

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(C)
09-04-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R- 980-07

RESOLUTION AUTHORIZING EXECUTION OF A TRI-PARTY AGREEMENT AMONG MIAMI-DADE COUNTY, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, AND CSX TRANSPORTATION, INC. FOR THE INSTALLATION OF RAILROAD CROSSING PROTECTIVE DEVICES AT NW NORTH RIVER DRIVE, IN THE VICINITY OF NW 38 AVENUE

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 Tri-Party Agreement among Miami-Dade County, the State of Florida Department of Transportation and CSX Transportation, Inc., for the installation of railroad crossing protective devices at NW North River Drive, in the vicinity of NW 38 Avenue, in substantially the form attached hereto and made a part hereof; and authorizes the Mayor or his designee to execute same on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4 th day of September, 2007. 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.



Approved by County Attorney as to form and legal sufficiency. HB

Hugo Benitez

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

HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**
Deputy Clerk

Memorandum



Date: September 4, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Execution of a Tri-Party Agreement among Miami-Dade County, the State of Florida Department of Transportation and CSX Transportation, Inc. for the Installation of Crossing Protective Devices at NW North River Drive, in the Vicinity of NW 38 Avenue

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

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of a Tri-Party Agreement among Miami-Dade County, the State of Florida Department of Transportation (FDOT) and CSX Transportation, Inc. for the installation and maintenance of railroad crossing protective devices at NW North River Drive, in the vicinity of NW 38 Avenue.

Scope

The Tri-Party Agreement is specifically for one crossing and is within Commission District 6.

Fiscal Impact/Funding Source

The fiscal impact is the yearly maintenance fee for the crossing protective devices in the amount of \$1,573.00. The funding source to be used is Secondary Gas Tax. Miami-Dade County is not responsible for any of the installation costs.

Track Record/Monitor

The entity is CSX Transportation, Inc. which has performed at a satisfactory level and Miami-Dade County Public Works Department's Project Manager, Mr. Modesto Nuñez, will monitor this project.

Background

The yearly diagnostic review for safety recommended the need for installation of the aforementioned crossing protective devices. The Tri-Party Agreement is necessary for Miami-Dade County's participation in the improvement and maintenance of the devices at the aforementioned crossing under the Federal- 90% State-10% matching funds program for the cost of its installation.


Assistant County Manager




MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: September 4, 2007

FROM: 
Abigail Price-Williams
Acting County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(C)

Please note any items checked.

"4-Day Rule" ("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

Bid waiver requiring County Manager's written recommendation

Ordinance creating a new board requires detailed County Manager's report for public hearing

Housekeeping item (no policy decision required)

No committee review

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF PUBLIC TRANSPORTATION**

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY
SOUTHEAST CORRIDOR ONLY**

FM NUMBER	ROAD NAME OR NUMBER	COUNTY	PARCEL & R/W NUMBER	FAP NUMBER
42054015701	NW NORTH RIVER DRIVE	MIAMI-DADE	1(SIG-B)	00S6-044 J

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

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing, or otherwise changing a portion of the Public Road System, designated by the DEPARTMENT as FM No. 42054015701, on NW NORTH RIVER DRIVE, which crosses at grade the State Rail Corridor and CSXT Property at Railroad MP: SX 1036.60, FDOT/AAR Crossing Number 628378W, at or near CITY OF MIAMI, Florida as shown on DEPARTMENT's Plan Sheet No. N/A, attached hereto as a part hereof; and

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

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

1. If the DEPARTMENT so requests, CSXT shall provide furnish or have furnished, all necessary materials required for, and will construct or install at DEPARTMENT's expense an Automatic Grade Crossing Signals Type IV, Class III and/or other traffic

5

control devices at said location in accordance with the DEPARTMENT's Plans and Standard Index Number 17882 and FHPM 1-4-3 and FHPM 6-6-2-1, or Rule 14-57, F.A.C. all of which by reference made a part hereof. Upon completion of the installation, CSXT shall be responsible for the maintenance of said installation in accordance with the Phase "A" Agreement. The initial construction cost shall be paid by the DEPARTMENT, and shall not be paid from the Maintenance Account established in the Phase "A" Agreement. Maintenance of the grade crossing traffic control devices after initial construction shall be done pursuant to the Phase "A" Agreement and paid for from the Maintenance Account therein established.

2. The DEPARTMENT, in its discretion, may arrange for the synchronization of the railroad crossing devices with existing or proposed highway traffic control devices at N/A, and attendant installation of TYPE IV, CLASS III. None of the parties shall disconnect the interconnection circuit or change or cause to be changed the signal sequence without prior notice to the other. Each party shall maintain its respective devices from the point of the junction box as provided for the interconnect cable.

3. Work contemplated hereunder shall at all times be subject to the approvals and notice provisions of the Phase "A" Agreement.

4. The DEPARTMENT will reimburse CSXT for the cost of watchman or flagging service when the DEPARTMENT's contractor is performing work in the State's Rail Corridor or on CSXT Property. Such costs shall be accrued and billed directly to the DEPARTMENT.

5. (A) The DEPARTMENT will require its contractor to furnish Railroad Protective Liability Insurance naming CSXT and the DEPARTMENT as named insured, in a combination amount of at least Five Million Dollars (\$ 5,000,000.00) per occurrence, for all personal injuries, death, or property damage, subject to an aggregate limit of Ten Million Dollars (\$10,000,000.00) per annual policy period. Said policy shall be written on the ISO/RIMA Form (ISO Form CG-00-35, or current form, with Pollution exclusion Amendment Endorsement (ISO No. CG-28-31). DEPARTMENT or contractor shall submit the original policy to CSXT and shall obtain CSXT's approval Prior to commencing operations.

(B) The DEPARTMENT will also require its contractor to furnish a Certificate of Insurance showing amount of Five Million Dollars (\$ 5,000,000.00) at a minimum, for all Personal Injuries, death, or property damage, the contractor carries Contractors Public Liability and Property Insurance (applicable to the job in question) in the per Occurrence rising during the policy period. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Transmittal 350 dated, October 1, 1982, and any supplements thereto or revisions thereof.

6. The DEPARTMENT shall bear the costs of relocation of any utility (wire or pipe line) or communication line relocated as a result of the construction contemplated herein,

unless the original agreement creating the occupation of such utility or communication line company to relocate said line. CSXT agrees hereby to assist the DEPARTMENT in the enforcement of such original agreement, if so requested.

7. CSXT hereby agrees to install and/or adjust any necessary parts of DEPARTMENT's facilities or equipment along said road in accordance with the provisions set forth in the:

____ (A) DEPARTMENT Procedure No. 725-080-225 "Reimbursement", dated, November 8, 1989, and Rule 14-57 "Responsibility for the Cost of Railroad/Highway Crossing", Florida Administrative Code, dated, July 22, 1982.

XX (B) Federal Highway Administration Federal-Aid Policy Guide Subchapter B, Part 140, Subpart I and Part 646, Subpart B, dated, December 9, 1991 and any supplements thereto or revisions thereof, which, by reference hereto are made a part hereof. CSXT agrees to do all such work with its own forces or by a contractor paid under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

8. Attached hereto, and by reference made a part hereof, are plans and specifications of the work to be performed by CSXT pursuant to the terms hereof, and an estimate of the cost thereof in the amount of \$299,700.00. All work performed by CSXT pursuant hereto, shall be performed to these plans and specifications as approved by the DEPARTMENT, and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, where applicable:

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

10. Fifty percent (50%) of the cost for the operation and maintenance of the grade crossing traffic control devices by the CSXT shall be borne by the COUNTY and fifty percent (50%) shall be paid pursuant to the Phase "A" Agreement, all in accordance with the attached Schedule of Actual Cost of Automatic Highway Grade Crossing Devices, said schedule being subject to future revision by the DEPARTMENT.

11. Unless otherwise agreed upon herein, the COUNTY agrees to insure that, at the crossing, the advance warning signs and railroad crossing pavement markings will conform to the Uniform Traffic Control Devices within thirty (30) days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level as determined by the DEPARTMENT.

12. CSXT has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereinafter.

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by CSXT and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ _____, as supported by a detailed analysis of estimated cost attached hereto. (Note: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$ 100,000.00).

13. If the DEPARTMENT and CSXT concur that an upgrading and/or betterment of the crossing beyond that contemplated in this agreement is desirable, then any cost associated with such upgrading or betterment shall be paid from the maintenance account provided for in the Phase A Agreement. If the COUNTY wishes to upgrade and/or better the crossing, such upgrade or betterment shall be paid by the COUNTY.

14. All salvage value of materials resulting from the work contemplated herein shall be subject to the salvage provisions of the Phase A Agreement.

15. (A) If methods (a) or (b) in Section 14 are indicated, within one hundred eighty (180) days after completion of the work, CSXT shall furnish the DEPARTMENT with four (4) copies of its final invoice and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material, and supplies, and handling costs and other services shall in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible.

(B) The final billing, or the estimate, when a Lump Sum estimate is approved by the DEPARTMENT, as in method (4) in Section 14, shall also show the description and site of the project; the date on which the first work was performed, or if preliminary Engineering or right of way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to CSXT's records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices prepared in accordance with

the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse CSXT in the amount of such actual costs or Lump Sum as approved by the DEPARTMENT's auditor.

16. Should said crossing be abandoned, the DEPARTMENT may at its sole discretion, remove said crossing or otherwise control or use said crossing as the DEPARTMENT desires.

~~17. CSXT covenants and agrees that it will indemnify and hold harmless the DEPARTMENT's officers, agents, and employees from any claim, loss, damage, cost charge or expense arising out of any act, action, neglect, omission or delay by CSXT during the performance of the contract, whether direct or indirect, and whether to any person to which the DEPARTMENT or said parties may be subject, except that neither CSXT nor any of its subcontractors will be liable under this section for damages arising out of any injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees.~~

18. Special provisions (if any, if none so state):

NONE

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Director of Planning and Public Transportation, District Six

CSX TRANSPORTATION, INC.

BY: ~~Eric G. Peterson~~ *Eric G. Peterson*
ASST. CHIEF ENGINEER
PUBLIC PROJECTS

MIAMI-DADE COUNTY

BY: _____

ATTEST: _____
Clerk

Approved as to Form,
Legality and Execution

Approved as to Funds
Available

Approved as to
FHMP Requirements

By: _____
Attorney, FDOT

By: _____
Fiscal, FDOT

By: N/A
FHWA

Date: _____

Date: _____

Date: _____



The Job FI989RPR; user I.D.
 FI989RP <MVS@DOT>
 02/22/2007 02:55 PM

To PT629PB@dot.state.fl.us
 cc
 bcc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOP63

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 FUNDS APPROVAL

Contract #AOP63 Contract Type: AA Method of Procurement: R
 Vendor Name: CSX TRANSPORTATI
 Vendor ID: VF621051971001
 Beginning date of this Agmt: 02/22/07
 Ending date of this Agmt: 12/31/09
 Contract Total/Budgetary Ceiling: ct = \$299,700.00

 Description:
 Installation of Cantilevers Flashing Lights and Gates at CSX
 T King No. 628378W

 ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
 (FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
 AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED

55	062020629	*PT	*134002	*	299700.00	*42054015701	*127	*
2007			*55100100			*088808/07		
0001			*00	*		*0001/04		

 TOTAL AMOUNT: *\$ 299,700.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
 DATE: 02/22/2007

ENVIRONMENTAL CERTIFICATION FOR FEDERALLY FUNDED PROJECTS

FEDERAL AID PROGRAM NUMBER: 00S6-044-J

PROJECT DESCRIPTION: Railroad signal safety improvements at several crossings in Miami-Dade County.

FINANCIAL MANAGEMENT NUMBERS: 420536-1, 420538-1, 420539-1, 420540-1, 420544-1

Projects determined to have general Location and Design Acceptance of Concept under 23 C.F.R. 771.113 (b).

This project is a Categorical Exclusion Type I under 23 C.F.R. 771.117 (c). It was reevaluated on 7/12/06, and the determination remains valid.

This project is a Programmatic Categorical Exclusion under current FHWA agreement. It was reevaluated on _____ and the determination remains valid.

Projects requiring Location and Design Acceptance Concept by FHWA:

This project is a Categorical Exclusion Type II under 23 C.F.R. 771.117 (a and b) approved by FHWA on _____.

This project is a Finding of No Significant Impact (FONSI) under 23 C.F.R. 771.117 approved by FHWA on _____.

This project is a Final Negative Declaration approved by FHWA on _____.

This project is a Final Environmental Impact Statement (EIS) under 23 C.F.R. 771.125 approved by FHWA on _____.

A reevaluation in accordance with 23 C.F.R. 771.129 was approved by FHWA on _____.

SIGNATURE: _____

[Signature]
District Environmental Administrator

DATE: 7/18/06

**GENERIC INSTALLATION ESTIMATE
GRADE CROSSING TRAFFIC CONTROL DEVICES**

To: Florida Dept. of Transportation For: Type 4, Class 3 Signals
 DOT Project No.: _____ New Installation Modification
 Location: Miami County: Miami-Dade State: Florida
 Road Jurisdiction: _____ Road Name: NW North River Drive
 FDOT/AAR Xing No.: 628378W RR MP: SX 1036.60 - Miami Sub.

I. Preliminary Engineering:	Company Forces <input type="checkbox"/>	Contract <input checked="" type="checkbox"/>	\$ <u>17,450</u>
II. Construction Supervision:	Company Forces <input checked="" type="checkbox"/>	Contract <input type="checkbox"/>	\$ <u>13,780</u>
III. Material:			
Highway Grade Crossing Signal Assembly		\$ <u>57,830</u>	
Control Equipment		\$ <u>39,000</u>	
Field Material		\$ <u>29,500</u>	
Material Transportation		\$ <u>2,300</u>	
Material Handling		\$ <u>6,500</u>	
Material Sales Tax		\$ <u>8,800</u>	
Total Material			\$ <u>143,930</u>
IV. Equipment:			
Company Owned		\$ <u>1,820</u>	
Rental		\$ <u>16,120</u>	
Total Equipment			\$ <u>17,940</u>
V. Labor:			
Direct Labor		\$ <u>34,970</u>	
Holidays, Vacation, and Pension		\$ <u>14,830</u>	
Payroll Taxes		\$ <u>14,600</u>	
Insurance		\$ <u>5,300</u>	
Meals and Lodging		\$ <u>14,900</u>	
Total Labor			\$ <u>84,600</u>
		Sub-Total	\$ <u>277,700</u>
VI. Miscellaneous Items:			
<u>Additional labor for the removal of pour in place foundations and</u>		\$ <u>20,000</u>	
<u>excavation of new foundations at proper set back - 5 team days @ \$4000.00 pe</u>		\$ <u>2,000</u>	
<u>Rental of crane to remove existing pour in place foundation</u>		\$ <u>2,000</u>	
			\$ <u>24,000</u>
VII. Total Estimated Cost: (09 /05 /05 By: L. L. Scherr)..	\$ <u>299,700</u>
VIII. Submitted By: <u>CSX Transportation</u>			

This generic estimate shall not be used in negotiations or as an exhibit in construction and maintenance agreements which do not provide for billing of actual costs. This estimate is not valid for lump sum projects.

FLORIDA DEPARTMENT OF TRANSPORTATION
DIAGNOSTIC FIELD REVIEW SHEET
RAIL-HIGHWAY GRADE CROSSING
DATA SHEET

F.M. NO. 42050177

PROJECT NO. _____

CROSSING NO.: 628378W PRIORITY NO.: 26-14 COUNTY: MIAMI-DADE CITY: MIAMI RDWY: NW N RIVER DR
806/05 signed
CLASSIFICATION/LOCATION: DATE LAST UPDATED: 10/07/2002 STATION: HIALEAH R. R. MILEPOST: 1.036.60
R. R. CO.: CSX R. R. BRANCH: SX 811 LATITUDE: 25.81 LONGITUDE: 80.26
R. R. CROSSING STATUS: OPEN-TRACK ACT AS OF 10/14/2002

RAIL OPERATIONS: DATE LAST UPDATED: 12/05/2001 NO. OF MAIN TRACKS: 1 OTHER TRACKS: 0
TRAIN MOVEMENTS: 2834 MAXIMUM TRAIN SPEED: 45 ✓ EFFECTIVE: 12/05/2001

WARNING DEVICES: DATE LAST UPDATED: 28 missing PREEMPTION: _____ ADVANCE WARNING: Y
EXISTING WARNING: CFL&G TYPE OF TRAIN DETECTION: NONE

PHYSICAL DATA: DATE LAST UPDATED: 10/07/2002 OTHER LANES: 0 HIGHWAY SPEED: 30
R. R. CROSSING ANGLE: 60-90 DEG NO. OF THRU LANES: 4 APPROACH CONDITION: NONE MAINTAINING AGENCY: CITY

CROSSING CONDITION: EXCELLENT SCHOOL BUS COUNT: 12 AS OF 2000 PERCENT TRUCKS: 0.00
DEPARTMENT DATA: DATE LAST UPDATED: 10/14/2002

TRAFFIC VOL. (ADT): 26,136 AS OF 2003 SAFETY INDEX UPDATE: 05/27/2005 RECOMMENDED WARNING DEVICE: CFL & G
SAFETY DATA: DATE LAST UPDATED: 05/27/2005 SAFETY INDEX: 40.75

PRED. ACCID./YEAR: 0.16

DESCRIPTION OF SITE / INSTALLATION CONFLICTS: Rotatable cantilevers are existing which makes installation very antiquated. Very little R/W to work with. CSX tacked on R/W and soil. Rubber flange strips are failing and track is sinking. Corridor maintenance issue?

REVIEW TEAM RECOMMENDATION: Cantilevers, Extend sidewalk & curb and gutter to signal in N.E. quadrant to protect signals. Ped. study will be conducted for ped. gates. County to install signs & markings.

DATE REVIEWED 8-4-05 BY _____

REVIEW TEAM PERSONNEL: _____

18
299,700

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

725-090-41
 RAIL
 GGC - 01/06

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42054015701	NW North River Drive	MIAMI-DADE	1(SIG-B)	00S6-044 J

COMPANY NAME: CSX TRANSPORTATION, INC.

A. FDOT/AAR XING NO.: 628378W RR MILE POST TIE: SX 1038.60

B. TYPE SIGNALS PROPOSED IV CLASS III DOT INDEX: 17862

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

Annual Maintenance Cost Exclusive of Installation

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

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

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

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

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U.S. Department
of Transportation
**Federal Highway
Administration**

545 John Knox Road, Suite 200
Tallahassee, Florida 32303

(850) 942-9650

June 26, 2006

In Reply Refer To: HPR-FL

Mr. Lowell Clary
Assistant Secretary for Finance & Administration
Florida Department of Transportation
Tallahassee, Florida 32399

Attention: Mr. James Jobe

Dear Mr. Clary:

Subject: Fiscal Year (FY) 2006 Florida Statewide Transportation Improvement Program (STIP)
Amendment Number 06-09

We have completed our review of Amendment Number 06-09 to the FY 2006 STIP revision that includes the following Financial Project Numbers:

419239-1	420078-2	420809-1	405506-5	418764-1	402520-1
418859-1	408109-1	418302-1	415014-2	415014-1	420633-1
420815-1	211830-2	221754-1	420464-1	420472-1	419113-1
420689-1	420540-1	404545-2	420661-1		

↳ N.W. District

All changes to the funding of these projects were accounted for by the Florida Department of Transportation (FDOT).

We accept this amendment and find that it was developed based on a continuing, cooperative, and comprehensive transportation planning process.

This letter constitutes approval of Amendment Number 06-09 into Florida's FY 06 STIP.

If you have any questions, please contact Ms. Sabrina David, AICP at (850) 942-9650, Ext. 3008.

Sincerely,

For: David C. Gibbs
Division Administrator

cc: Mr. Alex McNeil, FTA (Region IV)
Ms. Ysela Llort, FDOT (MS-57)
Mr. Brian Pessaro, FDOT (MS-28)





Federal Aid Management Office
James Jobe - Manager

Search for: [View Instructions](#)

Items Searched on the following criteria:
Federal Aid Project Number Contain 00S6 044

11/28/2006

[Printable Format \(Page\)](#)

Florida Department of Transportation
Federal Authorization Management System
Notice of Approved Authorization
from Federal Highway Administration
to Participate in Project Costs Incurred
After the Effective Date of Authorization Noted Below

Federal Aid Project Number: **00S6 044**

State Project Number: **420536-1 57 01**

This Notice of Approved Authorization is issued with the stipulation that the Florida Department of Transportation agrees to comply with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) The regulations issued pursuant thereto and (3) the policies and procedures promulgated by the Federal Highway Administration relative to the above designates project. The Florida Department of Transportation also agrees to comply with the applicable provisions set forth in CFR Part 630, Subpart C.

Project Location: **N.W. N RIVER DRIVE AT DOT # 628378 W RRMP SXH 36.60;RAILROAD SIGNAL; CONSTRUCTION**

Character of proposed work: **Safety Rail/Hwy Crossing**

Classification of phase of work <u>to be put under agreement</u>	Effective date <u>of authorization</u>
Highway planning & Research	
Preliminary Engineering	
Right-of-Way	
X Construction	11/28/2006
Other	

Dist.	Urban/ Appr. With	Total Cost	Federal Share	Federal Funds Under Agreement	Advance Construction
06	LS40	126,617.00	100.0%	126,617.00	0.00
06	LS50	299,700.00	100.0%	299,700.00	0.00

Department of Transportation

Available funds certified by: **ANTHONY VILLEGAS**

Date: **11/20/2006**

Approval recommended by: **FORNICHER NIXSON**

Date: **11/20/2006**

Approved and Authorized by: **DAWN RUDOLPH**

Date: **11/20/2006**

Federal Highway Administration

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Approval Recommended By: **SUSAN R. KURTZ**
Approved and Authorized By: **TODD A. JETER**
Agreement Approved By: **TODD A. JETER**

Date: **11/28/2006**
Date: **11/28/2006**
Date: **11/28/2006**

State Remarks:

**INITIAL AUTHORIZATION FOR RAIL
WORK.**

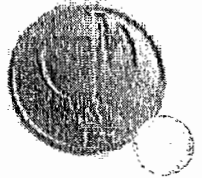
Division Remarks

This Notice of Authorization is not the official FHWA Approved Project Agreement for the project designated above. The official Project Agreement must be printed from FHWA's Fiscal Management Information System (FMIS). The District Federal Aid Coordinator may obtain the Project Agreement at <http://fhwapap05.fhwa.dot.gov/>.

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