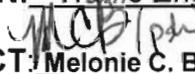


SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

Item # 40

**SUBJECT:** Resolution and Agreement for Synchronized Traffic Control Devices at the  
Railroad Grade Crossing on SR-434 West of Ronald Reagan Boulevard (CR-427)

**DEPARTMENT:** Public Works **DIVISION:** Traffic Engineering

**AUTHORIZED BY:**  **CONTACT:**  Melonie C. Barrington EXT. 5676  
W. Gary Johnson, P.E., Director County Traffic Engineer

Agenda Date 07/25/06 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Adopt Resolution to approve an Agreement with the Florida Department of Transportation and CSX Transportation, Inc. for the existing synchronized railroad crossing on SR-434 West of Ronald Reagan Boulevard (CR-427), and authorize the Chairman to execute the Agreement.

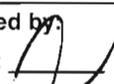
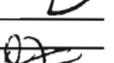
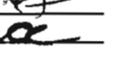
District 4 - Commissioner Henley

(Melonie C. Barrington, P.E.)

**BACKGROUND:**

Annually, the Florida Department of Transportation (FDOT) assembles a District Diagnostic Team to conduct evaluations of railroad crossings. A review of site equipment and maintenance agreements for each crossing is part of the annual process. The 2006 review revealed that records did not contain a particular required document for the existing synchronization equipment that is in place and operational at the SR-434 railroad/highway grade crossing just west of Ronald Reagan Boulevard (CR-427) in Longwood. The railroad crossing is synchronized through a junction box and cable maintained by Seminole County with the SR-434/CR-427 intersection traffic signal which is also operated and maintained by the County.

To complete the records for this existing installation, ministerial action is needed to approve the typical agreement that provides for certain reimbursements to CSX Transportation, Inc. (CSX) by FDOT and that officially clarifies operation and maintenance responsibilities relative to the junction box and cabling. The typical agreement is also an essential part of the documentation necessary to qualify certain types of potential repairs, replacements and upgrades at this location for future Federal Highway Administration funding programs.

Reviewed by:   
Co Atty:   
DFS:   
Other:   
DCM:   
CM:   
File No. CPWTE01

Consistent with standard practice for any other railroad crossing where synchronization equipment is installed, Seminole County's obligations are limited to those which directly stem from operation and maintenance of the signalized intersection with which the railroad crossing is synchronized. The proposed Agreement does not alter the County's routine annual maintenance activities, costs or revenues. Staff recommends approval of the Resolution and the Agreement.

Attachments: Resolution  
Agreement

**COUNTY RESOLUTION**  
**SYNCHRONIZATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES**  
**AND FUTURE RESPONSIBILITY**

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.

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on SR-434 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 COUNTY COMMISSION SEMINOLE COUNTY, FLORIDA:

That SEMINOLE County 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 ID 414378-1-57-01 on SR-434 which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 622073-D located in LONGWOOD, Florida; and

That the County assumes responsibility for future maintenance and adjustment of said traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT FOR SYNCHRONIZATION; and

That the Chairman and Clerk of the Board of County Commissioners 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.

Duly Adopted by the Board of County Commissioners of SEMINOLE County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2006

\_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

725-090-31  
 RAIL  
 OGC - 06/03

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
41437815701	SR-434	SEMINOLE	PRE-G	OOS5 007 J

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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* SEMINOLE County, a policial subdivision of the State of Florida, hereinafter called the COUNTY.

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 SR-434 which crosses the COMPANY'S Mile Post A - 777.80, being FDOT/AAR Crossing Number 622073-D designated by the DEPARTMENT as Financial Project ID 414378-1-57-01 in or near LONGWOOD, 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 COUNTY 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:



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 between the 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 State Chief Financial Officer under Section 215.422(14), Florida Statutes.

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 State Chief Financial Officer's 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 three 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 section 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

<sup>THE COUNTY AND</sup> all of the DEPARTMENT'S <sup>AND COUNTY'S</sup> 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 <sup>COUNTY</sup> 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 <sup>OR THE COUNTY</sup> or any of <sup>THEIR</sup> officers, agents, or employees.

Further, in no case shall this section, or any other section herein, constitute a waiver by the DEPARTMENT or the COUNTY of sovereign immunity as provided for in Section 768.28, Florida Statutes.

County    CSX    FDOT

~~17. If any existing contract exists between the COMPANY and either the COUNTY, 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.~~

County    CSX    FDOT

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. Upon execution of this agreement by all parties and after all signal improvements have been placed in service, the Signal Agreement dated 5/6/74, will be terminated.

\*\*\* Paragraph 20 was added prior to execution by all parties.

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 )

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CSX TRANSPORTATION, INC.

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

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SEMINOLE COUNTY, FLORIDA

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

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Legal Review

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

Approved as to Funds Available

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

Approved as to FAPG Requirements

BY: \_\_\_\_\_  
FHWA      Date

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON D. HENLEY, Chairman

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

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2006, regular meeting.

\_\_\_\_\_  
County Attorney