

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 15, 2012

{X} Consent { } Regular  
{ } Workshop { } Public Hearing

Department:

Submitted By: Engineering & Public Works  
Submitted For: Engineering Services Division

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to adopt: a Resolution authorizing execution of an agreement with Martin County, Florida East Coast Railway L.L.C. (FEC) and Florida Department of Transportation (FDOT), for the installation and maintenance of grade crossing traffic control devices at the FEC crossing on County Line Road, Crossing Number 272372-S.

**SUMMARY:** Adoption of this Resolution will approve an agreement with Martin County, FEC and the FDOT, for installation and maintenance of grade crossing traffic control devices at the FEC crossing on County Line Road, Crossing Number 272372-S. 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 fees which is currently \$1,701 for this Type III, Class III crossing.

District 1 (MRE)

**Background and Justification:** The FEC is having grade crossing traffic control devices upgraded on County Line Road, Crossing Number 272372-S. The FEC or its Contractor will perform 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 jointly with Martin County 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 \$1,701. The other 50% of the annual signal maintenance fee is paid by Martin County as a co-license holder. The centerline of the roadway at the County Line Road FEC crossing is the political boundary for the two Counties, resulting in both Counties paying half of the cost of the annual signal maintenance fee.

The Engineering Department, having reviewed said agreement, recommends the Board of County Commissioners adopt the accompanying Resolution authorizing execution of the Agreement.

**Attachments:**

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

Recommended by: \_\_\_\_\_  
Division Director Date

Approved By: S. J. Webb \_\_\_\_\_  
County Engineer Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	0	0	0	0	0
Operating Costs	-0-	-0-	-0-	-0-	-0-
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> ✱	0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?                      Yes      X      No

**Budget Account No:**

Fund 1201      Dept 360      Unit 2270      Object 4607

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

County Transportation Trust Fund  
 Railroad Crossing Maintenance

Fully funded within current budget for FY 2012. Future funding pending annual budget approval.

**C. Departmental Fiscal Review:**

*Alicia Kovalainen*

**III. REVIEW COMMENTS**

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

✱ No additional fiscal impact.

*J. H. [Signature]* 4/19/12  
 OFMB      SN 4/19/12      4/17/12      cc 11/17/12

*Dr. J. [Signature]* 5/2/12  
 Contract Dev. and Control  
 5-1-12 [Signature]

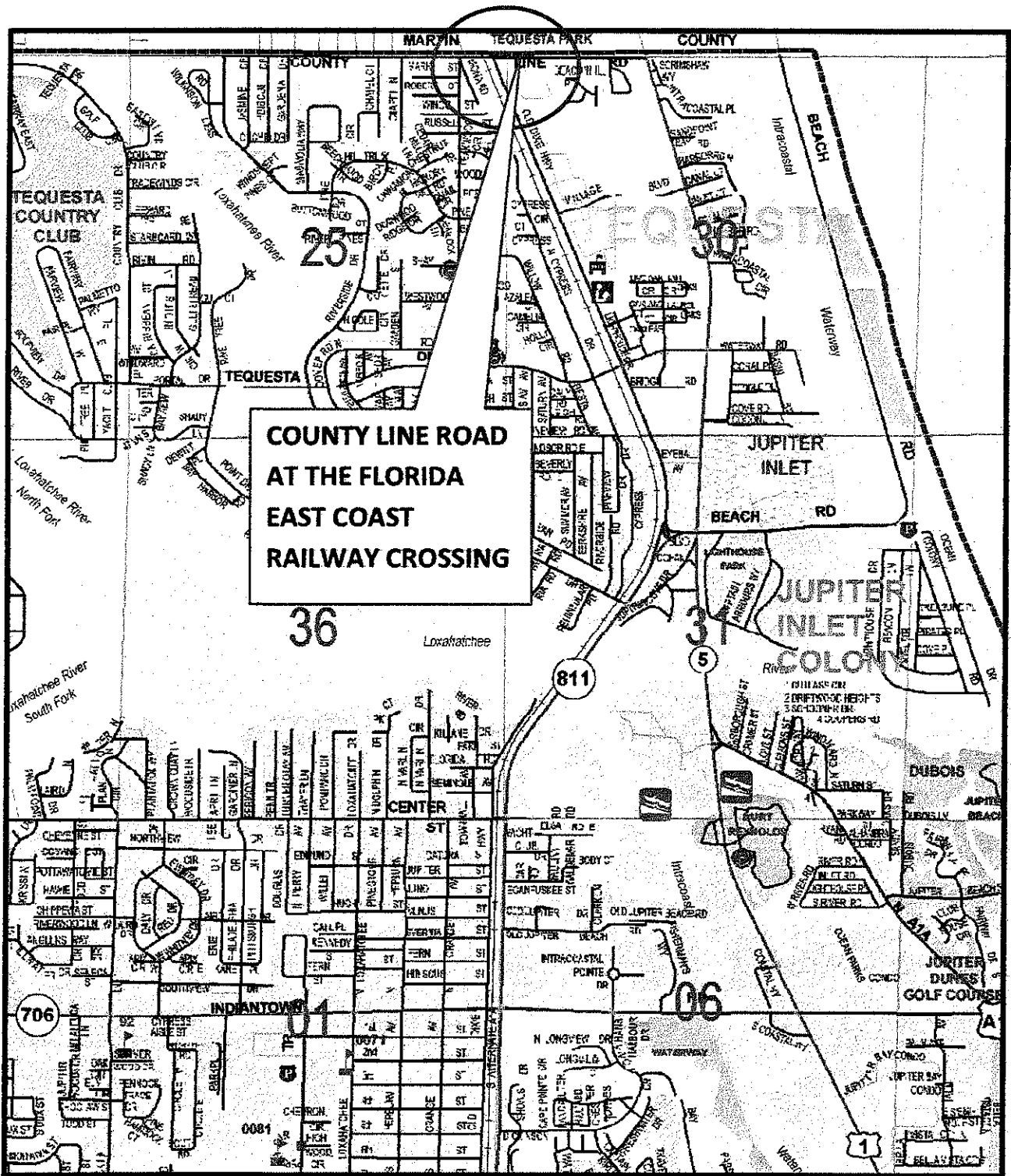
**B. Approved as to Form and Legal Sufficiency:**

*Marken [Signature]* 5/10/12  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



LOCATION MAP

RESOLUTION NO. R-2012\_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA  
AUTHORIZING EXECUTION OF A RAILROAD  
AGREEMENT WITH MARTIN COUNTY, FLORIDA EAST  
COAST RAILWAY L.L.C. AND FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR SAFETY IMPROVEMENTS AT  
THE COUNTY LINE ROAD RAILWAY CROSSING**

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

**WHEREAS**, FDOT will fund safety improvements to County Line Road at the Florida East Coast Railway L.L.C. (FEC) crossing designated as Financial Project Number 427824-1-57-01 at Crossing Number 272372-S in Palm Beach County, Florida and

**WHEREAS**, FEC will construct the safety improvements; and

**WHEREAS**, fifty percent (50%) of this crossing is maintained by Palm Beach County and 50% of this crossing is maintained by Martin County; and

**WHEREAS**, Palm Beach County will continue to fund 50% of the annual maintenance fees which is currently \$1,701.

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

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

That the Chair of the Board of County Commissioners be authorized to enter into such agreement with FDOT, FEC and Martin County, as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

RESOLUTION NO. 2012-  
May 15, 2012

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:

Commissioner Shelley Vana, Chair -  
Commissioner Steven L. Abrams, Vice Chairman -  
Commissioner Karen T. Marcus -  
Commissioner Paulette Burdick -  
Commissioner Burt Aaronson -  
Commissioner Jess R. Santamaria -  
Commissioner 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)

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

FINANCIAL PROJECT NO.	ROAD NAME	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
427824-157-01	County Line Rd	Martin/Palm Beach	N/A	004S-048J

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 and MARTIN County, political subdivisions of the State of Florida, acting by and through their respective Board of County Commissioners, hereinafter called MARTIN and PALM BEACH.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 427824-1-57-01, On COUNTY LINE ROAD, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 280.88, FDOT/AAR Crossing Number 272372S, at or near TEQUESTA as shown on DEPARTMENT'S Plan Sheet No. 1, attached hereto as part hereof; and

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

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III 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 specification; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by PALM BEACH and fifty (50%) percent shall be borne by MARTIN, 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.
3. 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, PALM BEACH and MARTIN agree to insure that at the crossing the advance warning signs and railroad crossing pavement marking 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 marking 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 \$ 334,810.00. All work performed by the COMPANY pursuant thereto, 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 detailed 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 (non reimbursable 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  
 non reimbursable 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 pre audit and post audit 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 approved 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 measure 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.

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 executor 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 287.134(2)(a), Florida Statutes, the following provisions are included in this AGREEMENT:

An entity or affiliate who has been placed on the discriminatory vendor list 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.

22. 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.

23. ~~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 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.~~

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

725-090-27  
RAIL  
OGC-08/11

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.

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida Board of  
County Commissioners

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Chair

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

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

Legal Review

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

By: \_\_\_\_\_ Date  
Attorney – DOT

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

FLORIDA EAST COAST RAILWAY, LLC.

\_\_\_\_\_  
COUNTY ATTORNEY  
(Seal)

By: Joseph L Schonder  
Joseph (Leslie) Schonder  
Public Projects Engineer

APPROVED AS TERMS  
AND CONDITIONS  
Charlie Rich  
ENGINEER

MARTIN COUNTY, a Political Subdivision  
of the State of Florida Board of County Commissioners

By: \_\_\_\_\_  
Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY  
(SEAL)

APPROVED AS TO TERMS  
AND CONDITIONS  
\_\_\_\_\_  
ENGINEER

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
42782415701	County Line Road	Martin / Palm Beach		004S-048J

RAILROAD COMPANY

Florida East Coast Railway L.L.C.

- A. JOB DESCRIPTION & LOCATION: Gates, Ped Gates, Sidelights, 2-Cab, event recorder LED
- B. TYPE OF ROADWAY FACILITY: 2 thru lanes - Commercial Highway
- C. FDOT/AAR XING NO.: 272372-S RR MILE POST TIE: 280 + 4,653'
- D. TYPE CROSSING PROPOSED: III 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.  Flashing Signals with Cantilever and Gates.
2. PROPOSED DEVICES: (Safety Index Rating \_\_\_\_\_ )
- a.  No revision required.
  - b.  Crossbuck and Disk.
  - c.  Flashing Signals and Disk.
  - d.  Flashing Signals with Cantilever.
  - e.  Flashing Signals with Gates.
  - f.  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.  Agreement (Third Party Participating Martin County & Palm Beach County )
  - 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 - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
42182415701	County Line Road	Martin / Palm Beach		004S-048J

COMPANY NAME: Florida East Coast Railway L.L.C.

A. FDOT/AAR XING NO.: 272372-S RR MILE POST TIE: 280 + 4,653

B. TYPE SIGNALS PROPOSED III 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	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

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, 2011 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.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF MODAL DEVELOPMENT  
DISTRICT IV RAIL OFFICE**

**PROJECT SCOPE AND COST ESTIMATE**

**PROJECT INFORMATION**

**Financial Project No.:** 427824-1-57-01  
**Location:** County Line Road  
**County:** Martin  
**Crossing No.:** 272372-S  
**RR. MP.:** 280+4653  
**Company:** Florida East Coast Railway, LLC

This project scope was prepared by: District 4 Railroad Coordinator's Office

Project Scope: By Florida East Coast Railway, LLC.  
Installation of Gates, Sidelights, 2-Cabinets, Event-recorder, Pedestrian Gates,  
and 2-LED Sets.....\$ 334,810.00

**TOTAL ESTIMATED COSTS.....\$ 334,810.00**



2010 DIAGNOSTICS

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

DATE: 08/31/09  
FILE: 10.2  
TYPE: III  
CLASS: III  
NO. OF DAYS: 10  
AAR / DOT #: 272372S  
MILE POST: 280+4653'

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT COUNTY LINE ROAD.  
This estimate should be considered void after one (1) year.

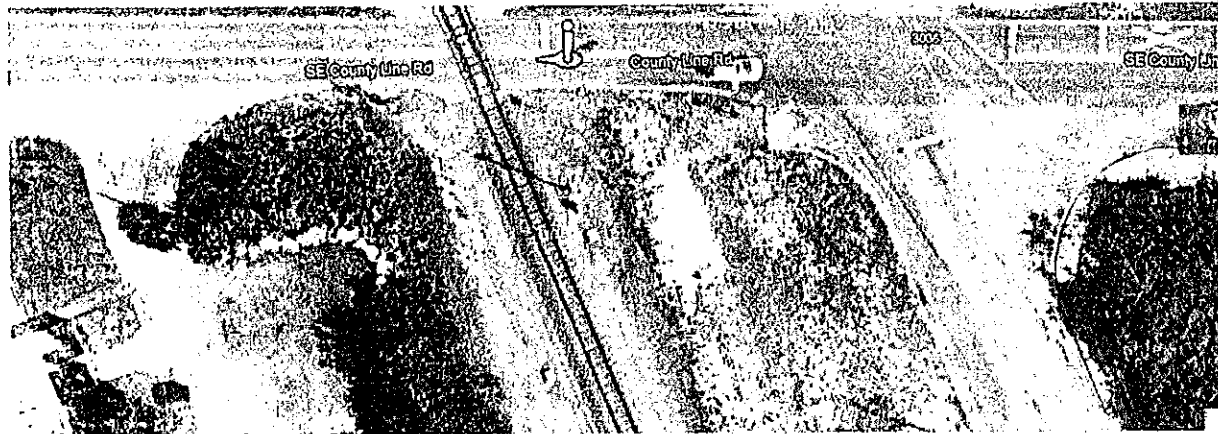
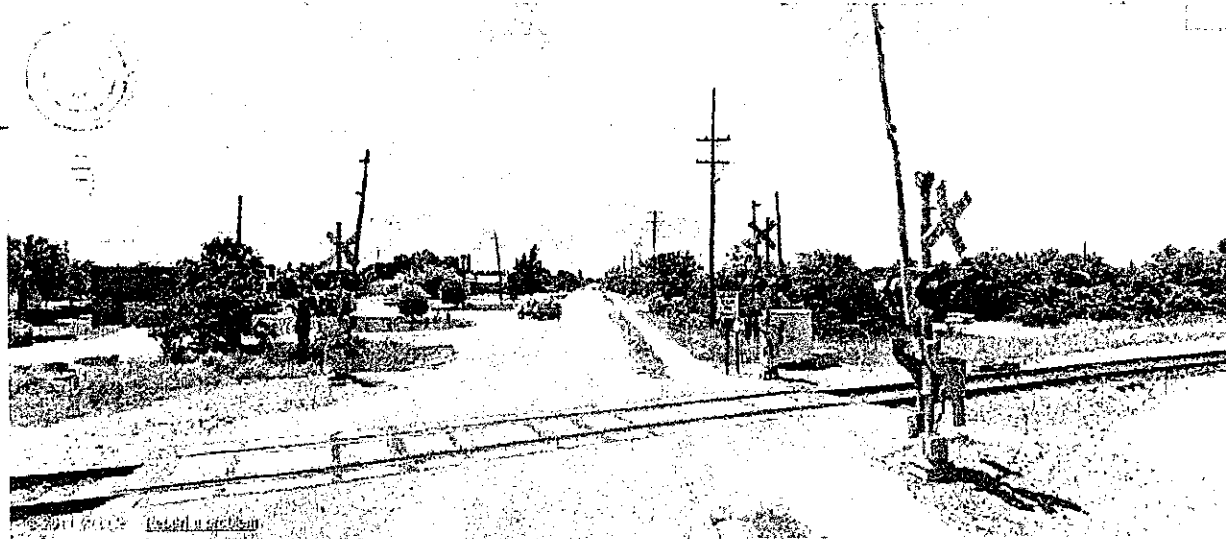
MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	\$9,598.00	2 EA.	\$19,196.00
GATES	\$500.00	2 EA.	\$1,000.00
GATE FOUNDATIONS	\$675.00	2 EA.	\$1,350.00
6'X6' & 4'X4' WIRED CASE, WITH HXP-3R2	\$125,620.00	1 EA.	\$125,620.00
GENERATOR CASE W/ TRANSFER SWITCH	\$5,615.00	1 EA.	\$5,615.00
BATTERY BOX	\$675.00	2 EA.	\$1,350.00
BATTERIES, SAFT SPL250	\$250.00	40 EA.	\$10,000.00
MISC. GROUND MATERIAL	\$2,923.60	1 PKG.	\$2,923.60
CONDUIT & DIRECTIONAL BORE	\$45.00	120 FT.	\$5,400.00
CABLE	\$10,398.60	1 PKG.	\$10,398.60
MISCELLANEOUS RELAY EQUIPMENT	\$1,120.00	1 PKG.	\$1,120.00
POWER SERVICE	\$1,800.00	1 EA.	\$1,800.00
MONITORING EQUIPMENT	\$12,985.00	1 PKG.	\$12,985.00
SANITATION & DISPOSAL	\$1,500.00	1 PKG.	\$1,500.00
FREIGHT & HANDLING			\$49,690.00
TAX @ 6.5%			<u>\$12,919.00</u>
TOTAL MATERIALS			\$262,867.20
EXCAVATING EQUIPMENT PER DAY	\$417.10	10 DAYS	\$4,171.00
EQUIPMENT RENTAL PER DAY	\$200.00	10 DAYS	\$2,000.00
FOREMAN'S TRUCK PER DAY	\$224.70	10 DAYS	\$2,247.00
GANG TRUCK PER DAY	\$647.30	10 DAYS	\$6,473.00
SUPERVISORS TRUCK PER DAY	\$142.60	10 DAYS	<u>\$1,426.00</u>
EQUIPMENT TOTAL			\$16,317.00
ENGINEERING	\$7,500.00	1	<u>\$7,500.00</u>
ENGINEERING TOTAL			\$7,500.00
CONSTRUCTION SUPERVISION	\$364.00	10 DAYS	\$3,640.00
LABOR ADDITIVE			<u>\$2,102.00</u>
SUPERVISION TOTAL			\$5,742.00
LABOR PER DAY	\$1,286.24		\$12,862.00
NUMBER OF DAYS	10		
LABOR ADDITIVE			<u>\$7,562.00</u>
TOTAL LABOR			\$20,424.00
GANG EXPENSES PER DAY	\$602.00		
NUMBER OF DAYS	10		
TOTAL GANG EXPENSES			\$6,020.00
SUB-TOTAL			\$318,870.20
CONTINGENCIES 5%			<u>\$15,944.00</u>
TOTAL			\$334,810.00



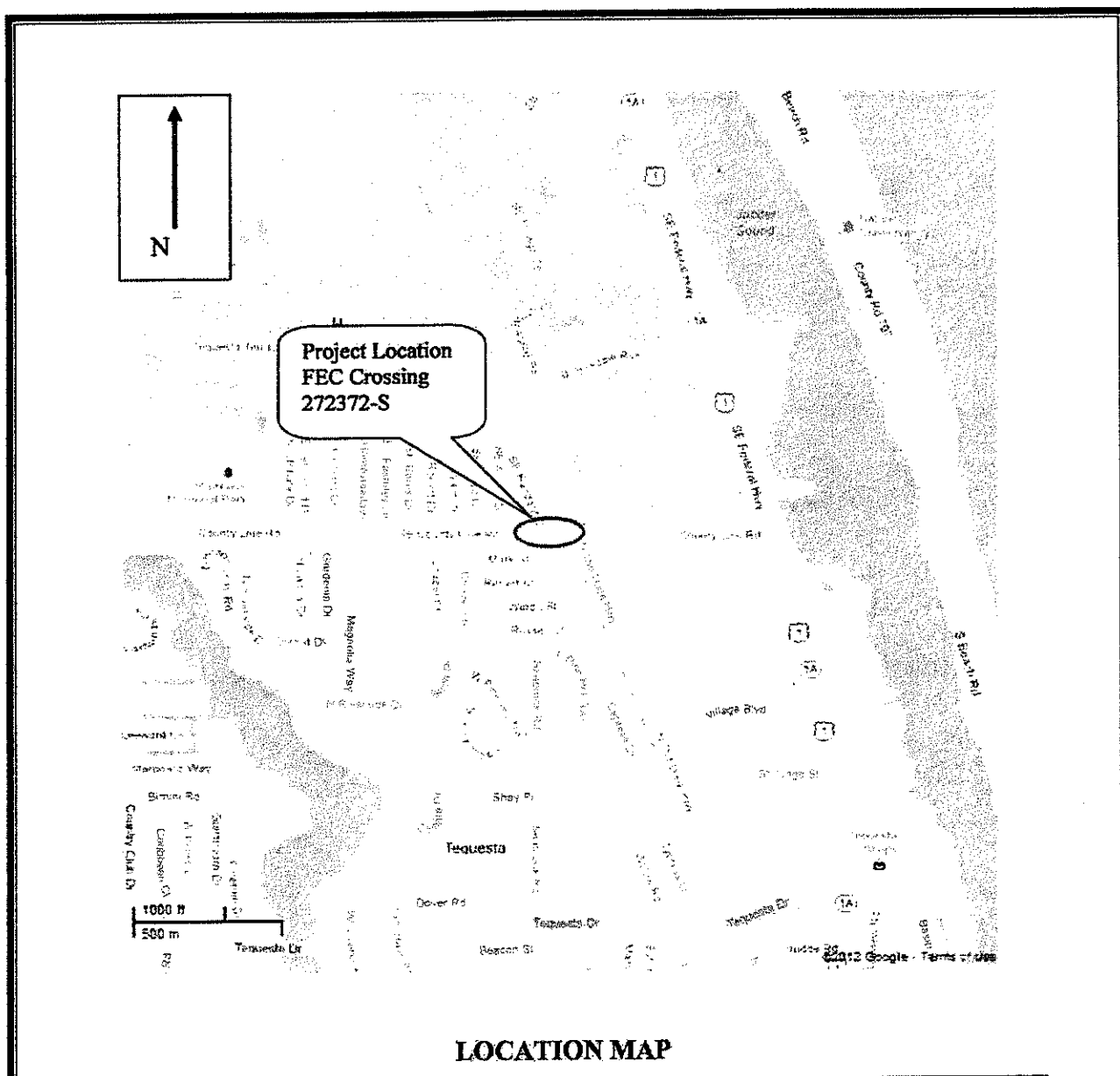
Google

To see all the details that are visible on the screen, use the "Print" link next to the map.

FDOT'S PLAN SHEET NO. 1



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**LOCATION MAP**

**Florida East Coast Railway L.L.C.**

<b>LOCATION:</b>	County Line Road, Martin/Palm Beach
<b>FINANCIAL PROJECT NO.:</b>	427824-1-57-01
<b>CROSSING NO.:</b>	272372-S
<b>RAILROAD MILEPOST:</b>	280 + 4,653'

Crossing No: 2723725 Roadway: COUNTY LINE RD County: Martin Date:

Rank 2009: 700 SR No.: RR Company: FEC Crossing Stats Year:  
 Index 2009: 64.73 US No.: Division Name: 2009  
 Rank 2008: 555 Latitude: 26.97065 Subdivision Name:  
 Index 2008: 62.34 Longitude: 80.0944 Branch Name: MAIN  
 RR Milepost: 280.88

		Check	Correction			Check	Correction
Roadway Speed:	35	<input checked="" type="checkbox"/>		Min Train Speed:	45	<input type="checkbox"/>	
Crossing Angle:	60-90 deg	<input checked="" type="checkbox"/>		Max Train Speed:	60	<input type="checkbox"/>	
Traffic Count/AADT: 2003	10692	<input type="checkbox"/>		Day Thru / Switch:	12 /	<input type="checkbox"/>	
Truck %:	0	<input type="checkbox"/>		Night Thru / Switch:	12 /	<input type="checkbox"/>	
School Buses:	10	<input type="checkbox"/>		Passenger Train Count:		<input type="checkbox"/>	0
Traffic Date:	4/14/1999	<input type="checkbox"/>		Commuter Train Count:		<input type="checkbox"/>	
Thru Lanes:	2	<input checked="" type="checkbox"/>		Train Count Date:	7/18/1986	<input type="checkbox"/>	
Aux Lanes:	0	<input checked="" type="checkbox"/>		Mainline Tracks:	1	<input checked="" type="checkbox"/>	
Traf Sgnl Preemp: Not Interconnect		<input type="checkbox"/>	NO SIGNAL	Other Line Tracks:	0	<input checked="" type="checkbox"/>	
Train Sgnl in Proximty to Xing?		<input type="checkbox"/>		Train Detection:	DC/AFO	<input type="checkbox"/>	
Crossbucks on Mast:	3	<input type="checkbox"/>		Flashing on Cant not over Traffic:	0	<input checked="" type="checkbox"/>	
Crossbucks on Cantilever:	0	<input type="checkbox"/>		Flashing on Cant over Traffic:	0	<input checked="" type="checkbox"/>	
Stop Sign:	0	<input type="checkbox"/>		Flashing Lights on Mast:	3	<input checked="" type="checkbox"/>	
Yield Signs (Y/N):	N	<input type="checkbox"/>		Gate Count:	3	<input checked="" type="checkbox"/>	
Other Sign:		<input type="checkbox"/>		4 Quad Gates (Y/N):	N	<input type="checkbox"/>	NO
# Other Signs:		<input type="checkbox"/>		Ped Gates:		<input type="checkbox"/>	
Advanced Warning (Y/N):	Y	<input type="checkbox"/>		LED Count:	0	<input type="checkbox"/>	0
Side St. Adv Warning (Y/N):	N	<input type="checkbox"/>		8" Count:	0	<input type="checkbox"/>	
Hump Sign (Y/N):	N	<input type="checkbox"/>		12" Count:	12	<input type="checkbox"/>	
Pvmnt Marks: Stoplines+RR Xing		<input type="checkbox"/>		Surface Mod Date:		<input type="checkbox"/>	
Bell Count:	1	<input type="checkbox"/>		Signal Mod Date:		<input type="checkbox"/>	
Surface Type:	Other	<input type="checkbox"/>		Sidewalk Thru Xing (Y/N):	N	<input type="checkbox"/>	
Surface Condition:	Excellent	<input type="checkbox"/>		Sidewalk Present (Y/N):	Y	<input type="checkbox"/>	
Approach:	None	<input type="checkbox"/>		Illuminated (Y/N):	N	<input type="checkbox"/>	
Vehicle Reaction:	None	<input type="checkbox"/>		Distance mast to curb (4'9") or (2') sw		<input type="checkbox"/>	
Driver Reaction:	No Drivers	<input type="checkbox"/>		Distance mast to travelway (12'3")		<input type="checkbox"/>	7' SW,
Team Recommendations:				If < 45mph, mast to travel (10')		<input type="checkbox"/>	
- Stop light, gate Deductible				Lane width > 23' = cantilever		<input checked="" type="checkbox"/>	
- pull over the tracks,				Mast to RR (15') or (12' exception)		<input type="checkbox"/>	
- CWT, LED, Stop lights,				Gate Tip to median (4')		<input type="checkbox"/>	

traffic signal + interconnect  
 2 new crosses, fresh detection HXP, setback gates  
 keep pool gate,

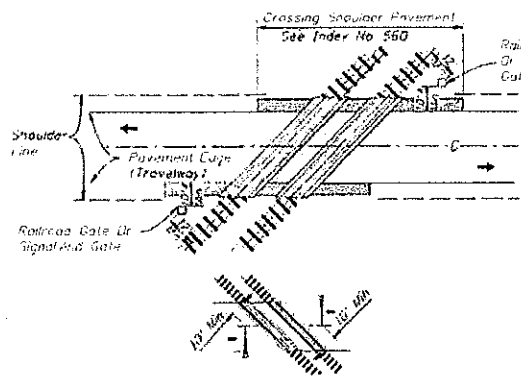
Crossing No: 2723725 Roadway: COUNTY LINE RD County: Martin Date: 6/14/2009

Rank 2009: 700 SR No.: RR Company: FEC  
 Index 2009: 64.73 US No.: Division Name:  
 Rank 2008: 555 Latitude: 26.97065 Subdivision Name:  
 Index 2008: 62.34 Longitude: 80.0944 Branch Name: MAIN  
 RR Milepost: 280.88

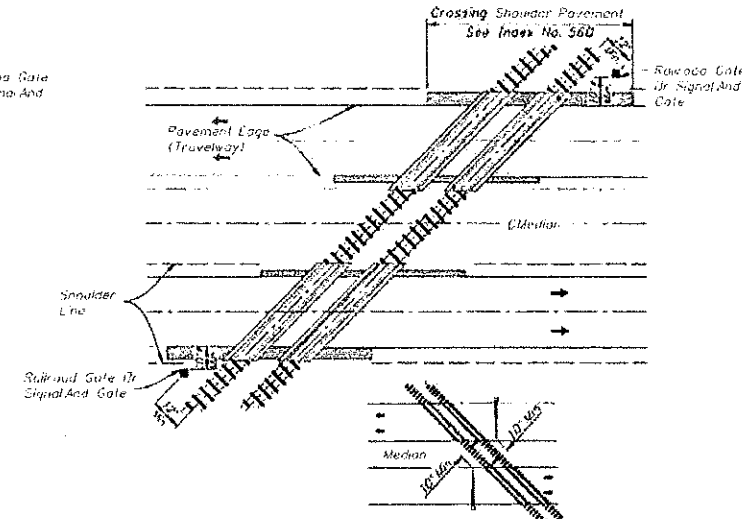
Crossing Stats Year: 2009

		Check	Correction			Check	Correction
Roadway Speed:	35	<input checked="" type="checkbox"/>		Min Train Speed:	45	<input type="checkbox"/>	
Crossing Angle:	60-90 deg	<input checked="" type="checkbox"/>		Max Train Speed:	60	<input checked="" type="checkbox"/>	
Traffic Count/AADT:	12K 10692 2003	<input type="checkbox"/>		Day Thru / Switch:	12 /	<input checked="" type="checkbox"/>	9
Truck %:	0	<input type="checkbox"/>		Night Thru / Switch:	12 /	<input checked="" type="checkbox"/>	3
School Buses:	10	<input type="checkbox"/>		Passenger Train Count:	0	<input type="checkbox"/>	
Traffic Date:	4/14/1999	<input type="checkbox"/>		Commuter Train Count:	0	<input type="checkbox"/>	
Thru Lanes:	2	<input checked="" type="checkbox"/>		Train Count Date:	7/18/1986	<input type="checkbox"/>	
Aux Lanes:	0	<input checked="" type="checkbox"/>		Mainline Tracks:	1	<input checked="" type="checkbox"/>	
Traf Sgnl Preemp: Not Interconnect		<input type="checkbox"/>	N/A	Other Line Tracks:	0	<input checked="" type="checkbox"/>	
Train Sgnl in Proximty to Xing?		<input type="checkbox"/>	YES	Train Detection:	DC/AFO	<input type="checkbox"/>	PMD-1 B
Crossbucks on Mast:	3	<input type="checkbox"/>		Flashing on Cant not over Traffic:	0	<input checked="" type="checkbox"/>	
Crossbucks on Cantilever:	0	<input type="checkbox"/>		Flashing on Cant over Traffic:	0	<input checked="" type="checkbox"/>	
Stop Sign:	0	<input checked="" type="checkbox"/>		Flashing Lights on Mast:	3	<input checked="" type="checkbox"/>	
Yield Signs (Y/N):	N	<input checked="" type="checkbox"/>		Gate Count:	2	<input checked="" type="checkbox"/>	2
Other Sign:		<input type="checkbox"/>	W10-1 / DNSOT	4 Quad Gates (Y/N):	N	<input type="checkbox"/>	
# Other Signs:		<input type="checkbox"/>	2 / 2	Ped Gates:	1	<input checked="" type="checkbox"/>	1
Advanced Warning (Y/N):	Y	<input checked="" type="checkbox"/>		LED Count:	0	<input checked="" type="checkbox"/>	
Side St. Adv Warning (Y/N):	N	<input type="checkbox"/>		8" Count:	0	<input checked="" type="checkbox"/>	
Hump Sign (Y/N):	N	<input checked="" type="checkbox"/>		12" Count:	12	<input checked="" type="checkbox"/>	
Pvmnt Marks: Stoplines+RR Xing		<input checked="" type="checkbox"/>		Surface Mod Date:		<input type="checkbox"/>	
Bell Count:	1	<input checked="" type="checkbox"/>		Signal Mod Date:		<input type="checkbox"/>	
Surface Type:	Other	<input type="checkbox"/>	Conc Panel	Sidewalk Thru Xing (Y/N):	N	<input type="checkbox"/>	Y
Surface Condition:	Excellent	<input checked="" type="checkbox"/>		Sidewalk Present (Y/N):	Y	<input type="checkbox"/>	Y
Approach:	None	<input checked="" type="checkbox"/>		Illuminated (Y/N):	N	<input checked="" type="checkbox"/>	
Vehicle Reaction:	None	<input checked="" type="checkbox"/>		Distance mast to curb (4'9") or (2') sw		<input checked="" type="checkbox"/>	
Driver Reaction:	No Drivers	<input checked="" type="checkbox"/>		Distance mast to travelway (12'3")		<input type="checkbox"/>	
Team Recommendations:				If < 45mph, mast to travel (10')		<input type="checkbox"/>	7' SW
	Traffic signal warrants - Dixie @ EL Rd			Lane width > 23' = cantilever		<input checked="" type="checkbox"/>	
	Side lights for NB Dixie to WBC Rd			Mast to RR (15') or (12' exception)		<input type="checkbox"/>	
	Interconnect			Gate Tip to median (4')		<input checked="" type="checkbox"/>	N/A

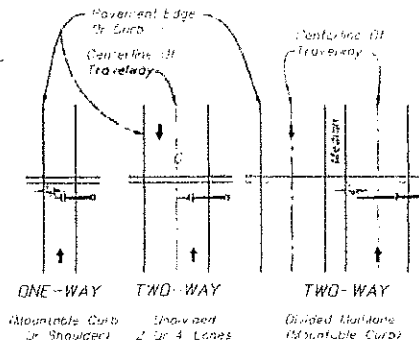
2 cases, CWT (Hyp), event recorder, gen case  
 side light, 2 gate mech, sidewalk/ped gate LED (2 sets)  
 As alternative to traffic signal DNSOT beacon



SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 - LANE DESIGN)

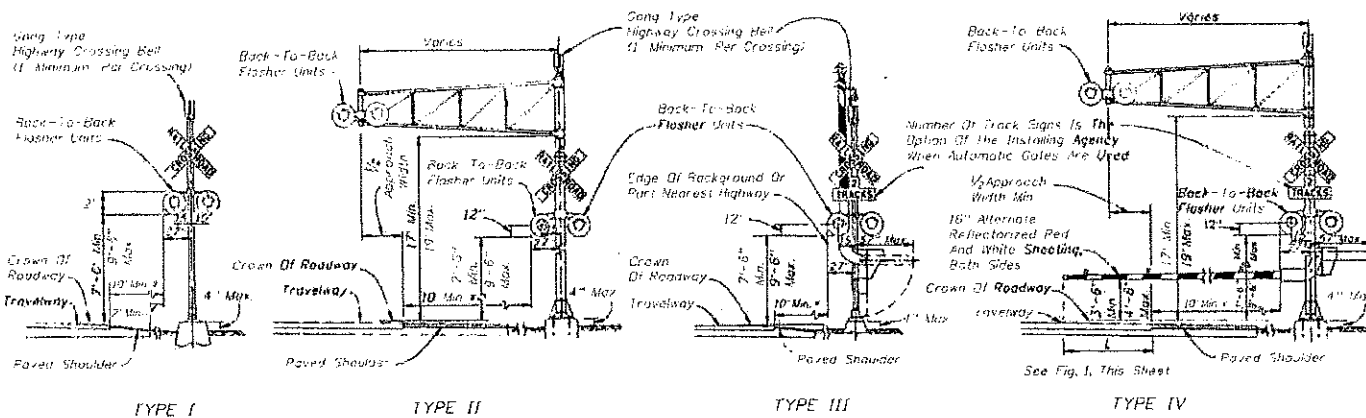


SIGNAL PLACEMENT AT RAILROAD CROSSING  
(4 - LANE DESIGN)



Note  
Arrows denote direction of travel (lane indication)

FIGURE 1  
Gate Length Requirements  
See Note 5, Sheet 3



General Notes

1. No gate rails proposed for roadways however, some form of impact attenuation device may be specified for certain situations.
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

Note:  
Two separate foundations may be required one for signals, and for gates, depending on type of equipment used.

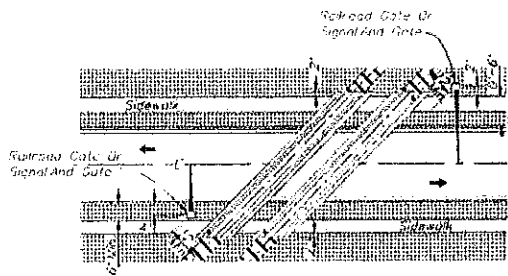
1. When it is deemed appropriate the control device can be located as close as 2' from the edge of a paved roadway but not less than 6' from the edge of the near traffic lane.



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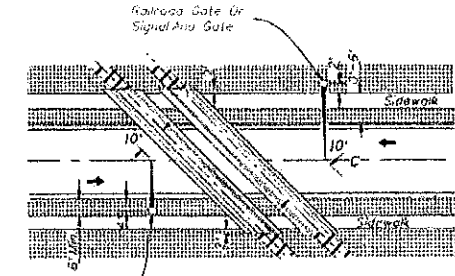
RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES

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ACUTE ANGLE (AND RIGHT ANGLE)

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

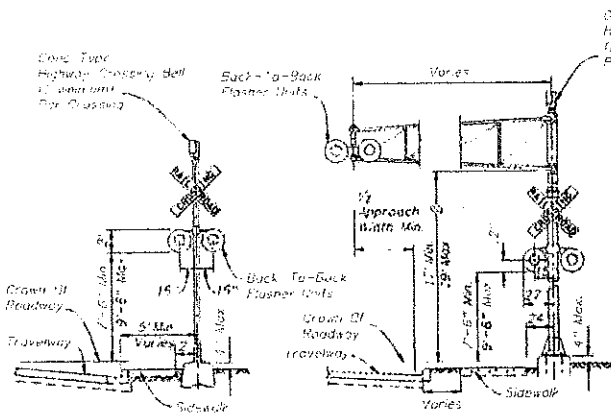


OBTUSE ANGLE

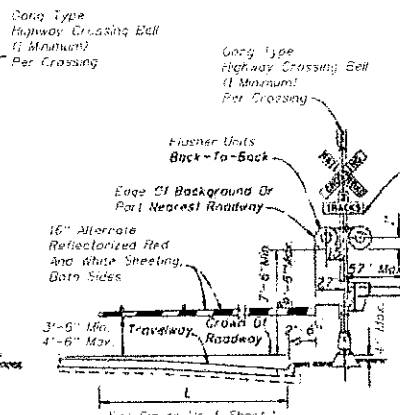
SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)

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 closed meadows, the minimum median width shall be 12'-6".
3. Location of railroad traffic control devices is based on the distance a vehicle between tops of curb & sidewalk 0' to 6' - Locate device outside sidewalk. Over 6' - Locate device between face of curb and sidewalk.
4. Signs are to be perpendicular to sage of roadway, unless it is not practical, then 2" from and parallel to gate when present.



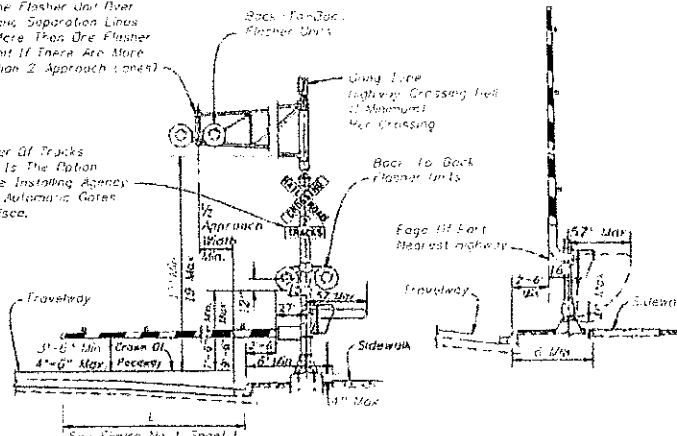
TYPE I



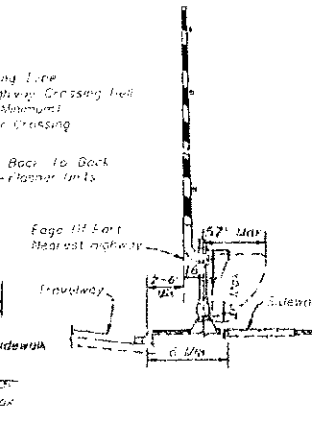
TYPE II

As A Minimum, Position One Flasher Unit Per Lane Separation Lines Where There Are More Than 2 Approach Lanes.

Number Of Tracks Signs Is The Option Of The Installing Agency When Automatic Gates Are Used.



TYPE IV



TYPE V

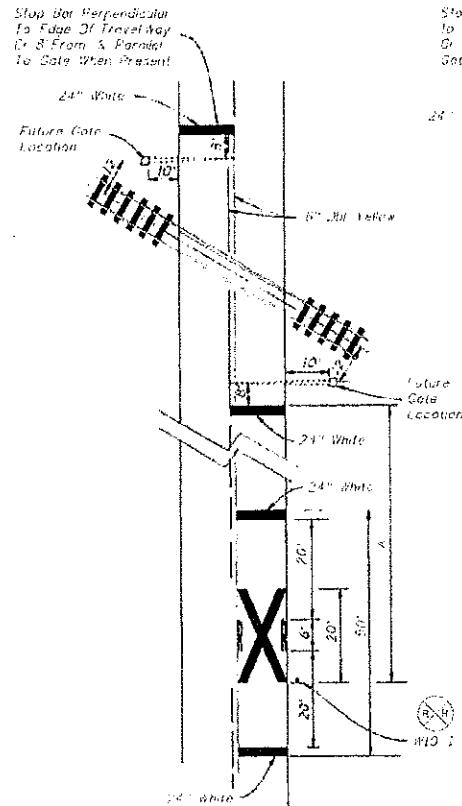


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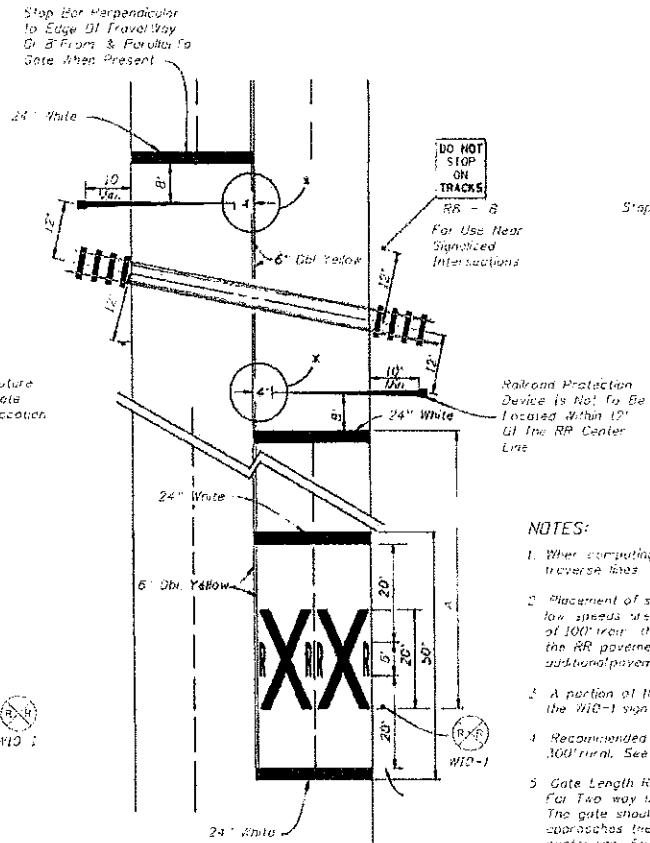
RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES

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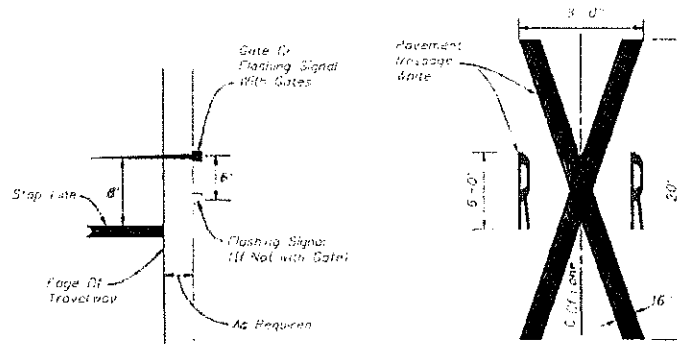
RAILROAD CROSSING AT  
TWO (2)-LANE ROADWAY



RAILROAD CROSSING AT  
MULTILANE ROADWAY



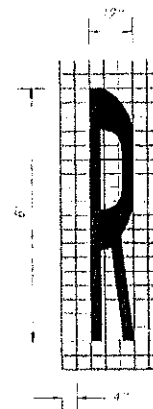
RELATIVE LOCATION OF CROSSING TRAFFIC  
CONTROL DEVICES



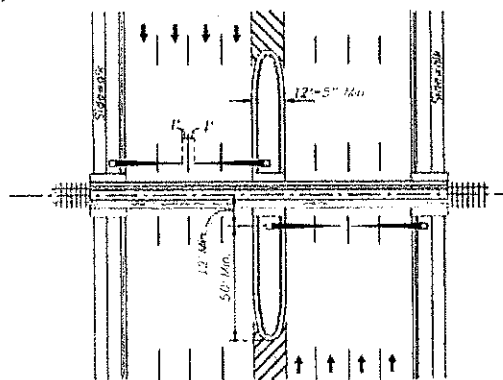
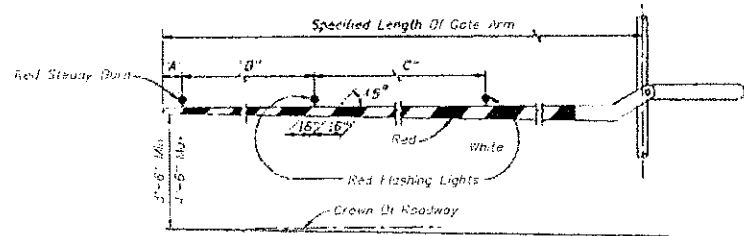
NOTES:

1. When computing pavement message quantities do not include traverse lanes.
2. Placement of sign W10-1 in a residential business district, where low speeds are prevalent, the W10-1 sign may be placed a maximum 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 1P-61-06 or 1P-62-06 signs, 100' urban and 300' rural. See Index 17325 for sign details.
5. Gate Length Requirements:  
For two way undivided sections:  
The gate should extend to within 1' of the center line. In multiple approaches the maximum gate length may not reduce 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 should be of sufficient length such that the distance from the gate tip to the inside edge of pavement is a maximum of 4'.

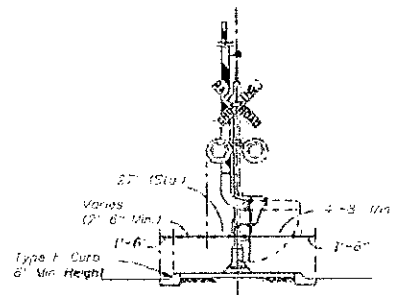
SPEED MPH	"A" IN FT
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 MIN



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	<b>RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES</b>	Index No. <b>17882</b>	



PLAN



MEDIAN SECTION AT SIGNAL GATES

NOTE  
For additional information see the Manual on Uniform Traffic Control Devices, Part 8; 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.	8"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-21 Ft.	28"	4'	5'
24-28 Ft.	35"	5'	5'
29-31 Ft.	36"	6'	5'
32-34 Ft.	38"	7'	7'
35-37 Ft.	38"	9'	9'
38 And Over	38"	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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