

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 2, 2010

Consent

Regular

Public Hearing

Workshop

Department:

Submitted By: Engineering and Public Works

Submitted For: Engineering Services Division

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to adopt: A Resolution to authorize execution of a Tri-Partite Agreement with the Florida East Coast Railway (FEC) and the Florida Department of Transportation (Agreement) for the installation and maintenance of grade crossing traffic control devices at the FEC crossing on Northlake Boulevard, Milepost 292+3058.

**SUMMARY:** Adoption of this Resolution will approve the Agreement for installation and maintenance of grade crossing traffic control devices at the FEC crossing on Northlake Boulevard, Milepost 292+3058. The Florida Department of Transportation (FDOT) has set aside Federal Rail Title II Signal Safety Funding for safety improvements to this crossing. The FEC will install or have installed these improvements and the FDOT will reimburse the FEC for all construction costs. Palm Beach County holds the license agreement for this crossing and will continue to pay 50 percent of the annual signal maintenance fee which is currently \$1,573 for this Type IV, Class III crossing.

District 1 (MRE)

**Background and Justification:** The FEC is having grade crossing traffic control devices upgraded at the subject grade crossing. The FEC will have performed all work associated with the installation and the FDOT will reimburse the FEC for all material and construction costs. The FEC will be responsible for maintenance and operation of the devices. Palm Beach County (County) holds the license agreement and all activities must be coordinated with the license holder. The County will continue to pay 50 percent of the annual signal maintenance fee which is currently \$1,573.

This office, having reviewed said Agreement, recommends the Board of County Commissioners adopt the accompanying Resolution to authorize the Agreement.

**Attachments:**

1. Location Map
2. Resolution (3)
3. Agreements (6)

Recommended By: Charles Rich  
Division Director

12/18/09  
Date

Approved By: J. T. Webb  
County Engineer

1/4/10  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	<u>\$1,573</u>	<u>\$1,573</u>	<u>\$1,573</u>	<u>\$1,573</u>	<u>\$1,573</u>
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<u><b>\$1,573</b></u>	<u><b>\$1,573</b></u>	<u><b>\$1,573</b></u>	<u><b>\$1,573</b></u>	<u><b>\$1,573</b></u>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes  X  No

Budget Acct No.: Fund 1201 Dept. 360 Unit 2270 Object 4607  
Program

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

County Transportation Trust Fund  
Railroad Crossing Maintenance

C. Departmental Fiscal Review:  J. White

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

Jan O'Neil 1-19-10   
OFMB  
*(Handwritten initials and dates)*

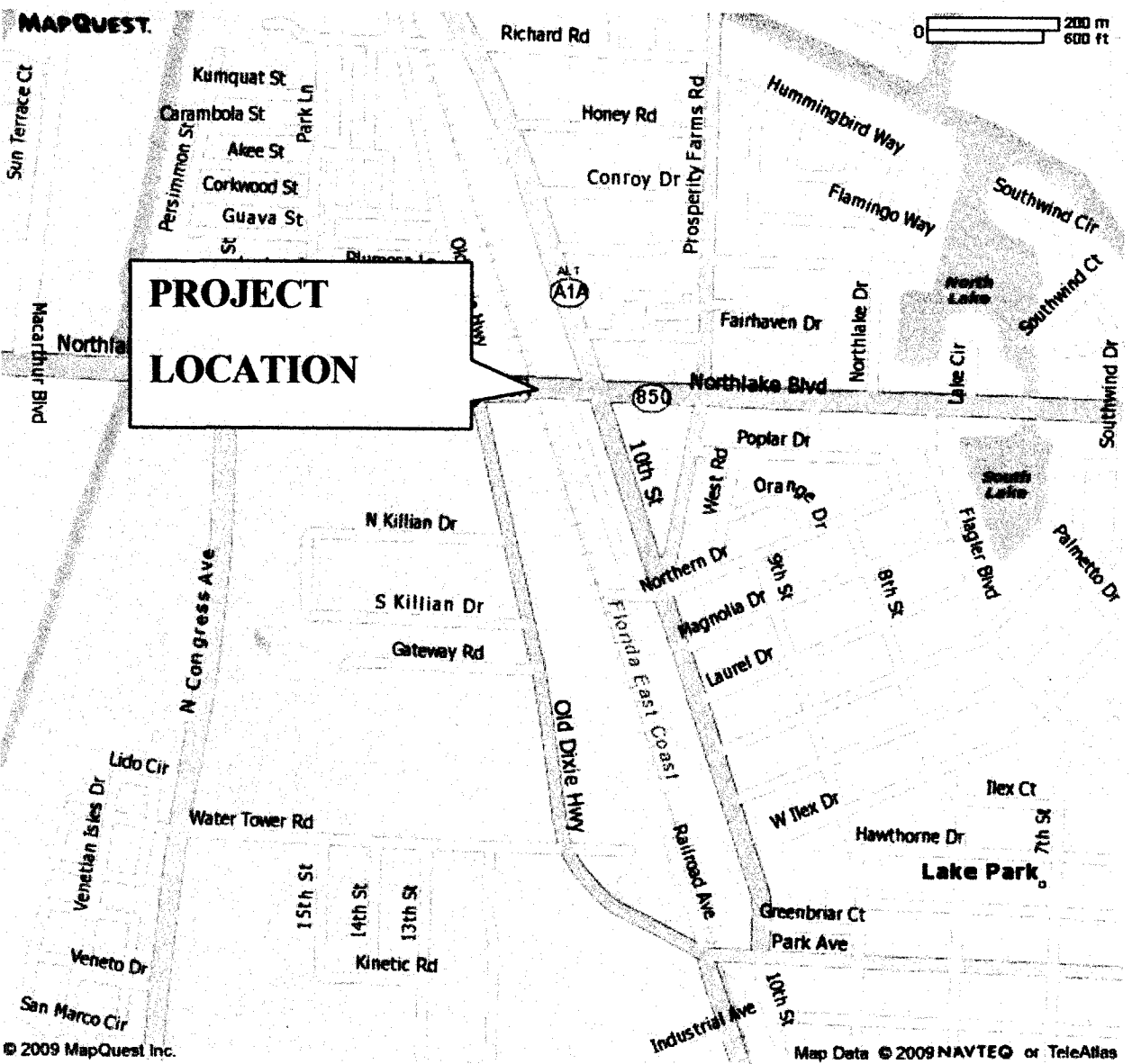
J. J. Jacobson 1/20/10   
Contract Dev. and Control  
E. Jan 1/20/10

This Contract complies with our contract review requirements.

**B. Approved as to Form and Legal Sufficiency:**  
 Madeline R. Latta   
Assistant County Attorney

**C. Other Department Review:**  
\_\_\_\_\_  
Department Director

**This summary is not to be used as a basis for payment.**



**NORHLAKE BOULEVARD AT THE FLORIDA EAST COAST RAILWAY**

ATTACHMENT 1

**RESOLUTION NO. R-2010 \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA  
AUTHORIZING EXECUTION OF A RAILROAD  
REIMBURSEMENT AGREEMENT WITH THE FLORIDA  
DEPARTMENT OF TRANSPORTATION AND THE  
FLORIDA EAST COAST RAILWAY FOR SAFETY  
IMPROVEMENTS AT THE NORTHLAKE BOULEVARD  
RAILWAY CROSSING**

**WHEREAS**, the Florida Department of Transportation (FDOT) is constructing, reconstructing or otherwise changing a portion of the Public Road System on Northlake Boulevard which shall call for the installation of updated railroad grade crossing traffic control devices for the railroad grade crossing over Northlake Boulevard; and

**WHEREAS**, the FDOT will fund safety improvements to Northlake Boulevard at the Florida East Coast Railway (FEC) crossing designated as Financial Project Number 42574115701 at Crossing Number 272386-A in North Palm Beach, Florida and

**WHEREAS**, the FEC will construct or cause to be constructed the signal safety improvements; and

**WHEREAS**, Palm Beach County will continue to fund 50% (fifty percent) of the annual maintenance fees of \$1,573 and all of the future maintenance and adjustment costs of said devices.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF PALM BEACH COUNTY FLORIDA:**

That Palm Beach County enter into a railroad reimbursement agreement with FDOT and FEC for the funding, construction and maintenance of the safety improvements, and

That the Chairman of the Board of County Commissioners be authorized to enter into such agreements with the FDOT and the FEC, as herein described: and

That this RESOLUTION shall take effect immediately upon adoption.

RESOLUTION NO. 2010-  
February 2, 2010

The foregoing Resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote was as follows:

District 5 - BURT AARONSON, Chair

District 1 - KAREN T. MARCUS, Vice Chair

District 2 - JEFF KOONS

District 3 - SHELLEY VANA

District 4 - STEVEN L. ABRAMS

District 6 - JESS R. SANTAMARIA

District 7 - PRISCILLA A. TAYLOR

The Chairperson thereupon declared the resolution duly passed and adopted \_\_\_\_\_.

SHARON R. BOCK, CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

**S E A L**

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
(County Attorney)

PAGE 2 OF 2

**RAILROAD REIMBURSEMENT AGREEMENT  
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
42574115701	Northlake Blvd	PALM BEACH		00S4-0046-J

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida East Coast Railway, LLC., a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, hereinafter called the COMPANY; and PALM BEACH County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42574115701, on Northlake Blvd, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 292 + 3058, FDOT/AAR Crossing Number 272386-A, at or near Palm Beach, as shown on DEPARTMENT'S Plan Sheet No. Location Map, attached hereto as a part hereof; and

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

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type IV Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 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.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or 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.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 30,240.00. All work 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, when applicable.

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

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned  will  will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) \_\_\_\_\_ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for  betterment  expired service life  
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.



13. 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 totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services 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 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 reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance 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.).

15. 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 preaudit and postaudit thereof.

16. 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 Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are 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) 413-5516 or by calling the Department of Financial Services Hotline, 1-877-693-5236.

18. 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.

19. 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.

20. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.0582, Florida Statutes, the following provisions is included in this

Agreement:

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

~~22. 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 change, 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 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.~~

23. Paragraph 22 was stricken prior to execution by all parties at the request of Florida East Coast Railway, L.L.C.

IN WITNESS WHEREOF, the parties hereto have made and executed this Synchronization Agreement as of the day and year first above written.

COUNTY:

PALM BEACH COUNTY, FLORIDA,  
A Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Burt Aaronson, Chairman

ATTEST:  
Sharon R. Bock, Clerk  
Circuit Court

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

SEAL

COMPANY:

FLORIDA EAST COAST RAILWAY, L.C.C.

BY: *H. G. Fowler Jr.* **General Manager**  
**Signals & Communications**  
H. G. FOWLER JR.  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Director of Transportation Development

Legal Review

By: \_\_\_\_\_  
Attorney - DOT      Date

APPROVED AS TO TERMS AND CONDITIOS

By: *Charles Rich*  
ENGINEER:

Witnesses

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
County Attorney

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

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42574115701	Northlake Blvd	PALM BEACH		00S4-0046-J

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION 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. \_\_\_\_\_

ON MOTION OF Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_, the following  
RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on Northlake Blvd.  
which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF Palm Beach  
COUNTY, FLORIDA;

That Palm Beach County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the Florida East Coast Railway, LLC Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Number 425741-1-57-01 on Northlake Blvd which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 272386-A located near Palm Beach Florida; and

That the County assume it's share of the costs for future maintenance and adjustment of said grade crossing control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and Florida East Coast Railway, LLC. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board of County Commissioners of Palm Beach County, Florida, in regular session this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Chairman of the Board of County Commissioners

ATTEST: \_\_\_\_\_ (SEAL)  
Clerk of the Board of County Commissioners

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**WORK DESCRIPTION**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES**

725-090-09  
RAIL  
05/02

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42574115701	Northlake Blvd	PALM BEACH		00S4-0046-J

RAILROAD COMPANY

Florida East Coast Railway, LLC

- A. JOB DESCRIPTION & LOCATION: 38 LED's, 4 bells
- B. TYPE OF ROADWAY FACILITY: \_\_\_\_\_
- C. FDOT/AAR XING NO.: 272386-A RR MILE POST TIE: 292 + 3058'
- D. TYPE CROSSING PROPOSED: IV CLASS: III DOT INDEX NO.: 17882
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES: (See Agreement dated \_\_\_\_\_ )
- a. \_\_\_\_\_ None-New Crossing.
  - b. \_\_\_\_\_ Crossbuck and Disk.
  - c. \_\_\_\_\_ Flashing Signals with Disk.
  - d. \_\_\_\_\_ Flashing Signals with Cantilever.
  - e. \_\_\_\_\_ Flashing Signals with Gates.
  - f. XX Flashing Signals with Cantilever and Gates.
2. PROPOSED DEVICES: (Safety Index Rating 29.8 )
- a. \_\_\_\_\_ No revision required.
  - b. \_\_\_\_\_ Crossbuck and Disk.
  - c. \_\_\_\_\_ Flashing Signals and Disk.
  - d. \_\_\_\_\_ Flashing Signals with Cantilever.
  - e. \_\_\_\_\_ Flashing Signals with Gates.
  - f. XX Flashing Signals with Cantilever and Gates.
  - g. \_\_\_\_\_ Relocate existing signal devices:
    - (1) \_\_\_\_\_ (With-Without) addition of Gates.
    - (2) \_\_\_\_\_ (With-Without) synchronization with highway traffic signals.
    - (3) \_\_\_\_\_ (With-Without) constant warning time.
- F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
- 1. N/A By Others ( \_\_\_\_\_ Company.)
  - 2. N/A By Railroad Company.
- G. AUTHORITY REQUESTED: (Draft attached:  Yes  No.)
- 1. XX Agreement (Third Party Participating Palm Beach County, FL )
  - 2. \_\_\_\_\_ Supplemental Agreement No. \_\_\_\_\_
  - 3. \_\_\_\_\_ Crossing Permit. \_\_\_\_\_
  - 4. \_\_\_\_\_ Estimate for Change Order No. \_\_\_\_\_
  - 5. \_\_\_\_\_ Letter of Authority.
  - 6. \_\_\_\_\_ Letter of Confirmation (No Cost to Department).
- H. OTHER REMARKS:

Negotiations to be completed by: \_\_\_\_\_

Signal installation target date: \_\_\_\_\_

Synchronization: (Draft attached  Yes  No.)

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

725-090-41  
 RAIL  
 OGC - 01/06

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
42574115701	Northlake Blvd	PALM BEACH		00S4-046-J

COMPANY NAME: Florida East Coast Railroad, LLC

A. FDOT/AAR XING NO.: 272386-A RR MILE POST TIE: 2926+3058'

B. TYPE SIGNALS PROPOSED IV CLASS III DOT INDEX: 17882

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

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,086.00
II	Flashing Signals - Multiple Tracks	\$2,760.00
III	Flashing Signals and Gates - One Track	\$3,146.00
IV	Flashing Signals and Gates - Multiple Tracks	\$3,950.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011  
 Public Railroad-Highway Grade Crossing Costs

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, 2006 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.

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

Florida Department of Transportation

Diagnostic Field Review Sheet

Rail-Highway Grade Crossing

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

Data Sheet

Crossing No : 272386A Priority No : 9 County : PALM BEACH City : LAKE PARK RDWY : NORTHLAKE BLVD

Classification/Location:

Last Updated: 5/9/2008 1:48:23 PM

R.R. Co. : FLORIDA EAST COAST RAILROAD  
Station. : 499140  
Latitude : 26.808450  
R.R Crossing Status : OPEN-TRACK ACTIVE

R.R. Branch. : MAIN  
R.R. Milepost : 292.58  
Longitude : 80.07753330  
As of : 6/22/2005

Rail Operations :

Last Updated : 1/25/2000

Train Movements : 24 <sup>26</sup>  
Max Speed : 45  
No. of main tracks : 1

Effective date : 1/25/2000  
Other tracks : 0

Warning devices :

Last Updated :

Existing warning : CFLandG  
Preemption : NOT INTERCONNECTED

Type of train detection : CONSTANT WARNING TIME  
Advance warning : YES

Physical data :

Last updated : 9/11/2002

R.R Crossing angle : 60-90 DEG  
No. of Thru lanes : 6  
Crossing condition : GOOD  
Maintaining agency : COUNTY *Gilbert Sole*

Highway speed : 40  
Other lanes : 0  
Approach condition : MINOR

Department data :

Last updated : 6/22/2005

Traffic vol.(AADT) : 44169  
School bus count : 28  
Percent trucks : 0

As of : 2003  
As of : 2008

Safety data :

Last updated 5/13/2008

Pred. accident/year : 0.23  
Safety index : 29.80

Recommended warning device : OVERPASS  
As of : 5/13/2008

Description of Site/Installation conflicts :

Review team recommendations :

*Need advanced pre-emptious (More curbs out)  
Need a study to determine firming  
38 LED East/least approaches, Add bells  
raise 1" curb 6" (Call County) by :  
raise gate rec in median*

Date reviewed :

Review team personnel :





2008/2009 DIAGNOSTICS

DATE: 09/02/08

FILE: 10.2

TYPE: IV

CLASS: III

NO. OF DAYS: 5

AAR / DOT #: 272386A

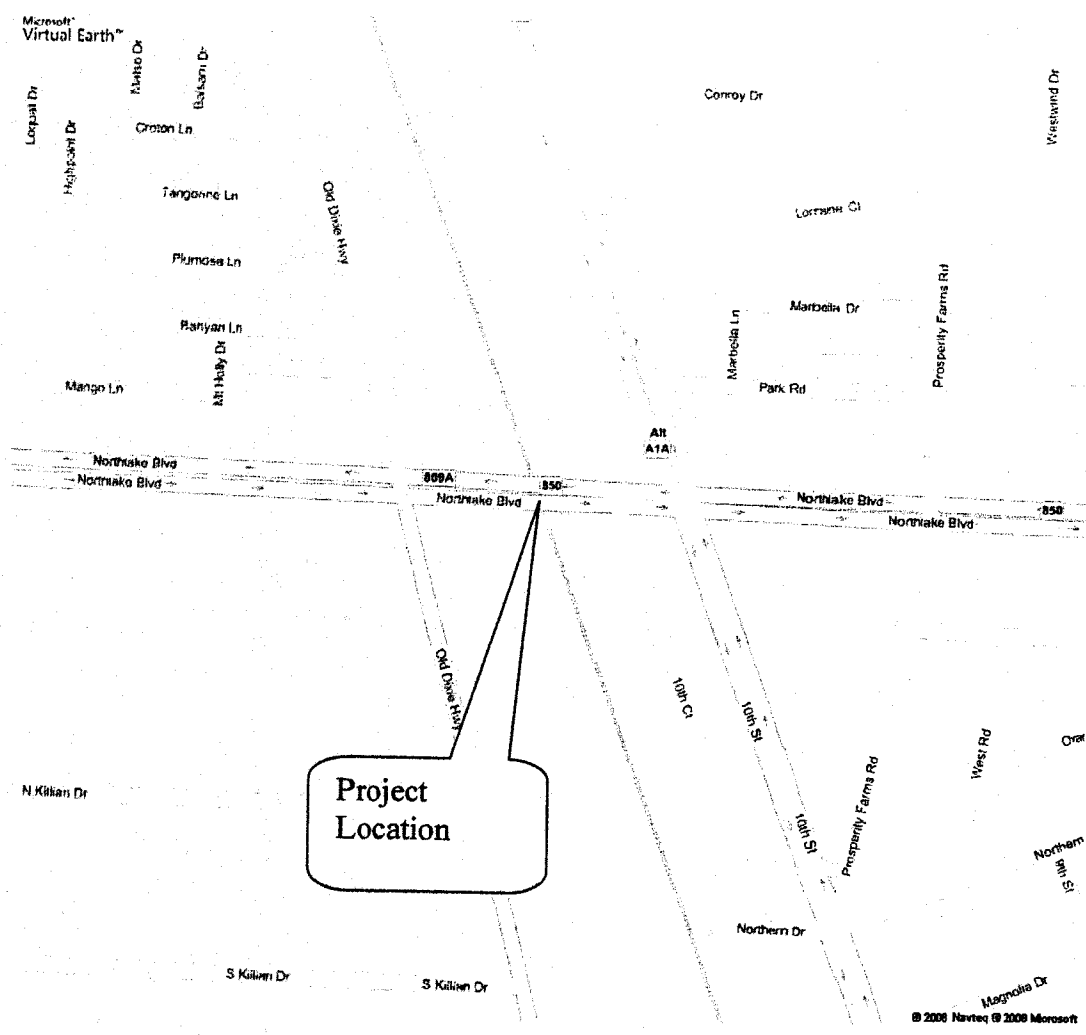
MILE POST: 292+3058'

FLORIDA EAST COAST RAILWAY  
OFFICE OF THE GENERAL MANAGER  
OF SIGNALS AND COMMUNICATIONS

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT NORTH LAKE BLVD.  
This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
12" LED RETROFIT UNITS	\$140.00	40 EA.	\$5,600.00
BELLS	\$360.00	4 EA.	\$1,440.00
MISC. GROUND MATERIAL	\$535.40	1 PKG.	\$535.40
FREIGHT & HANDLING			\$1,515.00
TAX @ 6.5%			\$492.00
<b>TOTAL MATERIALS</b>			<b>\$9,582.40</b>
EQUIPMENT RENTAL PER DAY	\$125.00	5 DAYS	\$625.00
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<b>EQUIPMENT TOTAL</b>			<b>\$1,290.00</b>
ENGINEERING	\$2,000.00	1	\$2,000.00
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CONSTRUCTION SUPERVISION	\$377.00	5 DAYS	\$1,885.00
LABOR ADDITIVE			\$1,050.00
<b>SUPERVISION TOTAL</b>			<b>\$2,935.00</b>
LABOR PER DAY	\$1,261.24		\$6,306.00
NUMBER OF DAYS		5	
LABOR ADDITIVE			\$3,680.00
<b>TOTAL LABOR</b>			<b>\$9,986.00</b>
GANG EXPENSES PER DAY	\$602.00		
NUMBER OF DAYS		5	
<b>TOTAL GANG EXPENSES</b>			<b>\$3,010.00</b>
<b>SUB-TOTAL</b>			<b>\$28,803.40</b>
CONTINGENCIES 5%			\$1,440.00
<b>TOTAL</b>			<b>\$30,240.00</b>



**LOCATION MAP**

**Florida East Coast Railway**

<b>LOCATION:</b>	Northlake Blvd.
<b>FINANCIAL PROJECT NO.:</b>	425741-1-57-01
<b>CROSSING NO.:</b>	272386-A
<b>RAILROAD MILEPOST:</b>	292+3058'

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF MODAL DEVELOPMENT  
DISTRICT 4 RAIL OFFICE

**PROJECT SCOPE AND COST ESTIMATE**

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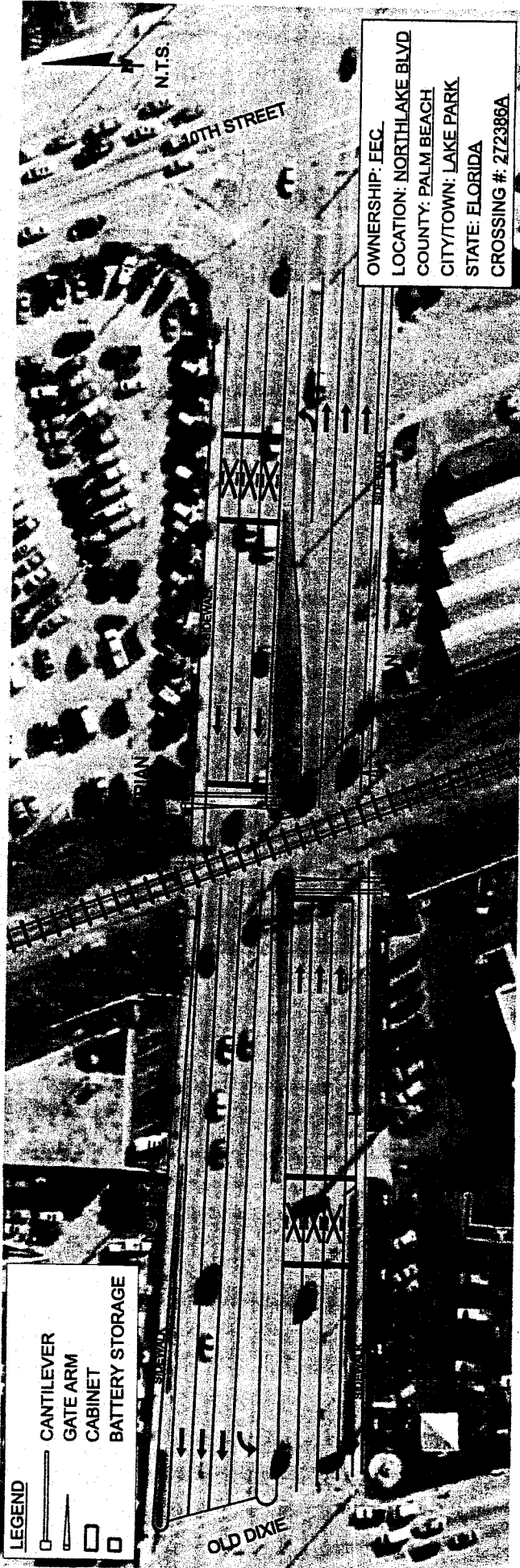
PROJECT INFORMATION

Financial Project No.: 425741-1-57-01  
FAP No.: 00S4-046-J  
Location: Northlake Blvd  
County: Palm Beach  
Crossing No.: 272386-A  
RR MP: 292+3058'  
Company: Florida East Coast Railway

This project scope and cost estimate was prepared by:  
District Rail Specialist

**PROJECT SCOPE AND COST ESTIMATE**

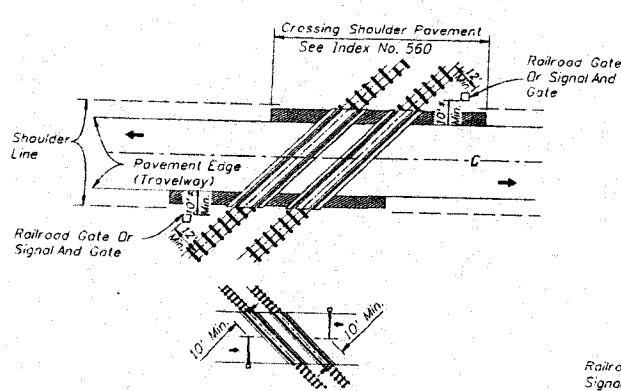
38 LED's, 4 bells  
..... \$30,240.00  
TOTAL ESTIMATED COSTS..... \$30,240.00



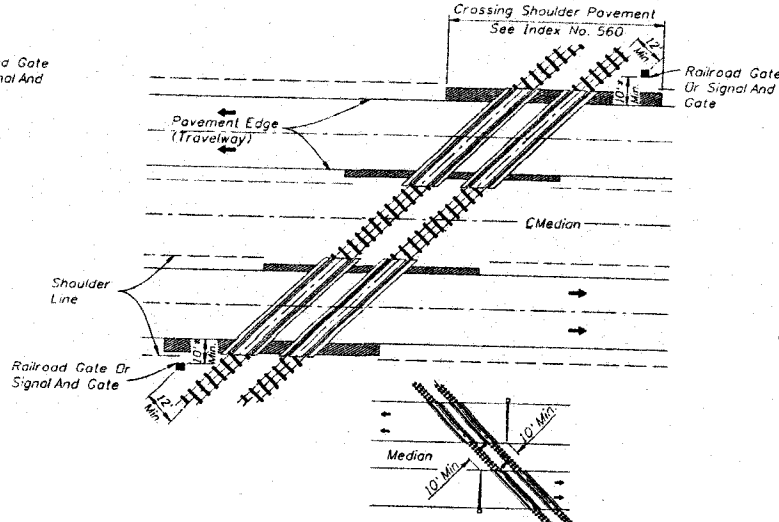
**LEGEND**

- CANTILEVER
- ▬ GATE ARM
- CABINET
- BATTERY STORAGE

OWNERSHIP: EEC  
LOCATION: NORTHLAKE BLVD  
COUNTY: PALM BEACH  
CITY/TOWN: LAKE PARK  
STATE: FLORIDA  
CROSSING #: 272386A



SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 - LANE DESIGN)



SIGNAL PLACEMENT AT RAILROAD CROSSING  
(4 - LANE DESIGN)

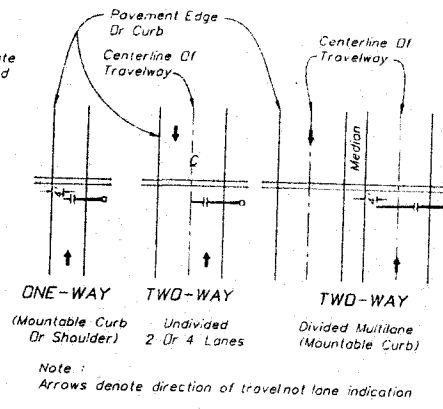
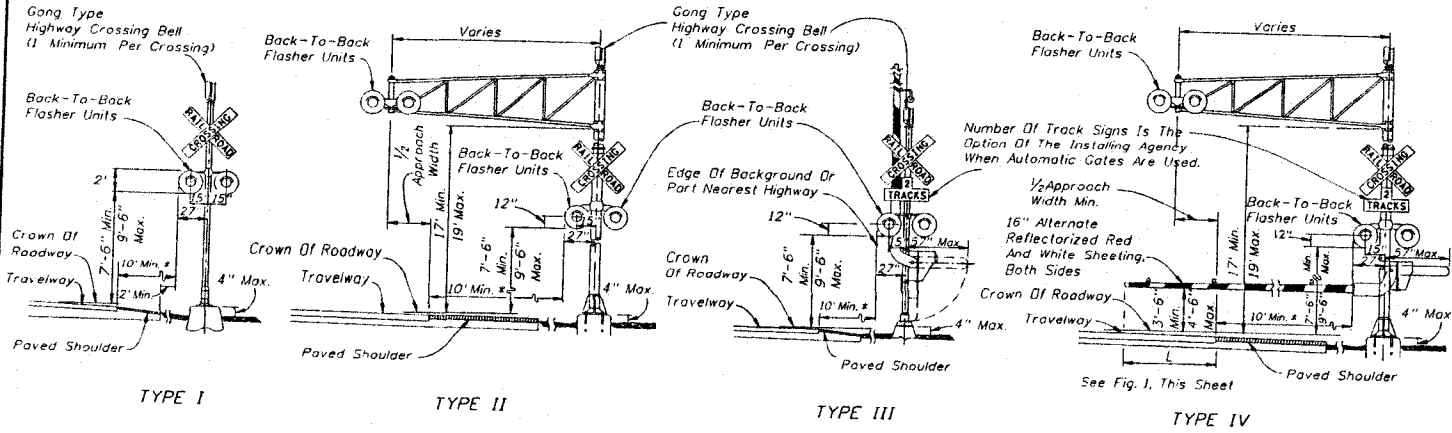


FIGURE 1  
Gate Length Requirements  
See Note 5 Sheet 3



General Notes

1. No guardrails proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
2. Advance flasher to be installed when and if called for in plans or specifications.
3. Top of foundation shall be no higher than 4" above finished shoulder grade.
4. Type of traffic control device
  - I Flashing signals
  - II Flashing signals with cantilever
  - III Flashing signals with gate
  - IV Flashing signals with cantilever & gate
  - V Gate
5. Class of traffic control devices
  - I Flashing signals - one track
  - II Flashing signals - multiple tracks
  - III Flashing signals and gates - one track
  - IV Flashing signals and gates - multiple tracks

\* When 10' is deemed impracticable the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.

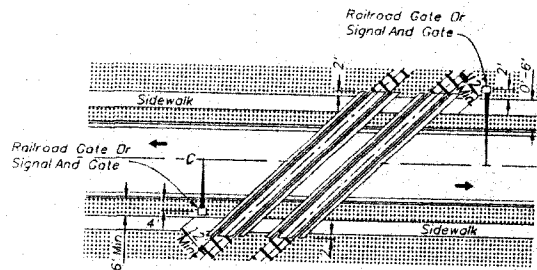
Note:  
Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.



2008 FDOT Design Standards

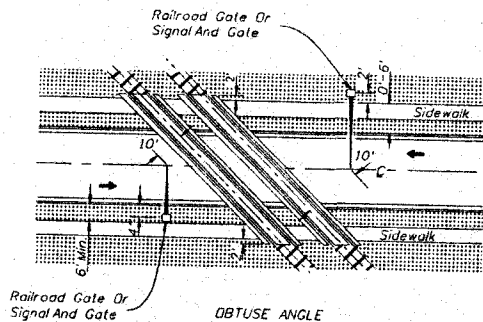
RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES

Last Revision	Sheet No.
07/01/05	1 of 4
Index No.	
17882	



ACUTE ANGLE (AND RIGHT ANGLE)

SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)

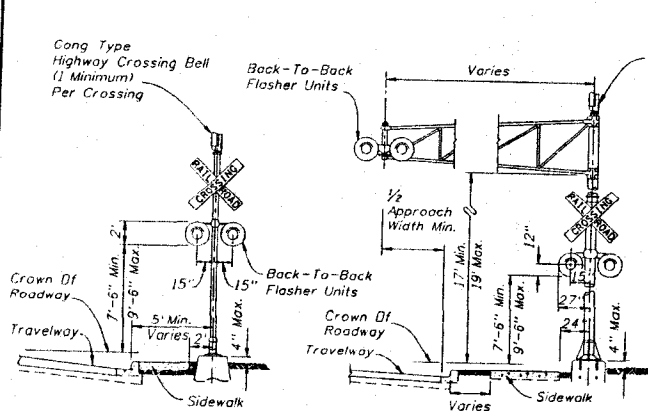


OBTUSE ANGLE

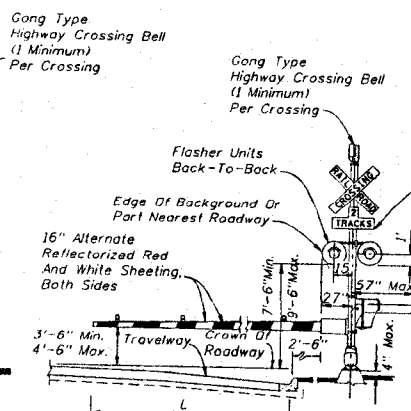
SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)

GENERAL NOTES

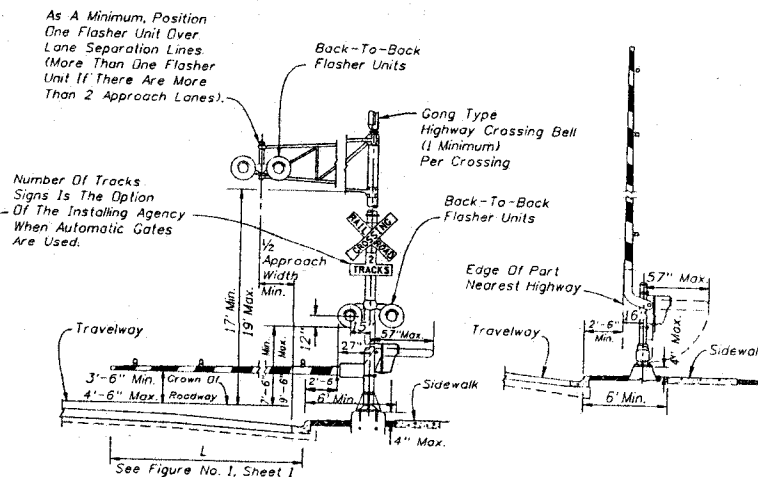
1. The location of flashing signals and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk. 0' to 6' - Locate device outside sidewalk. Over 6' - Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.



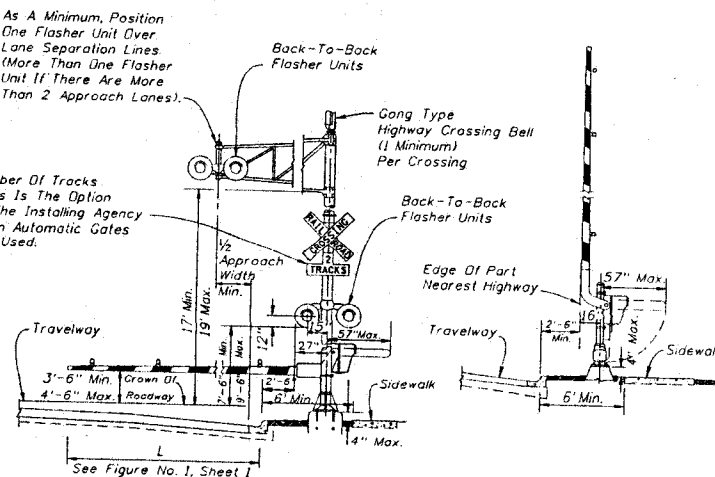
TYPE I



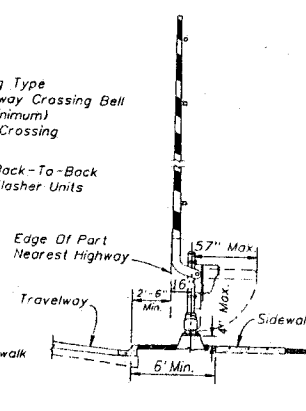
TYPE II



TYPE III



TYPE IV



TYPE V

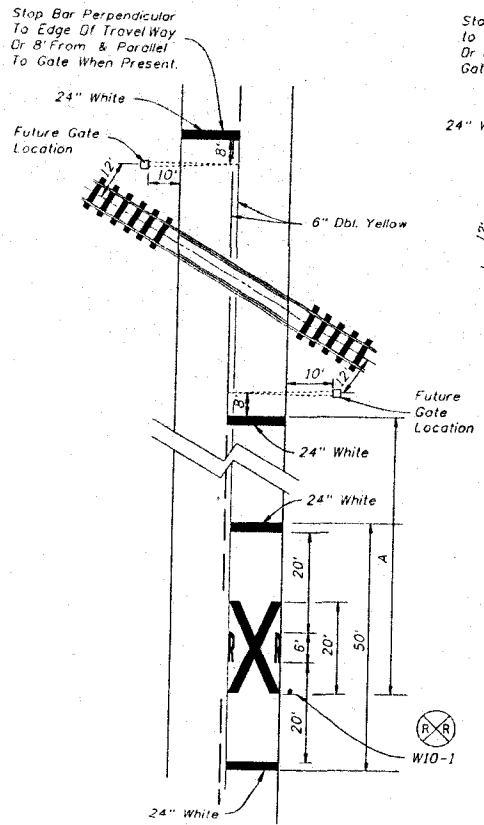


2008 FDOT Design Standards

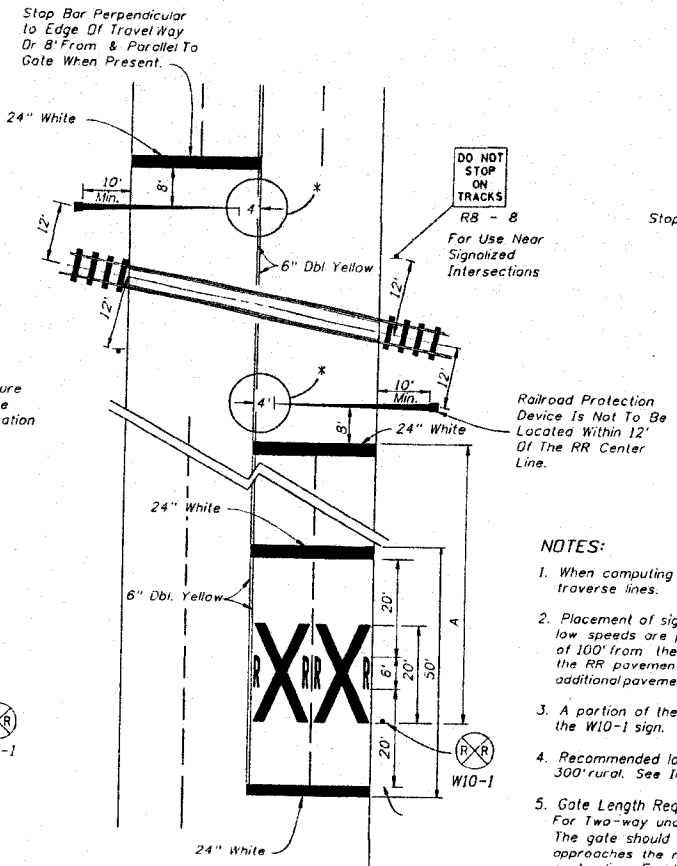
RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES

Last Revision 07/01/00	Sheet No. 2 of 4
Index No. 17882	

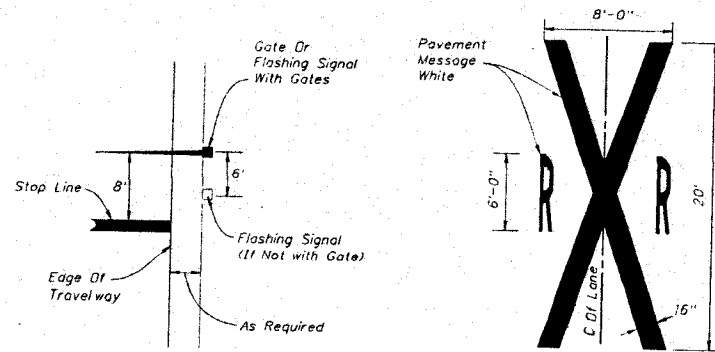
**RAILROAD CROSSING AT TWO (2)-LANE ROADWAY**



**RAILROAD CROSSING AT MULTILANE ROADWAY**



**RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES**

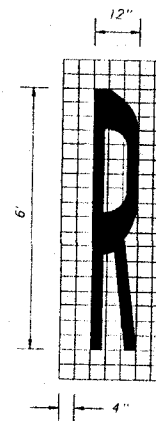


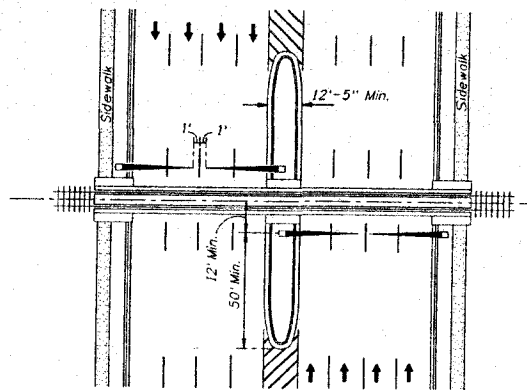
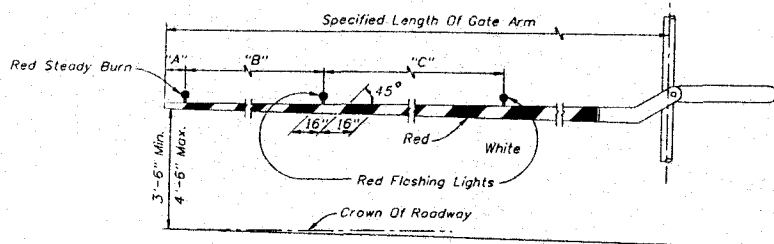
**NOTES:**

1. When computing pavement message, quantities do not include traverse lines.
2. Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100' from the crossing. Where street intersections occur between the RR pavement message and the tracks an additional W10-1 sign and additional pavement message should be used.
3. A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
4. Recommended location for FTP-61-06 or FTP-62-06 signs, 100' urban and 300' rural. See Index 17355 for sign details.
5. Gate Length Requirements:  
For Two-way undivided sections:  
The gate should extend to within 1' of the center line. On multiple approaches the maximum gate length may not reach to within 1' of the center line. For those cases, the distance from the gate to the center line shall be a maximum of 4'.

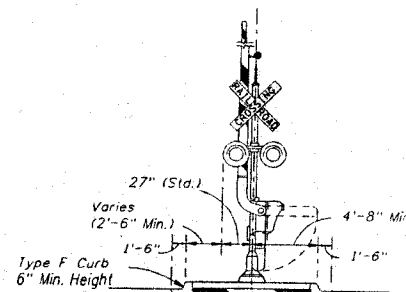
For one-way or divided sections:  
The gate shall be of sufficient length such that the distance from the gate tip to the inside edge of pavement is a maximum of 4'.

SPEED MPH	" A " IN FT.
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 MIN.





PLAN



MEDIAN SECTION AT SIGNAL GATES

NOTE:  
For additional information see the "Manual On Uniform Traffic Control Devices", Part B; The "Traffic Control Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".

RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

MEDIAN SIGNAL GATES FOR  
MULTILANE UNDIVIDED URBAN SECTIONS

(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)



2008 FDOT Design Standards

RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES

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Index No.	
17882	





2008/2009 DIAGNOSTICS

FLORIDA EAST COAST RAILWAY  
OFFICE OF THE GENERAL MANAGER  
OF SIGNALS AND COMMUNICATIONS

DATE: 09/02/08  
FILE: 10.2  
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CLASS: III  
NO. OF DAYS: 5  
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