

Memorandum



Date: October 6, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)(E)

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of the County Manager.

Subject: Resolution Authorizing Approval of a Preemption Interconnection Construction and Maintenance Agreement Among Miami-Dade County, CSX Transportation, Inc., and Beacon Lakes Community Development District for the Synchronization of Railroad Crossing Devices and Traffic Signals at the Intersection of NW 137 Avenue and NW 12 Street

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of a Preemption Interconnection Construction and Maintenance Agreement among Miami-Dade County (County), CSX Transportation, Inc., (CSX) and Beacon Lakes Community Development District (Developer) for the synchronization of railroad crossing devices and traffic signals at the intersection of NW 137 Avenue and NW 12 Street.

Scope

The Preemption Interconnection Construction and Maintenance Agreement is specifically for one (1) railroad crossing and it is located within Commission District 12.

Fiscal Impact/Funding Source

There is no associated fiscal impact to the County for this project.

Track Record/Monitor

The Developer is Beacon Lakes Community Development District which is meeting all development requirements in a satisfactory manner. Miami-Dade County, Public Works Department's Project Manager, Mr. Octavio Marin, P.E., will monitor this project.

Background

According to the Developer's requirement, the crossing devices and the traffic signals must be synchronized at the intersection of NW 137 Avenue and NW 12 Street as part of the development which includes the improvement of railroad crossing, the crossing protective devices and the traffic signals. The total cost of all improvements including the Preemption is the responsibility of the Developer.

A handwritten signature in black ink, appearing to read "Michael Hart", written over the printed name of the Assistant County Manager.

Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss DATE: October 6, 2009
and Members, Board of County Commissioners

FROM: R. A. Cuevas, Jr. SUBJECT: Agenda Item No. 8(P)(1)(E)
County Attorney

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(E)
10-6-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING APPROVAL OF A PREEMPTION INTERCONNECTION CONSTRUCTION AND MAINTENANCE AGREEMENT AMONG MIAMI-DADE COUNTY, CSX TRANSPORTATION, INC., AND BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT FOR THE SYNCHRONIZATION OF RAILROAD CROSSING DEVICES AND TRAFFIC SIGNALS AT THE INTERSECTION OF NW 137 AVENUE AND NW 12 STREET

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a Preemption Agreement among Miami-Dade County, CSX Transportation, Inc., and Beacon Lakes Community Development District for the synchronization of railroad crossing devices and traffic signals at the intersection of NW 137 Avenue and NW 12 Street, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same on behalf of Miami-Dade County.

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:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Thomas Goldstein

Project: FL: Hialeah, Miami-Dade County
Preemption at NW 137th Avenue
Jacksonville Division, Homestead Subdivision
631 054 X; SXL-1048.51
CSXT OP# 174831

**PREEMPTION INTERCONNECTION CONSTRUCTION
AND MAINTENANCE AGREEMENT**

This Preemption Interconnection Construction and Maintenance Agreement ("**Agreement**") is made as of _____20__, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), Miami-Dade County, a body corporate and political subdivision of the State of Florida ("**County**") and Beacon Lakes Community Development District, an independent local unit of special purpose government, its successors or assigns (hereinafter referred to as "**Developer**").

EXPLANATORY STATEMENT

1. In conjunction with a project to widen the road and install automatic warning devices, consisting of automatic flashing lights and gates (the "Grade Crossing Warning Devices"), at the grade crossing of NW 137th Avenue, Jacksonville Division, Homestead Subdivision, located at Railroad Milepost SXL-48.51, in Miami-Dade County, FL (DOT 631 054 X).
2. Developer and County propose to erect certain highway traffic signals at the intersection of NW 137th Avenue and NW 12th Street ("Highway Traffic Signals") and to establish interconnection circuitry between such Highway Traffic Signals and the Grade Crossing Warning Devices.
3. CSXT is willing to permit such interconnection (the "Project"), subject to the terms and conditions of this Agreement.
4. Developer has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including County), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and will implement the Project at its sole cost and expense.
5. County and Developer acknowledge that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other County and/or Developer contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Developer, County or their contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
6. It is the purpose of this Agreement to provide for the terms and conditions upon which construction of the Project shall proceed and the parties' obligations with respect to the maintenance and operation of the permanent aspects of the Project.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

Project: FL: Hialeah, Miami-Dade County
Preemption at NW 137th Avenue
Jacksonville Division, Homestead Subdivision
631 054 X; SXL-1048.51
CSXT OP# 174831

1. Project Plans and Specifications.

- 1.1. Preparation and Approval. Developer shall prepare, or cause to be prepared, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project (including, but not limited to, a written or graphic description of the operation of the interconnection system both in the operational mode and failed mode), at Developer sole cost and expense, by Developer or its contractors. Project plans, specifications and drawings prepared by or on behalf of Developer shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as approved by CSXT, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement as Exhibit "D".
- 1.2. Effect of CSXT Approval or Review of Plans. By its review or approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance therewith satisfy CSXT's requirements for the interconnection of the Highway Traffic Signals and the Grade Crossing Warning Devices. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Developer or any other persons of the Plans or improvements constructed in accordance with the Plans, and the suitability or fitness of CSXT's signal system for purposes of the Project. Accordingly, Developer acknowledges and agrees that CSXT assumes no responsibility for, and releases CSXT from all liability or losses arising from or related to, the timing or sequencing of the interconnection of the Highway Traffic Signals and the Grade Crossing Warning Devices, and the maintenance, operation, use, fitness or suitability of the Highway Traffic Signals and related cables connecting the Highway Traffic Signals to the Grade Crossing Warning Devices.
- 1.3. Compliance with Plans. The Project shall be constructed in accordance with the Plans as shown in Exhibit "D".

2. Allocation and Conduct of Work.

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1. CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall furnish the following services, at Developer's sole cost and expense:
 - (a) CSXT shall furnish a preemption interconnection circuit of a normally closed contact that is designed to open upon the approach or presence of a train and shall terminate the closed preemption interconnection circuit in the common cable junction box to be used for the interconnection of the Highway Traffic Signals and the Grade Crossing Warning Devices;
 - (b) CSXT shall furnish flagging and other protective services, as CSXT deems necessary or appropriate during the construction of the Project;

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(c) CSXT shall furnish all other services that CSXT deems necessary or appropriate to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2. Developer Work. Developer shall perform, or cause to be performed, all other work in connection with the Project, at Developer's sole cost and expense, including:

(a) preparation of all Plans;

(b) installation of all cables from the Highway Traffic Signals up to the preemption interconnection circuit at the common cable junction box; and

(c) configuration of the circuitry connection of the Highway Traffic Signals whereby a failure will not cause any unsafe condition.

2.3. Conduct of Work. The parties shall not work under this Agreement unless and until: (i) delivery to CSXT of a notice to proceed from Developer; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 8; and (v) delivery of proof of insurance (or letter of self-insurance) by County if required. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all pre-emption work shall be concluded within six (6) months following the installation and full functionality of the automatic warning devices and the roadway traffic signal.

3. CSXT Rules and Procedures. Developer shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the rules, procedures, directions and instructions of CSXT. To the extent that Developer performs Project work itself, Developer shall be deemed a Contractor for purposes of this Agreement. Developer further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures.

4.1. Reimbursable Expenses. Developer shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the construction of the Project, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to CSXT's consultants and subcontractors, and (vi) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established

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by CSXT pursuant to applicable law (collectively, "CSXT Costs"). CSXT Costs shall also include expenses incurred by CSXT prior to the date of this Agreement.

4.2. Estimate. CSXT has estimated the total CSXT Costs for the construction of the Project as shown on Exhibit A (the "Estimate", as amended or revised). Developer understands and agrees that, notwithstanding the Estimate, Developer shall reimburse CSXT for all of its actual CSXT costs. In the event CSXT anticipates that actual CSXT Costs may exceed such Estimate, CSXT shall provide Developer with the revised Estimate of the total CSXT Costs for Developer approval and confirmation that sufficient funds have been appropriated to cover the total CSXT Costs of such revised Estimate. CSXT may elect, by delivery of notice to Developer, to immediately cease all further work on the Project, unless and until Developer provides such approval and confirmation.

4.3. Payment Terms.

4.3.1. Developer shall pay CSXT for CSXT Costs in the amounts and as set forth in the Payment Schedule as shown on Exhibit B (the "Payment Schedule", as amended). CSXT agrees to submit invoices to Developer for such amounts and Developer shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Developer or, the payment date (if any) set forth in the Payment Schedule, if applicable.

4.3.2. Following completion of the Project, CSXT shall submit to Developer a final invoice that reconciles the total CSXT Costs against the total payments received from Developer. Developer shall pay to CSXT the amount by which CSXT Costs exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Developer. In the event that the payments received by CSXT from Developer exceed CSXT Costs, CSXT shall remit such excess to Developer.

4.3.3. In the event that Developer fails to pay CSXT any sums due CSXT under this Agreement: (i) Developer shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Developer: (A) to immediately cease all further work on the Project, unless and until Developer pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4. All invoices from CSXT shall be delivered to Developer in accordance with Section 15 of this Agreement. All payments by Developer to CSXT shall be made by check and mailed to the following address or such other address as designated by CSXT's notice to Developer:

CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

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5. Construction Easements and Licenses.
 - 5.1. Developer Obligation. Developer shall acquire all necessary licenses, permits and easements required for the Project.
 - 5.2. Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Developer and, upon execution and delivery to CSXT of Contractor's Acceptance (Schedule I), its Contractors, a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT. No work shall be performed by Developer or its Contractors, without the prior approval of CSXT, on CSXT property.
 - 5.3. Interconnection Cable License. CSXT hereby grants to Developer, insofar as CSXT has the right to do so, permission to place conduit on CSXT property, in accordance with the Plans, but has not permitted the placement of traffic signals or traffic light cabinets on CSXT property even where road across track is there by prior license or easement.
6. Permits. At its sole cost and expense, Developer shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
7. Termination.
 - 7.1. By Developer. For any reason, Developer may terminate this Agreement by delivery of notice to CSXT.
 - 7.2. By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement and/or suspend work on the Project, by delivery of notice to Developer in the event Developer or any of its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Developer.
 - 7.3. Consequences of Termination. If the Agreement is terminated by any party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the work. Accordingly, they agree that, in such instance a party may continue to perform work until it has reached a point where it may reasonably and safely suspend the work. Developer shall reimburse CSXT pursuant to this Agreement for the work performed, plus all costs reasonably incurred by CSXT to discontinue the work and protect the work upon full suspension of the same, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the work. In addition, Developer shall return CSXT's property to its former condition to the extent altered by Developer or its Contractors, and shall reimburse CSXT for all costs incurred by CSXT to return its property to its former condition to the extent altered by

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CSXT or its contractors. Termination of this Agreement or work on the Project, for any reason, shall not diminish or reduce Developer's obligation to pay CSXT for CSXT Costs incurred in accordance with this Agreement. In the event of the termination of this Agreement or the work for any reason, CSXT's only remaining obligation to Developer shall be to refund to Developer payments made to CSXT in excess of CSXT Costs in accordance with Section 4. Developer shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or work on the Project by any party.

8. Insurance. In addition to the insurance that Developer requires of its Contractor, Developer shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit C. Neither Developer nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.
9. Ownership and Maintenance.
 - 9.1. By Developer. Developer shall own, maintain, inspect and repair, at its sole cost and expense, the Highway Traffic Signals and the interconnecting cable terminating at the common cable junction box. Developer shall be solely responsible for the provision of electricity and all other utilities necessary to the operation of such facilities. Upon the cessation of use of the Highway Traffic Signals and the interconnecting cable terminating at the common cable junction box, Developer shall remove the interconnecting cable and restore CSXT's property to its original condition, at Developer's sole cost and expense, to CSXT's satisfaction. CSXT hereby grants to Developer, insofar as CSXT has the right to do so, permission to access CSXT's property for the purposes maintaining, inspecting and repairing the Developer's interconnection cable, upon reasonable advance notice to CSXT and CSXT's prior approval. Developer agrees to reimburse CSXT for all costs and expenses incurred by CSXT for flagging and protective services provided by CSXT in connection with such activities, within thirty (30) days of delivery of an invoice for such costs and expenses to Developer.
 - 9.2. By CSXT. CSXT shall own, and shall maintain, at Developer's sole cost and expense, the preemption interconnection circuit only from the common cable junction box to the railroad cabinet. Developer agrees to reimburse CSXT for all such costs and expenses, within thirty (30) days following delivery of an invoice for such costs and expenses to Developer.
 - 9.3. By County. Upon completion of the Project, Developer shall deliver notice of completion to CSXT and County. County and CSXT shall promptly inspect the Project. If either County or CSXT notify Developer of its determination that the Project requires further work to comply with the Plans, Developer shall promptly perform such work and notify CSXT and County upon completion of such work. Upon completion of the Project in accordance with the Plans and to the satisfaction of CSXT and County, County shall accept Developer's obligations under Section 1.2, Section 9.1 and Section 9.2 of this Agreement.

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9.4. Alterations. Neither Developer, County nor CSXT shall change the effective circuits or equipment without the prior written concurrence of the other.

10. Indemnification.

10.1. Generally. To the maximum extent permitted by applicable law, including Section 768.26, Florida Statutes, Developer and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Developer or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Developer or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Developer, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. To the extent required by Section 725.06 Florida Statutes, the foregoing indemnification obligation shall be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

10.2. Compliance with Laws. Owner and its Contractors shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Owner's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

10.3. Operation of Preemption Interconnection. To the maximum extent permitted by applicable law, Owner and their Contractors shall indemnify, defend and hold harmless CSXT and its affiliates from and against, and releases CSXT and its affiliates from all liability for, all claims, demands, payments, suits, actions, judgments, settlements and damages of every nature, degree and kind (including direct, indirect, consequential, incidental and punitive damages), for the loss or damage to any property whatsoever (including, but not limited to, property owned by or in the care, custody or control of CSXT or its affiliates or Owner and/or its Contractors) and for any injury to or death of any person(s) (including, but not limited to, the employees of CSXT, its affiliates or Owner and/or its Contractors), arising directly or indirectly from: (1) the negligence, recklessness, or willful misconduct of Owner, its employees, agents or contractors in connection with the operation and maintenance of the Highway Traffic Signals and the interconnecting cable pursuant to this Agreement; or (2) defects, faults or inaccuracies in the sequence chart or preemption aspects of the interconnection with the Grade Crossing Warning Devices.

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- 10.4. "CSXT Affiliates". For the purpose of this Section 10, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 10.5. Notice of Incidents. Developer, County and their Contractors shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 10.6. No Insurance Limitations. The foregoing indemnification obligations of this Section 10 shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law.
- 10.7. Survival. The provisions of this Section 10 shall survive the termination or expiration of this Agreement.
11. Independent Contractor. The parties agree that neither Developer, County nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Developer, County or their Contractors, or the construction practices, procedures, and professional judgment employed by County or its Contractors to complete the Project. Notwithstanding the foregoing, this Section 11 shall in no way affect the absolute authority of CSXT to prohibit Developer, County or their Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
12. "Entire Agreement". This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of all parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
13. Waiver. If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other parties obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
14. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Neither Developer nor County shall assign their rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
15. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing

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by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as any party may designate by delivery of prior notice to the other parties:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Hal Gibson, Principal Engineer

If to Developer: Beacon Lakes Community Development District
210 N. University Drive, Ste. 702
Coral Springs, FL 33071
Attention: Pete Witschen

With copies to: Flagler Development Group
2855 LeJeune Road, 4th Floor
Coral Gables, FL 33134
Attention: Kolleen Cobb, Esq.

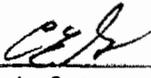
And copies to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Sun Trust Center, Sixth Floor,
515 East Las Olas Blvd.
Ft. Lauderdale, FL 33301
Attention: Dennis E. Lyles, Esq.

If to County: Miami-Dade County
111 N.W. 1st Street, 15th Floor
Miami, FL 33128
Attention: Medesto Nunez

16. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

17. Applicable Law. This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in ~~Duval~~ ^{Miami-Dade} County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in ~~Duval~~ ^{Miami-Dade} County, Florida.

~~Duval~~ ^{Miami-Dade}



CSX

COUNTY

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

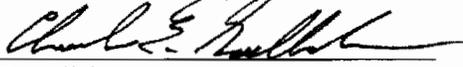
BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES

By: 
Name: Michael Vullis
Title: Chairman
Attest: _____
Date: _____

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: _____
Attest: _____
Date: _____

CSX TRANSPORTATION, INC.

By: 
Name: Charles E. Gullakson
Title: Assistant Chief Engineer – Public Projects
Date: 6/12/09

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

ACCT. CODE : 709 - 174831

Exhibit A

ESTIMATE SUBJECT TO REVISION AFTER: **8/2/2009** DOT NO.: **631 054 X**
 CITY: **Hialeah** COUNTY: **Dade** STATE: **FL**
 DESCRIPTION: **Preemption and widening of 137th Avenue crossing**

DIVISION: **Jacksonville** SUB-DIV: **Homestead** MILE POST: **SXL-1048.51**
 AGENCY PROJECT NUMBER: _____

PRELIMINARY ENGINEERING:

200 Labor (Non Contract)		\$	-
200 Additive	42.41%	\$	-
230 Expenses		\$	-
212 Contracted & Administrative Engineering Services		\$	-
Subtotal		\$	-

CONSTRUCTION ENGINEERING/INSPECTION:

200 Labor (Non Contract)		\$	810
200 Additive	42.41%	\$	344
230 Expenses		\$	141
212 Contracted & Administrative Engineering Services		\$	1,000
Subtotal		\$	2,295

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)		\$	-
050 Labor (Foreman/Inspector)		\$	-
070 Additive	144.11%	\$	-
	(Transportation Department)		
050 Additive	160.99%	\$	-
	(Engineering Department)		
230 Per Diem	(Engineering Department)	\$	-
230 Expenses		\$	-
Subtotal		\$	-

SIGNAL & COMMUNICATIONS WORK: (Details Attached) align="right">\$ 32,461

TRACK WORK: (Details Attached) align="right">\$ -

ACCOUNTING & BILLING:

040 Labor		\$	500
040 Additive	193.32%	\$	967
Subtotal		\$	1,467

PROJECT SUBTOTAL

900 **CONTINGENCIES:** 10.00% align="right">\$ 3,622

GRAND TOTAL ***** align="right">\$ 39,844

DIVISION OF COST:

Agency	100.00%	\$	39,844
Railroad		\$	-
TOTAL *****		\$	39,844

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: E. Olsen HDR Engineering, Inc.

DATE: 2/3/2009 REVISED: 3/17/2009

Form Last Revised: 11.25.08

Project Summary Sheet

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Estimate No. 114884
CSX Transportation
 Widening of NW 137th Ave. with preemption
 Hialeah, FL

DOT: 631054X

OP: 174831

CSX Project: FL2008104

Summary

Material	\$ 75,147
Sales Tax	\$ 5,260
Labor:	
Construction Labor (137 man-days).....	\$ 29,602
Shop Labor (5 man-days).....	\$ 800
Subsistence (73 man-days).....	\$ 7,665
Railroad Engineering, Preliminary	\$ 4,448
Railroad Engineering, Construction	\$ 4,440
Additives to Construction Labor	\$ 22,507
Additives to Shop Labor	\$ 704
Additives to Engineering	\$ 3,770
Equipment Expenses (16 work days).....	\$ 10,400
Waste Management (16 work days).....	\$ 384
Contract Engineering	\$ 13,584
Freight	\$ 6,000
Poleline Removal	\$ 0
AC Power Service	\$ 2,500
Salvage	\$ -1
<hr/>	
TOTAL ESTIMATE COST	\$ 187,210

Date: 01/26/2009

Estimated By: Warren Wroten

NOTE: This estimate should be considered void one year from date of estimate.

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**Shop Material List for CSX Project: FL2008104 (Effective: 01/26/2009)
Installation of FLS&G
Hialeah, FL - SXL 48.51**

Catalog Num	Cond	Unit Price	Qty	Cost Description
020-0003386	1	6781.00	1	6781.00 HOUSE 6X6L ALUM INCLUDES 5 SHELFs, FARADAY CLOSET, 240V
020-0016116	1	337.12	3	1011.36 DRIVER MODEL TD-1A TRACK ELECTRO PNEUMATIC
020-0016117	1	203.84	1	203.84 GENERATOR MODEL ACG-2T AC ELECTRO PNEUMATIC
020-0017120	1	12.44	6	74.64 BLOCK TERMINAL 12 POST SINGLE STRIP AAR 14.1.6 WITH 1 AAR
020-0017125	1	3.96	6	23.76 BLOCK TERMINAL 2 POST AAR 14.1.8 WITH 1 AAR 14.1.11
020-0018234	1	34.37	1	34.37 CABLE CONVERTER PROTOCOL/MEDIA WAYSIDE ACCESS
020-0021965	1	8.96	1	8.96 EXTRACTOR DWG 59688-4 TERMINAL GRS CAT P3-308 REF
020-0022651	1	46.10	7	322.70 PLUGBOARD KIT TYPE B1 OR ST1 RELAY ASSEMBLY WITH 12 EACH
020-0022701	1	72.80	23	1674.40 ARRESTER LPC 15012-1 0-30V DC OR 0-24V AC RATED AT 15 AMP
020-0025595	1	20.72	1	20.72 WRENCH DWG 55393-3 GR1 "E" TERMINAL POST NUT GRS CAT
020-0053360	1	415.52	3	1246.56 CHARGER BATTERY ELC 12/20 S 20 AMP 10-19.9 VDC ROTARY SW
020-0053510	1	233.11	1	233.11 KIT 240V AC EMERGENCY GENERATOR CABLE AND
020-0055602	1	11.39	1	11.39 RELAY POTTER BRUMFIELD KHAU17D12-12V 160 OHMS
020-0056514	1	9.32	4	37.28 SOCKET RELAY POTTER & BRUMFIELD 27E166 NEWARK
020-0056863	1	537.60	1	537.60 TIMER SLT-1 15 MINUTES GETS P/N 800-086000-025
020-0056920	1	39.99	3	119.97 RESISTOR ADJUSTABLE 0.770 TO 8.00 OHMS SAFETRAN 029603-4X
020-0064060	1	16.12	2	32.24 PLATE MOUNTING FOR 2 TYPE KHAU RELAY SOCKETS ON GRS B1
020-0660077	1	568.96	1	568.96 ARRESTER GE 9L10KAC213 FOR 240 VOLT SINGLE PHASE 3 WIRE
020-0770060	1	13.04	12	156.48 ARRESTER US&S N451552-0201 TRACK SERIES RED LABEL USGA
020-0770105	1	22.40	3	67.20 ARRESTER HARMON 202217-000 AGE-1 TRACK AIR GAP EQUALIZER
020-1940055	1	8.50	1	8.50 CONTAINER CIRCUIT PRINT 24" SCHEDULE 20 4" PVC PIPE WITH
020-2503079	1	507.36	2	1014.72 MODULE SAFETRAN GROUND FAULT DETECTOR (A80297-2) USED WITH
020-2503090	1	940.56	1	940.56 CONVERTER PROTOCOL/MEDIA WAYSIDE ACCESS GATEWAY (WAG)
020-2503200	1	835.22	1	835.22 KIT SAFETRAN GCP-4000 ILOD PKG. FOR USE WITH SEAR-III
020-2503202	1	1088.54	1	1088.54 KIT SAFETRAN GCP-4000 KEY DOWN PACKAGE ADDS REMOTE KEY

**Shop Material List for CSX Project: FL2008104 (Effective: 01/26/2009)
Installation of FLS&G
Hialeah, FL - SXL 48.51**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-2503210	1	14518.43	1	14518.43	PREDICTOR SAFETRAN GCP-4000 2-TRK DUAL CASE W/RECORDER
020-2901190	1	11.39	3	34.17	RELAY POTTER BRUMFIELD KHAU17A12-120 3900 OHMS
020-3430110	1	268.93	3	806.79	RELAY SAFETRAN 400004 500 OHMS CONTACTS 4FB-2F-1B CSX
020-3430130	1	351.27	1	351.27	RELAY SAFETRAN 400023 500 OHMS CONTACTS 6FB HEAVY DUTY
020-3430150	1	301.87	3	905.61	RELAY SAFETRAN 400510 2.0 OHMS CONTACTS 4FB-2F-1B CSX
020-3650044	1	32.69	3	98.07	RESISTOR ADJUSTABLE 1.530 TO 16.00 OHMS SAFETRAN 029603-7X
020-3650750	1	0.85	2	1.70	RESISTOR FIXED 1000 OHMS 3W 5% TOLERANCE RS-2B WIREWOUND,
020-3652615	1	34.00	1	34.00	RESISTOR ADJUSTABLE 0.340 TO 3.00 OHMS 2.24A 15W SAFETRAN
020-4200100	1	6.04	2	12.08	CONNECTOR BUS 1" CENTERS 1/2" X 36" 18 GAGE PUNCHED 1/4" X
020-4200340	1	1.65	12	19.80	LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200350	1	2.04	13	26.52	LINK TEST ASSEMBLY 2-3/8" CENTERS COMPLETE WITH
020-8000067	1	14.42	2	28.84	LOCK AMERICAN H10SIGRA CSX SIGNAL PADLOCK WITH BLACK
022-8005160	1	601.05	1	601.05	KIT CDMA AND VHF RADIO MATERIAL FOR USE WITH CSX
Total Cost: \$				34,492.41	

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**Field Material List for CSX Project: FL2008104 (Effective: 01/26/2009)
Installation of FLS&G
Hialeah, FL - SXL 48.51**

Catalog Num	Cond	Unit Price	Qty	Cost Description
013-5000050	1	267.00	4	1068.00 JOINT INSULATED ENCAPSULATED 115RE 36-1/2"LONG 6-1/2 X
013-5000274	1	1082.00	4	4328.00 JOINT INSULATED 115RE 36'-0" EPOXY ASSEMBLED WITH HEAD
020-0013475	1	1.84	112	206.08 CONNECTOR TRACK "CHICKEN HEAD" WITH 3/16" BOND STRAND
020-0013555	1	402.19	1	402.19 BOX JUNCTION 8 WAY ALUMINUM INCLUDES 2 EACH 4 POST
020-0013686	1	40.43	3	121.29 BOOTLEG KIT CSX RAIL CONN W/15 FT 3/16 IN BDSTRAND 6/64
020-0013908	1	7.15	350	2502.50 CABLE UG COMPOSITE 19 CONDUCTOR INCLUDES 13
020-0016115	1	118.72	3	356.16 RECTIFIER TRACK CIRCUIT EPC 800-004080-000 MODEL RING-10
020-0025145	1	465.70	3	1397.10 SHUNT ENCLOSURE INTERRAIL P/N IRS-SE8A WAYSIDE MOUNT
020-0028880	1	15.02	30	450.60 BIT BONDING DRILL 3/8" COBALT WITH TIN COATING, SPECIAL
020-0052475	1	11.20	4	44.80 ARM EXTENSION 10-1/2" ALUM WITH 3/8" DIAMETER MOUNTING
020-0053065	1	3.45	60	207.00 BOND HEAD OF RAIL TRACK CONNECTOR 3/16" X 6-1/2"
020-0053220	1	2.59	150	388.50 CABLE POWER UG 3 COND NO 6 AWG, SHOW LENGTH ON EACH
020-0053245	1	1.72	150	258.00 CABLE UG 3 COND NO 9 AWG SOLID C CSX SPEC SS796 SHOW
020-0054073	1	161.70	2	323.40 BRACKET ASSY GATE ARM CONVERSION INCLS BRKT MTG
020-0055421	1	18.61	6	111.66 BRACKET SIGN 4" OR 5" MAST W/1/2" U-BOLT FOR ALL SIGNS
020-0056602	1	5344.43	2	10688.86 SIGNAL 0222-L GCWD GATE ASSY DWG SS222 INCLS ADJ 29 TO 38
020-0057275	1	1.21	500	605.00 WIRE UG TRACK TWISTED PAIR NO. 6 AWG SOLID CONDUCTOR
020-1040322	1	168.00	30	5040.00 BATTERY SAFT SPL165, 165 AH POCKET PLATE NICKEL CADMIUM
020-1040540	1	31.36	4	125.44 TRAY BATTERY FIBER CO 82687-1-P 12" WIDTH 24" LONG
020-1040550	1	45.92	1	45.92 TRAY BATTERY FIBER CO 82687-3-P 12" WIDTH 38"
020-1150750	1	0.80	200	160.00 BOND STRAND 3/16" DIA 7 STRANDS OF 19 STR EACH 6 WITH
020-1360014	1	785.61	1	785.61 PACKAGE FOREMANS CARE FOR ALUMINUM TYPICAL BOM FOR USE
020-1360016	1	20.26	1	20.26 PACKAGE SAFETY & SECURMENT WITH 1 EA CAUTION TAG 1 EA
020-1360103	1	1381.37	1	1381.37 LAYOUT METER SERVICE WITH 25' POLE CSX DWG SS351 SH 2 ITEMS
020-2503077	1	356.16	1	356.16 BELL SAFETRAN ELECTRONIC BELL AND SENSOR UNIT (A80301-2)

**Field Material List for CSX Project: FL2008104 (Effective: 01/26/2009)
Installation of FLS&G
Hialeah, FL - SXL 48.51**

Catalog Num	Cond	Unit Price	Qty	Cost Description
020-2503078	1	110.39	2	220.78 MODULE SAFETRAN GATE TIP SENSOR (A80281-2) USE WITH
020-2503092	1	21.56	2	43.12 KIT GATE TIP SENSOR RETAINING BRACKET INSTALLATION KIT,
020-3901895	1	84.00	2	168.00 TIP FLEX HWY CROSSING GATE 24 IN LONG RED & WHITE STRIPES
020-3930010	1	3.70	2	7.40 KIT GATE ARM WARNING STICKER KIT INCLUDES 1-EA 5"X3"
020-3940175	1	59.40	2	118.80 BRACKET FG GATE ARM HIGH WIND SUPT ASSY FLEXIBLE TYPE L&W
020-4200340	1	1.65	29	47.85 LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200900	1	0.22	6	1.32 CONNECTOR SHEATHING AMP 329860 FOR NO. 14 WIRE
020-4201042	1	0.20	40	8.00 NUT HEX BINDING (RSA NUT) AAR 14.1.11-6 14-24 NS-2 THD CONE
020-4201043	1	0.18	250	45.00 NUT HEX CLAMP (FLAT NUT) AAR 14.1.11-7 14-24 NS-2 THD FLAT
020-4201044	1	0.10	200	20.00 WASHER AAR 14.1.11 ROUND COPPER NICKEL PLATED FOR AAR
020-9999991	1	100.00	1	100.00 BLOCKING AND BRACING FOR PROJECTS BURCO DIST
250-0001827	1	13.49	1	13.49 BREAKER CIRCUIT SQ D QO235
280-8020180	1	54.50	8	436.00 WELD FIELD COMPLETE 136RE RAILTECH BOUTET P/N
360-0006100	1	35.07	1	35.07 STOOL STEP WOOD 14"X 20" SIGNAL MAINTAINERS CSXT
360-0800145	1	4.25	1	4.25 BROOM WAREHOUSE CORN HVY DUTY ID300
Total Cost: \$				32,642.98

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**Consumables List for CSX Project: FL2008104 (Effective: 01/26/2009)
Installation of FLS&G
Hialeah, FL - SXL 48.51**

Catalog Num	Cond	Unit Price	Qty	Cost Description
N/A		500.00	1	500.00 CELLULAR MODEM RAVEN AIR LINK COMMUNICATIONS
N/A		50.00	40	2000.00 FILL MATERIAL, 1 CUBIC YARD
N/A		800.00	1	800.00 WALKWAY ROCK, 10 CUBIC YARDS
020-0017605	1	0.30	600	180.00 WIRE CASE 10 AWG FLEX CSX SPEC SS796 OKONITE
020-0017607	1	0.72	750	540.00 WIRE CASE TW PR NO 10 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017625	1	0.44	200	88.00 WIRE CASE TW PR NO 14 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017630	1	0.13	200	26.00 WIRE CASE NO 16 AWG FLEX CSX SPEC SS796 FURN 1000 FT SPOOL
020-0017635	1	0.80	150	120.00 WIRE SIGNAL DEL 018 NO 6 COPPER STRANDED SINGLE
020-0028610	1	0.41	100	41.00 TERMINAL RING AMP 35628 YELLOW PLASTI-BOND HVY DUTY
020-1710045	1	3.13	250	782.50 CONDUIT SDR 13.5 4" POLYETHYLENE TRENCHLESS
020-2060072	1	778.40	2	1556.80 FOUNDATION HELICAL SCREW-IN ASSEMBLY 7' X 10" COMPLETE
020-2060074	1	571.20	2	1142.40 EXTENSION 10" X 3' USE WITH XING GATE AND SIGNAL MAST
020-3261960	1	18.82	2	37.64 DECAL (DO NOT ORDER, CALL SIGNAL SHOP) ASSY 5" BLACK
020-3261970	1	9.41	2	18.82 DECAL ASSY 2" BLACK PRESSURE SENSITIVE VINYL PRE-MASKED
020-4200880	1	0.53	2	1.06 CONNECTOR TERMINAL 2-3/8" CENTERS AAR 14.1.15-4 NICKEL
020-4200892	1	0.44	35	15.40 CONNECTOR TERMINAL 1" CENTERS AAR 14.1.15-3 NICKEL PLATED
020-4251190	1	0.47	120	56.40 TERMINAL RING AMP 35627 BLACK PLASTI-BOND WIRE SIZE 10-12
020-4251290	1	0.59	50	29.50 TERMINAL WIRE AMP 322051 BLUE WIRE SIZE NO 6 AWG 1/4" STUD
020-4251295	1	0.71	8	5.68 TERMINAL WIRE AMP 322007 BLUE WIRE SIZE NO 6 AWG 3/8" STUD
020-9999992	1	50.00	1	50.00 HOUSE, SIGNAL HANDLING CHARGE, BURCO DISTRIBUTION
450-0019212	1	0.20	100	20.00 SCREW 10 X 1" SHT METAL PAN HD TYPE A COARSE THREAD
Total Cost: \$				8,011.2

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Project: FL: Hialeah, Miami-Dade County
Preemption at NW 137th Avenue
Jacksonville Division, Homestead Subdivision
631 054 X; SXL-1048.51
CSXT OP# 174831

EXHIBIT B

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Developer will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Developer. Developer shall make such additional deposit within 30 days following delivery of such invoice to Developer. In no event shall CSXT be required to incur Reimbursable Expenses in excess of payments received by CSXT, and CSXT may cease work on the Project pending payment of such excess, without notice to Developer.

EXHIBIT C

INSURANCE REQUIREMENTS

I. Insurance Policies:

Developer and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.
 - d. Name and Address of Contractor and Developer must be shown on the Declarations page.
 - e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - g. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240

Project: FL: Hialeah, Miami-Dade County
Preemption at NW 137th Avenue
Jacksonville Division, Homestead Subdivision
631 054 X; SXL-1048.51
CSXT OP# 174831

h. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (f) or (g) above.
- (v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Donna G. Melton
Risk Manager, Planning & Analysis
CSX Transportation, Inc.
500 Water Street -- C907
Jacksonville, FL 32202
904-359-1247 (Phone)
904-245-3506 (Fax)

2. Neither Developer nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

Project: FL: Hialeah, Miami-Dade County
Preemption at NW 137th Avenue
Jacksonville Division, Homestead Subdivision
631 054 X; SXL-1048.51
CSXT OP# 174831

EXHIBIT D

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

[IDENTIFY PLANS AND SPECIFICATIONS BY DATE, PREPARER, TITLE, PROJECT NUMBER, ETC.]

CSX / Safetran Crossing Layout No. SX104851.H01 dated 7/22/08

CSX / Safetran Circuit Plans – Project No. FL2008104 dated 1/76/09

Fandrei Consulting, Inc. Signalization Plan – Project No. 0812 dated 12/18/08

INDEX CONTENTS

SN. NO.	DESCRIPTION	REVISION NO.								
		1	2	3	4	5	6	7	8	9
E01	INDEX AND REVISIONS									
S01	TRACK AND SIGNAL PLAN									
P01	HINDROR PROGRAM STEPS REPORT CNE-S1									
E01	POWER DISTRIBUTION									
C01	DETECTION DEVICE CONSIST CNE-S1									
C02	DETECTION CIRCUITRY CNE-S1									
C03	DETECTION CIRCUITRY CNE-S1									
C04	CROSSING WARNING DEVICE GATE CIRCUITRY									
C05	CROSSING WARNING DEVICE LIGHT CIRCUITRY									
C06	CROSSING WARNING DEVICE CIRCUITRY									
C07	SEAR T11 CONFIGURATION & FUNCTIONS									
C08	STYLE C CIRCUITS									

= PLANS SENT TO FIELD (DISTRIBUTED)
 = PLANS AS-IN-SERVICED (UP TO DATE)

REVISIONS			
REV. NO.	PROJECT NO.	DESIGN DATE	IN SERVICE DATE
1	FL2800184	01-07-89	

TO BE COMPLETED ON A.I.S.

NEW YORK

 PROJECT NO. FL2800184
 DESIGNED BY: EGP/235
 DATE: 01-07-89

41.101
 REV. 12-19-88
 DESIGN DATE REV. NO.
 01-07-89 1


RAIL TRANSPORT GROUP ENGINEERING COMMUNICATIONS AND SIGNALS
LENIGH SPUR
 N.W. 130TH AVENUE 83180X
 LENOIR, FL M.P. 51L-48-51

DESIGNED SHE/CEP	DIGITIZED SHE/CEP	CHECKED SHE/MS	DATE
-----	-----	-----	01-07-89

DRAWING SHEET NO.	FILE	SHEET
-----	-----	51L04051

Minimum Program Steps Report

Location and SIN

DOT Number: 631054X
Milepost Number: SXL-48.51
Site Name: HW 137th Avenue

SIN: 712543600816 *

* Parameter is part of office check number calculation.

HCF and Template Selection

HCF Name: GCP-T6X-02-1.maf
HCF Revision: 021
HCF CRC: 60766435

Template = 1A:6 Trk B1 *

* Parameter is part of office check number calculation.

Minimum Program Steps

TEMPLATE: preemption
Preempt Logic Simul *
Preempt With IP Used = No *

TEMPLATE: track 1-81, Island

Track 1 : GCP Frequency = Not Set (See Plans)
Track 1 : Approach Distance = 9999 ft (See Plans)
Track 1 : GCP Transmit Level = Medium (Set in Field)

TEMPLATE: AND 1 XR
AND 1 Enable Used = Yes *

TEMPLATE: SSSC

SSC1/2 ops Coupled = No *
SSC-1 Number of GP = 1 *
SSC-2 Number of GP = 1 *
SSC-3 Number of GP = 1 *
SSC 1 : Lamp Neutral Test = Off (Set in Field)
SSC 2 : Lamp Neutral Test = Off (Set in Field)

TEMPLATE: OP assignment

OUT 1,1 = Sim Preempt *

TEMPLATE: IP assignment SSSC

IN 7,2 = AND 1 XR Enable *
IN 8,4 = GP 2,1 *
IN 8,5 = GP 2,1 *

BASIC: HS/GCP operation

Track 1 : HS/GCP operation = No *

BASIC: island operation

Track 1 : Island Used = No *

ADVANCED: site options

Daylight Savings = 0n *

SSCC: 1
SSCC-1 Gate Delay = 5 sec *
SSCC 1 : Flash Rate = 55 *

SSCC: 2
SSCC-2 Gate Delay = 5 sec *
SSCC 2 : Flash Rate = 55 *

SEAR: slot 7-8
DI 1 = Gnd Flt Tester 1 *
DI 2 = Gnd Flt Tester 2 *
RI 1 = Ground Fault Test *
RI 2 = AC Control *

IN 7,1 = ISS 1 * inputs
IN 8,1 = ISS 2 *
IN 8,3 = POK 2 *

* Parameter is part of office check number calculation.

Check Numbers

Office Check No. (DI 4,5,0): 5F1AF0B1
Office Check Number: 5F1AF0B1
Ctrl Gp. Check Number: 03C4AC95
(Based on HCF Revision 021)

Parameters not part of office check number calculation:

Track 1 : GCP Frequency = Not Set (See Plans)
Track 1 : Approach Distance = 9999 ft (See Plans)
Track 1 : GCP Transmit Level = Medium (Set in Field)
SSCC 1 : Lamp Neutral Test = Off (Set in Field)
SSCC 2 : Lamp Neutral Test = Off (Set in Field)

NEW YORK
BARTHRAN
CORPORATION
PROJECT # FICE000106
DATE: 01-07-09

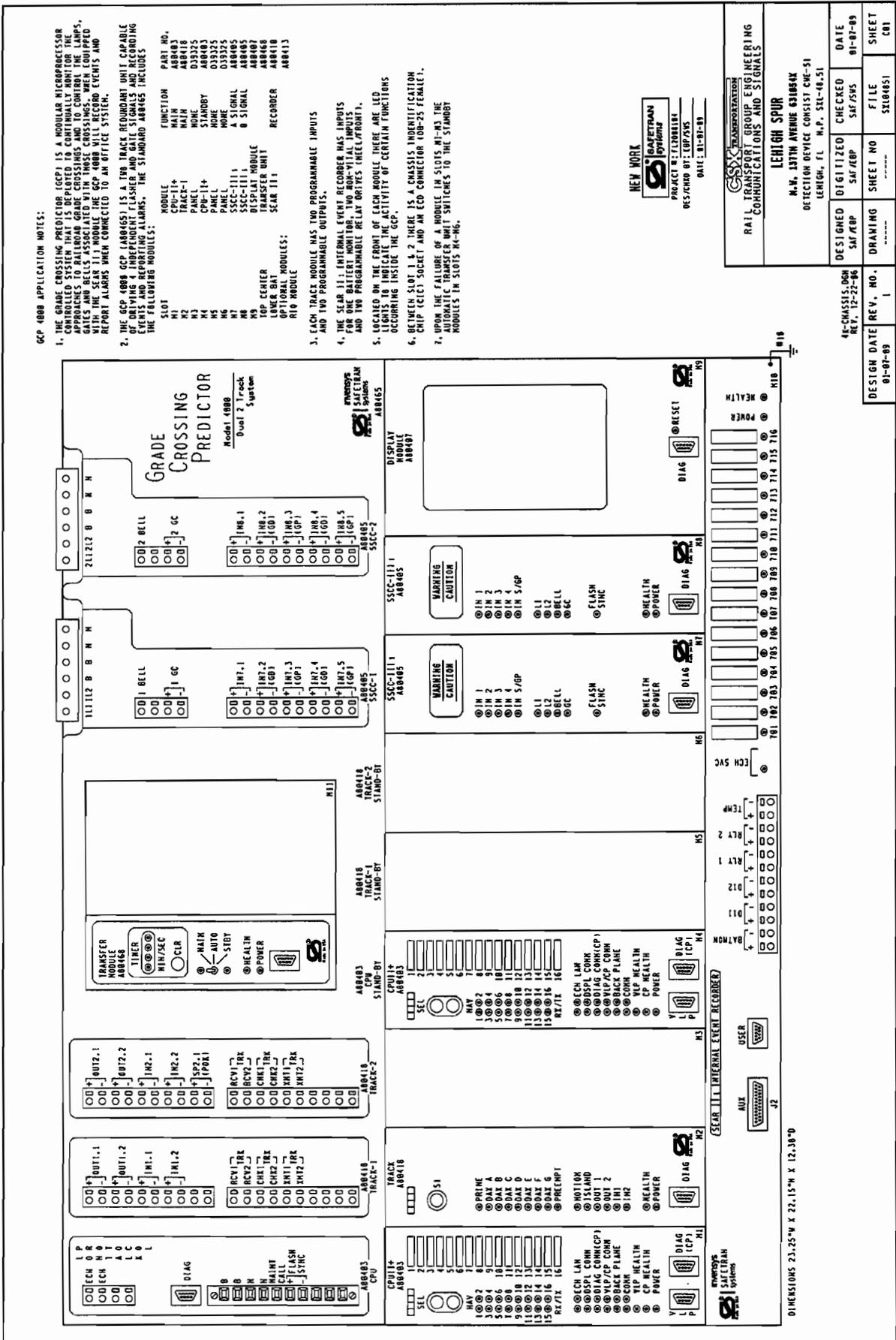
RAIL TRANSPORT GROUP ENGINEERING
COMMUNICATIONS AND SIGNALS

LEHIGH SPUR

M. W. 137TH AVENUE 03185K
MINIMUM PROGRAM STEPS REPORT CW-51
LEHIGH, FL M.P. 51L-48.51

DESIGNED SAF/REP	DIGITIZED SAF/REP	CHECKED SAF/SHS	DATE 01-07-09
4L/PB1 REV. 11-09-07			
DESIGN DATE 01-07-09	REV. NO. 1	SHEET NO -----	SHEET P81

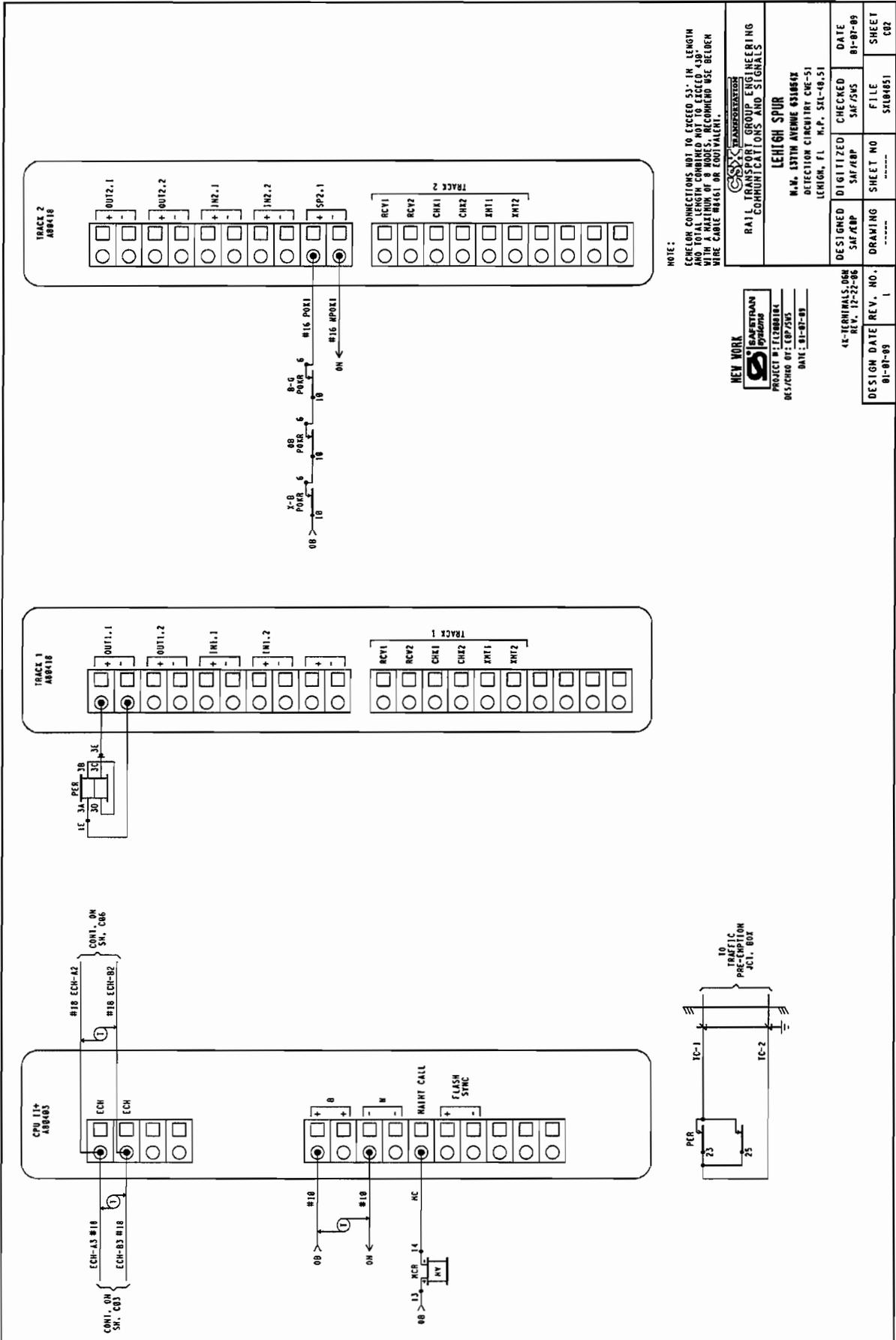
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GCP 4880 APPLICATION NOTES:

1. THE GRADE CROSSING PREDICTOR (GCP) IS A MODULAR MICROPROCESSOR CONTROLLED SYSTEM THAT IS DEPLOYED TO CONTINUALLY MONITOR THE APPROACHES TO RAILROAD GRADE CROSSINGS AND TO CONTROL THE LAMPS, SIGNALS AND BELL SYSTEMS TO BE USED AT THE CROSSING. THE GCP 4880 WITH THE SEAR 111 MODULE THE GCP 4880 WILL RECORD EVENTS AND REPORT ALARMS WHEN CONNECTED TO AN OFFICE SYSTEM.
2. THE GCP 4880 GCP (MODULES) IS A TWO TRACK RECORDING UNIT. CAPABLE OF DETECTING IMPENDING FLASHER AND GAT SIGNALS AND RECORDING EVENTS AND REPORTING ALARMS. THE STANDARD 4880S INCLUDES THE FOLLOWING MODULES:

SLOT	MODULE	FUNCTION	PART NO.
M1	CPU-11+	MAIN	AB0403
M2	TRAC-1	MAIN	AB0418
M3	TRAC-2	MAIN	AB0418
M4	CPM-1+	STANDBY	AB0403
M5	PANEL	NONE	039325
M6	PANEL	NONE	039325
M7	S5CC-111	A SIGNAL	AB0405
M8	S5CC-111	B SIGNAL	AB0405
M9	SEAR 111	TRANSFER UNIT	AB0405
M10	SEAR 111	RECORDER	AB0418
M11	OPTIONAL MODULES:		
M12	TOP CENTER		
M13	LOWER GAT		
M14	R10 MODULE		
3. EACH TRACK MODULE HAS TWO PROGRAMMABLE INPUTS AND TWO PROGRAMMABLE OUTPUTS.
4. THE SEAR 111 INTERNAL EVENT RECORDER HAS INPUTS AND OUTPUTS FOR THE SEAR 111 AND THE PROGRAMMABLE RELAY OUTPUTS (IEEE/RS-232C).
5. LOCATED ON THE FRONT OF EACH MODULE THERE ARE LED INDICATORS FOR THE STATUS OF THE MODULES AND THE ACTIVITY OF CERTAIN FUNCTIONS OCCURRING INSIDE THE GCP.
6. BETWEEN SLOTS 1 & 2 THERE IS A EMERGENCY IDENTIFICATION SWITCH (E.I.S.) WHICH IS USED TO IDENTIFY THE GCP.
7. UPON THE FAILURE OF A MODULE IN SLOTS M1-M3 THE AUTOMATIC TRANSFER SWITCHES TO THE STANDBY MODULES IN SLOTS M4-M6.

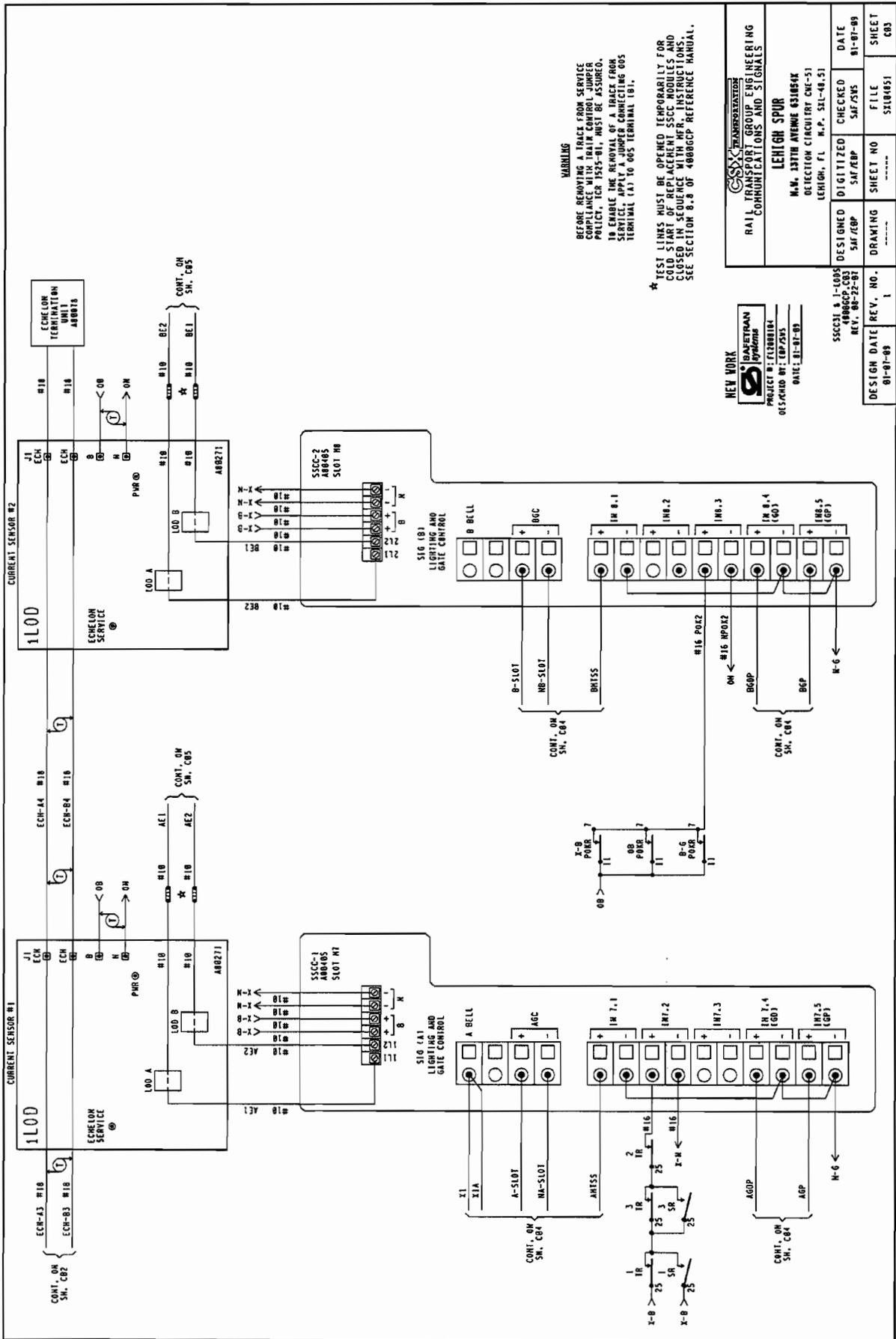


NEW YORK
BAFSTRAMAN
INCORPORATED
 PROJECT #12222222
 DES/PRO #1: 07/2/05
 DATE: 01-07-09

RAIL TRANSPORT GROUP ENGINEERING
COMMUNICATIONS AND SIGNALS
LEHIGH SPUR
 N.W. 13TH AVENUE 631064X
 DETECTION CIRCUITRY CNE-51
 LEHIGH, FL M.P. 54L-10.51

DESIGNED	DIGITIZED	CHECKED	DATE
SAT/REP	SAT/REP	SAT/REP	81-07-09
DRAWING	SHEET NO	FILE	SHEET
81-07-09	1	SI04051	002

NOTE:
 SCHEDULE CONNECTIONS NOT TO EXCEED 53' IN LENGTH
 AND TOTAL LENGTH IN COMBINED NOT TO EXCEED 430'
 WHEN ALL CABLES ARE INSTALLED. CONSIDER USE BETWEEN
 WIRE CABLE #1641 OR EQUIVALENT.



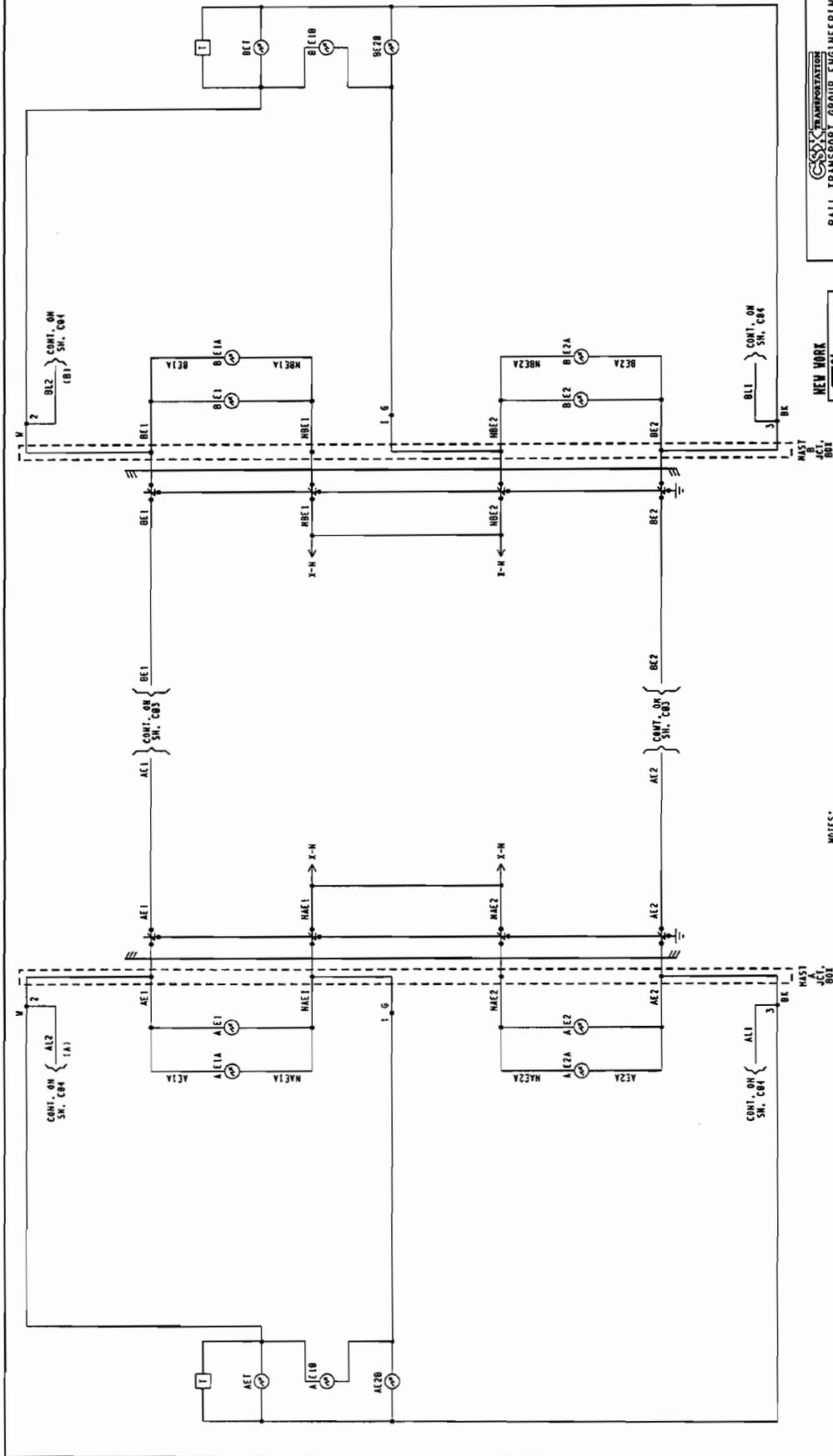
WARNING
 BEFORE REMOVING A TRACE FROM SERVICE
 THE FOLLOWING MUST BE ASSURED:
 1. THE TRACES MUST BE IDENTIFIED.
 2. THE REMOVAL OF A TRACE FROM
 SERVICE MUST BE DONE IN ACCORDANCE WITH
 THE FOLLOWING INSTRUCTIONS:
 TERMINAL (A) TO 405 TERMINAL (B),

* TEST LINES MUST BE OPENED TEMPORARILY FOR
 COLD START OF REPLACEMENT SSCC MODULES AND
 CLOSED IN SEQUENCE WITH MFR. INSTRUCTIONS.
 SEE SECTION B.8 OF 4808GCP REFERENCE MANUAL.

NEW WORK
 BAWETMAN
 PROJECT # 121200104
 DESIGNED BY: EDP/295
 DATE: 01-07-09

RAIL TRANSPORT GROUP ENGINEERING COMMUNICATIONS AND SIGNALS	
M.W. 13710 AVENUE 631061X DETROIT CIRCUITRY CHE-51 LENOIR, FL M.P. 51L-48.51	
DESIGNED	CHECKED
DATE	DATE
8/1-07-09	8/1-07-09
DRAWING	SHEET NO
FILE	SHEET
5116051	003

SSCC31 & 1-1005	DESIGNED	DIGITIZED	CHECKED	DATE
4808GCP-C03	8/1/09	5/17/09	5/17/09	8/1-07-09
REV. 08-22-07	DRAWING	SHEET NO	FILE	SHEET
8/1-07-09	1	5116051	003	003



NEW WORK
RAIL TRANSPORT GROUP ENGINEERING
COMMUNICATIONS AND SIGNALS

LEHIGH SPUR
 N.W. 137th AVENUE #310004
 CROSSING WARNING OFFICE LIGHT CIRCUITRY
 LEMHUR, FL N.P. 531-44-51

DESIGNED	DATE
5/4/78P	01-07-89
DRAWING	SHEET NO
1	1
REV. NO.	FILE
1	53104451
CHECKED	SHEET
5/4/79S	01-07-89
DIGITIZED	CBS

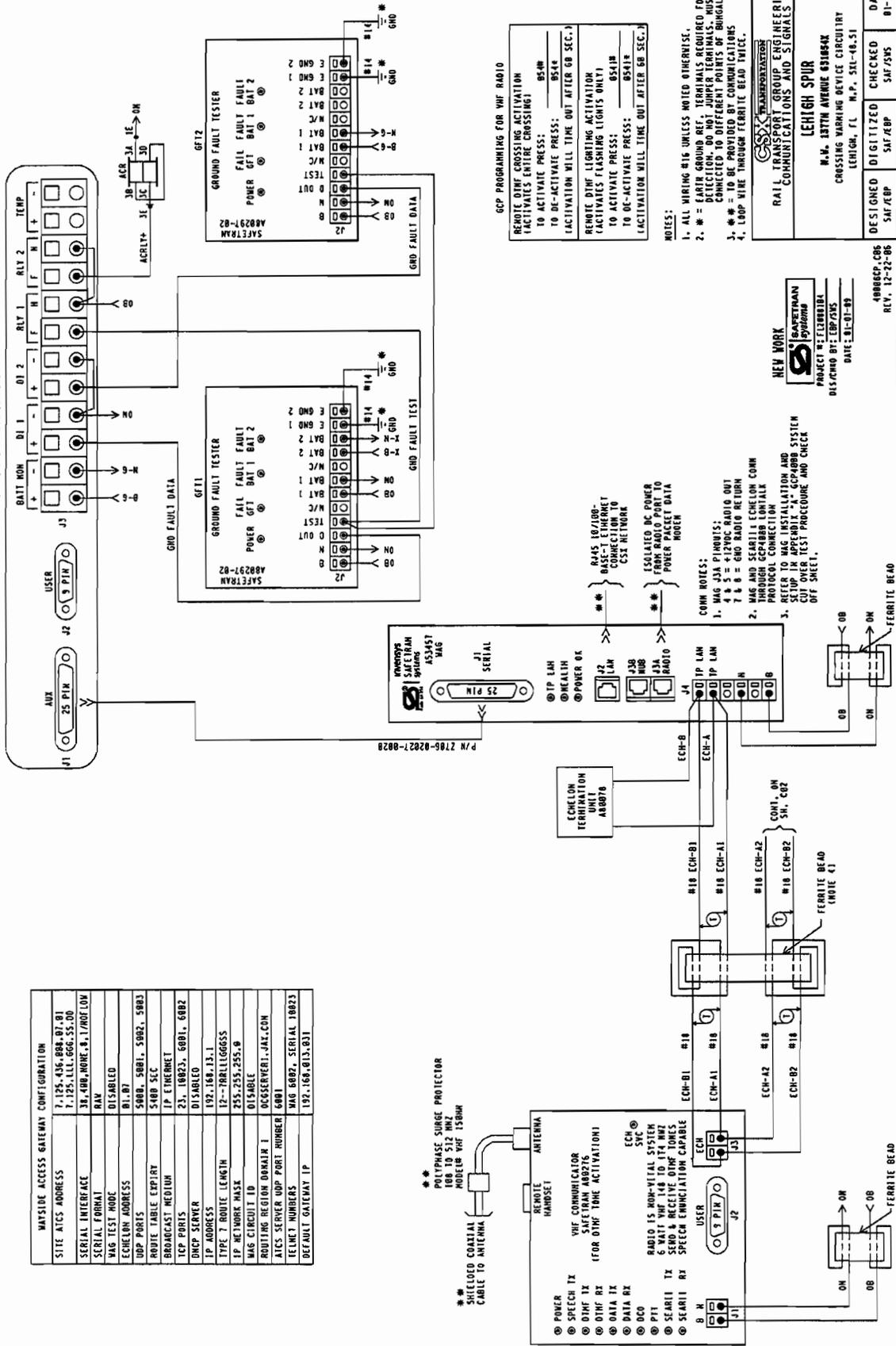
14-LAMP WIRING.DGN
 REV. 08-28-86

PROJECT: 53104451
 DESIGNED BY: 53104451
 DATE: 01-07-89

- NOTES:
1. [Symbol] = TERMINAL IN JUNCTION BOX.
 2. [Symbol] = TIP SENSOR.
 3. REFER TO ALL BUSES AND LIGHT CIRCUITS ARE #10 FLEX.
 4. UNLESS NOTED ALL OTHER WIRING #10.
 5. CABLEING SPECIFICATIONS SHOWN ON SH. 501.
 6. [Symbol] = TIP SENSOR.

SEAR 113 INTERNAL EVENT RECORDER I/O

MYSIDE ACCESS GATEWAY CONFIGURATION	
SITE ATCS ADDRESS	7,125,486,888,07,01 7,125,486,888,07,01
SERIAL INTERFACE	36,480,MOHE,8,1/MOFL0V
SERIAL FORMAT	RAW
WAS TEST MODE	DISABLED
ECHOLON ADDRESS	81,07
UDP PORTS	5000, 5001, 5002, 5003
BROADCAST MEDIUM	5400 SEC
IP ETHERNET	DISABLED
DNCP SERVER	23, 10023, 6001, 6002
IP ADDRESS	192,168,13,1
IP NETWORK MASK	255,255,255,0
WAS CIRCUIT ID	015400E
ROUTING REGION DOMAIN 1	00000001
ATCS SERVER UDP PORT NUMBER	6001
DEFAULT GATEWAY IP	192,168,013,031



GP PROGRAMMING FOR VHF RADIO

REMOTE DIMM CROSSING ACTIVATION
ACTIVATES ENTIRE CROSSING!

TO ACTIVATE PRESS: 054#
TO DE-ACTIVATE PRESS: 054#
LACTIVATION WILL TIME OUT AFTER 60 SEC.)

REMOTE DIMM LIGHTING ACTIVATION
(ACTIVATES FLASHING LIGHTS ONLY)

TO ACTIVATE PRESS: 054#
TO DE-ACTIVATE PRESS: 054#
LACTIVATION WILL TIME OUT AFTER 60 SEC.)

- NOTES:**
1. ALL WIRING #16 UNLESS NOTED OTHERWISE.
 2. * = EARTH GROUND REF. TERMINALS REQUIRED FOR DETECTION. DO NOT JUMPER TERMINALS. MUST BE CONNECTED TO COMMON RAIL OF BANGLOW.
 3. ** = TO BE PROVIDED BY CONTRACTOR.
 4. LOOP WIRE THROUGH FERRITE BEAD TWICE.

NEW WORK

SAFEIRAN
System

PROJECT FILE NUMBER: 480627-06
DATE: 01-07-99

RAIL TRANSPORT GROUP ENGINEERING
COMMUNICATIONS AND SIGNALS

LENIGH SPUR
M.W. 187TH AVENUE 031804K
CROSSING WARNING DEVICE CIRCUITRY
LENIGH, FL M.P. 54L-48.51

DESIGNED	480627-06	DESIGN DATE	01-07-99
SAF/EP	REV. 12-22-06	REV. NO.	1
CHECKED	SAF/SVS	DRAWING NO.	480627-06
DIGITIZED	SAF/EP	SHEET NO.	1
FILE	5140651	SHEET	06

NOTE TO INSPECTOR: SEE SECTION 11.1 OR UPDATE OF THE SERVICE OF THE CONTROL PROGRAM OR 11.5 CSET APPLICATION PROGRAM. NOTE THE VERSION NUMBER OF EACH PROGRAM MUST IN THE BLANK FIELDS.

DEFAULTS AND/OR STYLE	FIELD RECORD
SEAR 11.1 EXECUTIVE PROGRAM	VERSION: 2V22A00L
APPLICATION PROGRAM (IF LOADED)	VERSION: 2V22A00L
DATE/TIME	LED DISPLAY
AUTOMATIC BST ADJUSTMENT	YES
TIME ZONE	EASTERN
SITE NAME	R.W. 137TH AVENUE
MILEPOST	52L-48-51
DOT NUMBER	631851X
TESTER TYPE	CROSSING
DATE FORMAT	MM-DD-YY
TEMP FORMAT	FAHRENHEIT
INDICATE HOLD (SEC)	0
INDICATE REFRESH (SEC)	60
SITE ATCS ADDRESS	7-125-436-000-99-01 (7-RRR-LL-000-99-01)
SITE TYPE	COLLECTOR
OFFICE ADDRESS	2-125-00-0000 (2-RRR-LL-000-0000)
POLL ID	1
MODE	GEN/ATCS
WANS XID	DISABLED
OFFICE COMM. DEVICE	<input type="checkbox"/> VAG (ECHO) <input type="checkbox"/> DIRECT (RS232) <input type="checkbox"/> RCH (ECHO) <input type="checkbox"/> CHN (RS232) <input type="checkbox"/> DIAL MODEN <input type="checkbox"/> 35700 RADIO (RS422) <input type="checkbox"/> 7-125-436-000-87-01 <input type="checkbox"/> 7-RRR-LL-000-99-01 <input type="checkbox"/> VAG COM. (RS232) <input type="checkbox"/> SPREAD-SPECTRUM (RS232)
RADIO ATCS ADDR	57-600
FIELD COMM. DEVICE	<input type="checkbox"/> VAG (ECHO) <input type="checkbox"/> NONE <input type="checkbox"/> RCH (ECHO) <input type="checkbox"/> NONE <input type="checkbox"/> DIAL MODEN (RS232) <input type="checkbox"/> SPREAD-SPECTRUM (RS232)
USER PORT BAUD	57-600
USER PORT DATA BITS	8
USER PORT PARITY	NONE
USER PORT STOP BITS	1
USER PORT FLOW CONTROL	NONE
AUX PORT BAUD	38-400
AUX PORT DATA BITS	8
AUX PORT PARITY	NONE
AUX PORT STOP BITS	1
AUX PORT FLOW CONTROL	NONE

INSPECTOR NOTE: NO. AND TYPE OF BULBS PER SECTION ON RECEIVED CURRENT SETTINGS. NUMBER OF BULBS PER SECTION IN SERVICE REVISION.

LIT BULB COUNT ON EACH CIRCUIT	NO.	TYPE OF BULB	CURRENT REQUIRED IN 18.0 V ARRAY VOLTAGE
CURRENT SENSOR 111 AEL: LAMP SET UP	4	<input type="checkbox"/> BULBS <input type="checkbox"/> LED	4.0
CURRENT SENSOR 111 BEZ: LAMP SET UP	4	<input type="checkbox"/> BULBS <input type="checkbox"/> LED	4.0
CURRENT SENSOR 121 BEZ: LAMP SET UP	4	<input type="checkbox"/> BULBS <input type="checkbox"/> LED	4.0
CURRENT SENSOR 122 BEZ: LAMP SET UP	4	<input type="checkbox"/> BULBS <input type="checkbox"/> LED	4.0

NOTE: MENU -> CONFIGURATION -> MODULES -> ADD MODULE
 MODULE TYPE: VAG
 MODULE NAME: DEFAULT
 VAG ECHO/ROW MODE: 1

NOTE: REFER TO WAG INSTALLATION AND SETUP IN APPENDIX "A" GEP4000 SYSTEM TEST PROCEDURE AND CHECK OFF SHEET.

OPTION	SELECTION
RESET NAMES / MODULES	NO <input type="checkbox"/> YES <input type="checkbox"/>
RAILROAD NUMBER	125
CROSSING CONFIGURATION	NORMAL <input type="checkbox"/> SPLIT GATE <input type="checkbox"/>
AND1 USED AS XR	NO <input type="checkbox"/> YES <input type="checkbox"/>
AND2 USED AS XR	NO <input type="checkbox"/> YES <input type="checkbox"/>
AND3 USED AS XR	NO <input type="checkbox"/> YES <input type="checkbox"/>
AND4 USED AS XR	NO <input type="checkbox"/> YES <input type="checkbox"/>
AND5 USED AS XR	NO <input type="checkbox"/> YES <input type="checkbox"/>
AND6 USED AS XR	NO <input type="checkbox"/> YES <input type="checkbox"/>
AND7 USED AS XR	NO <input type="checkbox"/> YES <input type="checkbox"/>
AND8 USED AS XR	NO <input type="checkbox"/> YES <input type="checkbox"/>
ENTRANCE GATES?	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
GATE POSITION FAIL?	5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/>
BATTERY BANKS?	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>
BATT NON USED?	NO <input type="checkbox"/> YES <input type="checkbox"/>
OB RESOLUTION?	0.2 <input type="checkbox"/> 0.5 <input type="checkbox"/> 1.0 <input type="checkbox"/>
X-B RESOLUTION?	0.2 <input type="checkbox"/> 0.5 <input type="checkbox"/> 1.0 <input type="checkbox"/> NOT PRESENT <input type="checkbox"/>
X-RZ RESOLUTION?	0.2 <input type="checkbox"/> 0.5 <input type="checkbox"/> 1.0 <input type="checkbox"/> NOT PRESENT <input type="checkbox"/>
BATT NON RESOLUTION?	0.2 <input type="checkbox"/> 0.5 <input type="checkbox"/> 1.0 <input type="checkbox"/> NOT PRESENT <input type="checkbox"/>
INTERNAL CROSSING CONTROLLERS?	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/>
EXTERNAL CROSSING CONTROLLERS?	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/>
VHF COMMUNICATION?	YES <input type="checkbox"/> NO <input type="checkbox"/>
DTH ACTIVATION?	YES <input type="checkbox"/> NO <input type="checkbox"/>
ACTIVATION CODE	054
ACTIVATION TIMEOUT (60 SECS)	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
1100 MODULES?	NO <input type="checkbox"/> YES <input type="checkbox"/>
ANY LED BULBS USED?	NO <input type="checkbox"/> YES <input type="checkbox"/>
AUTO INSPECTIONS?	YES <input type="checkbox"/> NO <input type="checkbox"/>
BELL SENSORS	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
BELL SENSOR TSS 1?	NO <input type="checkbox"/> YES <input type="checkbox"/>
BELL SENSOR TSS 2?	NO <input type="checkbox"/> YES <input type="checkbox"/>
BELL SENSOR TSS 3?	NO <input type="checkbox"/> YES <input type="checkbox"/>
BELL SENSOR TSS 4?	NO <input type="checkbox"/> YES <input type="checkbox"/>
BELL SENSOR TSS 5?	NO <input type="checkbox"/> YES <input type="checkbox"/>
BELL SENSOR TSS 6?	NO <input type="checkbox"/> YES <input type="checkbox"/>
BELL SENSOR TSS 7?	NO <input type="checkbox"/> YES <input type="checkbox"/>
BELL SENSOR TSS 8?	NO <input type="checkbox"/> YES <input type="checkbox"/>
BELL ON?	YES <input type="checkbox"/> NO <input type="checkbox"/>
GATES LOWERING	GATES MOVING <input type="checkbox"/> ALWAYS <input type="checkbox"/>
G1'S	1 <input type="checkbox"/> 2 <input type="checkbox"/>
BATTERIES ON GET1	YES <input type="checkbox"/> NO <input type="checkbox"/>
GATE TIP SENSORS?	YES <input type="checkbox"/> NO <input type="checkbox"/>
RTU	NO <input type="checkbox"/> YES <input type="checkbox"/>
VHF VOICE CHANNEL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
VHF DATA CHANNEL	5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/>
USE NON-CRITICAL FEATURE?	NO <input type="checkbox"/> YES <input type="checkbox"/>
FULL APPROACH HOVE ALARMS?	ACTIVATE <input type="checkbox"/> DO NOT ACTIVATE <input type="checkbox"/>
ENABLE PASSWORD	NO <input type="checkbox"/> YES <input type="checkbox"/>

NOTE 1

NOTE 2

NOTE 3

NOTE 4

NOTE 5

NOTES:

- OPTION AVAILABLE IF VHF COMMUNICATION = YES
- LAST 3 DIGITS OF DRY NUMBER.
- OPTION AVAILABLE IF 1100S.
- OPTION AVAILABLE IF BELL SENSORS.
- OPTION AVAILABLE IF GATE 5.
- OPTION AVAILABLE IF VHF RADIO.
- ONLY YES IN SPECIAL CIRCUMSTANCES.
- SELECT "MENU" THEN "CONFIGURATION" FROM SEAR 11.1 INTERFACE KEYPAD TO ACCESS MODULE CONFIGURATION MENU. BANKS = NUMBER OF BANKS INCLUDING BATTERY BANKS. REV. 10-26-86
- THE BANK APPLIED TO THE BATT NON SEAR INPUT
- YES ON INITIAL SETUP

PROGRAM MENU SELECT

EDIT DIGITAL INPUTS	NO	YES
EDIT BATTERIES	<input type="checkbox"/> NO	<input type="checkbox"/> YES
EDIT BELTAYS	<input type="checkbox"/> NO	<input type="checkbox"/> YES
EDIT TEST LED'S	<input type="checkbox"/> NO	<input type="checkbox"/> YES
EDIT 1100 SENSORS *	<input type="checkbox"/> NO	<input type="checkbox"/> YES
EDIT 1100S SENSORS *	<input type="checkbox"/> NO	<input type="checkbox"/> YES
EDIT 1100S SENSOR *	<input type="checkbox"/> NO	<input type="checkbox"/> YES
EDIT VHF SETTINGS	<input type="checkbox"/> NO	<input type="checkbox"/> YES
GP4K ATCS SUBMODE	<input type="checkbox"/> NO	<input type="checkbox"/> YES

*STAR = OPTIONS SHOWN DEPENDANT ON NUMBER OF 1100S SELECTED

NOTE 6

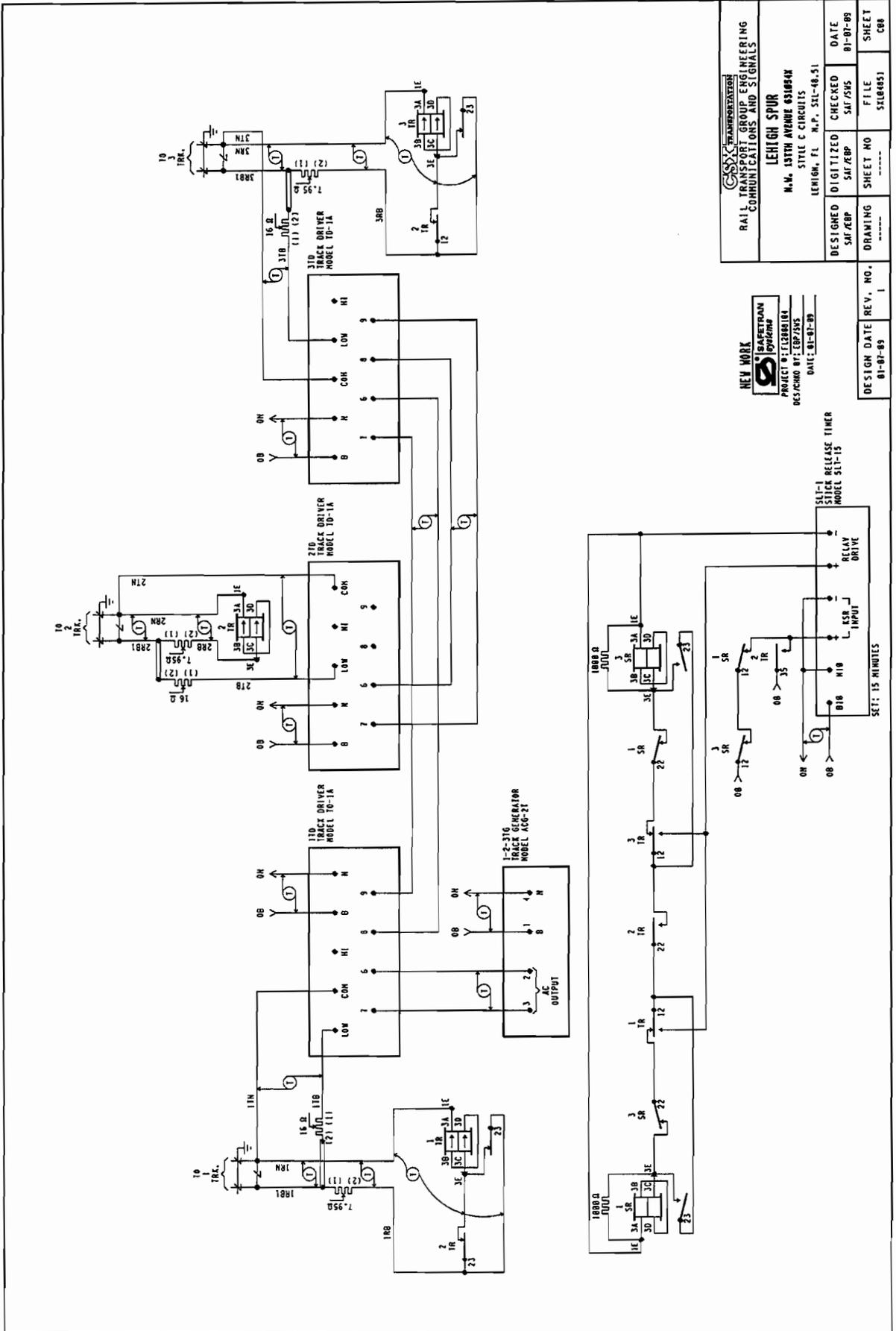
NEW YORK
 PROJECT # 104678
 DESIGNED BY: ECHERIN
 DATE: 01-01-89

RAIL TRANSPORT GROUP ENGINEERING COMMUNICATIONS AND SIGNALS
 LEHIGH SPIR
 SEAR 11.1 CONFIGURATION & FUNCTIONS
 M.W. 10TH AVENUE 43084X
 LEHIGH, FL N.P. 52L-10-51

DESIGNED BY: ECHERIN
 DATE: 01-01-89

DESIGN DATE: 01-01-89
 REV. NO.: 1
 REV. DATE: 10-26-86

DRAWING SHEET NO. 5104651
 FILE 5104651
 SHEET 087



SAFETY
 RAIL TRANSPORT GROUP ENGINEERING
 COMMUNICATIONS AND SIGNALS
LEHIGH SPUR
 STYLE C CIRCUITS
 N.W. 13TH AVENUE 65104H
 LEHIGH, FL N.P. 511-48-51

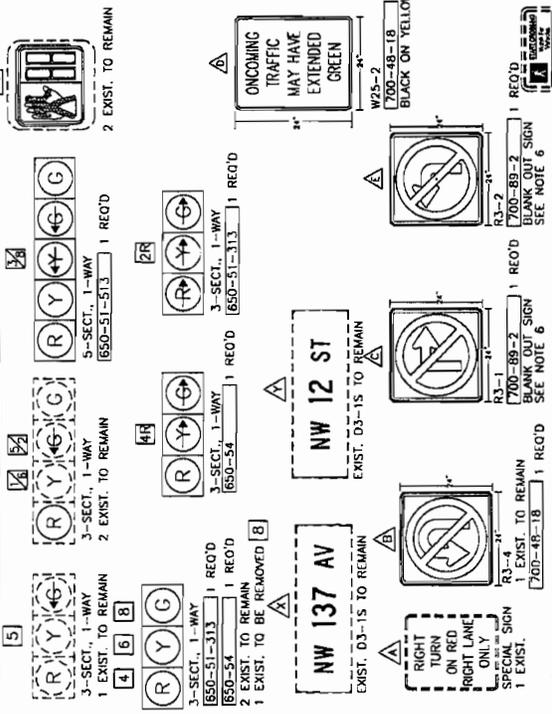
NEW WORK
 SAFETY
 PROJECT N. LEHIGH
 DESIGNED BY: EBP/JS
 DATE: 01-07-89

DESIGNED DIGITIZED CHECKED DATE
 SH/REP SH/MS SH/MS 01-07-89
 DRAWING SHEET NO. FILE
 SL(0445)

DESIGN DATE REV. NO.
 01-07-89 1

38

SIGNAL HEAD & SIGNS DETAILS

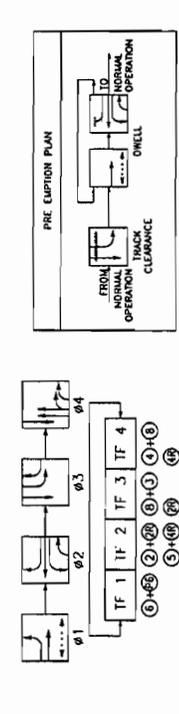


NOTES

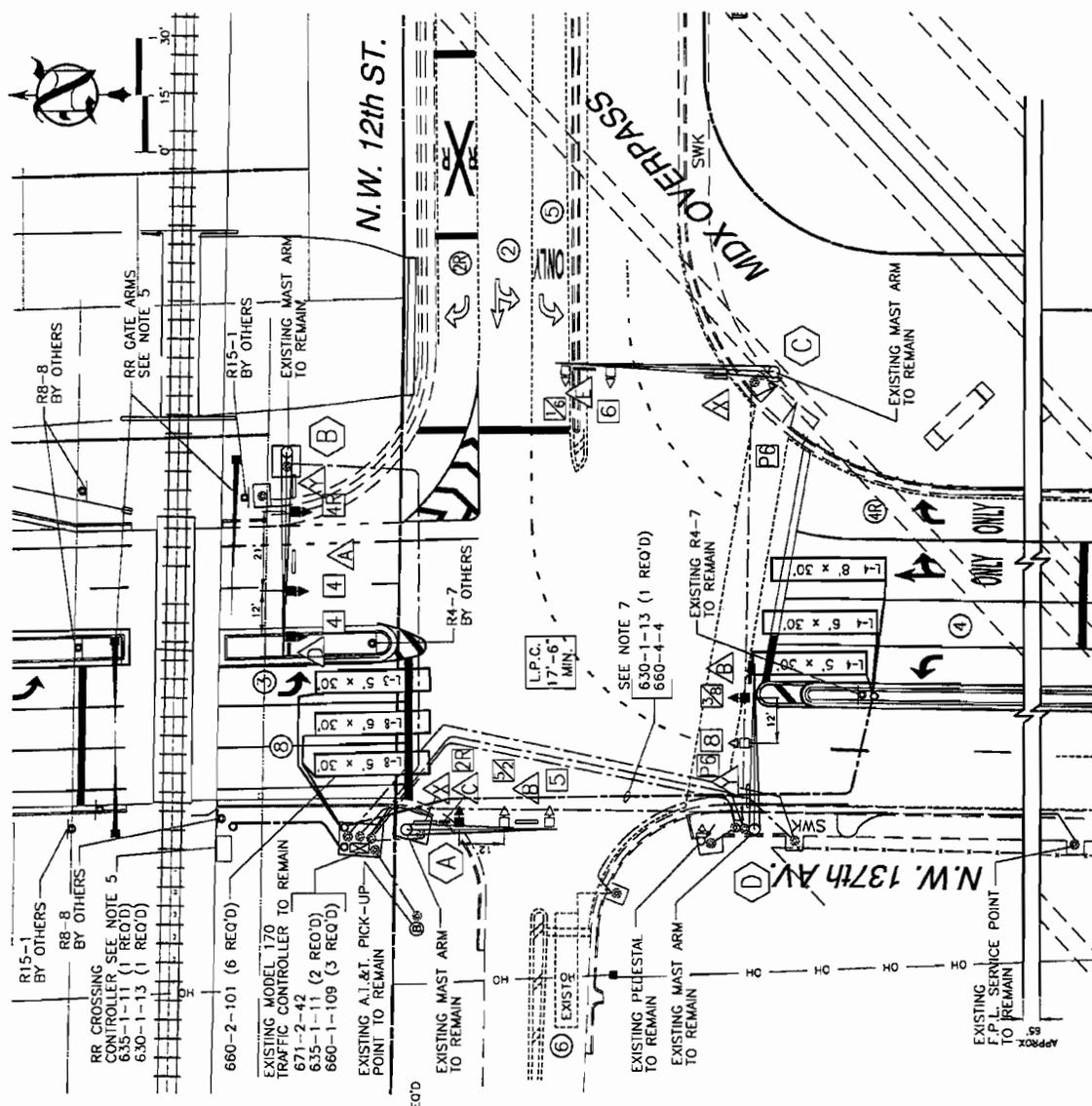
1. DEMAND WAITAGE FOR THIS INTERSECTION IS .387 WAITS.
2. F.P.L. REPRESENTATIVE JOSE GARCIA TEL. (305) 442-5154
3. B.S.T. REPRESENTATIVE MIKE KRISSEL TEL. (305) 884-9327
4. SIGNAL TIMING TO BE PROVIDED TO CONTRACTOR BY MIAMI-DADE
5. SIGNS AND SIGN EQUIPMENT TO BE DESIGNED BY OTHERS. LOCATIONS ASSUMED.
6. BLANK OUT SIGNS ARE TO BE MANUFACTURED BY SOUTHERN MANUFACTURING OR AN APPROVED EQUAL.
7. CONTRACTOR SHALL LOCATE EXISTING CONDUIT AND REUSE FOR LOOP L-4 & L-7. IF CONDUIT CAN NOT BE LOCATED THEN THE CONTRACTOR IS TO INSTALL A NEW CONDUIT USING THE DIRECTIONAL BORE METHOD.
8. PAVEMENT MARKINGS ARE TO BE ACCOMPLISHED BY OTHERS.

CONTROLLER OPERATIONS

1. MAJOR STREET IS NW 12th ST (WB), MINOR STREET IS NW 137th AV.
2. SIGNAL OPERATING PLAN IS AS SHOWN.
3. PHASE(S) 1, 3, & 4 ARE ACTUATED, PHASE 2 RECALL.
4. MOVEMENT(S) IS (ARE) PROTECTED/PERMISSIVE.
5. SIGNAL COORDINATION PHASE IS 2.
6. FLASHING OPERATION: N/A YELLOW ALL RED.



DATE	BY	REVISIONS	DESCRIPTION



MAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT		SIGNALIZATION PLAN	
DESIGN	DBM	DATE	12/18/08
DRAWN	DBM	F.C.I. PROJECT NUMBER	0812
HENRY A. FAHREL, P.E., P.O.C. 18417 South Dade Highway, Suite 333 Miami, Florida 33158 - Tel. (305) 931-8805		NW 137 AVENUE & NW 12 STREET INTERSECTION ID No. 6375	
SHEET NO.			7

Project: FL: Hialeah, Miami-Dade County
Preemption at NW 137th Avenue
Jacksonville Division, Homestead Subdivision
631 054 X; SXL-1048.51
CSXT OP# 174831

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 200_, between _____ and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to, Exhibit C and Sections 3, 9 and 10 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

VCOR174804.1