

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 15, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Workshop
Department: Engineering & Public Works		
Submitted By: Engineering & Public Works		
Submitted For: Roadway Production Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a resolution authorizing execution of a tri-party railroad reimbursement agreement with the Florida Department of Transportation (FDOT) and CSX Transportation, Inc. (CSX) for the installation and maintenance of upgraded railroad grade crossing traffic control devices at the CSX crossing on Innovation Drive, DOT/AAR Crossing Number 628092D, whereby Palm Beach County (County) will be required to pay 50 percent (\$1,800) of the annual signal maintenance fee of \$3,600 for this Class III crossing.

SUMMARY: CSX will install and maintain the upgraded traffic control devices; FDOT, as a part of their annual railroad crossing signal safety improvement program, will reimburse CSX for all installation costs. This agreement requires the County to pay 50 percent of the annual signal maintenance fee. The other 50 percent of the annual signal maintenance fee will be absorbed by CSX as owner of the railroad tracks. District 1 LBH

Background and Justification: The County has an agreement with CSX for this crossing, which allows Innovation Drive to cross through CSX property and over their railroad tracks. This agreement requires the County to pay 50 percent of the annual signal maintenance fee. The other 50 percent of the annual signal maintenance fee will be absorbed by CSX as owner of the railroad tracks. The Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices regulates annual signal maintenance fees by crossing class. Signal maintenance fees are set by state statute and are reviewed and modified every 5 years. Innovation Drive is a Class III crossing because there is only one set of tracks and it is protected by flashing lights on incoming lanes only.

Attachments:

1. Location Map
2. Resolution (4)
3. Tri-Party Agreement with FDOT and CSX (4)


 Recommended By: _____
 Department Director

Date


 Approved By: _____
 Assistant County Administrator

8/7/17

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	\$1,800	\$1,800	\$1,800	\$1,800
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	\$1,800	\$1,800	\$1,800	\$1,800
# 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

Annual signal maintenance fees are included in the FY 2017 budget. Subsequent year amounts are subject to BOCC approval of future budgets. **The \$1,800 per year shown above is for the additional signal maintenance of grade crossing traffic control devices at the CSX crossing on Innovation Drive.

C. Departmental Fiscal Review:

_____ *Alicia Kovalainen*

III. REVIEW COMMENTS

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

Lisa Pone 2/21/12

OFMB ST 7/19

Ann J. Jant 8/3/17

Contract Dev. and Control
8/3/17

B. Approved as to Form and Legal Sufficiency:

M. Helman

Assistant County Attorney
8/4/17

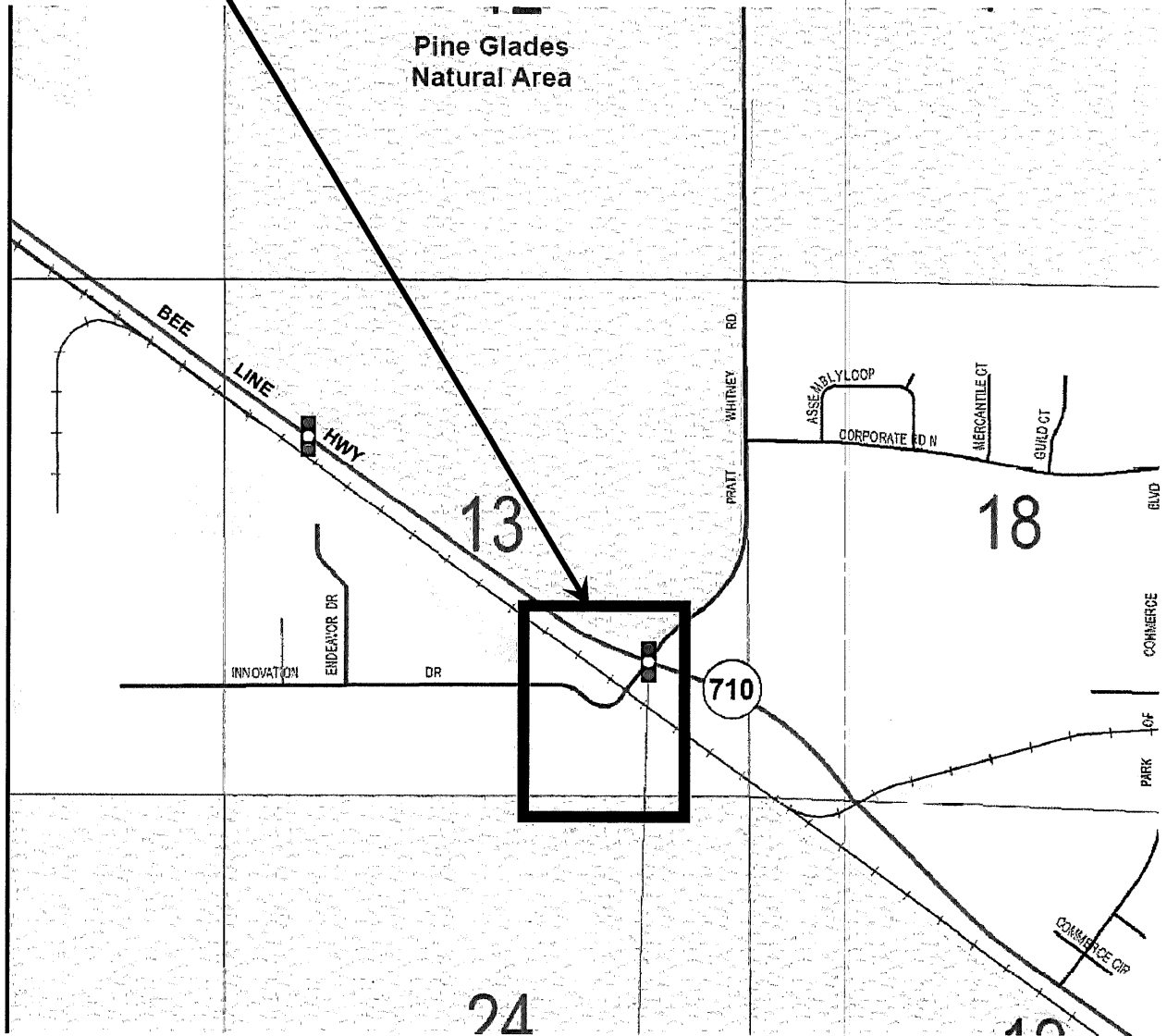
C. Other Department Review:

Department Director

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

INNOVATION DRIVE RAILROAD CROSSING

DOT/AAR CROSSING NUMBER 628092D



LOCATION SKETCH

RESOLUTION NO. R-2017 _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA AUTHORIZING EXECUTION OF A TRI-PARTY RAILROAD REIMBURSEMENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND CSX TRANSPORTATION, INC. FOR THE INSTALLATION OF UPGRADED RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES AT THE CSX CROSSING ON INNOVATION DRIVE

WHEREAS, the Florida Department of Transportation (FDOT) and CSX Transportation, Inc. (CSX) are installing upgraded Class III railroad grade crossing traffic control devices at the CSX railroad crossing on Innovation Drive DOT/AAR Crossing Number 628092D; and

WHEREAS, FDOT will fund the safety improvements project designated as Financial Project Number 440828-1-57-01 of Innovation Drive at CSX railroad crossing in Palm Beach County, Florida and

WHEREAS, the CSX will construct and maintain the upgraded Class III railroad grade crossing traffic control devices; and

WHEREAS, Palm Beach County is the license holder for the grade crossing and will pay 50% (\$1,800) of the annual signal maintenance fees which are currently \$3,600.

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

1. The forgoing recitals are hereby reaffirmed and ratified.
2. The Mayor of the Board of County Commissioners is authorized to execute the tri-party railroad reimbursement agreement with FDOT and CSX, as herein described.
3. This RESOLUTION shall take effect immediately upon adoption.

RESOLUTION NO. R-2017-
August 15, 2017

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

District 2:	Paulette Burdick, Mayor	_____
District 6:	Melissa McKinlay, Vice Mayor	_____
District 1:	Hal Valeche	_____
District 3:	Dave Kerner	_____
District 4:	Steven L. Abrams	_____
District 5:	Mary Lou Berger	_____
District 7:	Mack Bernard	_____

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2017.

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

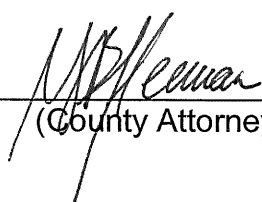
ATTEST:

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

725-090-27
RAIL
OGC - 02/14

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44082815701	Innovation Dr	PALM BEACH	2(93000-FLGB)	

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

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 44082815701, on Innovation Dr, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 949.88, FDOT/AAR Crossing Number 628092D, at or near Palm Beach Gardens, as shown on DEPARTMENT'S Plan Sheet No. N/A, attached hereto as a part hereof; and

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

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type IV Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
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, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

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

- (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

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

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 30,032.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

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

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

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

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

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

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

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

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

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

19. 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.

20. 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.

21. 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.

22. ~~The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost 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:~~

23. 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. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise 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.

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

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

CSX Transportation, Inc.

CSX Transportation, Inc., a corporation organized and existing under the laws of Virginia with its principal place of business in the City of Jacksonville, FL

By: _____
Title:

Date: _____

DEPARTMENT

State of Florida, Department of Transportation,
An Agency of the State of Florida

By: _____
Director of Transportation Development

Date: _____

Legal Review (DEPARTMENT):

By: _____

COUNTY

Attest:

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Mayor – Paulette Burdick

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *[Signature]*
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *[Signature]*
Department Director

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
44082815701	Innovation Dr	PALM BEACH	2(93000-FLGB)	

RAILROAD COMPANY

CSX Transportation, Inc.

A. JOB DESCRIPTION & LOCATION: Install 10 sets of LEDs lights

B. TYPE OF ROADWAY FACILITY: 2 thru lanes

C. FDOT/AAR XING NO.: 628092D RR MILE POST TIE: 949.88

D. TYPE CROSSING PROPOSED: IV CLASS: III DOT INDEX NO.: 17882

E. STATUS AND PROPOSAL:

1. EXISTING DEVICES: (See Agreement dated _____)

- a. _____ None-New Crossing.
- b. _____ Crossbuck and Disk.
- c. _____ Flashing Signals with Disk.
- d. _____ Flashing Signals with Cantilever.
- e. _____ Flashing Signals with Gates.
- f. XX Flashing Signals with Cantilever and Gates.

2. PROPOSED DEVICES: (Safety Index Rating _____)

- a. _____ No revision required.
- b. _____ Crossbuck and Disk.
- c. _____ Flashing Signals and Disk.
- d. _____ Flashing Signals with Cantilever.
- e. _____ Flashing Signals with Gates.
- f. XX Flashing Signals with Cantilever and Gates.
- g. _____ Relocate existing signal devices:
 - (1) _____ (With-Without) addition of Gates.
 - (2) _____ (With-Without) synchronization with highway traffic signals.
 - (3) _____ (With-Without) constant warning time.

F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS

- 1. N/A By Others (_____ Company.)
- 2. N/A By Railroad Company.

G. AUTHORITY REQUESTED: (Draft attached: Yes No.)

- 1. XX Agreement (Third Party Participating _____)
- 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
ANNUAL MAINTENANCE COSTS

725-090-41
RAIL
OGC - 07/16

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44082815701	Innovation Dr	PALM BEACH	2(93000-FLGB)	

COMPANY NAME: CSX Transportation, Inc.

A. FDOT/AAR XING NO.: 628092D RR MILE POST TIE: 949.88

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

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

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$8,930.00

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, 2016 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 4 RAIL OFFICE

PROJECT SCOPE AND COST ESTIMATE

PROJECT INFORMATION

Financial Project No.: 440828-1-57-01
FAP Number:
Location: Innovation Dr
County: Palm Beach
Crossing No.: 628092-D
RR. MP.: SX 949.88
Company: CSX Transportation, Inc.

*This project scope and cost estimate was prepared by: District 4 Railroad
Coordinator's Office*

Install 10 sets of LED lights on the existing gates.
Installation, Engineering Inspection and Labor..... \$ 30,032.00

TOTAL ESTIMATED COSTS.....\$ 30,032.00



Order of Magnitude Estimate

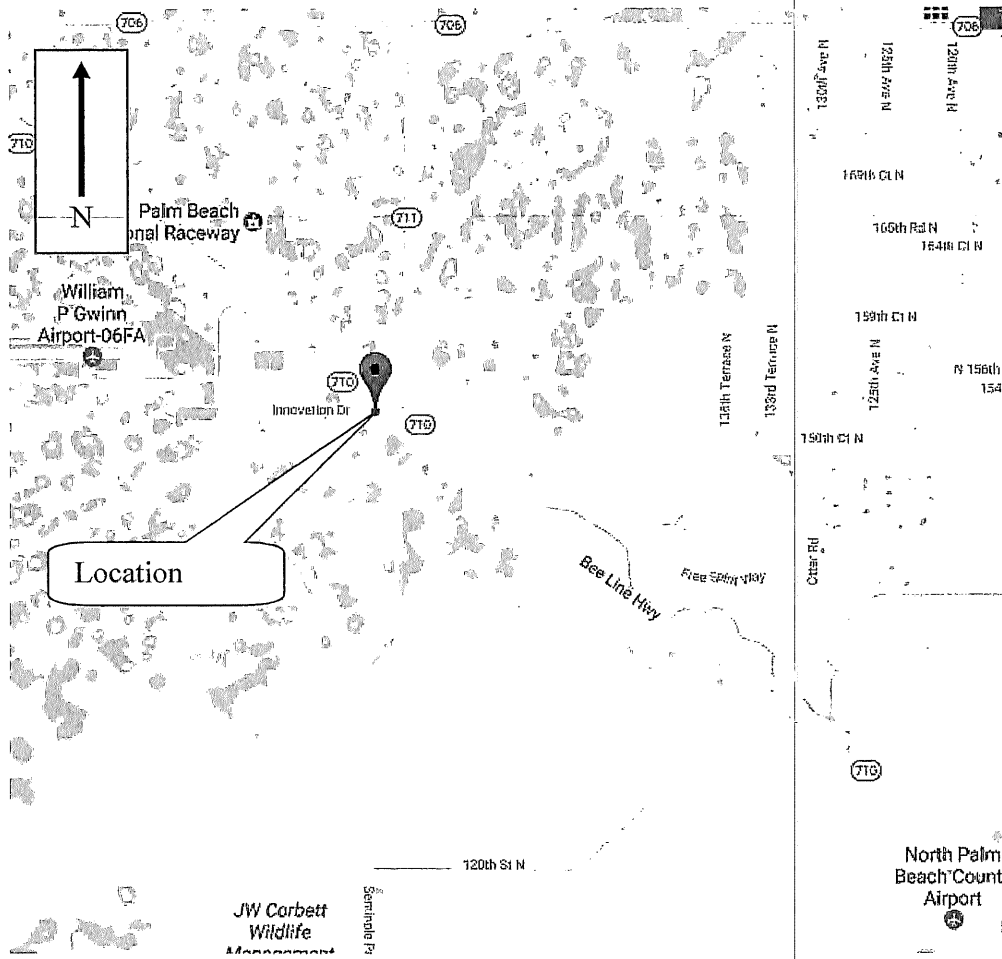
CSX Public Projects
 500 Water Street (J-301)
 13th Floor
 Jacksonville, FL, 32202
 Telephone (904) 359-4042

Project Information			
Outside Party:	FDOT District 4		
Street Name:	Innovation Drive		
City:	Palm Beach Gardens	Railroad M.P.:	SX 949.88
State:	FL	DOT#:	628092D
County:	Palm Beach	Type:	New Installation

PROJECT DESCRIPTION: LED upgrade.

Engineering Costs:			
Preliminary Engineering		\$	2,942
Contract Engineering		\$	4,275
Construction Engineering		\$	399
Total Engineering Costs:		\$	7,616
Material Costs:			
Shop Material		\$	-
Field Material		\$	9,115
Material Shipping (Freight)		\$	1,200
Sales Tax		\$	-
AC Power		\$	-
Additional Items		\$	-
Total Material Costs:		\$	10,315
Equipment Costs:			
Company Owned		\$	-
		\$	-
Total Equipment Costs:		\$	-
Labor Costs:			
Construction Labor		\$	2,660
Shop Labor		\$	-
Additives for Construction Labor		\$	3,149
Additives for Shop Labor		\$	-
Meals and Lodging (Subsistence)		\$	1,050
Total Labor Costs:		\$	6,859
Miscellaneous Costs:			
Administrative		\$	2,500
Waste Management		\$	12
Vacuum Truck Service		\$	-
Total Miscellaneous Costs:		\$	2,512
Prepared By: <u>C. Showman</u>		Subtotal: \$ 27,302	
Date: <u>7/6/2016</u>		Contingency: \$ 2,730	
		Total: \$ 30,032	

Disclaimer: This order of magnitude estimate shall not be used in the negotiation of preliminary engineering, construction, or maintenance agreements. This estimate is not valid for ordering material or funding CSX labor forces. Actual costs may vary pending full design and detailed estimate.

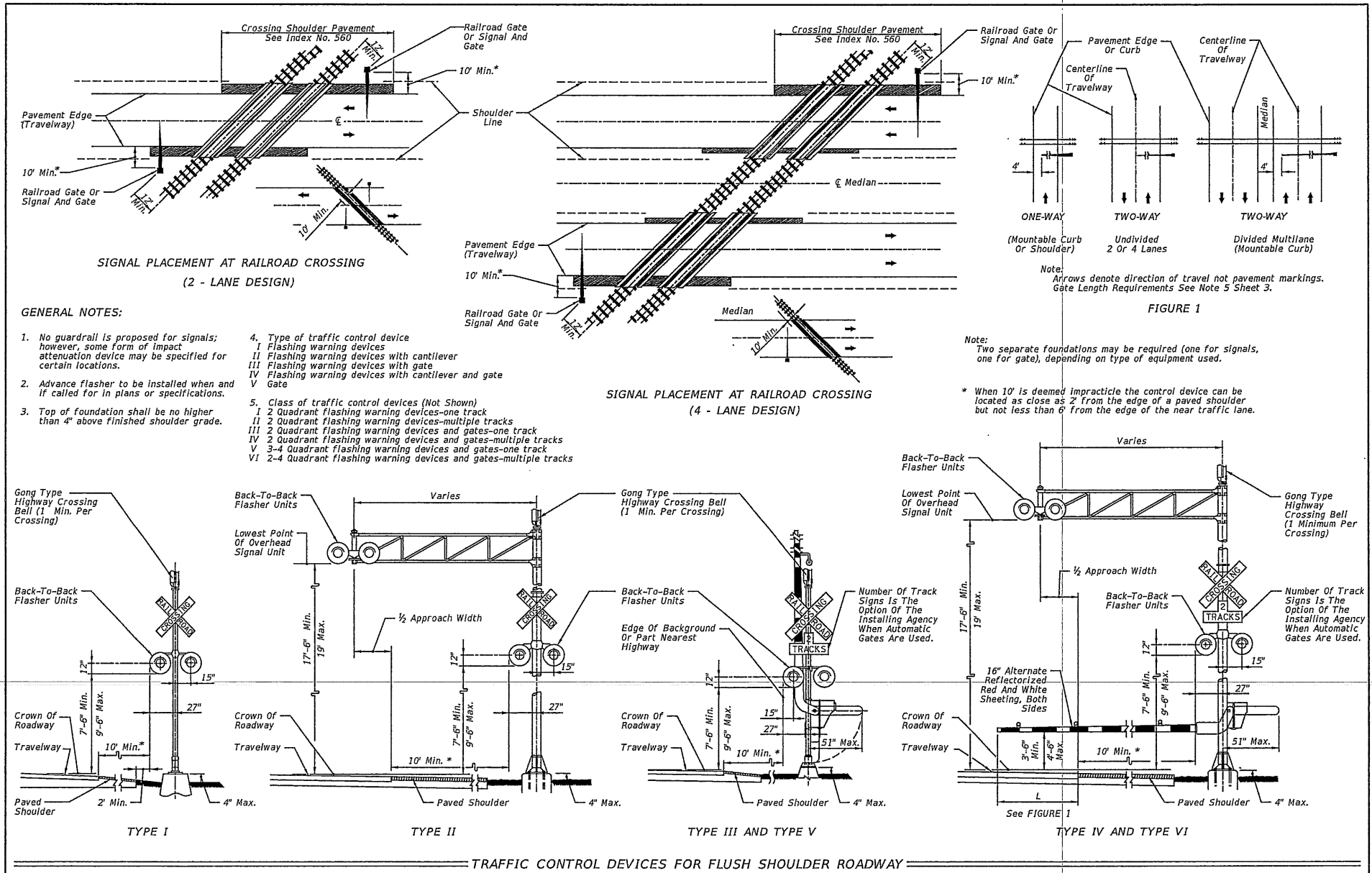


LOCATION MAP

South Florida Regional Transportation Authority

LOCATION:	Innovation Drive, Palm Beach County
FINANCIAL PROJECT NO.:	440828-1-57-01
CROSSING NO.:	628092-D
RAILROAD MILEPOST:	SX 949.88

Crossing No: 628092D		Roadway: INNOVATION DR		RR Street:		District: 4		County: Palm Beach	
PUBLIC HWY		AT GRADE Open Space		City: Palm Beach Garde		NEAR CITY		OPEN--TRACK ACTIVE	
Rank 2016:	SR No.:	RR Company:		CSX		Date:			
Rank 2015: 2093	CR No.:	Division Name:		JACKSONVILLE		Team Members:			
Rank 2014:	US No.:	Subdivision Name:		AUBURNDALE					
	Latitude:	26.902100		Branch Name:		SX 810			
	Longitude:	-80.290000		RR Milepost:		949.88			
Field Review Comments:									
Team Recommendations:									
<input type="checkbox"/> A <input type="checkbox"/> S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>									
Preempt Cabinet Cable									
Highway Speed:	25	<input type="checkbox"/>		Train Speed Range:	74-79	<input type="checkbox"/>			
Crossing Angle:	60-90 DEG	<input type="checkbox"/>		Max Time Table Speed:	79	<input type="checkbox"/>			
AADT:	1200 (2013)	<input type="checkbox"/>		Day Thru/Switch:	4/1	<input type="checkbox"/>			
Percent Trucks:	2 (2013)	<input type="checkbox"/>		Night Thru/Switch:	4/1	<input type="checkbox"/>			
School Buses:	0 (2016)	<input type="checkbox"/>		Train Service: Freight, Intercity		<input type="checkbox"/>			
Street Types:	Two-Way Street	<input type="checkbox"/>		Passenger Count/Day:	4	<input type="checkbox"/>			
Thru Lanes:	2	<input type="checkbox"/>		Train Count Date:	05/01/2012	<input type="checkbox"/>			
Aux Lanes:	0	<input type="checkbox"/>		Main Tracks:	1	<input type="checkbox"/>			
Hazmat Route?	YES	<input type="checkbox"/>		Other Tracks:		<input type="checkbox"/>			
Emergency Services Route?	NO	<input type="checkbox"/>				<input type="checkbox"/>			
Emergency Notification Signs:	YES	<input type="checkbox"/>		Train Signals?	YES	<input type="checkbox"/>			
Crossbuck(4x4 post):	0	<input type="checkbox"/>		Train Signal Proximity:	YES	<input type="checkbox"/>			
Crossbuck Sign:	4	<input type="checkbox"/>		Train Detection:	Motion Detection	<input type="checkbox"/>			
Stop Sign:	0	<input type="checkbox"/>		Event Recorder?	Y	<input type="checkbox"/>			
Yield Sign:	0	<input type="checkbox"/>		Number of Bells:	2	<input type="checkbox"/>			
Low Ground Clearance Signs:	0	<input type="checkbox"/>		Post Mounted Flashing Lights:	0	<input type="checkbox"/>			
Exempt Signs:	NO	<input type="checkbox"/>		Backlights, Incandescent		<input type="checkbox"/>			
Trespass Signs:	YES	<input type="checkbox"/>		Roadway Gate Count:	2	<input type="checkbox"/>			
W10-1	<input type="checkbox"/> 2	EB	WB	NB	SB	Pedestrian Gate Count:	0	<input type="checkbox"/>	
						Gates:	2 Quad	<input type="checkbox"/>	
						Cantilevered Flashing Over Traffic:	2	<input type="checkbox"/>	
						Incandescent		<input type="checkbox"/>	
						Cantilevered Flashing Not Over Traffic:	0	<input type="checkbox"/>	
						Intersecting Roadway?	YES	<input type="checkbox"/>	
						Signalized?	YES	<input type="checkbox"/>	
						Interconnection:	Not Interconnected	<input type="checkbox"/>	
						Traffic Signals Controlling?	N	<input type="checkbox"/>	
						Preemption:		<input type="checkbox"/>	
						Traffic Pre-Signals?	NO	<input type="checkbox"/>	
						8" Count:	0	<input type="checkbox"/>	
						12" Count:	10	<input type="checkbox"/>	
						LED Count:	0	<input type="checkbox"/>	
						Install - Upgrade:	-- 02/15/1983	<input type="checkbox"/>	
Surface Installment Date:		<input type="checkbox"/>		Maintenance Responsibility:	COUNTY	<input type="checkbox"/>			
Surface Type:	CONCRETE	<input type="checkbox"/>		Roadway Paved:	YES	<input type="checkbox"/>			
Pvmt Mrk:	STOPLINES AND XING SYMBOLS	<input type="checkbox"/>		Tracks run down street?	NO	<input type="checkbox"/>			
Redo Mrk:	EB WB NB SB Trim Trees:	EB	WB	NB	SB	Sidewalks on Crossing Approach?	NO	<input type="checkbox"/>	
Approach:	LOS A = Smooth	<input type="checkbox"/>		Sidewalks Thru Crossing?	NO	<input type="checkbox"/>			
Vehicle Reaction:	LOS B = Vibrating	<input type="checkbox"/>		Crossing illuminated?	NO	<input type="checkbox"/>			
Driver Reaction:	LOS A = No reaction	<input type="checkbox"/>		Commerical Power?	YES	<input type="checkbox"/>			
Rail/Pad Movement:	LOS A = Smooth	<input type="checkbox"/>		Alternative Power?	NO	<input type="checkbox"/>			
Incident History:				Recommended Warning Device:	FL & G & P				



GENERAL NOTES:

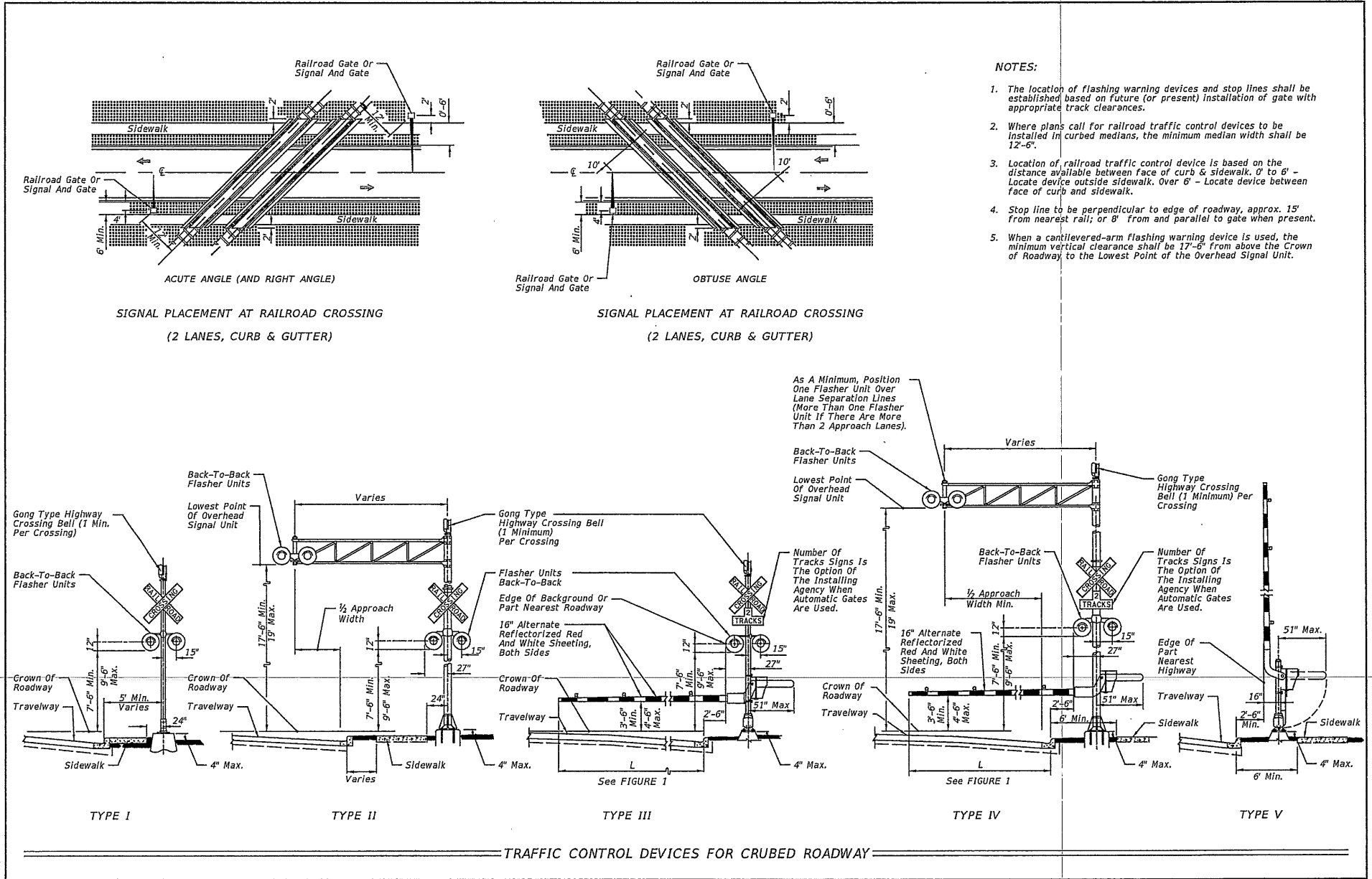
1. No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
2. Advance Flasher to be installed when and if called for in plans or specifications.
3. Top of foundation shall be no higher than 4" above finished shoulder grade.
4. Type of traffic control device
 - I Flashing warning devices
 - II Flashing warning devices with cantilever
 - III Flashing warning devices with gate
 - IV Flashing warning devices with cantilever and gate
 - V Gate
5. Class of traffic control devices (Not Shown)
 - I 2 Quadrant flashing warning devices-one track
 - II 2 Quadrant flashing warning devices-multiple tracks
 - III 2 Quadrant flashing warning devices and gates-one track
 - IV 2 Quadrant flashing warning devices and gates-multiple tracks
 - V 3-4 Quadrant flashing warning devices and gates-one track
 - VI 2-4 Quadrant flashing warning devices and gates-multiple tracks

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

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

11/09/2016 522208 AH

LAST REVISION 11/07/16	REVISION DESCRIPTION:	FDOT FY 2017-18 DESIGN STANDARDS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO. 17882	SHEET NO. 1 of 4
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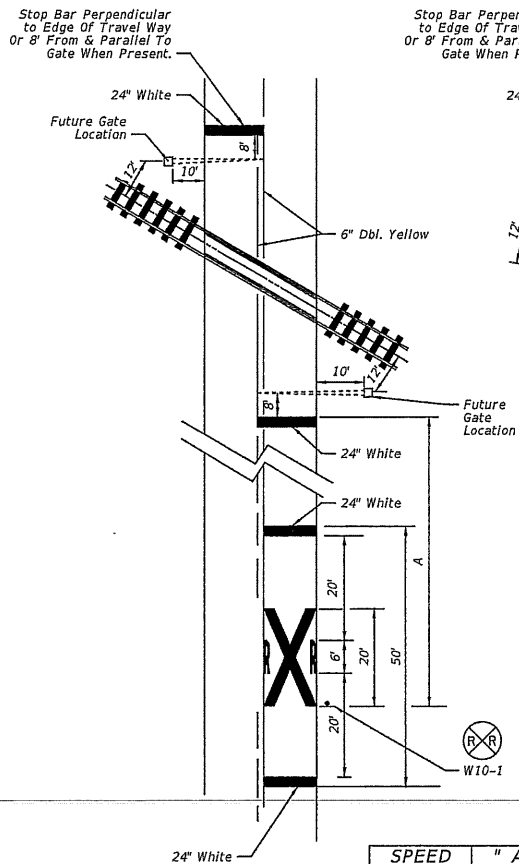


- NOTES:**
1. The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
 2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 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.
 5. When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 17'-6" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.

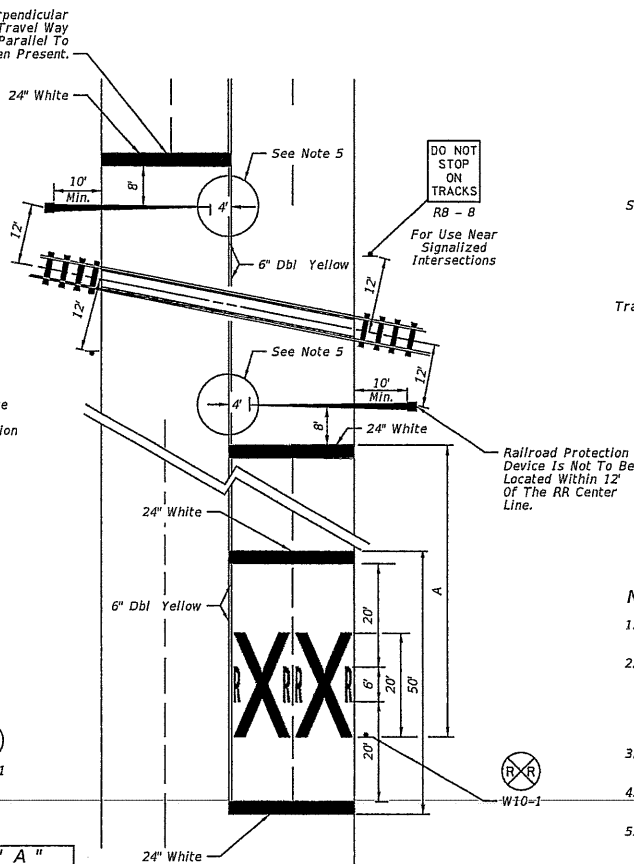
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LAST REVISION 11/07/16	REVISION	DESCRIPTION:	 FY 2017-18 DESIGN STANDARDS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO. 17882	SHEET NO. 2 of 4
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RAILROAD CROSSING AT TWO (2)-LANE ROADWAY

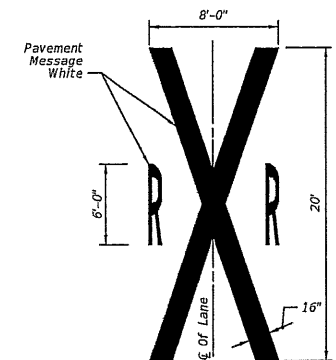
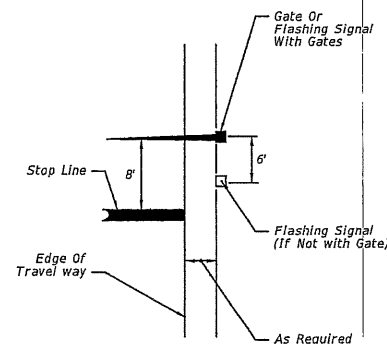


RAILROAD CROSSING AT MULTILANE ROADWAY



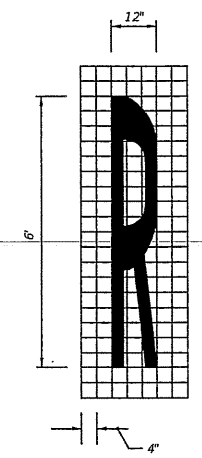
SPEED (mph)	" A " (ft)
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 MIN.

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

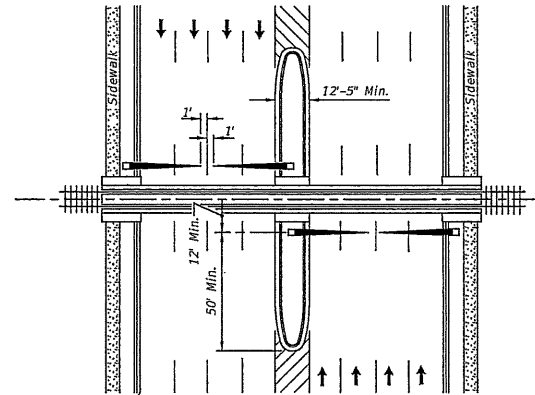
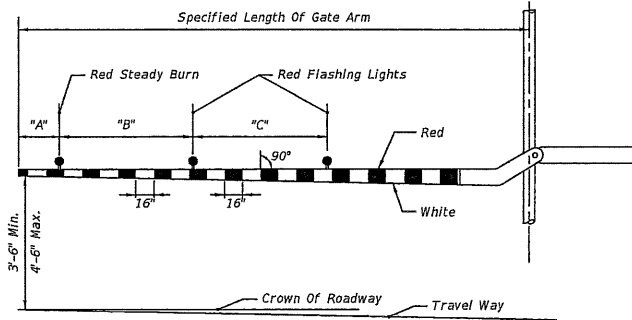


NOTES:

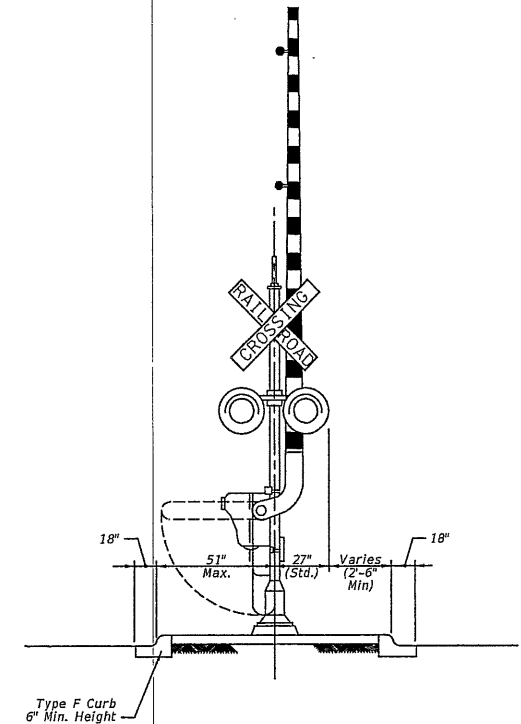
1. When computing pavement message, quantities do not include traverse lines.
2. Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100' from the crossing. Where street intersections occur between the RR pavement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



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PLAN



MEDIAN SECTION AT SIGNAL GATES

RAILROAD GATE ARM LIGHT SPACING

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

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".

MEDIAN SIGNAL GATES FOR
MULTILANE UNDIVIDED URBAN SECTIONS
(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)

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LAST REVISION 01/01/12	REVISION	DESCRIPTION:	FDOT FY 2017-18 DESIGN STANDARDS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO. 17882	SHEET NO. 4 of 4
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