

Memorandum



Date: July 20, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(N)(7)

From: Daniella Levine Cava
Mayor

Resolution No. R-737-21

Daniella Levine Cava

Subject: Resolution Authorizing the Execution of a Tri-Party Agreement Between Miami-Dade County, the State of Florida Department of Transportation and CSX Transportation, Inc. for the Installation of Railroad Crossing Traffic Control Devices at NW 87th Avenue in the vicinity of NW 12th Street

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Tri-Party Agreement among Miami-Dade County (County), the State of Florida Department of Transportation (FDOT), and CSX Transportation, Inc. (CSXT) for the installation of railroad crossing traffic control devices at NW 87th Avenue in the vicinity of NW 12th Street.

Scope

This Tri-Party Agreement is for one (1) railroad crossing within District 12, represented by Chairman Jose "Pepe" Diaz and is within the City of Doral.

Fiscal Impact/Funding Source

The County will be responsible for a yearly maintenance fee in the amount of \$1800.00 for the crossing traffic control devices, which is 50 percent of the total yearly maintenance fee. CSXT will be responsible for the remaining 50 percent of the total yearly maintenance fee, as stipulated by the cost sharing policy. The County will not be responsible for installation costs. CSXT will install all the necessary facilities and FDOT will fund all installation costs. Funding for this work will be provided from Secondary Gas Tax programmed within the "FY20-21 Adopted Budget and Multi-Year Capital Plan Capital Plan, Vol 2. Transportation and Public Works." PROGRAM: 2000000541 SAFETY IMPROVEMENTS – COUNTYWIDE; PROJECT: 68855, RAILROAD CROSSING IMPROVEMENTS.

Track Record/Monitor

The implementing County agency is the Department of Transportation and Public Works, and the Project Manager responsible for monitoring this project is Mr. Octavio Marin, P.E.

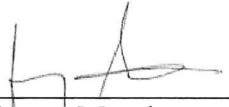
Delegated Authority

In accordance with Section 2-8.3 of the Miami-Dade Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the Mayor and Mayor's designee to execute the agreement and receive and expend these and any additional funds should they become available.

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
Page No. 2

Background

The yearly safety diagnostic review coordinated by FDOT revealed the need for improvements to the railroad crossing traffic control devices at NW 87th Avenue in the vicinity of NW 12th Street. The cost sharing policy for improvement at railroad crossings was approved by The Board on October 5, 1976 under Resolution R-1090-76, which stipulates that the "County may participate in the cost of maintaining grade crossing protection devices in the amount of fifty percent (50%) of the cost."



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(7)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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(N)(7)
7-20-21

RESOLUTION NO. _____ R-737-21

RESOLUTION AUTHORIZING THE EXECUTION OF A TRI-PARTY AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CSX TRANSPORTATION, INC. FOR THE INSTALLATION OF RAILROAD CROSSING TRAFFIC CONTROL DEVICES AT NW 87TH AVENUE IN THE VICINITY OF NW 12 STREET

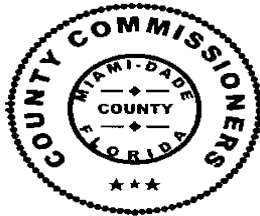
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of a Tri-Party Agreement between Miami-Dade County, the State of Florida Department of Transportation, and CSX Transportation, Inc., in substantially the form attached to this resolution, for the installation of railroad crossing traffic control devices at NW 87 Avenue, in the vicinity of NW 12 Street, and authorizes the County Mayor or County Mayor's designee to execute same on behalf of Miami-Dade County, to exercise the provisions contained therein, and to perform all acts necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of July, 2021. 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: Melissa Adames
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

725-090-27
RAIL
OGC - 06/17

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44778015701	NW 87th Avenue	MIAMI-DADE ☒	1(87500-SIGF)	D621-024-B

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and CSX TRANSPORTATION, INC. (CSXT), a corporation organized and existing under the laws of VIRGINIA, with its principal place of business in the City of JACKSONVILLE, County of DUVAL, State of FLORIDA, hereinafter called the COMPANY; and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 447780-1-57-01, on NW 87th AVENUE / CR973, which crosses at grade the right of way and tracks of the COMPANY'S Milepost SXL-43.57, FDOT/AAR Crossing Number 631208F, at or near NW 87TH AVENUE, as shown on DEPARTMENT'S Plan Sheet No. LOCATION MAP, attached hereto as a part hereof; and

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

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type IV Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Standard Plans, Index 509-070 attached hereto and made a part hereof.
2. After installation of said signals is completed, fifty (50%) ☒ percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) ☒ percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

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

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

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

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

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

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 461,341.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

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

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

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

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

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

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

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

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

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

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

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the 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.).

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

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

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

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

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

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

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

19. 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.

20. 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.

21. 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.

22. ~~The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,~~

~~whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

23. COMPANY shall:

FDOT

COUNTY

TCS
CSXT



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 COMPANY 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.

24. 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.

25. 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.

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

27. 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.

28. 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 above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Transportation Development)

COMPANY: CSXT

BY: Tony C Bellamy
(TITLE: Tony Bellamy - Director Project Management -)
Public Projects

MIAMI-DADE COUNTY , FLORIDA

BY: _____
(TITLE: _____)

Legal Review

BY: _____
Attorney - DOT Date

Approved as to Funds
Available

BY: _____
Comptroller - DOT Date

Approved as to FAPG
Requirements

BY: _____
FHWA Date

To: Dionne.Richardson@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

ASL47

2/18/2021

CONTRACT INFORMATION

Contract:	ASL47
Contract Type:	AB - RR SIGNALS-MAINT (RR-SIG/MTE)
Method of Procurement:	R - RAILROAD/UTILITIES AGREEMENT
Vendor Name:	CSX TRANSPORTATION, INC.
Vendor ID:	F546000720022
Beginning Date of This Agreement:	02/17/2021
Ending Date of This Agreement:	06/16/2026
Contract Total/Budgetary Ceiling:	ct = \$461,341.00
Description:	Signal Safety Project / 631208F / NW 87th Avenue

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 2/18/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	134000
Amount:	\$461,341.00
Financial Project:	44778015701
Work Activity (FCT):	127
CFDA:	
Fiscal Year:	2021
Budget Entity:	55100100
Category/Category Year:	088808/21
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$461,341.00

WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
447780-1-57-01	NW 87 th Avenue	MIAMI-DADE	1(87500-SIGF)	D621-024-B

RAILROAD COMPANY

CSXT

- A. JOB DESCRIPTION & LOCATION: (2) 38' Gate / Cantilever combo units, 2 Ped Gates, 8X8' House, Motion Detection, Power Service
- B. TYPE OF ROADWAY FACILITY: 6 Thru lanes - Principal Arterial - Other
- C. FDOT/AAR XING NO.: 631208F RR MILE POST TIE: SXL-43.57
- D. TYPE CROSSING PROPOSED: IV Class: III DOT INDEX: 509-070-1
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES (See Agreement dated TBD)
 - a. ☐ None-New Crossing.
 - b. ☐ Crossbuck and Disk
 - c. ☐ Flashing Signals with Disk
 - d. ☐ Flashing Signals with Cantilever
 - e. ☐ Flashing Signals with Gates
 - f. ☒ Flashing Signals with Cantilever and Gates
 2. PROPOSED DEVICES (Safety Index Rating 669)
 - a. ☐ No revision required
 - b. ☐ Crossbuck and Disk
 - c. ☐ Flashing Signals and Disk
 - d. ☐ Flashing Signals with Cantilever
 - e. ☐ Flashing Signals with Gates.
 - f. ☒ Flashing Signals with Cantilever and Gates.
 - g. ☐ Relocate existing signal devices
 - (1) ☐ (With-Without) addition of Gates
 - (2) ☐ ((With-Without) synchronization with highway traffic signals
 - (3) ☐ ((With-Without) constant warning time
- F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1. ☐ By Others (____ Company.)
 2. ☐ By Railroad Company.
- G. AUTHORITY REQUESTED (Draft attached: ☐ Yes ☐ No)
1. ☒ Agreement (Third Party Participating Miami-Dade County)
 2. ☐ Supplemental Agreement No. _____
 3. ☐ Crossing Permit
 4. ☐ Estimate for Change Order No. 1
 5. ☐ Letter of Authority
 6. ☐ Letter of confirmation (No Cost to Department)
- H. OTHER REMARKS: Negotiations to be completed by: _____

Negotiations to be completed by: _____

Signal installation target date: _____

Synchronization: (Draft attached : ☐ Yes ☐ No)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS

725-090-41
RAIL
OGC - 07/16

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44778015701	NW 87th Avenue	MIAMI-DADE ☐	1(87500-SIGF)	D621-024-B

COMPANY NAME: CSXT

A. FDOT/AAR XING NO.: 631208F RR MILE POST TIE: SXL-43.57

B. TYPE SIGNALS PROPOSED IV CLASS III DOT INDEX: 509-070-1

**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	2-Quadrant Flashing Lights with One Track	\$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$8,930.00

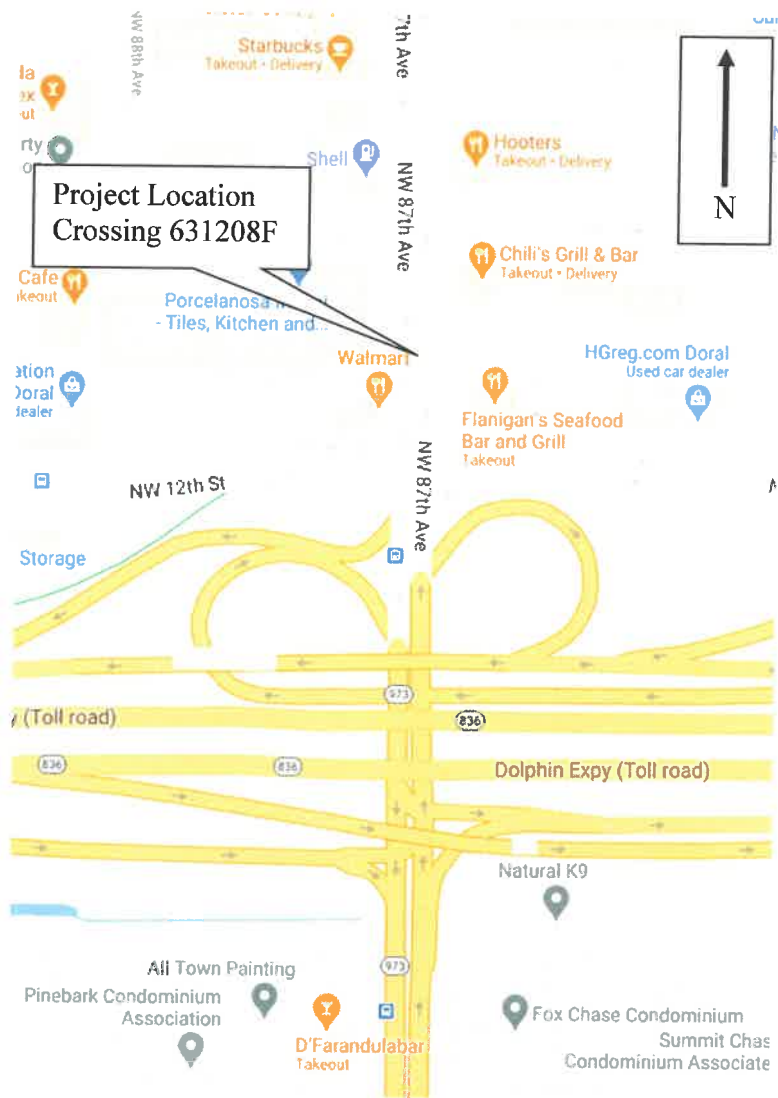
AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

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, 2016 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.



LOCATION MAP

CSXT

LOCATION:	NW 87 th Avenue
COUNTY:	Miami-Dade
FINANCIAL PROJECT NO.:	447780-1-57-01
CROSSING NO.:	631208-F
RAILROAD MILEPOST:	SXL 43.57

ESTIMATE SUBJECT TO REVISION AFTER: 12/30/1900 DOT NO.: 631208F
 CITY: Miami COUNTY: Miami Dade STATE: FL
 DESCRIPTION: NW 87th Ave - OOM estimate to install (2) 38' gate/cantilever combo units, (2) PED gates, 8x8 house,
 motion detection and power service
 ZONE: Florida SUB-DIV: Homestead MILE POST: SXL-43.57
 AGENCY PROJECT NUMBER: 0

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	\$	6,500
	Subtotal	\$	6,500

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	\$	6,500
	Subtotal	\$	6,500

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	0	Days @	\$ 350.00	\$	-
50	Labor (Foreman/Inspector)	0	Days @	\$ 504.00	\$	-
70	Additive 150.40% (Transportation Department)				\$	-
50	Additive 149.50% (Engineering Department)				\$	-
230	Expenses (Engineering Department)	0	Days @	\$ 75.00	\$	-
230	Expenses (Transportation Department)	0	Days @	\$ 45.00	\$	-
	Subtotal				\$	-

SIGNAL & COMMUNICATIONS WORK:	\$	341,878
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TRACK WORK:	\$	-
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PROJECT SUBTOTAL:	\$	354,878.07
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900	CONTINGENCIES:	30.00%	\$	106,463.42
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PROJECT TOTAL:	*****	\$	461,341.49
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CURRENT AUTHORIZED BUDGET:	*****	\$	-
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TOTAL SUPPLEMENT REQUESTED:	*****	\$	461,341.49
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DIVISION OF COST:

Agency	100.00%	\$	461,341
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

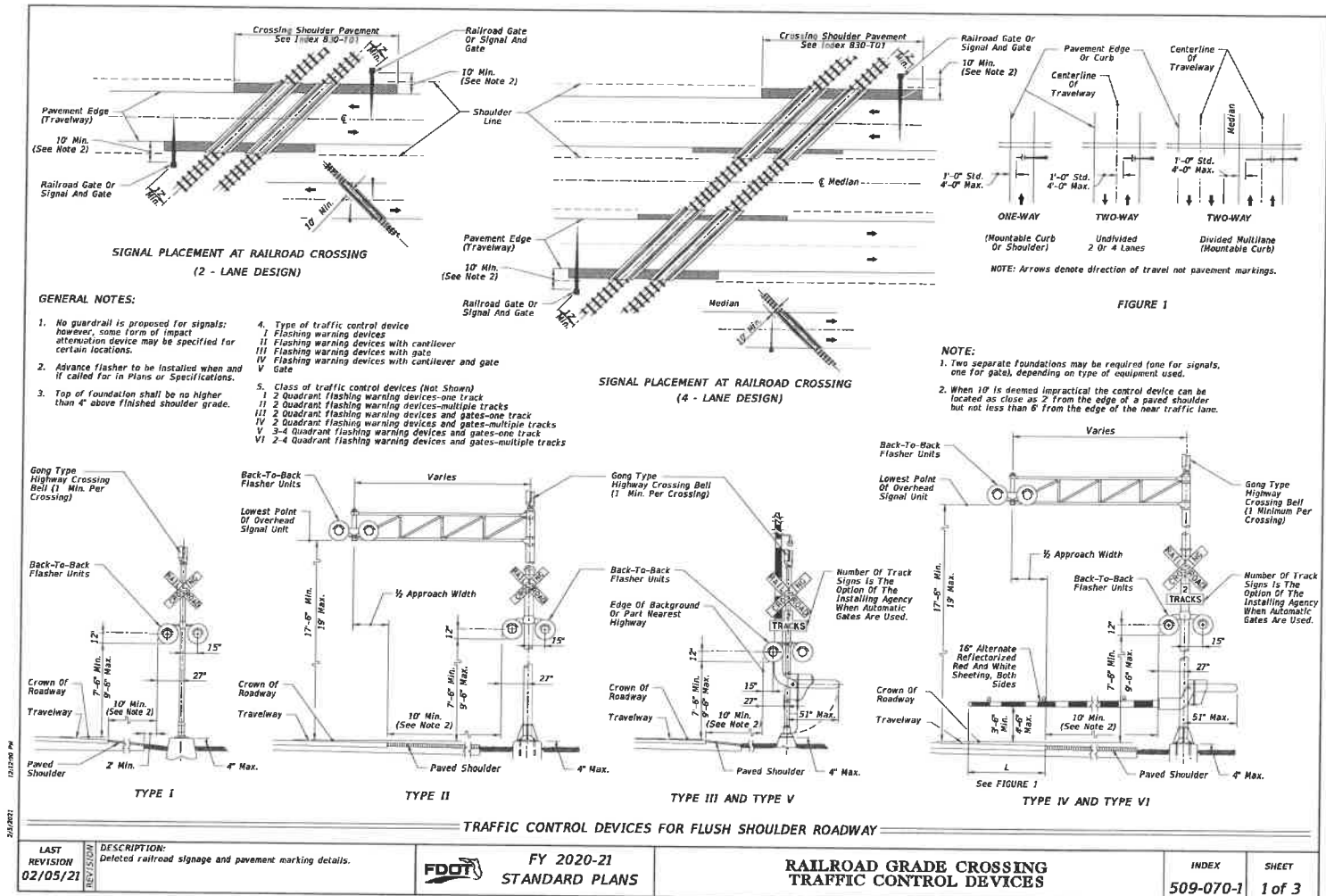
This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

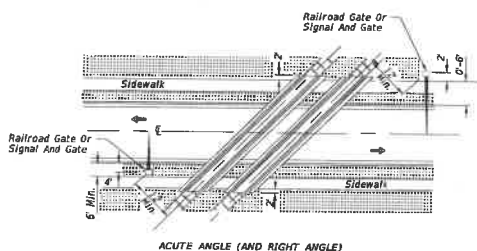
Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: 0

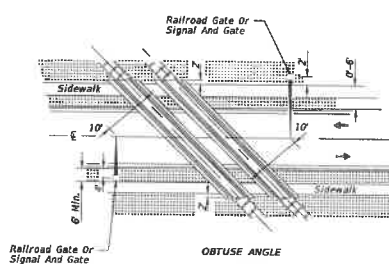
Approved by: 0 CSXT Public Project Group

DATE: 01/00/00 REVISED: 01/00/00 DATE: 01/00/00





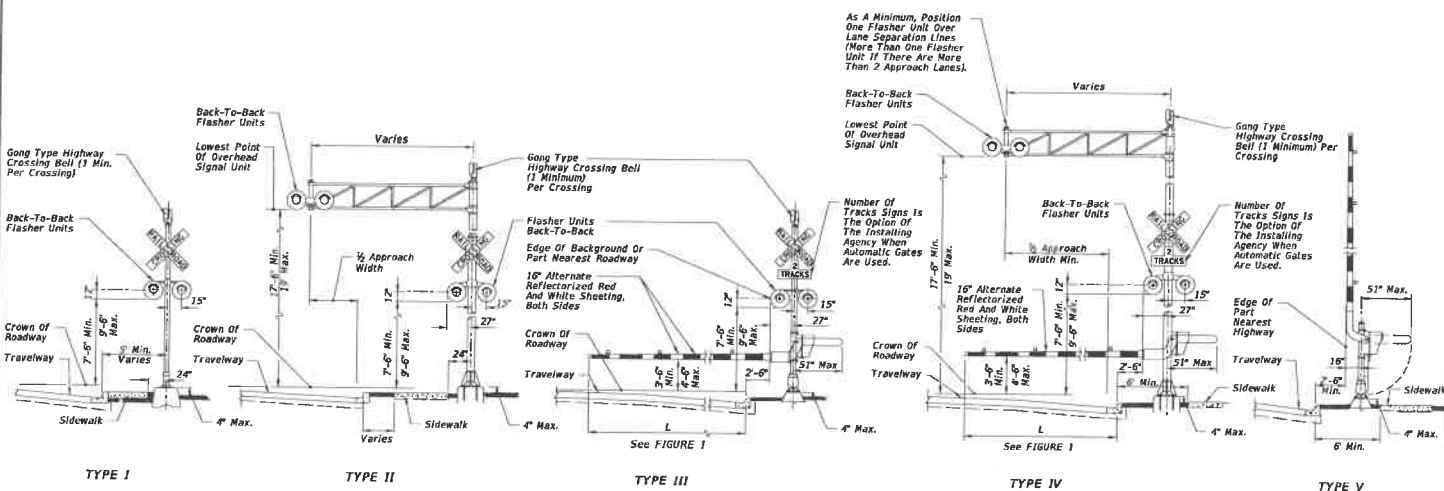
ACUTE ANGLE (AND RIGHT ANGLE)
SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)



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

NOTES:

1. The location of flashing warning devices 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'-0".
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 warning device is used, the minimum vertical clearance shall be 17'-6" from above the crown of roadway to the lowest point of the overhead signal unit.



TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

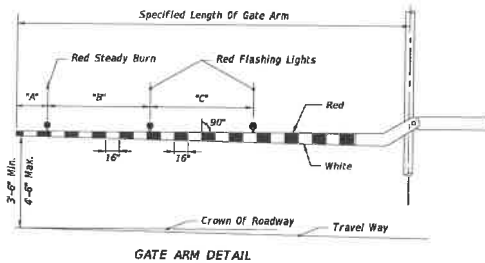
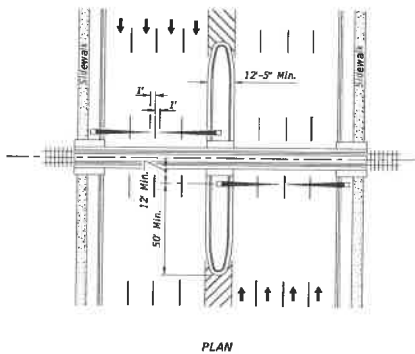
LAST REVISION	DESCRIPTION:
02/05/21	Deleted railroad signage and pavement marking details.



FY 2020-21
STANDARD PLANS

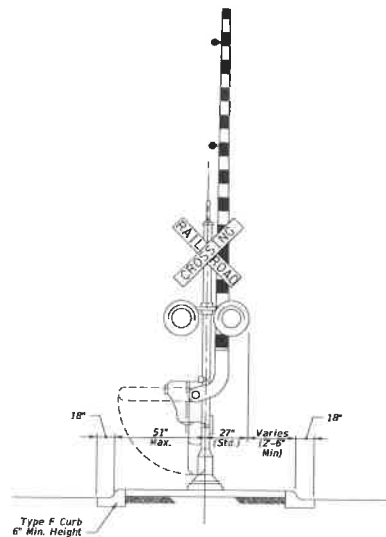
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

INDEX	SHEET
509-070-1	2 of 3

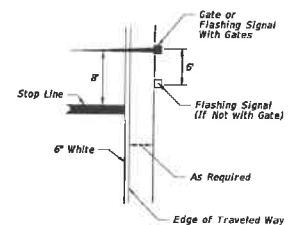


RAILROAD GATE ARM LIGHT SPACING			
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6'	36'	5'
15 Ft.	18'	36'	5'
16-17 Ft.	24'	36'	5'
18-19 Ft.	28'	41'	5'
20-23 Ft.	28'	4'	5'
24-28 Ft.	28'	5'	5'
29-31 Ft.	36'	6'	6'
32-34 Ft.	36'	7'	7'
35-37 Ft.	36'	9'	9'
38 And Over	36'	10'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



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS
(Three or More Driving Lanes in one Direction, 45 mph or less)

LAST REVISION
02/05/21
DESCRIPTION:
Added Relative Location of Crossing Traffic Control Devices details.



FY 2020-21
STANDARD PLANS

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

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