

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	\$1,736	\$1,736	\$1,736	\$1,736
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	\$ -0-	\$1,736	\$1,736	\$1,736	\$1,736

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
Budget Acct No.: Fund 1201 Dept. 360 Unit 2270 Object 4607
Program

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

County Transportation Trust Fund
Railroad Crossing Maintenance

This item has no immediate fiscal impact. After completion of the Safety Improvements, expected within FY 2007, the Maintenance Agreement calls for Palm Beach County to pay 100% of the annual maintenance instead of the current 50% resulting in a increase of \$1,410 per year and then the rate will increase to \$3,146 per year (an increase of \$326). This will add \$1,736 to our annual maintenance cost for this crossing. This expense will be subject to approval of the budget for FY 2007 and the out years.

C. Departmental Fiscal Review: R.D. Ward 7/10/06

III. REVIEW COMMENTS

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

Jan D... 7-18-06
OFMB
7-18-06
7/18/06

Jim J. J... 7/19/06
Contract Dev. and Control
7/19/06

B. Approved as to Form and Legal Sufficiency:

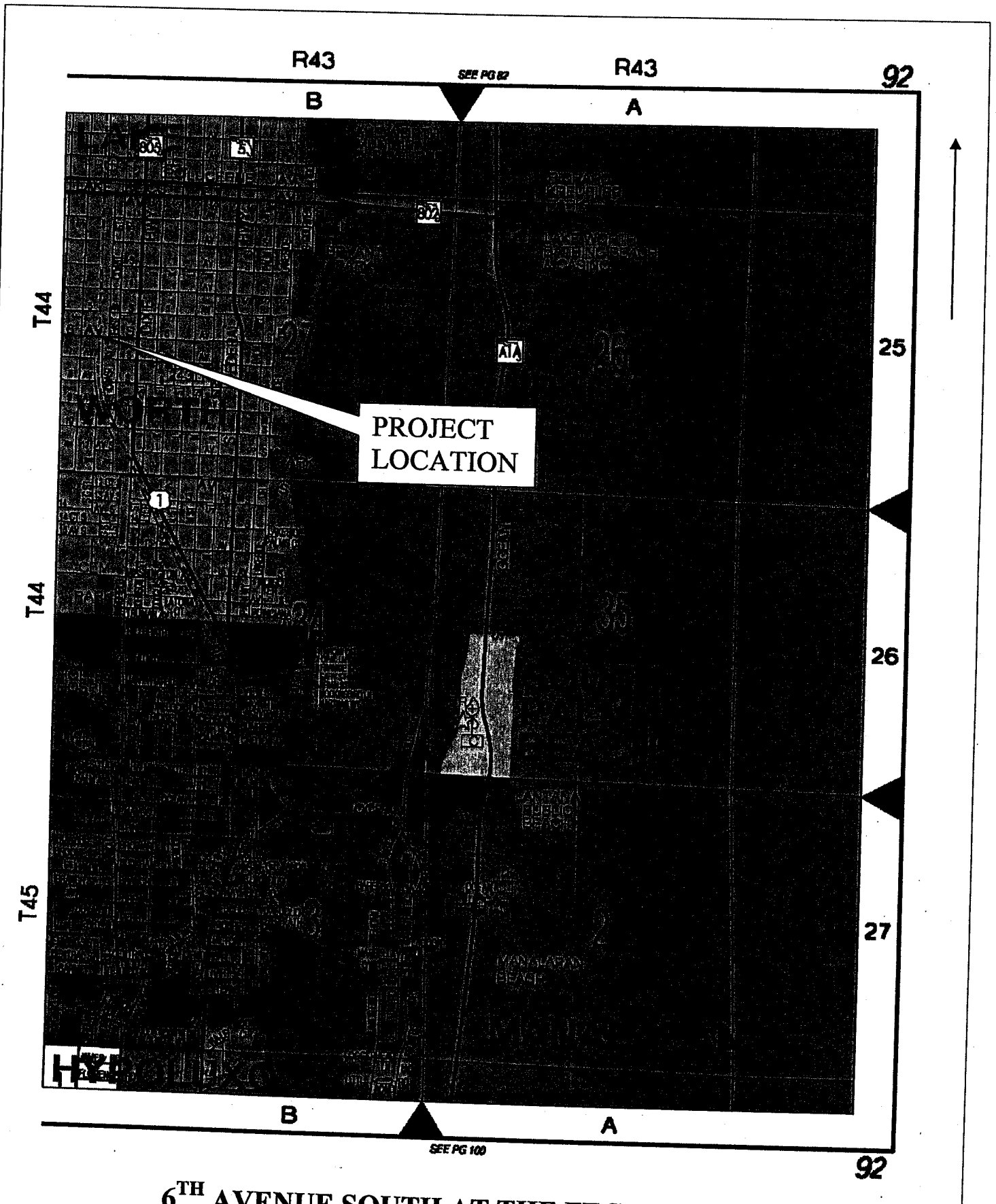
Paul F. J... 8/4/06
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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



6TH AVENUE SOUTH AT THE FEC RAILWAY

RESOLUTION NO. R-2006-_____

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA
AUTHORIZING EXECUTION OF A FUNDING
AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION FOR FLORIDA EAST COAST
RAILWAY SAFETY IMPROVEMENTS AT THE 6TH
AVENUE SOUTH CROSSING.**

WHEREAS, the Florida Department of Transportation (FDOT) has Federal Rail Title II Signal Safety funding available for safety improvements to railway crossings; and

WHEREAS, the Florida Department of Transportation will fund safety improvements to the 6th Avenue South at the Florida East Coast Railway, Inc. (FEC) crossing; and

WHEREAS, the FEC will construct the safety improvements; and

WHEREAS, Palm Beach County will continue to fund the maintenance and annual fees associated with this crossing, however, Palm Beach County will be required to fund 100 percent of the of the annual signal maintenance fees of which it pays 50 percent of at the present time.

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

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

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

That this RESOLUTION shall take effect immediately upon adoption.

RESOLUTION NO. 2006-
August 15, 2006

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

- TONY MASILOTTI, CHAIRMAN
- ADDIE L. GREENE, VICE-CHAIRPERSON
- KAREN T. MARCUS
- JEFF KOONS
- WARREN H. NEWELL
- MARY McCARTY
- BURT AARONSON

The Chairperson thereupon declared the resolution duly passed and adopted _____.

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

By: _____
Tony Masilotti, Chairman

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

S E A L

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
(County Attorney)

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

FINANCIAL PROJECT NO	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
415924-1-57-01	6 th Avenue South	Palm Beach	1 (93526-SIGR)	00S4-042-J

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and FLORIDA EAST COAST RAILWAY, LLC., a corporation organized and existing under the laws of FLORIDA, with its principal place of business in the City of ST. AUGUSTINE, County of ST. JOHNS, 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 415924-1-57-01 on 6th AVENUE SOUTH, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 306+2867', FDOT/AAR Crossing No. 272465L, at or near PALM BEACH, as shown on DEPARTMENT'S Plan Sheet No. 01-E-128, 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 statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made part hereof.
2. After installation of said signals is completed, one hundred (100%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and zero (0%) 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 insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

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

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

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

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

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

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 263,550.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

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

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

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

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

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

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

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

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

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

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Chief Financial Officer under Section 215.422(14), Florida

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

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

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

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Chief Financial Officer's Hotline, 1-800-848-3792.

18. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

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

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered

or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 provide in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

The Department's obligation to pay under this section 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. Paragraph 22 stricken prior to execution by the Company and the Department.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: _____)

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

BY: *C.A. [Signature]* Director - ENG. 6/12/06

PALM BEACH COUNTY, FLORIDA

BY: _____
(TITLE: TONY MASILOTTI, CHAIRMAN)

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

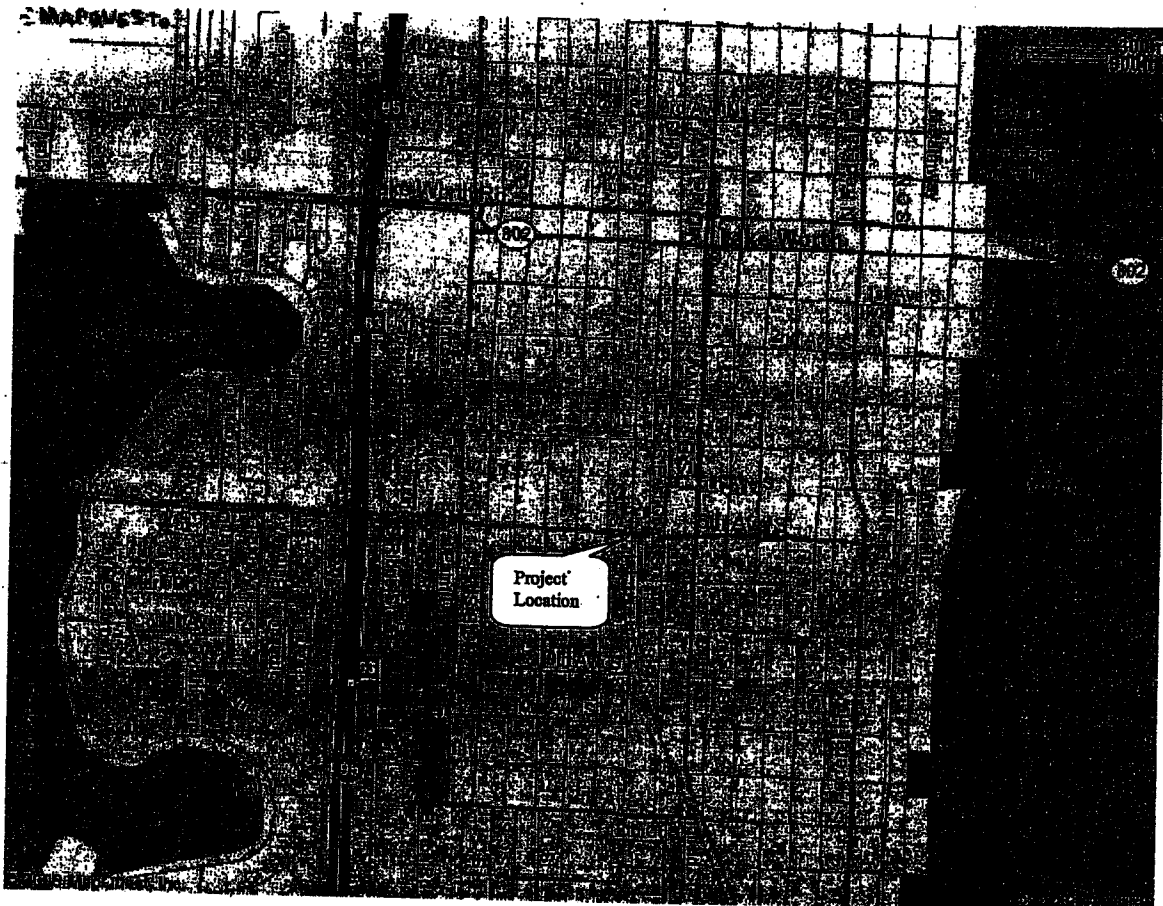
PALM BEACH COUNTY, FLORIDA

SHARON R. BOCK
CLERK & COMPTROLLER

BY: _____
CLERK

APPROVED AS TO TERMS & CONDITIONS:

BY: *Charles Rich*
ENGINEER



LOCATION MAP

FEC Railway, LLC

LOCATION:	6th Avenue South
FINANCIAL PROJECT NO.:	415924-1-57-01
CROSSING NO.:	272465L
RAILROAD MILEPOST:	306+2867

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
41592415701	6th Avenue South	PALM BEACH	1(93526-SIGR)	00S4-042-J

RAILROAD COMPANY

Florida East Coast Railway, LLC

- A. JOB DESCRIPTION & LOCATION: Median Gates & Event Recorder
- B. TYPE OF ROADWAY FACILITY: 4 thru lanes, 1 turn lane, Urban Minor Arterial
- C. FDOT/AAR XING NO.: 272465L RR MILE POST TIE: 306+2867'
- 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. Flashing Signals with Cantilever and Gates.

2. PROPOSED DEVICES: (Safety Index Rating 48.29)

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

F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS

- 1. By Others (_____ Company.)
- 2. By Railroad Company.

G. 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).

H. OTHER REMARKS:

Negotiations to be completed by: _____

Signal installation target date: _____

Synchronization: (Draft attached Yes No.) _____

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

725-060-41
RAIL
OGC - 01/06

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
41592415701	6th Avenue South	PALM BEACH	1(93526-SIGR)	00S4-042-J

COMPANY NAME: Florida East Coast Railway, LLC

A. FDOT/AAR XING NO.: 272465L RR MILE POST TIE: 306+2867'

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

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

Annual Maintenance Cost Exclusive of Installation

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

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

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2006 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.



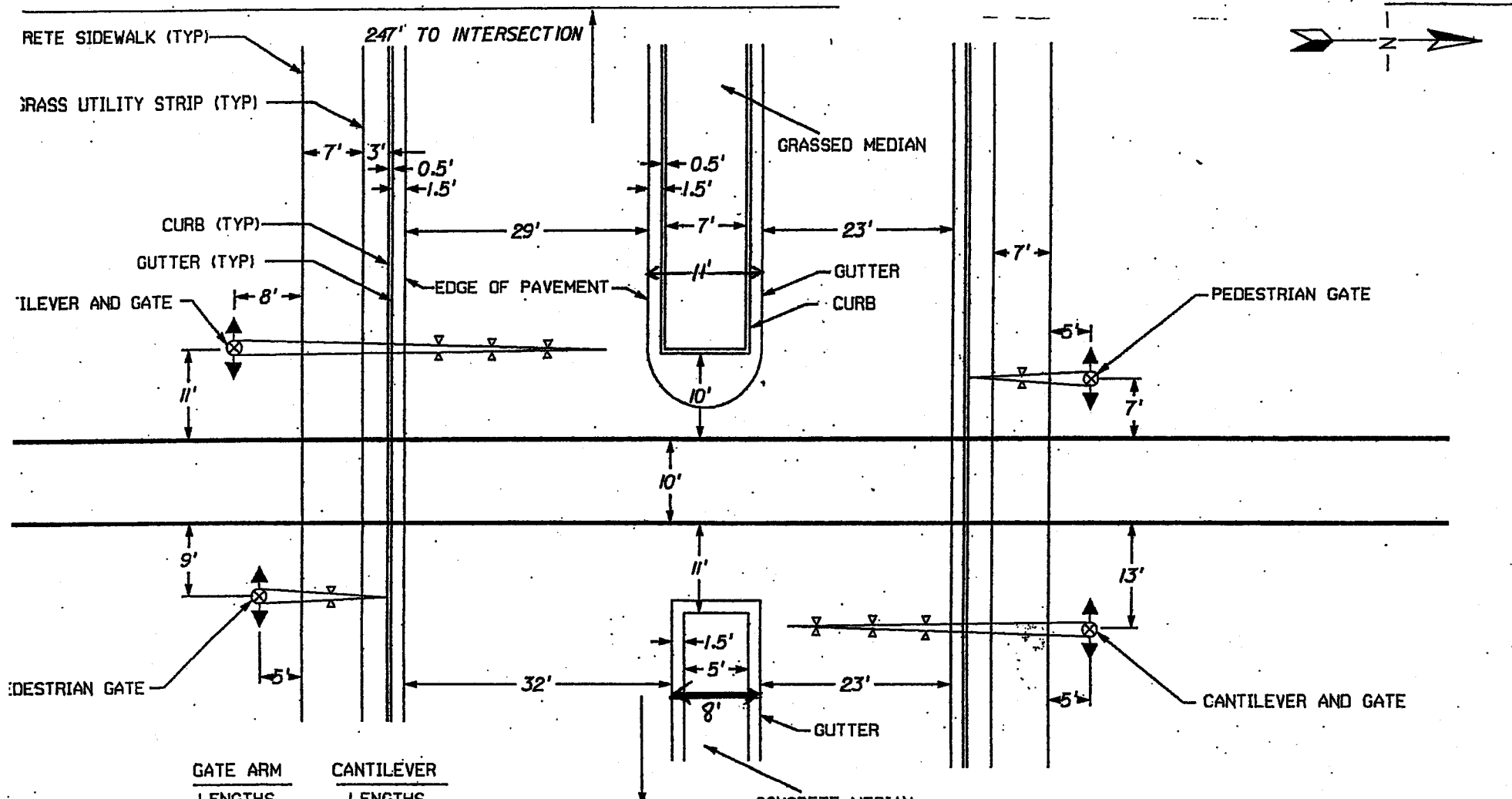
FLORIDA EAST COAST RAILWAY
OFFICE OF THE GENERAL MANAGER
OF SIGNALS AND COMMUNICATIONS

DATE: 04/06/06
FILE: 10.2
TYPE: IV
CLASS: III
NO. OF DAYS: 16
AAR / DOT #: 272465L
MILE POST: 306+2867'

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT 6th AVENUE SOUTH.
This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	\$6,539.00	2 EA.	\$13,078.00
GATES	\$500.00	2 EA.	\$1,000.00
GATE FOUNDATIONS	\$575.00	4 EA.	\$2,300.00
CANTILEVER FOUNDATIONS	\$4,850.00	2 EA.	\$9,700.00
WIRED CASE, 4AB WITH HXP-3R	\$82,679.00	1 EA.	\$82,679.00
BATTERY BOX	\$675.00	2 EA.	\$1,350.00
BATTERIES, SAFT SPL250	\$212.00	50 EA.	\$10,600.00
MISC. GROUND MATERIAL	\$2,542.32	1 PKG.	\$2,542.32
CONDUIT & DIRECTIONAL BORE	\$45.00	260 FT.	\$11,700.00
CABLE	\$7,500.00	1 PKG.	\$7,500.00
MISCELLANEOUS RELAY EQUIPMENT	\$1,120.00	1 PKG.	\$1,120.00
POWER SERVICE	\$1,800.00	1 EA.	\$1,800.00
MONITORING EQUIPMENT	\$11,102.00	1 PKG.	\$11,102.00
SANITATION & DISPOSAL	\$1,500.00	1 PKG.	\$1,500.00
FREIGHT & HANDLING			\$23,471.00
TAX @ 6.5%			\$10,171.00
TOTAL MATERIALS			\$191,613.32
EXCAVATING EQUIPMENT PER DAY	\$181.00	16 DAYS	\$2,896.00
EQUIPMENT RENTAL PER DAY	\$125.00	16 DAYS	\$2,000.00
FOREMAN'S TRUCK PER DAY	\$35.00	16 DAYS	\$560.00
GANG TRUCK PER DAY	\$63.00	16 DAYS	\$1,008.00
SUPERVISORS TRUCK PER DAY	\$35.00	16 DAYS	\$560.00
EQUIPMENT TOTAL			\$7,024.00
ENGINEERING	\$6,500.00	1	\$6,500.00
ENGINEERING TOTAL			\$6,500.00
CONSTRUCTION SUPERVISION	\$312.00	16 DAYS	\$4,992.00
LABOR ADDITIVE			\$2,781.00
SUPERVISION TOTAL			\$7,773.00
LABOR PER DAY	\$1,154.10		\$18,466.00
NUMBER OF DAYS	16		
LABOR ADDITIVE			\$10,777.00
TOTAL LABOR			\$29,243.00
GANG EXPENSES PER DAY	\$553.00		
NUMBER OF DAYS	16		
TOTAL GANG EXPENSES			\$8,848.00
SUB-TOTAL			\$251,001.32
CONTINGENCIES 5%			\$12,550.00
TOTAL			\$263,550.00



	GATE ARM LENGTHS	CANTILEVER LENGTHS
NE. GATE	18'	23'
E. SIDEWALK GATE:		
E. SIDEWALK GATE:	8'	
W SIDEWALK GATE:		
W SIDEWALK GATE:	8'	
SW GATE:	23'	30'

POWER SERVICE METER NO. 2A9907
 TYPE SURFACE MATERIAL: ASPHALT
 TYPE ROADWAY MATERIAL: ASPHALT

107' TO EASTCOAST ST
 LEFT TURN OPENING (Left turn bay fully developed at the east side of tracks)

TRAFFIC VOLUME(ADT)= 22,825 2001

HC- _____ SH. 1 OF 2
 MP: 249.92
6TH AVENUE
 COUNTY: PALM BEACH
 CITY/TOWN: LAKE WORTH
 DOT. NO. 272465 L
 BY: GS DATE: 8/4/04
 CHECK: LM REV: 9/29/04

PROJECT NO. _____

DIAGNOSTIC FIELD REVIEW SHEET
RAIL-HIGHWAY GRADE CROSSING
DATA SHEET

F.M. NO. _____

CROSSING NO.: 272465L

PRIORITY NO.: 168

COUNTY: PALM BEACH CITY: LAKE WORTH

RDWY: 6TH AVE SOUTH

CLASSIFICATION/LOCATION: DATE LAST UPDATED: 08/15/2002

R. R. CO.: FEC

R. R. BRANCH: MAIN

R.R. STATION: W PALM BEACH

R. R. MILEPOST: 0.00

R. R. CROSSING STATUS: OPEN-TRACK ACTIVE AS OF 08/15/2002

RAIL OPERATIONS: DATE LAST UPDATED: 02/01/2000

TRAIN MOVEMENTS: ²⁷₂₄ PER DAY MAXIMUM TRAIN SPEED: ⁶⁰₄₀

EFFECTIVE: 11/15/1983

NO. OF MAIN TRACKS: 1

OTHER TRACKS: 0

WARNING DEVICES: DATE LAST UPDATED:

EXISTING WARNING: CFL&G

TYPE OF TRAIN DETECTION: OTHER

PREEMPTION:

ADVANCE WARNING: Y

PHYSICAL DATA: DATE LAST UPDATED: 08/15/2002

R. R. CROSSING ANGLE: 60-90 DEG

NO. OF THRU LANES: 4

OTHER LANE 1

HIGHWAY SPEED: 35

CROSSING CONDITION:

APPROACH CONDITION: MINOR

MAINTAINING AGENCY: CITY

DEPARTMENT DATA: DATE LAST UPDATED: 08/15/2002

TRAFFIC VOL. (ADT): 22,825 AS OF 2001

SCHOOL BUS COUNT: 27

AS OF 2003

PERCENT TRUCKS: 0

SAFETY DATA: DATE LAST UPDATED: 05/07/2003

PRED. ACCID/YEAR:

SAFETY INDEX: 48.02

RECOMMENDED WARNING DEVICE: CFL & G

DESCRIPTION OF SITE / INSTALLATION CONFLICTS: 11' median west of xing, 10' median East of xing, not all lanes are being covered by gates, parallel road on East side of track making left turns illegally (East coast St.)

REVIEW TEAM RECOMMENDATION: Median gates Type IV / CASE, widen median add 9" curb to accommodate gates medians w/ 15' of track, add right turn only sign for East coast St. FEC will relocate countilevers and add new gate at their expense. FDOT will pay for median gates and cabinet & two battery boxes / add recorders / foundations CFL&G

DATE REVIEWED 7-29-03 BY

REVIEW TEAM PERSONNEL: