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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 1, 2015

Agenda Item No. 8(L)(3)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of a Railroad Reimbursement Agreement Between Miami-Dade County, the South Florida Regional Transportation Authority, and the Florida Department of Transportation for the Installation of a Grade Crossing and Crossing Traffic Control Devices at NW 28 Street in the vicinity of NW 37 Avenue

Resolution No. R-1083-15

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of a Railroad Reimbursement Agreement between Miami-Dade County (County), the South Florida Regional Transportation Authority (SFRTA), and the Florida Department of Transportation (FDOT) for the installation of a grade crossing and crossing traffic control devices at NW 28 Street in the vicinity of NW 37 Avenue; and authorizes the County Mayor or the County Mayor's designee to exercise all provisions therein.

Scope

This Agreement is for one (1) crossing located within Commissioner Bruno A. Barreiro's District 5 and Commissioner Rebeca Sosa's District 6.

Fiscal Impact/Funding Source

The fiscal impact to the County is 50 percent of the crossing signal's yearly maintenance, estimated at $4,221.00 and to be funded through the Secondary Gas Tax (index code CPE06SEC). In addition, upon acceptance of the new section of the road on NW 28 Street between NW 39 Avenue and NW 37 Avenue, the County anticipates an additional annual road maintenance cost of $4,100.00 to be funded through Secondary Gas Tax.

Track Record/Monitor

The implementing agency is the Miami-Dade County Public Works and Waste Management Department and the Project Manager responsible for monitoring this project is Octavio Marin, P.E., Senior Professional Engineer.

Background

The construction of certain components of the Miami Intermodal Center and the opening of a new railroad crossing required the extension of NW 28 Street between NW 39 Avenue and NW 37 Avenue. In order to comply with Florida Administrative Code Rule 14-57.012, FDOT initiated an application to open this new crossing through a Stipulation of Parties (SOP) for the County's execution. The SOP was approved under County Resolution No. R-313-15 and executed on August 11, 2015. The SOP sets forth the obligations and responsibilities of the County and FDOT, including that FDOT will construct and fund all the necessary improvements. The SOP further stipulates that upon completion of the improvements and

acceptance by the County, the County would assume responsibility for the maintenance of NW 28 Street, including 50 percent of the yearly crossing signal maintenance cost.

The attached Railroad Reimbursement Agreement accounts for the improvements and maintenance responsibilities of the County, SFRTA, and FDOT. The County will be responsible for 50 percent of the crossing signal's yearly maintenance and the maintenance costs of the road, once the transfer of NW 28 Street and the improvements are accepted by the County.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(3)

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**

_____ **Statement of social equity 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. 8(L)(3)
12-1-15

RESOLUTION NO. R-1083-15

RESOLUTION AUTHORIZING THE EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION OF A GRADE CROSSING AND TRAFFIC CONTROL DEVICES AT NW 28 STREET IN THE VICINITY OF NW 37 AVENUE AT A 50 PERCENT ANNUAL MAINTENANCE COST TO THE COUNTY ESTIMATED AT $4,221.00 AND AN ANTICIPATED ADDITIONAL ANNUAL ROAD MAINTENANCE COST TO THE COUNTY OF $4,100.00 UPON ACCEPTANCE OF NEW SECTION OF ROAD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a Railroad Reimbursement Agreement between Miami-Dade County (County), The South Florida Regional Transportation Authority and the Florida Department of Transportation, in substantially the form attached hereto and made a part hereof, for the Installation of a Grade Crossing and Crossing Traffic Control Devices at NW 28 Street, in the vicinity of NW 37 Avenue at a 50 percent annual maintenance cost to the County currently estimated at $4,221.00 and an anticipated additional annual road maintenance cost to the County of $4,100.00 upon acceptance of the new section of the road on NW 28 Street between NW 39 Avenue and NW 37 Avenue; and authorizes the County Mayor or the County Mayor's designee to execute same on behalf of Miami-Dade County and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner **Audrey M. Edmonson** , who moved its adoption. The motion was seconded by Commissioner **Bruno A. Barreiro** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**absent**		
Esteban L. Bovo, Jr., Vice Chairman	**absent**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD REIMBURSEMENT AGREEMENT

GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
250234-7-57-01	NW 28th Street	Miami-Dade	N/A	N/A

THIS AGREEMENT, made and entered this _____ day of _____, 2015 by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes (hereinafter "**SFRTA**") and the STATE OF FLORIDA acting through its DEPARTMENT OF TRANSPORTATION, a government agency organized under the laws of the State of Florida, (hereinafter "**Department**") and Miami-Dade County (hereinafter "**County**")

WHEREAS, the **Department** purchased the South Florida Rail Corridor from CSX Transportation, Inc., **(CSXT)** for long-term public transportation purposes, including the operation of a commuter rail system; and

WHEREAS, at such time, the **Department and SFRTA** entered into an Operating and Management Agreement, Phase A, dated May 11, 1988, as amended from time to time (the "**Operating Agreement**"), pursuant to which **CSXT** is to construct or cause to be constructed additions and betterments to the South Florida Rail Corridor; and

WHEREAS, in order to improve the efficiency of the South Florida Rail Corridor, the **Department** is constructing the Miami Central Station (hereinafter "**MCS**") at the Miami Intermodal Center (hereinafter "**MIC**"), pursuant to Section 5 of the **Operating Agreement**; and

WHEREAS, the **Department** and **CSXT** entered into the Amended South Florida Operating and Management Agreement ("SFOMA") dated January 25, 2013 and **SFRTA's** Governing Board approved SFOMA's terms and conditions on January 25, 2013; and

WHEREAS, the **Department** and **SFRTA** entered into an Operating Agreement for the South Florida Rail Corridor, dated June 13, 2013, ("2013 SFRC Agreement") formalizing the operating rights and responsibilities of the parties as it relates to SFRTA's responsibilities under SFOMA regarding the management, maintenance, and dispatch of all rail operations and signals on the Corridor; and

WHEREAS, Pursuant to the 2013 SFRC Agreement, **SFRTA**, on behalf of the Department, will manage, operate, maintain, and dispatch all SFRTA operations on the South Florida Rail Corridor (the "Corridor"), and will also maintain and repair the rights-of-way, Layover Facilities and Yards (as collectively defined herein), state-owned buildings and facilities, tracks, bridges, communications, signals and all appurtenances on the Corridor in a satisfactory condition and in accordance with the standards specified in this Agreement and SFOMA; and

WHEREAS, Pursuant to Section 10. ADDITIONS, BETTERMENT, RETIREMENTS AND ALTERATIONS, of the 2013 SFRC Agreement, the **Department** requests **SFRTA** to install a new grade crossing at the new NW 28th Street; and

WHEREAS, the **MCS** features elevated tracks for Metrorail, grade level tracks for Tri-Rail and Amtrak and further features hubs for Metro bus and Intercity Bus service; and

WHEREAS, the **MCS** will require the construction of a new grade crossing at N.W. 28th Street, with two tracks at RR mile post SX1037.10; and

WHEREAS, NW 28th Street will function as a runaround road when longer Amtrak trains are impeding the traffic flow of NW 25th Street; and

WHEREAS, the grade crossing surface and grade crossing signal equipment required at N.W. 28th Street will be constructed by **SFRTA** pursuant to the terms of this agreement; and

WHEREAS, **Department** will design and **SFRTA** will construct all signalized equipment and crossing surface necessary for the proper operation of the crossing at NW 28th Street; and

WHEREAS, the parties hereby intend to set forth the specific terms and conditions governing construction of the foregoing **MCS**, as well as to further define as appropriate, the general terms and conditions governing the same.

WHEREAS, the work contemplated hereunder is subject to the provisions of the Federal Highway Administration Federal-Aid Policy Guide, 23 CFR, Part 140, Subpart I, and Federal-Aid Policy Guide, 23 CFR, Part 646, Subpart B, and DEPARTMENT'S Rule 14-57.011, Florida Administrative Code; and

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

A. The **SFRTA** shall:

1. Install a Standard Railroad Crossing Type , in accordance with **Department's** Standard Index No. 560, which by reference is made a part hereof, at an estimated cost of $350,000, itemization of which is attached hereto.

2. Maintain, at its expense, the crossing surface and all components of the track structure and., the road and all road components of NW 28th Street, located inside of the crossing, which shall include, but not be limited to, the asphalt, base, and subgrade as this area is depicted in Exhibit A attached hereto (the "Crossing").

3. Install at an estimated cost of $850,000, itemization of which is attached hereto, automatic traffic control devices, hereafter called "devices", at said location, in accordance with: (1) the **Department's** Plans and Standards Index Number 17882 and (2) Federal-Aid Policy Guides mentioned above and Rule 14-57.011, Florida Administrative Code all of which by reference are made a part hereof.

4. Provide protective services in accordance with U.S. Department of Transportation Manual on Uniform Traffic Control Devices during the performance of the work the cost of which is included in the attached cost estimate.

5. Submit to the **Department** the final bill, in accordance with applicable Section 215.422, Florida Statutes, and Federal requirements, within one hundred eighty (180) days from the completion date of the project, for all actual reimbursable identified charges including credits for salvage or betterments, if any, attributable to the project; and itemize all substantial charges in a form comparable to the charges contained in the cost estimate provided for in Paragraphs A.1. and A.3.

6. Operate and maintain said devices and perform any adjustment, relocation or replacement of said devices; the cost therefore shall be assumed or appointed in accordance with Paragraph C.1. and C.11.

7. The **Department** reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

B. The **DEPARTMENT** shall:

1. Promptly compensate the **SFRTA**, as detailed in the Agreement, for all actual costs attributable to the project, provided for in Paragraphs A.1. and A.3., as billed by the **SFRTA**, pursuant to Paragraph A.5. in accordance with Section 215.422, Florida Statutes.

2. Require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of $2,000,000, for all personal injuries, death, or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed by Federal funds, with respect to bodily injury, death, or property damage, is limited to a combined amount of $6,000,000 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its contractor to furnish SFRTA a Certificate of

Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of $5,000,000 for all personal injuries, death, or property damage per occurrence arising during the policy period. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Policy Guide, 23 CFR, Part 646, Subpart A, and any supplements thereto or revisions thereof.

3. Compensate the SFRTA for the cost of watchmen or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to the SFRTA'S tracks and whenever the contractor is performing work requiring movement of employees, trucks, or other equipment across the tracks of the SFRTA, or when at other times the SFRTA and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph A.5.

C. The PARTIES agree:

1. Upon completion of the crossing at NW 28th Street, the **DEPARTMENT**, at its sole cost and expense, shall be responsible for the maintenance of the road and all road components of NW 28th Street, located outside of the Crossing, which shall include, but not be limited to, the asphalt, base, and subgrade. Upon acceptance by the County of the transfer of NW 28th Street to the **COUNTY**, the **COUNTY**, at its sole cost and expense, shall be responsible for the maintenance of the road and all road components of NW 28th Street, located outside of the Crossing, which shall include, but not be limited to, the asphalt, base, and subgrade.

2. That fifty percent (50%) of the cost for the maintenance of the devices shall be borne by the **SFRTA** and fifty percent (50%) shall be borne by the **COUNTY**, in accordance Rule 14-57.011, Florida Administrative Code, and with the attached Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices, subject to future revision. The cost of any later upgrades or replacements of the devices shall be borne by the **DEPARTMENT.**

3. All work contemplated at this crossing shall at all times be subject to the approvals and notice provisions of the Operating Agreement. The County shall have no obligation under this section.

4. Liability for services under this agreement shall be governed in accordance with the terms and conditions of the Operating Agreement. The County shall have no obligation under this section.

5. That State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

   "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the service to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

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

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

8. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with Rule 14-57.011, Florida Administrative Code, and the Federal Highway Administration Federal-Aid Policy Guide, 23 CFR, Part 140, Subpart I "Reimbursement for Railroad Work."

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

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

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

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

    A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

11. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this agreement:

    An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

12. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

    "The DEPARTMENT'S obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature."

13. That the cost of any adjustment, relocation, or replacement of the railroad crossing devices shall be assumed by the party initiating such action, unless otherwise provided for in this contract, existing contract between the parties, or in existing contracts between one of the parties and a third party.

14. That should the use of said crossing be abandoned due to removal of the roadway, then all rights hereby granted to the DEPARTMENT shall thereupon cease and terminate and the DEPARTMENT will, at its sole cost and in a manner satisfactory to the SFRTA, remove said crossing and restore SFRTA'S property to the condition previously found, providing that the DEPARTMENT may request the SFRTA to remove the crossing and restore its property, and the DEPARTMENT will, in such event, upon bill rendered, pay to the SFRTA (in accordance with Section 215.422, F. S.) the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph A.5.

15. The SFRTA reserves the right at any time, if it so desires, to construct additional trackage across said crossing, at its cost and expense, and the relocation of any curbs, gutters, roadway signs, etc. , outside of the SFRTA maintenance as depicted in exhibit A, shall be at the cost of the County. This agreement does not allow the DEPARTMENT to install or permit the installation of any other utility within the limits of the crossing described herein.

16. SFRTA shall:

    1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the SFRTA during the term of the contract; and

    2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

16. An entity who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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

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

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

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

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

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION BY:

_____

MIAMI-DADE COUNTY FLORIDA

_____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

BY: _____

Approved as to Form
and Legal Sufficiency

Teresa Moore
SFRTA General Counsel

Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements
BY: _____	BY: _____	BY: _____
Attorney - DOT Date	Comptroller - DOT Date	FHWA Date

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
25023475201	NW 28th Street	MIAMI-DADE		

COMPANY NAME: South Florida Regional Transportation Authority

A. FDOT/AAR XING NO.: TBD RR MILE POST TIE: SX 1037.10

B. TYPE SIGNALS PROPOSED III CLASS IV 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	$6,728.00
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.

Itemization of Cost

New Grade Crossing NW 28th Street

Asphalt approaches	$100K
Concrete crossing	$200K
Flagging (Misc.)	$ 50K
TOTAL	$350K

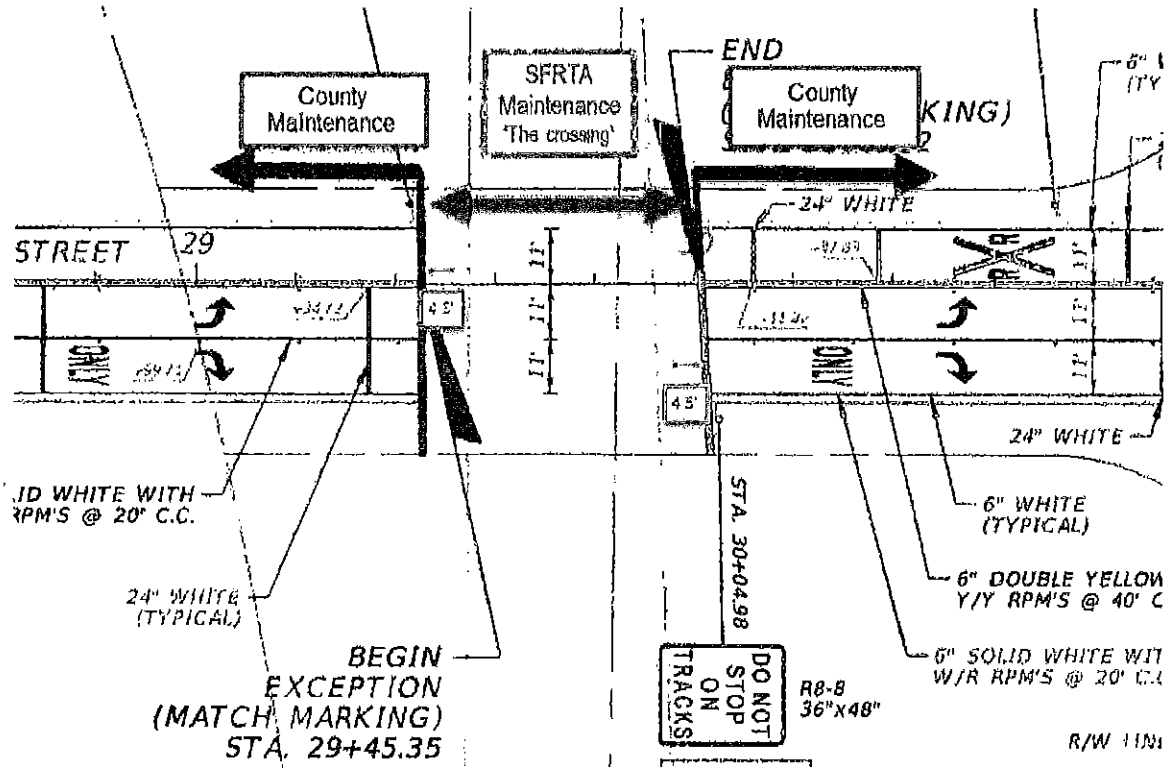
Signal System

Four quadrant gates system $850K

(Includes traffic preemption and changes to existing bungalows)

Total cost $1,200,000

Exhibit A



County Maintenance
SFRTA Maintenance 'The crossing'
END
County Maintenance
KING)
24" WHITE
STREET
29
ONLY
ONLY
24" WHITE
ID WHITE WITH
RPM'S @ 20' C.C.
24" WHITE (TYPICAL)
BEGIN EXCEPTION (MATCH MARKING) STA. 29+45.35
STA. 30+04.98
DO NOT STOP ON TRACKS
R8-8 36"x48"
6" WHITE (TYPICAL)
6" DOUBLE YELLOW Y/Y RPM'S @ 40' C
6" SOLID WHITE WIT W/R RPM'S @ 20' C.C
R/W LINE