Memorandum

MIAMI-DADE COUNTY

Date:	June 3, 2014
To:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Resolution Approving Railroad Reimbursement Agreement with the Florida Department of Transportation, CSX Transportation, Miami-Dade Expressway Authority and Miami-Dade Aviation Department

Agenda Item No. 3(B)(2)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving a Railroad Reimbursement Agreement among the Florida Department of Transportation (FDOT), CSX Transportation, the Miami-Dade Expressway Authority (MDX), and Miami-Dade County for the construction of a railroad crossing at Miami International Airport's (MIA) Central Boulevard North Service Road/Ramp N3 (Mile Post SXH 37.66), and the subsequent maintenance of the crossing and the railroad crossing traffic signal devices.

SCOPE

Miami International Airport is located primarily within Chairwoman Rebeca Sosa's District 6; however, the impact of this agenda item is countywide as MIA is a regional asset.

FISCAL IMPACT

CSX Transportation will construct the project at a cost of $424,456.00 to be reimbursed 50% by MDX and 50% by FDOT. All maintenance and other costs not to exceed $3,402.00 annually will be paid by the Miami-Dade Aviation Department (MDAD) out of budgeted maintenance funds.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Code of Miami-Dade County, the Aviation Director or designee has the authority to exercise the termination rights under the agreement.

PROJECT MONITOR

The Railroad Reimbursement Agreement will be managed by MDAD Chief of Aviation Planning Ammad Riaz. Maintenance reimbursements will be managed by MDAD Division Director of Facilities Development and Management Pedro Hernández.

BACKGROUND

Pursuant to Resolution No. R-794-09, the Board approved an Interlocal Agreement between MDX and the County under which MDX would be responsible for construction of improvements to Central Boulevard at MIA. One of the projects involves the construction of a railroad crossing. MDX entered into a Public Transportation Joint Participation Agreement with FDOT to share the cost of constructing the railroad crossing, under which CSX Transportation will construct the crossing and be reimbursed by FDOT and MDX. The Railroad Reimbursement Agreement provides that after construction either FDOT or CSX Transportation will maintain the crossing signals and require MDAD to reimburse the providing party for those maintenance costs.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 3, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 3(B)(2)

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 Mayor'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. 3(B)(2)
6-3-14

RESOLUTION NO. _____

RESOLUTION APPROVING THE EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, CSX TRANSPORTATION, MIAMI-DADE EXPRESSWAY AUTHORITY AND THE MIAMI-DADE AVIATION DEPARTMENT, FOR THE CONSTRUCTION OF A RAILROAD CROSSING AT MIAMI INTERNATIONAL AIRPORT BY CSX TRANSPORTATION AND FOR THE SUBSEQUENT MAINTENANCE OF THE CROSSING AND THE RAILROAD CROSSING TRAFFIC SIGNAL DEVICES BY MIAMI-DADE COUNTY

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 approve the Railroad Reimbursement Agreement with the Florida Department of Transportation, CSX Transportation, Miami-Dade Expressway Authority, and the Miami-Dade County in substantially the form attached hereto and made a part hereof and authorizes the Mayor or Mayor's designee to execute the said Railroad Reimbursement Agreement for and 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. 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.

David M. Murray

SOUTH FLORIDA RAIL CORRIDOR RAILROAD REIMBURSEMENT AGREEMENT FOR GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY	PARCEL & R/W NUMBER	FAP NUMBER
N/A	North Service Road / Ramp N3	Miami-Dade	N/A	N/A

THIS SOUTH FLORIDA RAIL CORRIDOR RAILROAD REIMBURSEMENT AGREEMENT FOR GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES (the "Agreement") is made and entered into this ___ day of _____, 2013 (the "Effective Date"), by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (as "FDOT"), a component agency of the State of Florida, **CSX TRANSPORTATION, INC.** (as "CSXT"), a Virginia corporation, duly authorized to transact business in the State of Florida, the **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY d/b/a MIAMI-DADE EXPRESSWAY AUTHORITY** (as "MDX"), a body public and corporate, a public instrumentality and an agency of the State of Florida, existing under the Florida Expressway Authority Act, Part I of Chapter 348, Florida Statutes, and **MIAMI-DADE COUNTY, FLORIDA** (the "COUNTY"), a political subdivision of the State of Florida, established pursuant to Section 1, Article VIII, of the State Constitution (collectively, the "Parties" to this Agreement).

WITNESSETH

WHEREAS, the following recited documents, not identified as an exhibit hereto, specifically pertain to this Agreement as they relate to the individual or joint responsibilities and obligations of the Parties, respectively, and are interrelated and fully incorporated herein by reference (the "Collective Agreements"); and

WHEREAS, FDOT and CSXT entered into a Contract for Installment Sale and Purchase for the South Florida Rail Corridor ("SFRC"), as more fully defined in the Phase A Agreement (as hereinafter defined), on May 11, 1988 (the "Contract"), at which time FDOT became the owner of said property and CSXT retained an exclusive perpetual easement (the "CSXT Easement") for Rail Freight Operations within the SFRC; and

WHEREAS, FDOT and CSXT entered into a Phase A Operating and Management Agreement Pertaining to the line of railroad between West Palm Beach and Miami, Florida and related properties on May 11, 1988 (the "Phase A Agreement"), pursuant to which CSXT will manage and maintain the SFRC property on behalf of FDOT until the SFOMA Commencement Date, as hereinafter defined; and

WHEREAS, FDOT and CSXT entered into an Amended South Florida Operating and Management Agreement on January 25, 2013, as may be further amended ("SFOMA"), which provides for termination of the Phase A Agreement and transition of management, operation, and maintenance of the SFRC from CSXT to FDOT upon the date determined pursuant to subsection 1(c) of SFOMA (the "SFOMA Commencement Date"); and

WHEREAS, pursuant to **MDX Procurement/Contract No. RFP-10-02, Work Program No. 11211.030**, MDX competitively procured for the design and construction of the **Central Boulevard Widening, Re-Alignment and Service Loop** (the "Project"), and subsequently entered into a design-build contract, in concurrence with FDOT, on June 18, 2010 with Community Asphalt Corp. (the "Contractor"); and

WHEREAS, as part of the Project, MDX is constructing, reconstructing or otherwise changing a portion of the public road system known as **North Service Road / Ramp N3** (the "Improvements"), which crosses the SFRC at grade at railroad **Mile Post: SXH 37.66 formerly known as SX-1,037.66, FDOT/AAR Crossing No. 936042-Y formerly known as 628503G** (the "Crossing"), as shown on **Plan Sheet No. 14**, attached hereto as **EXHIBIT "A"**; and

WHEREAS, this Agreement sets forth the individual or joint responsibilities and obligations of the Parties, in either facilitating the Improvements or maintaining the Crossing upon the Project achieving final acceptance, as well as the compensation thereof; and

WHEREAS, the COUNTY, CSXT and FDOT entered into a **Stipulation of Parties for the Conversion, Closing, and Removal of Highway Railroad Grade Crossings in Miami-Dade County, Florida** on July 31, 2001, subject to the COUNTY's application and FDOT's authorization to convert North Service Road / Ramp N3 from an existing private highway railroad crossing (FDOT/AAR Crossing No. 628503G/Mile Post: SX-1,037.66) to a public highway railroad crossing (FDOT/AAR Crossing No. 936042-Y/Mile Post: SXH 37.66); and

WHEREAS, MDX and CSXT entered into a **Preliminary Engineering and Construction Services Agreement for Specific MDX Projects** on August 4, 2006, as amended on July 29, 2009 (the "CSXT Construction Services Agreement"), for CSXT to provide engineering and design services/work relating to MDX construction projects on or in the vicinity of SFRC property; and

WHEREAS, on November 13, 2009, MDX and the COUNTY entered into an **Interlocal Agreement between Miami-Dade County and Miami-Dade Expressway Authority for Central Boulevard at Miami International Airport**, for MDX to administer, on the COUNTY's behalf, the design and construction of the Central Boulevard Widening, Realignment and Service Loop Project, to
improve ingress and egress to Miami International Airport, which provides the primary access between Miami International Airport and MDX roadways State Road 112 and State Road 836 (the "Interlocal Agreement"); and

WHEREAS, subject to the Interlocal Agreement, on December 23, 2009, FDOT and MDX entered into a **Public Transportation Joint Participation Agreement**, as further amended, agreeing to share the total cost of the Project (the "JPA").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

CROSSING IMPROVEMENTS

2. Pursuant to the Interlocal Agreement and JPA, MDX shall facilitate the Project on behalf of the COUNTY, which includes Improvements to the Crossing, the subject of this Agreement, at grade, together with all the necessary approaches thereto, across SFRC right-of-way, as identified in **EXHIBIT "B," Work Description Grade Crossing Traffic Control Devices**, attached hereto.

3. Pursuant to the CSXT Construction Services Agreement, CSXT will construct a standard Railroad Crossing Type "C" Concrete Crossing Surface, in accordance with **2008 FDOT Design Standard Index No. 560 for Railroad Crossings (Last Revision 04 - Sheet 1 of 1)** and install automatic highway railroad crossing traffic control devices, Type III, Class III (Cantilever, Flashing Signals with Gates), in accordance to **2008 FDOT Design Standard Index No. 17882 for Railroad Grade Crossings Traffic Control Devices (Last Revision 07/01/05 - Sheets 1 through 4)**, cumulatively attached hereto as **EXHIBIT "C."** Design review and actual construction of the Improvements shall be rendered pursuant to the terms and conditions set forth by the CSXT Construction Services Agreement accordingly. CSXT shall coordinate directly with MDX regarding all modifications to the Crossing and MDX shall obtain all required approvals by FDOT for MDX and CSXT to proceed with the Improvements.

4. CSXT agrees to perform all Improvements with its own forces, or by the means of a contractor under the supervision of CSXT, as needed and in accordance with the CSXT Construction Services Agreement.

5. To the extent applicable, the cost of relocating any utility (wire, pipe or communication) line(s) as a result of the Improvements contemplated herein, whether relocated by CSXT, CSXT's contractor or the utility company, shall be incurred by MDX pursuant to the JPA. FDOT, the COUNTY and CSXT agree to assist MDX in the enforcement of any such agreement requiring a utility company to relocate such line(s) if needed.

6. Work contemplated hereunder shall, at all times, be subject to the approval of the MDX Director of Engineering, or his/her designated representative. CSXT's Division Engineer and/or Superintendent shall receive at least seventy-two (72) hours notice prior to the performance of any work by MDX or its Contractor within the limits of the SFRC right-of-way.

7. MDX agrees to ensure the advance warning signs and railroad crossing pavement markings will conform to the Department of Transportation Manual on Uniform Traffic Control Devices within thirty (30) calendar days of CSXT's written notification the Improvements have been completed, and MDX will ensure all signs and pavement markings will be continually maintained at an acceptable level through final acceptance of the Project.

8. Upon final acceptance by MDX, and subsequent reconciliation and payment of all expenses incurred as they relate to the Improvements, in accordance with the CSXT Construction Services Agreement and the JPA, all of MDX's obligations and responsibilities accounted for by this Agreement shall thereupon cease and terminate, and accordingly, the COUNTY shall assume all duties and responsibilities related to the Project.

MAINTENANCE

9. Upon final acceptance of the Improvements, and the Crossing signals have been found to be in satisfactory working order, as determined by CSXT and FDOT, the signals shall immediately be put into service and operated and maintained by CSXT pursuant to the Phase A Agreement, until the SFOMA Commencement Date. Upon the SFOMA Commencement date, the signals shall be operated and maintained by FDOT or its contractor. CSXT, until the SFOMA Commencement Date, and FDOT thereafter, shall operate and maintain the signals until the signals are either: (i) no longer necessary; (ii) the Crossing is abandoned; or (iii) legal requirements cease operation of the signals or Crossing.

10. In accordance with Section 4 of the Phase A Agreement, CSXT shall be responsible for operating, maintaining and repairing the Crossing as needed, until the SFOMA Commencement Date. Upon the SFOMA Commencement Date, in accordance with Section 4 of SFOMA, FDOT shall be responsible for operating, maintaining and repairing the Crossing as needed. Notwithstanding the foregoing, all costs required to maintain the Crossing in good working condition, as well as any subsequent modifications to the Crossing, as may be requested by the COUNTY, shall be the sole financial responsibility of the COUNTY. The COUNTY shall pay CSXT or FDOT, as applicable, for all annual maintenance costs in accordance with the **Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices**, attached hereto as **EXHIBIT "D,"** which fees are subject to review and revision by FDOT every five (5) years as of July 1, 2011, and are calculated based on the percentage change of the Consumer Price Index ("CPI-U") All Urban Customers, All Items, Miami-Fort Lauderdale, Florida [Base Period: 1982-84=100], published bimonthly by the U.S Department of Labor's Bureau of Labor Statistics for the twelve (12) month period preceding the increase.

    It is expressly understood and agreed to by the COUNTY, that CSXT and/or FDOT may, at their discretion, with written notification to the COUNTY, perform any such additional periodic maintenance required to keep the Crossing in good working condition, and shall invoice the COUNTY for all costs incurred, in addition to the annual fees set forth by Exhibit D hereto. Under no circumstance shall any costs incurred in maintaining the Crossing be financed pursuant to the Phase A Agreement.

    Notwithstanding the foregoing, to the extent any subsequent modifications to the Crossing are desired by FDOT or CSXT, then all such costs in facilitating the modifications shall be borne by FDOT or CSXT, and upon completion of any modifications to the Crossing by FDOT and/or CSXT, all maintenance costs shall continue as the financial responsibility of the COUNTY.

11. In addition, upon final acceptance of the Project, the COUNTY shall be responsible for the maintenance of the North Service Road / Ramp N3 roadway up to the edge of the Crossing, which includes, but is not limited to, all pavement structures, pavement surfaces, pavement striping and advance railroad crossing pavement markings, shoulders, drainage, sidewalks, erosion control, tree cutting, mowing and advance warning signs, and shall coordinate all maintenance work within the SFRC right-of-way with CSXT and FDOT. SFRC right of way at the North Service Road / Ramp N3 location being approximately twenty-eight (28) feet from the track centerline to the northwest and approximately twenty-eight (28) feet from the track centerline to the southeast.

    The COUNTY shall ensure the advance warning signs and railroad crossing pavement markings are continually maintained at an acceptable level, as determined by FDOT and CSXT, at all times, and shall ensure the advance warning signs and railroad crossing pavement markings conform to the Department of Transportation Manual on Uniform Traffic Control Devices.

12. The COUNTY, at its discretion, may arrange for the synchronization of the Crossing devices with existing or proposed highway traffic control devices at the North Service Road / Ramp N3 and attendant installation of automatic highway railroad crossing traffic control devices in coordination with CSXT or FDOT and pursuant to an appropriate preemption interconnection agreement. Neither CSXT or FDOT, as applicable, nor the COUNTY shall disconnect the interconnection circuit, or change, or cause to be changed, the signal sequence without prior written notice to the other

Party. The COUNTY and CSXT or FDOT, as applicable, shall maintain their respective devices from the point of the junction box provided for the interconnect cable.

13. Upon execution of this Agreement, the maintenance provisions set forth herein shall supersede any provisions contained in any preceding document relating to the maintenance of the Crossing, and this Agreement shall become the permanent maintenance agreement of record by and between FDOT, CSXT and the COUNTY; provided, however, that the foregoing shall not be interpreted to supersede or alter any transition of responsibilities from CSXT to FDOT under SFOMA upon the SFOMA Commencement Date.

14. Should the Crossing be abandoned due to removal of the roadway, then all rights hereby granted to the County shall thereupon cease and terminate. The COUNTY will, at its sole expense, and in a manner satisfactory to FDOT and CSXT, restore the Crossing to its former condition prior to the Improvements. Notwithstanding the foregoing, FDOT, in conjunction with CSXT, reserves the right to restore the Crossing to its former condition and invoice the COUNTY for all associated costs incurred by FDOT and/or CSXT attributable to the restoration.

INVOICING AND PAYMENTS

15. All payments to be provided for the Improvements contemplated herein, whether by MDX to CSXT for payment of the Improvements, or by the COUNTY for payments to CSXT or FDOT, as applicable, in maintaining the Crossing upon final acceptance of the Project, shall be made pursuant to the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, as well as each Party's respective obligations set forth by the Collective Agreements, to the extent not conflicted with herein.

16. In connection with the Improvements, CSXT shall submit complete invoices to MDX of all costs incurred, as defined under Section 4.1 (Reimbursable Expenses) of the CSXT Construction Services Agreement. All costs incurred shall be substantiated and properly allocated in accordance with approved Plan Sheet No. 14, attached hereto as **EXHIBIT A**, the **Final Crossing Configuration**, attached hereto as **EXHIBIT "E"** and **CSXT's Force Account Estimate**, attached hereto as **EXHIBIT "F."**

    Costs for rented equipment, materials and supplies, and direct expenses, must be verified by attached receipts, or copies thereof, and travel expenses shall not exceed statutory allowance as provided under Section 112.061, F.S. CSXT shall include the **Invoice Certification Form**, attached hereto as **EXHIBIT "G,"** certifying copies of attached receipts are true copies of the originals, the invoice has been submitted in good faith, and to CSXT's best knowledge and belief, the supportive data accurately reflects the work provided in accordance with CSXT's Force Account Estimate.

17. Invoices regarding the Improvements shall be submitted by CSXT in detail sufficient for a proper pre-audit or post-audit thereof, and are subject to audit by FDOT or MDX. CSXT shall maintain records of all costs incurred, inclusive of supporting documentation, for a minimum of three (3) years after final payment is made by MDX. Copies of records and supporting documentation shall be furnished to FDOT or MDX upon request.

18. All Invoices submitted by CSXT to MDX for Improvements to the Crossing, shall include a copy of CSXT's Force Account Estimate, identify the following contract information:

    - MDX Procurement/Contract RFP-10-02
    - MDX Work Program No. 11211.030
    - MDX Project/Services Title: Design-Build Project for Central Boulevard Widening, Re-Alignment and Service Loop

    and shall be submitted to the attention of:

    Mrs. Sandra L. Herdocia
    Programs Control Manager
    HNTB Corporation
    8700 West Flagler Street
    Miami, Florida 33174-2428

Any deviation by CSXT from the requirements set forth by this Section 18 may be cause for rejection of an invoice and therefore delay in payment.

19. For annual maintenance costs, CSXT or FDOT, as applicable, shall submit invoices to the COUNTY, which shall not exceed the fees set forth by **EXHIBIT D** hereto, as may be revised. To the extent additional periodic maintenance is required, CSXT or FDOT, as applicable, shall submit complete invoices of all costs incurred, which shall include, but not be limited to, verifiable hourly rates for provided labor, as well as dates of performance, overhead, travel, equipment, materials and supplies and substantiated direct expenses. All costs incurred shall be reasonable and properly allocated in accordance with FDOT's or CSXT's written notification to the COUNTY regarding any additional periodic maintenance.

    Costs for rented equipment, materials and supplies and direct expenses, must be verified by attached receipts, or copies thereof, and travel expenses shall not exceed statutory allowance as provided under Section 112.061, F.S. CSXT or FDOT, as applicable shall include the Invoice Certification Form included herein as **EXHIBIT "G,"** certifying copies of attached receipts are true copies of the originals, the invoice has been submitted in good faith and to CSXT's or FDOT's best knowledge and belief, the supportive data accurately reflects the work provided.

20. Pursuant to Subsection 4.10 of the Phase A Agreement, all funds received by CSXT for Improvements to the Crossing, as well as future maintenance and repairs shall be credited to the Basic/Routine Maintenance Account and are subject to the provisions of the Phase A Agreement by and between FDOT and CSXT until the SFOMA Commencement Date.

GENERAL PROVISIONS

21. FDOT, MDX and the COUNTY reserve the right to unilaterally cancel this Agreement for refusal by CSXT to allow public access to all documents, papers, letters, or other materials, subject to the provisions of Chapter 119, F.S., having been made or received in conjunction with this Agreement.

22. Each Party assumes all risk of personal injury and property damage arising from the respective Party's activities pursuant to this Agreement, that are attributable to the negligent acts or omissions of each respective Party's members, officers, employees or agents while acting within the scope of their employment of the respective Party. This statement shall not be construed or interpreted as consent by FDOT, MDX or the COUNTY to be sued, except as provided by Florida law, or as a waiver of FDOT, MDX or the COUNTY's sovereign immunity beyond that provided in Section 768.28, Florida Statutes.

23. MDX and CSXT shall utilize the U.S. Department of Homeland Security's E-Verify system (http://www.uscis.gov/e-verify?gclid=CLPi-LLNsLwCFSUS7AodGwUADA) to verify employment of all new employees hired by MDX and CSXT during the term of this Agreement, as applicable. MDX and CSXT shall expressly require any contractor or subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor(s) or subcontractor(s) during the term of this Agreement.

24. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

25. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (i.e. Federal Express), or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

To FDOT:

Hector Hartmann
Rail Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309
Tel: 954/777.4401
e-mail: Hector.Hartmann@dot.state.fl.us

With a copy to:	Karen Kameron Senior Attorney Office of the Legal Counsel Florida Department of Transportation 3400 West Commercial Boulevard Fort Lauderdale, Florida 33309 Tel: 954-777-4529 Email: Karen.Kameron@dot.state.fl.us
To CSXT:	CSXT Transportation, Inc. 500 Water Street (S/C J301) Jacksonville, Florida 32202 Attn: Director Project Management – Public Projects
With a copy to:	Jason Marques Counsel CSXT Transportation, Inc. 500 Water Street (S/C J-150) Jacksonville, FL 32202 Tel: 904.359.3952 e-mail: Jason_Marques@csx.com
To MDX:	Juan Toledo, P.E. Director of Engineering Miami-Dade Expressway Authority 3790 N.W. 21st Street Miami, Florida 33142 Tel: 305/637.3277 (ext. 2115) e-mail: jtoledo@mdxway.com
With a copy to:	Francine Steelman, Esq. Associate General Counsel/Ethics Officer Miami-Dade Expressway Authority 3790 N.W. 21st Street Miami, Florida 33142 Tel: 305/637.3277 (ext. 2106) e-mail: fsteelman@mdxway.com
To the COUNTY:	Emilio T. González, Ph.D. Aviation Director Miami-Dade Aviation Department P.O. Box 025504 Miami, Florida 33102-5504 Tel: 305/876.7077 e-mail: ETGonzalez@miami-airport.com
With a copy to:	Ammad Riaz, P.E. Chief Aviation Planning Division Miami-Dade Aviation Department P.O. Box 025504 Miami, Florida 33102-5504 Tel: 305/876.7036 e-mail: ARiaz@miami-airport.com

26. This Agreement shall be executed by a duly authorized representative of each entity actively taking part in the Agreement.

27. This Agreement embodies the complete agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by FDOT, MDX, CSXT or the COUNTY, other than those contained herein. This Agreement shall inure to the benefit of and be binding on the Parties and their successor(s).

28. Except as may be expressly provided for herein, all of the terms, conditions, covenants, agreements and understandings contained in each of the Collective Agreements between each of their respective Parties shall remain unchanged and in full force and effect, and the same are hereby expressly ratified by the Parties.

29. If any one or more of the covenants, agreements or provisions of the Contract shall be held invalid, it is the intent of the Parties that such covenants, agreements or provisions shall be deemed severable and that the remaining provisions remain in full force and effect.

30. All Exhibits attached hereto contain additional terms of this Agreement and are made a part hereof as if actually set forth herein.

- Exhibit A: Plan Sheet No. 14
- Exhibit B: Work Description Grade Crossing Traffic Control Devices
- Exhibit C: FDOT Standard Index No. 560
- Exhibit D: Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices
- Exhibit E: Final Crossing Configuration
- Exhibit F: CSXT Force Account Estimate
- Exhibit G: Invoice Certification Form

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective and duly authorized officers as of the Effective Date set forth herein, and by executing this Agreement confirm receipt of all Collective Documents.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name: _____
Title: Director of Transportation Development

Attest: _____

Print Name: _____
Executive Secretary

{Seal}

CSX TRANSPORTATION, INC.

By: Dale W Ophardt
Print Name: Dale W. Ophardt
Title: Assistant Vice President - Engineering

Attest: Paul R. Hitchcock

Print Name: PAUL R. HITCHCOCK
Title: CORPORATE SECRETARY

{Seal}

LEGAL REVIEW (FDOT):

By: _____
Print Name: _____

MIAMI-DADE EXPRESSWAY AUTHORITY

By: _____
Javier Rodriguez, P.E.
Executive Director

Attest: _____
Maria Luisa Navia Lobo
Board Secretary

{Seal}

MIAMI-DADE COUNTY, FLORIDA

By: _____
Print Name: Emilio T. Gonzalez, Ph.D.
Title: Aviation Director

Attest: _____

Print Name: _____
Deputy Clerk
Harvey Ruvin, Clerk of the Board

{Seal}

LEGAL REVIEW (MDX):

By: _____
Francine Steelman, Esq.
Associate General Counsel/Ethics Officer

EXHIBITS

- Exhibit A: Plan Sheet No. 14
- Exhibit B: Work Description Grade Crossing Traffic Control Devices
- Exhibit C: FDOT Standard Index No. 560
- Exhibit D: Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices
- Exhibit E: Final Crossing Configuration
- Exhibit F: CSXT Force Account Estimate
- Exhibit G: Invoice Certification Form

EXHIBIT A

Plan Sheet No. 14

MDX PROJECT No.
11211.030

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
TRAFFIC CONTROL PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS
ITS PLANS
LIGHTING PLANS
LANDSCAPE PLANS
STRUCTURES PLANS

MIAMI-DADE EXPRESSWAY AUTHORITY

CONTRACT PLANS

MDX WORK PROJECT NO. 11211.030

MIAMI-DADE COUNTY

DESIGN-BUILD PROJECT FOR CENTRAL BOULEVARD WIDENING REALIGNMENT AND SERVICE LOOP

MDX EXECUTIVE DIRECTOR: JAVIER RODRIGUEZ, P.E.

MDX DIRECTOR OF ENGINEERING: ALFRED LURIGADOS, P.E.

MDX ASSISTANT DIRECTOR OF ENGINEERING: JUAN TOLEDO, P.E.

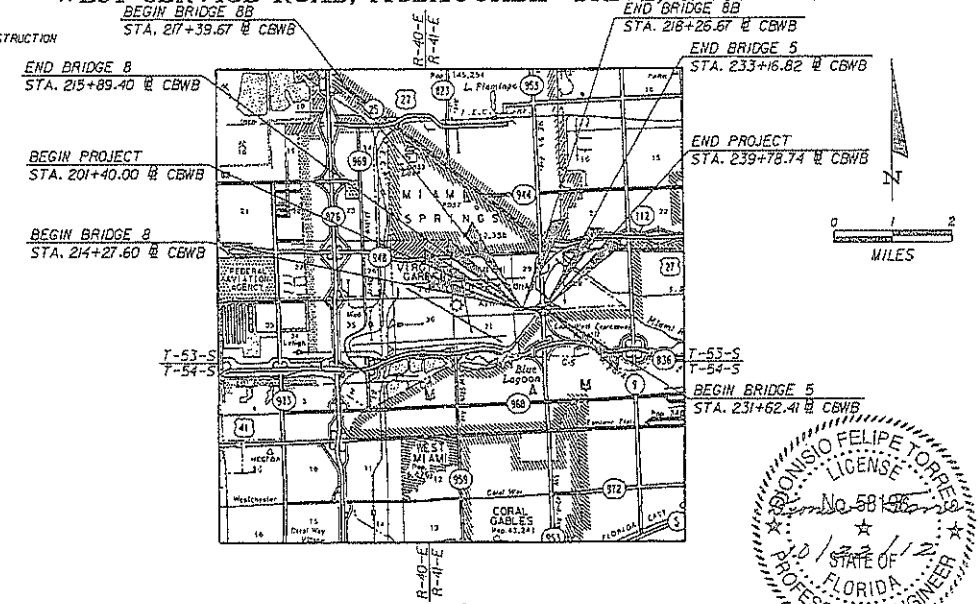
MDX GEC PROJECT MANAGER: GIL PORTELA, P.E.

ROADWAY PLANS

WEST SERVICE ROAD, MCLAUGHLIN DRIVE, & RAMP N3

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 4	TYPICAL SECTION
5	SUMMARY OF DRAINAGE STRUCTURES
6	OPTIONAL MATERIALS TABULATION
7	PROJECT LAYOUT
8	GENERAL NOTES
9	COORDINATE AND CURVE DATA
10	WEST SERVICE RD PGL TIES TO C.L. CONSTRUCTION
11 - 15	ROADWAY PLAN
16 - 20	ROADWAY PROFILE
21 - 22	INTERSECTION DETAIL
23	RAMP TERMINAL DETAIL
24 - 29	DRAINAGE PLAN
30 - 38	DRAINAGE STRUCTURES
39	CROSS SECTION PATTERN
40 - 62	CROSS SECTIONS
GR-1	ROADWAY SOIL SURVEY



PROJECT LENGTH IS BASED ON ℄ WESTBOUND CENTRAL BLVD

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	3435.53	0.651
BRIDGES	403.21	0.076
NET LENGTH OF PROJECT	3838.74	0.727
EXCEPTIONS		
GROSS LENGTH OF PROJECT	3838.74	0.727

MDX PROJECT MANAGER: JUAN TOLEDO, P.E.

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2010, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2010, AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS:
For Design Standards Modifications click on "Design Standards" at the following web sites:
https://www.dot.state.fl.us/rddesign/

REVISIONS:

KEY SHEET REVISIONS	
DATE	DESCRIPTION

ROADWAY
SHOP DRAWINGS TO BE SUBMITTED TO:
DIONISIO FELIPE TORRES, P.E.
BCC ENGINEERING, INC.
7300 N KENDALL DRIVE, SUITE 400
MIAMI, FL 33156

PLANS PREPARED BY:

bcc engineering
7300 N Kendall Drive, Suite 400
Miami, Florida 33156
Phone: (305) 670-2350
Fax: (305) 670-2351
Certificate of Authorization No. 7184

CONTRACT NO.: RFP-10-02
VENDOR NO. 65-0540100

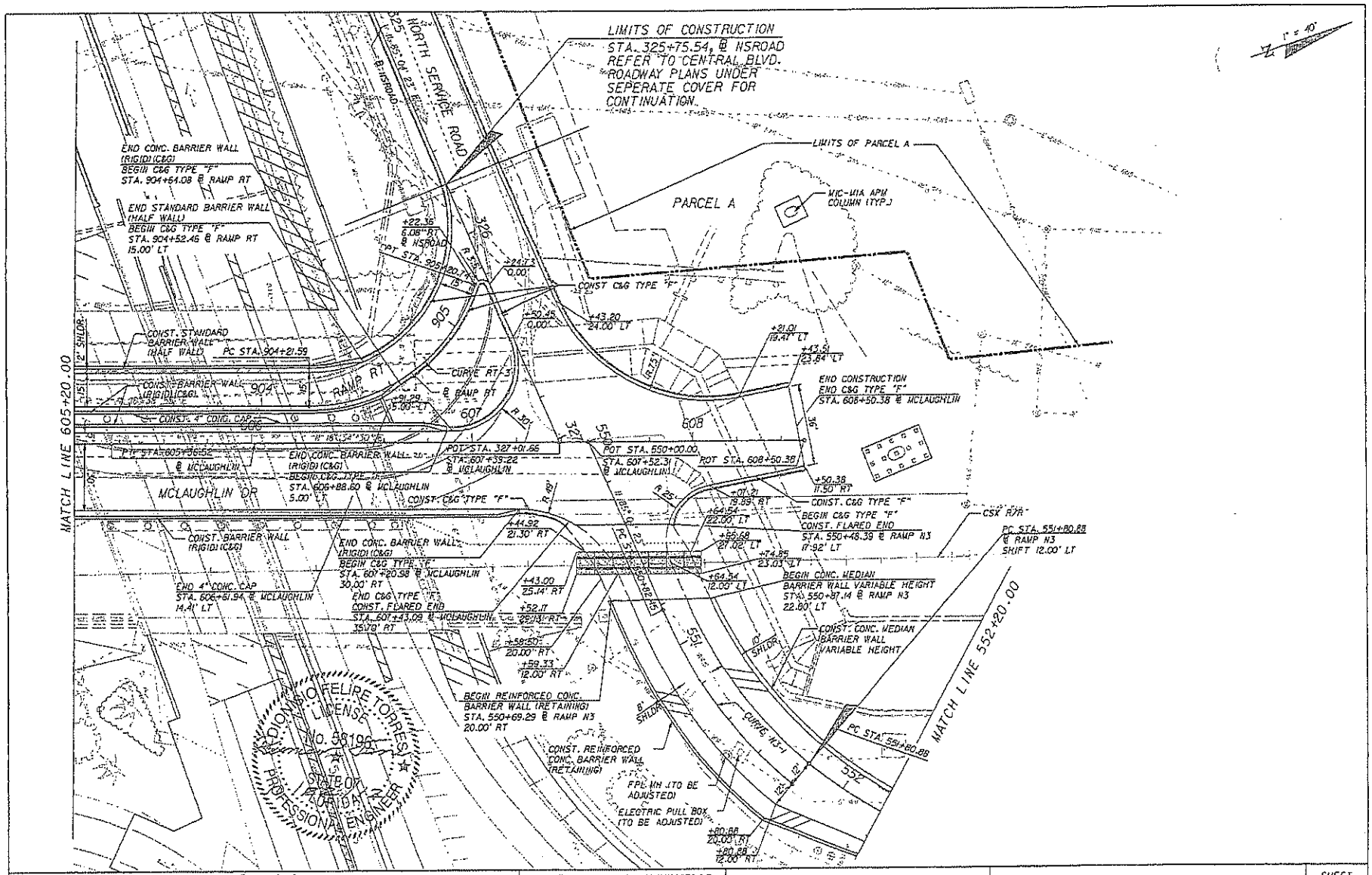
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

DIONISIO FELIPE TORRES LICENSE No. 55196 STATE OF FLORIDA PROFESSIONAL ENGINEER

ROADWAY PLANS
ENGINEER OF RECORD: DIONISIO FELIPE TORRES, P.E.

P.E. NO.: 55196

FISCAL YEAR	SHEET NO.
10	1



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

engineering
DIONISIO FELIPE TORRES, P.E.
P.E. License No. 58106
7300 N Kendall Drive, Suite 400
Miami, Florida 33156
Phone: (305) 670-2350
Fax: (305) 670-2351
Certificate of Authorization No. 7184

MIAMI-DADE
EXPRESSWAY AUTHORITY

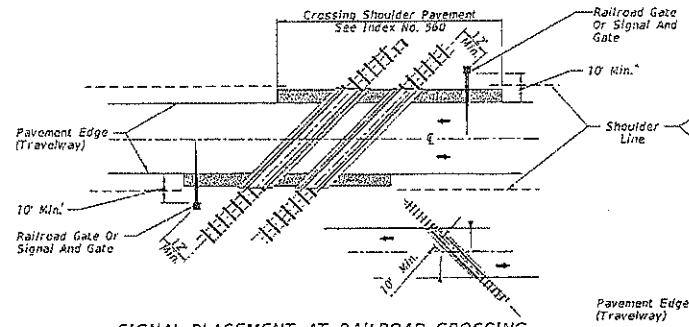
EXPRESSWAY	WORK PROGRAM NO.
CENTRAL BOULEVARD	11211.030

ROADWAY PLAN

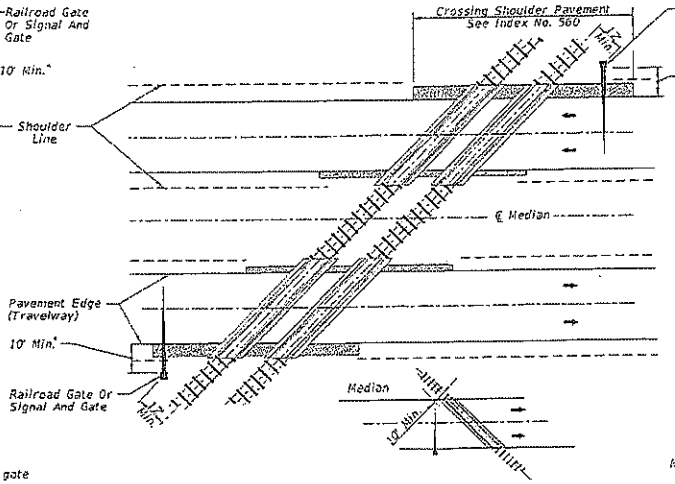
SHEET NO. 14

EXHIBIT B

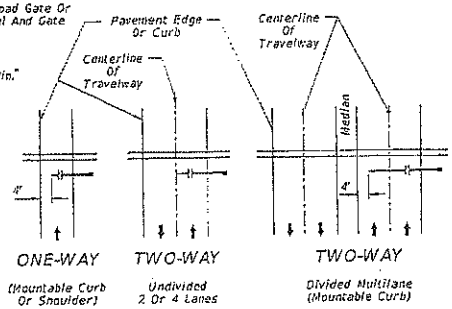
Work Description Grade Crossing Traffic Control Devices



SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 - LANE DESIGN)



SIGNAL PLACEMENT AT RAILROAD CROSSING
(4 - LANE DESIGN)



Note:
Arrows denote direction of travel not pavement markings.

FIGURE 1

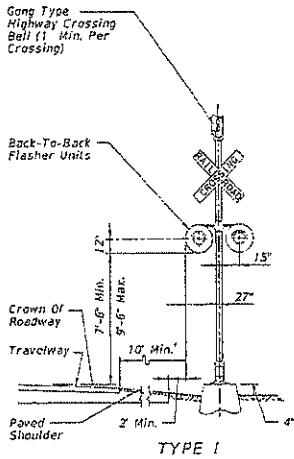
Gate Length Requirements
See Note 5 Sheet 3

General Notes

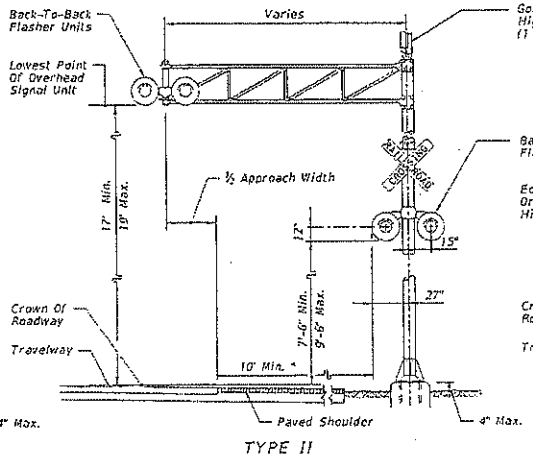
1. No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
2. Advance flasher to be installed when and if called for in plans or specifications.
3. Top of foundation shall be no higher than 4" above finished shoulder grade.
4. Type of traffic control device
   I Flashing signals
   II Flashing signals with cantilever
   III Flashing signals with gate
   IV Flashing signals with cantilever and gate
   V Gate
5. Class of traffic control devices
   I Flashing signals-one track
   II Flashing signals-multiple tracks
   III Flashing signals and gates-one track
   IV Flashing signals and gates-multiple tracks

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

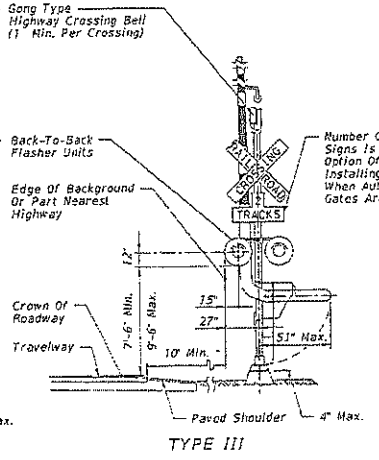
* When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.



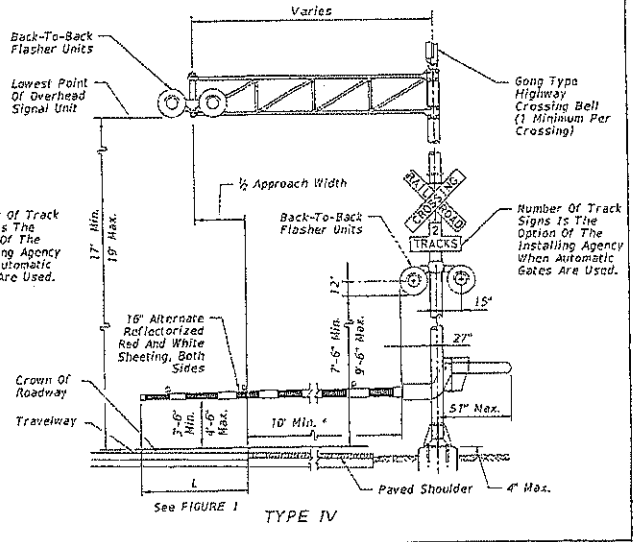
TYPE I



TYPE II

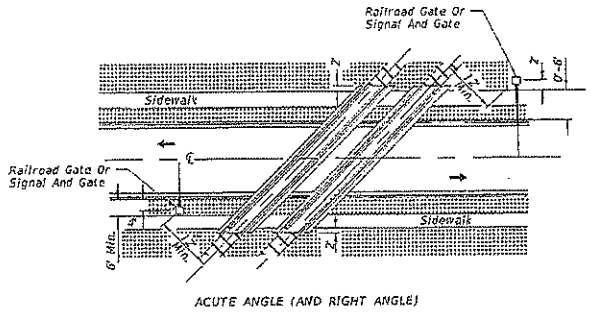


TYPE III

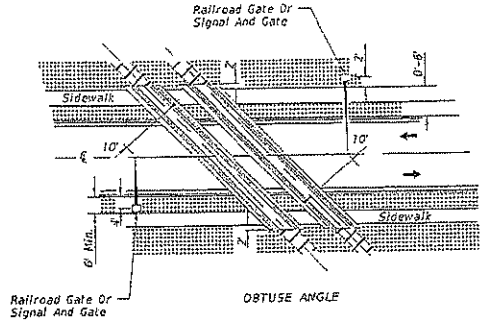


TYPE IV

LAST REVISION	DESCRIPTION:	FDOT DESIGN STANDARDS FY 2012/2013	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO.	SHEET NO.
01/01/11				17882	1



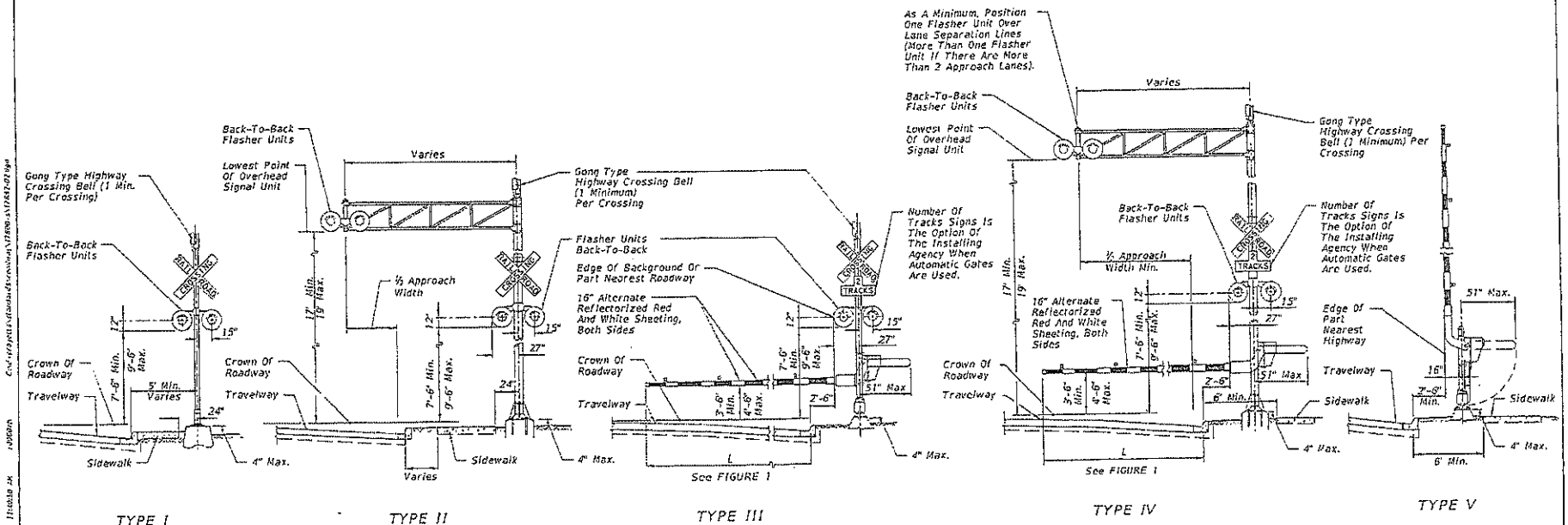
SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)



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

GENERAL NOTES

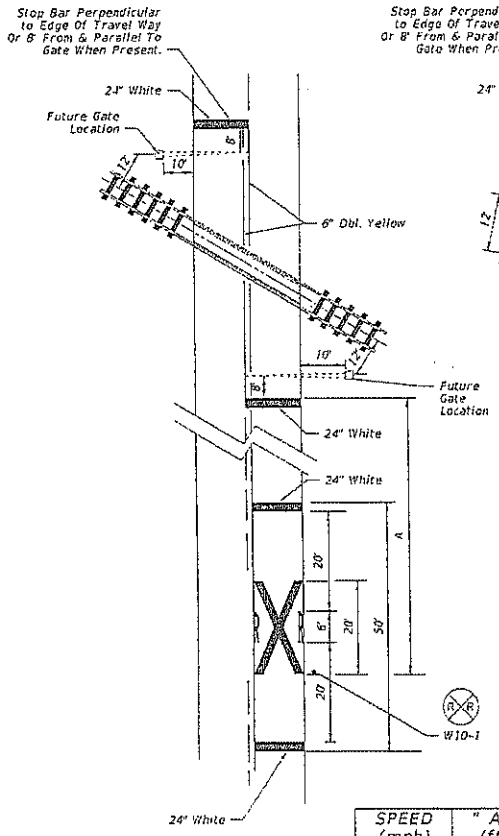
1. The location of flashing signals and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk. 0' to 6' - Locate device outside sidewalk. Over 6' - Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
5. When a cantilevered-arm flashing-light signal is used, the minimum vertical clearance shall be 17' from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



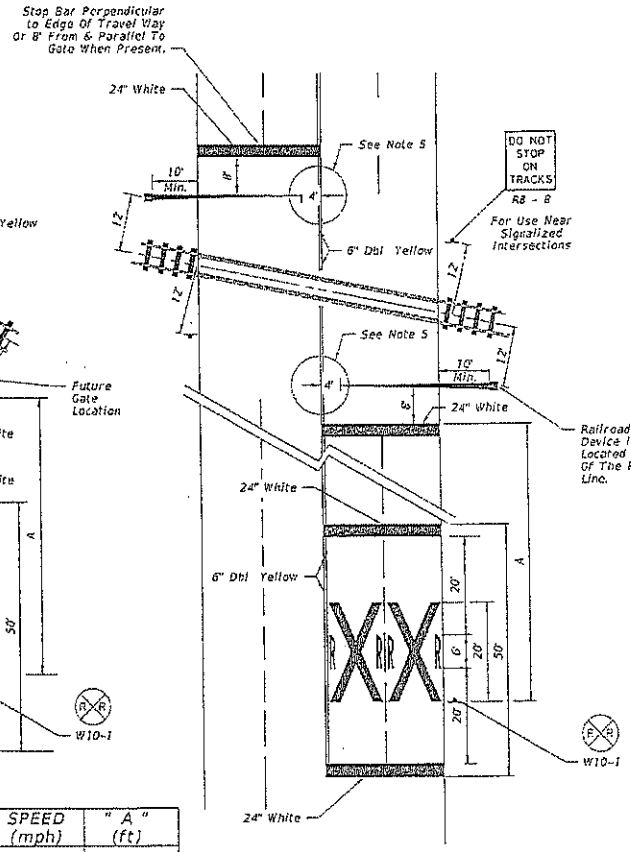
TYPE I TYPE II TYPE III TYPE IV TYPE V

LAST REVISION	DESCRIPTION:	FDOT DESIGN STANDARDS FY 2012/2013	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO.	SHEET NO.
01/01/11	REVISION			17882	2

RAILROAD CROSSING AT TWO (2)-LANE ROADWAY

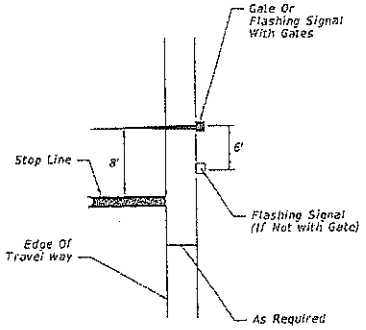


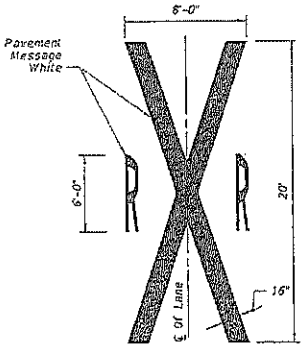
RAILROAD CROSSING AT MULTILANE ROADWAY



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

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

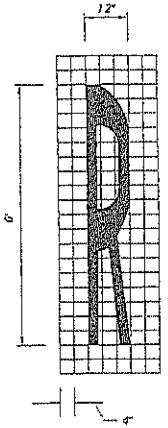




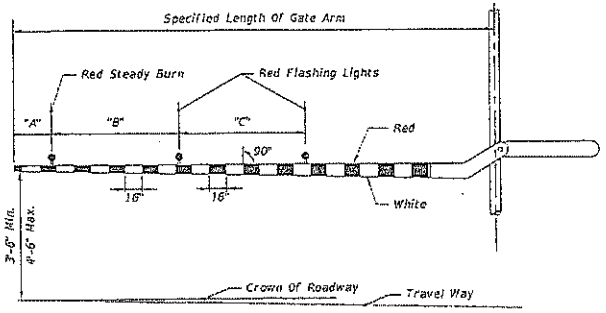
NOTES:

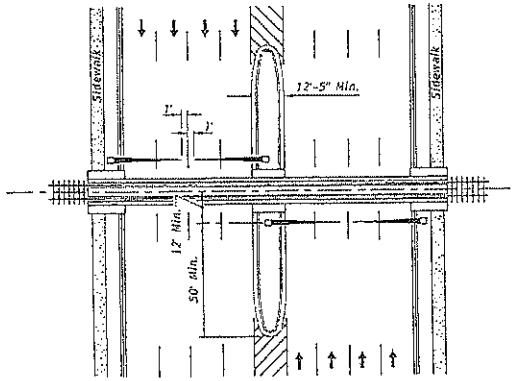
1. When computing pavement message, quantities do not include traverse lines.
2. Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100' from the crossing. Where street intersections occur between the RR pavement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

   For one-way or divided sections:
   The gate shall be of sufficient length such that the distance from the gate tip to the inside edge of pavement is a maximum of 4'.

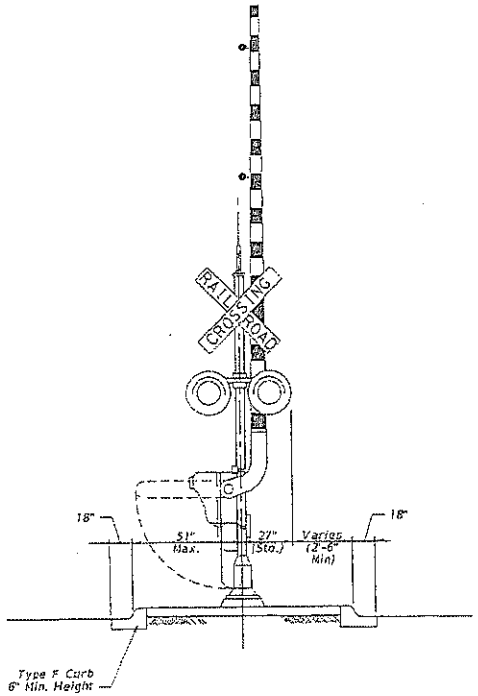


LAST REVISION	DESCRIPTION:	FDOT DESIGN STANDARDS FY 2012/2013	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO.	SHEET NO.
07/01/10				17882	3





PLAN



MEDIAN SECTION AT SIGNAL GATES

RAILROAD GATE ARM LIGHT SPACING

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

NOTE:
For additional information see the "Manual On Uniform Traffic Control Devices", Part 8; The "Traffic Control Handbook" , Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".

MEDIAN SIGNAL GATES FOR

MULTILANE UNDIVIDED URBAN SECTIONS

(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)

LAST REVISION	REVISION	DESCRIPTION:	FDOT DESIGN STANDARDS FY 2012/2013	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO.	SHEET NO.
01/01/12					17882	4

EXHIBIT C

FDOT Standard Index No. 560

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

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

Notes:

1. Type R Crossings are NOT to be used for multiple track crossings within zones for an existing or scheduled future vehicular stop. Zone lengths are charted above.

2. Single track Type R Crossings within the zones on the chart may be used unless engineering or safety considerations dictate otherwise.

GENERAL NOTES

1. The Railroad Company will furnish and install all track bed (ballast), crossties, rails, crossing surface panels and accessory components. All pavement material, including that through the crossing, will be furnished and installed by the Department or its Contractor, unless negotiated otherwise.

2. When a railroad grade crossing is located within the limits of a highway construction project, a transition pavement will be maintained at the approaches of the crossing to reduce vehicular impacts to the crossing. The transition pavement will be maintained as appropriate to protect the crossing from low clearance vehicles and vehicular impacts until the construction project is completed and the final highway surface is constructed.

3. The Central Rail Office will maintain a list of currently used Railroad Crossing Products and will periodically distribute the current list to the District Offices as the list is updated.

4. The Railroad Company shall submit engineering drawings for the proposed crossing surface type to the Construction Project Engineer and/or the District Rail Office for concurrence along with the List of Railroad Crossing Products. The approved engineering drawings of the crossing surface type shall be made a part of the installation agreement.

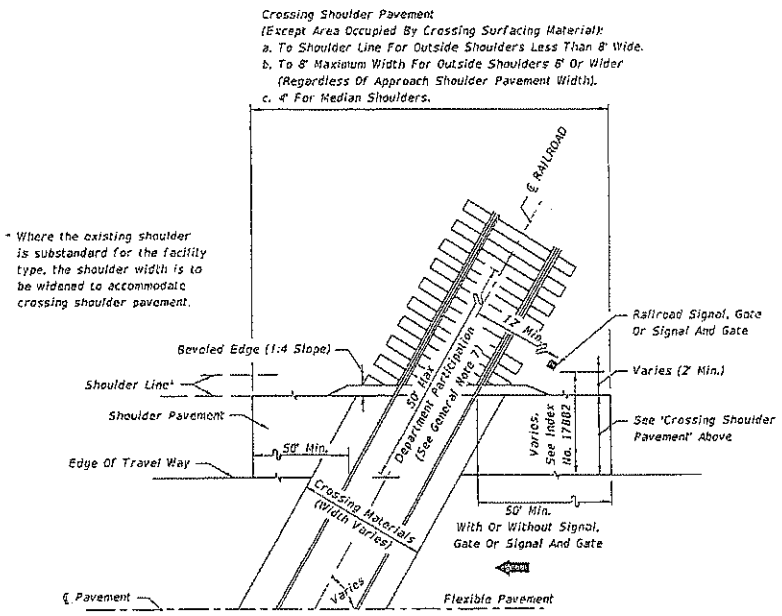
5. Sidewalks shall be constructed through the crossing between approach sidewalks of the crossing. Sidewalks shall be constructed with appropriate material to allow unobstructed travel through the crossing in accordance with ADA requirements.

6. All asphalt shall be installed in accordance with Index No. 514 and Section 300 of the Standard Specifications.

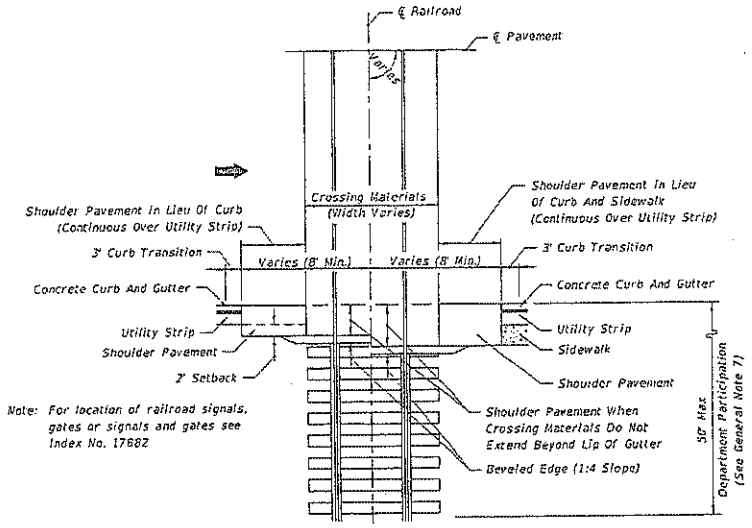
7. The Department will participate in crossing work, that requires adjustments to rail outside of the crossing, no more than 50 feet from the edge of the travel way.

LAST REVISION	REVISION	DESCRIPTION:	FDOT DESIGN STANDARDS FY 2012/2013	RAILROAD CROSSINGS	INDEX NO.	SHEET NO.
01/01/10					560	1

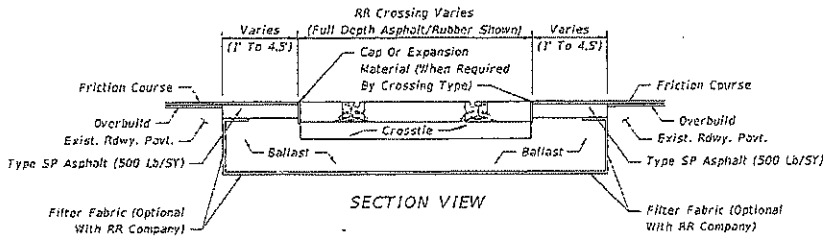
11/30/2011 11:11:50 AM rjohnson C:\Users\rjohnson\Desktop\Work\560-000660-01.dgn



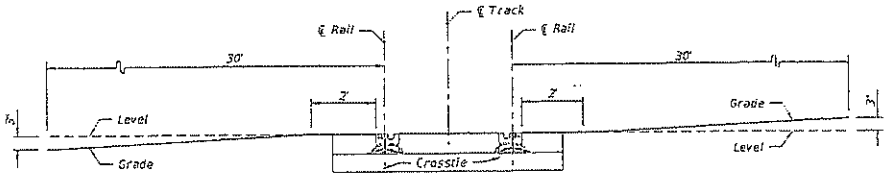
HALF PLAN
ROADWAYS WITH FLUSH SHOULDERS



HALF PLAN
CURBED ROADWAYS



TYPICAL CROSSING MATERIAL REPLACEMENT AT RR CROSSINGS



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

VERTICAL ROADWAY ALIGNMENT THROUGH A RAILROAD CROSSING

LAST REVISION	REVISION	DESCRIPTION:			INDEX NO.	SHEET NO.
01/01/10			FDOT DESIGN STANDARDS FY 2012/2013	RAILROAD CROSSINGS	560	2

EXHIBIT D

Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS

725-090-41
RAIL
OGC - 03/12

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
N/A	North Service Road	MIAMI-DADE	N/A	

COMPANY NAME: CSX Transportation

A. FDOT/AAR XING NO.: 936042-Y Formerly 628503-G RR MILE POST TIE: SXH 37.66

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

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

Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
I	Flashing Signals - One Track	$2,256.00
II	Flashing Signals - Multiple Tracks	$2,985.00
III	Flashing Signals and Gates - One Track	$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	$4,272.00
V	3 or 4 Quadrant Flashing Signals and Gates - One Track	$6,726.00
VI	3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks	$8,442.00

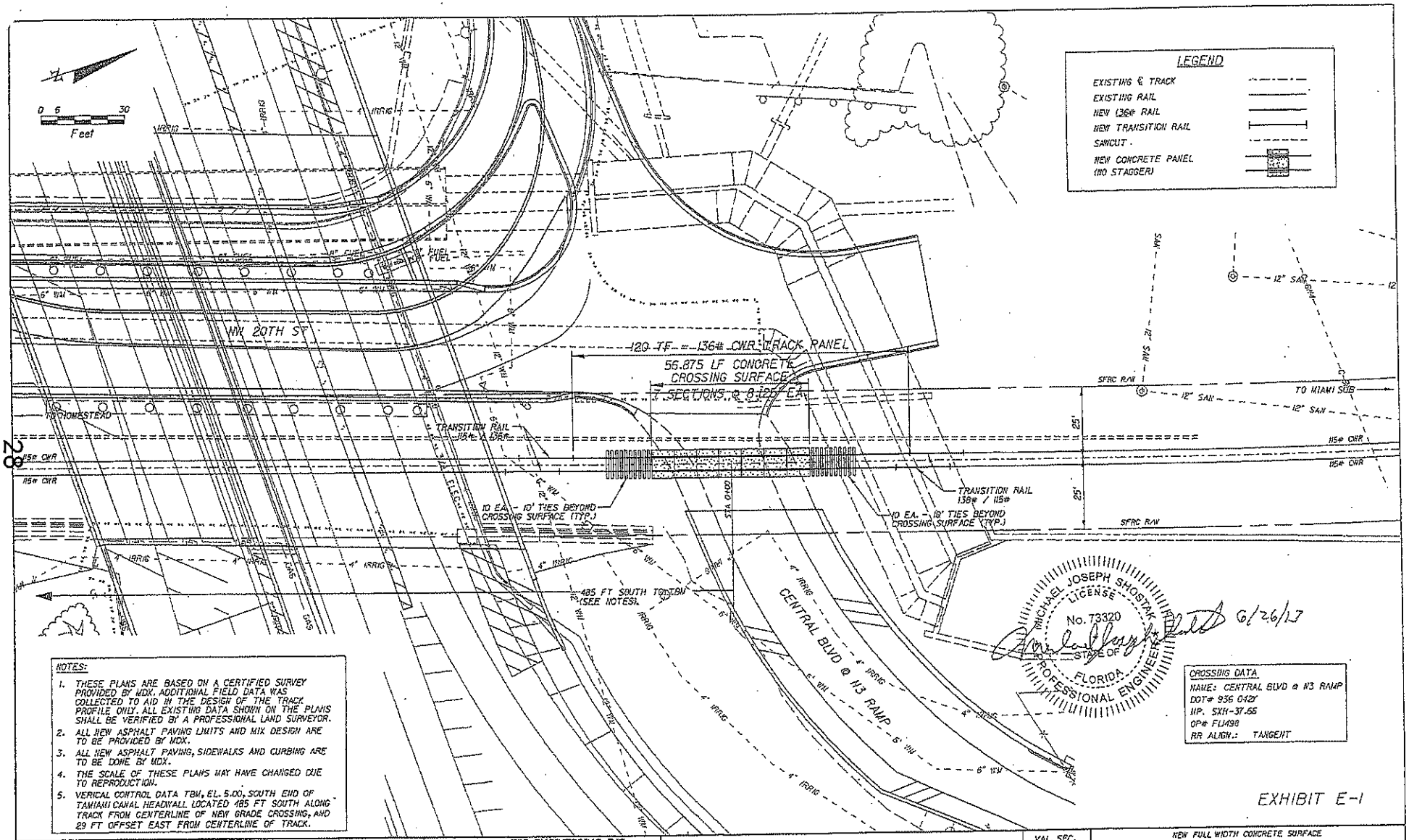
AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982
GENERAL AUTHORITY: 334.044, F.S.
SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

EXHIBIT E

Final Crossing Configuration



REV.	DATE	BY	DESCRIPTION
1	6/26/13	DRK	EXHIBIT E-1

DRAWING SCALE	1" = 30'
DRAWING DATE	05/28/13
DRAWN BY:	JSH
CHECKED BY:	DRK
APPROVED BY:	MJS

HDR ENGINEERING, INC.
200 W. FORSYTH ST., STE. 800
JACKSONVILLE, FL 32202
(904) 598-8000
CERTIFICATE OF AUTHORIZATION NO. 433
ENGINEER OF RECORD:
MICHAEL J. SHOSTAK
P.E. LICENSE NO. 73320

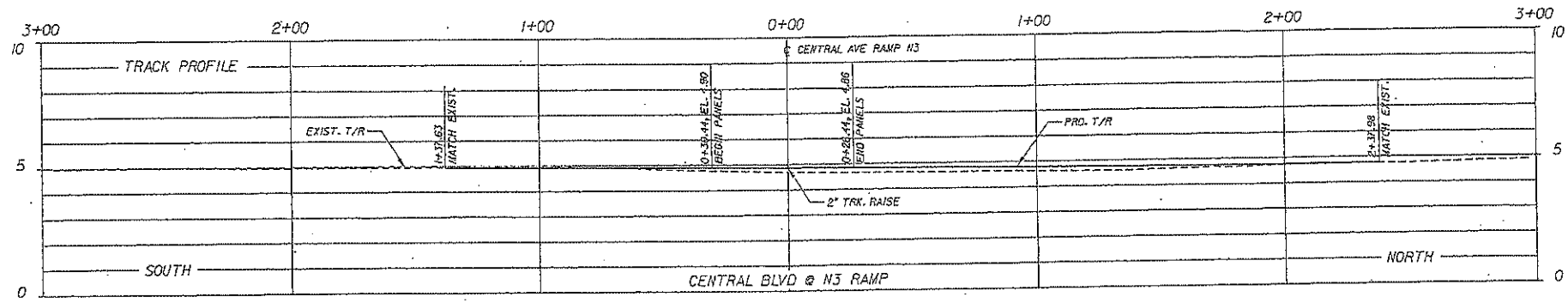
CSX ENGINEERING DEPARTMENT JACKSONVILLE, FLORIDA

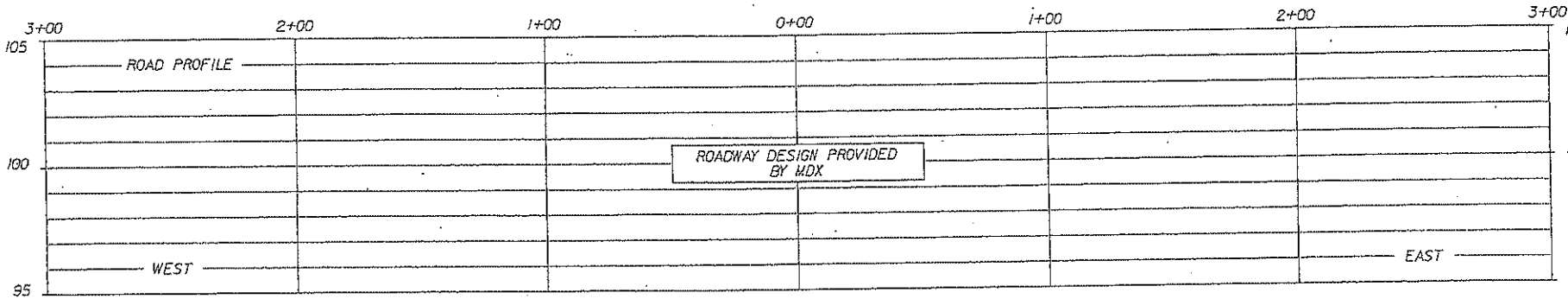
VAL. SEC. 4.7-Fla. L-29 18 VO4443

NEW FULL WIDTH CONCRETE SURFACE
MIAMI
CENTRAL BLVD AT N3 RAMP

MIAMI MIAMI-DADE FLORIDA
DIVISION: JACKSONVILLE SUBDIVISION: HOMESTEAD

DRAWING NO. 936 042Y
SHEET 1 OF 2





29

MICHAEL JOSEPH SHOSTAK LICENSE No. 73320 STATE OF FLORIDA PROFESSIONAL ENGINEER

6/26/13

EXHIBIT E-2

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

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

REV.	DATE	BY	DESCRIPTION
1	6/26/13	DK	EXHIBIT E-2

DRAWING SCALE	1" = 40'
DRAWING DATE	06/26/13
DRAWN BY:	JSH
CHECKED BY:	DK
APPROVED BY:	MJS

HDR ENGINEERING, INC.
200 W. FORSYTH ST., STE. 800
JACKSONVILLE, FL 32202
(904) 598-8900
CERTIFICATE OF AUTHORIZATION NO. 4213

CSX ENGINEERING DEPARTMENT JACKSONVILLE, FLORIDA

VAL. SEC. VJ-FLA. L-29 18 VO4413

NEW FULL WIDTH CONCRETE SURFACE
MAIMI
CENTRAL BLVD @ N3 RAMP

MIAMI | MIAMI-DADE COUNTY | FLORIDA
DIVISION: JACKSONVILLE | SUBDIVISION: HOMESTEAD

DRAWING NO. 936 042r
SHEET 2 OF 2

EXHIBIT F

CSXT Force Account Estimate

MIAMI-DADE EXPRESSWAY AUTHORITY

3790 N.W. 21st Street
Miami, Florida 33142

T / 305-637-3277
F / 305-637-3283

September 7, 2011

Attn: Hal Gibson
CSX Transportation, Inc.
500 Water Street – J301
Jacksonville, FL 32202

Re: Project: MDX 11211 Central Boulevard Widening Realignment and Service Loop (FL1498)
Location: MDX New N3 Ramp at-grade crossing at Central Blvd.
Mile Post: SXH-37.66

Dear Mr. Gibson:

In accordance with our CSX Master Agreement, dated August 4th, 2006, the attached revised FORCE ACCOUNT ESTIMATE for construction is hereby approved for a not to exceed amount of $424,456.00. CSX is given a notice to proceed to charge for services provided under this estimate.

Should you have any questions, please feel free to contact me at your convenience.

Sincerely,

Juan Toledo, P.E.
Assistant Director of Engineering

Attachment: FAE 709 – FL1498 FAE – DOT No. 936042Y

Copy to: HDR: Dave Krafft, P.E.
HDR Engineering Corporation
200 W. Forsyth Street,
Jacksonville, FL 32202
EAC: Sergio Besu, CGC, Chris Bucknor P.E., Claudia Gabuardi
PB: Eduardo Rodriguez, P.E.

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JAVIER RODRIGUEZ, P.E., Executive Director ▪ MARIALUISA NAVIA LOBO, Secretary

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FL1498

ESTIMATE SUBJECT TO REVISION AFTER: 12/3/2011 DOT NO.: 936042Y
CITY: Miami COUNTY: Miami-Dade STATE: FL
DESCRIPTION: MDX New N3 Ramp at-grade crossing at Central Blvd

DIVISION: Jacksonville SUB-DIV: Homestead MILE POST: SXH-37.66
AGENCY PROJECT NUMBER: MDX 11211

PRELIMINARY ENGINEERING:	Provided under Separate PE Authorization					
200 Labor (Non Contract)			Days @	$ 270.00	$	-
200 Additive	31.34%				$	-
230 Expenses					$	-
212 Contracted & Administrative Engineering Services					$	-
Subtotal					$	-
CONSTRUCTION ENGINEERING/INSPECTION:						
200 Labor (Non Contract)		2	Days @	$ 270.00	$	540
200 Additive	31.34%				$	169
230 Expenses					$	94
212 Contracted & Administrative Engineering Services					$	14,576
Subtotal					$	15,379
FLAGGING SERVICE: (Contract Labor)						
070 Labor (Conductor-Flagman)			Days @	$ 350.00	$	-
050 Labor (Foreman/Inspector)		30	Days @	$ 336.00	$	10,080
070 Additive	71.09% (Transportation Department)				$	-
050 Additive	95.98% (Engineering Department)				$	9,675
230 Per Diem	(Engineering Department)	30	Days @	$ 75.00	$	2,250
230 Expenses		30	Days @	$ 45.00	$	1,350
Subtotal					$	23,355
SIGNAL & COMMUNICATIONS WORK:	(Details Attached)				$	148,057
TRACK WORK: (Details Attached)					$	191,253
ACCOUNTING & BILLING:						
040 Labor		24	Days @	$ 200.00	$	4,800
040 Additive	63.03%				$	3,025
Subtotal					$	7,825
PROJECT SUBTOTAL					$	385,869
900 CONTINGENCIES:	10.00%				$	38,587
GRAND TOTAL	**********				$	424,456
DIVISION OF COST:						
Agency	100.00%				$	424,456
Railroad					$	-
TOTAL	**********				$	424,456

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

Prepared by: D. Krafft HDR Engineering 904 598 8908 Approved by: H. A. Gibson CSXT Public Project Group
DATE: 6/6/2011 REVISED: DATE: 40786

Form Revised 05-05-2011-LLS

Project Summary Sheet

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FLI498
Pub EB - FL EB3 (FL)

	TRACK: LABOR						
50	Construct Track Panel	128	MAN-HRS	$ 36.00	$	4,608
50	Remove Existing Crossing	96	MAN-HRS	$ 36.00	$	3,456
50	Install Track Panel	160	MAN-HRS	$ 36.00	$	5,760
50	Install 10' Approach Ties	40	MAN-HRS	$ 36.00	$	1,440
50	Install OTM	40	MAN-HRS	$ 36.00	$	1,440
50	Install Field Welds	32	MAN-HRS	$ 36.00	$	1,152
50	Install Transition Rails	40	MAN-HRS	$ 36.00	$	1,440
50	Install Ballast	32	MAN-HRS	$ 36.00	$	1,152
50	Line and Surface	90	MAN-HRS	$ 36.00	$	3,240
50	Install Crossing Materials	120	MAN-HRS	$ 36.00	$	4,320
50	Flash Butt Weld Rail for Track Panel	128	MAN-HRS	$ 36.00	$	4,608
50	Clean-Up	32	MAN-HRS	$ 36.00	$	1,152
50	Additive 95.98%				$	32,411
230	Per Diem	94	MAN-DAY	$ 90.00	$	8,460
	Subtotal				$	74,639
	TRACK: MATERIAL					
220	Cross-tie - Borate, 10'	74	EA	$ 56.00	$	4,144
220	Crossties, ML Borate	20	EA	$ 46.00	$	920
220	Tie plates, 136# RE, DS	148	EA	$ 10.51	$	1,555
220	Rail, 136RE, New	240	LF	$ 21.00	$	5,040
220	Misc. OTM	1	LOT	$ 1,500.00	$	1,500
220	Ballast - Trucked In	175	NT	$ 45.00	$	7,875
220	Field Welds, 136#	4	EA	$ 100.00	$	400
220	Field Welds, 115#	4	EA	$ 100.00	$	400
220	Transition Rails 115#/136#	4	EA	$ 900.00	$	3,600
210	Concrete Full Width	73	TF	$ 250.00	$	18,250
210	End Caps	1	SET	$ 550.00	$	550
210	Sales Tax on Material 0.00%				$	-
210	Material Handling 5.00%				$	2,212
	Subtotal				$	46,446
	CONTRACT:					
215	Asphalt Paving (In Place) for Asphalt Underlayment under track	65	NT	$ 500.00	$	32,500
215	Roadway Paving Approach (BY DOT CONTRACTOR)	0	NT	$ 350.00	$	-
241	Disposal of Waste Materials	120	FT	$ 15.00	$	1,800
215	Maintenance of Traffic (BY DOT CONTRACTOR)	0	DAY	$ 350.00	$	-
	Subtotal				$	34,300
241	EQUIPMENT RENTAL:					
	Subtotal				$	33,768
50	WORK TRAIN:	1	DAY	$ 2,100.00	$	2,100
	Subtotal				$	2,100
	SALVAGE:					
228	Rail	0	NT	$ 65.00	$	-
228	OTM	0	NT	$ 75.00	$	-
	Subtotal				$	-

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FL1498
Pub EB - FL EB3 (FL)

	SIGNAL WORK:						
210	Material - Field & Consumables					$	58,091
210	Material - Sales Tax					$	-
220	Material - Shop					$	-
60	Construction Labor					$	23,368
65	Shop Labor					$	1,260
230	Subsistence					$	10,270
200	RR Engineering,Preliminary					$	4,145
200	RR Engineering,Construction					$	3,505
60	Additives to Construction Labor					$	21,251
65	Additives to Shop Labor					$	1,092
200	Additives to Engineering					$	2,398
241	Equipment Expense					$	11,050
241	Waste Management					$	408
212	Contract Engineering					$	5,163
211	Freight					$	3,556
216	AC Power Service					$	2,500
228	Salvage					$	-
900	Other					$	-
	Subtotal					$	148,057
	ACCOUNTING & BILLING:						
40	Labor			24 Days @	$ 200.00	$	4,800
40	Additive	63.03%				$	3,025
	Subtotal					$	7,825
	PROJECT SUBTOTAL:					$	385,869
900	CONTINGENCIES:		10.00%			$	38,587
	GRAND TOTAL	**********				$	424,456
	DIVISION OF COST:						
	Agency		100.00%			$	424,456
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Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: D. Krafft HDR Engineering 904 598 5908 Approved by: H. A. Gibson CSXT Public Project Group

DATE: 6/6/2011 REVISED: DATE: 8/31/2011

Form Revised 05-05-2011-LLS

EXHIBIT G

Invoice Certification Form

EXHIBIT G

CSX TRANSPORTATION

Page 1 of

Invoice

Bill No.	:	
Bill Date	:	
Billed Through	:	
Customer No.	:	24936
Project No.	:	
Customer Ref. No.	:	
File No.	:	

Occurrence/In-Service Date

MIAMI DADE EXPRESSWAY AUTHORITY
CO HNTB
ATTN: SANDRA HERDOCIA
8700 WEST FLAGLER STREET
SUITE 402
MIAMI FL 33174

CSX Federal ID No.	:	54 - 6000720
Work Site	:	MIAMI, FL
Project Description	:	AT CENTRAL BLVD RAMP - THIS INCLUDES 3 CONSTRUCTION PROJECTS UNDER ONE PROP OF FLI198. THE CONSTRUCTION PHASE HERE IS FOR THE CENTRAL BLVD OHB WIDENING. ***PB No 20 FOR CHARGES FROM 30-SEP-13 THRU 22-OCT-13***

Item Description *Total Amount*

Invoice Total :

Balance Due This Invoice :

THIS IS TO CERTIFY THAT THE REIMBURSABLE COSTS CONTAINED ON THIS INVOICE/CREDIT MEMO REPRESENTS ACTUAL PROJECT COSTS AND THAT THESE COSTS HAVE NOT PREVIOUSLY BEEN SUBMITTED FOR REIMBURSEMENT

Director Government & Contract Billing

Lock Box Address (payments only):

CSX Transportation, Inc.
PO BOX 116651
ATLANTA GA 30368-0651

Balance Due This Invoice	:	
Due Date	:	
Payment Terms	:	30 NET

If you have any questions regarding this invoice, please contact ER Accounts Receivable at ER_Accounts_Receivable@csx.com or call 904-279-6988. Send mail correspondence to 6735 Southpoint Dr South, CSX Bldg 2 Floor 3 J686, Jacksonville FL 32216