

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF PUBLIC TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - CITY
SOUTHEAST CORRIDOR ONLY

K 99-452
10-15-97
CSX-31292

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
86	000	6202	Taft Street	Broward	1(SIG-R)	

THIS AGREEMENT, made and entered into this 12 day of DEC, 1997, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the **DEPARTMENT**, and CSX TRANSPORTATION, INC., a corporation of Virginia, with its place of business in the City of Jacksonville, County of Duval, State of Florida, and authorized to do business in the State of Florida, hereinafter called **CSXT**, and the City of Hollywood, a political subdivision of the State of Florida, hereinafter called the **CITY**, and the Tri-County Rail Authority, hereinafter called the **TCRA**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** and **CSXT** entered into a Purchase and Sale Agreement for the South Florida Rail Corridor, hereinafter called **SFRC** described herein on May 11, 1988, at which time the **DEPARTMENT** became the owner of said property and **CSXT** retained an Easement for Rail Freight Operations within the **SFRC**, and under which **CSXT** manages and maintains the property on behalf of the **DEPARTMENT** pursuant to the Phase A Operating and Management Agreement, hereinafter called **Phase A Agreement** entered into on May 11, 1988 by **CSXT** and the **DEPARTMENT** and made a part of this agreement by reference thereto; and

WHEREAS, the **DEPARTMENT** wishes to conduct a demonstration project involving highway grade warning devices consisting of a Four (4) Quadrant Gate System that are not accepted as standard under the Manual of Uniform Traffic Control Devices and hereby directs **CSXT** to so install said demonstration highway grade crossing warning devices as authorized by the Federal Highway Administration; and

WHEREAS, the purpose of this project is to further develop existing research data and establish site specific design and operation variables such as the appropriate delay intervals of the activation of the flashing lights, the entrance gates, and between entrance and exit gates; and

WHEREAS, this project designated by the **DEPARTMENT** as Job No. 86000-6202, on Taft Street, which crosses at grade the **SFRC** and the **CSXT** Easement at Railroad M.P. 1018.78, FDOT/AAR Crossing Number 628279Y, at or near Hollywood, as shown on **DEPARTMENT's** Plan Sheet No. 1, attached hereto as a part hereof; and

WHEREAS, **TCRA** has requested and received a Federal Transit Administration (FTA) Grant # FL-03-0142 for this project, attached and made part of this agreement is EXHIBIT "A" FTA Master Agreement and EXHIBIT "B" Reverse Joint Project Agreement between the **DEPARTMENT** and **TCRA**.

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

1. (a) At the **DEPARTMENT's** request, **CSXT** shall provide, furnish or have furnished, all necessary materials required for, and will construct or install at **DEPARTMENT's** expense an Automatic Grade Crossing Signal Type III, Class III, SPECIAL (Four Quadrant Gate System) at said location in accordance with the **DEPARTMENT's** Plans and Standard Index Number 17882 by reference made a part hereof.

(b) Upon completion of the installation, **CSXT** shall be responsible for the maintenance of said installation in accordance with the **Phase A Agreement**. The initial construction cost shall be paid by the **DEPARTMENT** and shall not be paid from the Maintenance Account established in the **Phase A Agreement**. Maintenance of the grade crossing traffic control devices after initial construction shall be as specified in Paragraph 13 of this Agreement.

2. The **DEPARTMENT**, in its discretion will arrange for the synchronization of the railroad crossing devices with a video monitoring system. None of the parties shall disconnect the interconnection circuit or change or cause to be changed the video monitoring system without prior notice to the other. Each party shall maintain its respective devices, from the point of the junction box as provided for the interconnect cable.

3. Work contemplated hereunder shall at all times be subject to the approvals and notice provisions of the **Phase A Agreement**.

4. The **DEPARTMENT** will reimburse **CSXT** for the cost of watchman or flagging service when the **DEPARTMENT's** contractor is performing work in the **SFRC** or on **CSXT** Easement. Such costs shall be accrued and billed directly to the **DEPARTMENT**.

5. (a) The **DEPARTMENT** will require its contractor to furnish Railroad Protective Liability Insurance naming **CSXT** and the **DEPARTMENT** as Named Insureds, in a combined amount of at least Two Million Dollars (\$2,000,000.00) per occurrence, for all personal injuries, death, or property damage, subject to an aggregate limit of Six Million Dollars (\$6,000,000.00) per annual policy period. Said policy shall be written on the ISO/RIMA Form (ISO Form CG-00-35, or current for, with Pollution Exclusion Amendment Endorsement ISO No. CG-28-31). **DEPARTMENT** or contractor shall submit the original policy to **CSXT** and shall obtain **CSXT's** approval prior to commencing operations.

(b) The **DEPARTMENT** will also require its contractor to furnish a Certificate of Insurance showing that the contractor carries Contractors Public Liability and Property Damage Insurance (Applicable to the job in question) in the amount of Two Million Dollars (\$2,000,000.00) at a minimum, for all personal injuries, death, or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Transmittal 350 dated October 1, 1982, and any supplements thereto or revisions thereof.

6. The **DEPARTMENT** shall bear the cost of relocation of any utility (wire or pipe line) or communication line relocated as a result of the construction contemplated herein, unless the original agreement creating the occupation of such utility or communication line requires the utility or communication line company to relocate said line. **CSXT** agrees to hereby assist the **DEPARTMENT** in the enforcement of such original agreement, if so requested.

7. **CSXT** hereby agrees to install and/or adjust any necessary parts of **DEPARTMENT's** facilities or equipment along said road in accordance with the provisions of the Federal Aid Policy subchapter B, Part 140, Subpart I, and/or Subchapter G, Part 646, Subpart B, as required, and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. **CSXT** further agrees to do all of such work with its own forces or by a contractor paid under the supervision and approval of the **DEPARTMENT** and the Federal Highway Administration, when applicable.

8. The **DEPARTMENT** hereby agrees to reimburse **CSXT** for all costs incurred by it in the installation or adjustment of said facilities or equipment, in accordance with the provisions of the above indicated Reimbursement Policy, and any supplements thereto and revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the **DEPARTMENT**.

9. **CSXT** understand that: (1) the **DEPARTMENT** intends to seek reimbursement of a portion of the payments which it makes to the Railroad under this Agreement from **TCRA**; (2) to qualify for assistance from the Federal Transit Administration ("FTA"), **TCRA** will be required to comply with applicable terms and conditions, as more particularly set forth in Federal Transit Administration Master Agreement [Form FTA MA (1)] dated October 1, 1994, a copy of which is annexed to this Agreement as Exhibit A (the "FTA Master Agreement"); (3) FTA deems to constitute a "subrecipient", and a "third party contractor", for the purposes of the FTA Master Agreement; and (4) **TCRA** may request that the **DEPARTMENT** seek **CSXT's** compliance with certain terms and conditions of the FTA Master Agreement. Accordingly, it is agreed as follows:

(a) **CSXT** will undertake reasonable efforts to comply with those requirements of the FTA

Master Agreement which are necessary to TCRA's qualification for reimbursement of costs associated with the Project from FTA.

- (b) However, the parties acknowledge that the CSXT's undertaking pursuant to subparagraph (a) above shall not require that CSXT violate any of its collective bargaining agreements or to disrupt its operating practices or procedures. By way of example: (i) the Railroad's compliance with 41 CFR Part 60-1 shall satisfy the requirements of Section 20 (a) of the FTA Master Agreement to the extent such Section may apply to CSXT; (ii) CSXT shall not be required to comply with Section 22 of the Master Agreement or 29 CFR Part 5; and (iii) no agreement by CSXT to comply with such provisions other than in connection with the Project. In the event that CSXT determines that it is required to undertake efforts contrary to the understandings set forth above, CSXT shall promptly notify the DEPARTMENT and shall be entitled to cease performance of all affected work. In the event that the parties are unable to obtain a mutually acceptable resolution of the requirement in dispute within thirty (30) days thereafter, either party shall be entitled to terminate this Agreement by delivery of written notice to the other party. Should CSXT elect to cease performance of Work, CSXT shall take appropriate action to provide for safe and continuous rail operations, and all costs reasonably incurred by CSXT in ceasing performance of the Work (including, but not limited to, costs incurred in furtherance of safe and continuous rail operations) shall constitute reimbursable Project Costs and the parties shall execute a Notification to this Agreement to include such costs with the Estimated Project Cost.

10. The DEPARTMENT agrees that all costs incurred by the CSXT in compliance with the requirements of the FTA Master Agreement (including the cost and expenses of the CSXT's personnel and consultants) shall constitute Project Cost.

11. Attached hereto, and by reference made a part hereof, are plans and specifications of the work to be performed by CSXT pursuant to the terms hereof, and an estimate of the cost thereof in the amount of \$ 171,000.00 . All work performed by CSXT 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, where applicable.

12. All labor, services, materials and equipment furnished by CSXT in carrying out the work to be performed hereunder shall be billed by CSXT directly to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for CSXT shall also be furnished by CSXT to the DEPARTMENT.

13. Fifty percent (50%) of the cost for the operation and maintenance of the grade crossing traffic control devices by CSXT shall be borne by the DEPARTMENT, twenty-five percent (25%) shall be born by the CITY and twenty-five percent (25%) shall be paid pursuant to the Phase A Agreement,

all in accordance with the attached Schedule of Annual Cost of Automatic Highway Crossing Devices (revised for this project), said schedule being subject to future revision by the **DEPARTMENT**.

14. Unless otherwise agreed upon herein, the **CITY** agrees to insure that, at the crossing, the advance warning signs and railroad crossing pavement markings will conform to the Manual on Uniform Traffic Control Devices within thirty (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, as determined by the **DEPARTMENT**.

15. **CSXT** has determined that the method to be used in developing the 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.

16. If the **DEPARTMENT** and **CSXT** concur that an upgrading and/or betterment of the crossing beyond that contemplated in this agreement is desirable, then any cost associated with such upgrading or betterment shall be paid from the maintenance account provided for in the **Phase A Agreement**. If the **CITY** wishes to upgrade and/or better the crossing, such upgrade or betterment shall be paid for by the **CITY**.

17. All salvage value of materials resulting from the work contemplated herein shall be subject to the salvage provisions of the **Phase A Agreement**.

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

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to **CSXT'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 provision of the above indicated Reimbursement Policy, the **DEPARTMENT** agrees to compensate **CSXT** in the amount of

such actual costs as approved by the **DEPARTMENT's** auditor in accordance with Section 215.422, Florida Statutes.

19. Should the use of the Four (4) Quadrant Gate System become a hazard to either vehicular or train traffic, said experimental demonstration project of additional exit gates will be removed, and the crossing restored to previous condition. All restoration costs to be borne by the **DEPARTMENT**.

20. Should said crossing be abandoned, the **DEPARTMENT** may, at its sole discretion, remove said crossing or otherwise control or use said crossing as the **DEPARTMENT** desires.

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

22. Special provisions (if any, if none so state).

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

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



BY: *Rich Chesser*

ATTEST: *Maria L. Linton*
Secretary

CSX TRANSPORTATION, INC.

BY: *R. K. Beckham* R. K. BECKHAM, CHIEF ENGINEER
ENGR - DESIGN & CONSTRUCTION (SEAL)

ATTEST: *James A. Wilson*

TITLE: Assistant Secretary

CITY OF HOLLYWOOD, FLORIDA

BY: *Wanda Guibanti*

ATTEST: *Wanda Guibanti*
Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: *Jamie Alan Cole*
JAMIE ALAN COLE
CITY ATTORNEY

TRI-COUNTY RAIL AUTHORITY

BY: *Dr. K. K. K. K.*

(SEAL)

ATTEST: *Dr. Bruce*

Approved as to Form, Legality
and Execution

BY: *Laurie L. Mages*
Attorney, FDOT

Date: 12/12/97

Approved as to Funds Available

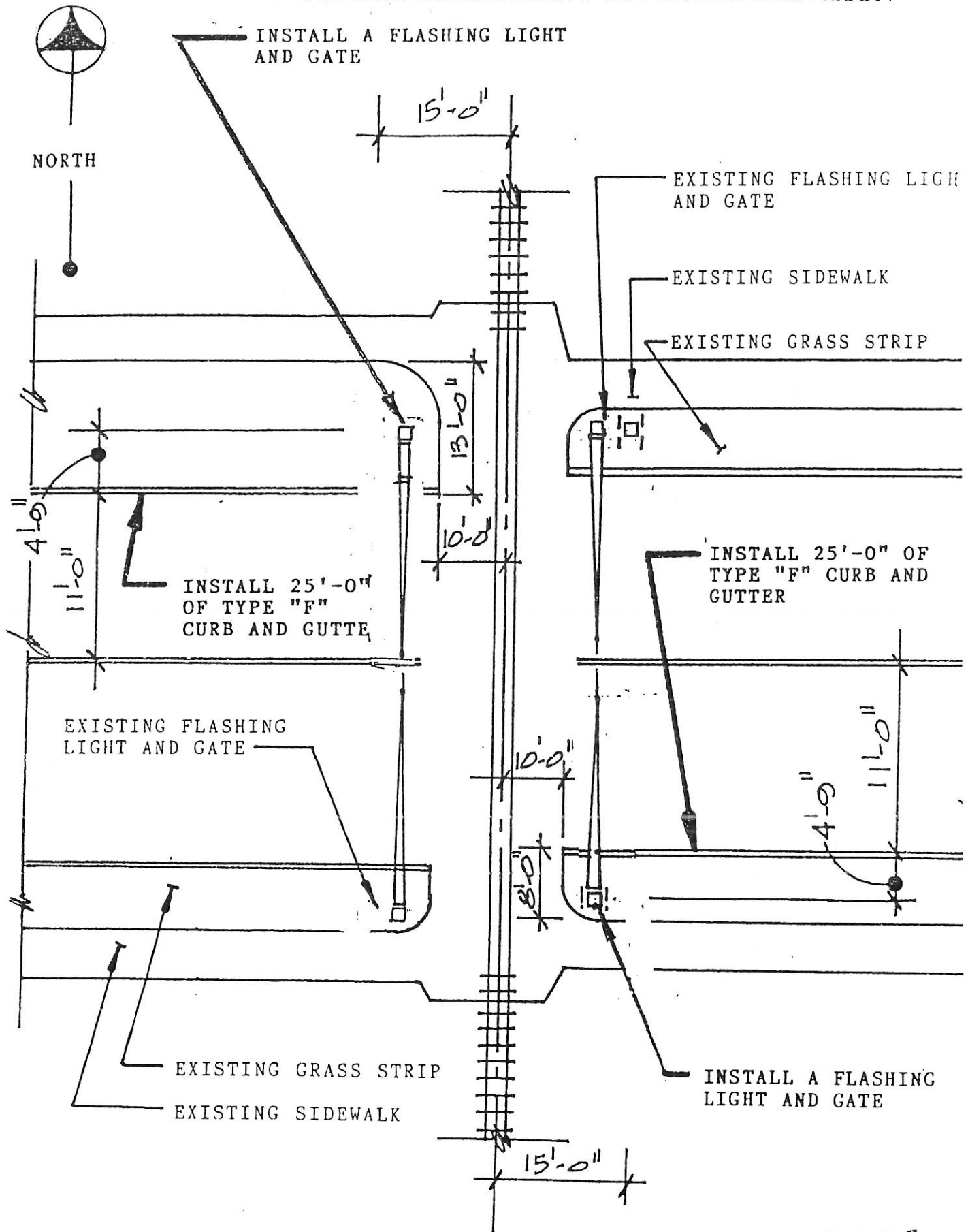
BY: *Encumbrance*
Fiscal, FDOT

Date: 12/11/97

Approved as to FHPM
Requirements

BY: _____
FHWA

Date: _____
c:ftagrHW (5697)



2 OF 2

TAFT STREET

CROSSING NO. 628279-V *** RR, MP, SX 101B.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
SPECIAL

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
86	0000	6202	Taft St.	Broward	1 (Sig R)	

COMPANY NAME: CSX Transportation

A. JOB DESCRIPTION & LOCATION: install 4-Quadrant gate system

B. TYPE OF ROADWAY FACILITY: city arterial

C. FDOT/AAR XING NO.: 628279-Y RR MILE POST TIE: SX1018.78

D. TYPE SIGNALS PROPOSED III CLASS III DOT INDEX: 17882

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

Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
III	Flashing Signals and Gates - One Track	\$4,936.00
IV	Flashing Signals and Gates - Multile Tracks	\$6,196.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-46.002
Responsibility for the Cost of Automatic Highway
Grade Crossing Traffic Control Devices

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 1996 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.