



July 17, 2025®

File: 333.14/39/0754

Subject: POMPANO BEACH, (Broward), FL

GRADE CROSSING MATTERS - LICENSE AGREEMENT

SR 814 (Atlantic Boulevard),

FDOT#: 272540V

RR MP.: 333.14 (+0754')

Fernand Thony, P.E. GO Bond Director 100 West Atlantic Boulevard, Room 276 Pompano Beach, Florida 33060

Dear Mr. Thony,

I have enclosed an electronic original of the grade crossing License Agreement package to cover the proposed improvements and future maintenance of the subject grade crossing.

Please print and sign (2) Originals of this agreement and return both originals to me for execution by the Railway. Once fully executed, I will return one original for the City's file.

Thank you for your continued cooperation and should you have any questions or comments, I can be reached at (904) 279-3196.

Sincerely,

John Blaine

Director of Public Projects & Infrastructure Development

Enclosures: License Agreement Document and Package including:

Exhibit A – Site Drawing & License Area

Exhibit B - Cost Estimates

Exhibit C - FDOT Schedule of Railroad Grade Crossing Traffic Control Devices Annual Maintenance Costs

Exhibit D – Florida East Coast Railway LLC. Insurance Requirements

Exhibit E - Roadway Design Plans

LICENSE AGREEMENT

WITNESSETH:

WHEREAS, the CITY desires to construct, use, maintain, repair, renew and ultimately remove an at-grade public road crossing across and over the tracks, right-of-way and property of the RAILWAY, at the RAILWAY'S Milepost 333.14 (+0754') DOT# 272533K, also known as SR 814 (Atlantic Boulevard), more particularly described in Exhibit A and Exhibit E attached hereto and incorporated herein by reference, hereinafter referred to as the "CROSSING SITE"; and

WHEREAS, the RAILWAY is agreeable to permitting the CITY to construct, use, maintain, repair, renew and ultimately remove the CROSSING SITE under the terms and conditions set forth herein.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the parties agree as follows:

- 1. The RAILWAY hereby permits the CITY to construct use, maintain, repair, renew and ultimately remove the CROSSING SITE under the terms and conditions set forth herein.
- 2. The CROSSING SITE includes but is not limited to any railroad warning signs, crossing surfaces, track structures, and automatic crossing warning devices which are, or might

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be, located within or adjacent to the above-described location, provided that, the construction of the CROSSING SITE shall be completed by the RAILWAY as provided in this License Agreement, hereinafter referred to as "AGREEMENT", and further provided that, notwithstanding rights to the CITY granted herein, the RAILWAY reserves the right to perform all work required on the RAILWAY'S property including construction, drainage, lighting, debris and vegetation management, in which event the CITY shall pay the RAILWAY the entire cost and expense of labor, materials and equipment furnished by the RAILWAY in performing such work. The status of the CITY is that of a licensee and not lessee, granting the CITY the right to use the CROSSING SITE as specified herein.

3. The CROSSING SITE shall be used for public at-grade road crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables, or other lines or structures shall be placed in, on, under, or over the CROSSING SITE without the previous consent in writing of the RAILWAY. The CITY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the RAILWAY'S right-of-way within 500 feet of the easterly and westerly roadway approach limits along the roadway and boundaries cleared to prevent any sight or operational obstructions to the approach of the CROSSING SITE clear of any debris, obstruction, including vegetation or other growth greater than two (2) feet in height on each side of the roadway and tracks at the sole expense of the CITY and without cost to the RAILWAY or lien upon the RAILWAY'S property.

If at any time the RAILWAY, deems it necessary to perform any work related to vegetation trimming, clearing, or removal of vegetation, debris, sight or operational obstructions within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE along the RAILWAY corridor for the purposes of sight preview or safety of access and use of the

railway's corridor and property, this work will be performed by the RAILWAY at the expense of the CITY. The cost and liability for such work, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of the CITY.

- 4. This AGREEMENT is for an initial term of one (1) year and shall continue in effect thereafter from year to year, subject to termination by the RAILWAY or the CITY upon sixty (60) days prior written notice.
- 5. The CITY shall pay an annual license fee in advance to RAILWAY of \$ 12,322.00 Twelve Thousand, Three Hundred Twenty-Two Dollars and Zero Cents), for use of the CROSSING SITE. The license fee shall be increased each year on the anniversary date of this AGREEMENT, commencing on the anniversary date of the second year of this AGREEMENT, by the product of the annual license fee in effect for the preceding year multiplied by one hundred percent (100%) of the percentage increase, if any, in the Consumer Price Index, (1967=100), issued by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI"), or 3%, whichever is greater. The base CPI will be the CPI for the month of the year preceding the applicable anniversary date of this AGREEMENT by ninety (90) days. No adjustment will be made for decreases in the CPI.
- 6. The provisions and stipulations of this AGREEMENT are a part of the consideration of the licensing of the CROSSING SITE, and in the event the CITY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILWAY, this AGREEMENT shall be terminated with full legal rights and remedies retained by the RAILWAY, including but not limited to the right to reenter, repossess, and remove all facilities within the CROSSING SITE if it shall elect to do so.

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- 7. The CITY shall grant forthwith to the RAILWAY necessary permits for the installation, construction, erection, repair and maintenance of any of the RAILWAY owned or maintained facilities described in this AGREEMENT. If the CITY fails to promptly grant the RAILWAY the necessary permits, the CITY shall bear all additional expense incurred by the RAILWAY attributable to such failure, including costs due to slow ordering of trains. The CITY shall promptly pay such amounts upon billing by the RAILWAY.
- 8. Unless otherwise specified, the cost of and liability for installation, construction, maintenance, replacement and removal of all facilities at the CROSSING SITE, including but not limited to any railroad warning signs, all crossing surfaces, track structure, automatic crossing warning devices, and includes all aspects related to and associated with the roadway and CROSSING SITE whether performed by the CITY or the RAILWAY, shall be the sole responsibility of the CITY.
- 9. The RAILWAY shall install the warning devices, including the fixed signs, flashing lights, bells and gates, hereinafter collectively referred to as "WARNING DEVICES", at the CROSSING SITE at the sole cost of the CITY. The WARNING DEVICES are a Type IV Class V installation as defined in the Florida Department Of Transportation Standard Plans for Road Construction, Index No. 509-070, and incorporated by reference. Installation costs are estimated to be as shown on the RAILWAY's estimate for signal installation attached hereto as Exhibit B and incorporated by reference.
 - a. In addition, the CITY shall pay unto the RAILWAY annually the annual cost of maintenance of said WARNING DEVICES as provided in the Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL

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- DEVICES, as may in the future be revised or amended, a copy of which is attached as Exhibit C and incorporated herein by reference.
- b. The WARNING DEVICES will be owned by the RAILWAY and shall remain at the CROSSING SITE until the RAILWAY decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.
- 10. The RAILWAY shall replace the existing two-track 144 foot wide Type Tmodified grade crossing surface with a new two-track 138 foot wide Omni concrete grade crossing surface, hereinafter referred to as the "SURFACE", along with other improvements as shown on the drawing attached hereto as Exhibit A, are in accordance with Florida Department of Transportation Standard Plans for Road Construction, Index No. 830-T01, as may be amended, at the sole cost of the CITY. Installation costs are estimated to be as shown on the RAILWAY's estimate for crossing installation attached hereto as Exhibit B and incorporated by reference. When the RAILWAY determines that the replacement of the SURFACE is more economical than its continued maintenance, the RAILWAY shall have the exclusive option to replace the SURFACE with a comparable or improved structure. The replacement costs of the SURFACE shall be the sole responsibility of the CITY. The CITY shall, at its sole expense, maintain and replace the remainder of the road inside the RAILWAY'S right-of-way, plus any paving which may be located between the ends of the ties. If such work is required due to replacement of the SURFACE, the CITY shall perform such work in accordance with the time and operational requirements of the RAILWAY. The CITY will give prior notice to the RAILWAY of all work to be performed by the CITY at or near the CROSSING SITE, and no such work shall be performed by the CITY without the prior approval of the RAILWAY. All

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work performed by the CITY shall be conducted at such times and in such manner as to not interfere or impeded the operations of the RAILWAY. The RAILWAY shall provide a construction watchman at said CROSSING SITE while work is being performed by the CITY under the provisions of this AGREEMENT, at the sole expense of the CITY.

- 11. The CROSSING SITE will have one 10 foot wide on the north, and one 10 foot wide on the south designated pedestrian pathway facilities as shown on the drawing attached hereto as Exhibit A. Any pedestrian pathway facilities at or near the CROSSING SITE that are not specifically covered by this AGREEMENT, including but not limited to pedestrian walkways, sidewalks or other designated pedestrian pathways may not be constructed or modified by the CITY at or near the CROSSING SITE without the prior written approval of the RAILWAY, which approval is the RAILWAY'S sole discretion. The cost and liability for such facilities, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of the CITY.
- 12. The CITY agrees, acknowledges and understands that the RAILWAY reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The CITY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the SURFACE, the WARNING DEVICES or other railroad signalization equipment or new track structure at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILWAY, or requested by the CITY.
- 13. The CITY agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING

SITE. Such facilities must first be approved by the RAILWAY and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILWAY, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities, as submitted to the RAILWAY.

- 14. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of roads shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of CITY.
- 15. If at any time the RAILWAY, at the CITY'S request, performs work required to be performed by the CITY hereunder, the cost and liability for such work, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of the CITY.
- 16. The CITY further covenants to pay the RAILWAY, within thirty (30) days after presentation of the same, all bills submitted by the RAILWAY, including maintenance bills as set forth in Paragraph 9 above and all bills for electricity of the CROSSING SITE if same are provided by the RAILWAY.
- 17. At the termination of this AGREEMENT for any cause, or upon termination of the CITY'S use of the CROSSING SITE as herein described, all rights of the CITY shall terminate and the CITY shall remove, under the RAILWAY'S supervision and direction, at the CITY'S entire cost and expense, said road and all non-RAILWAY owned improvements placed upon the RAILWAY'S right-of-way and restore the CROSSING SITE to its original condition.
- 18. The CITY shall indemnify, defend and hold harmless the RAILWAY for assessments or other charges of any kind whatsoever against the RAILWAY at any time for any

portion of public improvements installed on or within two hundred (200) feet, OR the RAILWAY'S right-of-way, whichever is greater, of the CROSSING SITE arising out of the existence of the CROSSING SITE.

- 19. The CITY shall not in any way, or at any time, interfere with or obstruct the RAILWAY'S right-of-way, the movement of the RAILWAY'S trains and other railroad operations, or interfere with the RAILWAY'S use thereof, or the use thereof by the RAILWAY'S assigns, invitees, lessees or other licensees.
- 20. The CITY shall indemnify, defend and hold harmless the RAILWAY, its affiliates, officers, directors and employees from any and all suits, claims, liability, losses, damages, expenses and costs (including reasonable attorneys fees) incurred by or asserted against the RAILWAY whether for personal injury or death or damage to property of any person or persons whomsoever, relating to, resulting from or arising out of the construction, installation, maintenance or replacement of the CROSSING SITE by the RAILWAY, the performance of work by the RAILWAY required to be performed by the CITY hereunder, or the use of the CROSSING SITE or the CITY facilities, including but not limited to pedestrian walkways, at or near the CROSSING SITE and regardless of whether such injury or damage is caused or alleged to be caused, in whole or in part, by the negligence of the RAILWAY. Notwithstanding the foregoing, the CITY shall have no indemnification obligation for the intentional, wrongful acts of the RAILWAY.
 - i. The CITY will include in any contract, which it may let for the whole or part of any work to be performed hereunder by or for the CITY, each and every one of the terms and conditions included on the document entitled "FLORIDA"

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EAST COAST RAILWAY, L.L.C. INSURANCE REQUIREMENTS" attached hereto, and made a part hereof as Exhibit D.

- 21. (a) The CITY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request the RAILWAY to furnish any necessary construction watchmen for the protection of the RAILWAY'S employees, property and train operations. The RAILWAY shall be notified at least one (1) week in advance of the performance of any work in connection with the CROSSING SITE.
 - (b) In addition to, but not in limitation of any of the foregoing provisions, if at any time the RAILWAY should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, the RAILWAY shall have the right to place such construction watchmen, or other persons at the sole cost and expense of the CITY. Upon receipt of a bill from RAILWAY, the CITY shall promptly pay the RAILWAY the full cost and expense of such construction watchmen. The furnishing or failure to furnish construction watchmen, or other persons by the RAILWAY under this paragraph, however, shall not release the CITY from any and all other liabilities assumed by the CITY under the terms of this AGREEMENT, including its obligations under Paragraph 20 hereof. The CITY shall give the RAILWAY one (1) week's advance written notice when it or its contractor or anyone claiming under this AGREEMENT proposes to enter upon the CROSSING SITE to perform work under this AGREEMENT in order that proper warning may be provided for trains. In emergency

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- situations, the CITY shall give the RAILWAY telephonic notice. The CITY further agrees that at all times its personnel or agents are on the RAILWAY property, they will be accompanied by a RAILWAY representative and any cost involved will be borne by the CITY.
- ii. In addition to, but not in limitation of any of the foregoing provisions, the CITY or its contractor or anyone claiming under this AGREEMENT proposes to enter upon the CROSSING SITE to perform work under this AGREEMENT in order that proper warning may be provided for trains the RAILWAY may require that all employees or workers performing duties within or adjacent to the CROSSING SITE to individually and successfully complete the RAILWAY's designated Roadway Worker Training (RWT) class prior to commencement of work for awareness and safety of risk when working near live track and operations. The cost of any training required by RAILWAY shall be at the sole cost and expense of the CITY or its contractor or anyone claiming under this AGREEMENT proposes to enter upon the CROSSING SITE to perform work under this AGREEMENT.
- 22. After the SURFACE and WARNING DEVICES have been installed and all other work to be performed by the RAILWAY under this AGREEMENT has been completed and found to be in satisfactory working order by the RAILWAY, the RAILWAY shall furnish to the CITY an invoice showing the final total cost of material, labor and equipment furnished by the RAILWAY, in accordance with the estimate of said cost to the CITY to be \$ 2,660,847.86 (Two Million, Six Hundred Sixty Thousand, Eight Hundred Forty-Seven Dollars and Eighty-Six

Cents) set forth in Exhibit B and the CITY shall be responsible for and pay such cost and invoice no later than thirty (30) days from the date thereof.

- 23. Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the CITY, and at its sole expense.
- 24. The CITY shall promptly pay the RAILWAY all charges for replacement, repair or otherwise of the CROSSING SURFACE and RAILROAD DEVICES within thirty (30) days of the date of invoice. Failure to promptly pay to the RAILWAY amounts billed as due under this AGREEMENT shall constitute default by the CITY.
- 25. The CITY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.
- 26. This agreement covers those items specifically mentioned within this agreement and does not include, suggest, imply, or allow for any changes, modification, additions, or reductions of any scope or parameters within the CROSSING SITE by CITY, including but not limited to wirelines, overhead or underground utilities, pedestrian pathways, lighting, curbing, signage, pavement, or any other aspect other than those specifically stated within this agreement or approved by RAILWAY in writing, or covered by a separate agreement, including any existing or proposed utilities which must be separately permitted through the RAILWAY Any changes not specifically covered by this AGREEMENT shall constitute default by CITY.
- 27. If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. This AGREEMENT will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this AGREEMENT. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes any other License Agreements between the RAILWAY and CITY with respect to the matters contained herein, and more specifically, the terms and responsibilities related to the rail-highway crossing identified in the existing Transfer Agreement between the CITY and the Florida Department of Transportation dated April 19, 2016, in which this License Agreement between the Railway and CITY shall govern all matters related to the crossing responsibilities and all future maintenance stated herein. Any future change or modification of this AGREEMENT must be in writing and signed by both parties.

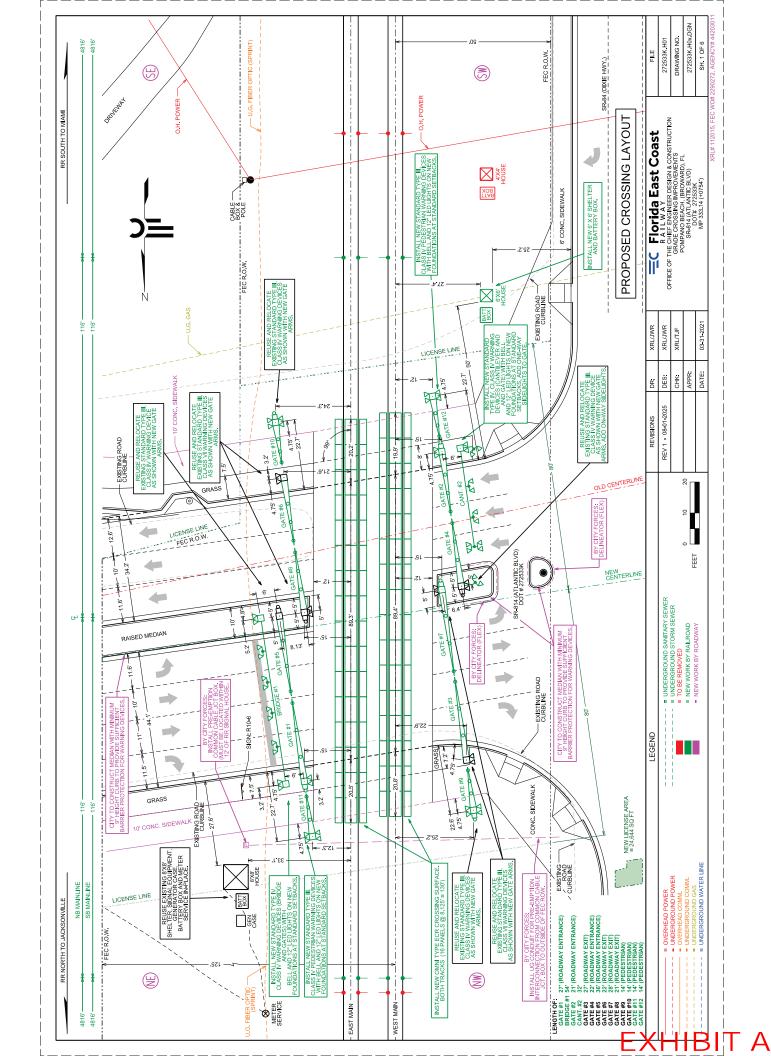
[The remainder of this page has been intentionally left blank]

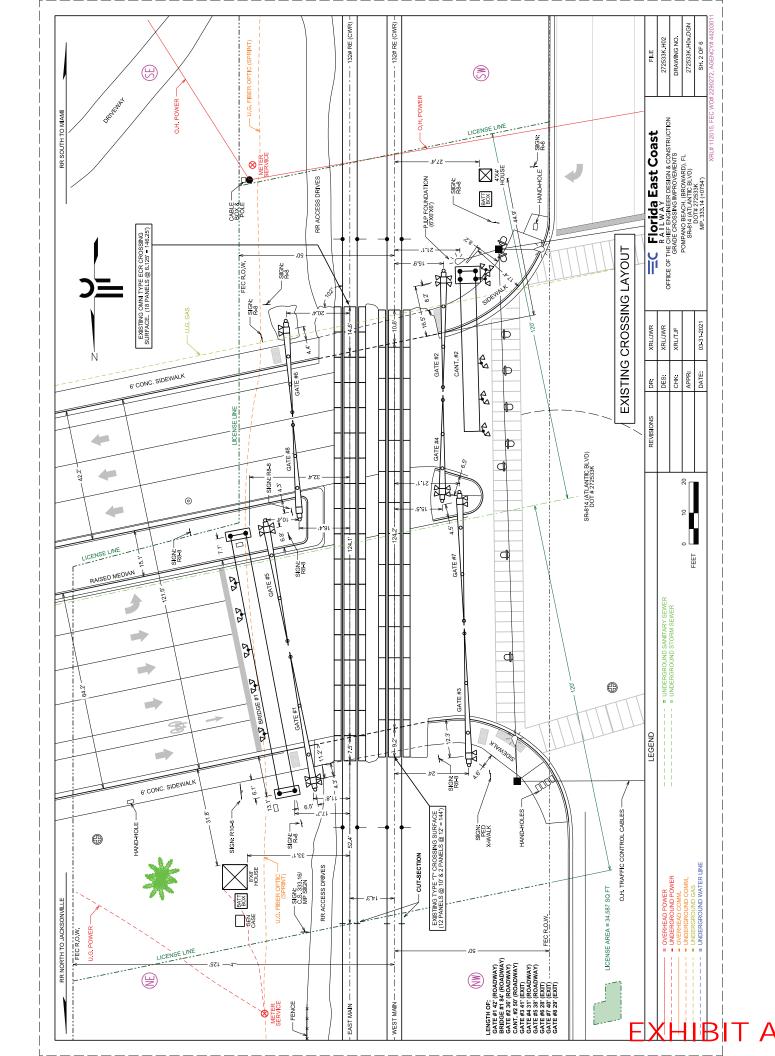
IN WITNESS WHEREOF, the RAILWAY and the CITY have caused this instrument to be executed in their corporate names in duplicate as record to each party the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

Signed and Delivered in the presence of:	FLORIDA EAST COAST RAILWAY L.L.O a Limited Liability Company					
	By:					
Witnesses as to RAILWAY	ATTEST:					
	DATE:					
Signed and Delivered in the presence of:	CITY of POMPANO BEACH, a political subdivision of the State of Florida					
	By:					
Witnesses as to CITY	Title:					
	Attest:					
	Title:					
	Date:					

Counterparts; electronic execution. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format (e.g., ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

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LICENSE AREA

May 9, 2022

File: 333.14/39/0754

SR 814 (Atlantic Boulevard) – MP 333.14 (+0754') – FDOT # 272533K

A PARCEL OF LAND WITH UNIFORM WIDTH OF ONE HUNDRED SIXTY (160) FEET, BEING EIGHTY (80) FEET NORTHERLY AND EIGHTY (80) FEET SOUTHERLY FROM THE ROADWAY CENTER AND EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND MAIN TRACK OF THE RAILYWAY AT SR 814 (ATLANTIC BOULEVARD) IN POMPANO BEACH, BROWARD COUNTY, FLORIDA, WITH LONGITUDINAL CENTER LINE OF SAID PARCEL LOCATED SEVEN HUNDRED FIFTY-FOUR (754) FEET SOUTHERLY FROM THE RAILWAY'S MILE POST NO. 333 AS MEASURED FROM JACKSONVILLE, FLORIDA, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF ONE HUNDRED TWENTY-FIVE (125) FEET IN THE NORTHEASTERLY, FIFTY (50) FEET IN THE NORTHWESTERLY AND SOUTHWESTERLY, AND FIFTY (50) FEET IN THE SOUTHEASTERLY QUADRANTS AT THIS LOCATION, FROM THE CENTERLINE OF THE WESTERNMOST MAIN TRACK, ALL AS SHOWN ON THE ATTACHED DRAWING NO. 272533K.H01, DATED MARCH 31, 2021, ATTACHED HERETO AND MADE A PART HEREOF.

The above-described Parcel Containing 24,644 square feet, or 0.5657 acre, more or less.



Estimate No.: 272533K - 07/17/2025

Florida East Coast Railway

(FEC)

POMPANO BEACH, (Broward), FL SR 814 (Atlantic Boulevard)

DOT#: 272533K RAILROAD #: 2290272
RR MP.: 333.14 (+754') XORAIL#: 112015

Summary

CROSSING WARNING SYSTEM			\$1,425,013.81
(Includes all design, requisition, labor, m	aterials, shop wiring, and installation)		
DESIGN - Circuit Design of Crossing Warning Sy	stem	\$22,050.00	
SHOP WIRING - Material Requisition and Assem	bly	\$66,233.58	
CONSTRUCTION - Field Installation of Warning	Devices	\$1,236,734.52	
BUZZ / FIELD TESTING - Pre-Construction Buzz	z Testing / Field Cut-Over Testing	\$15,915.28	
PTC - SUBDIV GIS - Subdiv Updates for Assett 0	Changes required	\$13,568.10	
PTC - LIEE - Lab Interface End-to-End Testing o	f Subdiv Changes	\$10,185.63	
PTC - TMDS - Train Management Dispatching S	ystem Database and Screen Template Updates	\$20,006.70	
PTC - FIBER - Fiber Hot-Cut System, with Jct Bo	x and House Lateral Connection	\$0.00	
RR FLAGGING - Signal Construction	30 Days @ \$1344 per day	\$40,320.00	
CROSSING SURFACE/RESURFACE			\$680,980.66
(Includes all design, requisition, labor, m	aterials, and installation)		
TRACK GRADE AND REHABILITATION			\$43,250.00
(Includes all design, requisition, labor, m	aterials, and installation)		Ţ.J,_J0.00
RAILROAD ENGINEERING			\$7,418.98
	ng Engineering Authorizations, Field Inspections	s and Administrative Labor)	Ψ1,⊶10.30
PTC - DISP - Dispatch Center Screen Office Cha		\$0.00	
PRELIMINARY ENGINEERING (Phase 1)			\$28,520.00
(Includes CONTRACT Labor for all Engi	neering, Agency Coordination, and Project Man	agement)	
AGREEMENTS & APPROVALS (Phase 2)			\$19,007.80
	neering, Agency Coordination, and Project Man	agement)	¥ 10,001 100
CONSTRUCTION ENGINEERING (Phase 3)			\$17,909.50
·	neering, Agency Coordination, and Project Man	agement)	¥11,000.00
CONSTRUCTION ENGINEERING INSPECTION (CEI	n.		\$31,200.00
· ·	pection cost based on 8 days @ \$3900 per day	')	401,200.00
AC POWER SERVICE			\$0.00
AO I OTILI OLIVIOL	included in other costs)		φ0.00
(Includes all Power Service Charges not			
			\$60,490,00
(Includes all Power Service Charges not OTHER (Description Required) ESTIMATED RR FLAGGER (Roadway 0	Contrcator) 45 Days @ \$1344 per day	\$60,480.00	\$60,480.00
OTHER (Description Required)	Contrcator) 45 Days @ \$1344 per day		. ,
OTHER (Description Required)		SUBTOTAL	
OTHER (Description Required)			\$60,480.00 \$2,313,780.75 \$347,067.11 \$2,660,847.86

(07/01/2020 - PE Funding - Check# 911217 for \$16000.00 minus \$1000 Application Fee) **PRE-APPLIED FUNDING**:

5,000.00

TOTAL BALANCE REMAINING:

\$2,645,847.86

DATE: 07/17/2025 (valid for 90 Days) RESPONSIBLE PARTY:
Name: City of Pompano Beach, FL

Number: City# 19355 (KH# 44203011)
Contact: H. Danovich - CIP and Innov. District Dir.

Contact Title

ORDER OF MAGNITUDE (OOM) ESTIMATE ONLY

(See Page 2 for all provisions, exclusions, and notes included and made a part of this Estimate)





Estimate No.: 272533K - 07/17/2025

Florida East Coast Railway (FEC) POMPANO BEACH, (Broward), FL SR 814 (Atlantic Boulevard) DOT#: 272533K

RR MP.: 333.14 (+754') RAILROAD #: 2290272 XORAIL#: 112015

RESPONSIBLE PARTY:

Name: City of Pompano Beach, FL Number: City# 19355 (KH# 44203011)

Contact: H. Danovich - CIP and Innov. District Dir.

PROVISIONS / EXCLUSIONS / NOTES INCLUDED AS PART OF THIS ESTIMATE:

- 1. This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.
- 2. This Estimate DOES NOT include Railroad Watchman/Flagging Cost unless specifically included in line itemization. Due to the unknow duration or schedule of the Roadway Contractor, this cost is NOT Included and must be considered and will be the responsibility of the Funding/Responsible Agency. Any cost for RR Flagger itemized above are estimated costs ONLY, and will be billed as actual cost incurred for reimbursement.
- This Estimate DOES NOT include Permit processing and permit fees, which is to be funded and performed, as applicable or required, by the Responsible Party named.
- 4. This Estimate DOES NOT include Survey and/or As Builts, which is to be funded and performed, as applicable or required, by the Responsible Party named.
- 5. This Estimate DOES NOT include Maintenance of Traffic (MOT), which is to be funded and performed, as applicable or required, by the Responsible Party named.
- **6.** This Estimate DOES NOT include Mitigation required for existing or natural hazards, which is to be funded and performed, as applicable or required, by the Responsible Party named.
- This Estimate DOES NOT include Pavement Marking, Striping, or Signage, which is to be funded and performed, as applicable or required, by the Responsible Party named.
- 8. This Estimate DOES NOT include 8" compacted #57 stone as roadway subgrade required as a result of demolition or construction within the FEC Property, which is to be funded and performed, as applicable or required, by the Responsible Party named.
- 9. This Estimate DOES NOT include ACC or PCC Roadway Pavement, Curbing, or Sidewalk construction required as a result of demolition or construction within the FEC Property, which is to be funded and performed, as applicable or required, by the Responsible Party named.

ORDER OF MAGNITUDE (OOM) ESTIMATE ONLY

(See Page 1 for all descriptions and details of estimated cost for work by FEC Railway)

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER	
N/A	SD 81/		N/A	N/A	

COMPANY NAME: Florida East Coast Railway, LLC.

A. FDOT/AAR XING NO.: 272533K RR MILE POST TIE: 333.14 (+0754')

B. TYPE SIGNALS PROPOSED: CFLG&B CLASS: VI DOT INDEX: N/A

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	DESCRIPTION	COST*
I	2-Quadrant Flashing Lights with One Track	\$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,777.00
{ ∨ı	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$9,759.00
		burring

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011

Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982
GENERAL AUTHORITY: 334.044, F.S.
SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.



FLORIDA EAST COAST RAILWAY, L.L.C. INSURANCE REQUIREMENTS

- Liability Insurance. During the Term of this Contract, Contractor shall purchase and maintain: (i) Commercial General Liability Insurance ("CGL"), with contractual liability covering obligations assumed in this Contract (including any agreements entered into between the parties pursuant hereto) by Contractor, providing for available limits of not less than \$6,000,000 single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in each occurrence and for damage to or destruction of property, including the loss of use thereof, in each occurrence, including Federal Employers Liability Act claims ("FELA") against the FECR, or other liability arising out of or incidental to railroad operations; (ii) at FECR's option, Contractor will obtain a policy of Railroad Protective Liability with liability limits of \$2,000,000 per occurrence, \$6,000,000 aggregate with FECR as the only named insured.(iii) Statutory Workers' Compensation, Employer's Liability Insurance with available limits of not less than \$1,000,000 and Occupational Disease Insurance; (iv) if any motor vehicles are used in connection with the Services to be performed hereunder (or in connection with any agreements entered into between the parties pursuant hereto), Business Automobile Liability Insurance with limits of not less than \$1,000,000 single limit, bodily injury and/or property damage combined, for damages to or destruction of property including the loss of use thereof, in any one occurrence; and (v) if professional services are being rendered by Contractor, Professional Liability coverage in an amount not less than \$1,000,000. If, in FECR's opinion, a higher limit of liability is necessary for any insurance policy required hereunder, FECR shall so notify Contractor and Contractor shall, within thirty (30) days of receipt of such notice, provide a copy of the endorsement to the appropriate policy increasing the liability coverage to the required limit. Such insurance will include a minimum of two years' tail coverage necessary to cover claims occurring during the Term but which may not be brought until after termination of this Contract.
- Policy Requirements. All insurance required hereunder shall be affected by valid and enforceable policies issued by insurer(s) of financial responsibility and authorized to do business in all necessary states, all subject to the reasonable prior approval of FECR. Contractor's liability insurance policies shall name FECR, its parent, affiliates and subsidiaries as additional insureds and will not have any exclusion for liability relating to railroad operations or contractual liability for construction or demolition within fifty (50) feet of FECR's tracks by endorsement. Contractor's Workers' Compensation and property insurance policies shall include waivers of subrogation rights endorsements in favor of FECR. All policies shall contain a provision for thirty (30) days' written notice to FECR prior to any expiration or termination of, or any change in, the coverage provided. Contractor shall provide FECR with at least thirty (30) days' written notice prior to such expiration, termination or change in any insurance coverage. Insurance Company must be issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher. Prior to any entry upon FECR property pursuant to this Contract and upon FECR's request thereafter, Contractor shall provide or shall cause its insurer or insurance agent to provide FECR with a certificate of insurance certifying the liability insurance policies in effect for the Term of this Contract. The liability assumed by Contractor under this Contract, including, but not limited to, Contractor's indemnification obligations, shall not be limited to the insurance coverage stipulated herein.

ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS RD DIXIE HWY FROM MCNAB RD TO SAMPLE RD

PREPARED FOR:

DIXIE HWY CORRIDOR **IMPROVEMENTS**

PROJECT #: 19355

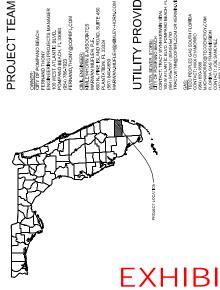
PREPARED FOR:

THE CITY OF POMPANO BEACH

LOCATION:

DIXIE HWY FROM POMPANO PARK PL (SW 3RD ST) TO NW 10TH ST (SEGMENT 2) ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS ROAD

SECTION 2 AND 35, TOWNSHIP 48S AND 49S, RANGE 42E



OWIGHS

OWING FOMPANO BEACH
FERNAND THONY
FORDIECTRO MANGER
FOUNTERING PROJECTS MANGER
FOMPANO BEACH, FL 33060
FOMPANO BEACH, FL 33060
FOMPANO BEACH, FL 33060
FOMPANO THONY @COPBEL COM

JTILITY PROVIDERS

PEOPLES GAS SOUTH FLORID ACT; MAX CHAMORRO 830-1689

ACT: JOEL BRAY PORT WEST BLVD CRS/PDC 586-6403

UCHANORO@TECCENEROY COM LOPIDA GAS TRANSLASSION TONTACT: UCE SANCHEZ 107) 888-7771 OSEPH ESANCHEZ@ENERGYTRANSFER COM OMCAST:
OWNTACT: ECNARD MAXWELL NEWBOLD
ONTACT: SAI 22: 23027
SAI 22: 1234
EONARD: MAXWELL-NEWBOLD@CABLE.
OMCAST.COM

SULTY OF POMPANO BEACH CITY OFFICALS ENTURY LINK: DNTACT: XAN RYPKEMA S4) 221-1254

BROWARD COUNTY:
WATERWASTERNATER SERVICES
CONTACT DAVE O'CONNOR
564) 531-6910
DCONNORPER:

ROWARD COUNTY:
AMFRIC ENGINEERING
DATACT: ROBERT BLOUNT
OWN CONMERCIAL BLVD FG
54) 847-2748
BLOUNT@BROWARD ORG

SHEET LIST

PROJECT LOCATION

PROJECT DIXIE HWY CORRIDOR IMPROVEMENTS

PROJECT NUMBER 19355 (CITY OF POMPANO BEACH)

PROJECT LOCATION

Typical Section Typical Section Details General Notes C-204 Grading Detail Sheet

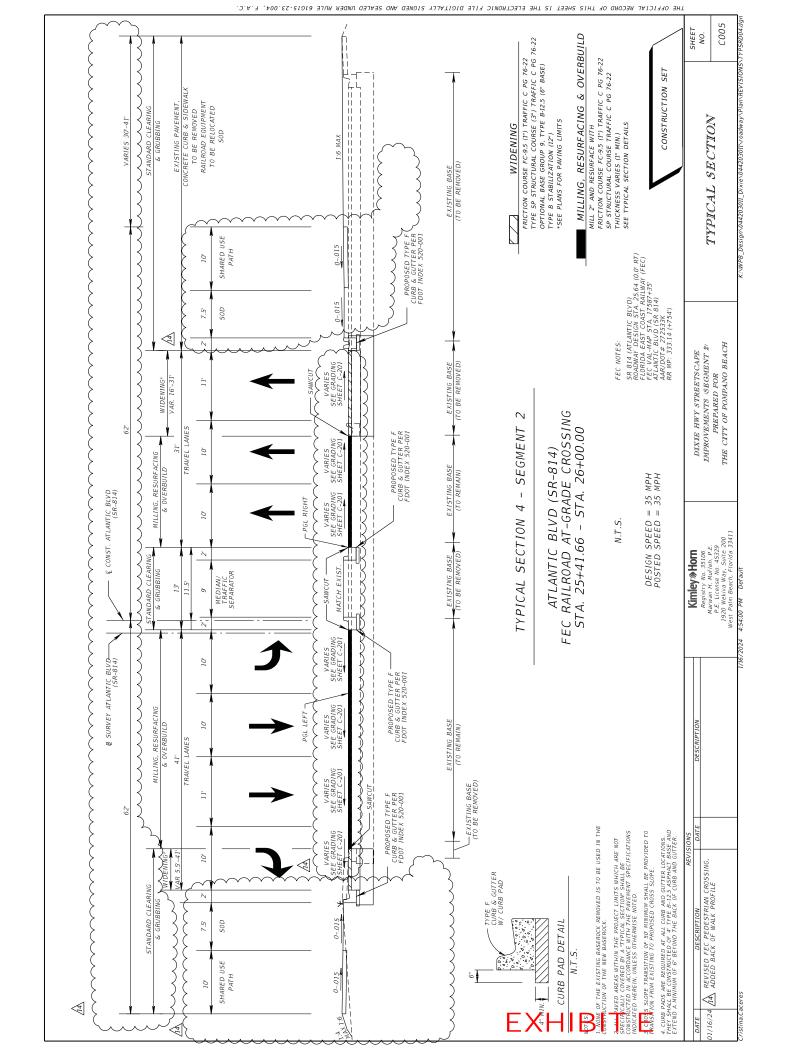
A (C300-325.2 Special Details)

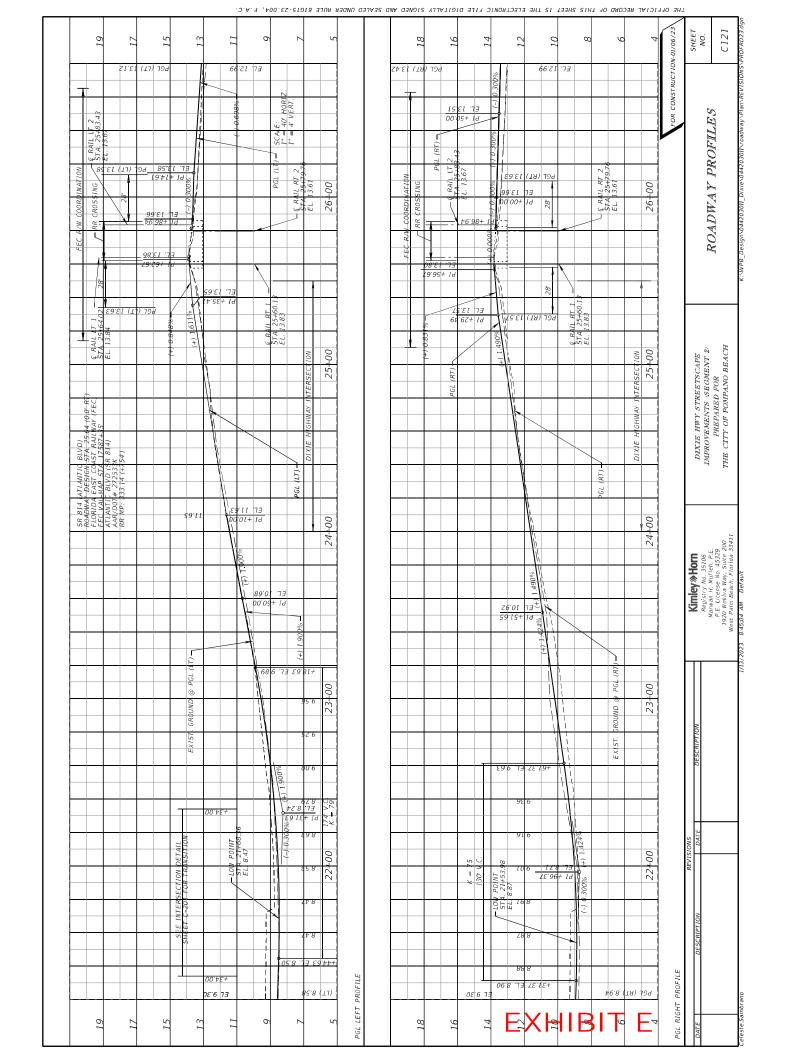
C326-328 Erosion Control Details Intersection Details Roadway Plan Roadway Profiles Cover Sheet SHEET NO. C001.1 C002-012 C013 C020 C100-118 C119-123 C200-203

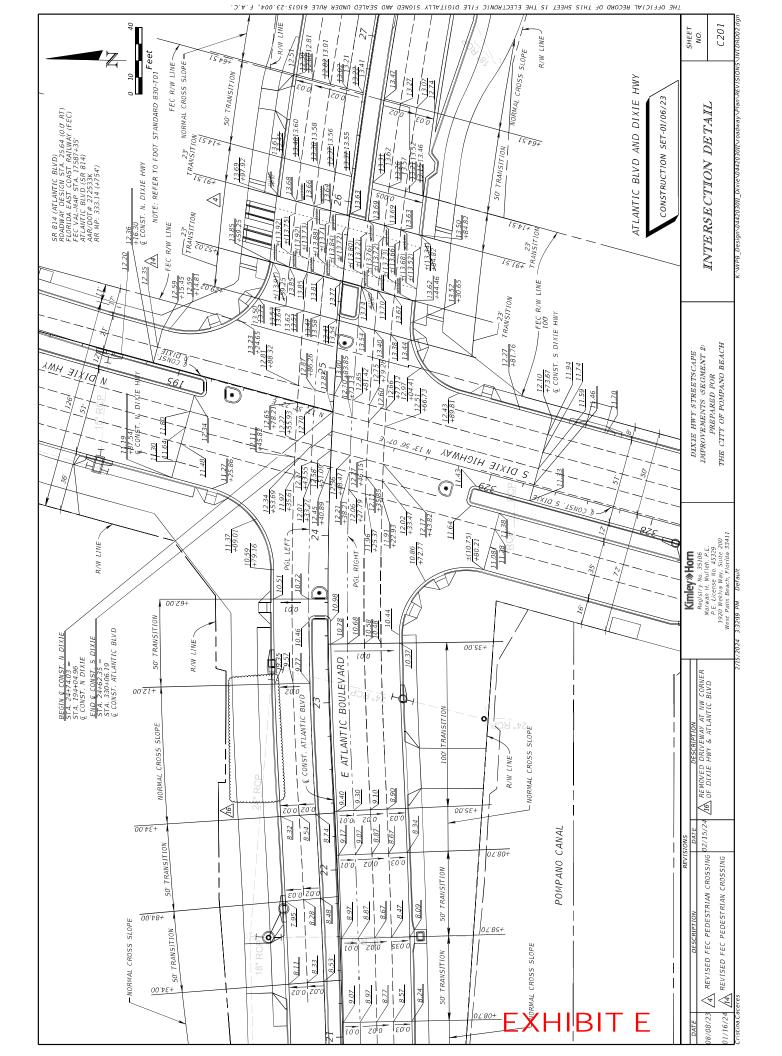
onedujec beach

PREPARED BY: Kimley»Hom

CONSTRUCTION SET ROADWAY PLANS







BCTED #: 210223060

DIXIE HWY CORRIDOR **IMPROVEMENTS**

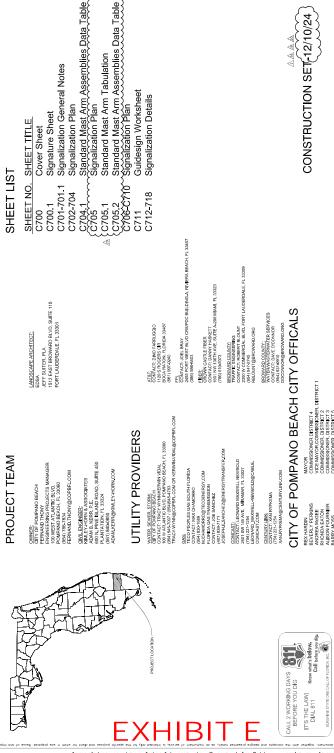
PROJECT #: 19355 PREPARED FOR:

THE CITY OF POMPANO BEACH

LOCATION:

DIXIE HWY FROM POMPANO PARK PL (SW 3RD ST) TO NW 10TH ST (SEGMENT 2) ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS ROAD

SECTION 2 AND 35, TOWNSHIP 48S AND 49S, RANGE 42E





PROJECT LOCATION

DIXIE HWY CORRIDOR IMPROVEMENTS

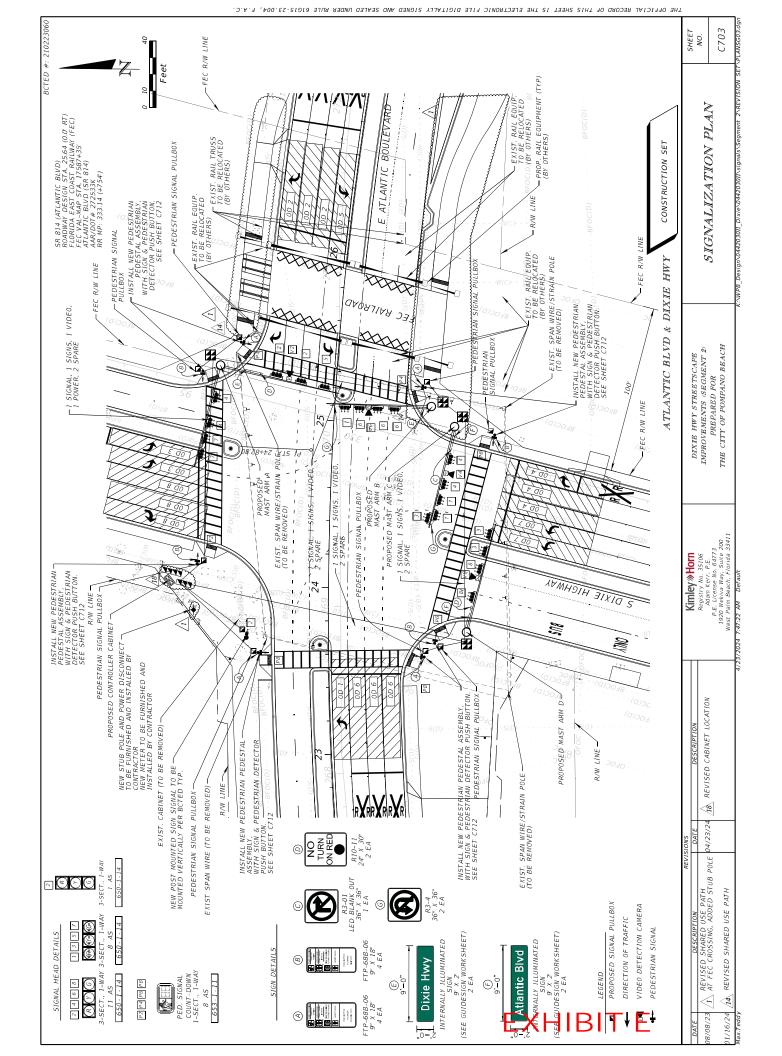
PROJECT NUMBER 19355 (CITY OF POMPANO BEACH)

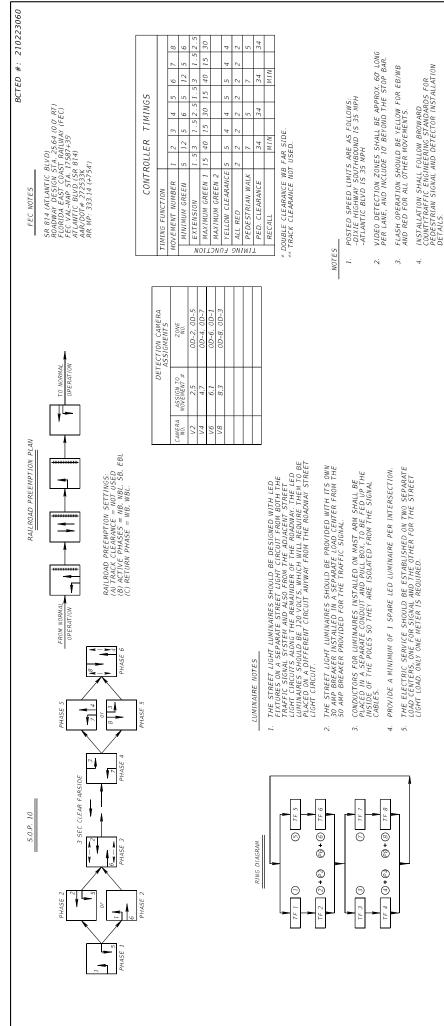
DIXIE HWY FROM MCNAB RD TO SAMPLE RD ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS RD

beach

Kimley»Horn

SIGNALIZATION PLANS





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SIGNALIZATION PLANS 100% SUBMITTAL NOT FOR CONSTRUCTION IMPROVEMENTS (SEGMENT 2) PREPARED FOR THE CITY OF POMPANO BEACH DIXIE HWY STREETSCAPE Registry No. 35106 Adam B. Kerr, P.E. P.E. License No. 44773 1920 Wekiva Way, Suite 200 West Palm Beach, Florida 33411 Kimley » Horn 9:24:38 AM Defaul

C704 SHEET NO.

DIXIE HWY CORRIDOR **IMPROVEMENTS**

PROJECT #: 19355

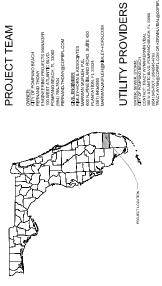
PREPARED FOR:

THE CITY OF POMPANO BEACH

LOCATION:

DIXIE HWY FROM POMPANO PARK PL (SW 3RD ST) TO NW 10TH ST (SEGMENT 2) ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS ROAD

SECTION 2 AND 35, TOWNSHIP 48S AND 49S, RANGE 42E



Cover Sheet
C600-618 Signing & Pavement Marking Plan
C619-620 Guide Sign Worksheets
C621-625 Broward Communication

PRODUCES OF THE GIT BEAUTY OF STREET ON AUGUST 18 BROWNED COUNTY.

POWING COUNTY TREATS DEADLINESTING OF REGION OF GENOTING GENOTING GENEVALM

ROADS OF THE GIT BEAUTY DEADLING OF OPERATION THESE ITEMS ARE TO BE REVENUED AND

ROADS OF THE GIT BEAUTY.

FBER CROWN CASTLE FIBER CONTACT: DANNY HASKETT 1601 NW 136TH AVE, SUITE A-200 MIAI (786) 610-7073 TACT: JOEL BRAY
PORT WEST BLVD CRS/PDC BI

OMCAST: CONTACT: LEONARD MAXWELL NEWBOLI 2801 SW 145 AVE. MRAMAR, FL 33027

20 PEOPLES GAS SOUTH FLORIDA TACK MAX CHAMORRO 11 890-1689 1980-1689 1980-1689 1980-1689 1980-171 1980

CITY OF POMPANO BEACH CITY OFFICALS

PROJECT LOCATION

PROJECT DIXIE HWY CORRIDOR IMPROVEMENTS

PROJECT NUMBER 19355 (CITY OF POMPANO BEACH) PROJECT LOCATION DIXE HWY FROM MICHAB RD TO SAMPLE RD ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS RD

PREPARED FOR:

pempano beach

PREPARED BY:
Kimley » Horn

SIGNING & PAVEMENT MARKINGS CONSTRUCTION SET-12/10/24

