



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Operating Expenditures	\$156,348	-0-	-0-	-0-	-0-
Capital 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>	<b>\$156,348</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# 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

Construct Contract		\$ 151,348.00	
Staff Costs	-	Roadway Production	\$ 3,000.00
		Traffic	\$ 2,000.00
		Fiscal Impact	\$ 156,348.00

C. Departmental Fiscal Review: *Alicia Kovalainen*

**III. REVIEW COMMENTS**

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

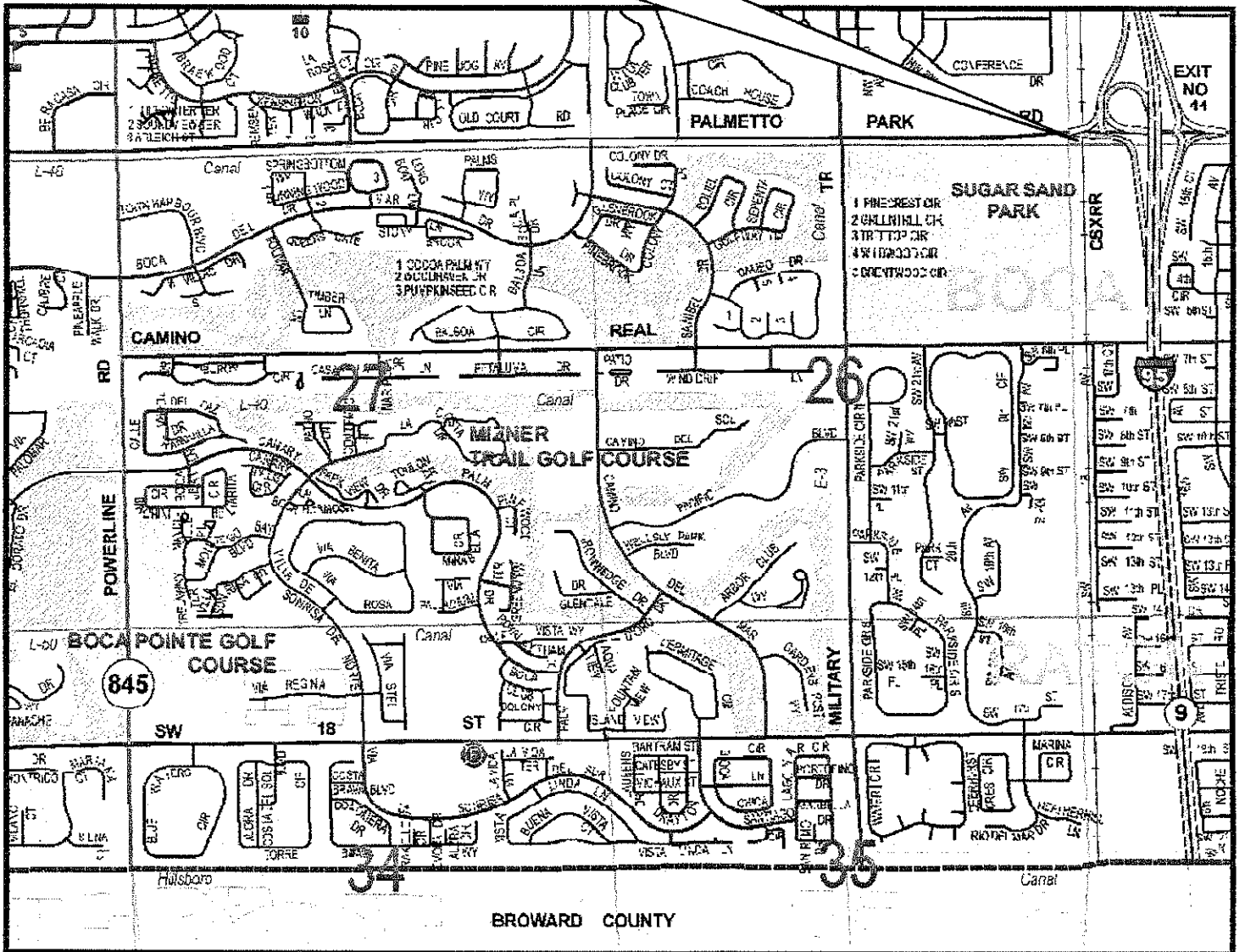
*[Signature]*  
 OFMB                      8/17/12  
*9/10/12*  
*22*

*[Signature]*  
 Contract Dev. and Control                      8/23/12

**B. Approved as to Form and Legal Sufficiency:**  
*[Signature]*  
 Assistant County Attorney

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

**PALMETTO PARK ROAD AT  
THE CSX RAILWAY TRACKS**



**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
RAILROAD REIMBURSEMENT AGREEMENT  
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES  
COUNTY OF PALM BEACH  
SOUTH FLORIDA RAIL CORRIDOR - ONLY**

Financial Project I.D.	Road Name or Number	County Name	Parcel & RW Number	FAP Number
	<b>CR-798 / Palmetto Park Road.</b>	<b>Palm Beach</b>	<b>2 (X &amp; S R)</b>	

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and **CSX TRANSPORTATION, INC.**, a corporation of Virginia, with its place of business in the City of Jacksonville, County of Duval, **STATE OF FLORIDA**, and authorized to do business in the State of Florida, hereinafter called **CSXT**, and the **COUNTY OF PALM BEACH**, a political subdivision of the State of Florida, hereinafter called the **COUNTY**.

WITNESSETH:

WHEREAS, the **COUNTY** is constructing, reconstructing or otherwise changing a portion of the Public Road system, designated as Job No. **CSX OP# FL1558**, on **CR-798 / PALMETTO PARK ROAD**, which crosses at grade the **South Florida Rail Corridor (SFRC)** and **CSXT** Property at Railroad MP: **SX 995.97** FDOT/AAR Crossing Number **628165-L**, at or near **BOCA RATON, FLORIDA**, as shown on Plan Sheet No. **1 of 1**, attached hereto as a part hereof; and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into a Purchase and Sale Agreement for the **SFRC** described herein on May 11, 1988, at which time the **DEPARTMENT** became the owner of said property and **CSXT** retained an Easement for Rail Freight Operations within the **SFRC**, and under which **CSXT** manages and maintains the property on behalf of the **DEPARTMENT** pursuant to the Phase A Operating and Management Agreement, hereinafter called **Phase A Agreement** entered into on May 11, 1988 by **CSXT** and the **DEPARTMENT** and made a part of this Agreement by reference thereto, and

WHEREAS, in the event of termination of the aforesaid **Phase A Agreement** as therein provided, the parties hereto desire that the provisions of the **Phase B Agreement** will thereafter govern **CSXT's** conduct of rail freight and intercity rail passenger operations over the State Property in a manner consistent with the other uses of the State Property. Upon the Commencement Date hereof, **CSXT** shall transfer to the **DEPARTMENT** the administration by **CSXT** (pursuant to Section 4.10 of the **Phase A Agreement**) of all agreements pertaining to the maintenance, repair and operation of existing roadway and highway crossings, crossing protection devices and railway interlocking and interchange facilities on the State Property, and

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

1. The **COUNTY** shall be responsible for the cost to maintain the said Road at grade, and necessary approaches thereof, across the **DEPARTMENT'S** right-of-way, over its tracks and through the Railroad Easement retained by **CSXT** at the hereinabove-referenced location.
2. If the **COUNTY** so requests, **CSXT** shall provide, furnish or have furnished, all necessary material required for, and will construct at **COUNTY'S** expense a Standard Railroad Crossing Type **CONCRETE** in accordance with the **DEPARTMENT'S** Standard Index No. 560 by reference made a part hereof, as well as automatic railroad grade crossing traffic control devices at said location in accordance with (1) the attached detailed statement of the work, plans, and specifications; (2) the **DEPARTMENT'S** Plans and Standard Index Number 17882, and (3) FHPM 1-4-3 and FHPM 6-6-2-1, or Rule 14-46.002. F.A.C. all of which by reference are made a part hereof. The **COUNTY** shall be responsible for the costs of Maintenance of Traffic during the construction period.

Upon completion of the crossing, **CSXT** shall be responsible for the maintenance of said crossing in accordance with the **Phase A Agreement** and the **COUNTY** shall be responsible for the maintenance cost of the highway roadbed and surface outside the railway ties and the crossing surface. However, it is expressly understood and agreed that if said area is not being maintained in accordance with the Department's roadway standards, by the **COUNTY**, than the **DEPARTMENT** or **CSXT** shall provide the **COUNTY** with written notice of such improper maintenance and the **COUNTY** shall have thirty (30) days from the receipt of said notice to properly maintain the area, or the **DEPARTMENT** or **CSXT**, at their option, shall perform such maintenance work and bill the **COUNTY** directly for costs thus incurred that are the responsibility of the **COUNTY**. It is further expressly understood and agreed that if the opinion of the **DEPARTMENT** or **CSXT** an emergency repair becomes necessary, the **COUNTY** shall be promptly notified of such emergency. If the **COUNTY** is unable to perform or cause to be performed the emergency repairs, then the **DEPARTMENT** or **CSXT**, at their option, shall perform such maintenance work and bill the **COUNTY**, directly for costs thus incurred that are the responsibility of the **COUNTY**.

3. The **DEPARTMENT** at its discretion may arrange for the synchronization of the railroad crossing devices with existing or proposed highway traffic control devices at **CR-798 / PALMETTO PARK ROAD**, and attendant installation of **Type IV, Class IV (FLASHING SIGNALS WITH CANTILEVER AND GATES - MULTIPLE TRACKS)**. None of the parties shall disconnect sequence without prior notice to the other. Each party shall maintain it's interconnect cable.

The parties agree that the cost for the operation and maintenance of the grade crossing traffic control devices by **CSXT** shall be borne by the **COUNTY** as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control 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 **CSXT** so long as said **CSXT** or 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. **CSXT** agrees that any future relocation or adjustment of said signals shall be performed by **CSXT** 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 provided above.

4. All work contemplated at this crossing shall at all times be subject to the approval of the **DEPARTMENT** and Chief Engineer or his representative. **CSXT'S** Division Engineer and/or Superintendent shall receive at least seventy-two (72) hours notice prior to the performance of any work within the limits of the railroad right-of-way.
5. Unless otherwise agreed upon herein, the **COUNTY** agrees to ensure that the advance warning signs and railroad crossing pavement marking will conform to the Department of Transportation Manual on Uniform Traffic Control Devices within thirty (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.
6. The **COUNTY** will reimburse **CSXT** for the cost of watchmen or flagging service when the **COUNTY'S** contractor is performing work that requires movement of equipment, employees or trucks across the tracks of the **DEPARTMENT**, or when at times **CSXT** and/or the **DEPARTMENT** agree that such a service is necessary.
7. All contractors working in the **SFRC** are required to have Railroad Protective Public Liability and Railroad Protective Property Damage Liability insurance in a combined amount of \$5,000,000.00, for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed by Federal funds, with respect to bodily injury, death or property damage is limited to a combined amount of \$10,000,000.00 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement.

Contractor will furnish **CSXT** a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of \$5,000,000.00 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of 23 C.F.R., Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

8. The **COUNTY** will bear the cost of relocation of any utility (wire or pipe) due to **COUNTY** requested improvements to the roadway right-of-way, that has compensable interest on the right-of-way occasioned by the construction of said crossing and occupancy of the **DEPARTMENT'S** property, unless the original agreement creating the occupation of such utility requires the Utility to relocate said line.
9. **CSXT** hereby agrees to install and/or adjust the necessary parts of its facilities in accordance with the provisions set forth in the:

**DEPARTMENT** Procedure 725-080-002 Appendix D.4 and Rule 14-46.002 "Responsibility for the Cost of Railroad-Highway Crossing", Florida Administrative Code and/or the Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart 1; and 23 C.F.R. Subchapter G, Part 646, Subpart B. and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. **CSXT** further agrees to do all such

work with its own forces or by a contractor paid under a contract held by **CSXT** under the supervision and approval of the **DEPARTMENT**, and the Federal Highway Administration, when applicable.

10. Attached hereto, and by reference made a part hereof, are plans and specifications of the work to be performed by **CSXT** pursuant to the terms hereof, and an estimate of the cost thereof in the amount of **\$151,348.00**. All work performed by **CSXT** pursuant hereto, shall be performed according to these plans and specifications as approved by the **DEPARTMENT**.
11. All labor, services, materials, and equipment furnished by **CSXT** in carrying out work to be performed, shall be billed by **CSXT** directly to the **COUNTY**. Separate records as to costs of contract bid items and force account items performed for **CSXT** shall be furnished by **CSXT** to the **COUNTY**.
12. **CSXT** has determined that the method to be used in developing future relocation or installation cost shall be actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
13. If the **DEPARTMENT** and **CSXT** concur that an upgrading and/or betterment of the crossing beyond that contemplated in this Agreement is desirable, then any cost associated with such upgrading or betterment shall be paid from the maintenance account provided for in the Phase A Agreement. If the **COUNTY** wishes to upgrade and/or better the crossing, such upgrade or betterment shall be paid for by the **COUNTY**.
14. Upon completion of the crossing improvements, all billing for future maintenance and modifications, which are the responsibility of the **COUNTY**, will be as follows: **CSXT** shall, within one hundred eighty (180) days, furnish the **COUNTY** 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 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 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.

15. 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 where the records and accounts billed can be audited. Adequate reference shall be made in the billing to **CSXT'S** records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a

representative of the **COUNTY**. Upon receipt of invoices, prepared in accordance with the provisions of the above-indicated Reimbursement Policy, the **COUNTY** agrees to reimburse **CSXT** in the amount of such actual costs approved by the **COUNTY** auditor.

Payment shall be made only after receipt and approval of goods and services unless the State Comptroller under Section 215.422 (14), Florida Statutes, authorizes advance payments.

16. 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.
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 twenty (20) working days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received, or the date the goods or services are received, inspected, and approved.

If a payment is not available within forty (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 Banking and Finance. The duties of the 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 for future projects shall be maintained and made available upon request to the **COUNTY** and the **DEPARTMENT** at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the **COUNTY** and 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'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 subcontractor considered necessary by the **COUNTY** and 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 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 expenditures 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 the 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 287.134 (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 section is contingent upon an annual appropriation by the Florida Legislature.

23. The **DEPARTMENT** reserves the right to unilaterally cancel this Agreement for refusal by the contractor or **CSXT** to allow public access to all documents, papers, letters, or

other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

24. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby to the **COUNTY** shall thereupon cease and terminate and the **COUNTY** will, at its sole cost and in a manner satisfactory to the **DEPARTMENT** remove said crossing and restore the **DEPARTMENT'S** property to the condition previously found, provided that the **DEPARTMENT** may, at its option, remove the said crossing and restore its property, and the **COUNTY** will, in such event, upon bill rendered, pay to the **DEPARTMENT** the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.
25. ~~CSXT covenants and agrees that it will indemnify and hold harmless the **COUNTY** and the **DEPARTMENT** and all of the **COUNTY'S** and the **DEPARTMENT'S** officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any action, neglect, omission, or delay by **CSXT** 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 **CSXT** nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from sole negligence of the **COUNTY** or the **DEPARTMENT**, or any of its officers, agents, or employees.~~
26. **CSXT** shall:
- a. Utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by **CSXT** during the term of the contract; and
  - b. 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.
27. Any notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage-prepaid envelope, and addressed as follows:

If to the Department: Florida Department of Transportation  
3300 West Commercial Boulevard  
Ft. Lauderdale, Florida 33309  
Att: Rail Coordinator  
(954) 777-4401

If to the Company: CSX Transportation, Inc.  
500 Water Street J-301  
Jacksonville, FL 32202  
Att: Karen Murphy P. E.  
(904) 359-1048

If to the COUNTY: Board of Palm Beach County Commissioners  
Palm Beach County Engineering Services  
2300 N. Jog Road  
West Palm Beach, Florida 33411-2745  
Att: Charlie Rich – Technical Assistant III  
(561) 684-4053

28. Upon execution this maintenance agreement shall supersede all provisions, relating to said crossing, contained in any previous maintenance agreement and shall become the permanent maintenance agreement of record.
29. Provision twenty-five (25) was deleted by all parties prior to the agreement execution.

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

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

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

Legal Review

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

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

Approved to Funds Available

By: \_\_\_\_\_  
Comptroller - FDOT Date

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

CSX TRANSPORTATION INC.  
By: Dale W. Ophardt

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

Title: Dale W. Ophardt  
Assistant Vice President Engineering

APPROVED AS TERMS  
AND CONDITIONS

1/15 Omelio G. Fernandez  
ENGINEER



**WORK DESCRIPTION  
GRADE CROSSING  
NEW OR RECONSTRUCTION**

725-090-07  
RAIL  
1099

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
N/A	CR798/Palmetto Pk Rd.	PALM BEACH	2 (X & S R)	

RAILROAD COMPANY

CSX Transportation

- A. JOB DESCRIPTION & LOCATION: X-ing reconstruction of #1 main track only (west track)
- B. TYPE OF ROADWAY FACILITY: 7 Thru Lanes 3 other - Urban Collector
- C. FDOT/AAR XING NO.: 628165-L RR MILE POST TIE: SX 995.97
- D. TYPE CROSSING PROPOSED: Type C - Modified DOT INDEX: 560
- E. STATUS AND PROPOSAL:
1. EXISTING CROSSING (See Agreement dated 11/14/1991)
    - a.  To be improved as permanent public road crossing.
    - b.  To be (used-improved) for temporary (haul-detour) operation, Pit. No. \_\_\_\_\_
    - c.  To be relocated (See above for new location) Existing crossing will:
      - (1)  remain in place for local use.
      - (2)  be abandoned and removed by (State-Railroad) forces.
    - d.  To be eliminated - Remarks \_\_\_\_\_
  2. NEW CROSSING
    - a.  To be constructed as permanent public road crossing.
    - b.  To be constructed for temporary (haul-detour) operation, Pit No. \_\_\_\_\_
    - c.  Relocated from elsewhere (See 1.c. above, Re: Existing Crossing).
    - d.  Requires Public Hearing (State Statute 335.141 & 120.57)
- F. VERTICAL ALIGNMENT:
1.  Meeting elevation of existing rails.
  2.  Track adjustments necessary. Rails to be (raised-lowered) 0 feet.
- G. CROSSING PROTECTION: (Signal Sheet attached:  Yes  No.)
- H. DRAINAGE ITEMS: (Drainage Sheet attached:  Yes  No.)
- I. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1.  By Others (COUNTY or Contractor \_\_\_\_\_ Company.)
  2.  N/A By Railroad Company.
- J. AUTHORITY REQUESTED: (Draft attached:  Yes  No.)
1.  Agreement (Third Party Participating 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).
- K. OTHER REMARKS: Negotiations to be completed by  
Reconstruct #1 main track only (west track), #2 main track in good condition.

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

725-090-41  
 RAIL  
 OGC - 03/12

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
N/A	SW 10th Street	PALM BEACH	1 (X & S R)	

COMPANY NAME: CSX Transportation, INC / South Florida Rail Corridor

A. FDOT/AAR XING NO.: 628165-L RR MILE POST TIE: SX 995.97

B. TYPE SIGNALS PROPOSED IV CLASS IV 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	\$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
V	3 or 4 Quadrant Flashing Signals and Gates - One Track	\$6,726.00
VI	3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks	\$8,442.00

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.

**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - FL1558

<b>ESTIMATE SUBJECT TO REVISION AFTER:</b>	8/7/2012	<b>DOT NO.:</b> 628165L
<b>CITY:</b> Boca Raton	<b>COUNTY:</b> Palm Beach	<b>STATE:</b> FL
<b>DESCRIPTION:</b> Plametto Park Road; Repairs to Grade Crossing Surface. Raise West Track through grade crossing to match existing elevation of east track.		
<b>DIVISION:</b> Jacksonville	<b>SUB-DIV:</b> Miami	<b>MILE POST:</b> SX-995.95
<b>AGENCY PROJECT NUMBER:</b>	Palm Beach County 2007950	

<b>PRELIMINARY ENGINEERING:</b>		Days @	\$ 270.00	\$ -
200 Labor (Non Contract)				\$ -
200 Additive	31.34%			\$ -
230 Expenses				\$ -
212 Contracted & Administrative Engineering Services				\$ -
<b>Subtotal</b>				\$ -

<b>CONSTRUCTION ENGINEERING/INSPECTION:</b>		Days @	\$ 270.00	\$ -
200 Labor (Non Contract)				\$ -
200 Additive	31.34%			\$ -
230 Expenses				\$ 12,673
212 Contracted & Administrative Engineering Services				\$ 12,673
<b>Subtotal</b>				\$ 12,673

<b>FLAGGING SERVICE: (Contract Labor)</b>					
070 Labor (Conductor-Flagman)		4	Days @	\$ 350.00	\$ -
050 Labor (Foreman/Inspector)		4	Days @	\$ 336.00	\$ 1,344
070 Additive	71.09%				\$ 1,290
050 Additive	95.98%				\$ 300
230 Per Diem		4	Days @	\$ 75.00	\$ 300
230 Expenses		4	Days @	\$ 45.00	\$ 180
<b>Subtotal</b>					\$ 3,114

**SIGNAL & COMMUNICATIONS WORK:** (Details Attached) \$ 6,000

**TRACK WORK:** (Details Attached) \$ 113,030

<b>ACCOUNTING &amp; BILLING:</b>					
040 Labor		8.5	Days @	\$ 200.00	\$ 1,700
040 Additive	63.03%				\$ 1,072
<b>Subtotal</b>					\$ 2,772

<b>PROJECT SUBTOTAL</b>				\$ 137,589
900 <b>CONTINGENCIES:</b>	10.00%			\$ 13,759

**GRAND TOTAL \*\*\*\*\*** \$ 151,348

<b>DIVISION OF COST:</b>					
Agency	100.00%				\$ 151,348
Railroad					\$ -
<b>TOTAL *****</b>					\$ 151,348

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**  
 This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects—Jacksonville, Florida  
 Estimated prepared by: D. Kraft HDR Engineering 904 598 8988  
 DATE: 2/16/2012 REVISED: 2/9/2012  
 Form Revised 05-05-2011-LLS

Approved by: KE Murphy CSXT Public Project Group  
 DATE: 4/18/2012

CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FL1558

Pub EB - FL EB3 (FL)

<u>TRACK: LABOR</u>					
50	Remove Existing Conc Surface Panels (West Track Only)	80	MAN-HRS	\$ 36.00	\$ 2,880
50	Replace Conc Ties	40	MAN-HRS	\$ 36.00	\$ 1,440
50	Install Abrasion pads	16	MAN-HRS	\$ 36.00	\$ 576
50	Install OTM	32	MAN-HRS	\$ 36.00	\$ 1,152
50	Install Ballast	32	MAN-HRS	\$ 36.00	\$ 1,152
50	Line and Surface	90	MAN-HRS	\$ 36.00	\$ 3,240
50	Install Crossing Panels	192	MAN-HRS	\$ 36.00	\$ 6,912
50	Install End Caps	20	MAN-HRS	\$ 36.00	\$ 720
50	Clean-Up	16	MAN-HRS	\$ 36.00	\$ 576
50	Additive 95.98%				\$ 17,898
230	Per Diem	52	MAN-DAY	\$ 90.00	\$ 4,680
	<b>Subtotal</b>				<b>\$ 41,226</b>
<u>TRACK: MATERIAL</u>					
220	Crossties, Rocla 10' Concrete, incld Pandrol e-clips pads & insulators	30	EA	\$ 150.00	\$ 4,500
220	Misc. OTM	1	LOT	\$ -	\$ -
220	Ballast - Trucked in	240	NT	\$ 45.00	\$ 10,800
220	End Restraints	2	SETS	\$ 1,200.00	\$ 2,400
	(1 set includes 8 tie saddles, 8 end restraints, 4 RH deflectors 4LH deflectors)			\$ -	\$ -
210	OMNI Concrete Panels, 10-0965-00, for 136#	10	SETS	\$ 2,250.00	\$ 22,500
210	Spacer (Abrasion) Pads (for entire west track crossing surface)	90	SETS	\$ 28.00	\$ 2,520
210	Freight	2	LS	\$ 3,000.00	\$ 6,000
210	Sales Tax on Material 0.00%				\$ 2,436
210	Material Handling 5.00%				\$ 51,156
	<b>Subtotal</b>				<b>\$ 51,156</b>
<u>CONTRACT:</u>					
215	Asphalt Paving (In Place) BY COUNTY	0	NT		\$ -
215	Saw Cut Pavement BY COUNTY	0	NT		\$ -
241	Disposal of Waste Materials, Track	1	LS	\$ 2,000.00	\$ 2,000
215	Maintenance of Traffic BY COUNTY	0	DAY		\$ -
	<b>Subtotal</b>				<b>\$ 2,000</b>
241	<u>EQUIPMENT RENTAL:</u>				\$ 18,648
	<b>Subtotal</b>				<b>\$ 18,648</b>
50	<u>WORK TRAIN:</u>	0	DAY	\$ 2,100.00	\$ -
	<b>Subtotal</b>				<b>\$ -</b>
<u>SALVAGE:</u>					
228	Rail	0	NT	\$ 65.00	\$ -
228	OTM	0	NT	\$ 75.00	\$ -
	<b>Subtotal</b>				<b>\$ -</b>



**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - FL1558

Pub EB - FL EB3 (FL)

<b>SIGNAL WORK:</b>								
210	Material - Field & Consumables							\$ -
210	Material - Sales Tax							\$ -
220	Material - Shop							\$ -
60	Construction Labor							\$ -
65	Shop Labor							\$ -
230	Per Diem							\$ -
200	RR Engineering, Preliminary							\$ -
200	RR Engineering, Construction							\$ -
60	Additives to Construction Labor							\$ -
65	Additives to Shop Labor							\$ -
200	Additives to Engineering							\$ -
241	Equipment Expense							\$ -
241	Waste Management							\$ -
212	Contract Engineering							\$ -
211	Freight							\$ -
216	AC Power Service							\$ -
228	Salvage							\$ 6,000
900	Other							\$ 6,000
	<b>Subtotal</b>							\$ 6,000
<b>ACCOUNTING &amp; BILLING:</b>								
40	Labor		8.5	Days @	\$	200.00		\$ 1,700
40	Additive	63.03%						\$ 1,072
	<b>Subtotal</b>							\$ 2,772
								\$ 137,589
	<b>PROJECT SUBTOTAL:</b>							\$ 13,759
900	<b>CONTINGENCIES:</b>	10.00%						\$ 13,759
	<b>GRAND TOTAL</b>							\$ 151,348
<b>DIVISION OF COST:</b>								
	Agency	100.00%						\$ 151,348
	Railroad	0.00%						\$ -
	<b>TOTAL</b>							\$ 151,348

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**  
 This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida  
 Estimated prepared by: D. Kraft HDR Engineering 904 598 8908  
 DATE: 2/16/2012 REVISED: 2/9/2012

Approved by: **KE Murphy**  
 DATE: **4/18/2012**

CSXT Public Project Group

ACCT. CODE : 709 - FL1558

Pub EB -

FL

EB3 (FL)

ESTIMATE SUBJECT TO REVISION AFTER:

8/7/12

DOT NO.: 628165L

CITY: Boca Raton

COUNTY: Palm Beach

STATE: FL

DESCRIPTION: Plametto Park Road; Repairs to Grade Crossing Surface. Raise West Track through grade crossing to ma

DIVISION: Jacksonville

SUB-DIV: Miami

MILEPOST: SX-995.95

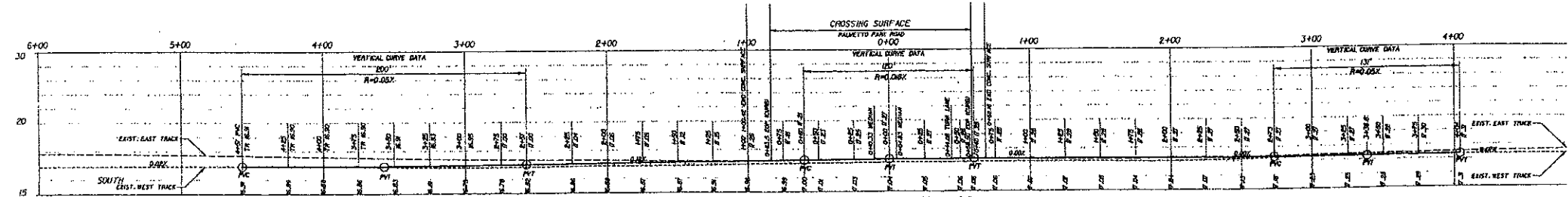
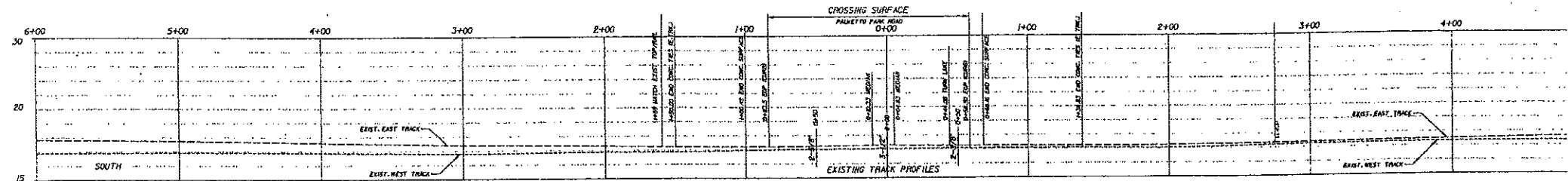
DRAWING NO.: HDR 628165L

DRAWING DATE: Rev 10/28

AGENCY PROJECT NUMBER: Palr

Amount		
Task	Task Desc	Total
40	Labor General Office	\$2,772
50	Labor Roadway	\$39,180
60	Labor Signal	
65	Labor Signal1	
70	Labor Transportation	
200	Labor NonContract	
210	Invoice Material	\$33,456
	Material - Field & Consu	
211	Invoice Freight	
212	Invoice Contract Eng	\$12,673
215	Invoice Misc	
216	Invoice Utilities	
220	Material New	\$17,700
	Material - Shop	
228	Scrap Credit	
230	ExpenseRpts	\$5,160
241	Invoice Rental	\$20,648
900	Other	\$6,000
900	Contingencies	\$13,759
	Material New	
Grand Total		\$151,348

Oracle Input



- NOTES:**
1. THESE PLANS ARE NOT BASED ON A CERTIFIED SURVEY. FIELD DATA HAS BEEN COLLECTED TO AID IN THE DESIGN OF THE TRACK PROFILE ONLY. ALL EXISTING DATA SHOWN ON THESE PLANS SHALL BE VERIFIED BY A PROFESSIONAL LAND SURVEYOR.
  2. ALL NEW ASPHALT FINISH LIMITS AND CURBS ARE TO BE FINISHED BY PALM BEACH COUNTY.
  3. ALL NEW ASPHALT FINISH ENDWALLS AND CURBS ARE TO BE FINISHED BY PALM BEACH COUNTY.
  4. THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

NOTE: BENCH MARK IS PK NAIL 5' N. OF S. EDGE OF PAVED ED LANES, AND 30' E. OF ALUMINUM LIGHT POST APPROX. 105' W. OF CENTERLINE OF WEST TRACK.  
 EL. 15.961 HVD29

PROPOSED WEST TRACK TOP OF RAIL PROFILE  
 NOTE: BENCH WEST TRACK TO MATCH EAST TRACK ELEVATION THROUGH CROSSING LIMITS.  
 EAST TRACK TO REMAIN IN PLACE.



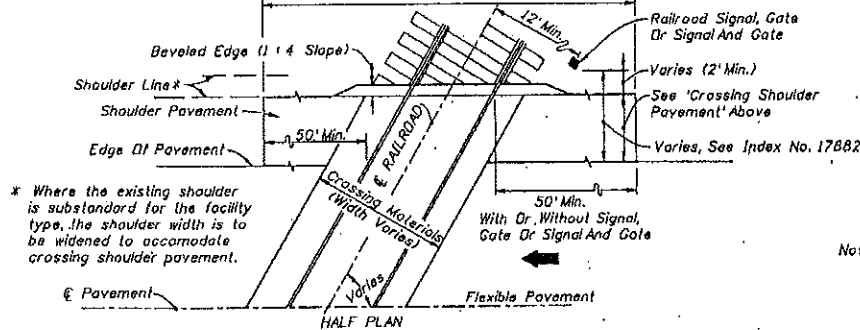
DESIGNED BY	DW
CHECKED BY	MS
APPROVED BY	RT

**HDR**  
 HENDERSON ENGINEERING  
 200 S. ARROYO BL., STE. 200  
 JACKSONVILLE, FL 32202  
 CERTIFICATE OF AUTHORIZATION NO. 002  
 BOARD OF PROFESSIONAL ENGINEERS  
 STATE OF FLORIDA  
 IN EXERCISE OF DUTY

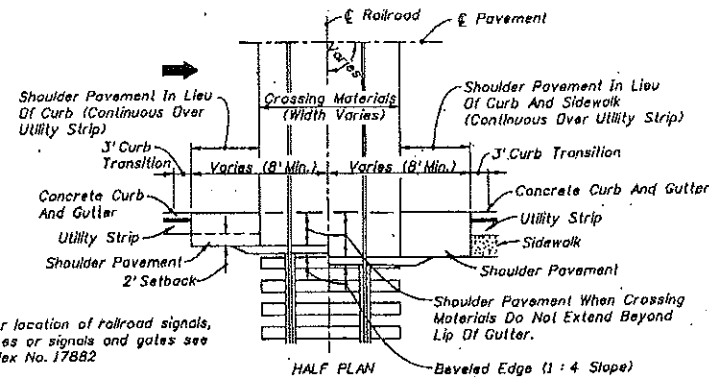
**CSX** ENGINEERING DEPARTMENT  
 JACKSONVILLE, FLORIDA

SCALE: HORIZ 1" = 40'  
 VERT 1" = 4'

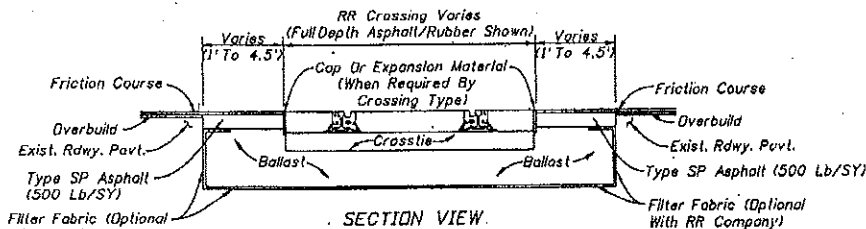
Crossing Shoulder Pavement (Except Area Occupied By Crossing Surfacing Material):  
 (a) To Shoulder Line For Outside Shoulders Less Than 8' Wide.  
 (b) To 8' Maximum Width For Outside Shoulders 8' Or Wider  
 (Regardless Of Approach Shoulder Pavement Width).  
 (c) 4' For Median Shoulders.



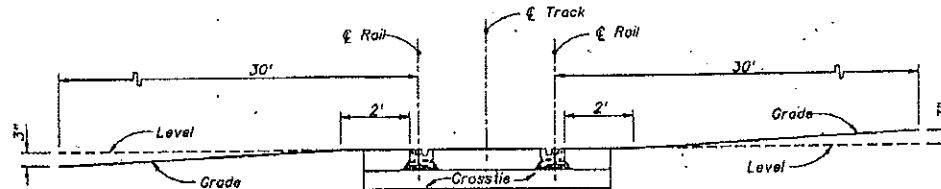
ROADWAYS WITH FLUSH SHOULDERS



CURBED ROADWAYS



TYPICAL CROSSING MATERIAL REPLACEMENT AT RR CROSSINGS



To prevent low-clearance vehicles from becoming caught on the tracks, the crossing surface should be at the same plane as the top of the rails for a distance of 2 feet outside the rails. The surface of the highway should also not be more than 3 inches higher or lower than the top of the nearest rail at a point 30 feet from the rail unless track superelevation makes a different level appropriate. Vertical curves should be used to traverse from the highway grade to a level plane at the elevation of the rails. Rails that are superelevated, or a roadway approach section that is not level, will necessitate a site specific analysis for rail clearances.

VERTICAL ROADWAY ALIGNMENT THROUGH A RAILROAD CROSSING

CROSSING SURFACES	
Type	Definition
C	Concrete
R	Rubber
RA	Rubber/Asphalt

STOP ZONE FOR RUBBER CROSSING	
Design Speed (mph)	Zone Length (Distance From Stop)
45 Or Less	250'
50 - 55	350'
60 - 65	500'
70	600'

Notes:

- Type R Crossings are NOT to be used for multiple track crossings within zones for an existing or scheduled future vehicular stop. Zone lengths are charted above.
- Single track Type R Crossings within the zones on the chart may be used unless engineering or safety considerations dictate otherwise.

General Notes

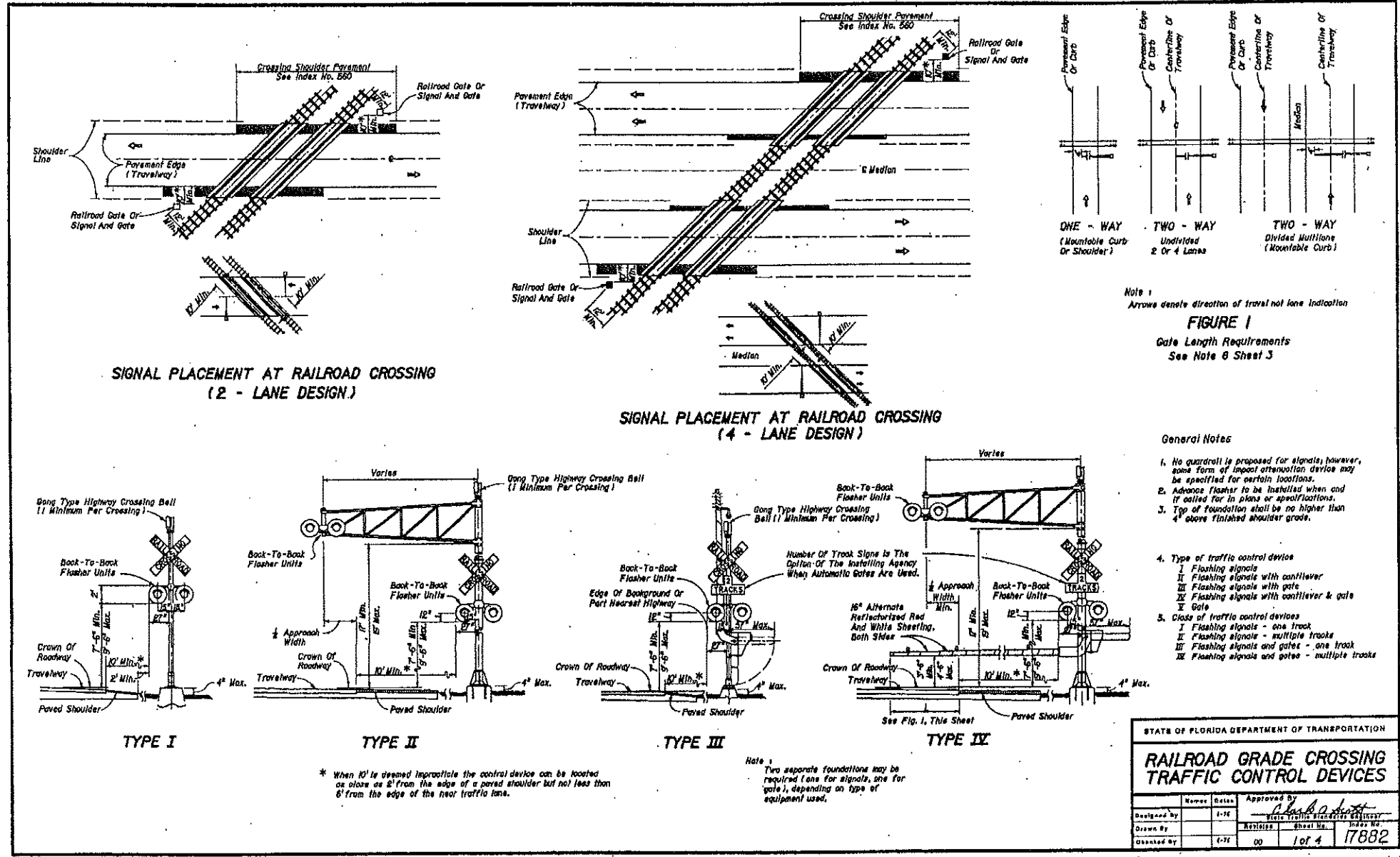
- The Railroad Company will furnish and install track bed (ballast), cross-ties, rails, crossing surface panels and accessory components. All pavement material, including that through the crossing, will be furnished and installed by the Department or its Contractor, unless negotiated otherwise.
- When a railroad grade crossing is located within the limits of a highway construction project, a transition pavement will be maintained at the approaches of the crossing to reduce vehicular impacts to the crossing. The transition pavement will be maintained as appropriate to protect the crossing from low clearance vehicles and vehicular impacts until the construction project is completed and the final highway surface is constructed.
- The Central Rail Office will maintain a list of currently used Railroad Crossing Products and will periodically distribute the current list to the District Offices as the list is updated.
- The Railroad Company shall submit engineering drawings for the proposed crossing surface type to the Construction Project Engineer and/or the District Rail Office for concurrence along with the List of Railroad Crossing Products. The approved engineering drawings of the crossing surface type shall be made a part of the installation agreement.
- Sidewalks shall be constructed through the crossing between approach sidewalks of the crossing. Sidewalks shall be constructed with appropriate material to allow unobstructed travel through the crossing in accordance with ADA requirements.
- All asphalt shall be installed in accordance with Index No. 514 and Section 300 of the Standard Specifications.



2016 FDOT Design Standards

RAILROAD CROSSINGS

Last Revision 04	Sheet No. 1 of 1
Index No. 560	



**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 - LANE DESIGN.)**

**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(4 - LANE DESIGN)**

Note 1  
Arrows denote direction of travel not lane indication

**FIGURE 1  
Gate Length Requirements  
See Note 8 Sheet 3**

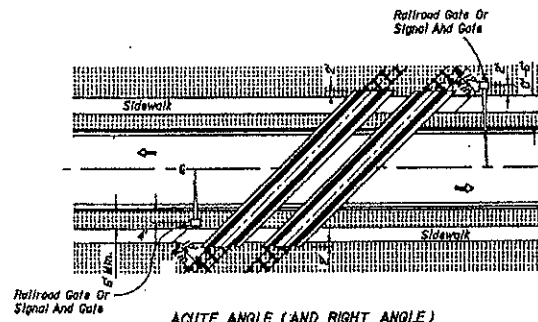
**General Notes**

1. No guardrail is 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 special locations.
3. Type 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

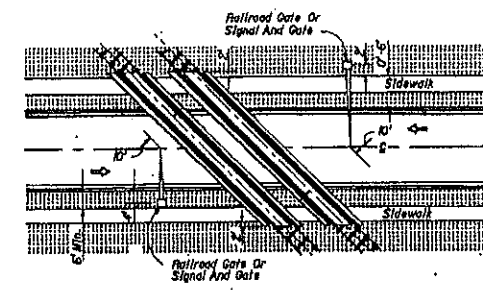
\* When 10' is deemed impractical the control device can be located as close as 8' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.

Note 1  
Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION					
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES					
Designed By	Name	Date	Approved By	Index No.	
Drawn By		1-76	<i>[Signature]</i>		
Checked By					
				1 of 4	17882

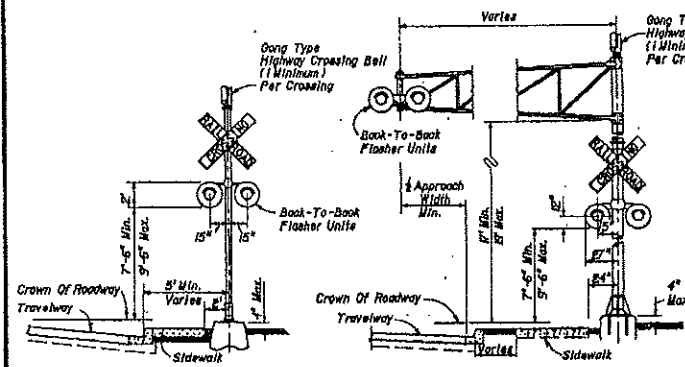


ACUTE ANGLE (AND RIGHT ANGLE)  
**SIGNAL PLACEMENT AT RAILROAD CROSSING  
 (2 LANES, CURB & GUTTER)**

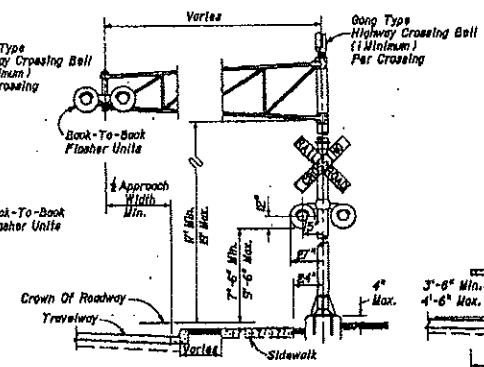


OBTUSE ANGLE  
**SIGNAL PLACEMENT AT RAILROAD CROSSING  
 (2 LANES, CURB & GUTTER)**

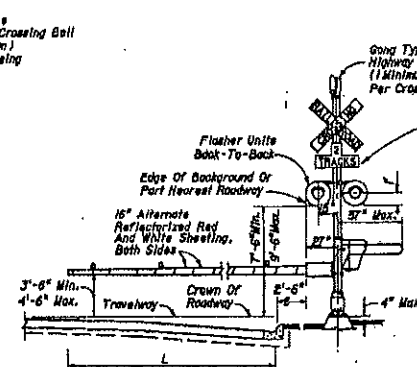
- GENERAL NOTES**
1. The location of flashing signals and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
  2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 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.



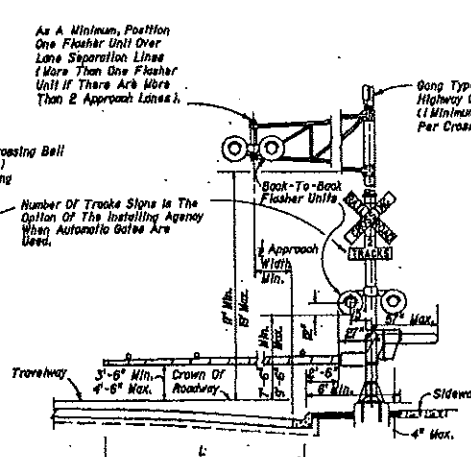
**TYPE I**



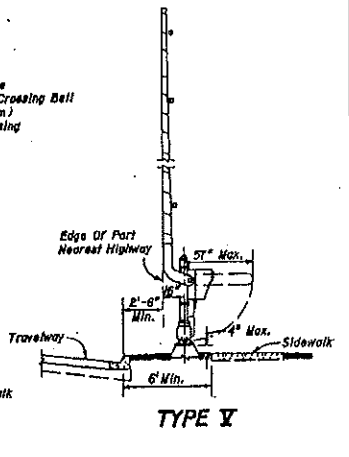
**TYPE II**



**TYPE III**



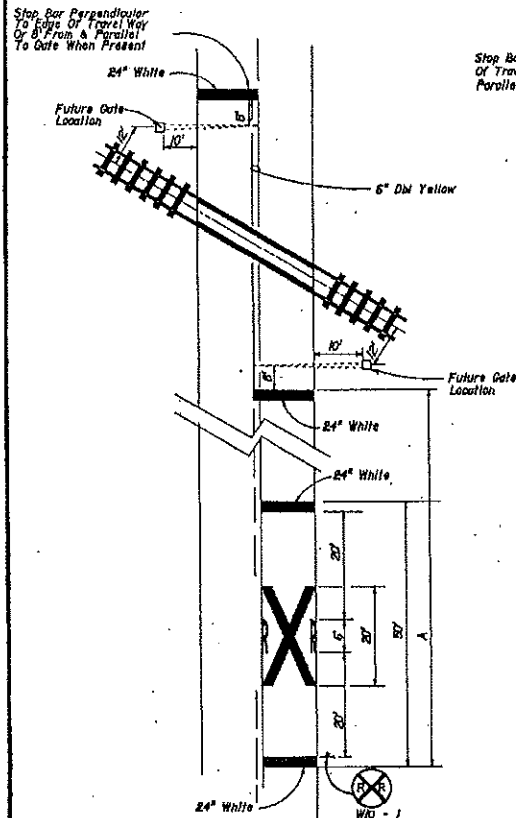
**TYPE IV**



**TYPE V**

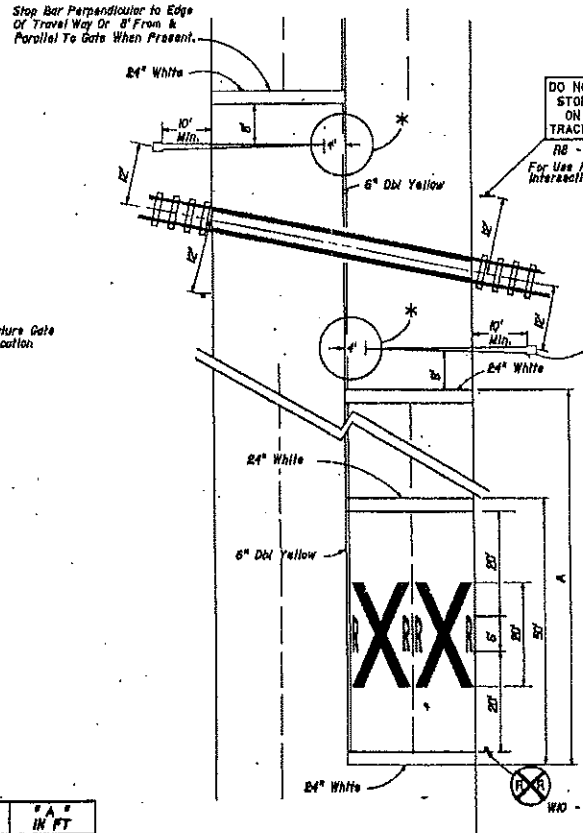
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION					
<b>RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES</b>					
Designed By	4-76	Revised	Sheet No.	17882	Issue No.
Drawn By		Revision	2 of 4		
Created by	1-12	00			

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

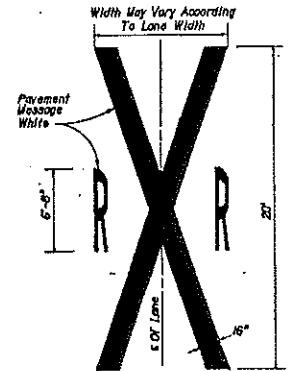
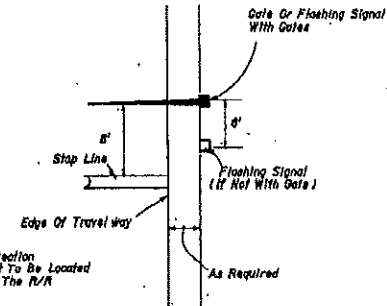


SPEED MPH	"A" IN FT
60	500
55	460
50	378
45	300
40	225
35	150
30	100
URBAN	80 MIN.

**RAILROAD CROSSING AT  
MULTI-LANE ROADWAY**

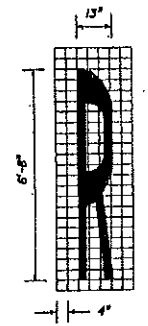


**RELATIVE LOCATION OF CROSSING TRAFFIC  
CONTROL DEVICES**



**NOTES:**

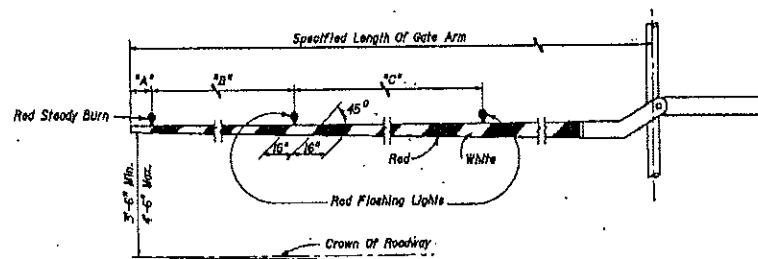
- When computing pavement message, quantities do not include transverse lines.
- Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100' from the crossing. Where street intersections occur between the R/R pavement message and the tracks an additional W10-1 sign and additional pavement message should be used.
- A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
- Recommended location for FTP-81-04 or FTP-62-04 signs, 100' urban and 300' rural. See index 17385 for sign details.
- Gate Length Requirements  
For two-way undivided sections:  
The gate should extend to within 1' of the center line. On multilane 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'.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

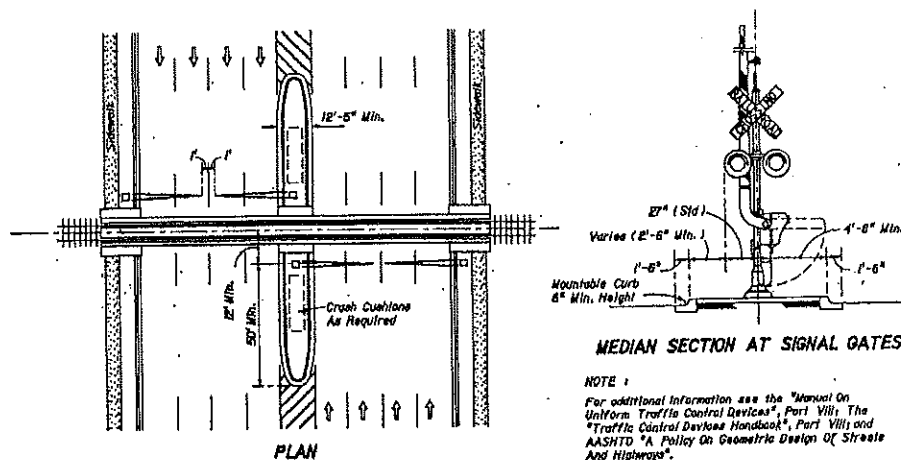
**RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES**

Designed By	Checked By	Approved By	Index No.
		<i>[Signature]</i>	17882
Drawn By	Revision	Sheet No.	
		01	3 of 4



**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"	4'	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"	8'	8'
38 And Over	36"	10'	10'



**MEDIAN SECTION AT SIGNAL GATES**

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

**MEDIAN SIGNAL GATES FOR  
MULTI LANE UNDIVIDED URBAN SECTIONS**  
(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 mph OR LESS)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				
<b>RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES</b>				
Designed By	Name	Date	Approved By	
Drawn By	16-23		<i>Alba...</i>	
Checked By			Position	Sheet No.
			00	4 of 4 17882