

**UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE  
TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT, AND  
RELATED AGENCIES APPROPRIATIONS ACT, 2010 (DIVISION A OF  
THE CONSOLIDATED APPROPRIATIONS ACT, 2010 (PUB. L. 111- 117,  
DEC. 16, 2009)), FOR THE NATIONAL INFRASTRUCTURE  
INVESTMENTS DISCRETIONARY GRANT PROGRAM (TIGER II  
DISCRETIONARY GRANTS)**

**MIAMI-DADE COUNTY**

**PORT OF MIAMI: INTERMODAL & RAIL RECONNECTION PROJECT**

**Grant Number: DTMA1G11006**

**Appropriation Data:**

**7069M0143O 2011 1PMRAG0006 0000150002 41010 61006600 - \$22,767,000**

This Agreement (the "Agreement" or "Grant Agreement") reflects the selection of Miami-Dade County ("Grantee" or "Recipient") as a Recipient of a grant awarded under the provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of the Consolidated Appropriations Act, 2010 (Pub. L. 111-117, Dec. 16, 2009)), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "TIGER II Discretionary Grants."

**SECTION 1. TERMS AND CONDITIONS OF THE GRANT**

- 1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Grantee. This Agreement will be administered by The Maritime Administration (also referred to herein as "MARAD").
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project") and the negotiated provisions on the Project's material terms

and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.

- 1.3 The Government, having reviewed and considered the Grantee's Technical Application and finding it acceptable, pursuant to the Act awards a TIGER II Discretionary Grant in the amount of Twenty-Two Million Seven Hundred Sixty-Seven Thousand Dollars (\$22,767,000.00), for the entire period of performance (referred to as the "Grant"). This Grant is the total not-to-exceed amount of funding that is being provided under this Agreement. Grantee certifies that not less than Nine Million Eight Hundred Sixty-One Thousand Four-Hundred Dollars (\$9,861,400.00) in non-Federal funds are committed to fund the Project in order to satisfy the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources. The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.
- 1.4 The Grantee agrees to abide and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.
- 1.5 This Agreement shall also include the following Exhibits as integral parts hereof:
- |           |  |
|-----------|--|
| Exhibit A | Legislative Authority                          |
| Exhibit B | General Terms and Conditions                   |
| Exhibit C | Applicable Federal Laws and Regulations        |
| Exhibit D | Grant Assurances                               |
| Exhibit E | Responsibility and Authority of the Grantee    |
| Exhibit F | Reimbursement of Project Costs                 |
| Exhibit G | Grant Requirements and Contract Clauses        |
| Exhibit H | Quarterly Progress Reports: Format and Content |
- 1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:
- |              |                               |
|--------------|-------------------------------|
| Attachment A | Statement of Work             |
| Attachment B | Project Schedule              |
| Attachment C | Project Budget                |
| Attachment D | Performance Measurement Table |
- 1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the

Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

## SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER II Discretionary Grant Program, provides the following information:

### 2.1 Project's Statement of Work Summary (for further information see Attachment A):

This Project is for the construction of the Port of Miami Intermodal & Rail Reconnection project. The portion of the overall Intermodal & Rail Reconstruction project being funded by the TIGER II Grant entails three principal improvements: (1) Bascule Bridge: the rehabilitation of the non-operational bascule bridge connecting the Port of Miami to the mainland, (2) Rail Lines and Gantry System: Construction of the on-port rail lines and gantry system. The improvements between 9,000 and 12,000 feet of rail will include an on-port lead track and at least three parallel tracks of approximately 3,000 feet each. This portion of the project will include a by-pass rail siding and required equipment for the on-port intermodal rail facility; and (3) Intermodal Apron: Construction of an intermodal apron running parallel to the full length of the tracks. The apron will include security fencing, a radiation portal and inspection infrastructure, and crossing improvements.

### 2.2 Project's Schedule Summary (for further information see Attachment B):

Planned Contract Award Date: July 6, 2011

Planned Construction Start Date: July 7, 2011

Planned Project Completion Date: December 31, 2013

### 2.3 Project's Budget Summary (for further information see Attachment C):

TIGER II Grant Funds and Additional Sources of Project Funds:

#### 1) Grant Funds and Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$22,767,000.00
Federal Other Share (if any):	\$0.00
State Share (if any):	\$6,558,472.00
Local Share (if any):	\$0.00
Other Share (if any):	\$19,982,328.00
<b>Total Project Cost:</b>	<b>\$49,307,800.00</b>

2.4 Project's State and Local Planning Requirements: The proposed Port Lead, including the necessary improvements, are to be included in the PORT OF MIAMI's 2035 Master Plan that is

being prepared and that will be a sub-element to the Miami-Dade County Comprehensive Development Master Plan (CDMP).

The PORT OF MIAMI Intermodal and Rail Reconnection Project is consistent with the Adopted Miami Dade County CDMP's PORT OF MIAMI Master Plan Sub-Element, Objective PM-2 stating that the Port shall expand its cargo-handling and related intermodal facilities to the optimum extent possible by the year 2015 to accommodate the projected cargo tonnages.

It is in particular agreement with Policy PM-2C that states: "The port shall construct additional railroad tracks, marshaling yards, intermodal logistic transfer facilities and other access improvements necessary for the efficient, competitive and rapid movement of cargo."

In addition, the CDMP identifies the existing rail corridors including the Port Lead and the PORT OF MIAMI Tracks, in the Freight Lines 2025.

In August of 2010 the City of Miami City Commission passed a Legislation Resolution supporting the National Infrastructure Investment Grant Application to bring freight rail service to the Port. Additionally the project has the support of the Florida Department of Transportation. The Miami Downtown Development Authority (DDA) also passed a resolution in support of the project. A public involvement program was also undertaken before submission of the TIGER II grant application and all relevant documents from the public involvement program were attached to the application.

#### Metropolitan Planning Organization (MPO)

The Metropolitan Planning Organization (MPO) for the Miami Urbanized Area Transportation Improvement Program (TIP) includes in the 5-Year Project Listing for 2008-2013, Approved May 22, 2008, under the Multimodal Port Development (Seaport) the following funded projects:

MPO Project No. 648880 Repair the Rail Bascule Bridge, repair railroad bridge to allow movement of containers by rail during off-peak hours, for the year 2008-2009 and a total amount of \$1,500,000 from FSJLD funds. The MPO's TIP also identifies under Part Three: Unfunded Priority Needs, Unfunded Summary Table, project SP 6433320 for the Intermodal Container Facility to provide off port storage for empty containers for a funding amount of \$42,93M; and project SP645680 in the amount of \$12M to expand railroad track in container yard. Additionally SP 644650 identified the unfunded need for a Rail Cargo Shuttle Service.

Miami-Dade County's MPO supports the Port of Miami Intermodal and Rail Reconnection Project. The MPO's Freight Transportation Advisory Committee (FTAC) passed Resolution #02-10 supporting the National Infrastructure Investment Act Application to bring Near-Dock Rail to the Port of Miami. The full MPO Board also passed a resolution in support of the project.

#### 2.5 Project's Environmental Approvals and Processes:

**National Environmental Policy Act (NEPA) Requirement** Notwithstanding the Federal Railroad Administration NEPA approval described in this paragraph, the Grantee may not draw down funds or incur expenses under this Agreement unless and until the NEPA process has been completed, and approved by MARAD, with a determination of whether further review, documentation, and/or mitigation measures are required, and the Grantee has satisfied any requirements contained in MARAD's determination. Once these conditions have been successfully completed, the Agency will then notify the Grantee that the review is complete. At that time, the distribution and expenditure of TIGER II Discretionary Grant funds may be authorized.

Environmental Documentation Type, Titles and Date: Federal Railroad Administration Category Exclusion Worksheet dated August 23, 2010.

Environmental Decision Type and Date: The Federal Railroad Administration Category Exclusion Worksheet was submitted to MARAD for consideration in MARAD's NEPA review on November 24, 2010.

Name of Agency and Office Approving each Environmental Decision Document: Federal Railroad Administration Environmental Office

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee: 004148292

Name of any First-Tier Sub-Grantees or Sub-Recipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient (if applicable – to be reported if/when identified): N/A

2.7 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

Mr. Kevin Lynskey  
Assistant Director, Business Initiatives  
Port of Miami  
1015 North America Way  
Miami, Florida 33132  
Tel. 305 347 5503  
Cel. 305 790 8566  
[KTL@Miamiidade.gov](mailto:KTL@Miamiidade.gov)

### SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER II Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- 3.1 **Project Outcomes and Performance Measurement Reports:** Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according to the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.
  - 3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by **April 30, 2011**. Grantee shall represent that the data in the Pre-project Report is current as of **December 31, 2010**.
  - 3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.
  - 3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report to the Government by **April 30, 2017**, which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of **December 31, 2016**.
  - 3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement and, additionally, to [outcomes@dot.gov](mailto:outcomes@dot.gov). The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: [Modal] Tiger Grant No. 52 - Performance Measure Report No. 1 or 2 or 3, etc.

3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER II Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the Government contacts listed in paragraph 3.2.1, or other system as designated by the Government, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.

3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, at the following addresses:

Mr. Robert Bouchard  
Grants Officer Technical Representative  
MARAD  
1200 New Jersey Ave, SE  
MAR-510  
Washington, DC 20590  
202-366-5076  
[Robert.Bouchard@dot.gov](mailto:Robert.Bouchard@dot.gov)

and

Ms. Judy Bowers  
Grants Officer  
1200 New Jersey Ave, SE  
MAR-380, W28-201  
Washington, DC 20590  
202-366-1913  
[Judy.Bowers@dot.gov](mailto:Judy.Bowers@dot.gov)

and

Mr. Robert Mariner  
Office of the Secretary of Transportation  
1200 New Jersey Ave, SE  
W84-224  
Washington, DC 20590  
202-366-8914  
[Robert.Mariner@dot.gov](mailto:Robert.Mariner@dot.gov)

3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end

of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the Approved Detailed Project Budget, attached hereto as Attachment C, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase. To the extent the annual budget update deviates from the approved project budget by more than 10 percent, then work proposed under the Annual Budget Review and Program Plan shall not commence until written approval from the Government is received.

3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. part 18 or part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.

3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

Mr. Robert Bouchard  
Grants Officer Technical Representative  
MARAD  
1200 New Jersey Ave, SE  
MAR-510  
Washington, DC 20590  
202-366-5076  
[Robert.Bouchard@dot.gov](mailto:Robert.Bouchard@dot.gov)

Miss. Judy Bowers  
Grants Officer  
1200 New Jersey Ave, SE  
MAR-380, W28-201  
Washington, DC 20590  
202-366-1913  
[Judy.Bowers@dot.gov](mailto:Judy.Bowers@dot.gov)

Mr. Robert Mariner  
Office of the Secretary of Transportation  
1200 New Jersey Ave, SE (W84-224)  
Washington, DC 20590

202-366-8914  
Robert.Mariner@dot.gov

#### **SECTION 4. SPECIAL GRANT REQUIREMENTS**

- 4.1 The Grantee may not draw down funds or incur expenses under this Agreement unless and until Grantee provides, and MARAD approves in writing, a fully-executed Assumption Agreement between the Grantee and Florida East Coast Railway, L.L.C.
- 4.2 The Grantee must obtain written approval from MARAD prior to any modification of the Assumption Agreement between the Grantee and Florida East Coast Railway, L.L.C. Failure to obtain MARAD's prior approval will result in a suspension of the Grantee's right to draw down funds under this Agreement from the effective date of such modification until receipt by the Grantee of MARAD's written approval of such modification.

#### **SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION**

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:
  - 5.1.1 The Grantee fails to obtain or provide any non-TIGER II Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with the Project Schedule (Attachment B);
  - 5.1.2 The Grantee fails to begin construction within 150 days of the execution of this Agreement.
  - 5.1.3 The Grantee fails to begin expenditure of Grant funds within 120 days of the execution of this Agreement.
  - 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with the Project Schedule (Attachment B) even if it is beyond the reasonable control of the Grantee; or
  - 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest
- 5.2 Funds made available under this Agreement shall be obligated by Grantee on or before September 30, 2012. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2017, the "Grant

Termination Date.” Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.

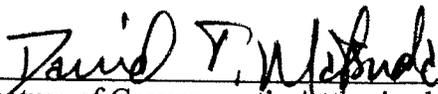
- 5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties.

## SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

There are three (3) identical counterparts of this Agreement in hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original writing having identical legal effect. Upon final execution of this Agreement by the Grantee, the effective date shall be the date the Government awarded funding under this Agreement as set forth below. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

### EXECUTION BY THE GOVERNMENT

Executed this 17<sup>th</sup> day of March, 2011.

  
\_\_\_\_\_  
Signature of Government's Authorized Representative  
Maritime Administration

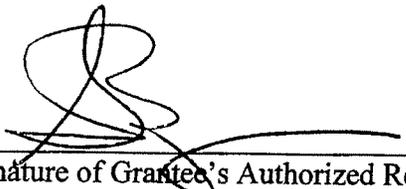
David T. Matsuda  
\_\_\_\_\_  
Name of Government's Authorized Representative

Maritime Administrator  
\_\_\_\_\_  
Title

### EXECUTION BY THE GRANTEE/RECIPIENT

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this 15<sup>th</sup> day of March, 2011.

  
\_\_\_\_\_  
Signature of Grantee's Authorized Representative  
George Burgess  
\_\_\_\_\_  
Name of Grantee's Authorized Representative  
County Manager, Miami-Dade  
\_\_\_\_\_  
Title

## ATTACHMENT A STATEMENT OF WORK

The portion of the overall Intermodal & Rail Reconnection project being funded by the TIGER II Grant entails three principal on-Port improvements:

- Bascule Bridge: The rehabilitation of the non-operational bascule bridge connecting the Port of Miami to the mainland;
- Rail Lines and Gantry System: Construction of the on-port rail lines and gantry system. The improvements of between 9,000 and 12,000 feet of rail will include an on-port lead track and three or more parallel tracks of approximately 3,000 feet each. This portion of the project will include a by-pass rail siding and required equipment for the on-port intermodal rail facility;
- Intermodal Apron: Construction of an intermodal apron running parallel to the full length of the tracks. The apron will include security fencing, a radiation portal and inspection infrastructure, and crossing improvements.

In addition to the on-Port Project improvement elements listed above, which on-Port elements will be funded by the TIGER II Grant, the Florida East Coast Railway, LLC ("FEC"), with financial assistance from the State of Florida Department of Transportation (FDOT), will be making major off-Port improvements to the FEC's 4.4 mile port rail lead line. This 4.4 mile Port Lead is an existing off-port rail line that runs directly to the Port on the FEC owned right-of-way. The off-Port elements are an integral part of the Project in order to meet the matching requirements of Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of the Consolidated Appropriations Act, 2010 (Pub. L. 111-117, Dec. 16, 2009)), and are subject to the terms and conditions of the TIGER II Grant Agreement executed between the Port of Miami and the United States Department of Transportation.

The improvements to the (off-Port) Port Lead, to be undertaken by the FEC with the assistance of FDOT, include the reconstruction of all the tracks. The existing track is 90-115 lb rail (the number represents the weight of the rail as measured by a yard in length). New 136 lb rail and ties will be used and the existing rail lines will be removed and recycled. The detailed scope of services includes: existing track removal; site preparation (clearing and grading); track construction; and construction of Quiet Zones at roadway intersections. The contemplated scope of work will also include reconstruction of the southwest quadrant connection at Little River which will allow trains to move from the Port to the FEC Hialeah Yard without stopping and making reverse moves as presently required.

Reconstruction of the tracks will provide the capability for trains to operate at speeds of up to 30 miles-per-hour over the corridor. The relocation of tracks associated with this project will allow for the potential introduction of passenger rail within the same rail corridor. The project will upgrade existing active grade-crossing equipment (gates and flashers) to the extent that a

municipality could successfully petition the FRA for a waiver to establish a "Quiet Zone" in the corridor. The City of Miami has already contacted the FRA to begin the application process. The introduction of quiet zones will enhance the livability and sustainability of nearby neighborhoods and businesses.

The rail and bridge improvements will restore the freight rail connection between the Port and the Florida East Coast Railway rail yard located in Hialeah, Florida. This will allow Port of Miami freight to access the national railway system via FEC's rail connections in Jacksonville, Florida.

### **TIGER II Grant Award Components**

The detailed scope of work to be carried out on-Port with the TIGER II Discretionary Grant Award is as follows:

#### **Rehabilitation of Existing Rail Bascule Bridge and Approaches**

An existing rail bascule bridge allows rail access to Dodge Island, site of the Port of Miami. The rail bascule bridge can only be operated manually because of electrical control system and mechanical deficiencies. There are substantial repairs needed to the electrical systems, mechanical system, the switching system, repainting and minor structural repairs. The detailed scope of services includes:

- **Electrical Repairs:** Operations Control Console separation from vehicular bridge; Electrical equipment cabinet replacement; wayside signal light; Lift Rail Detector Switch, Lock Bar Detector Switches; Wireless Transceiver System; Motors and Wiring.
- **Mechanical Repairs:** Clean and repaint all exposed equipment such as the Hopkins frame, input and output shafts, gearbox, linkage arms, end lock bars and brackets and other essential components; replacement of both 30 hp span motors; replace both service and emergency drum brakes with new drum brakes and covers; realign and lubricate the open gears; flush and refill the gear boxes with new oil and send the old oil to be tested; replace the oil level sight glass; purge all bearings and bushings of old grease and lubricate with new grease; adjust, tighten, align and lubricate all chain drives and refurbish the 3 hp motor and brake for the end lock.
- **Structural Repairs:** Repaint bridge to address active surface corrosion (bridge has been tested for lead paint); blast and paint steel structures; contain lead abatement as required; repair concrete spalls and cracks on bridge abutment; and repair concrete spalls on beams and columns as required.

#### **Construction of Rail Lines and Gantry System**

Existing rail lines will be removed and a new Intermodal Yard System will be constructed. The Intermodal Yard will be served by the single track that comes across the bridge and

three (3) or more tracks parallel to each other will be constructed within the Port Intermodal Yard.

Three or more tracks of approximately 3,000 feet will be constructed. Apron areas will be designed to allow simultaneous loading of multiple trains. An additional by-pass siding will provide for the efficient movement of locomotives.

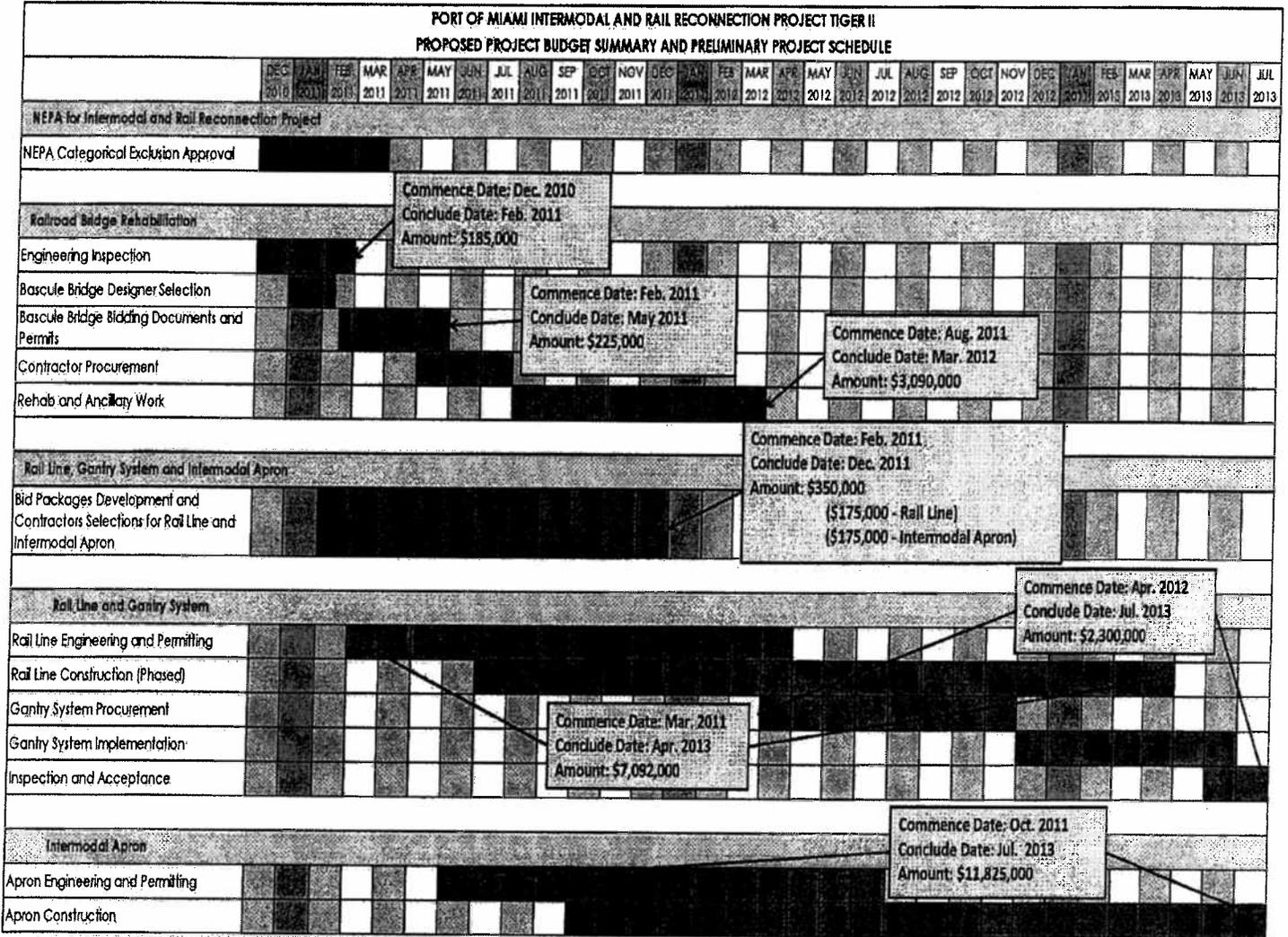
- Access Rail Track will include the installation of a railroad switch to the three tracks within the Yard;
- Loading system comprised of equipment to transfers containers to and from trains.

#### Construction of an Intermodal Apron and Crossing Improvements

The total space to be occupied by the Intermodal Yard will be approximately 600,000 square feet (13.77 acres). The detailed scope of services includes:

- Removal and replacement of existing pavement; removal of existing rail line; proposed tracks R.O.W. bed preparation; demolition or removal (as needed) of certain existing structures;
- Construction of Apron Area - filling and grading to create a stable base for the train tracks and the apron area. The apron area will parallel the tracks;
- Construction of drainage structures and placement of asphalt paving in the apron area. Installation of lights, fencing and gates. For security purposes, the facility will include radiation portal(s) and Customs and Border Patrol secondary inspection infrastructure, as required.

## ATTACHMENT B PROJECT SCHEDULE



**ATTACHMENT C  
PROJECT BUDGET**

Below are the summary revised construction costs for the On-Port Project Elements:

**Summary of TIGER II Discretionary Grant Project Construction Costs (for On-Port Elements)**

**Item**

Bridge Reconstruction	\$ 3,500,000
Port Intermodal Rail Line Tracks and Gantry System	\$ 9,567,000
Port Rail Intermodal Apron	<u>\$12,000,000</u>
<b>Total (On-Port Improvement Costs)</b>	<b>\$25,067,000</b>

Summary of Funding Sources for On-Port Elements:

TIGER II Discretionary Grant	\$22,767,000
Port of Miami Funding =	<u>\$ 2,300,000</u>
<b>Total (On-Port Improvement Funds)</b>	<b>\$25,067,000</b>

Below are the summary revised construction costs for the Off-Port Project Elements to be designed, constructed, and maintained by the FEC:

Reconstruction and Relocation of FEC Port Lead & Construction of Southwest Connection at Little River	\$21,840,800
FEC Hialeah Rail Yard Track Reconfiguration and Improvements	<u>\$ 2,400,000</u>
<b>Total (Off-Port Improvement Costs)</b>	<b>\$24,240,800</b>
<b>Total (Off-Port Improvement Funds – from FEC)</b>	<b>\$24,240,800</b>

<b>TOTAL ON-PORT AND OFF-PORT</b>	<b>\$49,307,800</b>
-----------------------------------	---------------------

**ATTACHMENT D  
PERFORMANCE MEASUREMENT TABLE**

Performance measures include the number of truck trips removed from Miami Interstate Highway system as containers are moved from the Port of Miami to Florida East Coast (FEC) Intermodal Yard in Hialeah, Florida. This is a 17 mile trip. The performance measures will be carried out in both rail cars entering and leaving the Port of Miami as well as the number of Twenty Foot Equivalent Units (TEU's) that are transferred via rail.

Performance Measures will be executed for a period of three (3) years beginning after project completion and submitted to USDOT on a quarterly basis. The Performance Measures are outlined in Table 1: Performance Measurement Table.

**Table 1: Performance Measurement Table**

Measure	Location / System	Frequency	Measurement Period
<b>Number of rail cars per month</b>	The monthly number of rail cars using the Port of Miami Intermodal Yard System on a monthly basis.	Quarterly	<b>Pre-Project (Baseline) Measurement:</b> Before project construction. <b>Performance Measurement:</b> Quarterly reports for a period of 3 years, beginning after project completion.
<b>Monthly number of Twenty Foot Equivalent Units (TEU's) moved using the Port Intermodal Yard System</b>	The monthly number of Twenty Foot Equivalent Units (TEU's) moved by rail at the Port of Miami Intermodal Yard.	Quarterly	<b>Pre-Project (Baseline) Measurement:</b> Before project construction. <b>(Performance Measurement):</b> Quarterly reports for a period of 3 years, beginning after project completion.
<b>Number of truck trips at FEC's Rail Yard in Hialeah, Florida</b>	The monthly number of truck trips to FEC's Rail Yard in Hialeah, Florida	Quarterly	<b>Pre-Project (Baseline) Measurement:</b> Before project construction. <b>(Performance Measurement):</b>

			Quarterly reports for a period of 3 years, beginning after project completion.
--	--	--	--