

Memorandum



Date: June 1, 2022

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

Agenda Item No. 8(N)(4)

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Tri-Party Agreement between Miami-Dade County, the State of Florida Department of Transportation and the South Florida Regional Transportation Authority for the Installation of Railroad Crossing Traffic Control Devices at NW 71st Street in the Vicinity of NW 38th Avenue

Executive Summary

The purpose of this item is to gain approval of the Board of County Commissioners (Board) for execution of a Tri-Party Railroad Reimbursement Agreement between the County, the State of Florida Department of Transportation (FDOT), and the South Florida Regional Transportation Authority (SFRTA) for the installation of traffic control devices at a railroad crossing abutting Districts 2 and 6.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Tri-Party Agreement among the County, FDOT, and SFRTA for the installation of railroad crossing traffic control devices at NW 71st Street in the vicinity of NW 38th Avenue.

Scope

This Tri-Party Agreement is for one railroad crossing abutting District 2, represented by Commissioner Jean Monestime, and District 6, represented by Rebeca Sosa, within the City of Hialeah.

Fiscal Impact/Funding Source

The County will be responsible for the yearly maintenance fee for the railroad crossing traffic control devices in the amount of \$4,879.50, which is 50 percent of the total maintenance fee. SFRTA will cover the other 50 percent as stipulated by the cost sharing policy. SFRTA will install all the necessary signal safety upgrades to the grade crossing, and FDOT will pay for the installation costs. The funding source to be used for the yearly maintenance fee is Secondary Gas Tax, programmed within the Fiscal Year 2021-22 Adopted Budget and Multi-Year Capital Plan, Volume 2, Program No. 2000000541, Countywide Safety Improvements, Project No. 68855, Railroad Crossing Improvements.

Track Record/Monitor

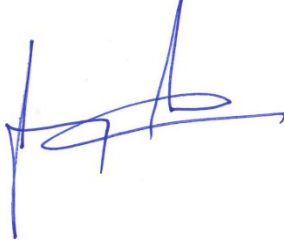
Octavio Marin, P.E., DTPW Senior Professional Engineer, will oversee and monitor this project.

Delegated Authority

In accordance with Section 2-8.3 of the Miami-Dade Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the Mayor or Mayor's designee to execute the agreement on behalf of Miami-Dade County and to exercise the provisions contained therein.

Background

The yearly safety diagnostic review coordinated by FDOT revealed the need for improvements to the crossing traffic control devices at the railroad crossing. The applicable cost sharing policy was approved by the Board on July 18, 1978, under Resolution R-824-78, which stipulates that the County assume 50% of the annual maintenance cost for devices on municipal maintained roadways as well as those maintained by Dade County.

A handwritten signature in blue ink, appearing to be "Jimmy Morales", written over a horizontal line.

Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

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

DATE: June 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(4)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(4)
6-1-22

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A TRI-PARTY AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR THE INSTALLATION OF RAILROAD CROSSING TRAFFIC CONTROL DEVICES AT NW 71ST STREET IN THE VICINITY OF NW 38TH AVENUE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of a Tri-Party Agreement between Miami-Dade County, the State of Florida Department of Transportation, and the South Florida Regional Transportation Authority for the installation of railroad crossing traffic control devices at NW 71st Street in the vicinity of NW 38th Avenue, 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 and to exercise the provisions contained therein.

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:

Jose "Pepe" Diaz, Chairman

Oliver G. Gilbert, III, Vice-Chairman

Sen. René García

Sally A. Heyman

Eileen Higgins

Kionne L. McGhee

Raquel A. Regalado

Sen. Javier D. Souto

Keon Hardemon

Danielle Cohen Higgins

Joe A. Martinez

Jean Monestime

Rebeca Sosa

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of June, 2022. 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.



Eduardo W. Gonzalez

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES
SOUTH FLORIDA RAIL CORRIDOR ONLY
FEDERAL FUNDED PROJECTS ON OFF-SYSTEM ROADS COUNTY RR CROSSINGS ONLY**

Financial Project I.D.	Road Name or Number	County Name	Parcel & R/W Number	FAP Number
440474-1-57-01	NW 71 st Street / E 17 th Street	Miami-Dade	1(SIG-H)	D617 071 B

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the **COUNTY**, and the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, hereinafter called the **SFRTA**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** and CSX Transportation, Inc., ("**CSXT**") entered into a contract for Installment Sale and Purchase, for the South Florida Rail Corridor ("**SFRC**") dated May 11, 1988, at which time the **DEPARTMENT** became the owner of said property and **CSXT** retained an exclusive perpetual easement for Rail Freight Operations within the **SFRC** upon which railroad freight, intercity passenger and commuter rail services are currently being conducted, and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into an Operating and Management Agreement Phase A (OMAPA) pertaining to the line of railroad between West Palm Beach and Miami, Florida and related properties on May 11, 1988 (the "Phase A Agreement"), pursuant to which **CSXT** managed and maintained the **SFRC** property on behalf of the **DEPARTMENT** until March 28th, 2015, and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into an Amended South Florida Operating and Management Agreement (SFOMA) on January 25th, 2013, as may be further amended, which provides for termination of OMAPA and transition of management, operation, and maintenance of the **SFRC** from **CSXT** to the **DEPARTMENT** upon the date determined pursuant to subsection 1(c) of SFOMA (the "SFOMA Commencement Date", which was March 29th, 2015), and

WHEREAS, the **DEPARTMENT** and the **SFRTA** entered into the **SFRC** Operating Agreement ("Operating Agreement") on June 13th, 2013, by which the **SFRTA** on behalf of the **DEPARTMENT**, has been managing, operating, maintaining, and dispatching, railroad operations on the **SFRC** as of the SFOMA Commencement

Date, and also maintains and repairs the rights-of-way, layover facilities and yards, state-owned buildings and facilities, tracks, bridges, communications, signals and all appurtenances on the SFRC, and

WHEREAS, the **DEPARTMENT** currently has a project underway, identified as 440474-1-57-01, and which encompasses a portion of the Public Road System at NW 71st STREET / E 17th STREET (Project); and

WHEREAS, the **SFRTA**, at the request and sole cost and expense to the **DEPARTMENT**, is, constructing, reconstructing or otherwise changing a portion of the Public Road System, which crosses at grade the right-of-way and track(s) of the SFRC at milepost SX 1034.50, FDOT/Association of American Railroads (AAR) Crossing Number 628340A, at or near CITY OF HIALEAH, Florida as shown on the Project Location Sheet EXHIBIT "A" – LOCATION MAP, attached hereto and made a part hereof, and

WHEREAS, the **COUNTY** is not a party to any of the aforementioned agreements and now agrees to enter into this Railroad Reimbursement Agreement ("Agreement") with the **DEPARTMENT** and **SFRTA**,

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

1. The **SFRTA** shall perform work based on the categories selected below, within the **DEPARTMENT's** right-of-way along the SFRC, over its tracks at the above-referenced location, herein referred to as the ("Project").

(a) Surface Work

If crossing surface work is required for the Project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will construct at **DEPARTMENT's** sole cost and expense a Standard Railroad Crossing Type ~~-Choose A Type-~~ in accordance with the **DEPARTMENT's** Standard Plans for Road and Bridge Construction Index No. 830-T01 attached hereto and by this reference made a part hereof, and in accordance with all other Federal Railroad Administration (FRA) and American Railway Engineering and Maintenance of Way Association (AREMA) standards and guidelines. The initial construction cost shall be paid by the **DEPARTMENT** and the cost of any reconstruction or rehabilitation thereafter shall be paid by the **COUNTY**. In accordance with the Operating Agreement and the SFOMA Agreement, upon completion of the crossing, the SFRTA shall be responsible for the following:

1. Single Track crossing: routine maintenance of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area.

2. **Multiple-track crossing:** routine maintenance of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area and between tracks.

Routine maintenance includes but is not limited to regular track inspections and any repairs to the concrete panels or asphalt within the area described as **SFRTA's** responsibility. Upon completion of the crossing, the **COUNTY** shall be responsible for the maintenance of the highway roadbed and surface outside the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that if the **COUNTY** does not properly maintain the highway roadbed and surface outside the railroad ties, the **SFRTA** may, at its option and upon notification to the **COUNTY**, perform such maintenance work and bill the **COUNTY** directly for costs thus incurred. All costs required for any subsequent reconstruction or rehabilitation of the crossing, as may be requested by any of the parties to this Agreement, shall be the sole financial responsibility of the **COUNTY**. This provision shall be governed and reimbursed in accordance with the paragraphs as specified below.

(b) Signal Work (Non-US Code Title 23, Section 130)

If Railroad Grade Crossing Traffic Control Devices work is required for the Project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will install at the **DEPARTMENT's** expense, automatic railroad grade crossing traffic control devices at said location in accordance with the **DEPARTMENT's** Standard Plans for Road and Bridge Construction Index No. 509-070 and/or 509-100 attached hereto, the Operating Agreement, and the SFOMA Agreement. Upon completion of the Project, the **COUNTY** shall be responsible for any signal work thereafter. This provision shall be governed and reimbursed in accordance with the paragraphs as specified below.

(c) Signal Work (US Code Title 23, Section 130)

If traffic control devices are being installed/upgraded under the Signal Safety Program (US Code Title 23, Section 130), then the **DEPARTMENT** will reimburse **SFRTA** for 100% of the costs of installation/upgrades pursuant to the **DEPARTMENT's** Standard Plans for Road and Bridge Construction Index No. 509-070 and/or 509-100 attached hereto, the Operating Agreement, and the SFOMA Agreement. This provision shall be governed and reimbursed in accordance with the paragraphs as specified below.

These paragraphs are applicable to work specified in paragraph 1(a) and/or 1(b):

2. If the project is for surface work or signal work (Non-US Code Title 23, Section 130) as identified in paragraph 1(a) or 1(b) above; all labor, services, materials, and equipment furnished by **SFRTA** in carrying out work to be performed, shall be billed by **SFRTA** directly to the **DEPARTMENT**. Upon completion of the Project, the **COUNTY** shall be responsible for any surface or signal work thereafter.
3. The **DEPARTMENT** will reimburse **SFRTA** for the cost of watchmen or flagging service in the carrying out of work within or adjacent to the **SFRC**, or work requiring movement of equipment, employees or trucks across the **SFRC**, or when at times **SFRTA** and/or the **DEPARTMENT** agree that such a service is necessary. Upon completion of the Project, the **COUNTY** shall be responsible for all such work previously mentioned.
4. The **DEPARTMENT** hereby agrees to reimburse **SFRTA**, as detailed in this Agreement, for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions above. It is understood and agreed by and between the parties hereto that preliminary engineering costs incorporated within this Agreement shall also be subject to payment by the **DEPARTMENT**. Upon completion of the Project, the **COUNTY** shall be responsible for all such costs mentioned in this paragraph.
5. It is understood and agreed that, if the project, is at **COUNTY** expense, the **COUNTY** shall receive fair and adequate credit for any salvage as a result of the above adjustment work; otherwise, the **DEPARTMENT** shall receive the salvage credit.
6. Upon completion of the Project, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **DEPARTMENT** with three (3) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The **DEPARTMENT** shall reimburse the **SFRTA** for its portion of all actual costs attributable to the Project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Material shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced

permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

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

These paragraphs are applicable to work specified in paragraph 1(c):

7. If the Project is for Signal Safety improvements under Title 23, Section 130, as identified in Paragraph 1c, above; then the DEPARTMENT agrees to reimburse SFRTA for all costs incurred for the installation and/or adjustment of said Project in accordance with the provisions herein.
8. All labor, services, materials, and equipment furnished by SFRTA in carrying out work to be performed, shall be billed by SFRTA directly to the DEPARTMENT. Separate records as to costs of contract bid terms and force account items performed by SFRTA shall also be furnished by SFRTA to the DEPARTMENT.

These paragraphs are applicable to any type of work specified (paragraph 1(a), 1(b), or 1(c)):

9. Upon completion of the work, the SFRTA shall, within one hundred eighty (180) days, furnish the DEPARTMENT with three (3) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The DEPARTMENT shall reimburse the SFRTA for its portion of all actual costs attributable to the Project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Material shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced

permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

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

10. In accordance with Section 215.422 Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) working days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.

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

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

11. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the **DEPARTMENT's** Comptroller under Section 334.44(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
12. In accordance with Section 287.058 F.S., the following provisions are in this Agreement: If this contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
13. Bills for travel expenses specifically authorized in this Agreement shall be submitted and paid in accordance with **DEPARTMENT** Rule 14-57.011, Florida Administrative Code, and the Federal Highway Administration Federal Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."
14. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a term of more than one year, the provisions of Section 339.135 (6)(a), Florida Statutes are hereby incorporated;

The **DEPARTMENT's** obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature in accordance with Section 287.0582, Florida Statutes.

The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such funds are available prior to the entering into any such contract or other binding commitment of funds.

Nothing herein contained shall prevent the making of contracts for periods, exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases for real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

17. The cost of maintaining all signals at the crossing shall be allocated as follows; fifty percent (50%) of the expense thereof in maintaining the same shall be borne by the **COUNTY**, and fifty percent (50%) of the cost shall be borne by the **SFRTA**, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. Actual funding for the signals has been provided for in the Operating Agreement. **COUNTY** shall submit its 50% of the cost of the Annual Maintenance costs to the **DEPARTMENT**. In instances where signals are installed and/or adjusted pursuant to this Agreement and found to be in satisfactory working order by the parties hereto, the same shall be immediately put in service, operated and maintained by the **SFRTA** pursuant to the Operating Agreement and the SFOMA Agreement so long as **SFRTA** or successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary, or until the said crossing is abandoned; or legal requirements occur which shall cease operation of those signals. The **SFRTA** agrees that any future relocation or adjustment of said signals shall be performed by the **SFRTA**,

but at the expense of the party initiating such relocation. Upon relocation, the maintenance responsibility shall be in accordance with the provisions of this Agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.

18. Unless otherwise agreed upon herein, the **DEPARTMENT** agrees to ensure that the advance warning signs and railroad crossing pavement markings will conform to the Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained in conformance with the MUTCD as applicable. Upon completion of the Project, the **COUNTY** shall be responsible for the maintenance of all advance warning signs and railroad crossing pavement markings.
19. The **DEPARTMENT** at its discretion, may arrange for the synchronization of the railroad crossing devices with existing or proposed highway traffic control devices at **NW 37TH AVENUE AND/OR E 10TH AVENUE**. Neither of the parties shall disconnect the interconnection circuit or change or cause to be changed the signal sequence without prior notice to the other parties. Each party shall maintain its respective devices from the point of the junction box as provided for the interconnect cable.
20. All work contemplated at this crossing shall at all times be subject to the approvals, obligations, and notice provisions pursuant to the Operating Agreement and the SFOMA Agreement.
21. All contractors working in the SFRC are required to have Railroad Protective Public Liability and Railroad Protective Property Damage Liability insurance where the **DEPARTMENT**, **SFRTA**, and **CSXT** are named insureds, and with limits not less than **\$ 2,000,000.00** combined single limit for bodily injury and/or property damage per occurrence and with an annual aggregate limit of no less than **\$ 6,000,000.00** Contractor will furnish the **DEPARTMENT** and **SFRTA** a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amounts set forth above. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal Aid Policy Guide, Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.
22. **SFRTA** hereby agrees, as applicable, to install and/or adjust the necessary parts of the SFRC facilities in accordance with the provisions set forth in the:

- (A) **DEPARTMENT** Procedure 725-080-002 Appendix D.4 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code,
- (B) Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, Part 646, Subpart B,

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

23. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by **SFRTA** pursuant to the terms hereof, and an estimate of the costs thereof in the amount of \$169,220.00. All work performed by the **SFRTA** pursuant hereto, shall be performed according to these plans and specifications as approved by the **DEPARTMENT**, and the Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the **DEPARTMENT** and the Federal Highway Administration, when applicable.
24. The **DEPARTMENT** has determined that the method to be used by the **SFRTA** in developing future relocation or installation cost shall be actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
25. The **DEPARTMENT** reserves the right to unilaterally cancel this agreement for refusal by the **COUNTY** or **SFRTA** to allow public access to all documents, or other material subject to the provisions of Chapter 119, Florida Statutes.
- ~~26. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby granted to the **COUNTY** shall thereupon cease and terminate and the **COUNTY** will, at its sole cost and in a manner satisfactory to the **SFRTA** and the **DEPARTMENT**, remove said crossing and restore the **SFRC** property to the condition previously found, provided that the **SFRTA** may, at its option, remove the said crossing and restore its property, and the **COUNTY**~~

~~will, in such event, upon bill rendered, pay to the SFRTA the entire cost incurred by it in such removal and restoration.~~

27. Upon execution, this Agreement shall supersede all provisions, relating to said crossing contained in any previous agreements and shall become the permanent agreement of record.
28. **SFRTA** shall:
 1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the parties during the term of the contract; and
 2. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
29. **SFRTA** or its contractor shall use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this paragraph, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the **SFRTA** uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the **SFRTA** and the **DEPARTMENT** prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material; and **SFRTA** must grant written approval prior to incorporating the material into the project; and

30. **SFRTA shall Comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the SFRTA pursuant thereto. The SFRTA shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.**
31. **It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.**
32. **Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction.**
33. **The parties agree to bear their own attorney's fees and costs with respect to this Agreement.**
34. **The parties agree that this Agreement is binding on the parties and their assigns and successors in interest as evidenced by their signatures and lawful executions below.**
35. **A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.**
36. **If the Operating Agreement between the DEPARTMENT and the SFRTA ceases to exist, the responsibilities of SFRTA may be assigned to a party operating the railroad.**
37. **Paragraph #26 was struck through at COUNTY'S request prior to execution.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

SFRTA

South Florida Regional Transportation Authority, A body politic and corporate and an agency of the State of Florida

By: 
SFRTA Executive Director

Approved as to form and legal sufficiency

By: 
SFRTA Deputy General Counsel

DEPARTMENT

State of Florida, Department of Transportation,
An Agency of the State of Florida

By: _____
Director of Transportation Development

Legal Review (DEPARTMENT):

By: _____

COUNTY

Attest:

**MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

Date: _____

WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
440474-1-57-01	NW 71 ST STREET / E 17 TH STREET	MIAMI-DADE	I(SIG-II)	D617 071 B

RAILROAD COMPANY

SFRTA

- A. JOB DESCRIPTION & LOCATION: 2 New foundations to relocate entrance gates, 6 Sets of LED's, 3 New CWT, 2 New Bells
- B. TYPE OF ROADWAY FACILITY: Two-Way Street - 2 Thru lanes - Urban Major Collector
- C. FDOT/AAR XING NO.: 628340A RR MILE POST TIE: SX 1034.50
- D. TYPE CROSSING PROPOSED: III Class: VI DOT INDEX: 509-070-1
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES (See Agreement dated _____)
 - a. None-New Crossing
 - b. Crossbuck and Disk
 - c. Flashing Signals with Disk
 - d. Flashing Signals with Cantilever
 - e. Flashing Signals with Gates
 - f. Flashing Signals with Cantilever and Gates
 2. PROPOSED DEVICES (Safety Index Rating 499)
 - a. No revision required
 - b. Crossbuck and Disk
 - c. Flashing Signals and Disk
 - d. Flashing Signals with Cantilever
 - e. Flashing Signals with Gates.
 - f. Flashing Signals with Cantilever and Gates.
 - g. Relocate existing signal devices
 - (1) (With-Without) addition of Gates
 - (2) ((With-Without) synchronization with highway traffic signals
 - (3) ((With-Without) constant warning time
- F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1. By Others (____ Company.)
 2. By Railroad Company.
- G. AUTHORITY REQUESTED (Draft attached: Yes No)
1. Agreement (Third Party Participating Miami-Dade County, SFRTA and FDOT)
 2. Supplemental Agreement No. _____
 3. Crossing Permit
 4. Estimate for Change Order No. _____
 5. Letter of Authority
 6. Letter of confirmation (No Cost to Department)
- H. OTHER REMARKS: Negotiations to be completed by _____

Negotiations to be completed by: _____

Signal installation target date: _____

Synchronization: (Draft attached: Yes No)

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

725-090-41
RAIL
08/21

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
440474-1-57-01	NW 71 st STREET / E 17 th STREET	MIAMI-DADE	1(SIG-H)	D617 071 B

COMPANY NAME: SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)

A. FDOT/AAR XING NO.: 628340A RR MILE POST TIE: SX 1034.50

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

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$9,759.00

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

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2021 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.

Crossing No. 628340A		Roadway: E 17TH ST		RR Street:		District: 6 County: Miami-Dade	
PUBLIC	HWY	AT GRADE Industrial		City: Hialeah		IN CITY OPEN--TRACK ACTIVE	
Rank 2018: 489	SR No.:			RR Company:		SFRV	Date: 07/13/2016
Rank 2017: 500	CR No.:			Division Name:		SFRC	Team Members: S. Albritton,
Rank 2016:	US No.:			Subdivision Name:		NVA	N. Thomas, M. Dross, J.
	Latitude:	25.838100		Branch Name:		NVA	Marquette, M. Hernandez, H.
	Longitude:	-80.260000		RR Milepost:		1,034.51	Parrish, A. Fassraier, I.
Field Review Comments:							Khan, J. Barragan, J. Hurtado,
Team Recommendations: Railroad: 2new foundations to relocate entrance gates, 6 sets of LEDs, 3 New CWT, 2 new bells, cable							B Goss, M. Micolta, H.
Roadway: XING rehabilitation, Pavement marking, New W10-1 for E approach and replace W10-1 for W approach							Hartmann, O. Marin, E.
Highway Speed:		30		Train Speed Range:		40-45	
Crossing Angle:		60-90 DEG		Max Time Table Speed:		45	
AADT:		5400 (2017)		Day Thru/Switch:		30/2	
Percent Trucks:		16 (2012)		Night Thru/Switch:		15/2	
School Buses:		4 (2020)		Train Service: Freight, Commuter			
Street Types:		Two-Way Street		Passenger Count/Day:		50	
Thru Lanes:		2		Train Count Date:		01/01/2016	
Aux Lanes:		0		Main Tracks:		2	
Hazmat Route?		YES		Other Tracks:			
Emergency Services Route?		YES					
Emergency Notification Signs		YES		Train Signals?		NO	
Crossbuck(4x4 post):		0		Train Signal Proximity:		NO	
Crossbuck Sign:		4		Train Detection: Constant Warning Time			
Stop Sign:		0		Event Recorder?			
Yield Sign:		0		Number of Bells:		2	
Low Ground Clearance Signs:		0		Post Mounted Flashing Lights:		4	
Exempt Signs:		NO		Backlights, Incandescent			
Trespass Signs:		NO		Roadway Gate Count:		4	
W10-1 2		R10-6a 0		W8-1 0		Pedestrian Gate Count: 0	
W10-2 0		R11-2 0		W10-8 0		Gates: 4 Quad, Full Entrance	
W10-3 0		R15-2P 2		W10-9 0		Cantilevered Flashing Over Traffic: 0	
W10-4 0		R15-6 0		W10-9P 0		Cantilevered Flashing Not Over Traffic: 0	
W10-11 0		R15-6a 0		W10-11a 0		Intersecting Roadway? YES	
W10-12 0		R15-7 0		W10-11b 0		Signalized? NO	
R3-1a 0		R15-7a 0		W10-13P 0		Interconnection: Not interconnected	
R3-2a 0		R15-8 0		W10-14P 0		Traffic Signals Controlling?	
R8-8 0		Pvt Crossing 0		W10-14aP 0		Preemption:	
R8-9 0		Look Out 0		W10-15P 0		Does traffic queue across the tracks? NO	
R8-10 0		R8-8 w/Beacon 0		Slow 0		Traffic Pre-Signals? NO	
R8-10a 0		W3-1		W10-1w/Beacon 0		8" Count: 0	
R10-6 0		W3-3		LED Signs 0		12" Count: 6	
Surface Installment Date:						LED Count: 0	
Surface Type: CONCRETE AND RUBBER						Install - Upgrade: --	
Pvmt Mrk:						Maintenance Responsibility: STATE	
Surface Condition: EXCELLENT						Roadway Paved: YES	
Approach: LOS C = Minor erosion						Tracks run down street? NO	
Vehicle Reaction: LOS C = Shaking						Sidewalks on Crossing Approach? NO	
Driver Reaction: LOS C = Most drivers slow down						Sidewalks Thru Crossing? N/A	
Rail/Pad Movement: erosion / Some Movement						Crossing illuminated? YES	
Incident History:						Commerical Power? YES	
						Alternative Power? NO	
						Recommended Warning Device: FL & G	



October 1, 2019

**SFRTA ENGINEERING AND CONSTRUCTION
NW 71ST STREET (628340A)
GRADE CROSSING TRAFFIC CONTROL DEVICES**

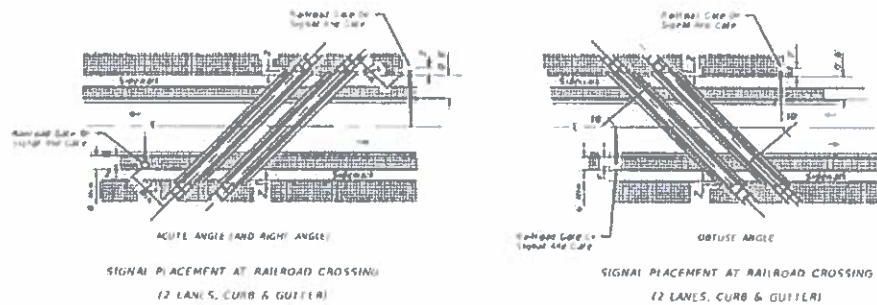
SCOPE OF WORK

Install signal safety upgrades to the grade crossing located on NW 71st St. in Miami-Dade County, Florida. The upgrades shall include hardware, installation, construction, in-service testing, and as-in-service plans for (12) new LED crossing signal lights, (2) SP-50 surge protector, (1) Relay Drivers, (2) XP4 Crossing Controllers.

Item	Amount	Funding Source
Design	<u>\$ 20,000</u>	FDOT
Material	<u>\$ 93,054</u>	FDOT
Labor	<u>\$ 12,963</u>	FDOT
Equipment	<u>\$ 9,000</u>	FDOT
Flagging	<u>\$ 4,000</u>	FDOT
MOT	<u>\$ 2,000</u>	FDOT
CE&I	<u>\$ 14,101</u>	FDOT
Contingency	<u>\$ 14,102</u>	FDOT
 Sub Total	 <u>\$ 169,220</u>	
 PTC Impact	 <u>\$ -</u>	
Op. Cost Impact	<u>\$ -</u>	
 TOTAL	 <u>\$ 169,220</u>	

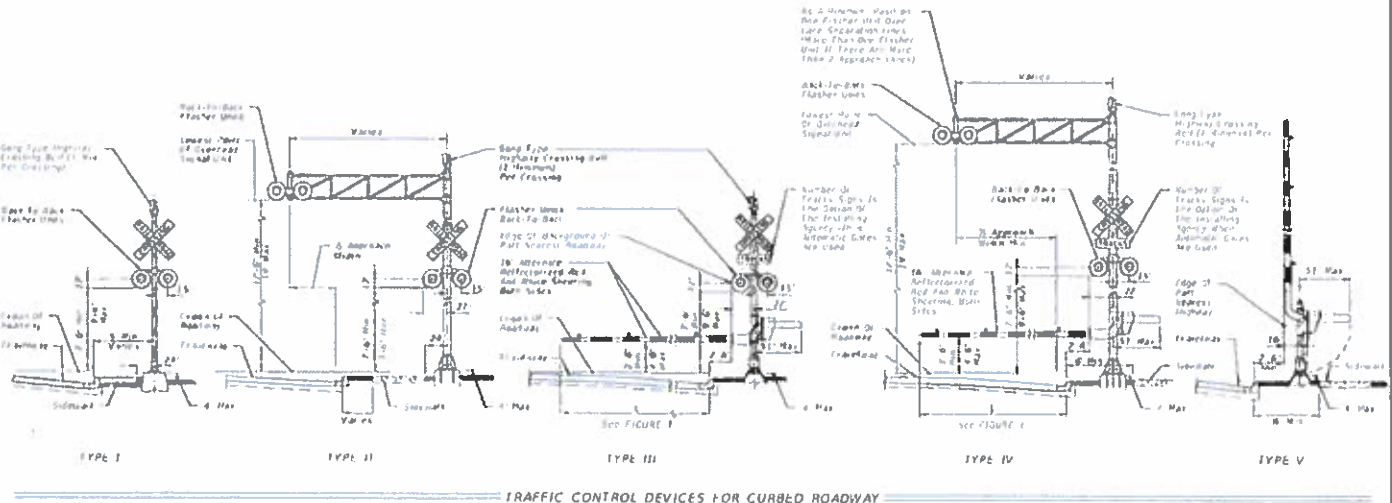
Estimate expires 30 days after transmittal date. Please increase values 1.5% for every month passed expiration time.

Project Manager

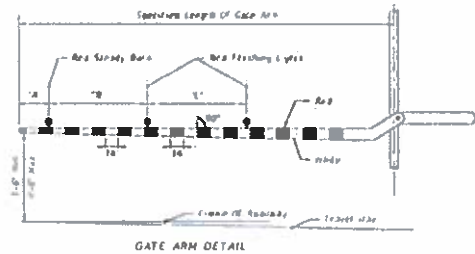
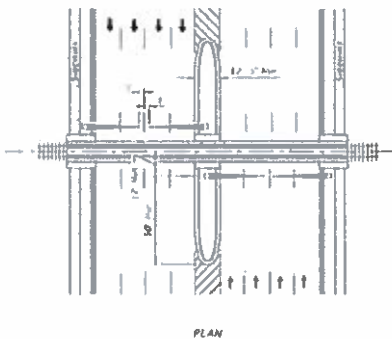


NOTES:

1. The location of flashing warning devices and stop lines shall be established based on factors for proper visualization of signs with appropriate truck clearances.
2. Where signs call for railroad traffic control devices to be installed in curbed sections, the minimum radius width shall be 22'-5".
3. Location of railroad traffic control device is based on track distance, and shall be such that the center of the device is located at least 10 feet from the edge of the roadway.
4. Signs are to be perpendicular to edge of roadway, except 15' from nearest end of track and parallel to gate when present.
5. When a center line or flashing warning device is used, the minimum vertical clearance shall be 17'-0" from above the crown of roadway to the lowest point of the overhead signal unit.

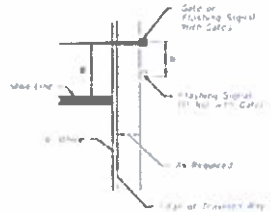
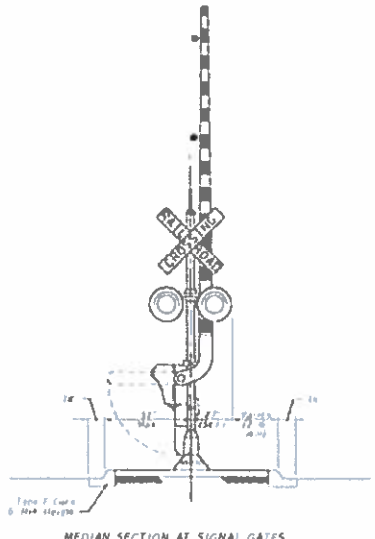


LAST REVISION 02/05/21	DESCRIPTION Revised railroad signals for standard marking devices	FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070-1	SHEET 2 of 3
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RAILROAD GATE ARM LIGHT SPACING			
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
12 ft	6	7b	5
15 ft	10	2b	5
16 ft 7 1/2	24	3b	5
18-19 ft	28	4b	5
20-21 ft	32	5	5
22-23 ft	36	5	5
24-25 ft	36	6	6
26-27 ft	36	7	7
28-29 ft	36	8	8
30-31 ft	36	9	9
32-33 ft	36	10	10

NOTE:
For additional information, see the Manual on Uniform Traffic Control Devices, Part 4, The Traffic Control Handbook, Part VIII, and AASHTO "A Policy on Geometric Design of Streets and Highways."



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

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

LAST REVISION 02/05/21	DESCRIPTION Add a Relative Location of Crossing Traffic Control Devices section.	FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509.070-1	SHEET 3 of 3
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To: Hector.Hartmann@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

ASP31

8/6/2021

CONTRACT INFORMATION

Contract:	ASP31
Contract Type:	AB - RR SIGNALS-MAINT (RR-SIG/MTE)
Method of Procurement:	R - RAILROAD/UTILITIES AGREEMENT
Vendor Name:	SOUTH FLORIDA REGIONAL TRANSPOR
Vendor ID:	F650002789001
Beginning Date of This Agreement:	08/04/2021
Ending Date of This Agreement:	12/31/2026
Contract Total/Budgetary Ceiling:	ct = \$169,220 00
Description:	Railroad Signal Safety / 628340A / NW 71st Street

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/6/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	134000
Amount:	\$169,220 00
Financial Project:	44047415701
Work Activity (FCT):	127
CFDA:	
Fiscal Year:	2022
Budget Entity:	55100100
Category/Category Year:	088808/22
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6a)/Status:	0001/04

Total Amount: \$169,220.00

