

Memorandum



Date: January 19, 2022

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

Agenda Item No. 8(N)(1)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-48-22

Subject: Resolution Authorizing the Execution of a Railroad Reimbursement Agreement Between Miami-Dade County, the State of Florida Department of Transportation and Florida East Coast Railways, LLC. for the Installation of Railroad Crossing Traffic Control Devices and Roadway Construction within the Railroad right of way at NE 36th Street in the vicinity of NE 2nd Avenue

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Railroad Reimbursement Agreement among Miami-Dade County (County), the State of Florida Department of Transportation (FDOT), and Florida East Coast Railways, LLC (FEC) for the Installation of Railroad Crossing Traffic Control Devices and roadway construction within the railroad right of way at NE 36th Street in the vicinity of NE 2nd Avenue.

Scope

This Railroad Reimbursement Agreement is for one (1) railroad crossing within District 3, which is represented by Commissioner Keon Hardemon and is within the City of Miami.

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 and Mayor’s designee to execute the agreement and exercise the provisions contained therein.

Fiscal Impact/Funding Source

The County will be responsible for the cost of construction estimated at \$526,930.00. The County will not be responsible for the maintenance after construction is completed. Funding for this work will be provided from Road Impact Fee and FDOT Funds under FY20-21 Adopted Budget and Multi-Year Capital Plan, Vol 2. Transportation and Public Works, 2000000536 INTERSECTION IMPROVEMENTS – COUNTYWIDE/ Project No. 3001309 INTERSECTION IMPROVEMENT AT NE 2 AVE AND NE 36 ST.

Track Record/Monitor

The implementing County agency is the Department of Transportation and Public Works (DTPW), and the Project Manager responsible for monitoring this project is Mr. Octavio Marin, P.E.

Background

Due to increased traffic delays at the intersection of NE 36 Street and NE 2 Avenue, DTPW is proposing to reconfigure the intersection to provide traffic operational improvements. These

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
Page No. 2

improvements include the railroad signal modifications and roadway work which are part of this agreement. NE 36 Street is a state road and the FDOT has provided the County \$250,000.00 for the railroad signal work as part of the Agreement approved by County Resolution R-492-19. In addition, the FDOT has provided the County with supplemental funding in the amount of \$277,000.00 as part of an amendment to the Agreement approved by the Board in Resolution R-924-21. The total funding provided by FDOT will cover the estimated cost of the work under this agreement.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: January 19, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(1)

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)(1)
1-19-22

RESOLUTION NO. R-48-22

RESOLUTION AUTHORIZING THE EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT ESTIMATED AT \$526,930.00 BETWEEN MIAMI-DADE COUNTY, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND FLORIDA EAST COAST RAILWAYS, LLC, FOR THE INSTALLATION OF RAILROAD CROSSING TRAFFIC CONTROL DEVICES AND ROADWAY CONSTRUCTION WITHIN THE RAILROAD RIGHT OF WAY AT NE 36 STREET IN THE VICINITY OF NE 2 AVENUE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN

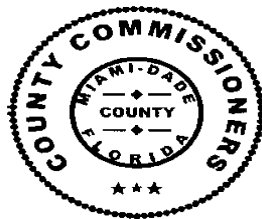
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of a Railroad Reimbursement Agreement estimated at \$526,930.00 between Miami-Dade County, the State of Florida Department of Transportation and Florida East Coast Railways, LLC, for the installation of railroad crossing traffic control devices and roadway construction within the railroad right of way at NE 36 Street in the vicinity of NE 2 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 **Rebeca Sosa**,
 who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz**
 and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of January, 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

Melissa Adames

By: _____
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "E. W. Gonzalez", written over a horizontal line.

Eduardo W. Gonzalez

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES

COUNTY PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
20180024	SR 25/NE 36 Street	Miami-Dade	1(X&S-H)	N/A

THIS AGREEMENT, made and entered this _____ day of _____, 2021, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and FLORIDA EAST COAST RAILWAY, LLC, a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, hereinafter called the COMPANY; and MIAMI-DADE COUNTY, political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY:

WHEREAS, the COUNTY is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Miami-Dade County Project No. 20180024, on SR 25/NE 36 Street & NE 2nd Avenue, which crosses at grade the right of way and track(s) of the COMPANY'S Mile Post PL2.18(+951), FDOT/AAR Crossing Number 272633P, at or near City of Miami, Florida, hereinafter called the Grade Crossing, as shown on the COUNTY'S Plan Sheet No. 7, 19 and 22, attached hereto as a part hereof; and

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

1. The COMPANY hereby grants to the COUNTY the right to construct road at grade, and necessary approaches thereto, across its right of way and over its track(s) at the hereinabove referred to location.

2. If requested by the COUNTY as part of this project, the COMPANY will provide, furnish or have furnished, all necessary materials required for, and will adjust or have re-constructed at the COUNTY'S expense the existing Standard Railroad Crossing Type C Concrete in accordance with the DEPARTMENT'S Standard Plans, Index 830-T01 attached hereto and by this reference made a part hereof. Upon completion of the crossing the COMPANY shall be responsible for the maintenance cost of all trackbed and rail components, and the DEPARTMENT shall be responsible for the maintenance cost of the highway roadbed and surface for the width of the rail ties within the crossing area and through the remainder of the COMPANY right of way. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon notification of the DEPARTMENT, perform such periodic maintenance work and bill the DEPARTMENT directly for costs thus incurred that are the responsibility of the DEPARTMENT.

3. The COMPANY at the COUNTY'S expense shall furnish the necessary materials and install automatic grade crossing signal and/or other traffic control devices at said location on an actual cost basis, and in accordance with the DEPARTMENT'S Standard Plans, Index 509-070 attached hereto and by reference made a part hereof.

4. After said automatic crossing signals and/or other traffic control devices have been installed and/or adjusted and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or successors or assigns shall operate the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES

automatic grade crossing signals and/or other traffic control devices, 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 signals thereat. The DEPARTMENT will participate in the cost of maintaining the grade crossing traffic control devices that are the subject of this Agreement in the amount of fifty percent (50%) of the cost 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 as long as the said devices are located on the State-Maintained Highway System. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. If the crossing traffic control devices installed and/or modified are no longer required at the point of installation they may be removed to another location as agreed upon and at the expense of the party requiring such removal or relocation. 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.

5. All work contemplated hereabove shall at all times be subject to the approval of the COMPANY'S Chief Engineer or his authorized representative. The COUNTY or the COUNTY'S contractor shall give the COMPANY'S Division Engineer and/or Superintendent at least seventy-two (72) hours notice prior to the performance of any work within the limits of the COMPANY'S right of way.

6. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that the advance warning signs and railroad crossing pavement marking will conform to the Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level. Maintenance of such signs and pavement markings after initial construction will be borne by the DEPARTMENT.

7. The COUNTY during construction of this project, and the DEPARTMENT thereafter, will reimburse the COMPANY for the cost of watchmen or flagging service when the COUNTY'S contractor is carrying out work adjacent to the COMPANY'S tracks and whenever the contractor is performing work requiring movement of employees, trucks, or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and COUNTY during construction of this project, and the DEPARTMENT thereafter, shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the COUNTY during construction of this project, and the DEPARTMENT thereafter.

8. The COUNTY during construction of this project, and the DEPARTMENT thereafter, will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of \$2,000,000, for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed by Federal funds, with respect to bodily injury, death or property damage, is limited to a combined amount of \$6,000,000 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The COUNTY during construction of this project, and the DEPARTMENT thereafter, will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES

job in question) in the amount of \$2,000,000 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of 23 C.F.R., Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

9. The COUNTY will bear the cost of all temporary and permanent changes made necessary in the COMPANY'S signal wire line or other facilities and in the wire line facilities of any utility that has compensable interest on the COMPANY'S right of way occasioned by the construction of said crossing and the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 10.

10. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities in accordance with the provisions set forth in the:

- ☒ (a) DEPARTMENT Procedure 725-080-002 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. The COMPANY further agrees to do all such work with its own forces or by a contractor paid under a contract held by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

11. The COUNTY hereby agrees to reimburse the COMPANY, as detailed in this Agreement, for all costs incurred by it in the adjustment of said facilities, in accordance with the provisions of the above indicated Reimbursement Policy, and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this Agreement shall not be subject to payment by the COUNTY.

12. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an estimate of the costs thereof in the amount of **\$526,930.00**. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the COUNTY and the DEPARTMENT, and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the COUNTY, when applicable.

13. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY directly to the COUNTY. Separate records as to costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the COUNTY.

14. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES

- ☐ Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body
- ☒ Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the COUNTY
- ☐ An agreed lump sum of _____, as supported by a detail analysis of estimated costs attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

15. It is specifically agreed by and between the COUNTY, the DEPARTMENT and the COMPANY that the COUNTY shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above adjustment work.

16. Upon completion of the work, the COMPANY shall, within one hundred eighty (180) days, furnish the COUNTY with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, 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. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as 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 expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the COUNTY agrees to reimburse the COMPANY in the amount of such actual costs approved by the COUNTY's auditor.

17. In accordance with Section 287.058, Florida Statutes, 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 preaudit and postaudit thereof.

18. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby to the DEPARTMENT shall thereupon cease and terminate and the DEPARTMENT will, at its sole cost and in a manner satisfactory to the COMPANY, remove said crossing and restore the COMPANY'S property to the condition

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES

previously found, provided that the COMPANY may, at its option, remove the said crossing and restore its property, and the DEPARTMENT will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration.

~~19. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT, the COUNTY and all of the DEPARTMENT'S or COUNTY'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission, or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT, COUNTY or said parties may be subject, except that neither the COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from sole negligence of the DEPARTMENT, the COUNTY, its officers, agents, or employees.~~

20. COMPANY 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 COMPANY 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; and

21. 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.

22. 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 in Leon County, Florida.

23. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

24. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

25. 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.

26. Paragraph 19 has been stricken in its entirety at the request of the COMPANY, prior to execution by all parties.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers the day and year first written above

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(Title: _____)

FLORIDA EAST COAST RAILWAY

BY: Robert Lopez

MIAMI-DADE COUNTY, FLORIDA

BY: _____
(Title: _____)

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _

BY: _

BY: _

Attorney - DOT _____ Date

Comptroller - DOT _____ Date

FHWA _____ Date

Estimate No.: 272633P - 05/26/2020

**Florida East Coast Railway
(FEC)****MIAMI, (Dade), FL
SR 29 (NE 36th Street) @ NE 2nd Avenue**DOT# : 272633P
RR MP.: PL2.18 (+951)RAILROAD # : 2288233
XORAIL# : 108437**Summary**

CROSSING WARNING SYSTEM	\$475,930.00
(Includes all design, requisition, labor, materials, shop wiring, and installation)	
Crossing Warning System Design, Material, Shop Wiring, Field Install/Test Labor, AIS.	\$420,930.00
Fiber Optic Network Handholes, Bore, Splice, Markers, Terminations, Hot Cut, Survey, AIS	\$40,000.00
PTC Network - Programming and Dispatch Control for new location on PTC System	\$15,000.00
CROSSING SURFACE/RESURFACE	\$0.00
(Includes all design, requisition, labor, materials, and installation)	
TRACK GRADE AND REHABILITATION	\$0.00
(Includes all design, requisition, labor, materials, and installation)	
RAILROAD ENGINEERING	\$7,500.00
(Includes RAILROAD Labor for Reviewing Engineering Authorizations, Field Inspections and Administrative Labor)	
PRELIMINARY ENGINEERING (Phase 1)	\$18,000.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
AGREEMENTS & APPROVALS (Phase 2)	\$5,000.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
CONSTRUCTION ENGINEERING (Phase 3)	\$10,000.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
CONSTRUCTION ENGINEERING INSPECTION (CEI)	\$10,500.00
(Estimated Construction Engineering Inspection cost based on 7 days @ \$1500 per day)	
AC POWER SERVICE	\$0.00
(Includes all Power Service Charges not included in other costs)	
OTHER (Description Required)	\$0.00
TOTAL ESTIMATE COST	\$526,930.00 (USD)
PRE-PAID - PE Fees (EFT Transfer Voucher PO PCMT1900076 on 01/03/2019) minus \$1000 Application Fee:	
REMAINING BALANCE TO BE PAID TO PROCEED:	-\$15,000.00
	\$511,930.00

DATE: 05/26/2020

RESPONSIBLE PARTY:Name: **Miami-Dade County**
Number: **20180024**
Contact: **Mr. Octavio Marin**

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

This Estimate DOES NOT include Railroad Watchman/Flagging Cost. Due to the unknown duration or schedule of the Roadway Contractor, this cost is NOT Included and must be considered and will be the responsibility of the Funding/Responsible Agency.

PRELIMINARY ESTIMATE

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

725-090-41
RAIL
OGC - 07/16

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
20180024	SR 25/NE 36 Street	MIAMI-DADE	1(S&S-H)	N/A

COMPANY NAME: Florida East Coast Railway

A. FDOT/AAR XING NO.: 272633P RR MILE POST TIE: PL2.18(+951)

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

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

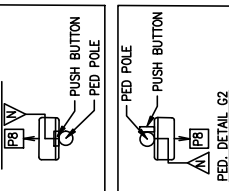
AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

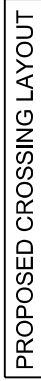
SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2016 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.



R E V I S I O N S				S M I T H & S O N N E N				S M I T H & S O N N E N			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
 SMITH & SONNEN CONSULTING INC. 9020 SW 13TH AVE, SUITE 250 MIAMI, FLORIDA 33186 PHONE: (305) 885-6400 ERIK E. SALCADO, P.E. NO. 72983 DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS MIAMI-DADE TRAFFIC ENGINEERING DIVISION COUNTY											
				DESIGNED BY CHECKED BY IN CHARGE DATE DATE DATE				NAME DATE NAME DATE DATE DATE			





■ OVERHEAD POWER
 ■ UNDERGROUND POWER
 ■ OVERHEAD COMM.
 ■ UNDERGROUND COMM.
 ■ UNDERGROUND GAS
 ■ UNDERGROUND WATER LINE

CROSSING SURFACES	
Type	Definition
C	Concrete
R	Rubber
RA	Rubber/Asphalt
TA	Timber/Asphalt

STOP ZONE FOR RUBBER CROSSING	
Design Speed (mph)	Zone Length (Distance From Stop)
45 Or Less	250'
50 - 55	350'
60 - 65	500'
70	600'

Notes:

1. Type R Crossings are NOT to be used for multiple track crossings within zones for an existing or scheduled future vehicular stop. Zone lengths are charted above.
2. Single track Type R Crossings within the zones on the chart may be used unless engineering or safety considerations dictate otherwise.

GENERAL NOTES

1. The Railroad Company will furnish and install all track bed (ballast), crossties, rails, crossing surface panels and accessory components. All pavement material, including that through the crossing, will be furnished and installed by the Department or its Contractor, unless negotiated otherwise.
2. When a railroad grade crossing is located within the limits of a highway construction project, a transition pavement will be maintained at the approaches of the crossing to reduce vehicular impacts to the crossing. The transition pavement will be maintained as appropriate to protect the crossing from low clearance vehicles and vehicular impacts until the construction project is completed and the final highway surface is constructed.
3. The Central Rail Office will maintain a list of currently used Railroad Crossing Products and will periodically distribute the current list to the District Offices as the list is updated.
4. The Railroad Company shall submit engineering drawings for the proposed crossing surface type to the Construction Project Engineer and/or the District Rail Office for concurrence along with the List of Railroad Crossing Products. The approved engineering drawings of the crossing surface type shall be made a part of the installation agreement.
5. Sidewalks shall be constructed through the crossing between approach sidewalks of the crossing. Sidewalks shall be constructed with appropriate material to allow unobstructed travel through the crossing in accordance with ADA requirements.
6. Install pavement in accordance with the Specifications.
7. The Department will participate in crossing work, that requires adjustments to rail outside of the crossing, no more than 50 feet from the edge of the travel way.

LAST
REVISION
11/01/17

DESCRIPTION:
REVISION

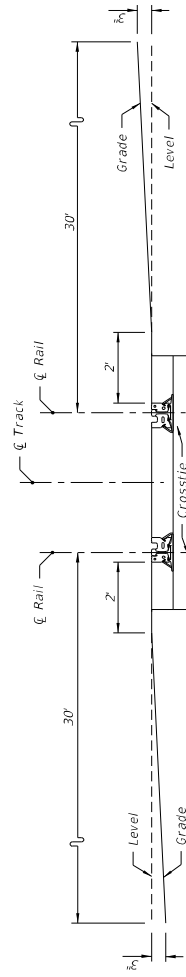
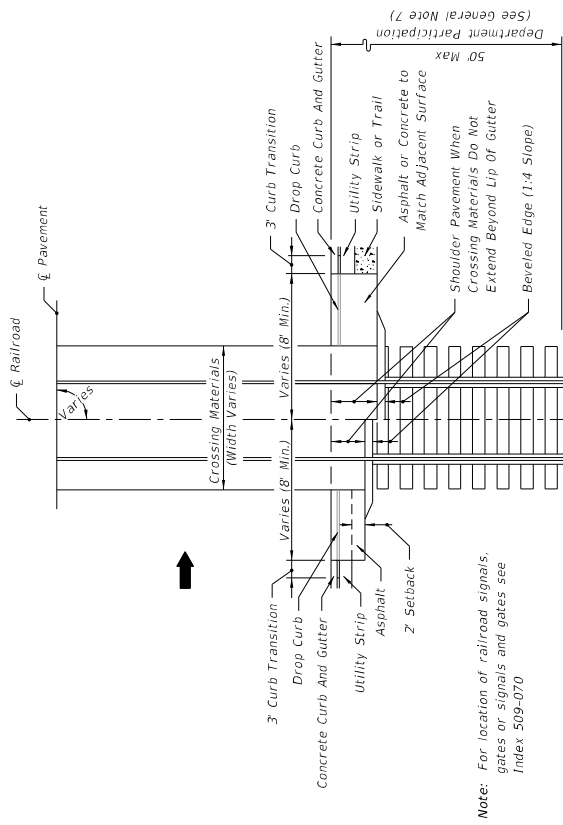


FY 2020-21
STANDARD PLANS

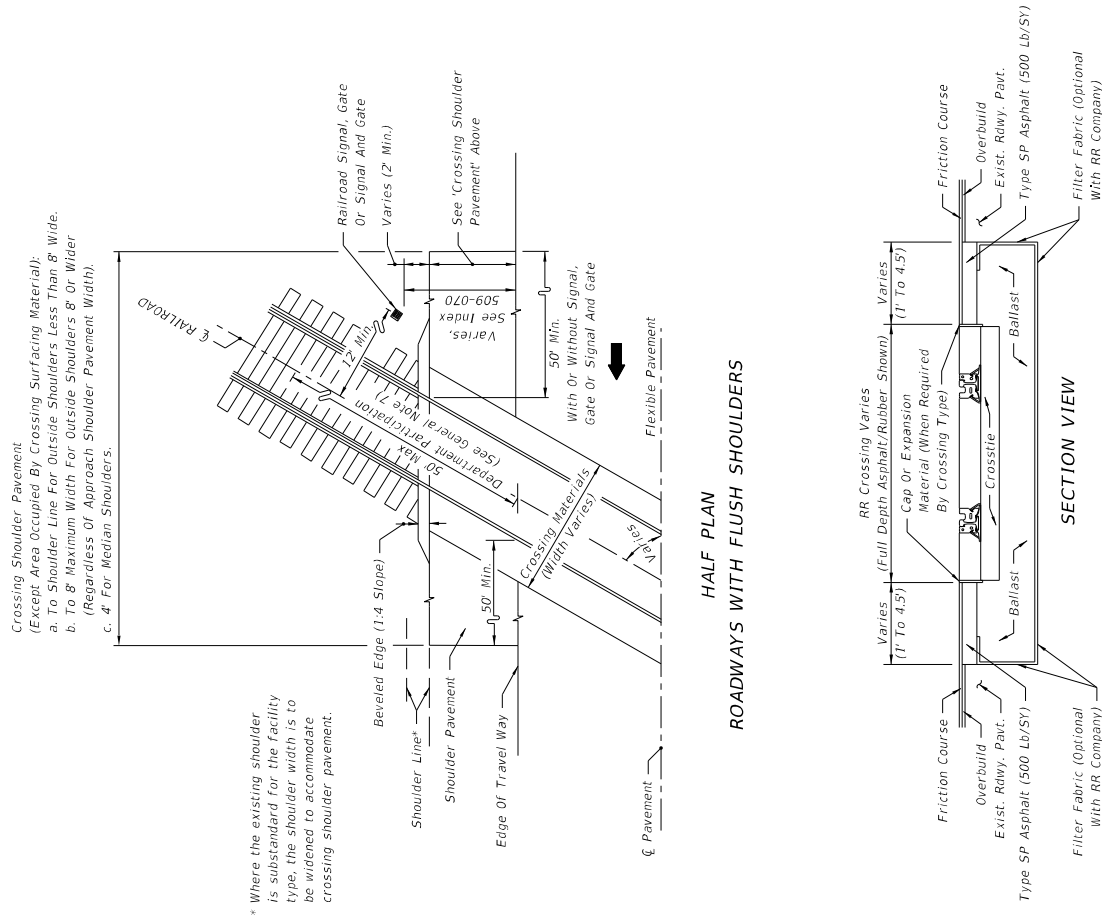
RAILROAD (GRADE) CROSSING

INDEX
830-T01

SHEET
1 of 2



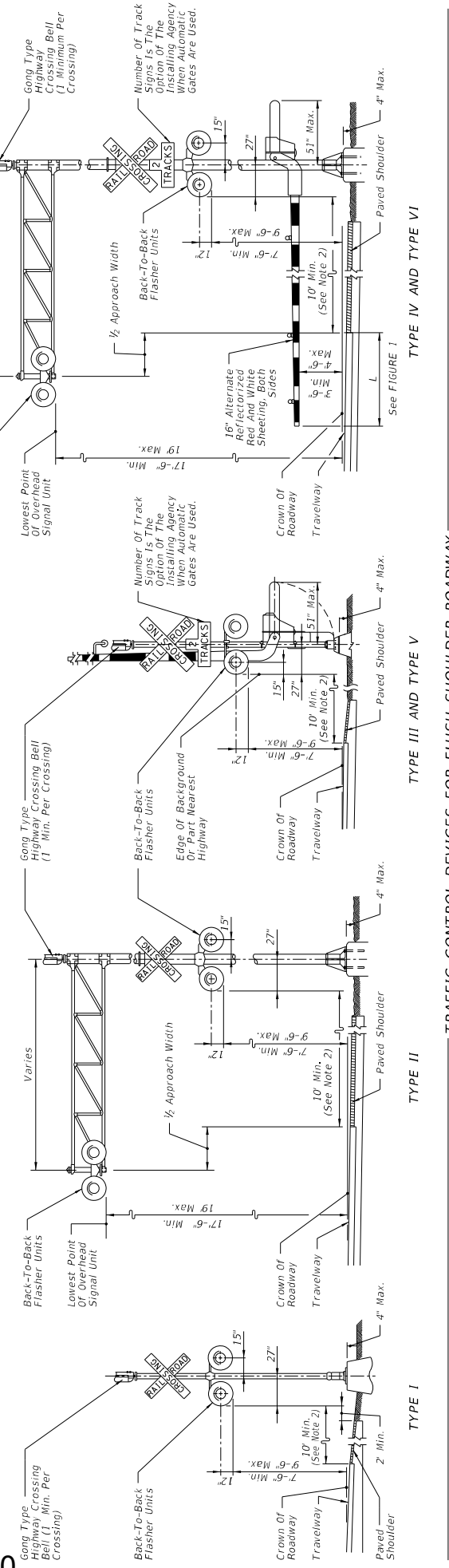
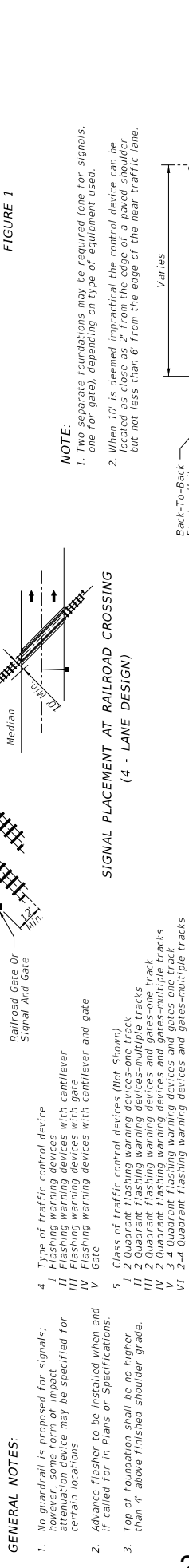
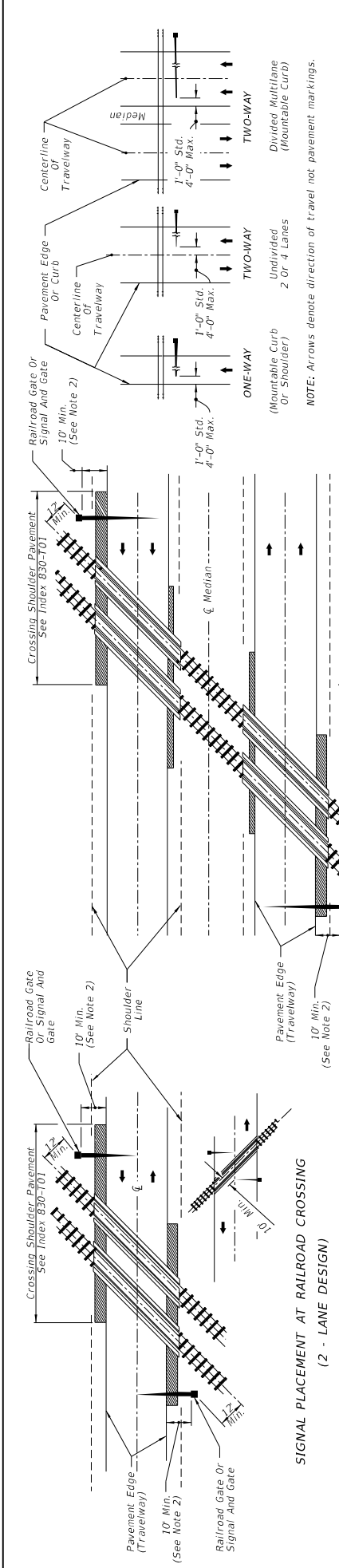
To prevent low-clearance vehicles from becoming caught on the tracks, the crossing surface should be at the same plane as the top of the rails for a distance of 2 feet outside the rails. The surface of the highway should also not be more than 3 inches higher or lower than the top of the nearest rail at a point 30 feet from the rail unless track super-elevation makes a different level appropriate. Vertical curves should be used to traverse from the highway grade to a level plane at the elevation of the rails. Rails that are super-elevated, or a roadway approach section that is not level, will necessitate a site specific analysis for rail clearances.



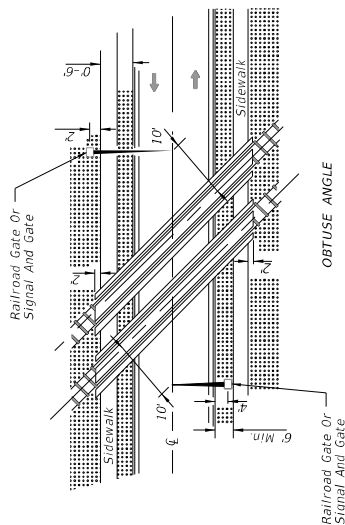
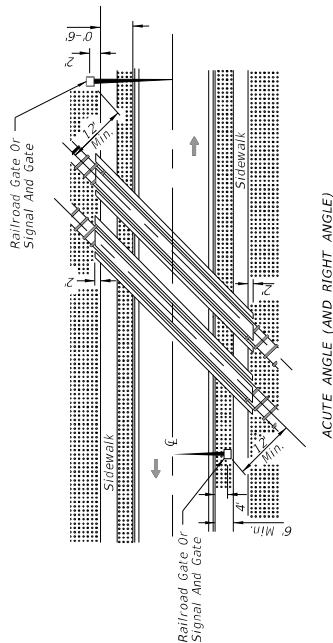
TYPICAL CROSSING MATERIAL REPLACEMENT AT RR CROSSINGS

VERTICAL ROADWAY ALIGNMENT THROUGH A RAILROAD CROSSING

LAST REVISION 11/01/19	DESCRIPTION:	 FY 2020-21 STANDARD PLANS	RAILROAD (GRADE) CROSSING	INDEX	SHEET
	REVISION			830-T01	2 of 2

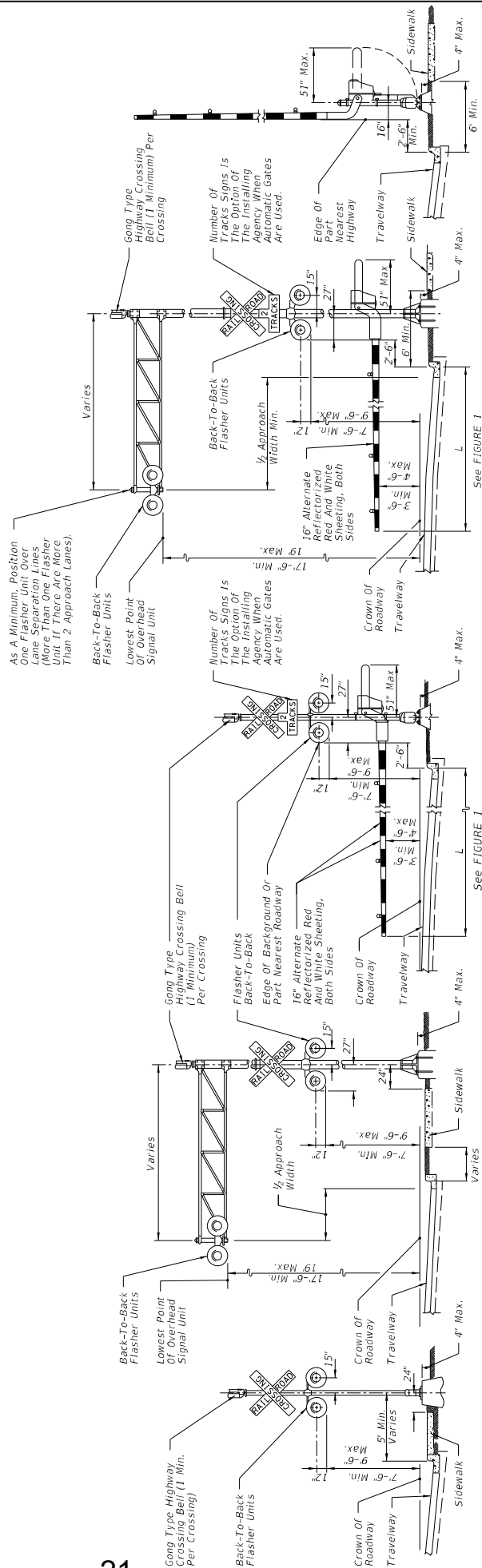


LAST REVISION 11/01/17		DESCRIPTION: REVISION		 FY 2020-21 STANDARD PLANS		RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES		INDEX 509-070		SHEET 1 of 4	
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SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)

SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)



TYPE I

TYPE II

TYPE III

TYPE IV

TYPE V

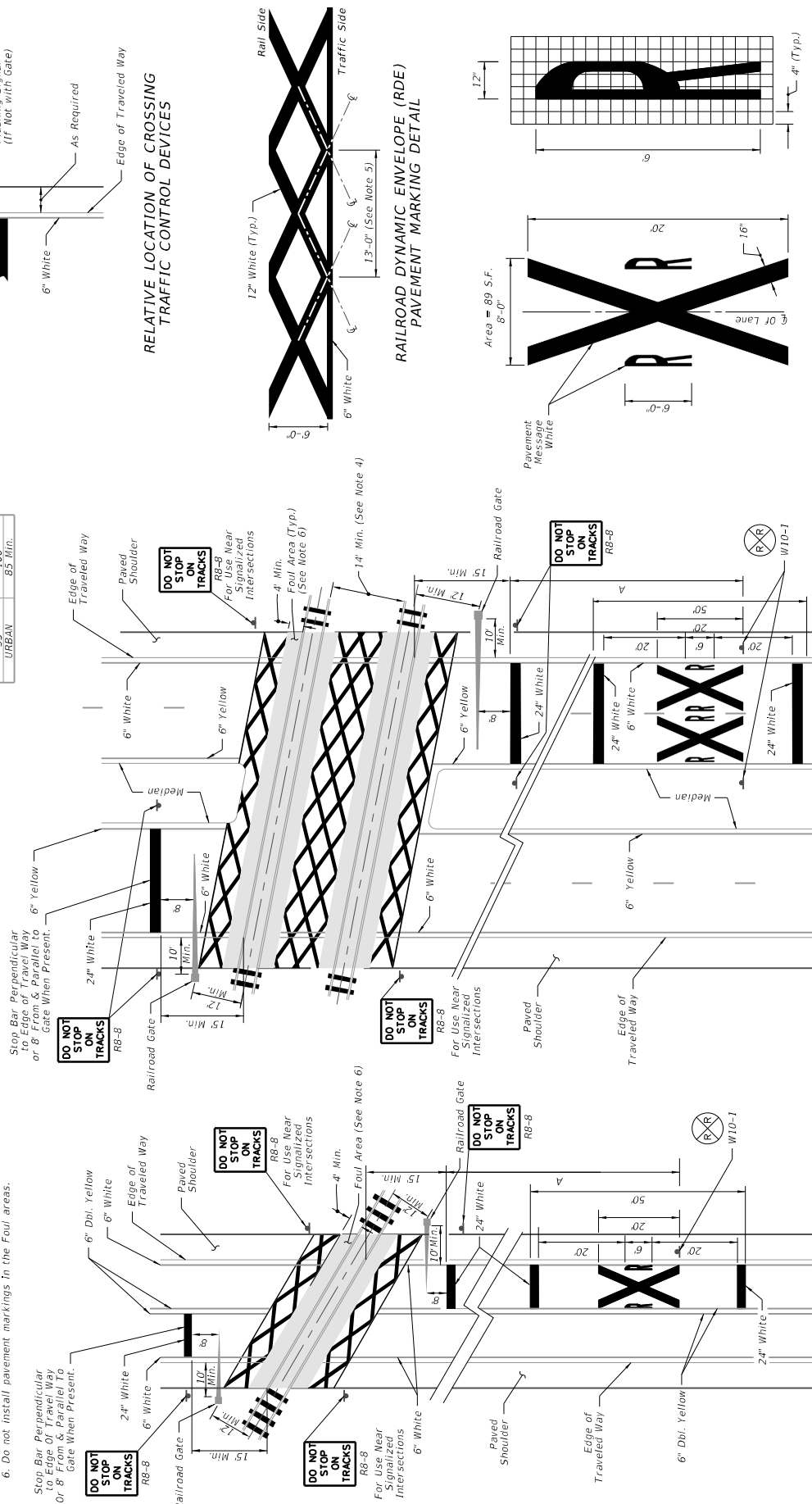
TRAFFIC CONTROL DEVICES FOR CURBED ROADWAYS

LAST REVISION 11/01/17	DESCRIPTION:	 FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 2 of 4
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NOTES:

1. Place an additional W10-1 sign where intersections occur between the R/R pavement message and the tracks.
2. Place FTP-61-06 or FTP-62-06 sign 100' in advance of crossing for urban conditions and 300' in advance of crossing for rural conditions. See Index 700-102 for sign details.
3. Install Railroad Dynamic Envelope Pavement Markings only when called for in the Plans.
4. Do not install pavement markings when the distance between tracks is less than 14'.
5. The transverse dimension for the RDE "X" may be reduced to the lane width for two-lane roadways without shoulders or when shown in the Plans.
6. Do not install pavement markings in the Foul areas.

Design Speed (mph)	Distance "A" (ft)
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 Min.



LAST
REVISION
02/11/20

DESCRIPTION:
Added Railroad Dynamic Envelope Pavement Marking Details.

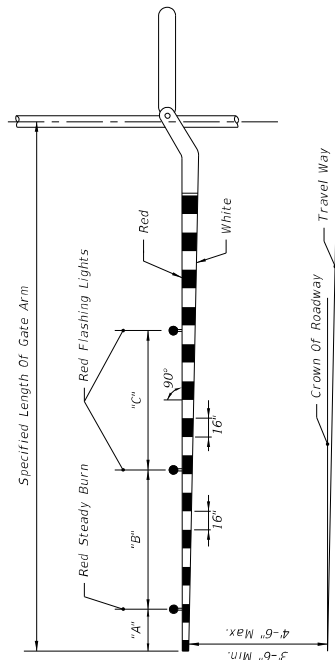


FY 2020-21
STANDARD PLANS

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

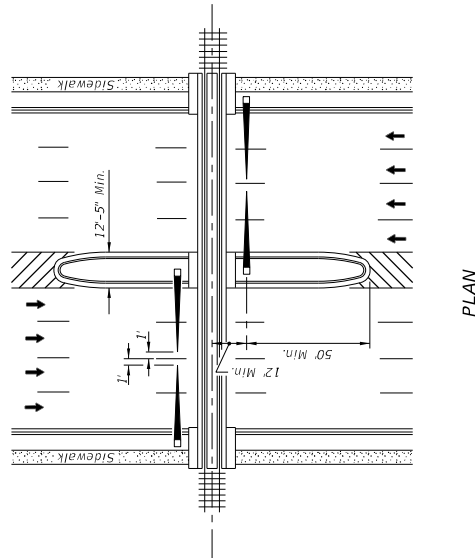
INDEX
509-070

SHEET
3 of 4

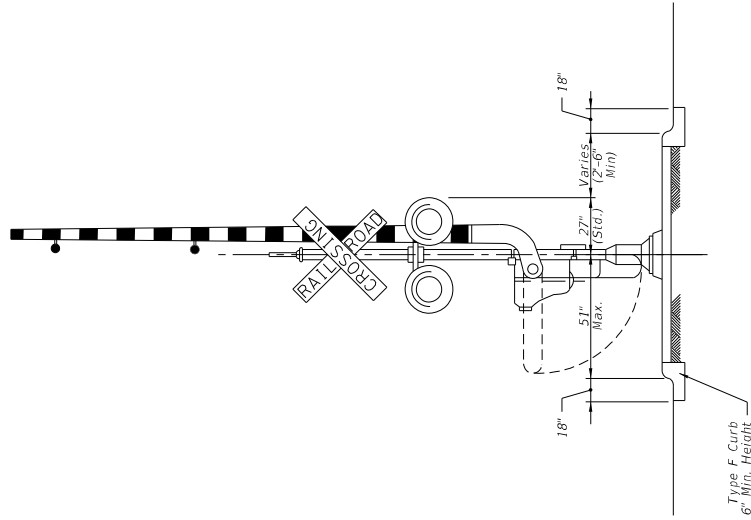


RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'



PLAN



MEDIAN SECTION AT SIGNAL GATES

NOTE:
For additional information see the "Manual On Uniform Traffic Control Devices", Part 8; 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)