CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2012 **AGENDA ITEM SUMMARY NO.** G12-061-1

[ ] AWARDS / PRESENTATIONS / PETITIONS
[X] CONSENT
[ ] PUBLIC HEARING
[ ] ORDINANCE ON SECOND READING
[ ] ORDINANCE ON FIRST HEARING
[ ] REGULAR
[X] RESOLUTION
[ ] DISCUSSION & DELIBERATION
[ ] BOARD APPOINTMENT
[ ] WORKSHOP

TITLE/SUBJECT: A resolution authorizing the Interim Finance Director to transfer $28,202.06 from General Fund Contingency for FY2012 expenditures to Public Works Repair and Maintenance account number 001-1127-541-0-4601 and approving a payment of $28,202.06 to Florida East Coast Railway from account number 001-1127-541-0-4601 for construction/maintenance performed at the West 13th Street railroad crossing near Avenue R.

RECOMMENDATION / MOTION: Staff recommends that the City Council approve the resolution.

• Assistant City Manager 05/29/2012	Library (N/A)
• City Attorney 5/23/12	Marina (N/A)
• City Clerk	Police (N/A)
Community Development (N/A)	• Public Works 5-21-12
• Finance 5/21/12	Purchasing
Fire (N/A)	Recreation & Parks (N/A)
Human Resources (N/A)	Water & Sewer (N/A)

APPROVED BY CITY MANAGER: **DATE:** May 29, 2012

Originating Dept. **Public Works**	**Costs:** $28,202.06 **Current FY:** 2012 **Funding Source:** [ ] Capital Improvement [ ] Operating [x] Other:	**City Council Actions:** [ ] Approved [ ] Approved w/conditions [ ] Denied_____ [ ] Tabled to_____ [ ] Referred to Staff_____
User Dept. **City**		
Advertised: **Date:** **Paper:** [X] Not Required **Affected Parties** [ ] Notified [X] Not Required	**Budget Account Number:** Transfer from Acct. No. 001-0203-519-0-5999 Payment from Acct. No. 001-1127-541-0-4601	**Attachments:** 1. Financial Impact Analysis 2. Resolution 3. FEC Correspondence and Agreement

SUMMARY/BACKGROUND:

In October of 1998, the City Council approved, through resolution, an Agreement with Florida East Coast Railways (FEC) for the maintenance of the railroad crossing at West 13th Street near Avenue R. A condition of the agreement requires that the City pay for preventative/routine maintenance related to the warning signals and asphalt surrounding the tracks. The agreement also requires the City to pay for any additional work that falls outside of what is considered preventative /routine maintenance.

The City budgets for the preventative/routine maintenance; however, FEC recently performed construction related work to the crossing at 13th Street that requires the City to pay more than what would be considered preventative/routine maintenance. To pay for work performed at this particular crossing, staff requests that City Council approve the resolution to authorize the transfer of $28,202.06 from the General Fund Contingency to account number 001-1127-541-0-4601 with payment being made from account number 001-1127-541-0-4601.

Item No. 2

FISCAL IMPACT

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	N/A				
Operating Costs	$28,202.06	$0.00	$0.00	$0.00	$0.00
External Revenues	NA				
Program Income (City)	NA				
In-Kind Match (City)	NA				
NET FISCAL IMPACT	$28,202.06	$0.00	$0.00	$0.00	$0.00
NO. ADDITIONAL FTE POSITIONS (Cumulative)	N/A				

Is Item Included In Current Budget? Yes ___ No. XX

Budget Account No.: Fund 000 Dept/Division 0000 Org. 000 Object 0
Reporting Category: 0000

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Transfer From:
General Fund Contingency 001-0203-519-0-5999 $28,202.06

Transfer To:
Account Number 001-1127-541-0-4601 $28,202.06

Payment From:
Account Number 001-1127-541-0-4601 $28,202.06

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

Finance Department **Purchasing and Grants**

B. Other Department Review:

Department Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER $28,202.06 FROM GENERAL FUND CONTINGENCY FOR FY2012 EXPENDITURES TO PUBLIC WORKS REPAIR AND MAINTENANCE ACCOUNT NUMBER 001-1127-541-0-4601; AND APPROVING THE PAYMENT OF $28,202.06 TO FLORIDA EAST COAST RAILWAY FROM ACCOUNT NUMBER 001-1127-541-0-4601 FOR THE MAINTENANCE OF WEST 13TH STREET NEAR AVENUE R AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has an existing agreement with Florida East Coast Railway that requires the City to pay maintenance costs associated with the 13th Street railroad crossing near Avenue R; and

WHEREAS, FEC recently performed construction work and invoiced the City for work performed at the crossing; and

WHEREAS, the annual amount budgeted for railroad crossings is for general maintenance only and a request is being made to pay for the construction work, under the existing agreement, through a transfer of funds from the General Fund Contingency to Public Works Repair and Maintenance account number 001-1127-541-0-4601.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. The Interim Finance Director is authorized to transfer $28,202.06 from General Fund Contingency for FY 2012 expenditures to Public Works Repair and Maintenance account 001-1127-541-0-4601.

SECTION 2. The Interim Finance Director is authorized to make payment from account number 001-1127-541-0-4601in the amount of $28,202.06 to Florida East Coast Railway.

SECTION 3. This Resolution shall take effect upon its passage and approval by City Council.

PASSED and APPROVED this _____ day of _____, 2012.

APPROVED:

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

JUDY L. DAVIS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

J. DAVIS _____

B. BROOKS _____

C. THOMAS _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. R

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/23/12

FLORIDA EAST COAST RAILWAY COMPANY
ORIGINAL INVOICE

IMPORTANT Show this Reference No. on all correspondence →

INVOICE NUMBER	INVOICE DATE
41773343	12/31/11

This Invoice is due and payable no later than →

DUE DATE
01/15/12

CITY OF RIVIERA BEACH
PUBLIC WORKS - BRYNT JOHNSON
P O BOX 10682
RIVIERA BEACH FL 334191682

RECEIVED
JAN 0 6 2012
PUBLIC WORKS DEPARTMENT
CITY OF RIVIERA BEACH

IN CASE OF ANY EXCEPTION TO THIS INVOICE
CONTACT ACCOUNTS RECEIVABLE
FEC RAILWAY CO
PHONE:(800) 342-1131

Date	Number	Item	Due Date	Remark	Amount
12/31/11	41773343	001	01/15/12	XING PROJECT @ 13TH ST	28,202.06
	Attachment:			MP 296 + 710	
				DOT # 272398-U	
				WO # 2274665	
				PROGRESS BILL # 1	

Total Amount Invoiced	28,202.06
Tax Amount	
Balance Due	28,202.06
	US FUNDS ONLY

INVOICE REMITTANCE SLIP

Customer Number / Name

188550 CITY OF RIVIERA BEACH

INVOICE NUMBER	INVOICE DATE
41773343	12/31/11

DUE DATE	AMOUNT DUE
01/15/12	28,202.06
	US FUNDS ONLY

TO RECEIVE PROPER CREDIT

PLEASE DETACH THIS PORTION OF THE INVOICE
AND MAIL IT WITH YOUR CHECK TO:

FLORIDA EAST COAST RAILWAY LLC
PO BOX 863029
ORLANDO FL 32886-3029

CHECK NO	CHECK DATE	AMOUNT PAID ON THIS BI

BILL COLLECTIBLE
FLORIDA EAST COAST RAILWAY

ORIGINAL

BILL REF NO.	BILL DATE
4173343	12/31/2011

DATE DUE	CUSTOMER #
	188550

CUSTOMER Name & Address

City of Riviera Bch

DESCRIPTION:

Xing Project @ 13th St
MP 296+710
DOT# 272398U
WO# 2274665
Progress Bill # 1

INVOICE TOTAL $ 28,202.06

DISTRIBUTION:

Account Number	*Amount*
2.0709.09 / WO# 2274665	$ 28,202.06
TOTAL	$ 28,202.06

WO# 2274665
MP 296+710
Location 13th St
Progress Bill # 1

Project Type Xing
Contract # DOT# 272398U
Service Period: 11/1/11-12/31/11

		Prog Bill #1
CONTRACT LABOR & CREW EXPENSES	$	1,752.44
NON-CONTRACT LABOR	$	618.78
PERSONAL EXPENSES	$	-
MATERIAL	$	392.03
WORK TRAIN	$	-
EQUIPMENT	$	687.78
ACCOUNTING	$	182.44
INVOICES	$	24,568.59
TOTAL	**$**	**28,202.06**

Total Billed (incl this invoice)	$	28,202.06
Contract Amount	$	38,188.72
Contract Amount Remaining	$	9,986.66

CONTRACT LABOR/CREW EXPENSES

WO# 2274665 MP 296+710 13th St
Progress Bill # 1

	Hrs			Rate			Amount
Straight Time	30	@	$	23.5733	=	$	707.20
Prorata	2	@	$	24.0500	=	$	48.10
Overtime	6.7	@	$	35.3507	=	$	236.85
						$	992.15
Labor Overhead	58.79%					$	583.29
TOTAL CONTRACT LABOR						**$**	**1,575.44**

	Hrs			Rate			Amount
Per Diem	3	@	$	59.00	=	$	177.00
						$	177.00
Labor Overhead	58.79%					$	104.06
TOTAL CREW EXPENSES						**$**	**281.06**

Total Contract Labor & Crew Exp	**$**	**1,856.50**
Labor overhead is not billable for Crew Exp	**$**	**(104.06)**

TOTAL CONTRACT LABOR & CREW EXP	**$**	**1,752.44**

R5506481F 11/1/11-11/15/11 Payroll Cost by GL, WO, Employee Report- CSV
FECI0005

GL Acct	Dept	Work Order	WO Desc	Work Date	Employee Name	Pay Typ	Description	Hours	Hourly Rate	Amount
2.0709.09	531	2274665	SPLIT-13TH ST-MP 296+710	11/14/2011	SIMS, CURTIS	1	STR. TIME	10	24.05	240.50
2.0709.09	531	2274665	SPLIT-13TH ST-MP 296+710	11/15/2011	LEWIS JR, JOHNNIE B	1	STR. TIME	10	22.62	226.20
2.0709.09	531	2274665	SPLIT-13TH ST-MP 296+710	11/15/2011	SIMS, CURTIS	1	STR. TIME	10	24.05	240.50
2.0709.09	531	2274665	SPLIT-13TH ST-MP 296+710	11/14/2011	SIMS, CURTIS	2	PRORATA TIME	2	24.05	48.10
2.0709.09	517	2274665	SPLIT-13TH ST-MP 296+710	11/14/2011	DURDEN, DAVID C	3	OVERTIME	3.7	36.08	133.48
2.0709.09	531	2274665	SPLIT-13TH ST-MP 296+710	11/14/2011	SIMS, CURTIS	37	M/W P/D$59	1	59.00	59.00
2.0709.09	531	2274665	SPLIT-13TH ST-MP 296+710	11/15/2011	LEWIS JR, JOHNNIE B	37	M/W P/D$59	1	59.00	59.00
2.0709.09	531	2274665	SPLIT-13TH ST-MP 296+710	11/15/2011	SIMS, CURTIS	37	M/W P/D$59	1	59.00	59.00
2.0709.09	517	2274665	SPLIT-13TH ST-MP 296+710	11/14/2011	WALKER, BRYAN	62	RECOL OT	3	34.46	103.37
							Grand Totals			
						1	STR. TIME	30		707.20
						2	PRORATA TIME	2		48.10
						3	OVERTIME	3.7		133.48
						37	M/W P/D$59	3		177.00
						62	RECOL OT	3		103.37
								41.7		**1,169.15**
					LABOR OVERHEAD	58.79	%			687.34
								41.7		**1,856.49**

NON-CONTRACT LABOR

WO# 2274665 MP 296+710 13th St
Progress Bill # 1

	Hrs			Rate			Amount
Engineering Manager	6.75	@	$	46.68	=	$	315.09
Engineering Admin	2	@	$	25.06	=	$	50.12
						$	365.21
LABOR OVERHEAD	69.43%					$	253.57
TOTAL NON-CONTRACT LABOR =						**$**	**618.78**

MATERIALS (issued from inventory)

WO# 2274665 MP 296+710 13th St
Progress Bill # 1

Type	Number	Date	Description	Amount	Units	Unit Price
II	240321	11/30/11	TIMBER SPIKE 15/16" X 6"	373.36	248	1.5055
			Subtotal	**373.36**		
		5.00%	**Material Overhead**	18.67		
TOTAL MATERIALS				**392.03**		

EQUIPMENT

WO# 2274665 MP 296+710 13th St
Progress Bill # 1

Description	Hrs			Rate			Amount
1999 Ford F350 Crew	12	@	$	20.49	=	$	245.88
1999 Ford F350 Crew	10	@	$	20.49	=	$	204.90
2002 Sterling Med Dump Truck	3	@	$	32.45	=	$	97.35
CAT 416D Backhoe Loader	3	@	$	46.55	=	$	139.65
TOTAL EQUIPMENT						**$**	**687.78**

ACCOUNTING

WO# 2274665 MP 296+710 13th St
Progress Bill # 1

Hrs		Rate			Amount
4	@	26.92	=	$	107.68
LABOR OVERHEAD		69.43%		$	74.76
TOTAL ACCOUNTING				**$**	**182.44**

INVOICES

WO# 2274665 MP 296+710 13th St
Progress Bill # 1

Vendor	Invoice #		Amount
Gulfstream Engineering	FEC4075	$	22,751.65
Unitrac	0011549-IN	$	1,816.94
TOTAL INVOICES		**$**	**24,568.59**

Gulfstream Engineering Company

3414 West 84 Street, Suite 110 • Hialeah, FL 33018-4932 • (305) 556-3055 • Fax (305) 556-5838

INVOICE

DATE	INVOICE NO.
11/30/2011	FEC 4075

12/28

BILL TO:
Florida East Coast Railway, LLC
7411 Fullerton Street, Suite 100
Jacksonville, Fl. 32256
Attn: Accounts Payable

DISBURSEMENTS RECEIVED
DEC 06 2011
F.E.C. RAILWAY COMPANY

P.O. NUMBER	TERMS	PROJECT
942073		

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Provide labor, equipment, materials and supervision as necessary to reconstruct the Railroad crossing located @ 13th. St., Riviera Beach. MP 296+710 FDOT# 272398U		
	Service Period: 11/09 - 11/17/11		
1	(LS) Mobilization (Over 120 Miles)	4,600.00	4,600.00 *
70	(TF) New Crossing Panel Construction	32.00	2,240.00
70	(TF) Removal of Old Panel & Install New Panel	67.00	4,690.00 *
34	(TF) Sawcut and Removal of Asphalt	27.00	918.00 *
41.35	(Tons) Restore Asphalt	150.00	6,202.50 *
	Credit for reduced asphalt cost	-225.36	-225.36 *
4	Thermite Weld (ea.)	450.00	1,800.00
	Striping	1,120.00	1,120.00 *
	Maintenance of Traffic - Barricades	4,052.51	4,052.51 *
	RPL Insurance Surcharge	275.00	275.00 *
	11/12/11 Saturday - Preplate crossing ties.		
4	Foreman O.T.	53.00	212.00 *
16	Skilled Laborer O.T.	36.50	584.00 *
4	Wheel Loader w/operator O.T.	61.50	246.00 *
	D.S. Eakins - Disposal fees for waste asphalt (see attached)	77.00	77.00 *
		TOTAL	$26,791.65

2.0709.07

Thank You For Your Business!

www.gulfstreamflorida.com

City - $22,751.65

Unitrac Railroad Materials, Inc.

P. O. Box 7098 Knoxville, TN 37921
Phone: (865) 693-9063 - Fax: (865) 693-9162

A Subsidiary of Healey Railroad Corp.

REMIT TO: UNITRAC RAILROAD MATERIALS, INC.
P.O. BOX 933015
ATLANTA, GA 31193-3015

Invoice

Invoice Number: 0011549-IN
Invoice Date: 11/8/2011

Order Number: 0019586
Order Date 11/4/2011
Salesperson: 0003
Customer Number FL010

Sold To:
FLORIDA EAST COAST RAILWAY
ATTN: PURCHASING DEPT
FLORIDA EAST COAST RAILWAY CO
7411 FULLERTON STREET
Jacksonville, FL 32256

Ship To:
FLORIDA EAST COAST RAILWAY
6875 NW 58TH ST
954-325-8287
Miami, FL 33166

12/19

Confirm To:

Job Number:

Customer P.O.	Ship VIA	F.O.B.	Terms	Ship Date
942111	UPS	KNOXVILLE	Net 30 Days	11/04/11

Item Number / Description	Unit	Ordered	Shipped	Back Ordered	Price	Amount
PNPD-5J7N15	EA	75.000	75.000	0.000	21.45	1,608.75
TIE PLATE, NEW, PANDROL, 5-1/2			Whse: 006			

2.0709.09

tte
mtl

DISBURSEMENTS RECEIVED
NOV 15 2011
F.E.C. RAILWAY COMPANY

PPA

. Customer agrees that all sums due under this Agreement not paid when due, shall bear interest at a rate of one and one-half (1.5%) percent per month, compounded monthly, or the maximum legal rate permitted by Law, whichever is less. All costs of collection, including reasonable attorney's fees, collection agency fees, and court costs, will be paid by the Customer in the event collection efforts are required.

"An Equal Opportunity Employer"

Net Invoice:	1,608.75
Less Discount:	0.00
Freight:	208.19
Sales Tax:	0.00
Invoice Total:	1,816.94

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
93	000	6979	13th Street	Palm Beach	1(X&S R)	SP0005 (424) 5

THIS AGREEMENT, made and entered into this 9 day of OCT, 19 98, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida East Coast Railway Co. Inc., 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 Riviera Beach, 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. 93000-6979, on 13th Street, which crosses at grade the right-of-way and tracks of the COMPANY'S Milepost 294+4857', FDOT/AAR Crossing Number 272398-U, at or near Riviera Beach, as shown on the DEPARTMENT Plan Sheet No. (attached), 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 DEPARTMENT the right to construct the said Road at grade, and necessary approaches thereto, across its right of way and over its track(s) at the hereinabove referred to location.

2. The COMPANY will provide, furnish or have furnished, all necessary materials required for, and will construct or have constructed at the DEPARTMENT'S expense a Standard Railroad Crossing Type timber, in accordance with the DEPARTMENT'S Standard Index No. 560 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 plus the highway roadbed and surface for the width of the rail ties within the crossing area. The CITY shall be responsible for the maintenance cost of the highway roadbed outside of the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon notification to the CITY, perform such periodic maintenance work and bill the CITY directly for costs thus incurred that are the responsibility of the CITY.

F.E.C. Rwy. Co. Original Copy

3. It is further agreed mutually between the parties hereto that the grade crossing as recognized by this Agreement:

____ (a) Is adequately signalized for the safe operation of the general public. However should future highway traffic conditions warrant additional crossing traffic control devices through use of automatic grade crossing traffic control devices, including signals with or without gates, or grade separation structure(s); then, such additional traffic control devices and/or structure(s) will be installed as necessary at the complete cost and expense of the CITY. IT IS EXPRESSLY UNDERSTOOD AND AGREED that once a determination has been made as to the type of facility to be installed, whether signals or structure, such installation will be the subject of a supplemental agreement which will set forth the maintenance responsibility as governed by the applicable State and/or Federal policy at the time of such installation.

XX (b) Presently requires the installation of grade crossing traffic control devices and the DEPARTMENT agrees to pay such cost subject to the COMPANY'S participation as specified in Paragraph 13; such installation to be in accordance with plans and specifications as approved by the DEPARTMENT. The COMPANY shall furnish the necessary materials and install automatic grade crossing signals and/or 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. After installation of said signals is completed, fifty (50) percent of the expense thereof in maintaining the same shall be borne by the CITY and fifty (50) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. 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 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. 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.

4. All work contemplated hereunder shall at all times be subject to the approval of the COMPANY'S Chief Engineer or his authorized representative. The DEPARTMENT, or DEPARTMENT'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.

5. Unless otherwise agreed upon herein, the CITY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement marking will conform to the U.S. 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.

6. The DEPARTMENT will reimburse the COMPANY for the cost of watchman or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to the COMPANY'S tracks and whenever the contractor is performing work requiring the movement of employees, trucks, or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and the DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 9.

7. The DEPARTMENT will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of $2,000,000.00 dollars, for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed from Federal funds, with respect to bodily injury, death and property damage, is limited to a combined amount of $6,000,000.00 per occurrence unless approval for larger amount by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of $2,000,000.00 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Policy Guide, Subchapter G, Part 646, Subpart A, Transmittal 1 dated December 9, 1991, and any supplements thereto or revisions thereof.

8. The DEPARTMENT 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 the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 8.

9. 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 725-080-225 "Reimbursement", dated November 8, 1989, and Rule 014-46.002, "Responsibility for the Cost of Railroad/Highway Crossings", Florida Administrative Code dated July 22, 1982.

XX (b) Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I; and Subchapter G, Part 646, Subpart B, dated December 9, 1991,

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.

10. The DEPARTMENT hereby agrees to reimburse the COMPANY 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 DEPARTMENT.

11. 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 $ 124,290.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT, and 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.

12. 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.

13. 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:

XX (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) See original copy for item C.

14. 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):

NA (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).

NA (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.

NA (c) $_____ credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accord with Article 13.(c) hereinabove.

15. 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 adjustment work.

16. 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.

17. 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 replace 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 items 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 provision 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.

18. Should the use of said Crossing be abandoned, due to the removal of the roadway, then all rights hereby granted to the CITY shall thereupon cease and terminate and the CITY will, as its sole cost and in a manner satisfactory to the COMPANY, remove said Crossing and restore the COMPANY'S property to the condition previously found, providing that the COMPANY may, at its option, remove the said Crossing and restore its property, and the CITY will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.

19. ~~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.~~

Special Provisions
1. Paragraph 19 deleted by all parties prior to execution.

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 Chesser (SEAL)

ATTEST: Maria Gutierrez
Secretary

STATE OF FLORIDA • DEPARTMENT OF TRANSPORTATION

COMPANY: Florida East Coast Railway Co.

BY: [signature] (SEAL)

ATTEST: Mary C. Mueller
Asst. Secretary

Law Department

CITY OF Riviera Beach FLORIDA

BY: Clara K. Williams (SEAL)
(Title: Mayor)

ATTEST: William J. Hunter for City Manager

Approved as to Form, Legality and Execution	Approved as to Funds Available	Approved as to FHPG Requirements
BY: Laurice Mayes 10/9/98	BY: encumbrance 10/7/98	BY:
Attorney - DOT Date	Fiscal - DOT Date	FHWA Date

APPROVED FOR EXECUTION
T.C. Sullivan 6/25/98
Law Department

REVIEWED FOR LEGAL SUFFICIENCY
[signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 5/18/98

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FLORIDA DEPARTMENT OF TRANSPORTATION

LAWTON CHILES
GOVERNOR

3400 West Commercial Blvd.
Ft. Lauderdale, Florida, 33315
Telephone (305) 777-4490
PUBLIC TRANSPORTATION OFFICE

THOMAS F. BARRY, Jr.
SECRETARY

January 21, 1998

Mr. Lal John Samadi
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach , FL 33404

REF.	**WPI No.**	4128249	**FAP No.**	
	Section No.	93000-6979	**Location**	13th Street
	County.	Palm Beach	**Ref.**	1 (X&S R)
	Crossing No.	272398-U	**RR. MP.**	294+4857'

Dear Mr. Samadi:

The Department of Transportation proposes to have Automatic Grade Crossing Traffic Control Devices and New Crossing Surface installed, estimated at $124,290.00. This project is scheduled for completion of negotiations by April 30,1998.

Please execute and seal all original copies provided and return all copies to this office, attn. Al Urgo, When all copies have been executed by all parties, I will return one (1) copy to you for your files.

The project under this contract shall be performed in accordance with the provisions of the Federal Highway Administration's Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I; Subchapter G, Part 645, Subpart B, as required.

Should additional information of a meeting with Department representatives be needed, please call me at (954) 777-4499.

Sincerely,

Alan F. Urgo

Alan F. Urgo
Rail Projects Specialist

AU:au
cc: Nancy Bungo, Manager, Public Transportation Office
Ed Radson, District 4 Railroad Coordinator

To: Ms. C. Ward
Please execute and return to Mr. Urgo -
City Council has already approved this in ~~Oct 97~~ Nov. 97
Lal 031698

RECYCLED PAPER

and Zoning Board.

Questions and answers ensued.

The motion carried unanimously. **MOTION APPROVED**

Resolution no. 228-97 Accepting the proposal of All-Green Irrigation & Landscape, Inc. to landscape and irrigate the Interstate 95 and Blue Heron Boulevard interchange; and authorizing the Mayor and Finance Director to make payments from the Beautiful Palm Beach Grant fund (109).

Installation of a new railroad crossing signal on W. 13th Street, near Avenue 'R', by the Florida Department of Transportation.

City Clerk Ward read the title of the item for the record.

Motion made by **Councilperson Moffitt,** seconded by **Pro-Tem Hurley** for adoption of the recommendation. **MOTION**

Councilperson Burrs stated his unawareness for the City to pay the Rail Road for maintenance of their crossing gates.

Interim City Manager Widlansky said that because it was the City's initial request for a crossing signal, the future maintenance would become the City's expense. He said there was a choice, if the City wanted it based on the public's safety and the small annual maintenance expense or not. He said it was staff's recommendation to move forward with the request.

Lal Samadi, City Engineer, stated that the Department of Transportation reviewed all rail road crossings for safety and said the crossing on 13th Street was highly traveled. He said the Rail Road under state law no longer maintained crossings for local streets, and the improvement was contingent upon the City paying the annual maintenance.

Discussion ensued.

Councilperson Becton was concerned that the improvement would encourage trucks to continue to intrude the residential area.

The motion carried unanimously. **MOTION APPROVED**

Site Plan Review Application for a Walgreens drug store with a drive-thru pharmacy at the northeast corner of West Blue Heron Boulevard and Congress Avenue.

Resolution no. 229-97 Authorizing the Mayor and/or City Manager to execute closing documents conveying lots for the City's affordable housing program.

Special event entitled "Harambee Fest 97 in the Spirit of Christmas and Kwanza" to be held December 12, 1997, thru December 14, 1997, at Bicentennial Park sponsored by the Medidoure Education Center, Inc. - 301 Broadway, Suite #210.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FORM 725-090-56
RAIL - 09/93

CITY RESOLUTION
GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
93	000	6979	13th Street	Palm Bch.	1 (X&S R)	

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

ON MOTION OF Commissioner (Councilman) _____, seconded by Commissioner (Councilman) _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on 13th Street, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossings over or near said highway; and

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

That the City of Riviera Beach enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the F.E.C. Railway Co. Inc. Company for the installation and maintenance of certain grade crossing traffic control devices designated as Job No. 93000-6979 on 13th Street which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 272398-U located near Riviera Beach, Florida; and

That the City assume its share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Mayor and City Clerk be authorized to enter into such agreements with the State of Florida Department of Transportation and the Florida East Coast Railway Co. Inc. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the City Commission of the City of Riviera Beach, County, Florida, in regular session this _____ day of _____, 19__.

Clara K. Williams
Mayor - Commissioner

ATTEST: Carrie C. [signature] (SEAL)
City Auditor and Clerk

REVIEWED FOR LEGAL SUFFICIENCY
[signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 4/2/98

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