SFRC**, or when at times **SFRTA** and/or the **DEPARTMENT** agree that such a service is necessary.
8. 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.
9. **SFRTA** hereby agrees, as applicable, to install and/or adjust the necessary parts of the **SFRC** facilities in accordance with the provisions set forth in the:



(A) **DEPARTMENT** Procedure 725-080-002 Appendix D.4 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.



(B) Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, Part 646, Subpart B.

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

10. 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, in accordance with the provisions above. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this Agreement shall not be subject to payment by the **DEPARTMENT**.
11. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by **SFRTA** pursuant to the terms hereof, and an estimate of the costs thereof

in the amount of **\$ 154,679.00**. All work performed by the **SFRTA** pursuant hereto, shall be performed according to these plans and specifications as approved by the **DEPARTMENT**, and the Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the **DEPARTMENT** and the Federal Highway Administration, when applicable.

12. 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**. 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**.
13. The **DEPARTMENT** has determined that the method to be used by the **SFRTA** in developing future relocation or installation cost shall be actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
14. It is specifically agreed by and between the **DEPARTMENT** and the **SFRTA**, that the **DEPARTMENT** shall receive fair and adequate credit for any salvage which shall accrue to the **SFRTA** as a result of the above adjustment work.
15. 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.

17. Upon completion of the work, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **DEPARTMENT** with three (3) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The **DEPARTMENT** shall reimburse the **SFRTA** for all actual costs attributable to the project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Material shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and

recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

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

18. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the **DEPARTMENT's** Comptroller under Section 334.44(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
19. 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 preaudit and postaudit thereof.
20. 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."
21. 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** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such funds are available prior to the entering into any such contract or other binding commitment of funds.

Nothing herein contained shall prevent the making of contracts for periods, exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases for real property to a public entity; may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23. 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.

24. 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.

25. The **SFRTA** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **SFRTA** in conjunction with this Agreement. Specifically, if the **SFRTA** is acting on behalf of a public agency the **SFRTA** shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the **DEPARTMENT** in order to perform the services being performed by the **SFRTA**.
- (b) Provide the public with access to public records on the same terms and conditions that the **DEPARTMENT** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the **DEPARTMENT** all public records in possession of the **SFRTA** upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **DEPARTMENT** in a format that is compatible with the information technology systems of the **DEPARTMENT**.

Failure by the **SFRTA** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**. The **SFRTA** shall promptly provide the **DEPARTMENT** with a copy of any request to inspect or copy public records in possession of the **SFRTA** and shall promptly provide the **DEPARTMENT** a copy of the **SFRTA**'s response to each such request.

26. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby to the **CITY** shall thereupon cease and terminate and the **CITY** will, at its sole cost and in a manner satisfactory to the **SFRTA** and the **DEPARTMENT**, remove said crossing and restore the **SFRTA**'s property to the condition previously found, provided that the **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 the **SFRTA** the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9. Upon abandonment, The **DEPARTMENT** may at its sole discretion, remove said crossing or otherwise control or use said crossing as the **DEPARTMENT** desires.

27. Liability for services performed under this agreement shall be governed in accordance with the terms and conditions of the Operating Agreement.
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 **SFRTA** 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.
30. 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.
31. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
32. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.
33. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
34. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused 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 body politic and corporate and an agency of  
the State of Florida

By:   
Bruno Barreiro, Chair, SFRTA Governing Board

JACK L. STEPHENS  
SFRTA EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

Attest:   
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

Date: \_\_\_\_\_

Legal Review (DEPARTMENT):

BY: 

# CITY

By:   
Mayor, J. D. Shank

Date: 9.23.15

Legal Review (CITY):

BY:   
City Attorney



**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

Page 1

ACCT. CODE : 709 - FL1949

<b>ESTIMATE SUBJECT TO REVISION AFTER:</b>		<b>4/7/2015</b>	<b>DOT NO.: 628189A</b>
<b>CITY:</b> OAKLAND PARK	<b>COUNTY:</b> BROWARD		<b>STATE:</b> FL
<b>DESCRIPTION:</b> Proposed improvements to NW 38th Street grade crossing including the Replacement and lengthening of the existing Rubber/Asphalt crossing surface on 38th Street with a Timber/Asphalt crossing. Signal work to include Relocation of the gate in the NE quadrant, removal of the gate in the SE quadrant and installation of 1 new pedestrain gate in the NW quadrant- all to accomodate the installation of sidewalk on the north side of NW 38th Street.			
<b>DIVISION:</b> Jacksonville	<b>SUB-DIV:</b> Miami	<b>MILE POST:</b> SX-1008.44	
<b>AGENCY PROJECT NUMBER:</b> 418685-1-52-01			

**PRELIMINARY ENGINEERING:**

200 Labor (Non Contract)	\$ -
200 Additive	\$ -
230 Expenses	\$ -
212 Contracted & Administrative Engineering Services	\$ -
<b>Subtotal</b>	<b>\$ -</b>

**CONSTRUCTION ENGINEERING/INSPECTION:**

200 Labor (Non Contract)	\$ -
200 Additive	\$ -
230 Expenses	\$ -
212 Contracted & Administrative Engineering Services	\$ 10,800
<b>Subtotal</b>	<b>\$ 10,800</b>

**FLAGGING SERVICE: (Contract Labor)**

070 Labor (Conductor-Flagman)	\$ -
050 Labor (Foreman/Inspector)	\$ 2,352
070 Additive 113.98% (Transportation Department)	\$ -
050 Additive 118.39% (Engineering Department)	\$ 2,785
230 Per Diem (Engineering Department)	\$ 450
230 Expenses	\$ -
<b>Subtotal</b>	<b>\$ 5,587</b>

**SIGNAL & COMMUNICATIONS WORK:**

\$ 54,494

**TRACK WORK:**

\$ 69,737

**PROJECT SUBTOTAL**

\$ 140,618

900 **CONTINGENCIES:** 10.00%

\$ 14,062

**GRAND TOTAL \*\*\*\*\***

**\$ 154,679**

**DIVISION OF COST:**

Agency	100.00%
Railroad	

\$ 154,679
\$ -

**TOTAL \*\*\*\*\***

**\$ 154,679**

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:

STV, Inc.

Approved by:

CSXT Public Project Group

DATE: 10/9/2014

REVISED:

DATE:

Project Summary Sheet



CROSSING SURFACES	
Type	Definition
C	Concrete
R	Rubber
RA	Rubber/Asphalt
TA	Timber/Asphalt

STOP ZONE FOR 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. All asphalt shall be installed in accordance with Index No. 514 and Section 300 of the Standard 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  
01/01/10

DESCRIPTION:



FDOT 2014  
DESIGN STANDARDS

RAILROAD CROSSINGS

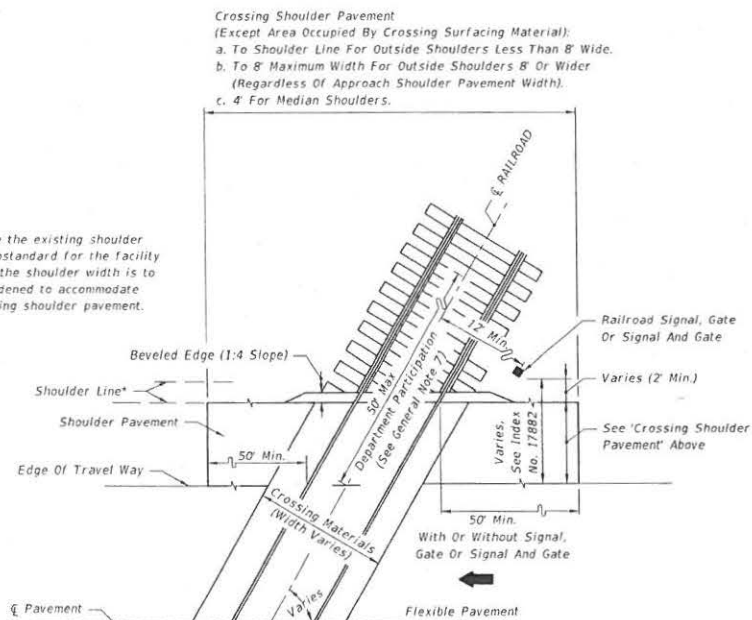
INDEX  
NO.  
560

SHEET  
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1 of 2

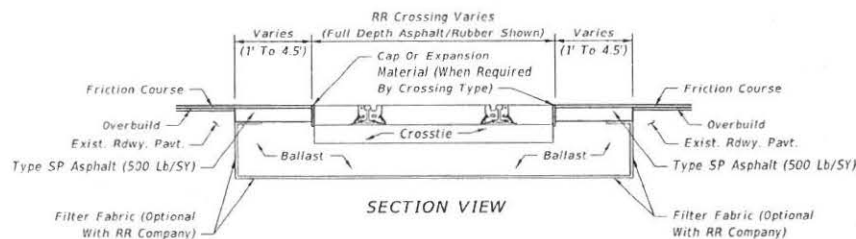
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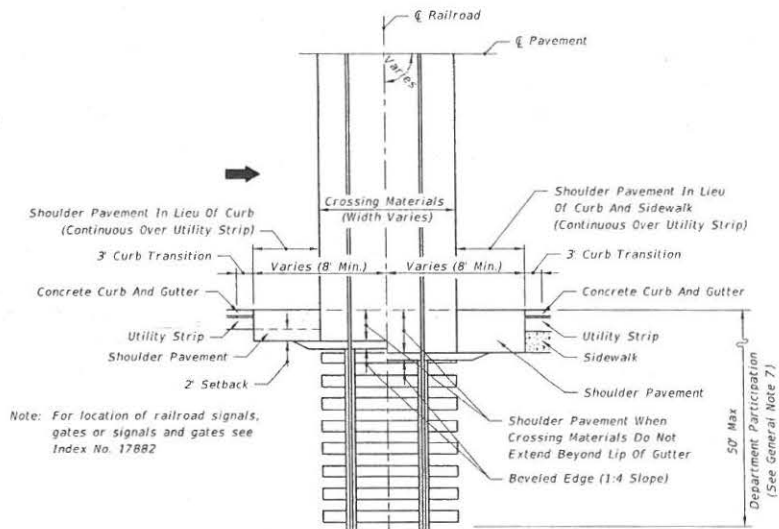
\* Where the existing shoulder is substandard for the facility type, the shoulder width is to be widened to accommodate crossing shoulder pavement.



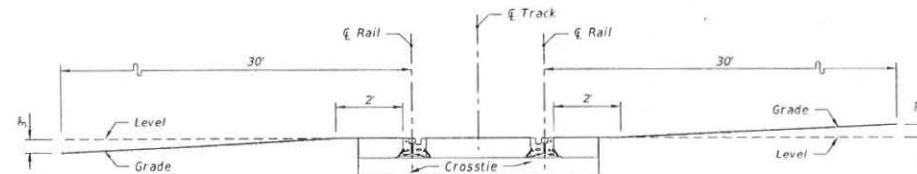
HALF PLAN  
ROADWAYS WITH FLUSH SHOULDERS



TYPICAL CROSSING MATERIAL REPLACEMENT AT RR CROSSINGS



HALF PLAN  
CURBED ROADWAYS



To prevent low-clearance vehicles from becoming caught on the tracks, the crossing surface should be at the same plane as the top of the rails for a distance of 2 feet outside the rails. The surface of the highway should also not be more than 3 inches higher or lower than the top of the nearest rail at a point 30 feet from the rail unless track superelevation makes a different level appropriate. Vertical curves should be used to traverse from the highway grade to a level plane at the elevation of the rails. Rails that are superelevated, or a roadway approach section that is not level, will necessitate a site specific analysis for rail clearances.

VERTICAL ROADWAY ALIGNMENT THROUGH A RAILROAD CROSSING

LAST  
REVISION  
01/01/10

DESCRIPTION:



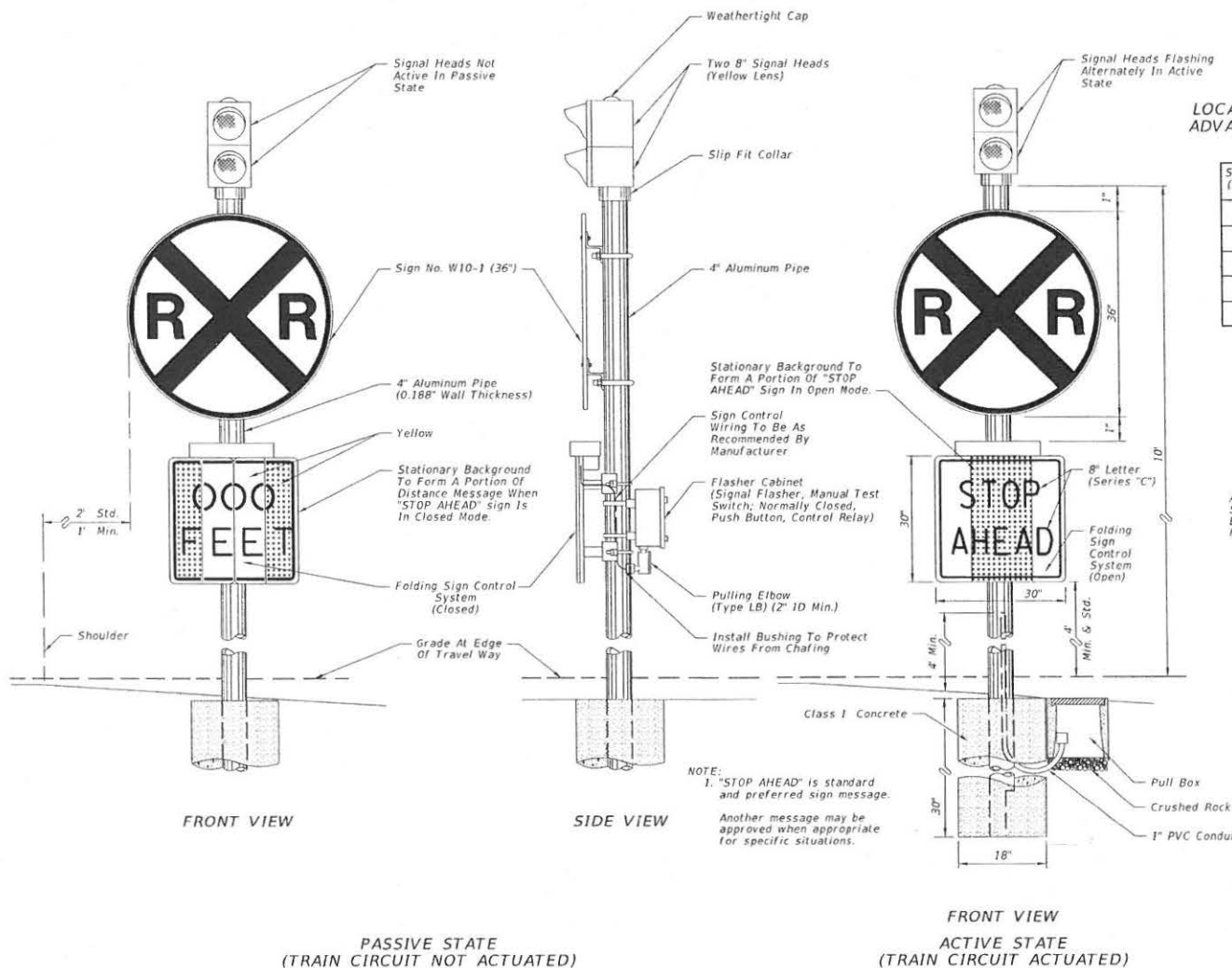
FDOT 2014  
DESIGN STANDARDS

RAILROAD CROSSINGS

INDEX  
NO.  
560

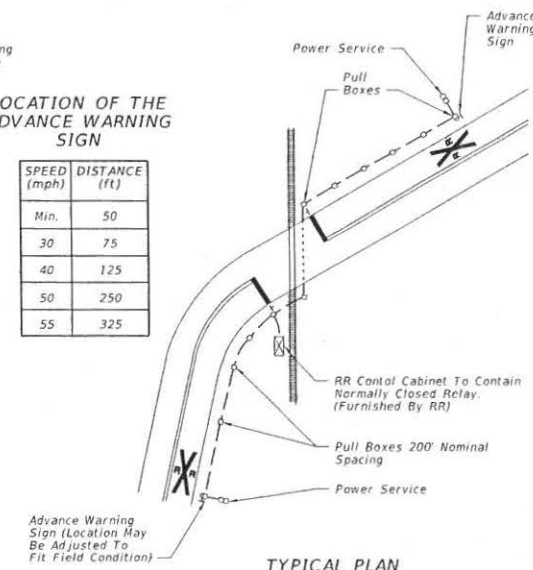
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NO.  
2 of 2

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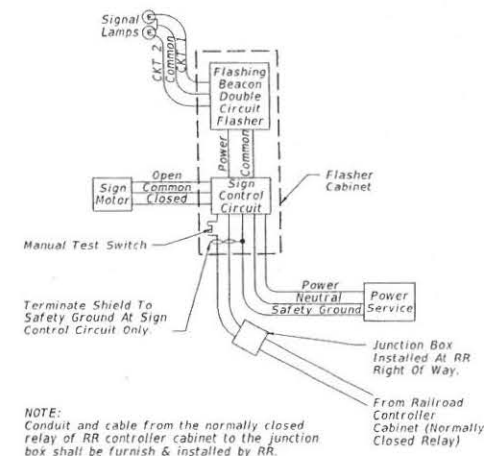


LOCATION OF THE ADVANCE WARNING SIGN

SPEED (mph)	DISTANCE (ft)
Min.	50
30	75
40	125
50	250
55	325

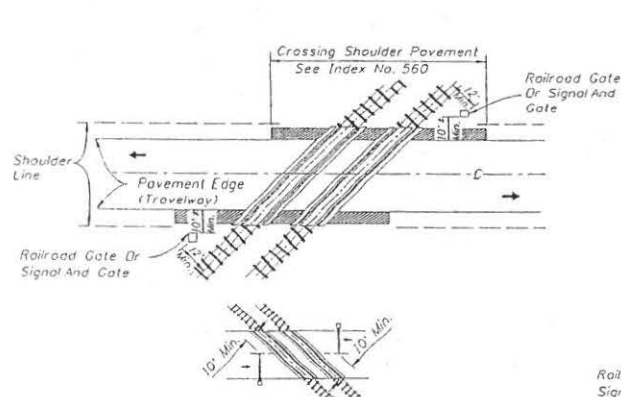


TYPICAL PLAN

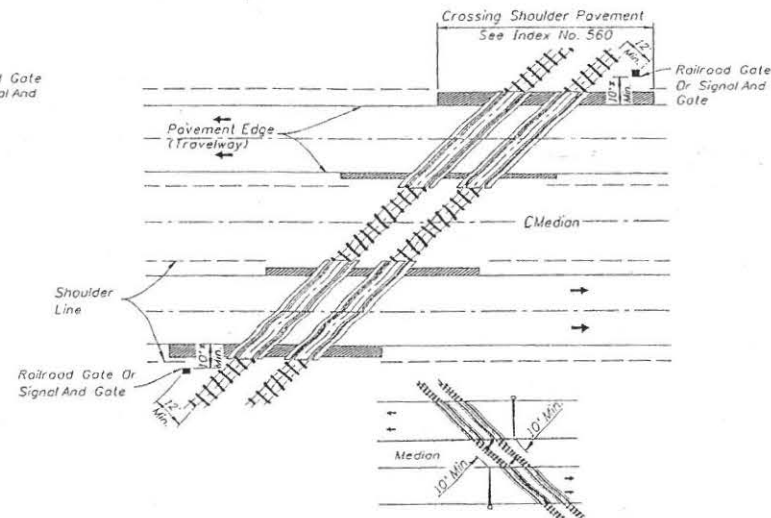


FUNCTIONAL BLOCK DIAGRAM

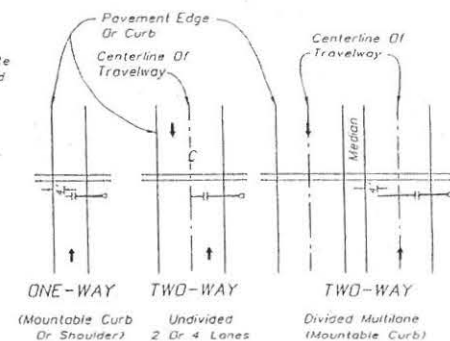
LAST REVISION 07/01/05	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	ADVANCE WARNING FOR R/R CROSSING	INDEX NO. 17881	SHEET NO. 1 of 1
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SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 - LANE DESIGN)



SIGNAL PLACEMENT AT RAILROAD CROSSING  
(4 - LANE DESIGN)



Note:  
Arrows denote direction of travel not lane indication

FIGURE 1  
Gate Length Requirements  
See Note 5 Sheet 3

Gong Type  
Highway Crossing Bell  
(1 Minimum Per Crossing)

Back-To-Back  
Flasher Units

Crown Of  
Roadway

Travelway

Paved Shoulder

TYPE I

Back-To-Back  
Flasher Units

Varies

1/2 Approach  
Width

17' Min.

12" Max.

7'-6" Min.

9'-6" Max.

10' Min.

4" Max.

Crown Of Roadway

Travelway

Paved Shoulder

TYPE II

Gong Type  
Highway Crossing Bell  
(1 Minimum Per Crossing)

Back-To-Back  
Flasher Units

Edge Of Background Or  
Post Nearest Highway

Crown Of Roadway

Travelway

Paved Shoulder

TYPE III

Back-To-Back  
Flasher Units

Varies

1/2 Approach  
Width Min.

16" Alternate  
ReflectORIZED Red  
And White Sheeting,  
Both Sides

15' Min.

9'-6" Max.

10' Min.

4" Max.

Crown Of Roadway

Travelway

Paved Shoulder

See Fig. 1, This Sheet

TYPE IV

#### General Notes

1. No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
2. Advance flasher to be installed when and if called for in plans or specifications.
3. Top of foundation shall be no higher than 4" above finished shoulder grade.
4. Type of traffic control device
  - I Flashing signals
  - II Flashing signals with cantilever
  - III Flashing signals with gate
  - IV Flashing signals with cantilever & gate
  - V Gate
5. Class of traffic control devices
  - I Flashing signals - one track
  - II Flashing signals - multiple tracks
  - III Flashing signals and gates - one track
  - IV Flashing signals and gates - multiple tracks

\* When 10' is deemed impracticable the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.

Note:

Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.



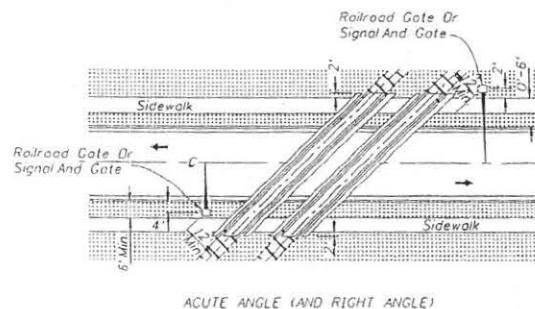
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## RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

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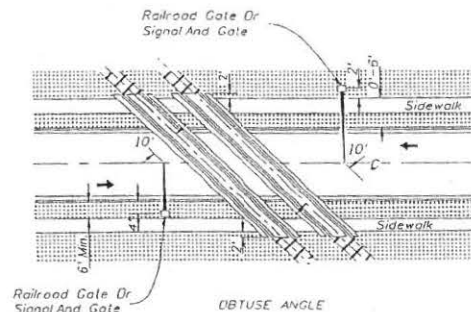
Sheet No.  
1 of 4





ACUTE ANGLE (AND RIGHT ANGLE)

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

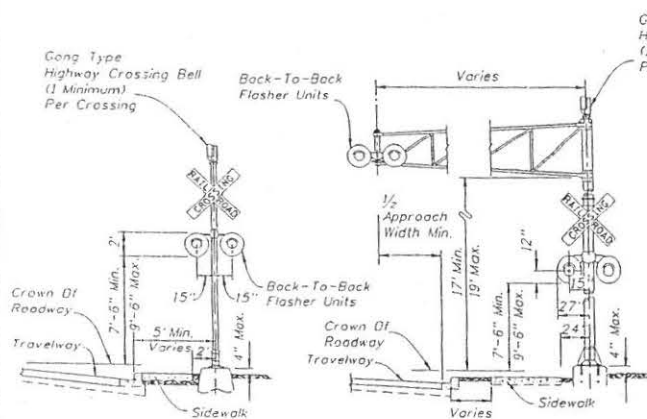


OBTUSE ANGLE

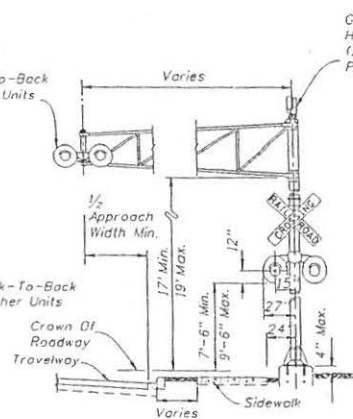
SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)

#### GENERAL NOTES

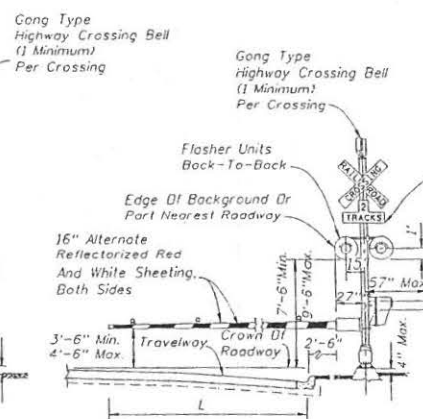
1. The location of flashing signals and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location 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.



TYPE I



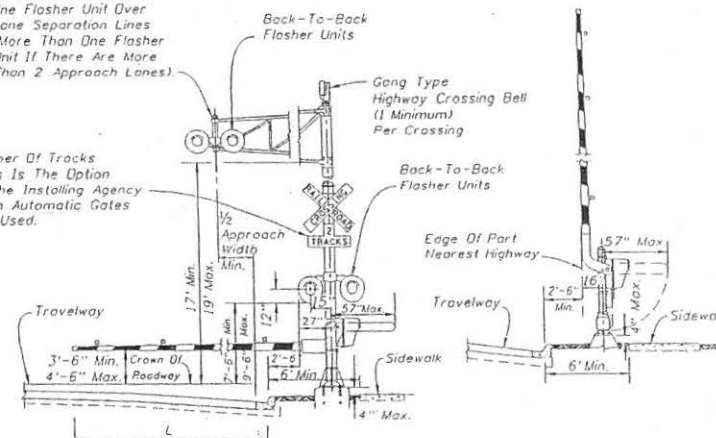
TYPE II



TYPE III

As A Minimum, Position One Flasher Unit Over Lane Separation Lines (More Than One Flasher Unit If There Are More Than 2 Approach Lanes).

Number Of Tracks Signs Is The Option Of The Installing Agency When Automatic Gates Are Used.



TYPE IV

TYPE V

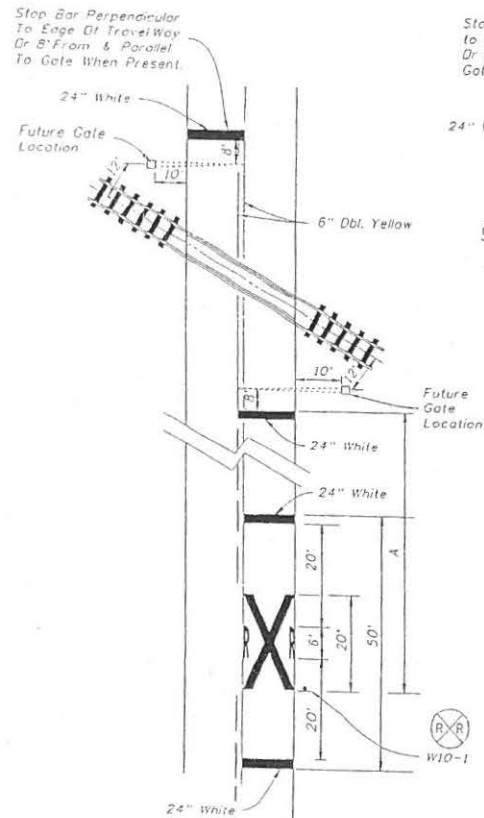


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### RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

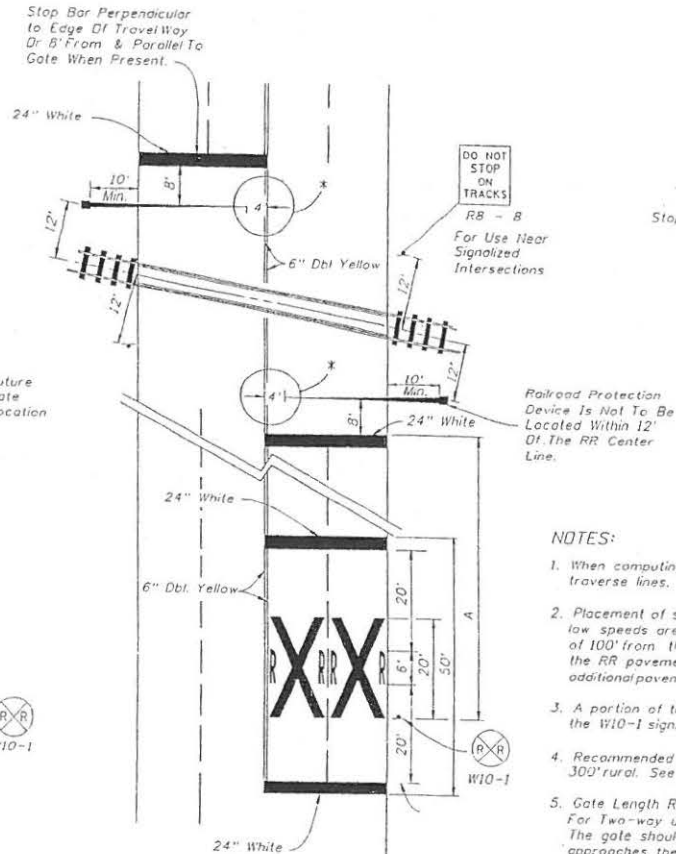
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# RAILROAD CROSSING AT TWO (2)-LANE ROADWAY

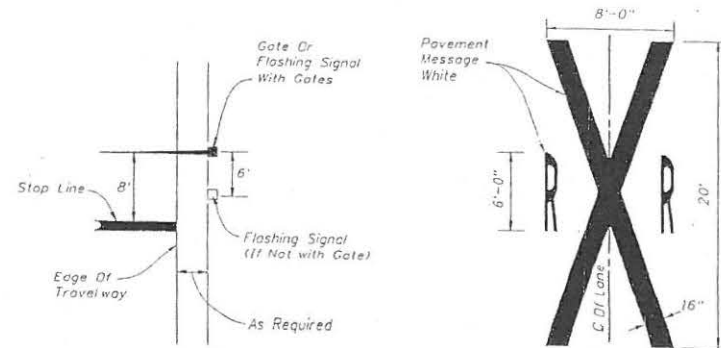


SPEED MPH	"A" IN FT.
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 MIN.

# RAILROAD CROSSING AT MULTILANE ROADWAY

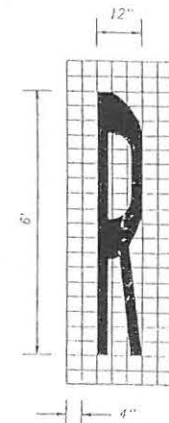


# RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES



## NOTES:

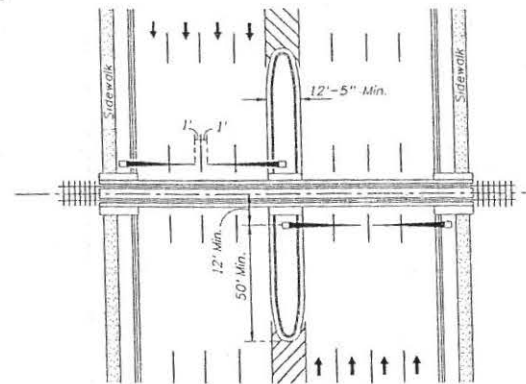
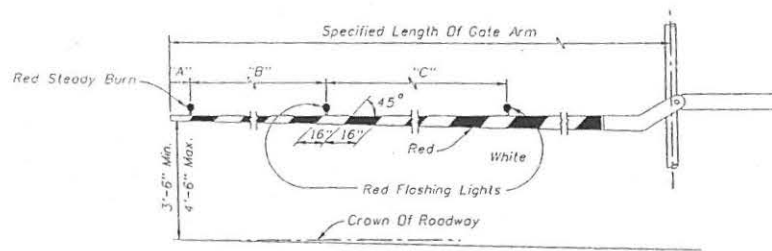
- When computing pavement message, quantities do not include traverse lines.
- Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100' from the crossing. Where street intersections occur between the RR pavement message and the tracks an additional W10-1 sign and additional pavement message should be used.
- A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
- Recommended location for FTP-61-06 or FTP-62-06 signs, 100' urban and 300' rural. See Index 17355 for sign details.
- 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'.



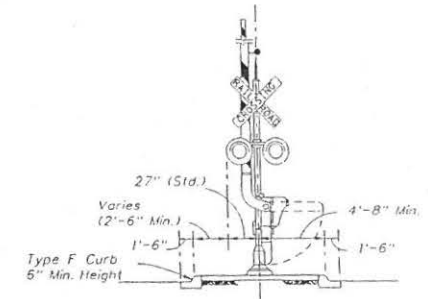
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## RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

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PLAN



MEDIAN SECTION AT SIGNAL GATES

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".

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'

MEDIAN SIGNAL GATES FOR  
MULTILANE UNDIVIDED URBAN SECTIONS

(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)



2008 FDOT Design Standards

RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES

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## CITY RESOLUTION

## GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43167915801	NW 38th Street	BROWARD	1(X&SR)	

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

RESOLUTION NO. R-2015-111

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on South Florida Regional Transportation Authority (SFRTA), which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF Oakland Park, FLORIDA:

That the City of Oakland Park enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the SFRTA Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 431679-1-58-01 on NW 38th Street which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 628189A located in Oakland Park, Florida; and

That the City assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Mayor and City Clerk be authorized to execute such agreements with the State of Florida Department of Transportation and the SFRTA Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the City Commission of the City of Oakland Park, Florida, this 9th day of September, 2015.




Authorized Signature

Name: Jedidiah Shank

Title: Mayor

ATTEST:



Authorized Signature

(SEAL)

Name: Renee Shout

Title: City Clerk

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**RESOLUTION NO. R-2015-111**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TRI-PARTY AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE SOUTH FLORIDA REGIONAL TRANSIT AUTHORITY FOR CONSTRUCTION OF CROSSING IMPROVEMENTS IN COORDINATION WITH THE PARK LANE PHASE V PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission deems it to be in the best interests of the City to approve and authorize the proper City officials to execute a Tri-Party Agreement with the Florida Department of Transportation and the South Florida Regional Transit Authority for construction of crossing improvements in coordination with the Park Lane Phase V Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City officials to execute a Tri-Party Agreement with the Florida Department of Transportation and the South Florida Regional Transit Authority for construction of crossing improvements in coordination with the Park Lane Phase V Project. A copy of the Agreement is attached hereto as Exhibit "A".

**SECTION 3.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** This Resolution shall become effective immediately upon its passage and adoption.

**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 9<sup>th</sup> day of September 2015.

MAYOR JED SHANK

T. LONERGAN	YES
S. MCCARTNEY	YES
J. ADORNATO	YES
S. GUEVREKIAN	YES
J. SHANK	YES

ATTEST:

Renee M. ShROUT  
RENEE M. SHROUT, CMC, CITY CLERK



TO: PG404YH@dot.state.fl.us  
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARS56

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #ARS56 Contract Type: Method of Procurement:  
Vendor Name: CITY OF OAKLAND  
Vendor ID: VF596000391002  
Beginning date of this Agmt: 02/25/15  
Ending date of this Agmt: 06/30/17

\*\*\*\*\*  
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 043010404 *OM	*790092 *	862046.00	*43167915801	*215	*20.205
2015	*55150200		*088717/15		
0001	*00 *		*0001/04		

Action: ORIGINAL Funds have been: APPROVED

55 043010404 *OM	*790078 *	134839.00	*43167916801	*215	*20.205
2015	*55150200		*088718/15		
0001	*01 *		*0002/04		

-----  
TOTAL AMOUNT: \*\$ 996,885.00 \*  
-----

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 02/26/2015