

**STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION RAILROAD REIMBURSEMENT
AGREEMENT
SUPPLEMENTAL SAFETY MEASURES AND OTHER
INFRASTRUCTURE FLORIDA EAST COAST CORRIDOR**

Financial Project I.D.	Rail ID Name/Number	County Name	Parcel & R/W No.	FAP Number
435174-1-57-01 435343-1-57-01	N/A	Broward Palm Beach	N/A	N/A

THIS AGREEMENT, made and entered this 19th of JUNE, 2015, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and **ALL ABOARD FLORIDA – OPERATIONS LLC**, a Delaware limited liability company hereinafter called the **COMPANY** or **AAF**.

WITNESSETH

WHEREAS, the **DEPARTMENT** and the MPOs are desirous of having the **COMPANY** design, construct, and install along its corridor certain infrastructure as well as the required Supplemental Safety Measures (SSMs) to qualify the crossings from Broward to Palm Beach Counties, as a quiet zone, hereinafter referred to as the “**PROJECT**”; and

WHEREAS, the **PROJECT** includes two Financial Project Management Numbers, FM#: 435174-1-57-01 (Broward), and FM#: 435343-1-57-01 (Palm Beach); and

WHEREAS, 173 public grade crossings exist on the **COMPANY**'s corridor within Broward and Palm Beach Counties, and the **DEPARTMENT** and the MPOs have identified SSMs and other specific infrastructure to improve safety along the **COMPANY**'s corridor; and

WHEREAS, certain of the public grade crossings in the corridor have existing interconnection between railroad warning devices and the roadway traffic signals, all of which will be maintained or reestablished as part of the **PROJECT**; and

WHEREAS, the MPOs prioritized this **PROJECT** at the request of the Local Municipalities and the MPOs have directed the **DEPARTMENT** to facilitate the MPOs' funding for the design and construction of said **PROJECT**; and

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

1. The **COMPANY** will design the SSMs identified by the MPOs as necessary to qualify the corridor throughout Broward and Palm Beach Counties as a quiet zone.
2. The **COMPANY** will also design the crossing related infrastructure including but not limited to items such as roadway improvements, sidewalks, cantilevers, and shared structures (to accommodate vehicular traffic signals and train signals), identified in Exhibit A and as has been determined by affected individual local governmental entities.
3. All design and construction shall be in compliance with generally accepted industry standards

and applicable State and Federal regulations.

4. The **COMPANY** has submitted plans to the **DEPARTMENT** and the MPOs. The **DEPARTMENT** has conducted its review by the use of the Electronic Review Comments (ERC) system, and has provided comments back to the **COMPANY with respect to compliance with applicable FDOT standards on state roads**. The **COMPANY** will continue to address comments submitted by the **DEPARTMENT** and the MPOs.
5. In conjunction with the construction of this **PROJECT**, the **COMPANY** will be required to coordinate and obtain all required (non-preempted by Federal law) permits, including permits from the **DEPARTMENT** and local roadway jurisdictions.
6. The **COMPANY** shall provide a complete set of plans and/or operational design sheets numbered, and with specifications of work to be performed by the **COMPANY** pursuant to the terms hereof.
7. Upon approval of the 100% design plans by the **DEPARTMENT** and submission of an updated construction cost estimate, **COMPANY** shall provide an invoice and the **DEPARTMENT** will reimburse the **COMPANY** in the lump sum amount of eight hundred eighty three thousand nine hundred and six dollars (\$883,906) for the design of the **PROJECT**. Funding for the design of this **PROJECT** is allocated and available for reimbursement in the **DEPARTMENT's** current fiscal year Work Program (July 1st, 2014 to June 30th, 2015). The budget has been established as summarized in Exhibit B.
8. The **COMPANY** recognizes the importance of coordinating with the **DEPARTMENT** and other affected local governments for any construction undertakings within half a mile of a railroad crossing, to minimize traffic delays due to construction activities. The **COMPANY** shall not be permitted to close two consecutive railroad crossings on State Roads unless otherwise approved by the **DEPARTMENT**.
9. 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 representatives of the **DEPARTMENT**. Upon receipt of invoice, prepared in accordance with the provisions of the above- indicated reimbursement Policy, the **DEPARTMENT** agrees to reimburse the **COMPANY** in the amount of such actual costs approved by the **DEPARTMENT's** auditor.
10. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422, Florida Statutes.
11. In accordance with Section 287.058, Florida Statutes, 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.
12. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: AAF 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 Banking and Finance. The 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 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 AAF. Interest penalties of less than one (1) dollar will not be enforced unless the AAF requests payment. Invoices which have to be returned to AAF because of AAF 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 Banking and Finance. 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 Comptroller's Hotline, 1-800-848-3792.

13. 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 AAF's general accounting records and the PROJECT records, together with supporting documents and records of AAF and all subcontractors performing work on the PROJECT, and all other records of AAF and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
14. 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 in 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.

15. 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 for real property to a public entity, may not be awardee 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.

16. In accordance with Section 287.0582, Florida Statutes, the following provisions are included in this Agreement:

The **DEPARTMENT's** obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature; provided, however, the **DEPARTMENT** represents that the funds for completion of the design of the **PROJECT** have already been budgeted and allocated.

17. The **DEPARTMENT** reserves the right to unilaterally cancel this Agreement for refusal by the **AAF** 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.
18. **AAF's** and Florida East Coast Railway's ("**FECR**") rights and duties regarding the sounding of the locomotive horns at the subject crossings shall be set out in 49 CFR Part 222, and by other applicable law. Nothing contained in this Agreement shall be construed to alter such rights and duties.
19. **DEPARTMENT** and the **COMPANY** agree that they will cooperate as necessary in defense of any claim, demand, investigation or litigation arising out of or related to this Agreement, the **PROJECT**, or the **SSM's**.
20. To the extent that this Agreement encompasses **SSM's** which are covered within the terms of certain Crossing License Agreements between applicable counties, municipalities, or the **DEPARTMENT** and **FECR** ("**Licenses**"), the installation costs of the **SSM's** will not be charged to the applicable counties, municipalities or the **DEPARTMENT** to the extent such costs are paid to **AAF** pursuant to this Agreement; provided, however, the future cost of maintenance of the **SSM's** shall be apportioned as provided in the **Licenses**, recognizing that those counties and municipalities are not a party to this agreement.
21. The **DEPARTMENT** will amend the existing crossing agreements for the state roads to update the future maintenance costs of the **PROJECT** improvements and to add **AAF** as a party to the agreements. **AAF** will coordinate with all local jurisdictions to provide for the cost of the upgraded facilities.
22. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) in a postage-prepaid envelope, and addressed as follows:

If to the **DEPARTMENT** at: **Florida Department of Transportation**
3400 West Commercial Boulevard
Fort Lauderdale, Florida, 33309
Att: Rail Coordinator
(954) 777-4379

If to the **COMPANY** at: **All Aboard Florida – Operations, LLC**
2855 S. Le Jeune Rd, 4th floor
Coral Gables, Florida, 33134
Attn: P. Michael Reininger, President

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

DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: *Steph Stiller*

DIRECTOR OF TRANSPORTATION DEVELOPMENT

TITLE: _____

Legal Review
David Radu

COMPANY:

ALL ABOARD FLORIDA – OPERATIONS, L.L.C.

BY: *[Signature]*

TITLE: Vice President

Exhibit A

Palm Beach County

Exit Gate Construction

DOT#	Street	Description of Work
272408X	15TH ST.	2 Exit Gates / 1 Island
272420E	3RD ST.	2 Exit Gates
272421L	1ST ST./BANYAN	2 Exit Gates
272422T	CLEMATIS ST.	2 Exit Gates
272425N	FERN ST.	2 Exit Gates
272426V	GARDENIA ST.	2 Exit Gates
272427C	HIBISCUS ST.	2 Exit Gates
272447N	NOTTINGHAM BLVD	2 Exit Gates / 2 Islands
272449C	BUNKER RD	2 Exit Gates
272452K	GREGORY RD	2 Exit Gates
272470H	LANTANA RD	2 Exit Gates
272474K	HYPOLUXO RD	2 Exit Gates
272475S	MINER RD	2 Exit Gates
272478M	NE10TH (M L KING)	2 Exit Gates
272484R	SE 15TH/WOOLBRIGHT	4 Exit Gates
272486E	S.E. 36TH AVE/ GULFSTREAM	2 Exit Gates
272488T	N.E. 8TH ST.	2 Exit Gates
272490U	N.E. 2ND ST.	2 Exit Gates
272491B	N.E.1ST ST	2 Exit Gates
272492H	ATLANTIC AVE	2 Exit Gates
272493P	S.E. 2ND ST.	2 Exit Gates
272494W	S.E. 4TH ST	2 Exit Gates
272495D	S.E. 10TH ST.	2 Exit Gates
272497S	LINTON BLVD	4 Exit Gates
272499F	HIDDEN VALLEY	2 Exit Gates
272503T	N.W. 20TH ST.	4 Exit Gates / 2 Islands
272910W	GLADES RD	4 Exit Gates / 2 Islands
272925L	N.E. 2ND ST.	2 Exit Gates
272509J	PALMETTO PARK	3 Exit Gates / 1 Island
272933D	S. W. 18TH ST.	3 Exit Gates / 3 Islands

Median Construction

DOT#	Street	Description of Work
272451D	FOREST HILL BLVD	New 60' (min) Median
272480N	N.E.2 A.BOYTON B.	New 60' (min) Median

Exhibit A

Palm Beach County

Sidewalk/Pedestrian Construction

DOT#	Street	Description of Work
272431S	PALM ST.	NE & SE ADA Compliant Sidewalks
272432Y	PARK PLACE	NE, SE, NW & SW ADA Compliant Sidewalks
272433F	FLAMINGO DR.	NE, SE, NW & SW ADA Compliant Sidewalks
272434M	CLAREMORE DR.	NE & SE ADA Compliant Sidewalks
272435U	ARDMORE RD	SE, NW & SW ADA Compliant Sidewalks
272436B	WESTWOOD RD	NE, SE, NW & SW ADA Compliant Sidewalks
272439W	MONCEAUX RD	NE, SE, NW & SW ADA Compliant Sidewalks & 2 Ped Gates
272445A	ROSELAND DR.	NE, SE, NW & SW ADA Compliant Sidewalks
272449C	BUNKER RD	SE ADA Compliant Sidewalks
272450W	HUNTER AVE	NE & SE ADA Compliant Sidewalks
272452K	GREGORY RD	NE & NW ADA Compliant Sidewalks
272454Y	22ND/WORTHMORE	NE, SE, NW & SW ADA Compliant Sidewalks & 2 Ped Gates
272456M	17TH AVE N.	NE, SE, NW & SW ADA Compliant Sidewalks & 2 Ped Gates
272457U	13TH AVE N.	NE, SE, NW & SW ADA Compliant Sidewalks & 2 Ped Gates
272461J	2ND AVE N.	NE, SE, NW & SW ADA Compliant Sidewalks & 1 Ped Gate
272467A	12TH AVE S	SE & SW ADA Compliant Sidewalks
272472W	PINE ST.	NE & NW ADA Compliant Sidewalks & 1 Ped Gate
272473D	CENTRAL BLVD	NE & SE ADA Compliant Sidewalks & 2 Ped Gates
272476Y	NE 22ND/GATEWAY	SE & SW ADA Compliant Sidewalks
272477F	N. E. 15TH AVE	NE, NW & SE ADA Compliant Sidewalks & 1 Ped Gate
272478M	NE10TH (M L KING)	NE, SE, NW & SW ADA Compliant Sidewalks
272482C	S.E.5TH AVE	SE & SW 5' ADA Compliant Sidewalks & 1 Ped Gate
272483J	S. E. 12TH AVE	NE & NW ADA Compliant Sidewalks & 1 Ped Gate
272485X	S.E. 23RD AVE	NE & NW ADA Compliant Sidewalks & 1 Ped Gate
272486E	S.E. 36TH AVE/ GULFSTREAM	NE & NW ADA Compliant Sidewalks; Realign WB lanes
272487L	N.E. 14TH ST.	NE, SE, NW & SW ADA Compliant Sidewalks & 2 Ped Gates
272488T	N.E. 8TH ST.	NE & NW ADA Compliant Sidewalks
272489A	N.E. 4TH ST.	SE & SW ADA Compliant Sidewalks
272490U	N.E. 2ND ST.	NE, SE, NW & SW 5' ADA Compliant Sidewalks
272491B	N.E.1ST ST.	NE, SE, NW & SW 8' ADA Compliant Sidewalks
272492H	ATLANTIC AVE	NE, SE, NW & SW ADA Compliant Sidewalks
272869G	S.E. 1ST ST.	NW & SW ADA Compliant Sidewalks
272493P	S.E. 2ND ST.	NE, SE, NW & SW 8' ADA Compliant Sidewalks
272494W	S.E. 4TH ST	NE, SE, NW & SW 5' ADA Compliant Sidewalks
272495D	S.E. 10TH ST.	NE, SE, NW & SW 5' ADA Compliant Sidewalks
272498Y	LINDELL BLVD	NE, SE, NW & SW ADA Compliant Sidewalks
272499F	HIDDEN VALLEY	NE & NW ADA Compliant Sidewalks
272502L	N.W. 28TH ST.	NE & NW ADA Compliant Sidewalks
272925L	N.E. 2ND ST.	NE & SE ADA Compliant Sidewalks
272933D	S. W. 18TH ST.	SE & SW ADA Compliant Sidewalks

Permanent Closure

DOT#	Street	Description of Work
272423A	DATURA ST.	Permanent Closure
272424G	EVERNIA ST.	Permanent Closure

Exhibit A

Broward County

Exit Gate Construction

DOT#	Street	Description of Work
272513Y	S.E.4TH ST.	Quad Gates
272515M	S.W.15TH ST.	Quad Gates
272517B	SAMPLE RD	Quad Gates
272533K	ATLANTIC BLVD.	Quad Gates
272537M	COMMERCIAL BLVD.	Quad Gates
272540V	N.E. 38TH ST.	Quad Gates
272544X	OAKLAND PARK BLVD.	Quad Gates
272550B	N.E. 3RD AVE	Quad Gates
272551H	N.ANDREWS AVE	Quad Gates
272552P	N.W. 6TH ST.	Quad Gates
272553W	N.W. 4TH ST.	Quad Gates
272557Y	S.W. 2ND ST.	Quad Gates
272567E	S.W. 24TH ST.	Quad Gates
272575W	S.W. 2ND ST.	Quad Gates
272586J	HOLLYWOOD BLVD.	Quad Gates
272592M	HALLANDALE BEACH BLVD.	Quad Gates

Median Construction

DOT#	Street	Description of Work
272545E	N.E. 26TH ST.	Medians
272561N	S.W. 9TH ST.	Medians
272562V	S.W. 12TH ST.	Medians
272563C	S.W. 15TH ST.	Medians

Sidewalk/Pedestrian Construction

DOT#	Street	Description of Work
272590Y	PEMBROKE RD.	Reconstruction of existing (Sidewalks only)
272591F	NE 3rd St	North and South & 2 Ped Gates, Relocate 1 Gate
272592M	HALLANDALE BEACH BLVD	Reconstruction of existing (Sidewalks only)
272593U	SE 3RD ST	North and South & 2 Ped Gates, Relocate 1 Gate
272547T	NE 17TH	North and South & 2 Ped Gates, Relocate 2 Gates
272558F	SW 5TH	North and South & 2 Ped Gates, Relocate 2 Gates
272559M	SW 6TH	North and South & 2 Ped Gates, Relocate 2 Gates
272560G	SW 7TH	North and South & 2 Ped Gates, Relocate 2 Gates
272561N	SW 9TH	North and South & 2 Ped Gates
272538U	FLORANADA RD.	North & 1 Ped Gate
272546L	24TH ST.	North and South & 2 Ped Gates, Relocate 1 Gate
272572B	OLD GRIFFIN RD.	South Side & 1 Ped Gate
272578S	TAFT ST.	South Side (Sidewalks only)
272584V	JOHNSON ST.	North and South, Relocate Ped Gates
272868A	TYLER ST.	North and South (Sidewalks only)
272586J	HOLLYWOOD BLVD.	Reconstruction of existing, Relocate Ped Gates
272588X	MONROE ST.	North and South, Relocate Ped Gates
272589E	WASHINGTON ST.	North and South, Relocate Ped Gates

Permanent Closure

DOT#	Street	Description of Work
272554D	N.W. 2ND ST.	Permanent Closure

Exhibit B

Summary of Design Cost

DESCRIPTION OF ACTIVITIES	COUNTY	
	Palm Beach	Broward
DESIGN		
Design Fee	\$ 508,580.89	\$ 321,485.33
Flagging	\$ 35,840.00	\$ 18,000.00
Design Total	\$ 544,421	\$ 339,485
Design Total Both Counties	\$ 883,906	

TO: PT429MB@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0114

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #G0114 Contract Type: Method of Procurement:
Vendor Name: FLAGLER
Vendor ID: VF204427296001
Beginning date of this Agmt: 06/15/15
Ending date of this Agmt: 12/31/20

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED

55	042010429	*A1	*780000	*	339486.00	*43517415701	*683	*20.933
2015			*55100100			*088808/15		
0001			*00	*		*0001/04		

TOTAL AMOUNT: *\$ 339,486.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 06/17/2015

TO: PG404ML@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0114

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #G0114 Contract Type: GD Method of Procurement: R
Vendor Name: FLAGLER
Vendor ID: VF204427296001
Beginning date of this Agmt: 06/19/15
Ending date of this Agmt: 12/31/20
Contract Total/Budgetary Ceiling: ct = 883907.00

Description:

Supplemental Safety Measures and Other Infrastructure Improvements

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: SUPPLEMENTAL Funds have been: APPROVED

55 042010429 *A1 *780000 * 544421.00 *43534315701 *683 *20.933
2015 *55100100 *088808/15
S001 *00 *01 *0002/04

TOTAL AMOUNT: *\$ 544,421.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 06/22/2015