Washington ST

RESOLUTION NO. R-93-114

APPROVAL OF GRADE CROSSING TRAFFIC CONTROL DEVICES REIMBURSEMENT AGREEMENT - WASHINGTON STREET AND FLORIDA EAST COAST RAILWAY

WHEREAS, the Washington Street crossing of the Florida East Coast Railway is protected by automatic crossing gates and flashing signals, and

WHEREAS, according to the existing crossing agreement the City is responsible for the cost of maintaining this crossing protection, and

WHEREAS, the Florida Department of Transportation has determined that the above grade crossing meets their criteria for safety improvements including additional flashing light, and

WHEREAS, Federal Highway Administration and the Florida Department of Transportation have approved funds for improvements to the automatic grade crossing signals, and

WHEREAS, the above improvements cost will be borne entirely by Florida Department of Transportation, and

WHEREAS, the annual maintenance cost of the traffic control devices is currently estimated at $2,117.00 per year, and

WHEREAS, the City of Hollywood will continue to be responsible for the payment of the annual maintenance costs, and

WHEREAS, the Florida Department of Transportation has forwarded to the City a Grade Crossing Traffic Control Devices covering the Washington Street crossing, and

WHEREAS, funds are available in the Gas Tax Budget that could be allocated to the payment of the annual maintenance cost of the traffic control devices.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF HOLLYWOOD, FLORIDA:

R-93-114

That the Grade Crossing Traffic Control Devices Agreement between the City of Hollywood, Florida Department of Transportation and the Florida East Coast Railway Company covering the grade crossing of the Florida East Coast Railway at Washington Street be approved and its execution on behalf of the City of Hollywood be authorized, and

BE IT FURTHER RESOLVED:

That the invoice from the Florida East Coast Railway Company in the amount of $2,117.00 for the annual maintenance cost of the traffic control devices at the crossing of Washington Street be approved for payment out of the Gas Tax Budget.

PASSED AND ADOPTED THIS 7th DAY OF April, 1993.

BY: Mara Giulianti
Mara Giulianti, Mayor

ATTEST:

Martha S. Lambos
Martha Lambos, City Clerk

Approved as to Form and Legality:

BY: Alan S. Koslow
Alan Koslow, City Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION

LAWTON CHILES
GOVERNOR

BEN G. WATTS
SECRETARY

PUBLIC TRANSPORTATION OPERATIONS
780 SW 24th STREET
FORT LAUDERDALE, FLORIDA 33315-2696
(305) 797-8500

May 6, 1993

RECEIVED
MAY 7 1993
CITY OF HOLLYWOOD
City Engineering Dept.

Mr Robert Clapp, Acting City Engineer
City of Hollywood
Engineering Department
2600 Hollwood Blvd.
Hollwood, Florida, 33022

RE:	WPI No:	4120293	FAP No:	RRP-SP-000S (390)
	Section No:	86099-6904	Location:	Washington Street
	County:	Broward	Ref:	1 (86000-SIGR)
	Crossing No:	272589-E	RR. MP.	349 + 1518'

Dear Mr Clapp:

We are enclosing one (1) fully executed agreement, dated 05/06/1993 involving your county and covering the installation of Grade Crossing Traffic Control Devices estimated at, $ 18,744.00.

The enclosed documents have been approved by the Department of Transportation under the direction of our District Secretary.

The work under this contract shall be performed in accordance with the provisions of the Federal Highway Administration's Federal-Aid Program Manual Volume 1, Chapter 4, Section 3, and/or volume 6, Section 2, as required.

Since this is a project funded by the Federal Highway Administration and the Florida Department of Transportation it will be necessary that all railroad warning signs and pavement markings be brought up to the standards as outlined in the Manual of Uniform Traffic Control Devices.

Should additional information or a meeting with Department representatives be needed, please let us know.

Sincerely:

Ronald E. Holmes
Rail Projects Manager

REH:reh

Enclosure(s)

cc: Mr John Robertson, Tallahassee Rail Office, F.D.O.T.
Mr Ed Radson, District 4 Railroad Coordinator, F.D.O.T.

RECYCLED PAPER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF PUBLIC TRANSPORTATION

FORM 725-080-23
REPLACES 841-23
10/91
Page 1 of 6

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES-MUNICIPAL

R-93-114
4/7/93

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
86	099	6904	Washington St.	BROWARD	1 (86000 - SIGR)	RRP-SP-0005(350)

THIS AGREEMENT, made and entered into this 6 day of MAY, 19 93, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and THE FLORIDA EAST COAST RAILWAY CO., a corporation organized and existing under the laws of FLORIDA, with its principal place of business in the City of ST. AUGUSTINE, County of ST. JOHNS, State of FLORIDA, hereinafter called the COMPANY; and the City of HOLLYWOOD, a municipal corporation, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the DEPARTMENT as Job No. 86099-6904, between WASHINGTON and STREET, which crosses at grade the right-of-way and tracks of the COMPANY at a point 1518 feet SOUTH from the COMPANY'S Milepost 349, FDOT/AAR Crossing Number 272589-E, at or near HOLLYWOOD, as shown on the DEPARTMENT'S Plan Sheet No. ONE, 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 shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class III and/or other traffic control devices at said location on an actual cost basis, and in accordance with the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and by reference made a part hereof.

2. After installation of said signals is completed, fifty (50) percent of the expense thereof, including the cost of maintaining and operating the same, shall be borne by the CITY and fifty (50) percent shall be borne by the COMPANY, as enumerated in the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof.

3. After said signals have been installed 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 its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. 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.

4. Unless otherwise agreed upon herein, the CITY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the MUTCD within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

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

____ (a) DEPARTMENT Procedure No. 132-046 "Reimbursement for Utility and Railroad Relocation," dated October 1, 1973, and Rule 014-46.002 "Responsibility for the Cost of Railroad/ Highway Crossings," Florida Administrative Code, dated February 3, 1971,

_X_ (b) Federal Highway Administration Federal Aid Highway Program Manual Volume 1, Chapter 4, Section 3, dated August 5, 1988; and Volume 6, Chapter 6, Section 2, Subsection 1, dated April 24, 1984,

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

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or 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 DEPARTMENT.

7. 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 cost thereof in the amount of $ 18,744.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. 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 direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. 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:

—X— (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

——— (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.

——— (c) An agreed lump sum $ _____, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds $100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned (~~will~~ will not) involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

N/A (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).

N/A (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____ The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

N/A (c) $ _____ credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accord with Article 9.(c) herein above.

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

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT 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 the 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 is 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. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'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 or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees.

15. It is agreed that said crossing is presently protected by automatic crossing protection devices, consisting of flashing lights, bells and gates, owned and installed by Railway and that said crossing protection devices are to be relocated by Railway, consistent with plan of widening and improving of said crossing; Second Party shall reimburse the Railway for all cost and expense in connection with the relocation of said automatic crossing protection devices. That said automatic crossing protection devices shall be owned by Railway at all times and shall be maintained by Railway at the cost and expense of Second Party. This paragraph added prior, to execution by any of the parties involved.

16. Paragraph two (2) deleted prior to execution by any parties involved.

17. Paragraph fourteen (14) deleted prior to execution by any of the parties involved.

18. SPECIAL PROVINIONS:

1. Upon execution of this agreement, by all parties, the previous agreement dated June 7, 1972, whose parts pertain to the maintenance of the Grade Crossing Traffic Control Devices (paragraph 10) shall be renderded null and void. All other parts of the agreement dated June 7, 1972 will remain in effect.

2. In reference to paragraph 15, it is understood by all parties that the **CITY** does not assume any obligation with regard to the cost of installing the improvement described in this agreement, but only assumes the full (100%) cost of the maintenance of the improvement, as described in the Schedule of Annual cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Rick Chase (SEAL)
DISTRICT SECRETARY

ATTEST: Linda Culver
Secretary

COMPANY: THE FLORIDA EAST COAST RAILWAY CO.

BY: E. F. Tellez (SEAL)
PRESIDENT

ATTEST: M. E. Mullen
Asst. Secretary

CITY OF HOLLYWOOD, FLORIDA

BY: Mara Giulianti (SEAL)
(Title: Mayor)

ATTEST: Marcia S. Lambert
City Clerk

Approved as to Form, Legality and Execution

BY: Lawrence A. Mazzeo 4/26/93
Attorney - DOT Date

Approved as to Funds Available

BY: encumbrance 10/8/92
Fiscal-DOT Date

Approved as to FHPM Requirements

BY: XXXXXXXXXXXXXXXXXXXX
FHWA Date
APPROVED UNDER TERMS OF ALTERNATE PROCEDURES

ENDORSED AS TO FORM & LEGALITY

ALAN B. KOSLOW, CITY ATTORNEY
CITY OF HOLLYWOOD