OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: March 17, 2009

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

Agenda Item No. 14(A)(7)

Resolution No. R-315-09

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Approval of a Construction Agreement in the amount of $1,573.00 among Miami-Dade County, CSX Transportation, Inc., and Beacon Lakes Community Development District for the Construction of a New Railroad Crossing at NW 137 Avenue, in the Vicinity of NW 12 Street

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Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of a Construction Agreement among Miami-Dade County (County), CSX Transportation Inc., (CSX) and Beacon Lakes Community Development District (Developer) in the amount of $1,573.00 for the construction of a new railroad crossing at NW 137 Avenue, in the vicinity of NW 12 Street.

Scope

The Construction Agreement is specifically for one crossing and is within Commission District 12.

Fiscal Impact/Funding Source

The fiscal impact to the County will be 50% of the yearly maintenance fee for the crossing protective devices in the amount of $1,573.00 and the other 50% will be paid by the Developer. DSC will provide the maintenance of the crossing surface and the County will reimburse CSX for these costs on an as needed basis. The funding source to be used is Secondary Gas Tax. The County is not responsible for any off the construction costs.

Track Record/Monitor

The Developer is Beacon Lakes Community Development District which is meeting all development requirements in a satisfactory manner and Miami-Dade County, Public Works Department's Project Manager, Mr. Modesto Nuñez, will monitor this project.

Background

The Developer is required to construct NW 137 Avenue as part of the development which includes the railroad crossing and the railroad crossing protective devices. The total cost of the improvements of NW 137 Avenue including the railroad crossing is the responsibility of the Developer.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: March 17, 2009

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

SUBJECT: Agenda Item No. 14(A)(7)

Please note any items checked.

✓ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(7)
3-17-09

RESOLUTION NO. R-315-09

RESOLUTION AUTHORIZING APPROVAL OF A CONSTRUCTION AGREEMENT IN THE AMOUNT OF $1,573.00 AMONG MIAMI-DADE COUNTY, CSX TRANSPORTATION, INC., AND BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT FOR THE CONSTRUCTION OF A NEW RAILROAD CROSSING AT NW 137 AVENUE, IN THE VICINITY OF NW 12 STREET

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Construction Agreement among Miami-Dade County, CSX Transportation, Inc., and Beacon Lakes Community Development District for the construction of a new railroad crossing at NW 137 Avenue, n the vicinity of NW 12 Street, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Natacha Seijas** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **absent**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of March, 2009. 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Project: Hialeah, Dade County, FL
Widening of NW 137th Avenue crossing to include
Installation of full width concrete crossing surface and
Type IV, Class III Flashing Lights and Gates
Jacksonville Division/Homestead Sub-Division
631 054 X; SXL-1048.51
OP No. 174831

CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") is made as of _____, 200__, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and **Miami-Dade County**, a body corporate and political subdivision of the State of **Florida** ("**County**") and **Beacon Lakes Community Development District, an independent local unit of special purpose government, its successors or assigns(hereinafter referred to as "Developer")**

EXPLANATORY STATEMENT

1. County and Developer have proposed to construct, or to cause to be constructed, **widening of 137th Avenue at-grade crossing to include the installation of full width concrete crossing surface and installation of automatic warning devices to include FDOT Type IV, Class III Flashing Lights and Gates** (the "**Project**").

2. Developer has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including County), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

3. County and Developer acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other County and Developer contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of County and Developer or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Developer's sole cost and expense, by Developer or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Developer shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Developer or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Developer agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Developer Work. Developer shall perform, or cause to be performed, all work as set forth by Exhibit A, at Developer's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Developer; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than

twelve months from the later of the date of this Agreement or receipt of payment pursuant to Exhibit E, unless the parties mutually agree to extend such date. In the event that CSXT does not complete the work within 12 months, Miami-Dade County and CSXT would cooperate in discussions regarding allowing the intersection to be open using alternate methods at the developer's expense.

3. Special Provisions. Developer shall observe and abide by, and shall require its contractors ("**Contractors**") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Developer performs Project work itself, Developer shall be deemed a Contractor for purposes of this Agreement. Developer further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Developer shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Developer with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Developer's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Developer, to immediately cease all further work on the Project, unless and until Developer provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Developer shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Developer for such amounts and Developer shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Developer or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Developer a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Developer. Developer shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Developer. In the event that the payments received by CSXT from Developer exceed the Reimbursable Expenses, CSXT shall remit such excess to Developer.

4.3.3 In the event that Developer fails to pay CSXT any sums due CSXT under this Agreement: (i) Developer shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Developer: (A) to immediately cease all further work on the Project, unless and until Developer pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Developer in accordance with Section 16 of this Agreement. All payments by Developer to CSXT shall be made by check and mailed to the following address or such other address as designated by CSXT's notice to Developer:

CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

4.4 Effect of Termination. Developer's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations. Developer represents to CSXT that: (i) Developer has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Developer shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Developer; and (iii) Developer shall promptly notify CSXT in the event that Developer is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Developer Obligation. Developer shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Developer a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Developer, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Developer shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits At its sole cost and expense, Developer shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Developer. For any reason, Developer may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Developer shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Developer in the event Developer or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Developer.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Developer shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Developer's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Developer shall be to refund to Developer payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance. In addition to the insurance that Developer requires of its Contractor, Developer shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Developer nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Developer.

10. Ownership and Maintenance

10.1 By County. County shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event County fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at County's sole cost and expense.

10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at County's sole cost and expense.

10.3 Annual Maintenance of Highway-Rail Grade Crossing traffic Control Devices. County will be responsible for fifty (50%) of the annual maintenance fee of the highway-rail grade crossing traffic control devices and the Developer will be responsible for the remaining 50% of the annual maintenance fee, based on the Schedule of the Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices, and as amended in the future, as outlined in the Stipulation of Parties agreement fully executed August 19, 2008.

10.4 Alterations. County shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, including Section 768.26, Florida Statutes, Developer and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Developer or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Developer or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Developer, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. To the extent required by Section 725.06 Florida Statutes, the foregoing indemnification obligation shall be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Developer 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 and maintenance of the Project. Developer's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with

respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Developer and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor The parties agree that neither Developer nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Developer or Developer's Contractors, or the construction practices, procedures, and professional judgment employed by Developer or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Developer or its Contractors or anyone from entering CSXT's property, 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.

13. "Entire Agreement" 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.

14. Waiver 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.

15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Developer shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices 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:

If to CSXT:	CSX Transportation, Inc. 500 Water Street J-301 Jacksonville, FL 32202 Attention: Hal Gibson
If to the Developer:	Beacon Lakes Community Development District 210 North University Dr. Suite 702 Coral Springs, FL 33071 Attention: Pete Witschen
With copies to:	Flagler Development Group 2855 LeJeune Road, 4th Floor Coral Gables, FL 33134 Attention: Kolleen Cobb, Esq.
And copies to:	Billing, Cochran, Heath, Lyles, Mauro & Ramsey, P.A. Sun Trust Center, Sixth Floor, 515 East Las Olas Blvd. Fort Lauderdale, FL 33301 Attention: Dennis E. Lyles, Esq.
If to County:	Miami-Dade County 111 N.W. 1st Street, 14th Floor Miami, FL 33128 Attention: Medesto Munez

17. Severability 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.

18. Applicable Law This Agreement shall be governed by the laws of the State of **Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Miami-Dade County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Miami-Dade County, 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.

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES

By: _____

Name: Michael Vullo

Title: Chairman

Attest: _____

Date: 12/2/2008

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Attest: _____

Date: _____

CSX TRANSPORTATION, INC.

By: _____

Dale W. Ophardt
Chief Engineer, Design and Construction

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Developer shall let by contract to its Contractors:

1. Saw cut and removal of asphalt within 10' from end of railroad ties.
2. Construction of curb and gutter within railroad right of way.
3. Asphalt paving up to edge of concrete panels at crossing.
4. Detour traffic notification signs and pre-advertising of crossing closure

B. CSXT shall perform or cause to be performed:

1. Remove existing concrete crossing panels.
2. Install new railroad track sections
3. Install new and re-usable concrete crossing panels
4. Install automatic railroad grade crossing warning devices
5. Work to be accomplished under full crossing closure
6. All Flagging associated with construction within railroad right of way

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted to CSXT for its review and approval:

Plan View – Drawing #631054X – Location of track upgrade and new crossing panels
Profile – Railroad track top of rail profile through crossing
Signal Plan – Prepared by Safetran for CSX

LEGEND

EXIST. TRACK

NEW TRACK PANEL

NEW OMNI CONCRETE PANEL

NW 137TH AVE.

NEW 120' 115# TRACK PANEL

11+00

RE-USE EXIST. 41' CONC. SURFACE.

48.75' NEW OMNI CONC. SURFACE ECR 6 PANELS EA. @ 8.125' TIES ON 19.5" C/C

115# JT

EXISTING TIMBER TRESTLE

115# CWR

N.W. 12th ST.

EXHIBIT B-1

CROSSING DATA

NAME: NW 137TH AVENUE

DOT#: 631 054X

M.P.: SXL 48.51

OP#: 174831

RR ALIGN. - TANGENT

HDR PROVIDING SERVICES FOR CSX TRANSPORTATION

HDR ENGINEERING, INC.

CROSSING WIDENING AT NW 137TH AVENUE

HIALEAH

MIAMI DADE COUNTY FLORIDA

DIVISION: JACKSONVILLE SUBDIVISION: HOMESTEAD

SCALE: 1" = 30'

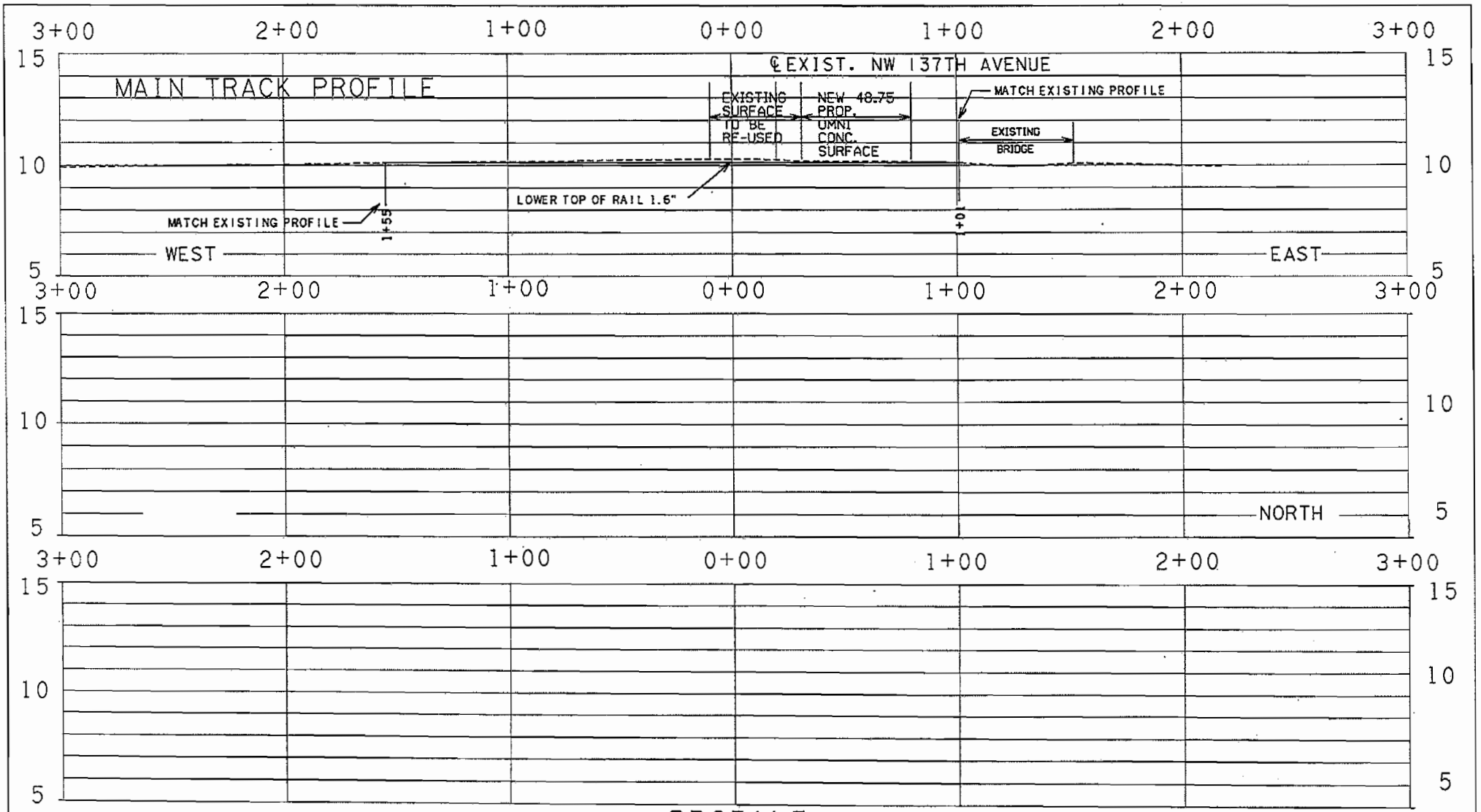
DATE: 08/05/2008

DRAWN: KNK

CHECKED: BI

DRAWING NO. 631 054X

SHEET 1 OF 2



CSX TRANSPORTATION

HIALEAH, FLORIDA
NW 137TH AVENUE

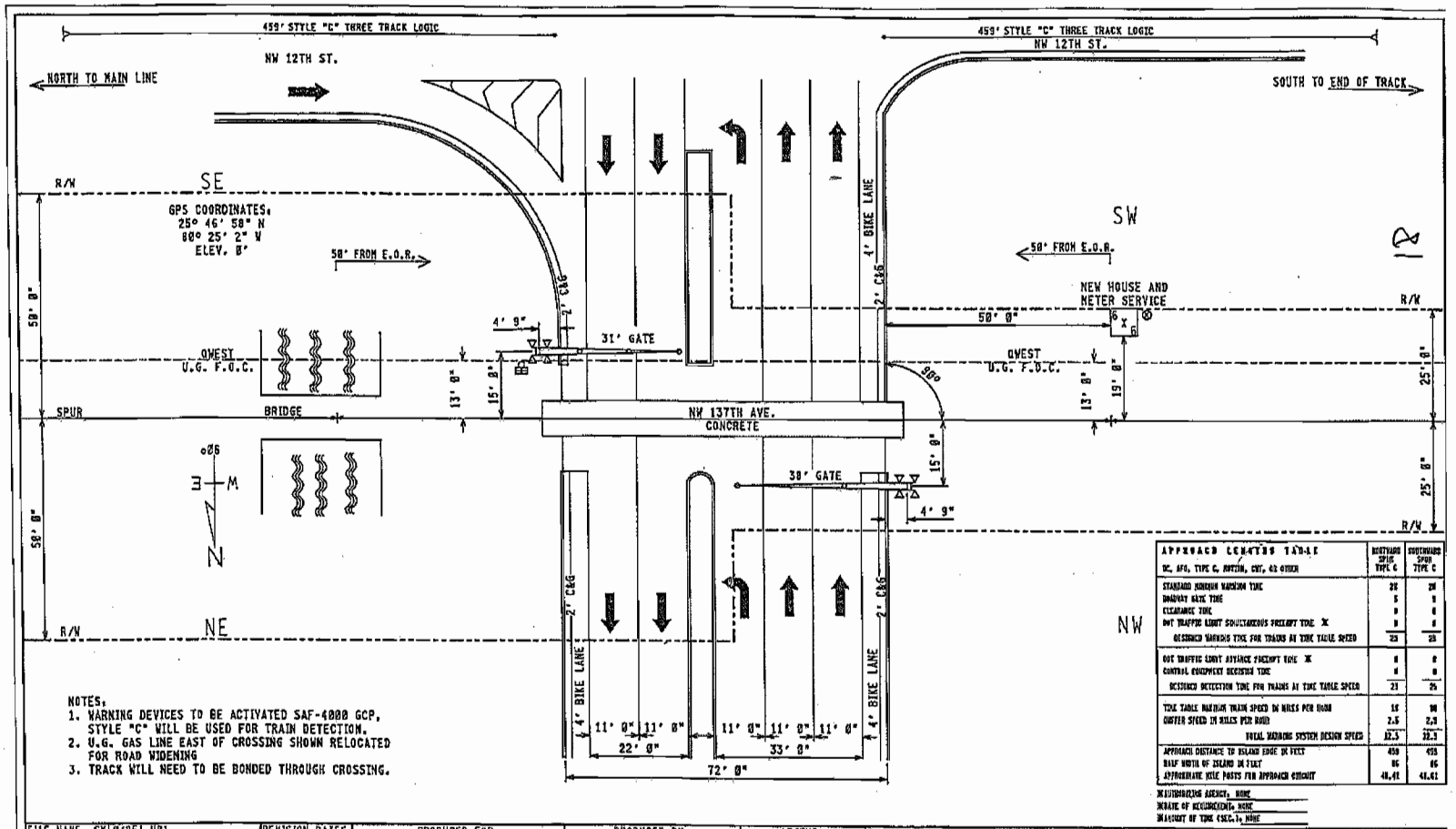
PROFILE

TOP SCALE: HORZ. 1" = 50' VERT. 1" = 5'

BOTTOM SCALE: HORZ. 1" = 50' VERT. 1" = 5'

DOT #: 631 054X
08/05/2008 - KNK

HDR
HDR ENGINEERING, INC.



NOTES:
1. WARNING DEVICES TO BE ACTIVATED SAF-4000 GCP, STYLE "C" WILL BE USED FOR TRAIN DETECTION.
2. U.G. GAS LINE EAST OF CROSSING SHOWN RELOCATED FOR ROAD WIDENING
3. TRACK WILL NEED TO BE BONDED THROUGH CROSSING.

APPROACH LENGTHS TABLE (DC, AFO, TYPE C, ROTTON, CNT, 42 OTHER)	NORTHBOUND SPUR TYPE C	SOUTHBOUND SPUR TYPE C
STANDARD MINIMUM WARNING TIME	20	20
ADDITIONAL GATE TIME	5	5
CLEARANCE TIME	0	0
DOT TRAFFIC LIGHT SIMULTANEOUS PREEMPT TIME X	0	0
DESIGNED WARNING TIME FOR TRAINS AT TIME TABLE SPEED	25	25
DOT TRAFFIC LIGHT ADVANCE PREEMPT TIME X	0	0
CONTROL COMPANEY DESIGNED TIME	0	0
DESIGNED DETECTION TIME FOR TRAINS AT TIME TABLE SPEED	25	25
TIME TABLE MAXIMUM TRAIN SPEED IN MILES PER HOUR	10	10
BUFFER SPEED IN MILES PER HOUR	2.5	2.5
TOTAL WARNING SYSTEM DESIGN SPEED	12.5	12.5
APPROACH DISTANCE TO ROAD EDGE IN FEET	458	458
HALF WIDTH OF ROAD IN FEET	86	86
APPROXIMATE MILE POSTS FOR APPROACH CIRCUIT	48.41	48.41

MAINTENANCE AGENCY: NONE
NATURE OF REQUIREMENT: NONE
AMOUNT OF TIME (S.C.T.): NONE

FILE NAME: SXL04851.H01	REVISION DATES
DATE DRAWN: 07-22-2008	- -
DRAWN BY: GARY CARLEE	- -
CHECKED BY: GREG BURLEY	- -
SSC #: JXX000739	- -

PRODUCED FOR:
CSX TRANSPORTATION
RAIL TRANSPORT GROUP ENGINEERING
COMMUNICATIONS AND SIGNALS

PRODUCED BY:
SAFETRAN systems
7775 BAYMEADOWS WAY
SUITE 250
JACKSONVILLE, FL 32256

LEGEND			
CSX ROW	GUARD RAIL	METER SERVICE	STREET NAME: NW 137TH AVE.
R/R POLELINE	O.H. POWER	POLE	CITY & STATE: HIALEAH, FL
GAS	FENCE	FIRE PLUG	PROJECT #: FL2008104
FIBER OPTIC	WATER	SEWER CAP	OP #: 174831
	SEWER	GAS VENT	DOT: 631054X

PROPOSED CROSSING LAYOUT

SCALE = 20:1

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement between CSXT and Developer dated as of _____, as amended from time to time.

"Developer" shall mean the **Beacon Lakes Community Development District.**

"Developer Representative" shall mean the authorized representative of **Beacon Lakes Community Development District.**

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Developer or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Developer or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Developer or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Developer or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Developer or its Contractor shall make such provision. If the CSXT Representative

determines that such provision is insufficient, CSXT may, at the expense of Developer or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Developer or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Developer or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Developer, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Developer, but must be approved by both CSXT and Developer. Developer or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Developer or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Developer or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If Developer or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Developer or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Developer or Contractor agrees to bear all costs and liabilities related to such access.

B. Developer and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. Developer or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Developer or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

B. Developer or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Developer and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Developer and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Developer and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Developer or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Developer and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Developer or Contractor has received CSXT Representative's prior written permission. Developer and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Developer or Contractor to move, such material and equipment at Developer's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.

3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Developer and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Developer or Contractor shall obtain CSXT Representative's and Developer Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Developer or Contractor must comply with the following:

   a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Developer or Contractor.

   b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

   c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

   d. Developer or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Developer's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Developer's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Developer's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Developer shall bear the entire cost thereof.

   e. Developer and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

   a. Determine the approximate location of trains and advise Developer or Contractor of the approximate amount of time available for the blasting operation and clean-up.

   b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Developer or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Developer or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Developer's or Contractor's operations shall be performed at Developer's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Developer or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Developer shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Developer or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Developer shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Developer or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Developer shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Developer using the new rates. Developer and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Developer shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Developer or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Developer or Contractor. Developer or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Developer or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Developer and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Developer and/or Contractor; (c) CSXT may require Developer to withhold monies due Contractor; and (d) CSXT may cure such failure and the Developer shall reimburse CSXT for the cost of curing such failure.

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - 174731

ESTIMATE SUBJECT TO REVISION AFTER: **3/4/2009** **DOT NO.:** 631 054 X
CITY: HIALEAH **COUNTY:** MIAMI-DADE **STATE:** FL
DESCRIPTION: EXTEND EXISTING OMNI CROSSING TO ACCOMMODATE NW 137TH AVENUE ROAD WIDENING -
DIVISION: Jacksonville **SUB-DIV:** HOMESTEAD **MILE POST:** SXL-48.51
AGENCY PROJECT NUMBER:

PRELIMINARY ENGINEERING: Provided under separate preliminary agreement						
200 Labor (Non Contract)			Days @	$ 270.00	$	-
200 Additive	42.41%				$	-
230 Expenses					$	-
212 Contracted & Administrative Engineering Services					$	-
Subtotal					$	-
CONSTRUCTION ENGINEERING/INSPECTION:						
200 Labor (Non Contract)		5	Days @	$ 270.00	$	1,350
200 Additive	42.41%				$	573
230 Expenses					$	500
212 Contracted & Administrative Engineering Services					$	6,285
Subtotal					$	8,708
FLAGGING SERVICE: (Contract Labor)						
070 Labor (Conductor-Flagman)			Days @	$ -	$	-
050 Labor (Foreman/Inspector)		30	Days @	$ 235.00	$	7,050
070 Additive	144.11% (Transportation Department)				$	-
050 Additive	160.99% (Engineering Department)				$	11,350
230 Per Diem	(Engineering Department)	30	Days @	$ 75.00	$	2,250
230 Expenses		30	Days @	$ 45.00	$	1,350
Subtotal					$	22,000
SIGNAL & COMMUNICATIONS WORK:	(Details Attached)				$	165,965
TRACK WORK: (Details Attached)					$	123,206
ACCOUNTING & BILLING:						
040 Labor		20	Days @	$ 200.00	$	4,000
040 Additive	193.32%				$	7,733
Subtotal					$	11,733
PROJECT SUBTOTAL					$	331,611
900 **CONTINGENCIES:**	10.00%				$	33,161
GRAND TOTAL	**********				$	364,772

DIVISION OF COST:

Agency	100.00%	$	364,772
Railroad		$	-
TOTAL	**********	$	364,772

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

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

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida
Estimated prepared by:RL Ice HDR Engineering, Inc.
DATE: 8/6/2008 REVISED: 9/5/2008
Form Last Revised: December 19, 2006 HAG Project Summary Sheet

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CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - 174731
Pub EB - 2

ESTIMATE SUBJECT TO REVISION AFTER: 3/4/2009 **DOT NO.:** 631 054 X
CITY: HIALEAH **COUNTY:** MIAMI-DADE **STATE:** FL
DESCRIPTION: EXTEND EXISTING OMNI CROSSING TO ACCOMMODATE NW 137TH AVENUE ROAD WIDENING -
DIVISION: Jacksonville **SUB-DIV:** HOMESTEAD **MILEPOST:** SXL-48.51
DRAWING NO.: 631 054 X **DRAWING DATE:** 8/5/2008 **REGION:** Southern
AGENCY PROJECT NUMBER: __

	PRELIMINARY ENGINEERING:						
200	Labor (Non Contract)		0	Days @	$ 270.00	$	-
200	Additive	42.41%				$	-
230	Expenses					$	-
212	Contracted & Administrative Engineering Services					$	-
	Subtotal					$	-
	CONSTRUCTION ENGINEERING/INSPECTION:						
200	Labor (Non Contract)		5	Days @	$ 270.00	$	1,350
200	Additive	42.41%				$	573
230	Expenses					$	500
212	Contracted & Administrative Engineering Services					$	6,285
	Subtotal					$	8,708
	FLAGGING SERVICE: (Contract Labor)						
70	Labor (Conductor-Flagman)		0	Days @	$ -	$	-
50	Labor (Foreman/Inspector)		30	Days @	$ 235.00	$	7,050
70	Additive	144.11% (Transportation Department)				$	-
50	Additive	160.99% (Engineering Department)				$	11,350
230	Expenses	(Engineering Department)	30	Days @	$ 75.00	$	2,250
230	Expenses		30	Days @	$ 45.00	$	1,350
	Subtotal					$	22,000
	COMMUNICATIONS WORK:						
	Temporary (Details Attached)					$	-
	Permanent (Details Attached)					$	-
	Subtotal					$	-
	TRACK: LABOR						
50	Remove Existing Concrete Surface		41	MAN-HRS	$ 31.50	$	1,292
50	Renew Cross Ties	Approach	10	MAN-HRS	$ 31.50	$	315
50	Construct Track Panel		96	MAN-HRS	$ 31.50	$	3,024
50	Install Field Welds		30	MAN-HRS	$ 31.50	$	945
50	Install Joints		5	MAN-HRS	$ 31.50	$	158
50	Install Epoxy Joints		48	MAN-HRS	$ 31.50	$	1,512
50	Install Ballast		25	MAN-HRS	$ 31.50	$	788
50	Line and Surface		98	MAN-HRS	$ 31.50	$	3,087
50	Install Track Panel		120	MAN-HRS	$ 31.50	$	3,780
50	Install Conc. Panels		65	MAN-HRS	$ 31.50	$	2,048
50	Clean-Up		20	MAN-HRS	$ 31.50	$	630
50	Additive	160.99%				$	28,297

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - 174731
Pub EB - 2

230	Per Diem		70	MAN-DAY	$ 90.00	$	6,300
	Subtotal					$	52,174
	TRACK: MATERIAL						
220	Cross Ties, Main Line		30	EA	$ 31.00	$	930
220	Rail, 115RE, New		240	LF	$ 19.00	$	4,560
220	Misc. OTM		1	LOT	$ 2,461.00	$	2,461
220	Ballast, trucked		168	NT	$ 50.00	$	8,400
220	Insulated Joints	Epoxy Bonded 115#	8	EA	$ 1,200.00	$	9,600
220	Field Welds	115#	4	EA	$ 100.00	$	400
210	Concrete Full Width, Omni	OMNI ECR 8.125'	49	TF	$ 225.00	$	11,025
210	Concrete Panel End Ramps	(Both Ends)	1	Set	$ 500.00	$	500
220	Crossties, 10' Length		70	EA	$ 50.00	$	3,500
210	Sales Tax on Material	7.00%				$	2,896
210	Material Handling	15.00%				$	6,206
210	Shipping, Surface Material		1	LS	$ 4,000.00	$	4,000
	Subtotal					$	54,479
	CONTRACT:						
215	Asphalt Paving (In Place)	By Others	0	NT	$ 120.00	$	-
215	Flash Butt Welds		0	EA	$ -	$	-
215	Contract Welding, Mobilization		1	LS	$ 3,200.00	$	3,200
241	Disposal of Waste Materials		120	TF	$ 10.00	$	1,200
215	Maintenance of Traffic	By Others	0	DAY	$ 300.00	$	-
	Subtotal					$	4,400
241	**EQUIPMENT RENTAL:**						
	Subtotal					$	10,528
50	**WORK TRAIN:**		1	DAY	$ 2,100.00	$	2,100
	Subtotal					$	2,100
	SALVAGE:						
228	Rail		5	NT	$ 65.00	$	(325)
228	OTM		2	NT	$ 75.00	$	(150)
	Subtotal					$	(475)
	SIGNAL WORK:						
210	Material - Field & Consumables					$	68,725
210	Material - Sales Tax					$	4,811
220	Material - Shop					$	-
60	Construction Labor					$	22,678
65	Shop Labor					$	960
230	Per Diem					$	8,925
200	RR Engineering,Preliminary					$	4,269
200	RR Engineering,Construction					$	3,402
60	Additives to Construction Labor					$	17,242
65	Additives to Shop Labor					$	845
200	Additives to Engineering					$	3,253
241	Equipment Expense					$	11,700
241	Waste Management					$	432

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - 174731
Pub EB - 2

212	Contract Engineering						$	11,524
211	Freight						$	4,700
216	AC Power Service						$	-
228	Salvage						$	2,500
900	Other						$	(1)
	Subtotal						$	165,965
	ACCOUNTING & BILLING:							
40	Labor		20	Days @	$	200.00	$	4,000
40	Additive	193.32%					$	7,733
	Subtotal						$	11,733
	PROJECT SUBTOTAL:						$	331,611
900	**CONTINGENCIES:**	10.00%					$	33,161
	GRAND TOTAL	**********					$	364,772

DIVISION OF COST:

Agency	100.00%	$	364,772
Railroad	0.00%	$	-
TOTAL	**********	$	364,772

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

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

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:RL Ice HDR Engineering, Inc.

DATE: 8/6/2008 REVISED: 9/5/2008 RL Ice

Estimate No. 114125

CSX Transportation

Installation of FLS&G
Hialeah, FL

DOT: 631054X | OP: 174831 | CSX Project: FL2008104

Summary

Material	$ 68,726
Sales Tax	$ 4,811
Labor:	
Construction Labor (85 man-days)	$ 22,678
Shop Labor (6 man-days)	$ 960
Subsistence (85 man-days)	$ 8,925
Railroad Engineering, Preliminary	$ 4,269
Railroad Engineering, Construction	$ 3,402
Additives to Construction Labor	$ 17,242
Additives to Shop Labor	$ 845
Additives to Engineering	$ 3,253
Equipment Expenses (18 work days)	$ 11,700
Waste Management (18 work days)	$ 432
Contract Engineering	$ 11,524
Freight	$ 4,700
Poleline Removal	$ 0
AC Power Service	$ 2,500
Salvage	$ -1
TOTAL ESTIMATE COST	$ 165,965

Date: 08/08/2008
Estimated By: Ricardo Stallings

NOTE: This estimate should be considered void one year from date of estimate.

Shop Material List for CSX Project: FL2008104 (Effective: 08/08/2008)
Installation of FLS&G
Hialeah, FL - SXL 48.51

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-0003386	1	6781.00	1	6781.00	HOUSE 6X6L ALUM INCLUDES 5 SHELFS, FARADAY CLOSET, 240V
020-0016116	1	337.12	3	1011.36	DRIVER MODEL TD-1A TRACK ELECTRO PNEUMATIC
020-0016117	1	203.84	1	203.84	GENERATOR MODEL ACG-2T AC ELECTRO PNEUMATIC
020-0017120	1	11.00	8	88.00	BLOCK TERMINAL 12 POST SINGLE STRIP AAR 14.1.6 WITH 1 AAR
020-0017125	1	3.54	8	28.32	BLOCK TERMINAL 2 POST AAR 14.1.8 WITH 1 AAR 14.1.11
020-0018234	1	30.69	1	30.69	CABLE CONVERTER PROTOCOL/MEDIA WAYSIDE ACCESS
020-0021965	1	8.96	1	8.96	EXTRACTOR DWG 59688-4 TERMINAL GRS CAT P3-308 REF
020-0022651	1	41.16	6	246.96	PLUGBOARD KIT TYPE B1 OR ST1 RELAY ASSEMBLY WITH 12 EACH
020-0022701	1	65.00	23	1495.00	ARRESTER LPC 15012-1 0-30V DC OR 0-24V AC RATED AT 15 AMP
020-0025595	1	20.72	1	20.72	WRENCH DWG 55393-3 GR1 "E" TERMINAL POST NUT GRS CAT
020-0053360	1	415.52	3	1246.56	CHARGER BATTERY ELC 12/20 S 20 AMP 10-19.9 VDC ROTARY SW
020-0053510	1	233.11	1	233.11	KIT 240V AC EMERGENCY GENERATOR CABLE AND
020-0055602	1	11.39	1	11.39	RELAY POTTER BRUMFIELD KHAU17D12-12V 160 OHMS
020-0056514	1	9.32	4	37.28	SOCKET RELAY POTTER & BRUMFIELD 27E166 NEWARK
020-0056863	1	537.60	1	537.60	TIMER SLT-1 15 MINUTES GETS P/N 800-086000-025
020-0056920	1	32.69	3	98.07	RESISTOR ADJUSTABLE 0.770 TO 8.00 OHMS SAFETRAN 029603-4X
020-0064060	1	16.12	2	32.24	PLATE MOUNTING FOR 2 TYPE KHAU RELAY SOCKETS ON GRS B1
020-0660077	1	568.96	1	568.96	ARRESTER GE 9L10KAC213 FOR 240 VOLT SINGLE PHASE 3 WIRE
020-0770060	1	12.66	10	126.60	ARRESTER US&S N451552-0201 TRACK SERIES RED LABEL USGA
020-0770105	1	22.40	3	67.20	ARRESTER HARMON 202217-000 AGE-1 TRACK AIR GAP EQUALIZER
020-1940055	1	8.50	1	8.50	CONTAINER CIRCUIT PRINT 24" SCHEDULE 20 4" PVC PIPE WITH
020-2503079	1	477.60	2	955.20	MODULE SAFETRAN GROUND FAULT DETECTOR (A80297-2) USED WITH
020-2503090	1	839.79	1	839.79	CONVERTER PROTOCOL/MEDIA WAYSIDE ACCESS GATEWAY (WAG)
020-2503200	1	768.82	1	768.82	KIT SAFETRAN GCP-4000 ILOD PKG. FOR USE WITH SEAR-III
020-2503202	1	1064.85	1	1064.85	KIT SAFETRAN GCP-4000 KEY DOWN PACKAGE ADDS REMOTE KEY

Shop Material List for CSX Project: FL2008104 (Effective: 08/08/2008)
Installation of FLS&G
Hialeah, FL - SXL 48.51

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-2503268	1	9882.80	1	9882.80	PREDICTOR SAFETRAN GCP-4000 EXTERNAL TRACK ONLY
020-2901190	1	11.39	3	34.17	RELAY POTTER BRUMFIELD KHAU17A12-120 3900 OHMS
020-3430110	1	240.12	2	480.24	RELAY SAFETRAN 400004 500 OHMS CONTACTS 4FB-2F-1B CSX
020-3430130	1	316.80	1	316.80	RELAY SAFETRAN 400023 500 OHMS CONTACTS 6FB HEAVY DUTY
020-3430150	1	272.25	3	816.75	RELAY SAFETRAN 400510 2.0 OHMS CONTACTS 4FB-2F-1B CSX
020-3650044	1	32.69	3	98.07	RESISTOR ADJUSTABLE 1.530 TO 16.00 OHMS SAFETRAN 029603-7X
020-3650750	1	0.85	2	1.70	RESISTOR FIXED 1000 OHMS 3W 5% TOLERANCE RS-2B WIREWOUND,
020-3652615	1	30.36	1	30.36	RESISTOR ADJUSTABLE 0.340 TO 3.00 OHMS 2.24A 15W SAFETRAN
020-4200100	1	6.04	2	12.08	CONNECTOR BUS 1" CENTERS 1/2" X 36" 18 GAGE PUNCHED 1/4" X
020-4200340	1	1.59	10	15.90	LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200350	1	2.04	13	26.52	LINK TEST ASSEMBLY 2-3/8" CENTERS COMPLETE WITH
020-8000067	1	14.42	2	28.84	LOCK AMERICAN H10SIGRA CSX SIGNAL PADLOCK WITH BLACK
022-8005160	1	601.05	1	601.05	KIT CDMA AND VHF RADIO MATERIAL FOR USE WITH CSX

Total Cost: $ 28,856.3

Field Material List for CSX Project: FL2008104 (Effective: 08/08/2008)
Installation of FLS&G
Hialeah, FL - SXL 48.51

Catalog Num	Cond	Unit Price	Qty	Cost	Description
013-5000050	1	210.91	4	843.64	JOINT INSULATED ENCAPSULATED 115RE 36-1/2"LONG 6-1/2 X
013-5000274	1	1082.00	4	4328.00	JOINT INSULATED 115RE 36'-0" EPOXY ASSEMBLED WITH HEAD
020-0013475	1	1.84	112	206.08	CONNECTOR TRACK "CHICKEN HEAD" WITH 3/16" BOND STRAND
020-0013686	1	40.43	3	121.29	BOOTLEG KIT CSX RAIL CONN W/15 FT 3/16 IN BDSTRAND 6/64
020-0013908	1	7.18	350	2513.00	CABLE UG COMPOSITE 19 CONDUCTOR INCLUDES 13
020-0016115	1	118.72	3	356.16	RECTIFIER TRACK CIRCUIT EPC 800-004080-000 MODEL RING-10
020-0025145	1	465.70	3	1397.10	SHUNT ENCLOSURE INTERRAIL P/N IRS-SE8A WAYSIDE MOUNT
020-0028880	1	15.02	30	450.60	BIT BONDING DRILL 3/8" COBALT WITH TIN COATING, SPECIAL
020-0052475	1	11.20	4	44.80	ARM EXTENSION 10-1/2" ALUM WITH 3/8" DIAMETER MOUNTING
020-0053065	1	3.45	60	207.00	BOND HEAD OF RAIL TRACK CONNECTOR 3/16" X 6-1/2"
020-0053220	1	2.60	150	390.00	CABLE POWER UG 3 COND NO 6 AWG, SHOW LENGTH ON EACH
020-0054073	1	161.70	2	323.40	BRACKET ASSY GATE ARM CONVERSION INCLS BRKT MTG
020-0055421	1	18.61	6	111.66	BRACKET SIGN 4" OR 5" MAST W/1/2" U-BOLT FOR ALL SIGNS
020-0056602	1	5412.09	2	10824.18	SIGNAL 0222-L GCWD GATE ASSY DWG SS222 INCLS ADJ 29 TO 38
020-0057275	1	1.22	500	610.00	WIRE UG TRACK TWISTED PAIR NO. 6 AWG SOLID CONDUCTOR
020-1040322	1	168.00	30	5040.00	BATTERY SAFT SPL165, 165 AH POCKET PLATE NICKEL CADMIUM
020-1040540	1	26.88	4	107.52	TRAY BATTERY FIBER CO 82687-1-P 12" WIDTH 24" LONG
020-1040550	1	39.20	1	39.20	TRAY BATTERY FIBER CO 82687-3-P 12" WIDTH 38"
020-1150750	1	0.80	200	160.00	BOND STRAND 3/16" DIA 7 STRANDS OF 19 STR EACH 6 WITH
020-1360014	1	784.62	1	784.62	PACKAGE FOREMANS CARE FOR ALUMINUM TYPICAL BOM FOR USE
020-1360016	1	20.60	1	20.60	PACKAGE SAFETY & SECURMENT WITH 1 EA CAUTION TAG 1 EA
020-1360103	1	1381.37	1	1381.37	LAYOUT METER SERVICE WITH 25' POLE CSX DWG SS351 SH 2 ITEMS
020-2503077	1	369.08	1	369.08	BELL SAFETRAN ELECTRONIC BELL AND SENSOR UNIT (A80301-2)
020-2503078	1	114.39	2	228.78	MODULE SAFETRAN GATE TIP SENSOR (A80281-2) USE WITH
020-2503092	1	20.93	2	41.86	KIT GATE TIP SENSOR RETAINING BRACKET INSTALLATION KIT,

Field Material List for CSX Project: FL2008104 (Effective: 08/08/2008)
Installation of FLS&G
Hialeah, FL - SXL 48.51

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-3901895	1	84.00	2	168.00	TIP FLEX HWY CROSSING GATE 24 IN LONG RED & WHITE STRIPES
020-3930010	1	3.70	2	7.40	KIT GATE ARM WARNING STICKER KIT INCLUDES 1-EA 5"X3"
020-3940175	1	39.60	2	79.20	BRACKET FG GATE ARM HIGH WIND SUPT ASSY FLEXIBLE TYPE L&W
020-4200340	1	1.59	27	42.93	LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200900	1	0.22	6	1.32	CONNECTOR SHEATHING AMP 329860 FOR NO. 14 WIRE
020-4201042	1	0.20	40	8.00	NUT HEX BINDING (RSA NUT) AAR 14.1.11-6 14-24 NS-2 THD CONE
020-4201043	1	0.18	250	45.00	NUT HEX CLAMP (FLAT NUT) AAR 14.1.11-7 14-24 NS-2 THD FLAT
020-4201044	1	0.10	200	20.00	WASHER AAR 14.1.11 ROUND COPPER NICKEL PLATED FOR AAR
020-9999991	1	100.00	1	100.00	BLOCKING AND BRACING FOR PROJECTS BURCO DIST
250-0001827	1	13.49	1	13.49	BREAKER CIRCUIT SQ D QO235
280-8020180	1	54.19	8	433.52	WELD FIELD COMPLETE 136RE RAILTECH BOUTET P/N
360-0006100	1	35.07	1	35.07	STOOL STEP WOOD 14"X 20" SIGNAL MAINTAINERS CSXT
360-0800145	1	4.25	1	4.25	BROOM WAREHOUSE CORN HVY DUTY ID300

Total Cost: $ 31,858.12

Consumables List for CSX Project: FL2008104 (Effective: 08/08/2008)
Installation of FLS&G
Hialeah, FL - SXL 48.51

Catalog Num	Cond	Unit Price	Qty	Cost	Description
N/A		500.00	1	500.00	CELLULAR MODEM RAVEN AIR LINK COMMUNICATIONS
N/A		50.00	40	2000.00	FILL MATERIAL, 1 CUBIC YARD
N/A		800.00	1	800.00	WALKWAY ROCK, 10 CUBIC YARDS
020-0017605	1	0.30	600	180.00	WIRE CASE 10 AWG FLEX CSX SPEC SS796 OKONITE
020-0017607	1	0.72	750	540.00	WIRE CASE TW PR NO 10 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017625	1	0.44	200	88.00	WIRE CASE TW PR NO 14 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017630	1	0.13	200	26.00	WIRE CASE NO 16 AWG FLEX CSX SPEC SS796 FURN 1000 FT SPOOL
020-0017635	1	0.80	150	120.00	WIRE SIGNAL DEL 018 NO 6 COPPER STRANDED SINGLE
020-0028610	1	0.41	100	41.00	TERMINAL RING AMP 35628 YELLOW PLASTI-BOND HVY DUTY
020-1710045	1	3.13	250	782.50	CONDUIT SDR 13.5 4" POLYETHYLENE TRENCHLESS
020-2060072	1	778.40	2	1556.80	FOUNDATION HELICAL SCREW-IN ASSEMBLY 7' X 10" COMPLETE
020-2060074	1	571.20	2	1142.40	EXTENSION 10" X 3' USE WITH XING GATE AND SIGNAL MAST
020-3261960	1	18.82	2	37.64	DECAL (DO NOT ORDER, CALL SIGNAL SHOP) ASSY 5" BLACK
020-3261970	1	9.41	2	18.82	DECAL ASSY 2" BLACK PRESSURE SENSITIVE VINYL PRE-MASKED
020-4200880	1	0.53	2	1.06	CONNECTOR TERMINAL 2-3/8" CENTERS AAR 14.1.15-4 NICKEL
020-4200892	1	0.44	35	15.40	CONNECTOR TERMINAL 1" CENTERS AAR 14.1.15-3 NICKEL PLATED
020-4251190	1	0.47	120	56.40	TERMINAL RING AMP 35627 BLACK PLASTI-BOND WIRE SIZE 10-12
020-4251290	1	0.59	50	29.50	TERMINAL WIRE AMP 322051 BLUE WIRE SIZE NO 6 AWG 1/4" STUD
020-4251295	1	0.71	8	5.68	TERMINAL WIRE AMP 322007 BLUE WIRE SIZE NO 6 AWG 3/8" STUD
020-9999992	1	50.00	1	50.00	HOUSE, SIGNAL HANDLING CHARGE, BURCO DISTRIBUTION
450-0019212	1	0.20	100	20.00	SCREW 10 X 1" SHT METAL PAN HD TYPE A COARSE THREAD

Total Cost: $ 8,011.2

ACCT. CODE : 709 - 174731

Pub EB - 2

ESTIMATE SUBJECT TO REVISION AFTER: 3/4/09 **DOT NO.:** 631 054 X

CITY: HIALEAH **COUNTY:** MIAMI-DADE **STATE:** FL

DESCRIPTION: EXTEND EXISTING OMNI CROSSING TO ACCOMMODATE NW 137TH AVENUE ROAD WIDENING -

DIVISION: Jacksonville **SUB-DIV:** HOMESTEAD **MILEPOST:** SXL-48.51

DRAWING NO.: 631 054 X **DRAWING DATE:** 8/5/2008 **REGION:** Southern

AGENCY PROJECT NUMBER: __

Amount		
Task	Task Desc	Total
40	Labor General Office	$11,733
50	Labor Roadway	$66,374
60	Labor Signal	$39,920
65	Labor Signal1	$1,805
70	Labor Transportation	
200	Labor NonContract	$12,847
210	Invoice Material	$20,628
	Material - Field & Consu	$73,536
211	Invoice Freight	$4,700
212	Invoice Contract Eng	$17,809
215	Invoice Misc	$3,200
216	Invoice Utilities	
220	Material New	$33,851
	Material - Shop	
228	Scrap Credit	$2,025
230	ExpenseRpts	$19,325
241	Invoice Rental	$23,860
900	Other	-$1
900	Contingencies	$33,161
Grand Total		$364,772

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Developer will deposit with CSXT the sum of $364,772.00 which is equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Developer. Developer shall make such additional deposit within 30 days following delivery of such invoice to Developer.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Developer and Contractor, if and to the extent that either is performing work on or about CSXT's property, 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 as an 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 and its 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 as an 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 must be named as the named insured on the Railroad Protective Insurance Policy.

   d. Name and Address of Contractor and Developer 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) 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 or different insurance as CSXT may require.

II. Additional Terms

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

Donna G. Melton
Risk Manager, Planning & Analysis
CSX Transportation, Inc.
500 Water Street – C907
Jacksonville, FL 32202
904-359-1247 (Phone)
904-245-3506 (Fax)

2. Neither Developer nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 200__, between **Beacon Lake Community Development District, Miami-Dade County** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____
Name: _____
Title: _____
Date: _____