

**RESOLUTION NO. 2015-08**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SYNCHRONIZATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

**WHEREAS**, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system on US 17-92/ S. Orlando Ave. which shall call for the installation and maintenance of railroad synchronization of grade crossing traffic control devices for railroad grade crossing over or near said highway; and

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

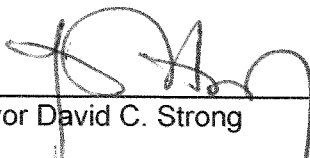
That the City of Winter Park enter into a Railroad Reimbursement Agreement with the State of Florida Department of Transportation and CSX Transportation, Inc. Company for the installation and maintenance of certain traffic control devices designated as Financial Project 424000- 57-01 on US 17-92/ S. Orlando Ave. which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 622169-T located in Winter Park, Florida; and

That the City assumes responsibility for future maintenance and adjustment of said traffic control devices as designated in the Railroad Reimbursement Agreement for Synchronization; and


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

That this Resolution shall take effect immediately upon adoption.

Adopted by the City Commission of the City of Winter Park, Florida this 14<sup>th</sup> day of October, 2008.

  
\_\_\_\_\_  
Mayor David C. Strong

ATTEST:

  
\_\_\_\_\_  
Cynthia S. Bonham, City Clerk

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

725-090-31  
 RAIL  
 OGC - 01/07

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42400015701	US17/92-S.Orlando Ave	ORANGE	11(75030-PRE-G)	OOS5 046 J

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and CSX TRANSPORTATION, INC., a corporation organized and existing under the laws of VIRGINIA, with its principal place of business in the City of JACKSONVILLE, County of DUVAL, State of FLORIDA, hereinafter called the COMPANY; and the City of WINTER PARK a municipal corporation of the State of Florida, hereinafter called the CITY.

WITNESSETH:

WHEREAS, train-activated Railroad Grade Crossing Traffic Control Devices, hereinafter called "crossing devices", presently exist or shall be installed at the railroad/highway grade crossing on US17/92 / S.Orlando Ave which crosses the COMPANY'S Mile Post A-786.90, being FDOT/AAR Crossing Number 622169-T designated by the DEPARTMENT as Financial Project ID 424000-1-57-01 in or near WINTER PARK, Florida; and

WHEREAS, an existing or proposed highway-to-highway intersection exists adjacent to or in close proximity to the aforementioned grade crossing; and

WHEREAS, the DEPARTMENT and CITY hereto, in the interest of safety, desire that the crossing devices be synchronized with existing and/or proposed highway traffic signal devices, hereinafter called "highway devices", so as to assist highway traffic to avoid entrapment on the grade crossing upon the approach of trains, and to provide for improved operational efficiency of the highway system during train passage; and

WHEREAS, the work contemplated hereunder is subject to the provisions of the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I, as amended, and Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, as amended, and DEPARTMENT'S Rule 14-57.011 Florida Administrative Code, as amended; and

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

1. The COMPANY, at DEPARTMENT'S expense, will furnish a preemption synchronization circuit of the "closed loop fail safe design principle" to a common cable junction box, hereinafter called "synchronization devices", at or near COMPANY'S right-of-way-line.

2. The DEPARTMENT, at its expense, will install or have installed all cable, circuitry and related equipment, required to operate the highway devices in a coordinated and synchronized manner; will terminate the connecting cable from the highway devices at the common cable junction box and will configure the preemption circuit with its system whereby a failure of the highway devices will not cause an unsafe condition. For COMPANY'S review, the DEPARTMENT will furnish the COMPANY a written and/or graphic description of the highway traffic signal system, both in operational mode and failed mode.

3. The common cable junction box and inter-connecting cable shall be deemed the property of the CITY and shall be maintained by the CITY. The inter-connecting cable from the common cable junction box to the crossing devices shall be deemed the property of the COMPANY. The parties hereto shall each have access to the common cable junction box in order to perform appropriate maintenance and testing.

4. The DEPARTMENT, at its expense, will construct, and the CITY will upon final acceptance of the installation, operate and maintain the highway devices and agrees to give the COMPANY sufficient notice prior to making any changes in the operation thereof which, in any way, might affect the coordination features of the crossing devices. In the event said highway devices and/or coordinating facilities of the CITY become inoperative, CITY will notify railroad and restore or repair such devices and/or facilities promptly.

5. The COMPANY, at its expense, will operate and maintain the crossing devices and likewise agrees to give the CITY sufficient advance notice prior to making any changes in the operation thereof which, in any way, would affect the coordination features of the CITY highway devices. In the event said crossing devices and/or coordinating facilities of the COMPANY become inoperative, COMPANY will notify CITY and restore or repair such devices and/or facilities promptly.

6. Attached hereto, and by this reference made a part hereof, are plans and/or operational design sheets numbered 17503&17721 as approved by the COMPANY together with specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof (including the common cable junction box) payable to the COMPANY by the DEPARTMENT in the amount of \$ 306,100.00. All work to be performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT, and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, where applicable.

7. The cost of any adjustment, relocation or replacement of said synchronization devices shall be assumed by the party initiating such action, unless otherwise provided for in this contract, existing contracts between the parties, or in existing contracts between one of the parties and a third party.

8. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The DEPARTMENT shall promptly reimburse the COMPANY 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, of, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to compensate the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor in accordance with Section 215.422, Florida Statutes.

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

10. In accordance with Section 287.058, Florida Statutes, the following provisions are included 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 thereof.

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

The DEPARTMENT reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

11. In accordance with Section 215.422, Florida Statutes, the following provisions are included in this Agreement:

Contractors providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

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

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

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

14. 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 on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

~~16. The COMPANY covenants 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 the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its subcontractors 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.~~

17. If any existing contract exists between the COMPANY and either the CITY, or DEPARTMENT, or third party, by which this grade crossing is opened or maintained, or by which other crossing devices or highway devices are installed and maintained, then that contract shall remain in full force and effect, except when in conflict with this synchronization agreement.

18. This agreement will terminate upon the removal of the aforementioned rail-highway grade crossing or removal of either the highway devices or crossing devices.

19. In the event any of the parties hereto desire an assignment of this agreement, it shall be said party's responsibility to obtain a written acceptance of the assignment by the new party of the agreement.

20. Paragraph 16 was stricken, prior to execution by all parties, at the request of CSX Transportation, Inc.

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

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(TITLE: DISTRICT DIRECTOR OF OPERATION )

CSX TRANSPORTATION, INC.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

CITY OF WINTER PARK, FLORIDA

BY: DAVID C. STRONG  
TITLE: MAYOR

Legal Review

BY: \_\_\_\_\_  
Attorney - DOT      Date

Approved as to Funds Available

BY: \_\_\_\_\_  
Comptroller - DOT      Date

Approved as to FAPG Requirements

BY: \_\_\_\_\_  
FHWA      Date



Florida Department of Transportation

Project No. \_\_\_\_\_

Diagnostic Field Review Sheet

F.M. No. \_\_\_\_\_

Rail-Highway Grade Crossing

Data Sheet

Crossing No : 622169T Priority No : 77 County : ORANGE City : WINTER PARK RDWY : ORLANDO AVE S

Classification/Location: Last Updated: 1/13/2003

R.R. Co. : CSX TRANSPORTATION	R.R. Branch. : A 301
Station. : 496435	R.R. Milepost. : 786.90
Latitude : 28.584350	Longitude : 81.36506670
R.R Crossing Status : OPEN-TRACK ACTIVE	As of : 1/13/2003

Rail Operations : Last Updated : 11/1/2001

Train Movements : 16 <i>Amtrak</i>	Effective date : 11/1/2001
Max Speed : 25	Other tracks : 0
No. of main tracks : 2	

Warning devices : Last Updated :

Existing warning : CFL&G	Type of train detection : NONE <i>PMD-3</i>
Preemption : NOT INTERCONNECTED	Advance warning : YES

Physical data : Last updated : 1/13/2003

R.R Crossing angle : 2	Highway speed : 35
No. of Thru lanes : 4	Other lanes : 1
Crossing condition : GOOD	Approach condition : NONE
Maintaining agency : STATE	

Department data : Last updated : 1/13/2003

Traffic vol.(AADT) : 26500	As of : 2001
School bus count : 17	As of : 2007
Percent trucks : 3.70	

Safety data : Last updated 6/20/2007

Pred. accident/year : 0.1006	Recommended warning device : CFL&G&P
Safety index : 47.06	As of : 6/20/2007

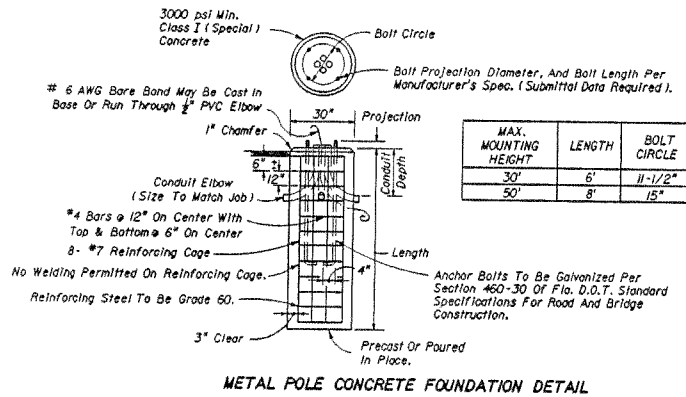
Description of Site/Installation conflicts :  
*Cantilevers old swing out type and they are not covering inside lanes for both approaches. 448' to Orange Ave. traffic light intersection. Traffic queuing onto trks. 8' from yellow line to gate tip for South approach. Painted median to the North & South are 15' wide.*

Review team recommendations :  
*CFL&G's, case/CWT/Preemption + median gates. Install gates parallel to trk. Cantilever/gate combo in N.W quadrant. Median to be 12' from E trk, 12' 5" x 75'. Need C&G in both quadrants to protect signals. State resurfacing project will handle median + C&G.*

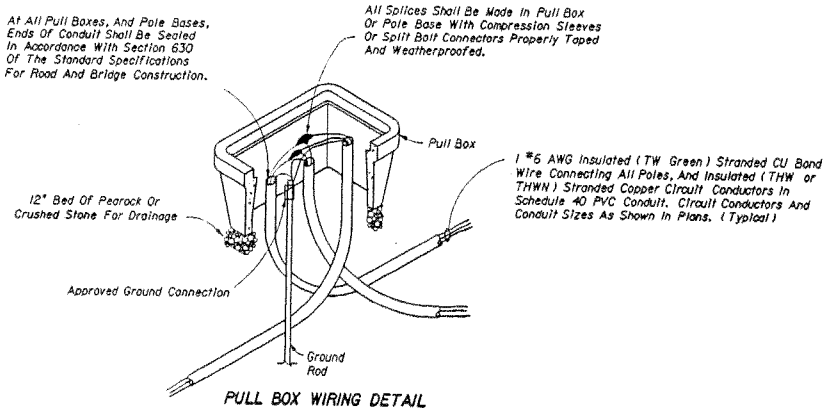
Date reviewed : 7/11/07 by : \_\_\_\_\_

Review team personnel : \_\_\_\_\_

Foundations apply only to slopes of 1:4 or flatter.



At All Pull Boxes, And Pole Bases, Ends Of Conduit Shall Be Sealed In Accordance With Section 630 Of The Standard Specifications For Road And Bridge Construction.



**NOTE**

Foundation design based upon the following conservative soil criteria which covers the great majority of soil types found in Florida:

- Classification - Cohesionless (Fine Sand)
- Friction Angle - 30 Degrees (30')
- Unit Weight - 50 lbs./cu. ft. (assumed saturated)

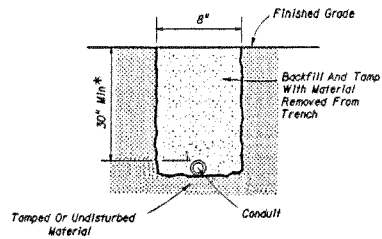
Only in cases where the Designer considers the soil types at the specific site location to be of lesser strength properties should an analysis be required. Auger borings, SPT borings or CPT soundings may be utilized as needed to verify the assumed soil properties, and at relatively uniform sites, a single boring or sounding may cover several foundations. Furthermore, borings in the area that were performed for other purposes may be used to confirm the assumed soil properties. In any event, only the soil identification is required.



2006 FDOT Design Standards

**ROADWAY LIGHTING DETAILS**

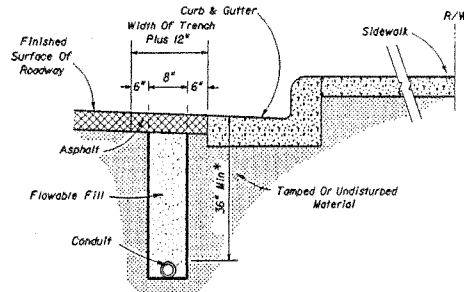
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FOR USE IN AREAS NOT EXPOSED TO VEHICULAR TRAFFIC AND UNDER DRIVEWAYS

**FIGURE A**

\*May be adjusted due to field conditions upon approval of project engineer.

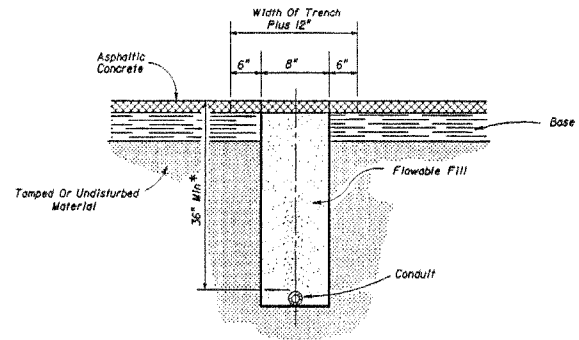


FOR USE IN ASPHALT ROADWAY ADJACENT TO GUTTER WHEN PLACEMENT OUTSIDE OF THE PAVEMENT IS NOT FEASIBLE.

Note:

1. Trench not to be open more than 250' at a time when construction area is subject to vehicular or pedestrian traffic.
2. Asphalt to be sawcut and removed to leave neat lines on both sides of the 12" pavement cut.
3. See note 3 Figure C.

**FIGURE B**

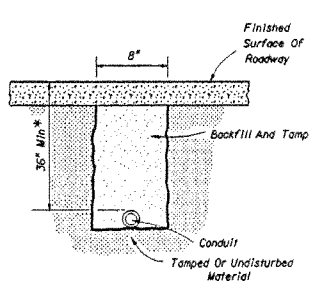


FOR USE IN INSTALLING CONDUIT UNDER EXISTING ASPHALT PAVEMENT NOT ADJACENT TO GUTTER WHEN JACKING IS NOT FEASIBLE

Note:

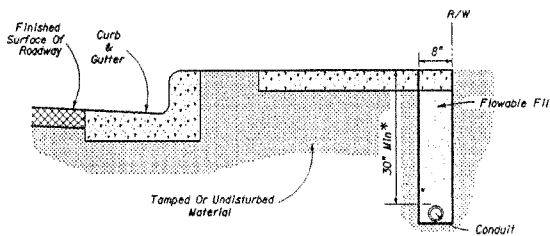
1. Rigid conduit must be used when jacking under existing pavement at 36" minimum depth.
2. Asphalt to be sawcut at the edges of the trench.
3. The removal and replacement of the additional pavement width (6") will not be required when the trench can be constructed without disturbing the asphalt surface on either side.

**FIGURE C**



FOR USE INSTALLING CONDUIT UNDER A NEW ROADWAY PRIOR TO INSTALLATION OF CURBS, BASE AND PAVEMENT

**FIGURE D**



FOR USE IN INSTALLING CONDUIT UNDER SIDEWALK

Note:

1. Sidewalk patches to match existing joints.
2. Entire sidewalk slab must be replaced when specified in the plans.
3. Backfill and tamp with material from trench except at driveways. At driveways, backfill a length of trench within the driveway entirely with Flowable Fill.

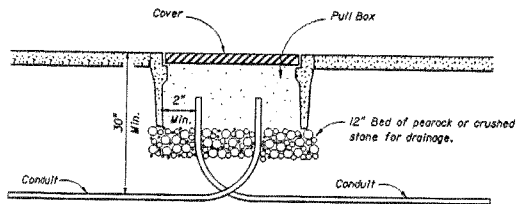
**FIGURE E**



2006 FDOT Design Standards

CONDUIT INSTALLATION DETAILS

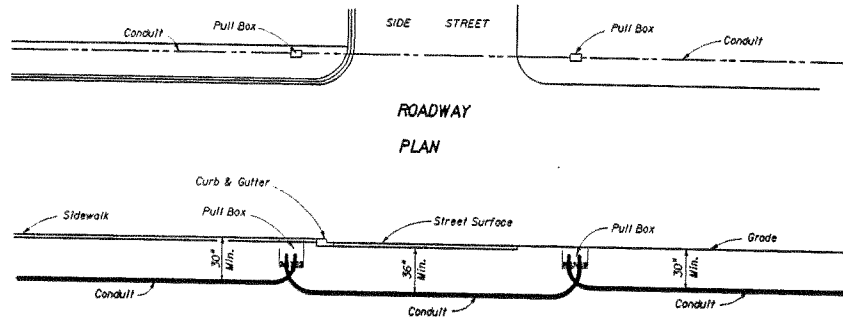
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PULL BOX ENTRY OF CONDUIT UNDER SIDEWALKS

FIGURE A

Notes:  
 Ends of conduit shall be sealed in accordance with Section 630 of the Standard Specifications for Road and Bridge Construction.



UNDER SIDEWALK

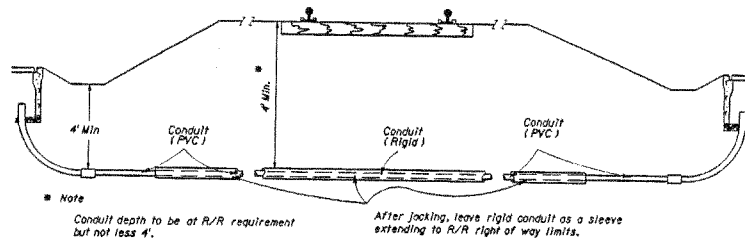
UNDER ROADWAY

UNDER NON-TRAFFIC BEARING SURFACE

SECTION

FIGURE B

Notes:  
 One run of conduit (between pull boxes) shall not contain more than 360° of bend including pull box bends.



Note  
 Conduit depth to be at R/R requirement but not less 4".  
 After jacking, leave rigid conduit as a sleeve extending to R/R right of way limits.

FOR USE UNDER RAILROADS

FIGURE C



2006 FDOT Design Standards

CONDUIT INSTALLATION DETAILS

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