
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution Authorizing Execution of a Railroad Reimbursement Agreement Between the Florida Department of Transportation; CSX Transportation, Inc.; and Seminole County, for Synchronization of Grade Crossing Traffic Control Devices on SR-434

DEPARTMENT: Public Works

DIVISION: Traffic Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Renee Bumgardner

EXT:

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute the Railroad Reimbursement Agreement between the Florida Department of Transportation; CSX Transportation, Inc.; and Seminole County, for Synchronization of Grade Crossing Traffic Control Devices on SR 434 west of CR 427.

District 3 Dick Van Der Weide

Melonie C. Barrington

BACKGROUND:

Annually, the Florida Department of Transportation (FDOT) assembles a District Diagnostic Team to conduct evaluations of railroad crossings. A review of site equipment and maintenance agreements for each crossing is part of the annual process. The 2006 review revealed records did not contain a required document for the existing synchronization equipment that is in place and operational at the SR-434 railroad/highway grade crossing west of Ronald Reagan Boulevard (CR-427) in Longwood. The railroad crossing is synchronized through a junction box and cable maintained by Seminole County with the SR-434/CR-427 intersection traffic signal which is also operated and maintained by the County.

This agreement will complete the documentation process of this existing installation and does not require any funding from Seminole County. Ministerial action is needed to approve the typical agreement that provides for certain reimbursements to CSX Transportation, Inc. (CSX) by FDOT and officially clarifies operation and maintenance responsibilities relative to the junction box and cabling. The typical agreement is also an essential part of the documentation necessary to qualify certain types of potential repairs, replacements and upgrades at this location for future Federal Highway Administration funding programs.

This Agreement was previously approved by the BCC in July 2006. However, CSX would not execute the agreement without changes being made to paragraphs 16 and 17 described in the attached letter from CSX to FDOT, dated February 2, 2007. These changes have been made and FDOT is now requesting that Seminole County execute the revised agreement with the changes.

STAFF RECOMMENDATION:

Staff recommends the Board adopt the Resolution and authorize the Chairman to execute the Railroad Reimbursement Agreement between the Florida Department of Transportation; CSX Transportation, Inc.; and Seminole County, for synchronization of grade crossing traffic control devices on SR-434 west of CR-427.

ATTACHMENTS:

1. Location Map
2. CSX Letter 02-02-07
3. Agreement & Resolution SR-434

Additionally Reviewed By:

County Attorney Review

SR 434 W of CR 427 at RxR Tracks Location Map



SR 434 W of CR 427
at RxR Tracks

Locator Map

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

December 2007



L. L. Scherr
Principal Manager
Public Projects Department

500 Water Street,
13th Floor, (S/C J-301)
Jacksonville, Florida 32202
Ph. (904) 366-3057
Fax Ph. (904) 366-4042

February 2, 2007

Mr. Jim Ganey
District Railroad Coordinator
Florida Department of Transportation
719 S. Woodland Boulevard
Deland, FL. 32720

Subject: Railroad Reimbursement Agreement
Synchronization of Grade Crossing Traffic Control Devices-County
FM No.: 414378-1-57-01
SR-434 Railroad Crossing No. 622073-D Railroad Milepost: A-777.80
City of Longwood, Seminole County, Florida

Dear Mr. Ganey,

I am returning your previously submitted partially executed synchronization agreement for the aforementioned project. The agreement is being returned to you unexecuted by CSX. The contract is being returned unexecuted for the following reasons:

1. The agreement tendered to CSX has paragraph sixteen (16) not only included but modified to incorporate the County into the indemnification. CSX strikes this section out on every agreement tendered by the Florida Department of Transportation (FDOT) with FDOT concurrence and acceptance.
2. Paragraph 17 has been struck from the agreement by the County.

The following changes need to be made to the agreement and resubmitted to CSX for execution:

1. CSX requests that Paragraph 16 be completely removed from the Agreement.
2. CSX requests that Paragraph 17 be placed back into the agreement. CSX can not accept this deletion in the fact that it would void existing contracts and maintenance responsibilities that are currently in affect and should remain in affect.

Upon rectification of these two (2) items, please forward the agreements to CSX for acceptance and execution.

Sincerely,

Leslie L. Scherr

LS/tls

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

725-090-31
RAIL
OGC - 01/07

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
41437815701	SR-434	SEMINOLE	PRE-G	OOS5 007 J

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and CSX TRANSPORTATION, INC., 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; SEMINOLE County, a political subdivision of the State of Florida, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, train-activated Railroad Grade Crossing Traffic Control Devices, hereinafter called "crossing devices", presently exist or shall be installed at the railroad/highway grade crossing on SR-434 which crosses the COMPANY'S Mile Post A - 777.80, being FDOT/AAR Crossing Number 622073-D designated by the DEPARTMENT as Financial Project ID 414378-1-57-01 in or near LONGWOOD, Florida; and

WHEREAS, an existing or proposed highway-to-highway intersection exists adjacent to or in close proximity to the aforementioned grade crossing; and

WHEREAS, the DEPARTMENT and COUNTY hereto, in the interest of safety, desire that the crossing devices be synchronized with existing and/or proposed highway traffic signal devices, hereinafter called "highway devices", so as to assist highway traffic to avoid entrapment on the grade crossing upon the approach of trains, and to provide for improved operational efficiency of the highway system during train passage; and

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

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

1. The COMPANY, at DEPARTMENT'S expense, will furnish a preemption synchronization circuit of the "closed loop fail safe design principle" to a common cable junction box, hereinafter called "synchronization devices", at or near COMPANY'S right-of-way-line.

2. The DEPARTMENT, at its expense, will install or have installed all cable, circuitry and related equipment, required to operate the highway devices in a coordinated and synchronized manner; will terminate the connecting cable from the highway devices at the common cable junction box and will configure the preemption circuit with its system whereby a failure of the highway devices will not cause an unsafe condition. For COMPANY'S review, the DEPARTMENT will furnish the COMPANY a written and/or graphic description of the highway traffic signal system, both in operational mode and failed mode.

3. The common cable junction box and inter-connecting cable ^(FROM THE BOX TO THE TRAFFIC SIGNAL) shall be deemed the property of the COUNTY and shall be maintained by the COUNTY. The inter-connecting cable from the common cable junction box to the crossing devices shall be deemed the property of the COMPANY. The parties hereto shall each have access to the common cable junction box in order to perform appropriate maintenance and testing.

4. The DEPARTMENT, at its expense, will construct, and the COUNTY will upon final acceptance of the installation, operate and maintain the highway devices and agrees to give the COMPANY sufficient notice prior to making any changes in the operation thereof which, in any way, might affect the coordination features of the crossing devices. In the event said highway devices and/or coordinating facilities of the COUNTY become inoperative, COUNTY will notify railroad and restore or repair such devices and/or facilities promptly.

5. The COMPANY, at its expense, will operate and maintain the crossing devices and likewise agrees to give the COUNTY sufficient advance notice prior to making any changes in the operation thereof which, in any way, would affect the coordination features of the COUNTY highway devices. In the event said crossing devices and/or coordinating facilities of the COMPANY become inoperative, COMPANY will notify COUNTY and restore or repair such devices and/or facilities promptly.

6. Attached hereto, and by this reference made a part hereof, are plans and/or operational design sheets numbered N/A as approved by the COMPANY together with specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof (including the common cable junction box) payable to the COMPANY by the DEPARTMENT in the amount of \$ 15,000.00 . All work to be 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, where applicable.

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

8. 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 DEPARTMENT shall promptly reimburse the COMPANY for all actual costs attributable to the project. The actual costs 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, of, 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 compensate the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor in accordance with Section 215.422, Florida Statutes.

9. Payment shall be made only after receipt and approval of goods and services unless 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.).

10. In accordance with Section 287.058, Florida Statutes, the following provisions are included 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 thereof.

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."

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, Florida Statutes and made or received in conjunction with this Agreement.

11. In accordance with Section 215.422, Florida Statutes, the following provisions are included 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) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

12. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

13. 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.

14. 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 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15. 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.

16. ~~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 subcontractors 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.~~

17. If any existing contract exists between the COMPANY and either the COUNTY, or DEPARTMENT, or third party, by which this grade crossing is opened or maintained, or by which other crossing devices or highway devices are installed and maintained, then that contract shall remain in full force and effect, except when in conflict with this synchronization agreement.

18. This agreement will terminate upon the removal of the aforementioned rail-highway grade crossing or removal of either the highway devices or crossing devices.

19. In the event any of the parties hereto desire an assignment of this agreement, it shall be said party's responsibility to obtain a written acceptance of the assignment by the new party of the agreement.

20. Upon execution of this agreement by all parties and after all signal improvements have been placed in service, the Signal Agreement dated 5/6/74, will be terminated.

*** Paragraph 20 was added prior to execution by all parties.

21. Paragraph 3 was modified, prior to execution by all parties, per the request of Seminole County.

22. Paragraph 16 was stricken, prior to execution by all parties, at the request of CSX Transportation, Inc.

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: District Director/Operations)

CSX TRANSPORTATION, INC.

By: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
BRENDA CAREY, Chairman

Date:

Tax Identification No.: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 2008,
regular meeting.

County Attorney

Legal Review

Approved as to Funds
Available

Approved as to FAPG
Requirements

BY: _____
Attorney-DOT Date

BY: _____
Comptroller-DOT Date

BY: _____
FHWA Date



The job FI989HLR; user I.D.
 FI989HL <MVS@DOT>
 01/11/2005 04:52 PM

To TO562CT@dot.state.fl.us
 cc
 bcc
 Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT ANU67

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 FUNDS APPROVAL

Contract #ANU67--Contract Type: AA--Method of Procurement: R
 Vendor Name: CSX TRANSPORTATION
 Vendor ID: VF546000720021
 Beginning date of this Agmt: 01/10/05
 Ending date of this Agmt: 01/31/07

 Description:
 FM 414738 XING 622073D SIGNAL IMPROV CSX

414398

 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: LOA Funds have been: APPROVED

55	052000531	*PT	*563014	*	165100.00	*41437815701	*127	*
	2005		*55100300			*088808/05		
	W001		*00	*	CO=1	*0001/04		

 TOTAL AMOUNT: *\$ 165,100.00 *

 FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
 DATE: 01/11/2005

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

04/29/2002
PROJECT NO. _____

W.P.A. NO. _____

CROSSING NO.: 622073-D PRIORITY NO.: 62 COUNTY: SEMINGOLE CITY: LONGHOOD RDMY: SR-434

CLASSIFICATION/LOCATION: DATE LAST UPDATED: 980807 R.R. CO.: CSX TRANS. SYSTEMS R.R. BRANCH: A 301 R.R. STATION: LONGHOOD R.R. MILEPOST: 777.91

R.R. CROSSING STATUS: OPEN AS OF 880812 PROPOSED STATUS: NOT IN USE, BUT OPEN

RAIL OPERATIONS: DATE LAST UPDATED: 910818
TRAIN MOVEMENTS: 11 PER DA MAXIMUM TRAIN SPEED: 60 EFFECTIVE: 83115 NO. OF MAIN TRACKS: 1 OTHER TRACKS: 1

WARNING DEVICES: DATE LAST UPDATED: 980608
EXISTING WARNING: CFL + G TYPE OF TRAIN DETECTION: MOTION DETECTOR PREEMPTION: N ADVANCE WARNING: N

PHYSICAL DATA: DATE LAST UPDATED: 980807
R.R. CROSSING ANGLE: 80-89 DEGREES NO. OF THRU LANES: 4 OTHER LANES: 1 HIGHWAY SPEED: 45 DISTANCE TO INTERSECT.: 0
ACTUAL STOPPING SIGHT DIST. (FT.): 375 MIN. CLEAR QUAR. SIGHT DIST. (FT.): 45 PARALLEL RD.: OTHER RD T OR + W/IN 200 FT.

CROSSING CONDITION: EXCELLENT APPROACH CONDITION: SMOOTH TRANSITION MAINTAINING AGENCY: STATE PRI

DEPARTMENT DATA: DATE LAST UPDATED: 020415
TRAFFIC VOL. (ADT): 46000 AS OF 980608 SCHOOL BUS COUNT: 328 AS OF 2002 PERCENT TRUCKS: 13.0 HAZARDOUS MATLS.: U

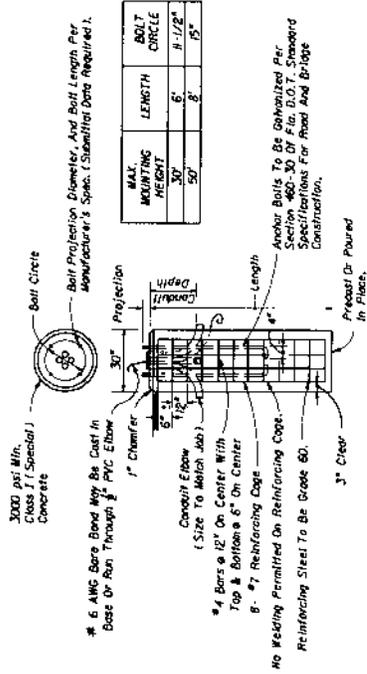
SAFETY DATA: DATE LAST UPDATED: 020426
PRED. ACCID./YEAR: 0.199 SAFETY INDEX: 39.90 RECOMMENDED WARNING DEVICE: OVERPASS ESTIMATED COST: 9999.9 THOUSAND

DESCRIPTION OF SITE/INSTALLATION CONFLICTS: 7 1/2' from Median gate length in S.W. quadrant + Court/lever hit
and knee over onto to tracks - stress fractures, two PMD. Main's siding - Cabinet Circuitry - OK train detection
vehicles queuing across tracks from CR 427 intersection 220 to 230' from intersection - no room for median gates
REVIEW TEAM RECOMMENDATION: New Cantilever S.W. quad. w/ preemption. 9" non mountable curb west of Xing. to
prevent drive grounds - state to handle driveway.

REVIEW TEAM PERSONNEL: D.O.T. RAIL _____ D.O.T. SAFETY _____ RAILROAD CO. _____
FHWA _____ LOCAL _____
DATE REVIEWED: 6-18-02 BY: _____

165,100

Foundations apply only to slopes of 1:4 or flatter.



METAL POLE CONCRETE FOUNDATION DETAIL

NOTE

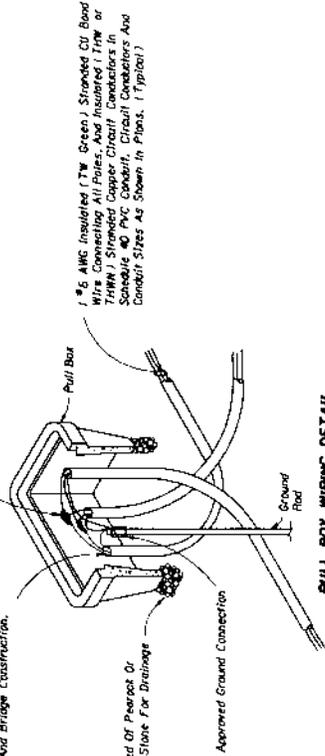
Foundation design based upon the following conservative soil criteria which covers the great majority of soil types found in Florida:

- Classification - Cohesiveless (Fine Sand)
- Friction Angle - 30 Degrees (30°)
- Unit Weight - 50 lbs./cu. ft. (assumed saturated)

Only in cases where the Designer considers the soil types at the specific site location to be of lesser strength properties should an analysis be required. Auger borings, SPT borings or CPT soundings may be utilized as needed to verify the assumed soil properties, and at relatively uniform sites, a single boring or sounding may cover several foundations. Furthermore, borings in the area that were performed for other purposes may be used to confirm the assumed soil properties, in any event, any soil identification is required.

All Pull Boxes, and Pole Bases, Ends of Conduit Shall Be Sealed In Accordance With Section 630 For Road And Bridge Construction.

All Splices Shall Be Made In Pull Box Or Pole Base With Compression Sleeves Or Split Bolt Connectors Properly Taped And Weatherproofed.



PULL BOX WIRING DETAIL



2008 FDOT Design Standards

ROADWAY LIGHTING DETAILS

Sheet No. 07101705
Linea No. 1 of 1

17503

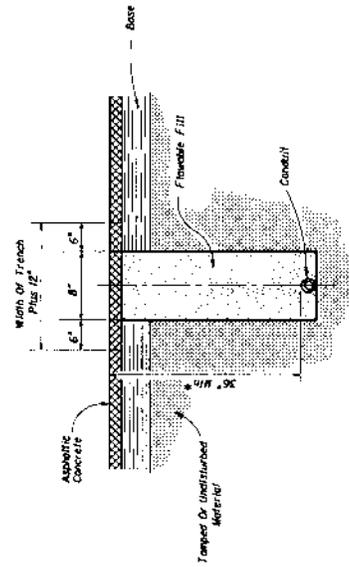


FIGURE A
 FOR USE IN AREAS NOT EXPOSED TO VEHICULAR TRAFFIC AND UNDER DRIVEWAYS

*May be replaced due to field conditions upon approval of project engineer.

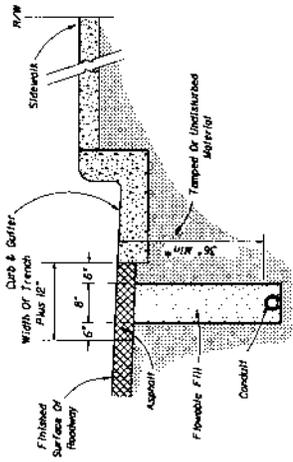


FIGURE B
 FOR USE IN ASPHALT ROADWAY ADJACENT TO GUTTER WHEN PLACEMENT OUTSIDE OF THE PAVEMENT IS NOT FEASIBLE.

- Notes:
1. Trench not to be open more than 200' at a time when construction area is subject to vehicular or pedestrian traffic.
 2. Asphalt to be removed and replaced to meet pavement spec.
 3. See note 3, Figure C.

FIGURE B

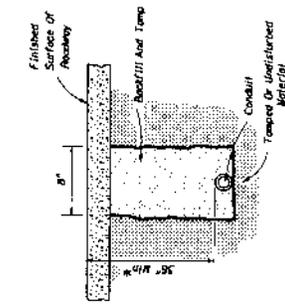


FIGURE C
 FOR USE IN INSTALLING CONDUIT UNDER EXISTING ASPHALT PAVEMENT NOT ADJACENT TO GUTTER WHEN JACKING IS NOT FEASIBLE

- Notes:
1. Rigid conduit must be used when jacking under existing pavement of 36" minimum depth.
 2. Asphalt to be removed of the edges of the trench.
 3. The removal and replacement of the additional pavement width (6") will not be required when the trench can be constructed without disturbing the asphalt surface on either side.

FIGURE C

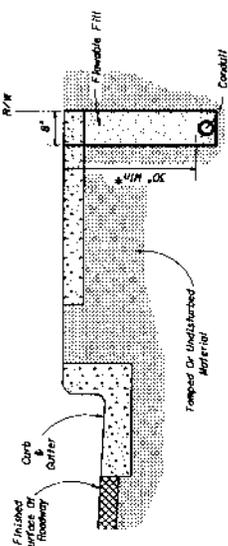


FIGURE D
 FOR USE IN INSTALLING CONDUIT UNDER A NEW ROADWAY PRIOR TO INSTALLATION OF CURBS, BASE AND PAVEMENT

- Notes:
1. Sidewalk patches to match existing joints.
 2. Entire sidewalk side must be replaced when specified in the plans.
 3. Backfill and tamp with material from trench except at driveways. At driveways, backfill a length of trench within the driveway entryway with Flexible Fill.

FIGURE D



2006 FDOT Design Standards

CONDUIT INSTALLATION DETAILS

Sheet No. 1 of 2
 Index No. 17721

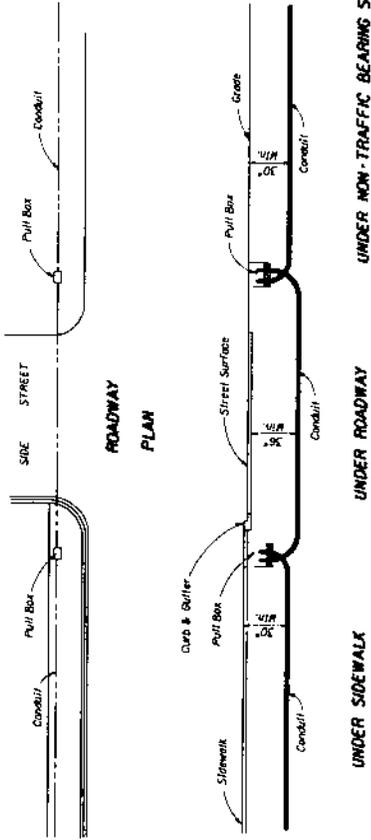


FIGURE B

Note:
One run of conduit (between pull boxes) shall not contain more than 300' of bend including pull box bends.

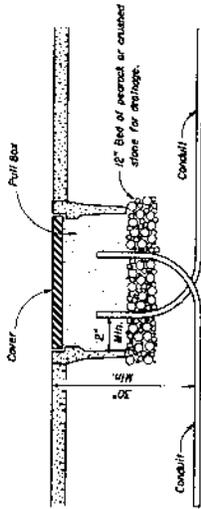


FIGURE A

Note:
Ends of conduit shall be sealed in accordance with Section 530 of the Standard Specifications for Road and Bridge Construction.

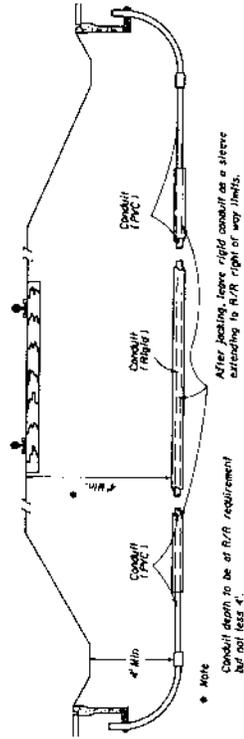


FIGURE C

Note:
Conduit depth to be at 12" requirement but not less 4".

Note:
After locating, leave rigid conduit on a slope extending to R/R right of way limits.



2006 FDOT Design Standards

CONDUIT INSTALLATION DETAILS

Sheet No. 2 of 2
Index No. 17721

COUNTY RESOLUTION
SYNCHRONIZATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES
AND FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE SYNCHRONIZATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on SR-434, which shall call for the installation and maintenance of railroad synchronization of grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION SEMINOLE COUNTY, FLORIDA:

That SEMINOLE County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and CSX TRANSPORTATION, INC. Company for the installation and maintenance of certain traffic control devices designated as Financial Project ID 414378-1-57-01 on SR-434 which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 622073-D located in LONGWOOD, Florida; and

That the County assumes responsibility for future maintenance and adjustment of said traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT FOR SYNCHRONIZATION; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the CSX TRANSPORTATION, INC. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the Board of County Commissioners of SEMINOLE County, Florida, this _____ day of _____, 2007.

Authorized Signature
Name: _____
Title: _____

ATTEST: _____ (SEAL)
Authorized Signature

Name: _____
Title: _____