FLORIDA EAST COAST RAILWAY L.L.C. AGREEMENT FOR SYNCHRONIZATION OF GRADE CROSSING AND TRAFFIC CONTROL DEVICES

THIS AGREEMENT, made and entered thisday of, 2025, by
and between the Florida East Coast Railway L.L.C., a corporation organized and existing under the
laws of FLORIDA, with its principal place of business in the city of Jacksonville, County of
Duval, State of FLORIDA, hereinafter called the COMPANY; and the CITY of Pompano Beach
a political subdivision of the State of FLORIDA , hereinafter called the CITY .
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WHEREAS, train-activated Railroad Grade Crossing Traffic Control Devices, hereinafter
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called "crossing devices", presently exist or shall be installed at the railroad/highway grade crossing on
SR 814 (Atlantic Boulevard) which crosses at grade the right of way and track(s) of the
COMPANY'S Mile Post 333.14 (+0754 feet) in or near Pompano Beach.
Florida; and
WHEREAS, an existing or proposed highway-to-highway intersection exists adjacent to or in
close proximity to the aforementioned grade crossing: and, the CITY, in the interest of safety, desire
that the crossing devices be synchronized with existing and/or proposed highway traffic signal devices.
hereinafter called "highway devices", so as to assist highway traffic to avoid entrapment on the grade
crossing upon the approach of trains, and to provide for improved operational efficiency of the
highway system during train passage.
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NOW, THEREFORE, in consideration of the mutual undertaking as herein set forth, the
parties agree as follows:
4 71 60272127 1 6777743
1. The COMPANY , at the CITY'S expense, will furnish a preemption synchronization circuit of
the "closed loop fail safe design principle" to a common cable junction box and install other
equipment necessary to provide 30 seconds total preemption time, with 0.0 of
those seconds to be advanced preemption, as requested by the CITY and specified in Exhibit
D, and Exhibit E, attached hereto and made a part thereof.
2. The CITY, at its sole expense, will install or have installed all cable, circuitry and related
equipment, required to operate the highway devices in a coordinated and synchronized manner;
will provide the connecting cable from the highway devices to the common cable junction box
with sufficient cable to be connected to terminals in the railroads control case and will
configure the preemption circuit with its system whereby a failure of the highway devices will
not cause an unsafe condition. The CITY shall at the CITY'S sole expense install the conduit
under the track structure, in accordance with COMPANY requirements, for connecting cable
from the highway devices. All work to be in accordance with the "Specifications for
Installation of Traffic Signal Synchronization Along Florida East Coast Railway right of way"
Installation of Traffic Signal Synchronization Along Florida East Coast Railway right of way" appended hereto as Exhibit C and by this reference made a part hereof.

3. The common cable junction box and inter-connecting cable shall be deemed the property of the

CITY and shall be maintained by the CITY.

- 4. The CITY, at its expense, will construct, operate and maintain the highway devices and agrees to give the COMPANY sufficient notice prior to making any changes in the operation thereof which, in any way, might affect the coordination features of the crossing devices. Said highway devices for SR 814 (Atlantic Boulevard) shall be mounted on the CITY'S cantilever and/or bridge structure as shown on the approved plans appended hereto as Exhibit A and by this reference made a part hereof. In the event said highway devices, and/or coordinating facilities of the CITY become inoperative, CITY will notify railroad and restore or repair such devices and/or facilities promptly, and use other means including, traffic control personnel or law enforcement personnel to control the flow of traffic at the traffic signal locations at any time the Highway Devices or pre-emption are inoperative so as to clear the highway/railroad grade crossing before the approach of trains.
- 5. The COMPANY, at its expense, will operate and maintain the crossing devices, overhead trusses and cantilevers and likewise agrees to give the CITY sufficient advance notice prior to making any changes in the operation thereof which, in any way, would affect the coordination features of the CITY maintained HIGHWAY DEVICES. In the event said crossing devices and/or coordination facilities of the COMPANY become inoperative, COMPANY will notify the CITY and restore or repair such devices and/or facilities promptly.
- 6. Attached hereto as Exhibit B, and by this reference made a part hereof, is an estimate of the cost thereof payable to the **COMPANY** by the **CITY** in the amount of \$\)\$ 0.00 .
- 7. The cost of any adjustment, relocation of cable, circuitry, and related equipment as related to the CITY'S HIGHWAY DEVICES, upon written notice from the COMPANY, that the relocation is necessary due to railroad operations, including, but not limited to, track relocation, maintenance, or replacement, or because of changes or additions to the COMPANY'S train control signals, communication equipment, or expansion use of the COMPANY's corridor and property, shall be borne by the CITY.
- 8. The parties agree that the CITY shall have and assume sole responsibility and liability for personal injury and property damage, or loss resulting from or related to the presence or the operation and functioning, or the failure thereof, of the HIGHWAY DEVICES. The parties agree that the COMPANY shall have and assume sole responsibility and liability for personal injury and property damage or loss resulting from the operation and functioning, or failure thereof, of the RAILROAD DEVICES that are specified in other paragraphs of this agreement. Neither the CITY nor the COMPANY shall be responsible or liable for personal injury or property damage or loss where the failure or improper operation of their respective devices are caused solely as a result of the malfunction of the other party's devices.
- 9. The CITY will be responsible for claims and demands arising out of the work undertaken by the CITY pursuant to this agreement due to the negligent actions, done or committed by the CITY, its contractors, employees, agents, or representatives in connection with the work done on the HIGHWAY DEVICES. The COMPANY will be responsible for claims and demands arising out of the work undertaken by the COMPANY pursuant to this agreement due to the negligent actions, done or committed by the COMPANY, its contractors, employees, agents, or representatives in connection with the work done on the RAILROAD DEVICES.

- 10. Either party may make changes to their own equipment in any manner and agree to reimburse the other party for any expenses incurred by the other party as a result of such changes. 72 hours notice shall be given prior to work, which will have an effect on the other party.
- 11. If for any reason the **RAILROAD DEVICES** are damaged or destroyed by a third party, the **CITY** will be solely responsible for all expenses incurred by COMPANY not covered by the insurance or indemnification of the third party, in the repair or replacement, including all materials, equipment, and labor for said repairs or replacement of the **RAILROAD DEVICES**.
- 12. Upon completion of the work, the **COMPANY** shall, within one hundred eighty (180) days, furnish the **CITY** 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 items contained in the estimate attached hereto.
 - Upon receipt of invoices, prepared in accordance with the provisions of the above-indicated Reimbursement Policy the CITY agrees to reimburse the COMPANY in the amount of such actual costs.
- 14. If there is any existing contract between the **COMPANY** and either the **CITY** or a third party, by which this grade crossing is opened or maintained, or by which other crossing devices or highway devices are installed and maintained, then that contract shall remain in full force and effect, except when in conflict with this synchronization agreement.
- 15. This agreement is of an indefinite, but non-perpetual duration and shall terminate upon the removal of the aforementioned rail-highway grade crossing or upon removal of either the highway devices or crossing devices.
- 16. In the event any of the parties hereto desire an assignment of this agreement, it shall be said party's responsibility to obtain written acceptance of the assignment by the new party to the agreement, and apply to COMPANY for such assignment acceptance.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers the day and year first written above.				
COMPANY: FLORIDA EAST COAST RAILWAY COMPANY L.L.C.				
BY:				

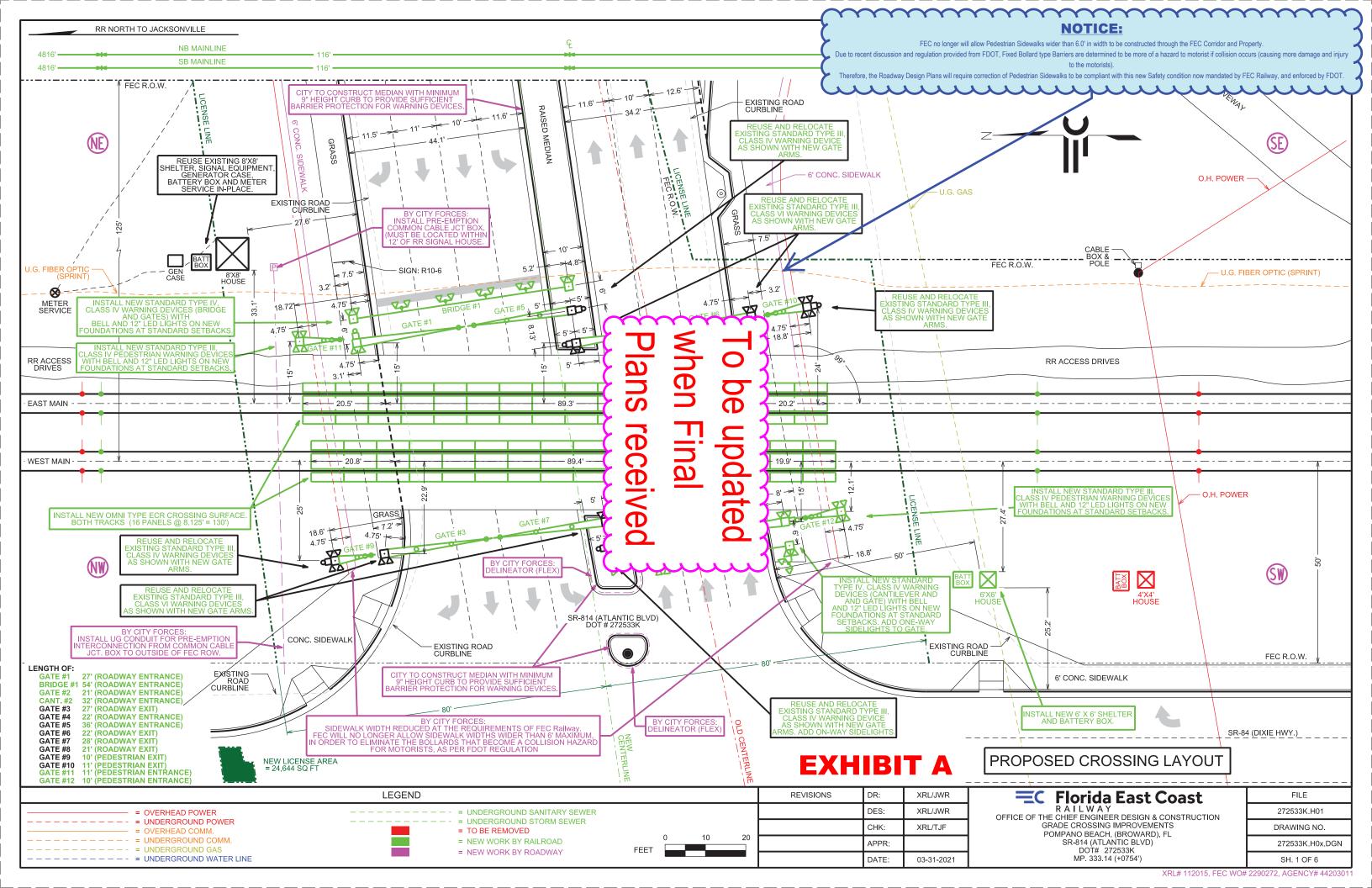
CITY OF: _	POMPANO BEACH , FLORIDA	
BY:		
TITLE:		

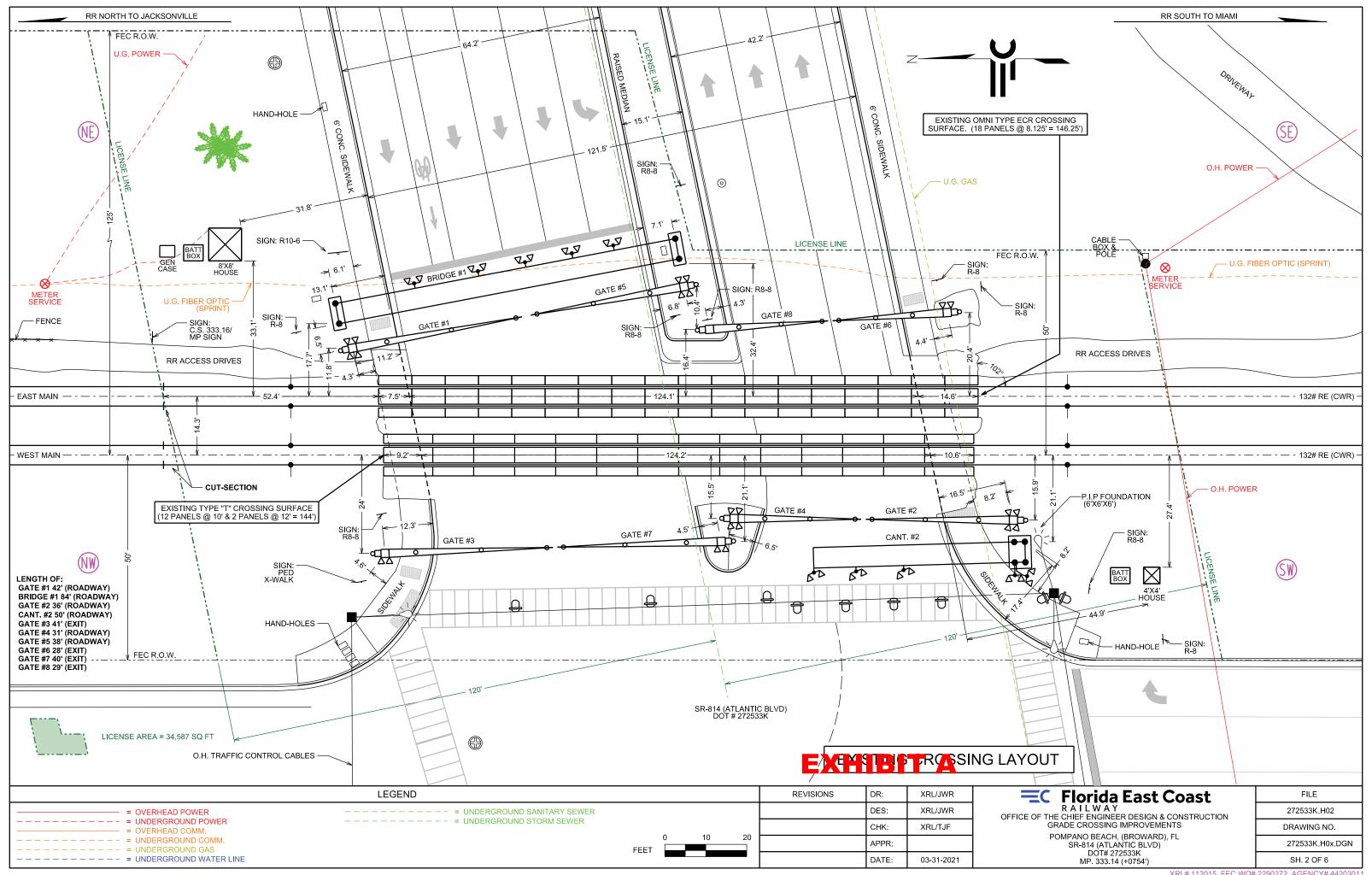
TITLE:

Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

ENCLOSURES:

- 1. EXHIBIT A FEC Configuration Plan (File: 272533K.H01)
- 2. **EXHIBIT B** FEC Estimate of Costs (Est. No. 272533K 12/12/2022)
- 3. EXHIBIT C FEC Standard Reference Drawing ES8091.2 (Traffic Signal Synchronization & Railroad Joint-Use Structures)
- 4. EXHIBIT D City of Pompano Beach Pre-Emption Timing Requirements Letter (Dated 06/16/2022)
- 5. EXHIBIT E City of Pompano Roadway Traffic Signalization Design Plans (Print Dated 05/05/2022)







Estimate No.: 272533K - 12/12/2022

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		\$0.00
(Includes all design, requisition, labor, materials, shop	wiring, and installation) \$0.0	0
DESIGN - Circuit Design of Crossing Warning System SHOP WIRING - Material Requisition and Assembly	\$0.0	
CONSTRUCTION - Field Installation of Warning Devices	\$0.0	
BUZZ / FIELD TESTING - Pre-Construction Buzz Testing / Field C	Cut-Over Testing \$0.0	0
PTC - SUBDIV GIS - Subdiv Updates for Assett Changes required		
PTC - LIEE - Lab Interface End-to-End Testing of Subdiv Changes		
PTC - TMDS - Train Management Dispatching System Database a PTC - FIBER - Fiber Hot-Cut System, with Jct Box and House Late		
PTC - PIBER - Fiber Hot-Cut System, with 5ct box and House Late	\$0.0	
1.10 Biol Biopadii Condi Calcali Changos opedado		•
CROSSING SURFACE/RESURFACE		\$0.00
(Includes all design, requisition, labor, materials, and i	nstallation)	
Rail-Highway X-ing Rehabilitation & Realignment		
TRACK GRADE AND REHABILITATION		\$0.00
(Includes all design, requisition, labor, materials, and i	r (allation)	
Track Surfacing (500' Each Direction form Crossing S		
RAILROAD ENGINEERING	Authorizations, Fig. 1. hspect ons and Ad. 11 trative La	\$0.00
(Includes RAILROAD Labor for Reviewing Engineering	Authorizations, Fie anspect one and Ad. 11 trative La	ador)
	2 2 2	
PRELIMINARY ENGINEERING (Phase 1)		\$0.00
(Includes CONTRACT Labor for all Engineering, Agen	cy Coordinate and Project Manage (it)	_
AGREEMENTS & APPROVALS (Phase 2)		\$0.00
// / / CONTRACT / / // // // /	cy Cor dlightion, and Project I an igement)	
(Includes CONTRACT Labor for all Entire Pering,	by do tall facility	
CONSTRUCTION ENGINEERING (Phase 3)	(C. Scordination, and Project Management)	\$0.00
(Includes CONTRACT Labor for a singineering, Agen	c, Cordination, and Project Management)	
	3	
CONSTRUCTION ENGINEERING INSPECTION (CEI)		\$0.00
(Estimated Construction Engineering in section cost	ased on clays @ 1/10 per day)	_
, 50		
AC POWER SERVICE		\$0.00
(Includes all Power Corvice Charge not included in of	ter costs)	
OTHER (Description Required)		\$0.00
ESTIMATED RR FLAGGER 2 Days @ 1	00 per \$72,000.00	
<u> </u>	SUBTOTAL	\$0.00
	(15%) CONTINGENCY	\$0.00
TOTAL ESTIMATE COST	(15%) CONTINGENCY	
<u> </u>	PRE-APPLIED FUNDING:	\$0.00
	TOTAL BALANCE REMAINING:	\$0.00

DATE: 12/12/2022 (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.

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 - 12/12/2022

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 worst ration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date purpared. 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 progles of them. It is a way ended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate. Current blue values, and require agency's approval before any work by Railroad will commence.
- 2. This Estimate DOES NOT include Railroad Watchman Slagging a st unless a clifically to uded in line itemization. Due to the unknow duration or schedule of the Roadward's nitractor this cost in NeT Included and must be considered and will be the responsibility of the Funding/Responsible Agency. Any cost for RMS logger item ded above are estimated costs ONLY, and will be billed as actual cost incurred on simburate lent.
- 3. This Estimate DOES NOT include Permit processing and comit fees the interpretation is to be unded and performed, as applicable or required, by the Responsible Party named
- 4. This Estimate DOES NOT include Survey d/or As B fil's which is the funder and performed, as applicable or required, by the Responsible Party named.
- 5. This Estimate DOES NOT include Mainte, ince of partic (MOT) which is to be funded and performed, as applicable or required, by the Responsible Party name
- 6. This Estimate DOES NOT include Mild ion recorded for existing or natural nazar on which is to be funded and performed, as applicable or required, by the Paransible or required, by the Paransible or required, by the Paransible or required.
- 7. This Estimate DOES NOT include Sevement Marking, Striping, or Storage, which I to be funded and performed, as applicable or required, by the Fergionsible Party named
- 8. This Estimate DOES NOT include 8" core pacted #57 stone as read any subject the required as a result of demolition or construction within the FEC packets, without some to be funded an endowed applicable or required, by the Responsible Party named.
- 9. This Estimate DOES NOT in Jude According to PCC Rocalway Parament, Gureing, or Sidewalk construction required as a result of demolition or construction with the Rocal Polymers and the March Construction and the March Const



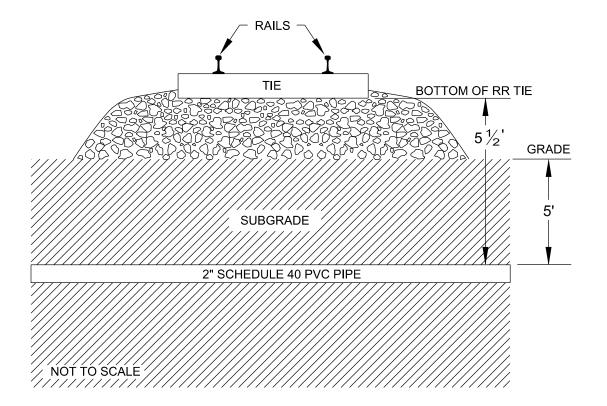
OFDER OF MAGNITUDE (OOM) ESTIMATE ONLY

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

Page 2 of 2

SPECIFICATIONS FOR THE INSTALLATION OF TRAFFIC SIGNAL SYNCHRONIZATION ALONG FLORIDA EAST COAST RAILWAY RIGHT OF WAY

FILE
ES8091.2
REVISIONS
01-11-2021 XRL/TJF



NOTES:

- 1. NO WORK WILL BE PERMITTED ON RAILROAD RIGHT-OF-WAY WITHOUT A FLAGMAN.
- 2. ALL TRAFFIC SIGNAL SYNCHRONIZATION INTERCONNECTION CABLE MUST BE ENCASED IN CONDUIT. THE CONDUIT IS TO BE A SCHEDULE 40 POLYVINYL CHLORIDE (PVC) OR EQUIVALENT.
- 3. THE CONDUIT WILL BE INSTALLED BY JACK AND BORE, OR DIRECTIONAL BORE UNDER THE TRACK STRUCTURE AT A MINIMUM DEPTH OF FIVE AND ONE HALF (5) FEET BELOW BOTTOM OF TIE. IN ADDITION, A MINIMUM DEPTH OF FIVE (5) FEET BELOW GRADE WILL BE MAINTAINED FOR THE DURATION OF THE CONDUIT RUN WHILE ON THE RIGHT OF WAY.
- 4. THE CONDUIT WILL END IN AN AT GRADE INTERCONNECTING PULL BOX, PROVIDED BY THE INSTALLING AGENCY OR DESIGNATED REPRESENTATIVE, AND SITUATED NOT GREATER THAN FIVE (5) FEET FROM THE RAILROAD'S INSTRUMENT CASE, WHERE THE INTERCONNECTION WILL BE OBTAINED.
- 5. THE INTERCONNECTION CIRCUITRY MUST BE SUCH THAT ANY BREAK IN THE CIRCUIT WILL CAUSE THE TRAFFIC SIGNAL TO ENTER THE PREEMPTION MODE.
- A. ALL NEW INSTALLATIONS WILL UTILIZE A DUAL BREAK CIRCUIT DESIGN CONSISTING OF 1 SET OF NORMALLY CLOSED DRY CONTACTS IN LINE WITH THE SIGNAL CONTROL HOT OR POSITIVE LEG AND 1 SET OF NORMALLY CLOSE DRY CONTACTS IN LINE WITH THE SIGNAL CONTROL RETURN OR NEGATIVE LEG.
- B. IN EXISTING LOCATIONS WHERE A SINGLE BREAK CIRCUIT IS UTILIZED, THE CONTROL SIGNAL BEING SENT TO THE RAILROAD'S INSTRUMENT CASE MUST BE AT A POTENTIAL OTHER THAN NEUTRAL OR GROUND.
- 6. THE RAILROAD WILL PROVIDE AND MAINTAIN ONE OR TWO SETS OF NORMALLY CLOSED DRY CONTACTS AS REQUIRED BY APPROVED CIRCUIT DESIGN. THEY WILL ALSO PROVIDE AND MAINTAIN THE CABLE AND CONDUIT BETWEEN THE PULL BOX AND THE RAILROAD GRADE CROSSING INSTRUMENT CASE.
- 7. THE PREEMPTION TIME REQUIRED FROM THE RAILROAD WILL BE DETERMINED BY THE ENTITY/AGENCY RESPONSIBLE FOR THE SYNCHRONIZED TRAFFIC SIGNALS AND WILL BE INCLUDED IN ANY SYNCHRONIZATION AGREEMENT WITH THE RAILROAD.
- 8. ANY DEVIATION OR MODIFICATIONS TO THESE SPECIFICATIONS MUST BE APPROVED, IN ADVANCE, BY THE FEC CHIEF ENGINEER, SIGNAL AND COMMUNICATIONS.

RAILROAD JOINT-USE STRUCTURES (RAILROAD CANTILEVER OR TRUSS W/ROADWAY TRAFFIC SIGNALS MOUNTED EXTERNALLY)









NOTES:

- 1. NO WORK WILL BE PERMITTED ON RAILROAD RIGHT-OF-WAY WITHOUT A FLAGMAN.
- 2. THE CANTILEVER STRUCTURE WILL BE OWNED AND MAINTAINED BY THE RAILROAD AUTHORITY.
- 3. ALL CONDUIT, BRACKETS, CABLE, ETC, REQUIRED FOR THE TRAFFIC SIGNAL MOUNTING ON THE RAILROAD CANTILEVER WILL BE EXTERNAL OF THE RAILROAD CANTILEVER, AND CAN ONLY BE "CLAMP-ON" TYPE BRACKETS.
- 4. THE TRAFFIC SIGNAL SYSTEM AND APPARATUS WILL BE INDEPENTDENT AND ISOLATED FROM ALL RAILROAD EQUIPMENT WIRING AND APARATUS.
- 5. PLACEMENT OF HIGHWAY TRAFFIC SIGNALS TO BE INSTALLED ON THE RAILROAD CANTILEVERS IS AN ACCEPTABLE SOLUTION TO THE TRAFFIC SITUATION AS LONG AS THE FOLLOWING ARE OBSERVED AND PERFORMED BY THE DEPARTMENT OR CITY.
 - A. EXTERIOR CONDUITS MUST BE USED FOR ELECTRICAL CIRCUITS TO LAMPS.
 - B. NO HOLES WILL BE MADE IN RAILROAD CANTILEVERS FOR THE MOUNTING OF LAMPS, BRACKETS OR CONDUITS. STAINLESS STEEL BUCKLES, BANDING, BRACKETS AND HARDWARE MUST BE USED TO ATTACH TRAFFIC LAMPS AND CONDUIT TO THE RAILROAD CANTILEVER SIGNAL.
 - C. NO PLATED, COATED OR GALVANIZED BOLTS OR FASTENINGS WILL BE PERMITTED.
 - D. TRAFFIC LIGHT AND MOUNTING ASSEMBLY CANNOT WEIGH MORE THAN FIFTY POUNDS
 - E. THE ALIGNMENT OF THE TRAFFIC SIGNALS HORIZONTALLY SHOULD ALTERNATE BETWEEN THE FIXED RAILROAD FLASHING LIGHTS.
 - F. THE ALIGNMENT OF THE TRAFFIC SIGNALS APPARATUS AND MOUNTING HARDWARE SHALL PROVIDE A MINIMUM OF 17' VERTICAL CLEARANCE FROM THE ROADWAY.

EXHIBIT C



ENGINEERING SERVICES STANDARDS REFERENCE MANUAL Authorized:

Authorized:

Assistant Chief Engineer - Design and Construction

The material and equipment shown herein must meet or exceed all quality requirements. Any deviation from these standards must be submitted in writing and approved by the Railroad Director of Engineering Services prior to use.

MISCELLANEOUS

TRAFFIC SIGNAL SYNCHRONIZATION & RAILROAD JOINT USE STRUCTURES

ES8091.2

SERIES 8000

SH. 1 OF 1



To: FEC Railway

From: John Sfiropoulos, City Engineer

Date: June 16, 2022

Subject: RE: MUN-City of Pompano Beach- SR 814 (Atlantic Boulevard) DOT #272533K

RR MP: 333.14 (+754')- FEC# 2290272 XRL# 112015 Agency #044203011

This project is located at the intersection of Atlantic Boulevard and Dixie Highway in the City of Pompano Beach. The City of Pompano Beach acquired the traffic signal at this location from FDOT in 2016. The City of Pompano Beach is considered the Roadway Authority.

The existing signal timing parameters were previously implemented by the Broward County Traffic Engineering Division. Pre-Emption interconnection exists and no Traffic Signalization pre-emption timing changes are proposed per our Engineering Design Consultant, Kimley-Horn, and this statement was confirmed by the Broward County Traffic Engineer.

Roadway Authority Representative: John Sfiropoulos, City Engineer

Roadway Authority Representative Signature:

Date: June 16, 2022



DIXIE HWY CORRIDOR **IMPROVEMENTS**

PROJECT #: 19355 PREPARED FOR:

THE CITY OF POMPANO BEACH

(SEGI DIXIE HWY FROM POMPANO PAR ATLANTIC BLVD FROM NW

SECTION 2 AND 35, TOWNS

PROJECT TEAM

received

JTILITY PROVIDERS

CITY OF POMPANO BEACH CITY OFFICALS

PERMIT SET FOR REVIEW NOT FOR CONSTRUCTION





O NW 10TH ST

SS ROAD

NGE 42E

IO. SHEET TITLE Cover Sheet

be updated

PROJECT NUMBER 19856 (GITY OF POMPANO BEACH) PROJECT LOCATION DIXIE HWY FROM MCNAB RD TO SAMPLE RD ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS RD PROJECT DIXIE HWY CORRIDOR IMPROVEMENTS

pempano beach

PREPARED BY:
Kimley » Horn

SIGNALIZATION PLANS

