

Memorandum



Date: November 1, 2016

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

Agenda Item No. 8(N)(46)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a white background.

Subject: Resolution Authorizing the Approval of a Railroad Crossing License Agreement, Between Miami-Dade County and Florida East Coast Railway, for the Reconstruction of a Railroad Crossing and Traffic Control Devices at NW 37 Avenue in the Vicinity of NW 74 Street, in the Amount Estimated at \$890,600.00

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution authorizing the execution of a Railroad Crossing License Agreement (Agreement) between Miami-Dade County (County) and Florida East Coast Railway, LLC for the reconstruction of a Railroad Crossing and Traffic Control Devices at NW 37 Avenue in the vicinity of NW 74 Street. The construction of the project will require County funding from proceeds collected, through the Charter County Transportation Surtax (Surtax). As such, review by the Citizens' Independent Transportation Trust (CITT) is required prior to the execution of this Agreement.

This Agreement may only be considered by the Board if the CITT has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this Agreement. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this Agreement, I will request a withdrawal of this Item.

Scope

This Project is located within District 2, which is represented by Chairman Jean Monestime.

Fiscal Impact/Funding Source

The cost of construction is estimated at \$890,600.00 and will be funded from Surtax funds. The annual maintenance fee for the crossing protective devices is \$2,260.00 and will be funded through the Secondary Gas Tax. The Capital Project is: WIDEN ROADS COUNTYWIDE (P2000000540) Site: S75636 - WIDEN NW 37 AVENUE FROM NORTH RIVER DRIVE TO NW 79 STREET

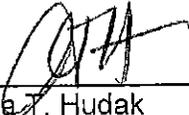
Track Record/Monitor

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

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
Page No. 2

Background

The proposed roadway improvement project along NW 37 Ave from NW 36 Street to NW 79 Street includes the subject railroad crossing. The reconstruction cost, estimated at \$890,600.00, includes widening of the railroad crossing and the installation of new traffic control devices. Once the crossing and devices are completed, the County will be responsible for the maintenance of the crossing surface on an as needed basis, and pay 50 percent (\$2,260.00) of the annual maintenance fee of the traffic control devices as established in the Agreement.



Alina T. Hudak
Deputy Mayor



MEMORANDUM
(Revised)

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

DATE: November 1, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(46)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(46)
11-1-16

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPROVAL OF A RAILROAD CROSSING LICENSE AGREEMENT, BETWEEN MIAMI-DADE COUNTY AND FLORIDA EAST COAST RAILWAY, FOR THE RECONSTRUCTION OF A RAILROAD CROSSING AND TRAFFIC CONTROL DEVICES AT NW 37 AVENUE IN THE VICINITY OF NW 74 STREET IN THE AMOUNT ESTIMATED AT \$890,600.00 AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a Railroad Crossing License Agreement among Miami-Dade County and Florida East Coast Railway Co., LLC for the reconstruction of a railroad crossing and traffic control devices at NW 37 Avenue in the vicinity of NW 74 Street in substantially the form attached hereto; and authorizes the County Mayor or the County Mayor's designee to execute same on behalf of Miami-Dade County and to exercise all provisions contained therein; and authorizing the use of Charter County Transportation Surtax Funds for such purposes.

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:

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

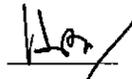
The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Hugo Benitez

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT, effective as of the _____ day of _____, 2016, is between FLORIDA EAST COAST RAILWAY, L.L.C. (Address: 7150 Philips Highway, Jacksonville, Florida 32256), a Florida Limited Liability Company, hereinafter called "RAILWAY" and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY desires to construct, use, maintain, repair, renew and ultimately remove an at-grade public road crossing across and over the tracks, right-of-way and property of RAILWAY, at the RAILWAY'S Milepost 365 + 2,750', more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as the "CROSSING SITE"; and

WHEREAS, RAILWAY is agreeable to permitting the COUNTY to construct, use, maintain, repair, renew, and ultimately remove the CROSSING SITE under the terms and conditions set forth herein.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. RAILWAY hereby permits the COUNTY to construct use, maintain, repair, renew, and ultimately remove the CROSSING SITE under the terms and conditions set forth herein.

2. The CROSSING SITE includes but is not limited to, the track structure, any railroad crossing warning signs, crossing surfaces and automatic crossing warning devices which are, or might be, located within or adjacent to the above-described location, provided that, the construction of the CROSSING SITE shall be done by RAILWAY as provided in this License Agreement ("Agreement") and further provided that, notwithstanding rights to the COUNTY granted herein, RAILWAY reserves the right to perform all work required on RAILWAY'S property including construction, drainage, lighting and vegetation management, in which event COUNTY shall pay the RAILWAY the entire cost and expense of labor,

materials and equipment furnished by RAILWAY in performing such work. The status of the COUNTY is that of a licensee and not lessee, granting the COUNTY the right to use the CROSSING SITE as specified herein.

3. The CROSSING SITE shall be used for public at-grade road crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables; or other line or structure shall be placed in, on or over the CROSSING SITE without the previous consent in writing of the RAILWAY. COUNTY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the RAILWAY'S right-of-way within 325 feet of the easterly and westerly limits or boundaries of the CROSSING SITE clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the COUNTY and without cost to RAILWAY or lien upon RAILWAY'S property.

4. This Agreement is for an initial term of one (1) year and shall continue in effect thereafter from year to year, subject to termination by the RAILWAY or COUNTY upon sixty (60) days prior written notice.

5. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the CROSSING SITE, and in the event the COUNTY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILWAY, this Agreement shall be terminated with full legal rights and remedies retained by the RAILWAY, including but not limited to the right to reenter, repossess, and remove the CROSSING SITE at the expense of the COUNTY if the RAILWAY shall elect to do so.

6. The COUNTY shall grant forthwith to the RAILWAY necessary permits for the installation, construction, erection, repair and maintenance of any of the RAILWAY-owned or maintained facilities described in this Agreement. If the COUNTY fails to promptly grant the RAILWAY necessary permits, COUNTY shall bear all additional expense incurred by the RAILWAY attributable to such failure,

including costs due to slow ordering of trains. COUNTY shall promptly pay such amounts upon billing by the RAILWAY.

7. The COUNTY shall be responsible for all cost for installation, construction, maintenance, replacement and removal of all facilities at the CROSSING SITE, including but not limited to the track structure, any railroad crossing warning signs, crossing surfaces and automatic crossing warning devices, whether performed by the COUNTY or RAILWAY, shall be the sole responsibility of the COUNTY.

8. The RAILWAY shall install the warning devices, including the fixed signs, flashing lights, bells and gates (collectively the "WARNING DEVICES") in accordance with FDOT index drawing No. 17882, at the CROSSING SITE at the sole cost of the COUNTY. The WARNING DEVICES are a Type IV Class IV installation as defined in the Florida Department of Transportation Schedule of Signal Installations by Type and Class attached hereto as Exhibit "C". Installation costs are estimated to be \$492,350.00 as shown on the estimates for signal installation attached hereto as Exhibit "B" and incorporated by reference.

In addition, COUNTY shall pay 50% annually of the annual cost of maintenance of said WARNING DEVICES as provided in the Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference. The WARNING DEVICES will be owned by the RAILWAY and shall remain at the CROSSING SITE until the RAILWAY decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.

9. The RAILWAY shall replace the four existing 54' wide Type T-modified grade crossing structures with four 65' wide Omni concrete grade crossing surfaces (the "SURFACE") along with other improvements as shown on the drawing, attached hereto as part of Exhibit "A", in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Index No. 560, as may be amended, at the sole cost of COUNTY. Installation costs are estimated to be \$370,275.00 as

shown on the estimates for crossing installation attached hereto as Exhibit "B" and incorporated by reference. When the RAILWAY determines that the replacement of the SURFACE is more economical than its continued maintenance, the RAILWAY shall have the exclusive option to replace the SURFACE with a comparable or improved structure. The replacement costs of the new SURFACE shall be the sole responsibility of the COUNTY. The COUNTY shall, at its sole expense, maintain and replace the remainder of the road inside the RAILWAY'S right-of-way, plus any paving which may be located between the ends of the ties. If such work is required due to replacement of the SURFACE, the COUNTY shall perform such work in accordance with the time and operational requirements of RAILWAY. The COUNTY will give prior notice to RAILWAY of all work to be performed by it at or near the CROSSING SITE and no such work shall be performed by COUNTY without the prior approval of RAILWAY. All work performed by the COUNTY shall be conducted at such times and in such manner as to not interfere or impede the operations of RAILWAY. The RAILWAY shall provide a construction watchman at said CROSSING SITE while work is being performed by the COUNTY under the provisions of this Agreement, at the sole expense of the COUNTY.

10. The COUNTY agrees, acknowledges, and understands that the RAILWAY reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance, and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The COUNTY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the SURFACE, the WARNING DEVICES or other railroad signalization equipment or new structure at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILWAY, or requested by the COUNTY.

11. The COUNTY agrees that it will install, maintain, and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING SITE. Such facilities

must first be approved by the RAILWAY and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILWAY, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities, as submitted to the RAILWAY.

12. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of the road crossing shall be installed, maintained, and replaced at or near this CROSSING SITE by and at the sole cost of COUNTY.

13. Facilities at or near the CROSSING SITE that are not specifically covered by this Agreement, including but not limited to pedestrian walkways, may not be constructed by COUNTY at or near the CROSSING SITE without the prior written approval of RAILWAY, which approval is in RAILWAY'S sole discretion. The cost and liability for facilities constructed by the COUNTY, and facilities constructed as part of and for the purpose of the CROSSING SITE, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of the COUNTY. County's liability will be governed by the limitations and to the extent provided in section 768.28, of the Florida Statutes.

14. If at any time RAILWAY, at COUNTY'S request, performs work required to be performed by COUNTY hereunder, the cost and liability for such work, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of COUNTY. County's liability will be governed by the limitations and to the extent provided in section 768.28, of the Florida Statutes.

15. The COUNTY further covenants to pay the RAILWAY, within thirty (30) days after presentation of the same, all bills submitted by RAILWAY including maintenance bills as set forth in Paragraph 8 above and all bills for electricity for the CROSSING SITE if same are provided by RAILWAY.

16. At the termination of this Agreement for any cause, or upon termination of the COUNTY'S use of the CROSSING SITE as herein described, all rights of the COUNTY shall terminate and the COUNTY shall remove, under the RAILWAY'S supervision and direction, at COUNTY'S entire cost and expense, said road and all non-RAILWAY-owned improvements placed upon the RAILWAY'S right-of-way and restore the ground to its original condition.

17. The COUNTY shall indemnify, defend, and hold harmless RAILWAY for assessments or other charges of any kind whatsoever against the RAILWAY at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING SITE arising out of the existence of the CROSSING SITE. County's liability will be governed by the limitations and to the extent provided in section 768.28, of the Florida Statutes.

18. The COUNTY shall not in any way, or at any time, interfere with or obstruct RAILWAY'S right-of-way, the movement of RAILWAY'S trains and other railroad operations, or interfere with the RAILWAY'S use thereof, or the use thereof by RAILWAY'S assigns, invitees, lessees or licensees.

19. The COUNTY shall indemnify, defend and hold harmless RAILWAY its affiliates, officers, directors and employees from any and all suits, claims, liability, losses, damages, expenses and costs (including reasonable attorney's fees) incurred by or asserted against RAILWAY whether for personal injury or death or damage to property of any person or persons whomsoever, relating to, resulting from or arising out of the construction, installation, maintenance or replacement of the CROSSING SITE by RAILWAY, the performance of work by RAILWAY required to be performed by COUNTY hereunder, or the use of the CROSSING SITE or COUNTY facilities, including but not limited to pedestrian walkways, at or near the CROSSING SITE and **regardless of whether such injury or damage is caused or alleged to be caused, in whole or in part, by the negligence of RAILWAY.** Notwithstanding the foregoing, the COUNTY shall have no indemnification obligation for the intentional, wrongful acts or gross negligence

of RAILWAY. County's liability will be governed by the limitations and to the extent provided in section 768.28, of the Florida Statutes.

The COUNTY will include in any contract which it may let for the whole or part of any work to be performed hereunder by or for the COUNTY, each and every one of the terms and conditions included on the document entitled "FLORIDA EAST COAST RAILWAY, L.L.C. INSURANCE REQUIREMENTS" attached hereto and made a part hereof as Exhibit "D".

20. (A) COUNTY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request RAILWAY to furnish any necessary construction watchmen for the protection of RAILWAY'S employees, property and train operations. RAILWAY shall be notified at least one (1) week in advance of the performance of any work in connection with the CROSSING SITE.

(B) In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, RAILWAY shall have the right to place such construction watchmen, or other persons at the sole cost and expense of the COUNTY. Upon receipt of a bill from RAILWAY, COUNTY shall promptly pay RAILWAY the full cost and expense of such construction watchmen. The furnishing or failure to furnish construction watchmen, or other persons by the RAILWAY under this paragraph, however, shall not release COUNTY from any and all other liabilities assumed by COUNTY under the terms of this Agreement, including its obligations under Paragraph 19 hereof. The COUNTY shall give the RAILWAY one (1) week's advance written notice when it or its contractor or anyone claiming under this Agreement proposes to enter upon the CROSSING SITE to perform work under this Agreement in order that proper warning may be provided for trains. In emergency situations the COUNTY shall give the RAILWAY telephonic notice. The COUNTY further agrees that at all times its personnel or agents are on the property of the

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RAILWAY, they will be accompanied by a RAILWAY representative, and if required by RAILROAD, COUNTY employees, or their designated representatives, will complete RAILROAD'S On-Track Workers Training course, and any cost involved will be borne by the COUNTY.

21. After the SURFACE and WARNING DEVICES have been installed and all other work to be performed by the RAILWAY under this Agreement has been completed and found to be in satisfactory working order by the RAILWAY, the RAILWAY shall furnish to the COUNTY an invoice showing the final total cost of material, labor and equipment furnished by the RAILWAY, in accordance with the estimate of said cost to the COUNTY to be \$890,600.00 set forth in Exhibit "B" and COUNTY shall pay such invoice no later than thirty (30) days from the date thereof.

22. Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the COUNTY, and at its sole expense.

23. The COUNTY shall promptly pay RAILWAY all charges for replacement, repair or otherwise of the track structure, SURFACE and WARNING DEVICES within thirty (30) days of the date of invoice. Failure to promptly pay to RAILWAY amounts billed as due under this Agreement shall constitute default by the COUNTY.

24. The COUNTY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

25. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

26. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or

written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties. In all cases, the COUNTY's liability under this Agreement will be governed by the limitations and to the extent provided in section 768.28, of the Florida Statutes.

27. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes any other License Agreements between the RAILWAY and COUNTY with respect to the matters contained herein, and more specifically, the existing License Agreement between the RAILWAY and COUNTY dated August 28, 1957.

[The remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the RAILWAY and the COUNTY have caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicated the day first hereinafter written by their undersigned official's thereunto lawfully authorized.

Signed, sealed and Delivered
in the presence of:

Witnesses as to RAILWAY

Signed, sealed and Delivered
in the presence of:

Witnesses as to RAILWAY

FLORIDA EAST COAST RAILWAY, L.L.C.,
a Limited Liability Company

By: _____ (Seal)

ATTEST: _____
Assistant Secretary

DATE: _____

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida

By: _____ (Seal)

ATTEST: _____
Assistant Secretary

DATE: _____

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LICENSE AREA

July 20, 2013

File: 365/39/2750

N.W. 37th AVENUE – MP 365+2750' – FDOT # 272734B

AN IRREGULAR SHAPED PARCEL OF LAND ON PROPERTY OF THE RAILWAY SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SECTION LINE BETWEEN SECTIONS 8 AND 9, TOWNSHIP 53 SOUTH, RANGE 41 EAST, WITH THE NORTH LINE OF EAST 21ST STREET, HIALEAH, FLORIDA, THENCE WESTERLY ON SAID NORTH LINE OF STREET 50 FEET MORE OR LESS, THENCE NORTHERLY PARALLEL WITH AND 35 FEET DISTANT WESTERLY FROM SAID SECTION LINE 196.5 FEET MORE OR LESS, TO A POINT ON THE RAILWAY'S NORTHERLY RIGHT OF WAY LIMIT, SAID POINT BEING 50 FEET AS MEASURED AT RIGHT ANGLE NORTHERLY FROM THE CENTER LINE OF THE RAILWAY'S WEST-BOUND MAIN TRACK OF ITS MIAMI BELT LINE, THENCE EASTERLY ON SAID RIGHT OF WAY LIMIT 100 FEET THENCE SOUTHERLY PARALLEL WITH AND 35 FEET EASTERLY FROM SAID SECTION LINE 100 FEET MORE OR LESS, THENCE WESTERLY PARALLEL WITH AND 50.5 FEET SOUTHERLY FROM SAID MAIN TRACK 35 FEET TO SAID SECTION LINE, THENCE SOUTHERLY ON SAID SECTION LINE 97.2 FEET MORE OR LESS TO POINT OF BEGINNING, SAID SECTION LINE INTERSECTING THE CENTER LINE OF SAID MAIN TRACK 2747.6 FEET WESTERLY FROM THE RAILWAY'S MILE POST NO. 4 FROM LITTLE RIVER, FLORIDA, ALL AS SHOWN ON THE ATTACHED DRAWING NO. 272734B.DGN, REVISED FEBRUARY 22, 2013 ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT "A"

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Estimate No.: 272734B - 07-20-2016

Florida East Coast Railway
(FEC)
MIAMI, (Dade), FL
NW 37th Avenue

DOT# : 272734B
RR MP.: 366+2760

RAILROAD # : 2261188
XORAIL# : GEM16-41233

Summary

CROSSING WARNING SYSTEM (Includes all design, requisition, labor, materials, shop wiring, and installation)	\$492,360.00
CROSSING SURFACE/RESURFACE (4 Tracks) (Includes all design, requisition, labor, materials, and installation)	\$370,275.00
TRACK GRADE AND REHABILITATION (Includes all design, requisition, labor, materials, and installation)	\$0.00
RAILROAD ENGINEERING (Includes RAILROAD Labor for Reviewing Engineering Authorizations, Field Inspections and Administrative Labor)	\$3,000.00
PRELIMINARY ENGINEERING (Phase 1) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$8,000.00
AGREEMENTS & APPROVALS (Phase 2) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$3,000.00
CONSTRUCTION ENGINEERING (Phase 3) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$4,975.00
CONSTRUCTION ENGINEERING INSPECTION (CEI) #REF1	\$4,000.00
AC POWER SERVICE (Includes all Power Service Charges not included in other costs)	\$5,000.00
OTHER (Description Required)	\$0.00
TOTAL ESTIMATE COST	\$690,600.00 (USD)

DATE: 07-20-2016

RESPONSIBLE PARTY:

Name: Miami-Dade County Public Works Department
Number: 20040330
Contact: Mr. Octavio Marin

NOTE : This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.

EXHIBIT "B"

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

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

F. A. RULE EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F. S.

SPECIFIC LAW IMPLEMENTED: 335.141, F. S.

*This schedule was 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.

EXHIBIT "C"

FLORIDA DEPARTMENT OF TRANSPORTATION

Listed Below are signal installations by type and class:

2 – QUADRANT - FLASHING SIGNALS - ONE TRACK

Type = 1, Class = 1

2 – QUADRANT - FLASHING SIGNALS - MULTIPLE TRACKS

Type = 1, Class = 2

2 – QUADRANT - FLASHING SIGNALS AND CANTILEVER - ONE TRACK

Type = 2, Class = 1

2 – QUADRANT - FLASHING SIGNALS AND CANTILEVERS - MULTIPLE TRACKS

Type = 2, Class = 2

2 – QUADRANT - FLASHING SIGNALS AND GATE - ONE TRACK

Type = 3, Class = 3

2 – QUADRANT - FLASHING SIGNALS AND GATE - MULTIPLE TRACKS

Type = 3, Class = 4

2 – QUADRANT - FLASHING SIGNALS AND GATE WITH CANTILEVER - ONE TRACK

Type = 4, Class = 3

2 – QUADRANT - FLASHING SIGNALS AND GATE WITH CANTILEVER - MULTIPLE TRACKS

Type = 4, Class = 4

3 or 4 – QUADRANT - FLASHING SIGNALS AND GATE - ONE TRACK

Type = 4, Class = 5

3 or 4 – QUADRANT - FLASHING SIGNALS AND GATE - MULTIPLE TRACKS

Type = 4, Class = 6

3 or 4 – QUADRANT - FLASHING SIGNALS AND GATE WITH CANTILEVER - ONE TRACK

Type = 4, Class = 5

3 or 4 – QUADRANT - FLASHING SIGNALS AND GATE WITH CANTILEVER - MULTIPLE TRACKS

Type = 4, Class = 6

TYPE OF TRAFFIC CONTROL DEVICES

- I Flashing signals
- II Flashing signals with cantilevers
- III Flashing signals with gate
- IV Flashing signals with cantilevers & gate

CLASS OF TRAFFIC CONTROL DEVICES

- I 2 – QUADRANT - Flashing signals - one track
- II 2 – QUADRANT - Flashing signals - multiple track
- III 2 – QUADRANT - Flashing signals & gates - one track
- IV 2 – QUADRANT - Flashing signals & gates - multiple track
- V 3 or 4-QUADRANT - Flashing signals & gates - one track
- VI 3 or 4-QUADRANT - Flashing signals & gates - multiple track

EXHIBIT "C"

FLORIDA EAST COAST RAILWAY, L.L.C. INSURANCE REQUIREMENTS

A. Liability Insurance. During the Term of this Contract, Contractor shall purchase and maintain: (i) Commercial General Liability Insurance ("CGL"), with contractual liability covering obligations assumed in this Contract (including any agreements entered into between the parties pursuant hereto) by Contractor, providing for available limits of not less than \$6,000,000 single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in each occurrence and for damage to or destruction of property, including the loss of use thereof, in each occurrence, including Federal Employers Liability Act claims ("FELA") against the FECR, or other liability arising out of or incidental to railroad operations; (ii) at FECR's option, Contractor will obtain a policy of Railroad Protective Liability with liability limits of \$2,000,000 per occurrence, \$6,000,000 aggregate with FECR as the only named insured; (iii) Statutory Workers' Compensation, Employer's Liability Insurance with available limits of not less than \$1,000,000 and Occupational Disease Insurance; (iv) if any motor vehicles are used in connection with the Services to be performed hereunder (or in connection with any agreements entered into between the parties pursuant hereto), Business Automobile Liability Insurance with limits of not less than \$1,000,000 single limit, bodily injury and/or property damage combined, for damages to or destruction of property including the loss of use thereof, in any one occurrence; and (v) if professional services are being rendered by Contractor, Professional Liability coverage in an amount not less than \$1,000,000. If, in FECR's opinion, a higher limit of liability is necessary for any insurance policy required hereunder, FECR shall so notify Contractor and Contractor shall, within thirty (30) days of receipt of such notice, provide a copy of the endorsement to the appropriate policy increasing the liability coverage to the required limit. Such insurance will include a minimum of two years' tail coverage necessary to cover claims occurring during the Term but which may not be brought until after termination of this Contract.

B. Policy Requirements. All insurance required hereunder shall be affected by valid and enforceable policies issued by insurer(s) of financial responsibility and authorized to do business in all necessary states, all subject to the reasonable prior approval of FECR. Contractor's liability insurance policies shall name FECR, its parent, affiliates and subsidiaries as additional insureds and will not have any exclusion for liability relating to railroad operations or contractual liability for construction or demolition within fifty (50) feet of FECR's tracks by endorsement. Contractor's Workers' Compensation and property insurance policies shall include waivers of subrogation rights endorsements in favor of FECR. All policies shall contain a provision for thirty (30) days' written notice to FECR prior to any expiration or termination of, or any change in, the coverage provided. Contractor shall provide FECR with at least thirty (30) days' written notice prior to such expiration, termination or change in any insurance coverage. Insurance Company must be issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher. Prior to any entry upon FECR property pursuant to this Contract and upon FECR's request thereafter, Contractor shall provide or shall cause its insurer or insurance agent to provide FECR with a certificate of insurance certifying the liability insurance policies in effect for the Term of this Contract. The liability assumed by Contractor under this Contract, including; but not limited to, Contractor's indemnification obligations, shall not be limited to the insurance coverage stipulated herein.

EXHIBIT "D"

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Memorandum



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

From: Charles Scurr, Executive Director

Date: October 13, 2016

Re: **CITT AGENDA ITEM 5F:**

RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) AUTHORIZE THE APPROVAL OF A RAILROAD CROSSING LICENSE AGREEMENT, BETWEEN MIAMI-DADE COUNTY AND FLORIDA EAST COAST RAILWAY, FOR THE RECONSTRUCTION OF A RAILROAD CROSSING AND TRAFFIC CONTROL DEVICES AT NW 37 AVENUE IN THE VICINITY OF NW 74 STREET IN THE AMOUNT ESTIMATED AT **\$890,600.00** AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES (**DTPW – BCC Legislative File No. 162190**)

On October 13, 2016, the CITT voted (11-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 16-054. The vote was as follows:

Hon. Anna E. Lightfoot-Ward, Ph.D, Chairperson – Aye
Glenn J. Downing, CFP®, 1st Vice Chairperson – Aye
Joseph Curbelo, 2nd Vice Chairperson – Aye

Alfred Holzman – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq – Aye
Paul J. Schwiep, Esq. – Absent
L. Elijah Stiers, Esq. – Aye

Oscar Braynon – Aye
Ricardo E. Gonzalez – Absent
Jonathan Martinez – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Hon. Linda Zilber – Absent

cc: Alina Hudak, Deputy Mayor
Bruce Libhaber, Assistant County Attorney