

Memorandum



Date: May 4, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioner

Agenda Item No. 8(A)(1)(B)

From: George M. Burgess
County Manager

Subject: Ratification of Railroad Agreement - Grade Separation - South Florida Rail Corridor
between FDOT and Miami-Dade County - MIA Mover APM System Project

Recommendation

It is recommended that the Board approve the attached resolution ratifying the actions of the Mayor or the Mayor's designee, pursuant to Section 2-9 of the Miami-Dade County Code, authorizing and executing a Railroad Agreement with the Florida Department of Transportation (FDOT) to allow the County to construct the MIA Mover Automated People Mover (APM) Project, a 1.25-mile dual-track elevated guide way, and permit the County to occupy the airspace above the Department's right-of-way for the construction, operation, and maintenance of the project. As part of the MIA Mover Project, one new overhead bridge will be constructed that is necessary to support the aerial guide way across the South Florida Rail Corridor FDOT right-of-way.

The executed agreement is a requirement of FDOT for the County's contractor to work within the vicinity of the MIA Mover APM System Project. The actions of the Mayor or the Mayor's designee were required to ensure that the MIA Mover APM System Project contractor was able to construct the columns, set the precast concrete girders, and pour the deck slab for the project as scheduled to avoid any delays to the construction.

Scope

The MIA Mover APM System Project is to be constructed at Miami International Airport which is located primarily within Commissioner Rebeca Sosa's District Six, but the impact of this item is countywide in nature.

Fiscal Impact/Funding Source

This Agreement was entered into at no cost to the County. The project itself is funded by Airport Revenue Bonds, FDOT grants and Customer Facility Charges.

Track Record/Monitor

The agreement will be monitored by the Miami-Dade Aviation Department (MDAD) Project Manager Franklin Stirrup.

Delegated Authority

The County Mayor or his designee is authorized to provide any required notices, obtain any permits, pay the cost or have the cost paid for the CSX Transportation watchman or flagging service, and perform the work or have the work performed within the FDOT right-of-way.

Background

The scope of the MIA Mover project consists of the design, construction, operation, and maintenance of an elevated, landside automated people mover system. The system will provide a convenient and reliable means for transporting passengers between Miami International Airport (MIA) and the Miami Intermodal Center (MIC) which includes the consolidated Rental Car Facility (RCF) currently under construction by the FDOT. The MIA Mover is a critical link between MIA and the MIC which makes the MIC economically viable. Once the MIA Mover is in operation, there will be fewer vehicles on the MIA access roads, reducing greenhouse gas emissions and improving MIA's air quality.

Phase I (the capital project) includes the design, construction, manufacture, supply, installation, testing, and commissioning of the fixed facilities (MIA Station, guide way crossing the FDOT right-of-way, maintenance and storage facility, etc.) and the operating system of the MIA Mover APM System, except for certain facilities to be provided by the FDOT under the MIC Program. The term for construction of Phase I of the MIA Mover capital project is three years from the effective date of the Notice-to-Proceed which was Monday, September 8, 2008.

Phase II of the contract is the operations and maintenance of the operating system for an initial five-year period, with owner options to extend it in two five-year periods for an additional 10 years. At any time the owner can terminate any portion of the Phase II operations and maintenance for convenience and require the contractor to train owner-designated personnel to perform the operations and maintenance of the system.


Assistant County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: May 4, 2010

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

SUBJECT: Agenda Item No. 8(A)(1)(B)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager'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(A)(1)(B)
5-4-10

RESOLUTION NO. _____

RESOLUTION RATIFYING THE ACTIONS OF COUNTY MAYOR IN EXECUTING A RAILROAD AGREEMENT, GRADE SEPARATION, SOUTH FLORIDA CORRIDOR BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND MIAMI-DADE COUNTY, FOR THE MIA MOVER AUTOMATED PEOPLE MOVER (APM) PROJECT

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, ratifies and confirms the actions of the County Mayor in executing a Railroad Agreement, Grade Separation, South Florida Corridor, between the Florida Department of Transportation (FDOT) and Miami-Dade County, for the MIA Mover Automated People Mover (APM) Project, in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of May, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as DM FM
to form and legal sufficiency.

Deborah Bovarnick Mastin

**RAILROAD AGREEMENT
GRADE SEPARATION
SOUTH FLORIDA RAIL CORRIDOR – ONLY**

FINANCIAL PROJECT ID	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL AND R/W NUMBER	FAP NUMBER
412795-1-57-01		Miami-Dade		

THIS AGREEMENT, made and entered this _____ day of _____, _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and the **COUNTY of MIAMI-DADE** a political subdivision of the State of Florida, hereinafter called the **COUNTY**.

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

WHEREAS, the **COUNTY** proposes to construct the MIA Mover Automated People Mover (APM) Project, a 1.25 mile dual track elevated guideway, which crosses over the South Florida Rail Corridor (SFRC)/Department's Right-of-Way. The project will connect the Miami International Airport (MIA) to the Miami Intermodal Center (MIC). As part of the MIA Mover Project, the **COUNTY** will be constructing or cause to be constructed one new overhead bridge that will be necessary to support the aerial guideway across the Department's Right-of-Way: located at CSXT Milepost SX 1037.27 in accordance with the plan sheets for Design Unit II, as described in Exhibit A attached hereto. No foundations for support of the guideway will be required in the Department's Right-of-Way.

WHEREAS, the **DEPARTMENT**, in the interest of the betterment and expansion of public transportation, are in agreement with the **COUNTY** to permit the occupancy of the airspace above the Department's Right-of-Way for the construction, operation and maintenance of the Project within the Right-of-Way.

WHEREAS, the **COUNTY** proposes to construct said infrastructure and the necessary approaches thereto which will cross over the Right-of-Way and shall not interfere with the tracks; and

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

1. The **COUNTY** recognizes and agrees that all construction, operations, and activities on the corridor are governed by the terms and conditions of the Phase A Operating Agreement referenced above AS MAY BE AMENDED FROM TIME TO TIME.
2. In so far as it has a right to do so, the **DEPARTMENT** hereby grants to the **COUNTY**, without warranty, the right to construct, operate and maintain the Project across its right-of-way and over its tracks at locations in accordance with the plan sheets for Design Unit II, as described in Exhibit A attached hereto, and to remain in place as long as the facilities are operational. In the event there is a sale of any of the property which is the subject hereof, including the areas where the structures cross the **DEPARTMENT'S** Right-of-Way, said conveyance shall be granted subject to the rights granted herein.
3. In so far as it has a right to do so, the **DEPARTMENT**, hereby grants to the **COUNTY**, without warranty, the right to occupy the air space above the tracks within the Department's Right-of-Way and to remain in place as long as the facilities are operational. In the event there is a sale of any of the property which is the subject hereof, including the areas where the structures cross the **DEPARTMENT'S** Right-of-Way, said conveyance shall be granted subject to the rights granted herein.
4. Other than as provided herein, **COUNTY** agrees that the construction, operation and maintenance of the Project shall in no way interfere with the **DEPARTMENT**, **CSXT**, **SFRTA** or **Amtrak's** use of the South Florida Rail Corridor. Any existing or future use by the **DEPARTMENT**, **CSXT**, **SFRTA** or **Amtrak** shall in no way interfere with the **COUNTY'S** Project as constructed pursuant to this Agreement.

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5. COUNTY shall at all times keep the corridor free from obstruction except as may be required temporarily from time to time to effect the construction, inspections, maintenance, repairs, improvements and replacement of the Project. After completion of the construction of the Project COUNTY shall provide at least thirty (30) days notice to grantor prior to commencement of any work that may result in obstruction of the corridor except in the case of emergency requiring immediate remedial action. Any such work performed must comply with DEPARTMENT and CSXT's specifications, rules, and procedures.
6. The COUNTY shall be responsible to pay for any and all repairs or damage to the rail corridor resulting from construction, operation or maintenance of the Project by the County or its contractors. All such repairs shall be coordinated with and be approved by CSXT and the DEPARTMENT.
7. The COUNTY will provide, furnish or have furnished, all necessary materials required for, and will construct or have constructed said Project at its expense, said work to be done and materials to be furnished in accordance with approved plans for Design Unit II for the Project from Column WP32 to Column WP33 and within the Department's Right-of-Way. Inspections and monitoring of the Project shall be done in accordance with the terms and conditions of the permit issued by the DEPARTMENT and any requirements of CSXT. Upon completion of the Project from Column WP32 to Column WP33 and within the Department's Right-of-Way, the COUNTY will, at its expense, maintain the same in accordance with all applicable safety and maintenance standards. Future maintenance activities will require additional permits, if applicable, from the DEPARTMENT and CSXT. If the COUNTY fails to adequately maintain the Project after completion as stated here, DEPARTMENT shall have the right to ALL perform reasonable and necessary maintenance work at the COUNTY's expense, provided that DEPARTMENT shall first provide the COUNTY with 30 days prior written notice of its intention to perform maintenance work and the estimated cost of such work, After receipt of notice, COUNTY shall have the option of either performing the work itself (or if the work cannot be performed within 30 days, commencing the work and proceeding diligently to complete it) or removing the Project from the corridor.
8. All work contemplated hereunder shall at all times be subject to the approval of the DEPARTMENT and CSXT. In addition to all the notice requirements of CSXT for performance of the work on the rail corridor, the COUNTY, or the COUNTY'S contractor, shall give the DEPARTMENT at least seventy-two (72) hours notice prior to the performance of any work from Column WP32 to Column WP33 and within the limits of the DEPARTMENT'S Right-of-Way. The COUNTY agrees to obtain necessary permits and comply with applicable requirements from CSXT prior to proceeding with construction of the Project from Column WP32 to Column WP33 and within the South Florida Rail Corridor Right-of-Way.
9. The COUNTY's contractor will pay for the cost of CSXT watchman or flagging service when the COUNTY'S contractor is carrying out work adjacent to DEPARTMENT'S tracks and whenever the contractor is performing work requiring the movement of employees, trucks, or other equipment across the tracks.
10. In addition to the insurance that COUNTY requires of its contractor, COUNTY shall acquire or require its contractor to purchase and maintain insurance in compliance with the insurance requirements attached to this Agreement as Exhibit B. Neither COUNTY nor contractor shall commence work on the Project until such policy or policies have been submitted and approved by the DEPARTMENT.
11. The COUNTY will bear the cost of all temporary and permanent changes made necessary in the DEPARTMENT'S signal wire line or other facilities and in the wire line facilities of any utilities located on the DEPARTMENT'S Right-of-Way occasioned by the construction, operation and maintenance of the Project.
12. The COUNTY agrees to do all work within the Department's Right-of-Way with its own forces or by a contractor paid under a contract let by the COUNTY, all under the supervision and approval of the DEPARTMENT and CSXT as set forth herein.
13. The COUNTY has obtained, or will obtain, at its sole expense, all authorizations, permits and approvals from all local, state and federal agencies, including CSXT, COUNTY, and FDOT, and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
14. The work to be performed by the COUNTY from Column WP32 to Column WP33 and within the Department's Right-of-Way pursuant to the terms hereof, are shown on the plan sheets for Design Unit II as described in Exhibit A attached hereto (the "Plans"). All work on the Project from Column WP32 to Column WP33 and within the Department's Right-of-Way shall be performed in substantial conformance with the plans and specifications as approved by the DEPARTMENT, and CSXT, and all subsequent plan changes for work from Column WP32 to Column WP33 and within the Department's Right-of-Way shall likewise be approved by the DEPARTMENT and CSXT Transportation, when applicable.



15. Should the use of the Project be abandoned prior to completion of construction, then all rights hereby granted to the COUNTY shall thereupon cease and terminate and the COUNTY will, at its sole cost and in a manner satisfactory to the DEPARTMENT and CSXT, remove said structure(s) and restore the DEPARTMENT'S property to the condition previously found. In the event that the COUNTY fails and refuses to do so, then the DEPARTMENT may, at its option, remove such structures and restore its property, and the COUNTY will, in such event, upon bill rendered, pay to the DEPARTMENT the costs incurred by it in such removal and restoration.

16. The COUNTY agrees that it will indemnify and hold harmless the DEPARTMENT, SFRTA and CSXT and all of their officers, agents, employees, and affiliates, to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of such statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portion thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000, from and against any claim, demand, payment, suits, actions, judgments, settlements, loss, damage, cost charge, fine, penalty, liability, or expense arising out of any act, action, neglect, omission, or delay by the COUNTY or its contractors during construction, operation or maintenance of the Project, whether direct or indirect, except that the COUNTY shall not be deemed to indemnify the DEPARTMENT, SFRTA and CSXT from any liability or claim arising out of the negligence of the DEPARTMENT, SFRTA, CSXT, or any unrelated third party. The provisions of this section shall survive the termination or expiration of this Agreement.

17. COUNTY shall comply, and shall require its contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction operation and maintenance of the Project.

18. COUNTY shall notify DEPARTMENT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

19. All plans, specifications, drawings and other documents necessary or appropriate for the design and construction of the Project from Column WP32 to Column WP33 and within the DEPARTMENT'S Right-of-Way shall be prepared, at COUNTY's sole cost and expense, by the COUNTY, or their respective contractors.

20. By its review, DEPARTMENT signifies only that such Plans and improvements satisfy DEPARTMENT requirements, and DEPARTMENT expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to, the integrity, suitability or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. Review of the plans by the DEPARTMENT does not relieve the COUNTY or its consultants and contractors of any professional or other liability for the Plans.

21. Upon request by DEPARTMENT, COUNTY shall furnish to DEPARTMENT descriptions and parcel sketches for the permits.

22. For any reason, COUNTY may terminate this Agreement by delivery of written notice to DEPARTMENT. Should the COUNTY terminate this Agreement, then all rights hereby granted to the COUNTY shall thereupon cease and terminate and the COUNTY will, at its sole cost and in a manner satisfactory to the DEPARTMENT and CSXT, remove said structure(s) and restore the DEPARTMENT'S property to the condition previously found. In the event that the COUNTY fails and refuses to do so, then the DEPARTMENT may, at its option, remove such structures and restore its property, and the COUNTY will, in such event, upon bill rendered, pay to the DEPARTMENT the costs incurred by it in such removal and restoration.

23. COUNTY shall own and, without cost to DEPARTMENT, shall maintain, repair, replace and renew, or cause same to be done, in good condition and repair to DEPARTMENT's and CSXT's reasonable satisfaction, the guideway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, drainage facilities and any other element of said Project from Column WP32 to Column WP33 and within the Department's Right-of-Way. In the event that COUNTY fails to properly maintain such structures and improvements, and such failure, in the reasonable discretion of DEPARTMENT or CSXT, jeopardizes the safe and efficient operation of its property, DEPARTMENT shall be entitled to remedy such failure and recover from COUNTY the costs incurred by DEPARTMENT in doing so. If the COUNTY fails to adequately maintain the Project after completion as stated here, DEPARTMENT shall have the right to ALL perform reasonable and necessary maintenance work at the COUNTY's expense, provided that DEPARTMENT shall first provide the COUNTY with 30 days prior written notice of its intention to perform maintenance work and the estimated cost of such work. After receipt of notice, COUNTY shall have the option of either performing the work itself (or if the work cannot be performed within 30 days, commencing the work and proceeding diligently to complete it) or removing the Project from the corridor.

24. After construction of the Project, COUNTY shall not undertake any alteration, modification or expansion of the constructed Project from Column WP32 to Column WP33 and within the Department's Right-of-Way, without the prior approval of DEPARTMENT.

25. The parties agree that neither COUNTY nor its contractors shall be deemed either agents or independent contractors of DEPARTMENT. Except as otherwise provided by this Agreement, DEPARTMENT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by COUNTY or COUNTY's contractors, or the construction practices, procedures, and professional judgment employed by COUNTY or its contractor to complete the Project. Notwithstanding the foregoing, COUNTY shall be required to comply with all applicable requirements of CSXT relating to construction of the Project within the Department's right-of-way. This Section 25 shall in no way affect the absolute authority of DEPARTMENT to prohibit COUNTY or its contractors or anyone from entering DEPARTMENT's Right-of-Way, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

26. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

27. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

28. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party. Changes to the parties and addresses listed below shall be performed by providing notice to the other party by the process stated above:

If to FDOT: Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, Florida 33309
Attention: Gerry O'Reilly, Director of Transportation Development

If to County: Miami-Dade Aviation Department Facilities Division, Building 5A, 4th Floor
P. O. Box 025504 Miami, Florida 33102-5504
Attn: E. W. Franklin Stirrup III, Project Manager

29. The parties agree that if any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

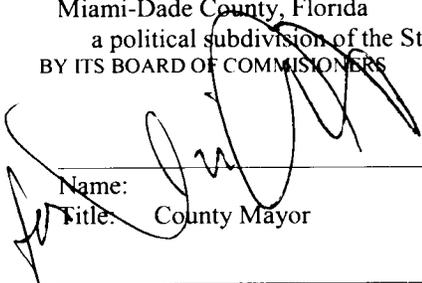
30. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

ATTEST
HARVEY RUBIN, CLERK
State of Florida

Miami-Dade County, Florida
a political subdivision of the State of Florida
BY ITS BOARD OF COMMISSIONERS

By:



Deputy Clerk

Name:
Title: County Mayor

Approved by Office of County Attorney
As to form and sufficiency

Date:

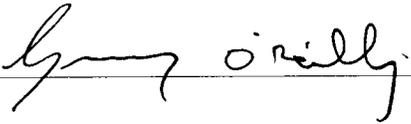
By:

DBM

2-9-2010

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:



2/4/10
DATE

TITLE Director of Transportation Development



EXHIBIT A

DESIGN UNIT II PLANS

As of the date of this Agreement, the following plans have been submitted on behalf of the County to CSXT for its review and are approved by CSXT:

- Design Unit II – Cover Sheet
- Design Unit II – Project Wide Track Alignment – Dwg. No. CV108 – Sheet No. 2
- Design Unit II – Plan and Elevation 8 of 8 – Dwg. No. ST113 – Sheet No. 3
- Design Unit II – Typical Section 3 of 3 – Dwg. No. ST116 – Sheet No. 4
- Design Unit II – Foundation Layout 4 of 4 – Dwg. No. ST120 – Sheet No. 5
- Design Unit II – Prestressed Concrete Piles Piers L 32 & L33 – Dwg. No. ST125 – Sheet No. 6
- Design Unit II – Foundation Types 2 of 2 – Dwg. No. ST127 – Sheet No. 7
- Design Unit II – Foundation Details 2 of 2 – Dwg. No. ST129 – Sheet No. 8
- Design Unit II – Foundation Data Piers L6 – L33 – Dwg. No. ST131 – Sheet No. 9
- Design Unit II – Inverted Tee Pier Plan and Elevation – Dwg. No. ST158 – Sheet No. 10
- Design Unit II – Inverted Tee Pier Details (1 of 2) – Dwg. No. ST159 – Sheet No. 11
- Design Unit II – Inverted Tee Pier Details (2 of 2) – Dwg. No. ST160 – Sheet No. 12
- Design Unit II – Deck Plan Span L32 – Dwg. No. ST172 – Sheet No. 13
- Design Unit II – Typical Deck Section 9 of 9 – Dwg. No. ST181 – Sheet No. 14
- Design Unit II – Bulb-T 72 Beam Details 1 of 5 – Dwg. No. ST182 – Sheet No. 15
- Design Unit II – Bulb-T 72 Beam Details 2 of 5 – Dwg. No. ST183 – Sheet No. 16
- Design Unit II – Superstructure Details (1 of 9) – Dwg. No. ST191 – Sheet No. 17
- Design Unit II – Guideway Drainage Plan 8 of 9 – Dwg. No. ST307 – Sheet No. 18
- Design Unit II – Guideway Drainage Plan 9 of 9 – Dwg. No. ST308 – Sheet No. 19
- Design Unit II – Guideway Drainage Details 1 of 1 – Dwg. No. ST309 – Sheet No. 20

EXHIBIT B

INSURANCE REQUIREMENTS

I. Insurance Policies:

County and Contractor, if and to the extent that either is performing work on or about the South Florida Rail Corridor right of way, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT, DOT, and SFRTA as additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT, DOT, and SFRTA and their affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT, DOT, and SFRTA as additional named insured.
4. Railroad protective liability insurance with limits of not less than 5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - c. CSX Transportation, DOT, and SFRTA must be named as additional named insured on the Railroad Protective Insurance Policy.
 - d. Name and Address of Contractor and County must be shown on the Declarations page.
 - e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - g. Authorized endorsements may include:
 - (i) Broad Form Nuclear Exclusion - IL 00 21
 - (ii) Thirty (30)-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - h. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (f) or (g) above.
- (v) Policies that contain any type of deductible

- 5. Such additional of different insurance as CSXT, DOT, and SFRTA may require.
Notification shall be provided to the Department in the event such additional or different insurance is obtained.

II. Additional Terms

- 1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Larry Merritt
Florida Department of Transportation
Office of Model Development
3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309

- 2. Neither County nor Contractor may begin work on the Project until it has received Department written approval of the required insurance policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2010

PRODUCER Aon Risk Services, Inc. of Florida 1001 Brickell Bay Drive, Suite 1100 Miami, FL 33131	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Parsons/Odebrecht, Joint Venture c/o Parsons 7600 Corporate Center Drive #500 Miami, FL 33126	<table border="1"> <thead> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B: Illinois National Ins. Co.</td> <td>23817</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company</td> <td>25656</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </tbody> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Illinois National Ins. Co.	23817	INSURER C: The Travelers Indemnity Company	25656	INSURER D:		INSURER E:	
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INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1808965	09/08/2008	09/08/2012	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY ANY AUTO	8263294	09/10/2009	05/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	8123355	09/08/2008	09/08/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC007-18-9205	05/01/2009	05/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$
C	OTHER	DT-SPS-6342L73A-IND-08	09/08/2009	09/08/2010	\$5,000,000 Each Occurrence \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Designated project ☒ MIA Mover Project ☒ Miami International Airport; Waiver of Subrogation for Workers Compensation applies in favor of CSXT, DOT and SFRTA and their affiliates. CSXT, DOT, and SFRTA are listed as additional insureds with respect to General Liability and Auto Liability. CSX Transportation, DOT and SFRTA are listed as additional named insureds in respect to the Rail Road Protective Liability..

CERTIFICATE HOLDER Larry Merritt Florida Department of Transportation Office of Model Development 3400 W. Commercial Blvd. Fort Lauderdale, FL 33309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Aon Risk Services, Inc. of Florida
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.