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

Financial Project I.D.	Road Name or Number	County Name	Parcel & R/W Number	FAP Number
435375-1-57-01	Copans Road	Broward	17(86070-2413)	00S4-052J

THIS AGREEMENT, made and entered into this ______ day of _____, ____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and <u>BROWARD</u> COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY, and the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, hereinafter called the SFRTA.

WITNESSETH:

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

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

WHEREAS, the DEPARTMENT and CSXT entered into an Amended South Florida Operating and Management Agreement 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 29th, 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 SFRTA, at the request and sole cost and expense of the DEPARTMENT is, constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by DEPARTMENT Project number <u>435375-1-57-01</u>, on <u>Copans Road</u> which crosses at grade the right-of-way and track(s) of the SFRC at milepost <u>SX 1,002.30</u> FDOT/AAR Crossing Number <u>628169N</u> at or near <u>Pompano Beach</u>, Florida as shown on the Project Plan Sheet No. <u>N/A</u> ("Project") attached hereto and made a part hereof, and

WHEREAS, the COUNTY is not a party to any of the aforementioned agreements and now agrees to enter into this Railroad Reimbursement Agreement ("Agreement") with **DEPARTMENT** and **SFRTA**.

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

- The COUNTY has requested at its sole cost and expense that SFRTA construct or reconstruct an at-grade railroad crossing, and necessary approaches thereto, within the DEPARTMENT's right-of-way along the SFRC, over its tracks at the above-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 COUNTY's expense a Standard Railroad Crossing Type _____ 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 and the cost of any reconstruction or rehabilitation thereafter shall be paid by the **COUNTY**. Upon completion of the crossing, the SFRTA shall be responsible for the 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 for single-track crossings, and for 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 for multiple-track crossings, in accordance with the Operating Agreement and the SFOMA Agreement. 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 COUNTY shall be responsible for the maintenance of the highway roadbed and surface outside the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that if the **COUNTY** does not properly

maintain the highway roadbed and surface outside the railroad ties, the **SFRTA** may, at its option and upon notification to the **COUNTY**, perform such maintenance work and bill the **COUNTY** directly for costs thus incurred. All costs required for any subsequent reconstruction or rehabilitation of the crossing, as may be requested by any of the Parties to this Agreement, shall be the sole financial responsibility of the **COUNTY**.

- If Railroad Grade Crossing Traffic Control Devices work is required for the Project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will install at the **COUNTY**'s expense automatic, railroad grade crossing traffic control devices at said location in accordance with the **DEPARTMENT**'s 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. The cost of maintaining all signals at the crossing shall be allocated as follows; fifty percent (50%) of the expense thereof in maintaining the same shall be borne by the **COUNTY**, and fifty percent (50%) of the cost shall be borne by the SFRTA, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. Actual funding for the signals has been provided for in the Operating Agreement. COUNTY shall submit its 50% of the cost of the Annual Maintenance costs to the **DEPARTMENT**. In instances where signals are installed and/or adjusted pursuant to this Agreement and found to be in satisfactory working order by the Parties hereto, the same shall be immediately put in service, operated and maintained by the SFRTA pursuant to the Operating Agreement and the SFOMA Agreement so long as SFRTA or successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the Parties hereto that the signals are no longer necessary; or until the said crossing is abandoned; or legal requirements occur which shall cease operation of those signals. The SFRTA agrees that any future relocation or adjustment of said signals shall be performed by the SFRTA, but at the expense of the party initiating such relocation. Upon relocation, the maintenance responsibility shall be in accordance with the provisions of this Agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.

- 4. Unless otherwise agreed upon herein, the **COUNTY** agrees to ensure that the advance warning signs and railroad crossing pavement markings will conform to the Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained in conformance with the MUTCD as applicable.
- 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 **Copans Road**. 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.
- 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 **COUNTY** 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 <u>\$2,000,000.00</u> combined single limit for bodily injury and/or property damage per occurrence and with an annual aggregate limit of no less than <u>\$6,000,000.00</u> 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 **COUNTY** hereby agrees to reimburse **SFRTA**, as detailed in this Agreement, for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions above. If the Project is for Signal Safety improvements under Title 23, Section 130, then the **DEPARTMENT** 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 be subject to payment by the **COUNTY**.
- 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 <u>\$38,343.00</u>. 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 COUNTY. If the Project is for Signal Safety improvements under Title 23, Section 130, then 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.
- 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**, the **COUNTY** and the **SFRTA**, that the **DEPARTMENT** and/or the **COUNTY** shall receive fair and adequate credit for any salvage which shall accrue to the **SFRTA** as a result of the above adjustment work.
- 15. Upon completion of the work, the SFRTA shall, within one hundred eighty (180) days, furnish the COUNTY with three (3) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The COUNTY shall reimburse the SFRTA for its portion of all actual costs attributable to the Project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Material shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

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

For Signal Safety Projects under the Rail/Highway Grade Crossing Safety Improvement Program; the cost therefore shall be governed and reimbursed in accordance with Paragraphs 16 through 23 below.

16. Upon completion of the work, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **DEPARTMENT** with three (3) copies of its final and complete billing of all costs incurred in

connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The **DEPARTMENT** shall reimburse the **SFRTA** for its portion of all actual costs attributable to the Project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Material shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

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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 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.

- 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 pre-audit and post-audit 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."
- 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 granted to the **COUNTY** shall thereupon cease and terminate and the **COUNTY** will, at its sole cost and in a manner satisfactory to the **SFRTA** and the **DEPARTMENT**, remove said crossing and restore the **SFRC** property to the condition previously found, provided that the **SFRTA** may, at its option, remove the said crossing and restore its property, and the **COUNTY** will, in such event, upon bill rendered, pay to the **SFRTA** the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.
- 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
- 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.
- 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.
- 35. If the Operating Agreement between the **DEPARTMENT** and the **SFRTA** ceases to exist, the responsibilities of **SFRTA** may be assigned to a party operating the railroad.

Exhibit 1 Page 12 of 13

IN WITNESS WHEREOF, the Parties have made and executed this Contract: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its , duly authorized to execute same, AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, signing by and through its _____, duly authorized to execute same.

COUNTY

By

ATTEST:

Broward County Administrator, as Ex-Officio Clerk of the Broward County **Board of County Commissioners**

BROWARD COUNTY, by and through its Board of County Commissioners

Mayor

, 20 day of

Approved as to form by Joni Armstrong Coffey **Broward County Attorney** Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 (954) 357-7641 Telecopier:

Risk Management Division (Date) (Date)

Maya Moore (Date)

Assistant County Attorney

By

Michael J. Kerr (Date) Deputy County Attorney

Insurance requirements approved by Broward County

Signature

Print Name and Title abo

DEPARTMENT

ATTEST:	
	Florida Department of Transportation
	By (Signature)
Secretary	(Signature)
(Print/Type Name)	(Type/Type Name and Title)
(Corporate Seal)	day of, 20
Legal Review (DEPARTMENT):	
BY:	
	<u>SFRTA</u>
WITNESSES:	
(Signature)	South Florida Regional Transportation Authority
(Print/Type Name)	By (Signature)
(Signature)	(Type/Print Name and Title)
(Print/Type Name)	day of, 20
(Corporate Seal)	

Approved as to form and legal sufficiency

By:

SFRTA General Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

Exhibit 1 Page 14 of 31 725-090-41 RAIL OGC - 07/16

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43537515701	Copans Road	BROWARD	17(86070-2413)	00S4-052J

COMPANY NAME: South Florida Regional Transportation Authority

A. FDOT/AAR XING NO.: 628169N	RR MILE POST TIE: SX 1,002.30		
B. TYPE SIGNALS PROPOSED IV	CLASS IV DOT INDEX: 17882		

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

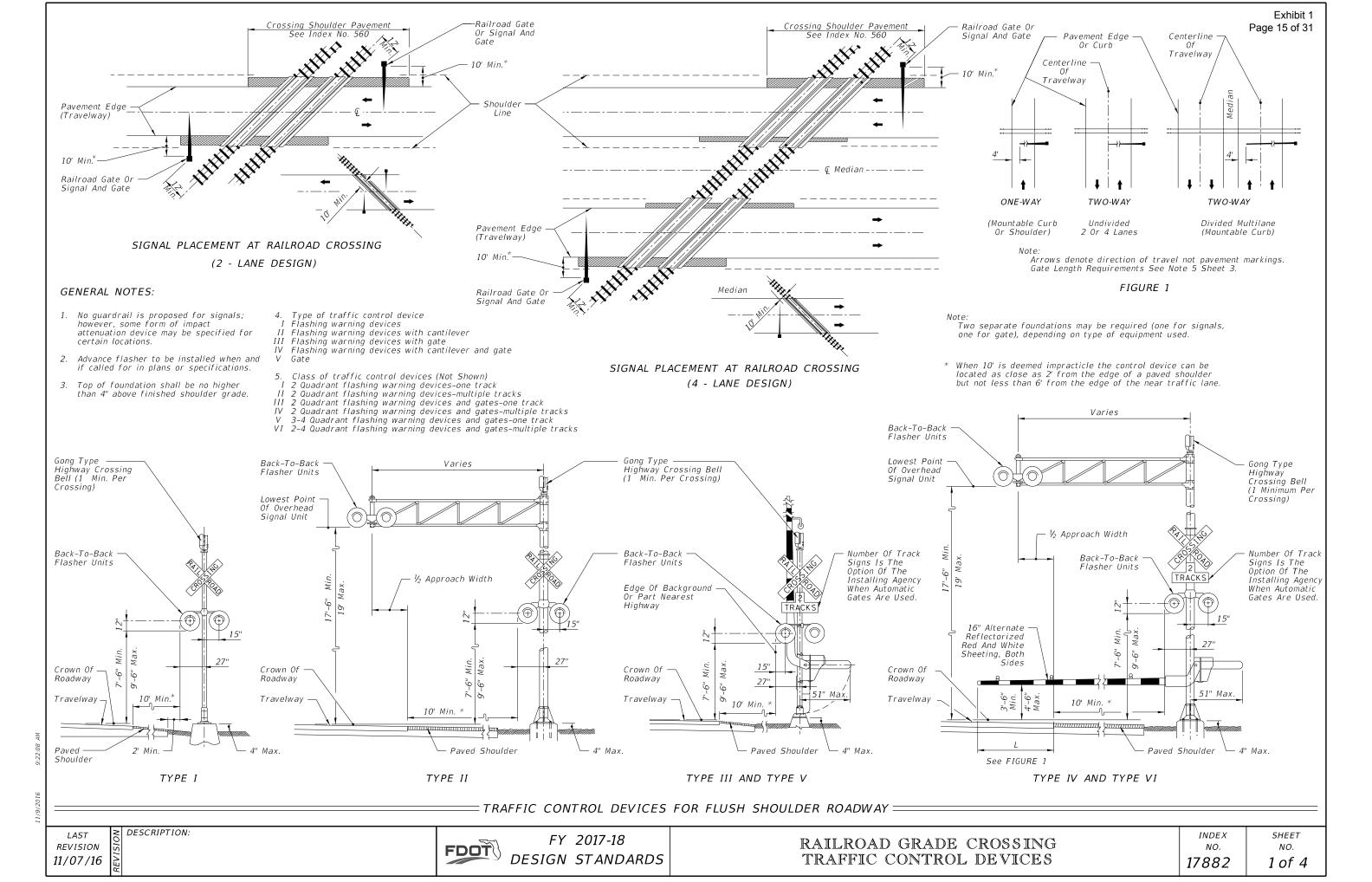
Annual Maintenance Cost Exclusive of Installation

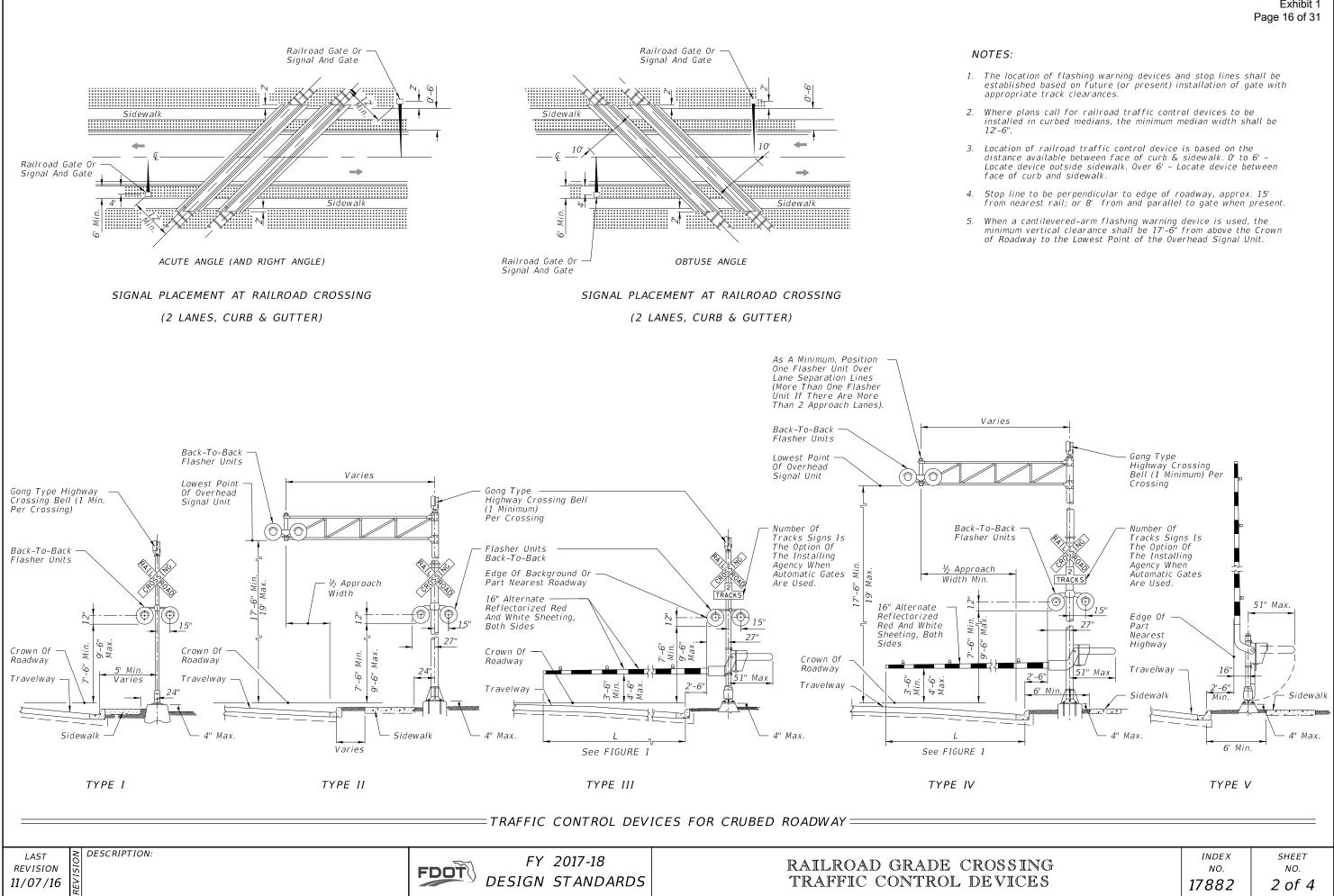
<u>CLASS</u>	DESCRIPTION	COST*
I	2-Quadrant Flashing Lights with One Track	\$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$8,930.00
VI		

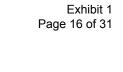
AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011 Public Railroad-Highway Grade Crossing Costs

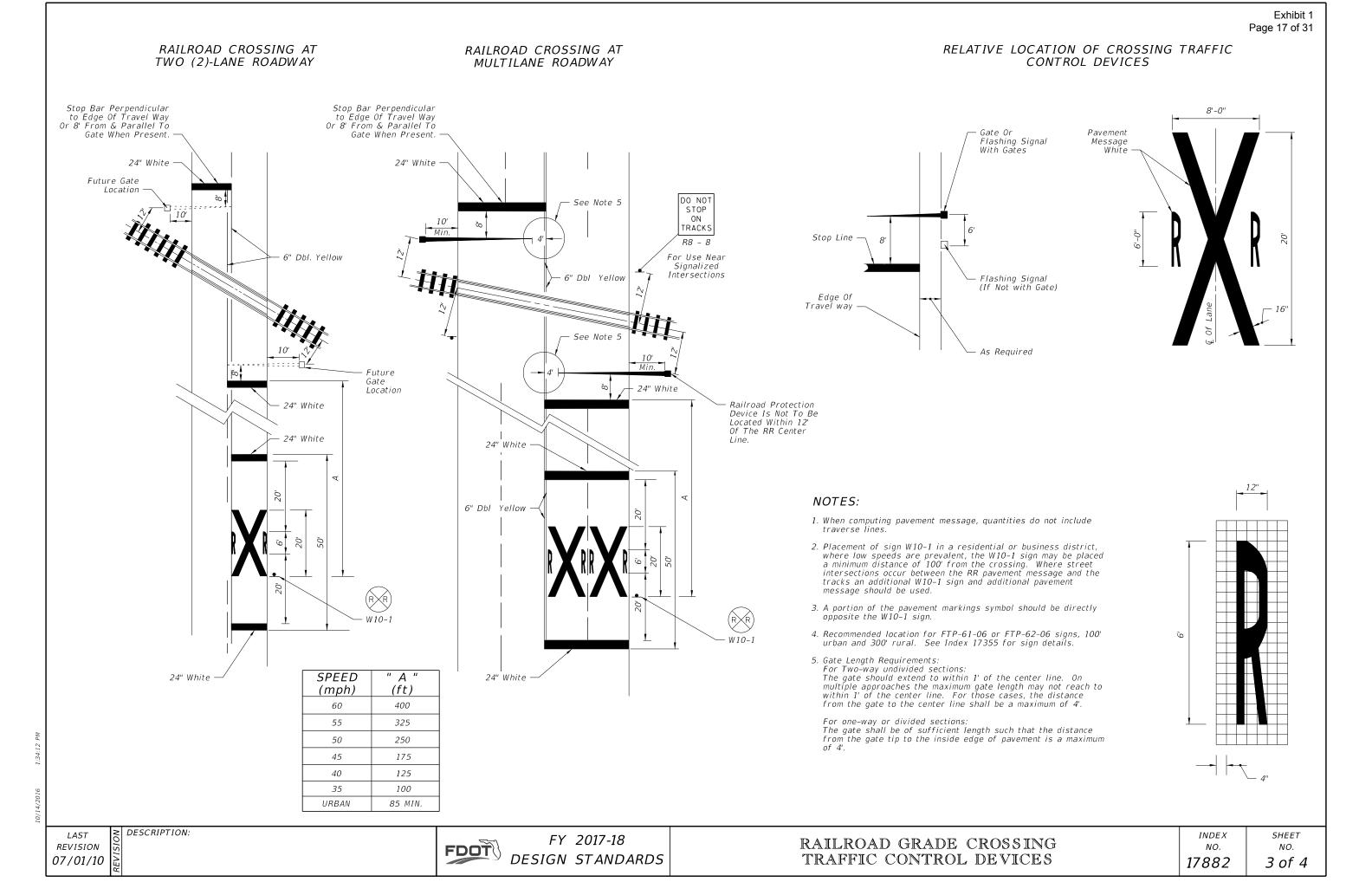
EFFECTIVE DATE:July 22, 1982GENERAL AUTHORITY:334.044, F.S.SPECIFIC LAW IMPLEMENTED:335.141, F.S.

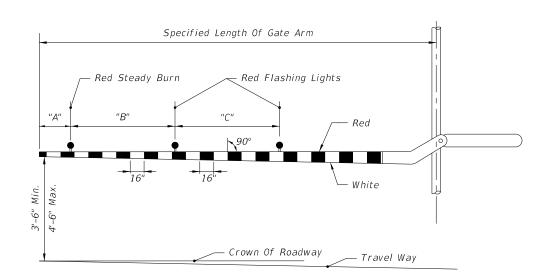
*This schedule will become effective July 1, 2016 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.





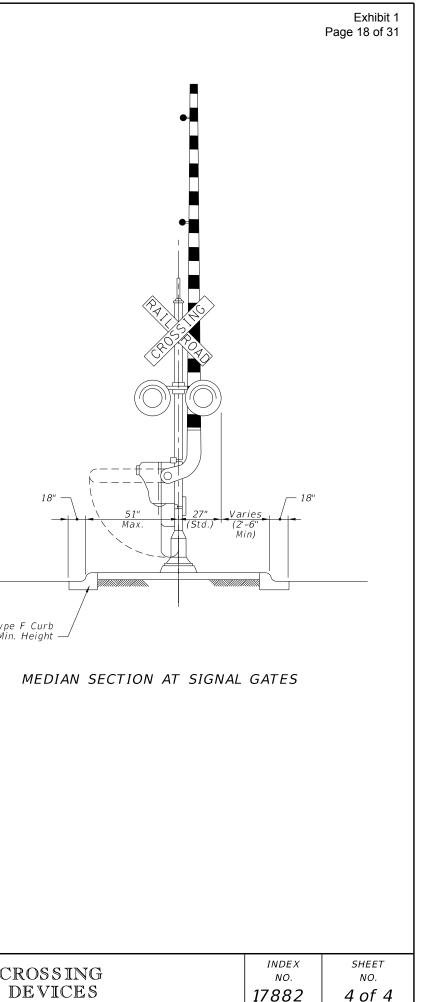






12'-5" Min. - #### Min 1 1

PLAN



Type F Curb 6" Min. Height

RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20–23 Ft.	28"	4'	5'
24–28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

NOTE: For additional information see the "Manual On Uniform Traffic Control Devices", Part 8; The "Traffic Control Handbook" , Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".

MEDIAN SIGNAL GATES FOR

MULTILANE UNDIVIDED URBAN SECTIONS

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

LAST	NC	DESC
REVISION	SIG	
01/01/12	EVI	



FY 2017-18 DESIGN STANDARDS

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

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

		ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUME	
		Copans Road	BROWARD	17(86070-2413)	00S4-05	
		RAILRC	DAD COMPANY			
		South Florida Regior	nal Transportation A	Authority		
	JOB DESCRIPTION & LOCATION: 8 LED sets, and Radio Keydown					
	TYPE OF ROADWAY F	ACILITY: 6 thru lanes an	d 1 auxiliary/turn la	ne		
	FDOT/AAR XING NO.:	628169N	RR MILE POS	ST TIE: SX 1,002.30		
	TYPE CROSSING PRO	POSED: IV C	LASS: IV	DOT INDEX NO.: 17882		
	STATUS AND PROPO	SAL:				
	1. EXISTING DEVICES	S: (See Agre	ement dated)		
		ew Crossing.				
		ick and Disk.				
		g Signals with Disk. g Signals with Cantilever.				
		Signals with Gates.				
		Signals with Cantilever and Ga	ates.			
	2. PROPOSED DEVIC	ES [.] (Safety In	dex Rating 7)		
		ion required.	<u> </u>	/		
		ick and Disk.				
	c. Flashing	g Signals and Disk.				
	d. Flashing	Signals with Cantilever.				
		Signals with Gates.				
		Signals with Cantilever and Ga	ates.			
	gRelocat (1)	e existing signal devices:	Cotoo			
	(1)(2)	(With-Without) addition of ((With-Without) synchroniza		ffic signals		
	(3)	(With-Without) constant wa	• •	nio olgnalo.		
		D/OR POWER LINE ADJUSTM	-			
			IEINI S		.	
	1. N/A By Others (2. N/A By Railroad			(Company.)	
	AUTHORITY REQUES	TED:		(Draft attached: 🔲 Yes 🛛	🗙 No.)	
	÷	(Third Party Participating)	
		al Agreement No.				
	3. Crossing Pe					
	4. Estimate fo 5. Letter of Au	r Change Order No.				
		nfirmation (No Cost to Departm	ent).			
		······				
	OTHER REMARKS:					
	Negotiations to be com	pleted by:				
	Signal installation targe	t date:				

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

OFFICE OF MODAL DEVELOPMENT DISTRICT 4 RAIL OFFICE

PROJECT SCOPE AND COST ESTIMATE

PROJECT INFORMATION

Financial Project No	.: 435375-1-57-01
FAP Number:	0084-052 J
Location:	West Copans Road
County:	Broward
Crossing No.:	628169-N
RR. MP.:	SX 1,002.30
Company:	South Florida Regional Transportation Authority

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

8 LED sets, Keydown, Installation, Engineering Inspection and
Labor\$ 38,343.00

TOTAL ESTIMATED COSTS......\$ 38,343.00





CONTRACT AMENDMENT NO.

Contract No.14-012Amendment No.Maintenance of Way ("MOW") ServicesProject:Maintenance of Way ("MOW") ServicesContractor:VTMIContractor Estimate No.: 031N/A

The following changes are hereby authorized to be performed by the Contractor, for the stipulated cost and/or time extension herein, upon the signatures below by SFRTA.

Description of Changes, Reasons Therefore, and Cost and/or Time Extension for Each:

SFRTA requires the services of VTMI to perform signal safety upgrades to the grade crossing on Sample Rd in Broward County which have been requested by the City of Pompano Beach and FDOT. VTMI shall provide all necessary labor, equipment and materials to supply the following:

Hardware design, materials, construction, and in-services testing for the replacement of eight existing sets of incandescent crossing signal lights with new LED crossing signal lights and the installation of radio key down at W. Copans Rd (628169N)

Change:

- A. VTMI shall perform a survey of the jobsite
- B. VTMI shall procure all materials necessary for the installation of the signal safety upgrades and shall deliver all material to the jobsite.
- C. VTMI shall remove and dispose of and/or salvage the existing upgraded signal material.

Reason for change: FDOT has requested SFRTA have this work performed.

Cost of Change: Total Maximum Not-To-Exceed Amount - \$38,342.59

Time Extension for change: N/A - Within Contract Timeframe

TOTAL

\$38,342.59

The following changes are hereby authorized to be performed by the Contractor, for the stipulated cost and/or time extension herein, upon the signature below by the representatives of SFRTA.

It is agreed that this Amendment shall not alter or change in any manner the force and effect of the Contract Documents, including any previous amendments thereto, except insofar as the same is altered and amended by this Amendment.

SFRTA and the Contractor agree that the Contract time adjustment and the sum agreed to in this Amendment constitutes a full and complete settlement of all the matters set forth herein, including all direct cost for equipment, manpower, materials, overhead, profit, and delay relating to the issues set forth in the Amendment. Furthermore, the Contractor accepts the terms of this Amendment as related to cost determinations as full compensation for all costs of equipment, manpower, materials, overhead, profit and delay damages and for all their costs. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Amendment.

Accepted by Procurement: Signature: Name and Title: Date:	Accepted by Project Manager: Signature: Name and Title: Date:
Accepted by Contractor: Bignature: Bignature	Approved by SFRTA Executive Director: Signature: Name and
Date: 3/23/14	Date:
Approved as to form and legal sufficiency: Signature:	
Name and Title:	

Date:



Copans Rd Signal Safety Upgrades X-ing 628169N



Extra Work	031
Name	Copans Rd Signal Safety Upgrades X-ing
Date	3/21/2016

Estimator Name	Brian Goss
Estimator E-mail	marcus.goss@transdev.cc
Estimator Phone	(770) 480 3120

1. Scope of Work Supply the necessary hardware design, materials, construction, and in-service testing for the replacement of eight existing sets of incandescent signal lights with LED signal lights and the installation of radio key down

Estimate valid for 30 days

Total Cost: \$ 38,342.59



Copans Rd Signal Safety Upgrades X-ing 628169N



2. Cost:

A. Management

I. Labor

Position	Work Hours	FBLC Hourly Rate	Labor Bid Total
Facility Manager	-	46.78	-
Office Manager	8.00	41.30	330.42
Materials Manager	-	70.48	-
RMIS Technician	-	30.36	-
Safety Manager	-	89.19	-
General Manager	-	107.06	-
Roadmaster	-	65.51	-
Signal Manager	8.00	65.51	524.05
Sr. Manager Comm. & Sig.	-	94.01	-
Signal Manager	-	63.11	-
Communications Manager	-	63.11	-
Project Manager	-	-	-
	-	-	-
	Managem	ent Labor Total	854.48

II. Vehicle

	Description	Hours	Equip. Rate	Equip. Bid Total
Pick-up F150		-	16.80	-
SUV		-	13.23	-
		-	-	-
		-	-	-
	Mar	agomont Eg	uinmont Total	

Management Equipment Total



Copans Rd Signal Safety Upgrades X-ing 628169N



B. Track Costs

I. Labor

Position	WK HRS RE	WK HRS	HRLY RATE	HRLY RATE	RE TOTAL	OT TOTAL	TOTAL
POSITION	WK HKS KE	OT	RE	ОТ	COST	COST	TOTAL
RR Track Welder Helper	-	-	44.32	59.18	-	-	-
RR Track Foreman	-	-	51.41	70.24	-	-	-
Tamper Operator	-	-	52.83	71.96	-	-	-
Flagman	-	-	41.45	54.88	-	-	-
Track Inspector	-	-	51.41	70.24	-	-	-
RR Equipment Operator II	-	-	48.56	65.96	-	-	-
RR Equipment Operator I	-	-	47.40	64.22	-	-	-
Track Laborer/Trackman	-	-	43.35	58.16	-	-	-
RR Welder	-	-	48.50	65.87	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
					Tra	ck Labor Total	-

II. Equipment

Description	Hours	Equip. Rate	Equip. Bid Tota
F350 Hi-rail	-	26.20	-
Prentice	-	78.81	-
Backhoe	-	49.24	-
Loader 966 CAT	-	97.27	-
Speed swing	-	57.06	-
Swivel Dump Hi-Rail	-	82.85	-
Welding Van	-	84.91	-
Light tower	-	10.16	-
Pup tamper	-	145.28	-
Air Compressor	-	8.71	-
Hi-Rail crew cap	-	26.20	-
Tamper Mark 4	-	240.00	-
Dynamic Stabilizer	-	163.33	-
Regulator	-	123.20	-
Hi-Rail Section truck	-	69.43	-
Gradall	-	64.35	-
Tilt trailer	-	8.00	-
Dump truck	-	58.64	-
Pick-up 150	-	16.80	-
	-	-	
	Track Ec	uipment Total	-

III. Materials

Туре	Qty.	UOM	Unit Price	Freight	Cost
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
			Track M	laterials Total	-

Track Materials Total



Copans Rd Signal Safety Upgrades X-ing 628169N



C. Signal

I. Labor

Position	WK HRS RE	WK HRS	HRLY RATE	HRLY RATE	RE TOTAL	OT TOTAL	TOTAL
Signal Maintainer	-	-	52.59	72.01	-	-	-
Signal Inspector/Comm Tech	-	40.00	63.80	88.82	-	3,552.80	3,552.80
Signalman	-	-	52.59	72.01	-	-	-
Signal Foreman	-	-	58.78	81.41	-	-	-
	-	-	-	-	-	-	-

II. Equipment

Signal Labor Total 3,552.80

Description	Hours	Equip. Rate	Equip. Bid Total	
Signal truck	-	17.83	-	
Signal Hi-Rail vehicle	-	20.96	-	
Hi-Rail boom truck	-	84.92	-	
Bucket Truck	-	40.11	-	
Pick-up 150	40.00	16.80	672.00	
	-	-	-	
	-	-	-	
	-	-	-	
Signal Equipment Total				

III. Materials

Туре	Qty.	UOM	Unit Price	Freight	Cost
					-
					-
					-
					=
					-
					-
					-

Signal Materials Total ______-



Copans Rd Signal Safety Upgrades X-ing 628169N

D. Structures Department

I. Labor

Position	WK HRS RE	WK HRS	HRLY RATE	HRLY RATE	RE TOTAL	OT TOTAL	TOTAL
		OT	RE	ОТ	COST	COST	TOTAL
Bridge Foreman	-	-	46.70	62.75	-	-	-
Bridge Tender	-	-	45.38	61.20	-	-	-
Bridge Laborer	-	-	42.40	56.31	-	-	-
	-	-	-	-	-	-	-

II. Equipment

Structures Labor Total

	Description		Hours	Equip. Rate	Equip. Bid Total
Utility Van			-	15.00	-
Pick-up 150			-	11.00	-
			-	-	-
Structures Equipment Total					-

III. Materials

Туре	Qty.	UOM	Unit Price	Freight	Cost
					-
					-
					-
					-
					-
					-
					-

Structures Materials Total



Copans Rd Signal Safety Upgrades X-ing 628169N



E. Facility

I. Labor

Position	WK HRS RE	WK HRS	HRLY RATE	HRLY RATE	RE TOTAL	OT TOTAL	TOTAL
	WK HKS KE	OT	RE	ОТ	COST	COST	TOTAL
Janitor	-	-	35.76	46.34	-	-	-
Carpenter	-	-	39.17	51.46	-	-	-
Electrician	-	-	42.59	56.59	-	-	-
Painter	-	-	35.76	46.34	-	-	-
	-	-	-	-	-	-	-
					Facili	ty Labor Total	-

II. Equipment

Description	Hours	Equip. Rate	Equip. Bid Total
Transit Van	-	55.00	-
Paint Sprayer	-	14.00	-
Pick-up 150	-	11.00	-
	-	-	-

Facility Equipment Total

-

III. Materials

Туре	Qty.	UOM	Unit Price	Freight	Cost
					-
					-
					-
					-
					-
					-
					-
				Asterials Tatel	

Facility Materials Total



Copans Rd Signal Safety Upgrades X-ing 628169N

Exhibit 1 Page 29 of 31

F. Sub-Contractors

Name	Description	Price Per	UOM	Unit Price	Sub. Bid Total
XORAIL	Signal Safety Upgrades	1.00	LS	25,013.73	25,013.73
RPS	Flagging	1.00	LS	5,940.00	5,940.00
					-
					-
					-
					-
					-
					-
			Sub-Cor	stractors Total	30 953 73

Sub-Contractors Total 30,953.73

G. Mobilization & Demobilization

Туре	Detail	Bid Total
	Mobe/Demobe Total	-

H. Miscellaneous

Description		Cost
	Miscellaneous Total	

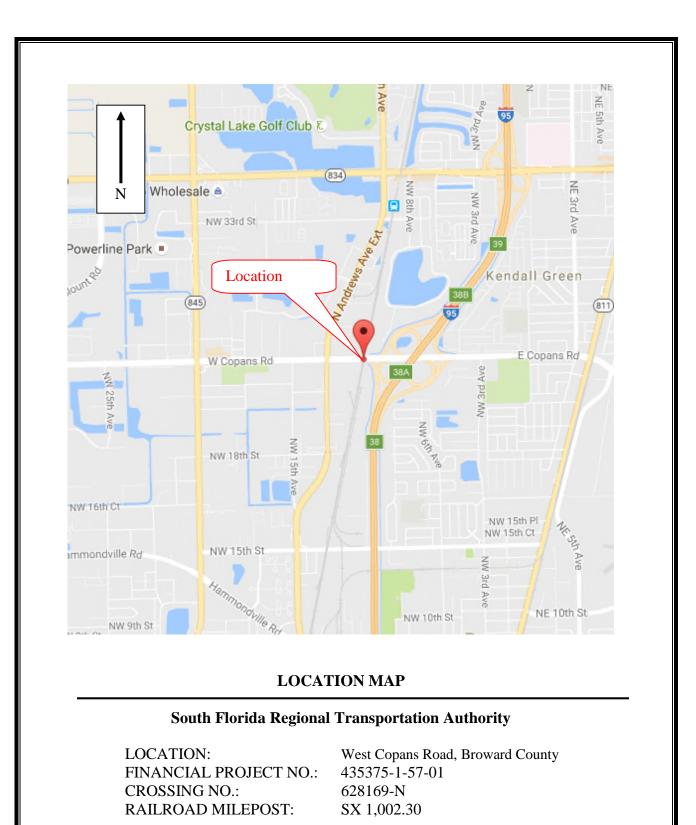
Miscellaneous Total

3. Summary

Туре	2	Cost
Total Labor		4,407.28
Total Equipment		672.00
Total Materials		-
Total Mobilization		-
Total Miscellaneous		-
	Subtotal	5,079.28
	15% Markup	761.89

Total \$ 5,841.17

Sub Contractor Tota	30,953.73
5% Marku	b 1,547.69
Tota	l 32,501.42
Price Per Square Foo	t 38,342.59



Crossing No: 6281	169N Roadway	W COPAN	NS RD		RR S	treet: Dis	strict: 4 Count	ty: Bro	ward
PUBLIC HWY		AT GRA	DE Co	omme	ercial City:	Pompano Beach IN CITY OF	PENTRACK AC	CTIVE	Exhibit Page 31 of 31
Rank 2016:	SR No.:				RR Con	ipany: SFRV	Date: 06/07/20		
Rank 2015: 7	CR No.:				Division		Team Members		
Rank 2014:	US No.:			•		sion Name: MIAMI	Allbritton		
	Latitude:		6.26040		Branch RR Mile		Henry Parrish Dan Tessoff		
Field Review Comm	Longitude:	-80	0.14000	0		post. 1,002.30	Jamie Polidora		
							Mauricio Minolta	1	
Team Recommenda	ations: 8 ED sets K	evdown					Aaron Watt		
		oyuomi					Ron Crawford		
Lighway Croady			15			Train Speed Range:	74-79		
Highway Speed:		60-90 D	45 FG	님		· -	79	¦¦¦⊦	
Crossing Angle: AADT:		53000 (20		님		Max Time Table Speed:		¦	
Percent Trucks:		10 (20 ⁻		남		Day Thru/Switch:	45/2	¦: -	
School Buses:		32 (20	· ·	H		Night Thru/Switch: Train Service: Freight, Intercity, Co	13/1	¦¦¦⊦	
Street Types:	Div	vided Highw		H		Passenger Count/Day:	54	¦¦¦	
Thru Lanes:	Dit	laca i ngini	6	H		Train Count Date:	05/01/2012	¦¦¦⊦	
Aux Lanes:			1	H		Main Tracks:	2	¦: -	
Hazmat Route?		I	NO			Other Tracks:	2	H-	
Emergency Servic	es Route?	Y	ΈS					담	
Emergency Notific	ation Signs:	Y	ΈS			Train Signals?	YES	IHH	
Crossbuck(4x4 po	st):		0			Train Signal Proximity:	YES	IHH	
Crossbuck Sign:			8			Train Detection:	AFO	머리	
Stop Sign:			0			Event Recorder?			
Yield Sign:			0			Number of Bells:	2		
Low Ground Clear	ance Signs:		0			Post Mounted Flashing Lights:	0		
Exempt Signs:									
Trespass Signs:		Y	'ES			Roadway Gate Count:	4		
W10-1 2	R10-6a	0		W	/8-1 0	Pedestrian Gate Count:	2		
W10-2 0	R11-2	0		W1	0-8 0		edian Gates		
W10-3 0	R15-2P	4		W1	0-9 0	Cantilevered Flashing Over Traffic:	4	I⊒⊦	
W10-4 0	R15-6	0		W10	-9P 0			니니	
W10-11 0	R15-6a	0	١	W10-	11a 0	Cantilevered Flashing Not Over Tra	ffic: 0 YES	님님	
W10-12 0	R15-7	0	١	W10-	11b 0	Intersecting Roadway?		님님	
R3-1a 0	R15-7a	0	٧	N10- ⁻	13P 0	Signalized?	YES	: - -	
R3-2a 0	R15-8	0	٧	N10- ⁻	14P 0		erconnected	니님ト	
R8-8 2	Pvt Crossing	0	W	10-14	4aP 0	Traffic Signals Controlling?		님 -	
R8-9 0	Look Out	0	٧	N10- ⁻	15P 0	Preemption:	NO	니님ト	
R8-10 0	R8-8 w/Beacon	0		S	low 0	Traffic Pre-Signals?	NO	빋늬	
R8-10a 0	W3-1	<u>۱</u>	W10-1w	//Bea	con 0	8" Count:	0	빋나	
R10-6 0	W3-3		LE	ED Si	gns 0	12" Count:	8	님님	
Surface Installmer	nt Date:					LED Count:	0	빋늬	
Surface Type:		CONC	CRETE			Install - Upgrade: 02/04/1988		닏	
Pvmt Mrk:	STOPLINES AN					Maintenance Responsibility:	STATE	니브ㅏ	
Surface Condition			FAIR			Roadway Paved:	YES	빋ᆜ┝	
Approach:		LOS B = L				Tracks run down street?	NO	니브ᅡ	
Vehicle Reaction:		_OS B = Vi				Sidewalks on Crossing Approach?	YES	닏ㅏ	
Driver Reaction:	LOS B = Some		-			Sidewalks Thru Crossing?	YES	빋ᆜ┝	
		LOS B = L				Crossing illuminated?	YES	닏닏	
Rail/Pad Movemer					000	Commerical Power?	YES		
	10/2002, 03/2002,	11/2001, 00	0/1992,	01/1	990	Alternative Power?	NO		
						Recommended Warning Device: O	VERPASS		