

Memorandum



Date: May 20, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

Agenda Item No. 8(N)(7)

From: Daniella Levine Cava
Mayor

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

Resolution No. R-489-25

Subject: Railroad Preliminary Engineering Agreement for DTPW Project along SW 127
Avenue from SW 144 Street to SW 136 Street

Executive Summary

The purpose of this item is for the Department of Transportation and Public Works (DTPW) to obtain authorization from the Board of County Commissioners (Board) to enter into a Railroad Preliminary Engineering Agreement with CSX Transportation, Inc. (CSX) for the railroad crossing associated with the project along SW 127 Avenue from SW 144 Street to SW 136 Street. Resolution No. R-840-09 authorizes the Public Works Director to execute Railroad Preliminary Engineering Agreements for proposed improvements to new or existing railroad crossings in an amount not to exceed to \$25,000. As this agreement is for \$45,000, it exceeds the Director's delegated authority, requiring Board approval. It is important to note that the \$45,000 is an estimate and that additional funds may be necessary. At which point any additional funds shall be subject to Board approval.

The project consists of widening the existing SW 127th Avenue roadway from a two- to a four-lane road from SW 144th Street to SW 128th Street. The scope of work includes new raised medians with irrigation, bike lanes, sidewalks, curb and gutters, stormwater drainage system, pavement markings and signage, intersection and signalization improvements, roadway lighting and a new railroad crossing. The project is currently in the design phase and includes as part of the scope a new railroad crossing. This Preliminary Engineering Agreement with CSX is necessary to progress the design and construction of the railroad crossing.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of the Preliminary Engineering Agreement with CSX for the design of the railroad crossing associated with the DTPW project along SW 127 Avenue from SW 144 Street to SW 136 Street.

Scope

The Project is located within District 9, which is represented by Commissioner Kionne L. McGhee.

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 provisions contained therein, including termination rights.

Fiscal Impact/Funding Source

The project is estimated to cost \$7,311,267 and will be funded by Mobility Impact Fees. The project is approved in the FY2024-25 Adopted Budget and Multi-Year Capital Plan found in Volume 2, Page 195, Program No. 2000000540 - Road Widening - Countywide.

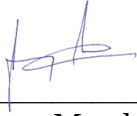
MDC001

Track Record/Monitor

Joan M. Fabian, P.E., DTPW Project Manager, Highway Division will be responsible for monitoring this project.

Background

The DTPW project along SW 127 Avenue from SW 144 Street to SW 136 Street is currently in the design phase. The project includes as part of the scope a new railroad crossing. This Preliminary Engineering Agreement between Miami-Dade County and CSX is necessary in order to design and construct the railroad crossing. Resolution No. R-840- 09 authorizes the Public Works Director to execute Railroad Preliminary Engineering Agreements for proposed improvements to new or existing railroad crossings in an amount not to exceed \$25,000. This Railroad Preliminary Engineering Agreement is for \$45,000. Hence, the agreement requires Board approval.



Jimmy Morales
Chief Operating Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: May 20, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(7)

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 ____, majority plus one ____, 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) ____, 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)(7)
5-20-25

RESOLUTION NO. R-489-25

RESOLUTION APPROVING A PRELIMINARY
ENGINEERING AGREEMENT BETWEEN MIAMI-DADE
COUNTY AND CSX TRANSPORTATION, INC. IN THE
AMOUNT OF \$45,000.00 TO FACILITATE THE
DEVELOPMENT OF THE PROPOSED NEW AT-GRADE
CROSSING ALONG THE DEPARTMENT OF
TRANSPORTATION AND PUBLIC WORKS PROJECT ON SW
127 AVENUE; AND AUTHORIZING THE COUNTY MAYOR
OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME
AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves a
Preliminary Engineering Agreement between Miami-Dade County and CSX Transportation, Inc.
in the amount of \$45,000.00 to facilitate the design and development of the proposed new at-grade
crossing along the Department of Transportation and Public Works Project on SW 127 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 for and on behalf of Miami-Dade County and to
exercise the provisions contained therein, including termination rights. The expenditure of
additional funds above the amount authorized herein shall be subject to this Board's approval.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Micky Steinberg** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	absent	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of May, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Project: Miami, Miami-Dade County, FL
Proposed new at grade crossing SW 127th Ave/closure 3 crossings.
Proposed DOT 977086L, Homestead Sub MP SXH-52.86
OP No. TBD

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this "**Agreement**") is made as of _____, 20____, 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** ("Agency").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed new at grade crossing SW 127th Ave in Miami, Miami-Dade County, Florida near MP SXH 52.86 Proposed DOT 977086L Florida Zone, Homestead Subdivision and closure of DOT 631058A SW 9th St, 631060B SW 13th St and 631061H SW 13th Terrace (the "**Project**").
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

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

1. Scope of Work

- 1.1. **Generally.** The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "**Engineering Work**"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.
- 1.2. **Effect of CSXT Approval or Preparation of Documents.** By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "**Plans**"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the 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 Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").
 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$45,000** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
- 3.3. Payment Terms.
 - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. 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 Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency 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 Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. 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 to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency'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 Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight

Project: Miami, Miami-Dade County, FL
Proposed new at grade crossing SW 127th Ave/closure 3 crossings.
Proposed DOT 977086L, Homestead Sub MP SXH-52.86
OP No. TBD

carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), 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, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: Miami-Dade County
Department of Transportation and Public Works
Overtown Transit Village
701 NW 1st Court 17th Floor
Miami, Florida 33136
Attention: Eulois Cleckley - Director and CEO

8. 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.
9. 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.
10. 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 by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. 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 Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

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Project: Miami, Miami-Dade County, FL
Proposed new at grade crossing SW 127th Ave/closure 3 crossings.
Proposed DOT 977086L, Homestead Sub MP SXH-52.86
OP No. TBD

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **October 27, 2021**.

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.

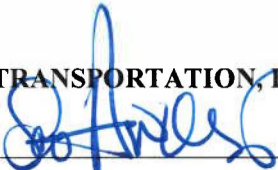
MIAMI-DADE COUNTY

By: _____

Print Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By:  _____

Name: Scott Willis

Title: Project Manager II – Public Projects

Project: Miami, Miami-Dade County, FL
Proposed new at grade crossing SW 127th Ave/closure 3 crossings.
Proposed DOT 977086L, Homestead Sub MP SXH-52.86
OP No. TBD

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Miami, Miami-Dade County, FL Proposed new at grade crossing SW 127th Ave/closure 3 crossings. Proposed DOT 977086L, Homestead Sub MP SXH-52.86

CSXT OP# _____ (To be filled in by CSXT)

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*******Mail a Check*******

Mail this form (via USPS only),
along with your paper check (do not
send the Agreement) to the following
address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*******ACH/EFT Payment*******

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check
or associated ACH/EFT payment info, along with this form via email/mail to:

**Scott Willis
Project Manager II - Public Projects
500 Water St., J-301, Jacksonville, FL 32203
Scott.Willis@csx.com
904-359-1405**

(All information below to be completed by Agency providing Payment)

Sponsor Name

Payment Date

Check #

Amount

ACCT. CODE : 709 - TBD

Form Revision

03/13/24

ESTIMATE SUBJECT TO REVISION AFTER: 6/10/2025

DOT NO.: Proposed 977087L

CITY: Miami

COUNTY: Miami-Dade

STATE: FL

DESCRIPTION: Preliminary Engineering, Signal Survey and Design for Proposed SW 127th Ave new at grade crossing and closure of three crossings; (DOT 631058A SW 9th St, 631060B SW13th St, 631061H SW13th Terrace)

ZONE: Florida

SUB-DIV: Homestead

MILE POST: SXH-52.86

AGENCY PROJECT NUMBER: Miami-Dade County

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services (CSX Admin)	\$	45,000
	Subtotal	\$	45,000

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	\$	-
	Subtotal	\$	-

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	0	Days @	\$ 350.00	\$	-
50	Labor (Foreman/Inspector)	0	Days @	\$ 504.00	\$	-
70	Additive	132.80%	{Transportation Department}		\$	-
50	Additive	167.90%	{Engineering Department}		\$	-
	Subtotal				\$	-

SIGNAL & COMMUNICATIONS WORK:

		\$	-
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TRACK WORK:

		\$	-
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PROJECT SUBTOTAL:

		\$	45,000
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900	<u>CONTINGENCIES:</u>	0.00%	\$	-
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PROJECT TOTAL:

		\$	45,000
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CURRENT AUTHORIZED BUDGET:

		\$	-
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TOTAL SUPPLEMENT REQUESTED:

		\$	45,000
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DIVISION OF COST:

	Agency	100.00%		\$	45,000
	Railroad	0.00%		\$	-

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 Chief Engineer Public Projects-Jacksonville, Florida

Estimated prepared by: STV Incorporated

Approved by: KSW CSXT Public Project Group

DATE: 06/10/24 REVISED: 01/00/00 DATE: 06/10/24