

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS – RAIL OPENING/CLOSURE PROGRAM

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance**.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. Disbursement of incentive money for transportation safety through the closure of the specified highway-railroad grade crossing will be in accordance with the terms of the Stipulation of Parties executed by the Department on _____ (and attached to this Exhibit E as **Exhibit “H”, Stipulation of Parties**).
5. Within thirty (30) days of the railroad’s removal of the specified public railroad-highway grade crossing surface(s), crossing warning device(s), roadway pavement, and all debris within the crossing area(s), the Agency, at the Agency’s expense, shall install permanent closure signs and object markers on the Agency’s right-of-way.

B. Compliance with Laws and Rules.

1. All work by the Agency within the public railroad-highway grade crossing areas will be in accordance with all applicable railroad requirements, such as flagging and insurance.
2. All work by Agency parties, their agents, contractors, and subcontractors shall be consistent with current Manual of Uniform Traffic Control Devices (MUTCD), American Association of State Highway and Transportation Officials (AASHTO) Policy, Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways (Florida’s Green Book), and current Agency highway construction requirements.

C. Required Documents. A report of installation is required to be submitted to the Department by the Agency in accordance with the terms of this Agreement.

1. The report of installation of closure signs and object markers on the Agency’s right-of-way provided within sixty (60) days of the railroad’s removal of the specified public railroad-highway grade crossing surface(s), crossing warning device(s), roadway pavement, and all debris within the crossing area(s).
2. The report of installation will include photographs of closure signs and object markers from any and all approaches.

D. Duration of Terms and Assurances. Following the closure of the specified crossing(s), the Agency, at the Agency’s expense, shall maintain closure signs and object markers on the Agency’s right-of-way in perpetuity.

-- End of Exhibit E --