



**RELEASE AND INDEMNIFICATION AGREEMENT
PERMISSION TO ENTER PROPERTY**

WHEREAS, the undersigned real property owner, FLORIDA EAST COAST RAILWAY, L.L.C., a Florida limited liability company ("RAILWAY"), hereby grants to BROWARD COUNTY, a political subdivision of the State of Florida, its agents, representatives and contractors ("PERMITTEE") permission to enter the RAILWAY's right of way property located at or near HOLLYWOOD, (Broward), FL – Johnson Street – DOT#: 272584V, MP#, 348.27 (+1410') ("Property").

WHEREAS, PERMITTEE does hereby acknowledge and appreciate the risks and hazards incident with coming on the property of RAILWAY, including an awareness of the activity in the area resulting from the operation of RAILWAY's equipment.

WHEREAS, PERMITTEE, does hereby agree at all times to exercise due care for their own personal safety and the safety of others working on RAILWAY's Property.

WHEREAS, this permission is specifically limited to the following activities that may be performed by PERMITTEE as described below ("Activity").

The PERMITTEE will be performing sidewalk modifications, ADA wheelchair ramps, and harmonization of the common property line, pavement markings and restriping, traffic signalization adjustments, including (2) existing Conduit Runs under the Tracks, and (2) existing conduit runs parallel to the tracks, all within the RAILWAY property, and permitted under existing Synchronization Agreement dated February 2, 1984 between the Railway and the Permittee. The Activity described above will be performed per PERMITTEE plans prepared under PERMITTEE project No. 003144, approved by the RAILWAY, a representative portion of which are attached as Exhibit A, with the complete approved plans incorporated herein by reference.

NOW, THEREFORE, in consideration of the granting of such permission, revocable at the pleasure of the RAILWAY, PERMITTEE agrees to:

1. Assume all risks involved and to be fully responsible for their own safety and that of their agents, contractors and employees, if any, hereby releasing, indemnifying and hold harmless the RAILWAY, its successors and assigns, from any and all liability, claims and demands of whatever nature, costs and expenses, including reasonable attorney fees, whether for personal injury or death of employees or any loss or damage to personal property arising from or in connection with the use or occupancy of RAILWAY's Property, or from ingress or egress from the Property, except to the extent caused by the gross negligence or willful misconduct of RAILWAY or its employees, agents or representatives ("Affiliates"), and hereby assumes full responsibility for any accident, death, dismemberment, temporary or permanent disability resulting to any servants, agents or designated employees as a result of the permission granted herein except to the extent caused by the gross negligence and willful misconduct of RAILWAY or its Affiliates.

2. PERMITTEE agrees that at all times while on the Property of the RAILWAY, they will conduct themselves in a businesslike manner, performing such work as they are competent to perform. PERMITTEE may enter the Property only during normal business hours and should make arrangements to enter the Property at other times after agreement from the RAILWAY. In addition, prior to entering into, or working on or near the RAILWAY's right of way, PERMITTEE will need to contact Florida Sunshine at 1-800-432-4770 for utility locates, as you will be working around live fiber optic cables at this location. The RAILWAY's signal cables are not listed with Sunshine and require a separate locate. Call 1-800-342-1131 ext 2377 and selection option 1 to schedule a signal cable locate. Call the same number, 1-800-342-1131 ext 2377 and select option 2 for a watchman. The watchman will have to be scheduled 72 hours in advance of the start date of the Project. To maintain a safe working environment, a watchman will have to be present anytime PERMITTEE is working within RAILWAY's right of way and PERMITTEE must be accompanied by a representative of RAILWAY at all times while on the property of RAILWAY. The cost of a watchman is approximately \$1,200 per day and is the sole responsibility of the PERMITTEE.

- a. All persons working within RAILWAY's right of way must wear protective protection equipment (PPE) at all times to include:
 - Orange hard hat with reflective band
 - Safety glasses with side shields
 - Orange safety vest
 - Steel toed boots with minimum 6" cuff and non-slip tread
 - Hearing protection as needed
- b. Prior to commencing Activity, PERMITTEE will provide RAILWAY with proof of insurance.

3. Upon completion of the Activities, PERMITTEE agrees to vacate the Property and will restore the Property in as near as practicable to its condition immediately prior to the commencement of the Activities.

4. The RAILWAY, at the expense of the PERMITTEE will perform all necessary plan reviews, engineering review, including administrative tasks, as well as have RAILWAY Forces perform any temporary or permanent signal modifications or adjustments to accommodate the PERMITTEE's work. The cost for this work is estimated to be a total of **\$43,518.04, with a current remaining balance of \$40,045.74 to be paid,** all costs of which are shown on the attached as Exhibit B and incorporated herein by reference, in which these costs will be the sole responsibility of the PERMITTEE and payable to the RAILWAY in advance with this executed Release and Indemnification Agreement Permission to Enter Property.

5. The PERMITTEE 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 attorney's 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 ACTIVITY, the performance of work by the RAILWAY required to be performed by the PERMITTEE hereunder, or the use of the RAILWAY property or the PERMITTEE 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 PERMITTEE shall have no indemnification obligation for the intentional, wrongful acts of the RAILWAY.

- i. The PERMITTEE 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 PERMITTEE, each and every one of the terms and conditions included on the document entitled "FLORIDA EAST COAST RAILWAY, L.L.C. INSURANCE REQUIREMENTS" attached hereto, and made a part hereof as Exhibit D.

6. (a) The PERMITTEE, at its own cost and expense, when performing any work in connection with the ACTIVITY shall request the RAILWAY to furnish any necessary construction flagmen 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 ACTIVITY.

- i. (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 flagmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal associated with the ACTIVITY, the RAILWAY shall have the right to place such construction flagmen, or other persons at the sole cost and expense of the PERMITTEE. Upon receipt of a bill from RAILWAY, the PERMITTEE shall promptly pay the RAILWAY the full cost and expense of such construction flagmen. The furnishing or failure to furnish construction flagmen, or other persons by the RAILWAY under this paragraph, however, shall not release the PERMITTEE from any and all other liabilities assumed by the PERMITTEE under the terms of this AGREEMENT, including its obligations under Paragraph 5 hereof. The PERMITTEE 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 or perform any work associated with the ACTIVITY to perform work under this AGREEMENT in order that proper warning may be provided for trains. In emergency situations, the PERMITTEE shall give the RAILWAY telephonic notice. The PERMITTEE 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 PERMITTEE.

7. This Agreement will become effective as of the _____ day of _____, 2022, and shall continue in effect beginning from the first entry onto RAILWAY'S property until the matter for which was the basis for the issuance of this Release and Indemnification Agreement has been completed or the Agreement is canceled by the RAILWAY.

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IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2022.

Signature of Florida East Coast Railway, LLC

Signature of Witness

Print Name

Date

Print Name

Date

Accepted by PERMITTEE by the following authorized agent:

Signature of PERMITTEE Representative

Signature of Witness

Print Name

Date

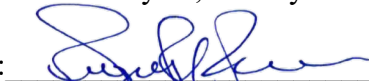
Print Name

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", ".jpg", or ".tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By: _____



Angela J. Wallace,
Transportation Surtax General Counsel

PUBLIC WORKS DEPARTMENT
HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

CONTRACT PLANS

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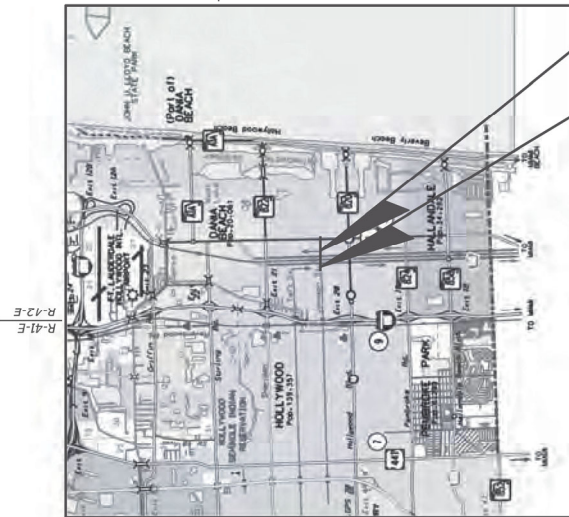
GOVERNING STANDARDS AND SPECIFICATIONS:

All MOT and construction work performed in Broward County Right of Way Shall be in accordance with the governing standards and specifications: Exhibit 25A, Broward County administration code, Florida Department of Transportation 2020-2021 Standard Plans, and Standard Specifications for Road and Bridge Construction dated July 2020, as amended in the contract documents.

For Standard Plans click on the "Standard Plans" link at the following website:
<http://www.fdot.gov/design/standardplans/>

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following website:
<http://www.fdot.gov/programmanagement/>

BROWARD COUNTY PROJECT NO. 3144
JOHNSON STREET AT DIXIE HIGHWAY,
FEC RAILWAY AND NORTH 21ST AVENUE
INTERSECTION IMPROVEMENTS



T-50-S
T-51-S

T-50-S
T-51-S

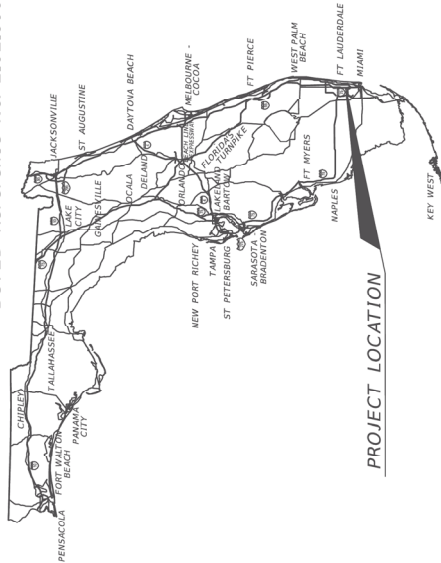
END PROJECT
STATION 19+60.00
@ JOHNSON STREET
BEGIN PROJECT
STATION 11+00.00
@ JOHNSON STREET

KEY SHEET REVISIONS	
DATE	DESCRIPTION

FINAL PLANS JULY 2, 2021

BROWARD COUNTY PROJECT MANAGER: CAROLINA VARGAS, P.E.

BCTD Reference No. 210216061



PROJECT LOCATION

SHOP DRAWINGS
TO BE SUBMITTED TO:

MOHAMMAD SHAHEED PERVEZ, P.E.
HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION
ONE NORTH UNIVERSITY DRIVE
PLANTATION, FL 33324

ROADWAY AND SIGNING AND PAVEMENT MARKINGS
ENGINEER OF RECORD: MOHAMMAD SHAHEED PERVEZ, P.E.

P.E. NO.: 64047

SIGNALIZATION
ENGINEER OF RECORD: REBECCA MARTINEZ, P.E., PTOE

P.E. NO.: 76582

PLANS PREPARED BY:
BROWARD COUNTY PUBLIC WORKS
HIGHWAY CONSTRUCTION & ENGINEERING DIVISION
ONE N. UNIVERSITY DRIVE, BOX 8300
PLANTATION, FL 33324



NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

FISCAL YEAR	SHEET NO.
21	1

BTCTD Reference No. 210216061

FEC RAILROAD GENERAL NOTES

1. PRIOR TO ENTERING INTO, OR WORKING WITHIN, ABOVE, BELOW, ADJACENT TO, OR WITHIN REACH OR POTENTIAL TO FOUL (EQUIPMENT WITH EXTENDABLE, OR FIXED BOOM LENGTHS THAT BY DESIGN FROM THE ROW COULD ENTER INTO) THE RAILWAY'S RIGHT-OF-WAY, THE CONTRACTOR WILL NEED TO CONTACT FLORIDA SUNSHINE AT 1-800-432-4770 FOR UTILITY LOCATES, AS THE CONTRACTORS WILL BE WORKING AROUND LIVE FIBER-OPTIC CABLES AT THIS LOCATION. THE RAILWAY'S SIGNAL CABLES ARE LOCATED IN THE RIGHT-OF-WAY AND REQUIRE A SEPARATE LOCATE. CALL 1-800-342-1131 EXT. 2377 AND SELECT OPTION 1 JACKSONVILLE, FL 32256

TRANSMITTAL AND COI MUST CLEARLY INDICATE THE PROJECT IT IS BEING SUBMITTED FOR, SINCE FEC HAS NUMEROUS PROJECTS IN PROGRESS THROUGHOUT THEIR SYSTEM, WITH MULTIPLE AGENCIES, THEIR CONTRACTORS AND SUBCONTRACTORS, IF THE SPECIFIC PROJECT IS NOT CLEARLY IDENTIFIED, THE INSURANCE SUBMITTAL AND COI WILL NOT BE ABLE TO BE REVIEWED IN A TIMELY MANNER. TO SCHEDULE A SIGNAL CABLE LOCATE, CALL THE SAME NUMBER, 1-800-342-1131 EXT. 2377, AND SELECT OPTION 2 FOR A WATCHMAN. THE WATCHMAN WILL HAVE TO BE SCHEDULED 72 HOURS IN ADVANCE OF THE START DATE FOR THE WORK. TO MAINTAIN A SAFE WORKING ENVIRONMENT, A WATCHMAN WILL HAVE TO BE PRESENT ANYTIME THE CONTRACTORS ARE WORKING WITHIN THE RAILWAY'S RIGHT-OF-WAY. CONTRACTORS MUST MAINTAIN A WATCHMAN AT ALL TIMES THROUGHOUT THE PROJECT. THE WATCHMAN SHALL BE REQUIRED BY THE FEC AT THE TIME OF CONSTRUCTION. ADDITIONALLY, THE USE OF PERSONAL PROTECTION EQUIPMENT (PPE) WILL BE REQUIRED BY ALL CONTRACTORS WORKING ON THE RAILWAY'S RIGHT-OF-WAY. PPE INCLUDES THE FOLLOWING ITEMS:

- a. ORANGE HARD HAT WITH REFLECTIVE BAND
- b. SAFETY GLASSES WITH SIDE PROTECTION.
- c. STEELED BOOTS WITH MINIMUM 6" CUFF AND NON-SLIP TREAD.
- e. HEARING PROTECTION AS NEEDED.

WATCHMAN SERVICES ARE CHARGED ON A "PER DAY" RATE AND INVOICED DIRECTLY TO THE RAILROAD AUTHORITY AT THE COMPLETION OF THE PROJECT. AS INFORMATION, THE COST FOR A WATCHMAN IS APPROXIMATELY AS SHOWN IN THE BELOW CHART:

DAILY RATES	0-10 HOURS	OVERTIME RATE
THESE RATES ARE INCURRED FOR 0 - 10 HOURS, AFTER 10 HOURS,	\$1,200.00/WEEKDAY	\$180.00/HOUR
TIME WILL BE CHARGED IN ONE-HOUR INCREMENTS AT THE	\$1,700.00/SATURDAY	\$255.00/HOUR
OVERTIME RATE.	\$2,000.00/SUNDAY	\$300.00/HOUR

HOLIDAY RATES

RAILROAD HOLIDAYS INCLUDE: NEW YEAR'S EVE, NEW YEARS DAY, PRESIDENT'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS EVE AND CHRISTMAS DAY	0-10 HOURS	OVERTIME RATE
	\$2,000.00/HOLIDAY	\$300.00/HOUR

THE CONTRACTOR MUST ESTIMATE THE NUMBER OF DAYS A WATCHMAN WILL BE REQUIRED AND BUDGET FOR THIS COST.

2. PRIOR TO ANY WORK COMMENCEMENT OR SCHEDULING, ALL CONTRACTORS AND/OR SUBCONTRACTORS MUST HAVE SUBMITTED AND RECEIVED FEC WRITTEN APPROVAL OF THE NECESSARY INSURANCE REQUIREMENTS AS IDENTIFIED IN THE DOCUMENT ENTITLED: "FLORIDA EAST COAST RAILWAY INSURANCE REQUIREMENTS". CONTRACTORS OR SUBCONTRACTORS INSURANCE SHALL INCLUDE FOR REVIEW AND APPROVAL BY FEC RISK MANAGEMENT THE FOLLOWING:

- a. INCLUDE THE CERTIFICATES OF INSURANCE FOR EACH POLICY AS STATED IN THE FEC INSURANCE REQUIREMENTS.
- b. INCLUDE ALL NECESSARY WAIVERS OF SUBROGATION FOR ANY POLICIES REQUIRING SUCH.
- c. INCLUDE POLICY AND COI FOR THE REQUIRED RAILROAD PROTECTIVE LIABILITY (RPL) POLICY TO MEET THE LIMITS STATED IN THE FEC INSURANCE REQUIREMENTS.
- d. IN THE FEC INSURANCE REQUIREMENTS.
- e. THE RAILROAD EAST COAST RAILWAY, LLC.

7150 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32256
FEC PROJECT #: <2290219>
ENSURE THAT ALL INSURANCE MEETS OR EXCEEDS THE LIMITS STATED IN THE FEC INSURANCE REQUIREMENTS DOCUMENT.
9. CROSSING INVENTORY NUMBER, FEC RAILWAY PROJECT NUMBER, AS WELL AS THE RAILROAD AGENCY PROJECT NUMBER AS APPLICABLE TO THE PROJECT THE SUBMITTAL IS INTENDED.

h. WORK THAT SPECIFIC CONTRACTOR OR SUB-CONTRACTOR WILL BE PERFORMING WITHIN OR ADJACENT TO THE RAILWAY'S ROW AND PROPERTY. THAT ALL CONTRACTORS OR SUB-CONTRACTORS THAT WILL BE WORKING WITHIN, ABOVE, BELOW, OR ADJACENT TO THE RAILWAY ROW AND PROPERTY OR WOULD HAVE THE POTENTIAL OF WORKERS OR EQUIPMENT (WITH FILED OR EXTENDABLE BOOM) TO FOUL OR ENTER INTO THE RAILWAY'S ROW AND PROPERTY HAVE HAD THEIR INSURANCE SUBMITTED AND APPROVED BY FEC RAILWAY PRIOR TO ANY WORK COMMENCING. FEC WILL NOT BE RESPONSIBLE FOR DELAYS IN WORK DUE TO THE DELAY IN SUBMITTING OR INSUFFICIENT TIME FOR FEC TO REVIEW ALL INSURANCE SUBMITTALS.

THE INSURANCE DOCUMENT SUBMITTAL SHOULD BE MAILED OR E-MAIL TO THE FOLLOWING FOR REVIEW BY FEC RISK MANAGEMENT

IF BY MAIL DELIVERY:

DANIEL FETAHOVIC
PUBLIC: PROJECT'S ENGINEER
FLORIDA EAST COAST RAILWAY
ENGINEERING DEPARTMENT
7150 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32256

WITH DUPLICATE COPY TO:

TERRY FRANK
DIRECTOR OF ENGINEERING
XORAIL, INC.
5011 SATE PARKWAY, BLDG. 100, STE. 400

IF BY ELECTRONIC SUBMITTAL:

DANIEL.FETAHOVIC@FECRWY.COM

WITH CC TO:

FEC-PM@XORAIL.COM

3. THE FOLLOWING ITEMS WILL APPLY TO ALL WORK PERFORMED WITHIN RAILWAY PROPERTY:

- a. DURING TRAIN MOVEMENTS THROUGH THE PROJECT LOCATION, VEHICLES, EQUIPMENT, AND PERSONNEL WILL NOT BE ALLOWED TO OPERATE.
- c. ANY DAMAGE CAUSED BY THE ROADWAY WORK TO THE TRACK OR RAILWAY PROPERTY WILL REQUIRE REPAIR IMMEDIATELY UPON NOTIFICATION FROM THE RAILWAY OR THEIR DESIGNATED PERSONNEL OR CONTRACTOR. IF THE DAMAGE AFFECTS THE TRACK, TRACK STRUCTURE, RAILWAY FACILITIES, OR TRAIN OPERATIONS AS DETERMINED BY THE RAILWAY, THE REPAIRS WILL BE PERFORMED BY THE RAILWAY AT THE CONTRACTOR EXPENSE INCLUDING ALL ASSOCIATED COSTS OF DELAYS OF THE RAILWAY.

ROADWAY CONTACT INFORMATION:

DANIEL FETAHOVIC – PUBLIC PROJECTS ENGINEER
FLORIDA EAST COAST RAILWAY
10000 W. UNIVERSITY BLVD.
JACKSONVILLE, FL 32256
OFFICE: 904-279-3196
E-MAIL: DANIEL.FETAHOVIC@FECRWY.COM

5. TRACK AND GRADE CROSSING SURFACE WORK TO INCLUDE NEW CONCRETE CROSSING PANEL INSTALLATION (OWNI TYPE ECR) WILL BE REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED ROADWAY IMPROVEMENTS. THE INSTALLATION WILL REQUIRE ROAD CLOSURE FOR A MINIMUM OF 4 DAYS. THE ROADWAY APPROACHES TO THE RAIL CROSSING SHOULD NOT BE COMPLETED UNTIL THE TRACK SURFACING AND CONCRETE CROSSING PANELS INSTALLATION HAS BEEN COMPLETED. THE ROADWAY DESIGN NECESSARY TO MEET THE REVIEW AND APPROVAL OF MAINTENANCE OF TRAFFIC, AND ADJUSTMENTS TO THE ROADWAY DESIGN NECESSARY TO MEET THE CROSSING SURFACE AND TRACK GRADE ELEVATION AS INSTALLED. SEE STANDARD DRAWINGS ES6005.1 ES6007.1 FOR DETAILS.

6. ROADWAY AUTHORITY WILL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH TRIMMING/CLEARING OF ALL VEGETATION WITHIN ALONG TRACK IN EACH DIRECTION FROM THE CROSSING. VEGETATION TRIMMING/CLEARING WITHIN THE RAILWAY RIGHT-OF-WAY WILL BE PERFORMED BY RAILWAY FOR-ES OR RAILWAY AUTHORIZED CONTRACTOR.

7. THE CONTRACTOR MUST BE AWARE AND ENSURE THAT ANY EXISTING OR PROPOSED PLANTING OR PLACEMENT OF LANDSCAPING, LIGHTING FIXTURES, SIGNAGE, OR ANY DEVICE OR SIGN THAT WILL OR HAS THE POTENTIAL TO OBSTRUCT THE SIGHT PREVIEW OF THE CROSSING WARNING DEVICES WITHIN 500 FEET IN APPROACH TO THE CROSSING IS TO BE REMOVED OR RELOCATED TO PREVENT THE OBSTRUCTION IT CREATES. THE CONTRACTOR MUST NOTIFY THE ROADWAY AUTHORITY IN WRITING AND OBTAIN APPROVAL PRIOR TO ANY REMOVAL THAT IS NOT SHOWN IN THIS SET OF PLANS.

8. CURB & GUTTER, SIDEWALK, MASONRY STRUCTURES, OR UTILITIES SHALL NOT BE CONSTRUCTED WITHIN 12 FEET OF THE CENTERLINE OF THE NEAREST RAILWAY TRACK AS MEASURED PERPENDICULAR TO THAT TRACK. THE SIDEWALK, CURBS AND MEDIANS WILL BE REQUIRED TO END AT THE 12-FOOT DISTANCE. ASPHALT PAVEMENT SECTIONS, UTILIZED BY THE RAILWAY IN THE SPACE BETWEEN THE MASONRY CONSTRUCTION ENDING AND THE CROSSING PANEL SECTIONS. ADDITIONALLY, THE MEDIAN TREATMENT MUST BE IN COMPLIANCE WITH STANDARDS. SEE STANDARD DRAWINGS SC600.1, SC620.1, AND SC650.1 FOR DETAILS.

9. NO TRESPASSING SIGNS WILL BE INSTALLED AT ALL FOUR QUADRANTS OF THE ROADWAY CROSSING. INSTALLATION WILL BE PERFORMED BY RAILWAY FORCES OR RAILWAY AUTHORIZED CONTRACTOR. THIS WORK WILL BE AUTHORIZED AND COMPLETED BY THE RAILWAY AND THE ROADWAY AUTHORITY SHALL BE INVOICED FOR ALL COSTS ASSOCIATED WITH THIS INSTALLATION.

10. ALL PROPOSED CONDUITS UNDERNEATH THE EXISTING RAILROAD TRACKS, IF INSTALLED BY JACK AND BORE METHOD, SHALL BE INSTALLED TO A MINIMUM VERTICAL COVER OF 10 FEET BELOW THE BOTTOM OF TIE TO TOP OF CONDUIT OR CASING AND EXTEND TO THE RAILWAY RIGHT-OF-WAY. SHOW IN THE STAKEARDS REFERRED BELOW PLEASE SEE STANDARD DRAWINGS ES8000.5 AND ES8090.6 AND GENERAL SPECIFICATIONS FOR SUB-GRADE AND ABOVE GRADE UTILITY CROSSINGS OF RAILWAY RIGHT-OF-WAY FOR DETAILS.

NOTE - A PE CERTIFIED DEWATERING SYSTEM SHALL BE UTILIZED, WITH ADDITIONAL CONSIDERATION OF SOIL STABILIZATION IN THE RAILWAY PROPERTY OR WHEN SOIL CONDITIONS AND/OR WATER TABLE EFFECTS ARE NOT MANAGEABLE BY STANDARD METHODS. RAILWAY, AT THEIR SOLE DISCRETION, HAS THE AUTHORITY TO REQUIRE ADDITIONAL DEWATERING AND/OR SOIL STABILIZATION SYSTEMS TO BE UTILIZED IF AT ANY TIME THE PROJECT WORK IT IS DEEMED NECESSARY TO ENSURE THE SAFETY AND PROTECTION OF THE RAILWAY PROPERTY AND TRACK. PLEASE SEE FEC DOCUMENT: GENERAL SPECIFICATIONS FOR SUB-GRADE AND ABOVE GRADE UTILITY CROSSINGS OF RAILWAY'S RIGHT-OF-WAY, APPENDIX A AND APPENDIX B RELATED TO THESE REQUIREMENTS.

11. ALL PROPOSED CONDUITS UNDERNEATH THE EXISTING RAILROAD TRACKS, IF INSTALLED BY THE DIRECTIONAL BORE METHOD, SHALL PROVIDE A MINIMUM VERTICAL COVER OF 10 FEET BELOW THE BOTTOM OF TIE TO TOP OF CONDUIT OR CASING AND EXTEND TO MINIMUM 25 FEET HORIZONTALLY BEYOND THE CENTERLINE OF THE TRACK (MEASURED PERPENDICULAR TO TRACK) BEFORE TRANSITIONING TO A 5:3 FOOT MINIMUM VERTICAL COVER THROUGHOUT THE REMAINDER OF THE RAILWAY RIGHT-OF-WAY AS SHOWN IN THE STAKEARDS REFERRED BELOW. PLEASE SEE STANDARD DRAWINGS ES8000.4 FOR DETAILS. IF DIRECTIONAL BORE CONDUIT INSTALLED FOR USE OF TRAFFIC SIGNAL INTERCONNECTION CABLE: SEE SPECIFICATIONS FOR THE INSTALLATION OF TRAFFIC SIGNAL SYNCHRONIZATION ALONG FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY.

NOTE - A PE CERTIFIED DEWATERING SYSTEM SHALL BE UTILIZED, WITH ADDITIONAL CONSIDERATION OF SOIL STABILIZATION IN THE RAILWAY PROPERTY OR WHEN SOIL CONDITIONS AND/OR WATER TABLE EFFECTS ARE NOT MANAGEABLE BY STANDARD METHODS. THE RAILWAY, AT THEIR SOLE DISCRETION, HAS THE AUTHORITY TO REQUIRE ADDITIONAL DEWATERING AND/OR SOIL STABILIZATION SYSTEMS TO BE UTILIZED IF AT ANY TIME THE PROJECT WORK IT IS DEEMED NECESSARY TO ENSURE THE SAFETY AND PROTECTION OF THE RAILWAY PROPERTY AND TRACK. PLEASE SEE FEC DOCUMENT: GENERAL SPECIFICATIONS FOR SUB-GRADE AND ABOVE GRADE UTILITY CROSSINGS OF RAILWAY'S RIGHT-OF-WAY, APPENDIX A AND APPENDIX B RELATED TO THESE REQUIREMENTS.

DRAINAGE REQUIREMENTS:

- a. NO STORM WATER MAY BE DIRECTED TOWARDS OR ALLOWED TO STAND OR POND WITHIN THE RAILWAY RIGHT-OF-WAY. EARTH SWALES OR CONCRETE OR ASPHALT GUTTERS SHALL BE USED TO CONVEY STORM WATER TO MUNICIPAL OR PRIVATE COLLECTION SYSTEMS OR STORAGE PONDS OUTSIDE THE RAILWAY RIGHT-OF-WAY. STRUCTURE, AT NOT ANY TIME SHALL ANY STORM WATER BE DIRECTED TOWARDS THE RAILWAY CROSSING SURFACE OR TRACKS STRUCTURE.
- b.

REVISIONS		PUBLIC WORKS DEPARTMENT		GENERAL NOTES		SHEET NO.
DATE	DESCRIPTION	HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION	COUNTY ROAD PROJECT NO.	COUNTY ROAD PROJECT NO.		
		JOHNSON ST AT DIXIE HWY, FEC RAILWAY AND N 21 AVE	003144			10

BC TED Reference No. 210216061

13. THE CONTRACTOR, SHALL NOT BE ALLOWED TO PERFORM TEMPORARY LANE CLOSURES, LANE SHIFTS, OR DETOUR ROUTES WITHIN THE RAILWAY RIGHT-OF-WAY WITHOUT PRIOR AUTHORIZATION FROM THE RAILWAY'S SIGNAL DEPARTMENT PERSONNEL. THE CONTRACTOR WILL BE REQUIRED TO CONTACT THE FOLLOWING RAILWAY PERSONNEL TO COORDINATE THIS PHASE OF THE PROJECT.

ANDY FOWLER, CHIEF ENGINEER SIGNALS AND COMMUNICATIONS
FLORIDA EAST COAST RAILWAY
7150 PHILIPS HIGHWAY
JACKSONVILLE, FLORIDA 32226
OFFICE: 904-279-3182
MOBILE: 904-669-1199
E-MAIL: ANDY.FOWLER@FECRWY.COM

AND

FOR RAILWAY MILEPOST 282+226+ TO 368+305+
CONRAD YOUNG, SIGNAL SUPERVISOR SOUTH END
FLORIDA EAST COAST RAILWAY
353 FLORIDA AVENUE
FT. PIERCE, FL 34950
MOBILE: 386-527-1384
E-MAIL: CONRADYOUNG@FECRWY.COM

14. THE INSTALLATION OF INDUCTION OR TRAFFIC LOOP DETECTION SYSTEMS BY THE CONTRACTOR WITHIN THE RAILWAY RIGHT-OF-WAY SHALL REQUIRE ALL SUCH EQUIPMENT OR INSTALLATION TO MAINTAIN A MINIMUM 15-FOOT SETBACK FROM THE NEAREST RAIL OR ON THE APPROACH SIDE OF THE CROSSING WARNING DEVICE, WHICHEVER IS GREATEST. NO INDUCTION OR TRAFFIC LOOP DETECTION SYSTEM EQUIPMENT OR INSTALLATION SHALL BE ALLOWED TO BE PLACED WITHIN THE RAILS OR BETWEEN TRACKS. THE RAILWAY IS NOT RESPONSIBLE FOR DAMAGE TO TRAFFIC LOOP SENSORS.

15. THE TRAFFIC SIGNALIZATION SYNCHRONIZATION CONDUIT SHALL BE INSTALLED BY JACK AND BORE OR DIRECTIONAL BORE UNDER THE TRACK STRUCTURE AT A MINIMUM DEPTH OF 5.5 FEET BELOW BOTTOM OF TIE, OR A MINIMUM DEPTH OF 5 FEET BELOW GRADE WILL BE MAINTAINED FOR THE DURATION OF THE CONDUIT RUN WHILE ON THE RIGHT OF WAY (WHICHEVER IS GREATER). PLEASE SEE SPECIFICATIONS FOR THE INSTALLATION OF TRAFFIC SIGNAL SYNCHRONIZATION ALONG FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY FOR DETAILS.

16. THE FOLLOWING MINIMUM TEMPORARY CLEARANCES SHALL BE MAINTAINED DURING CONSTRUCTION.

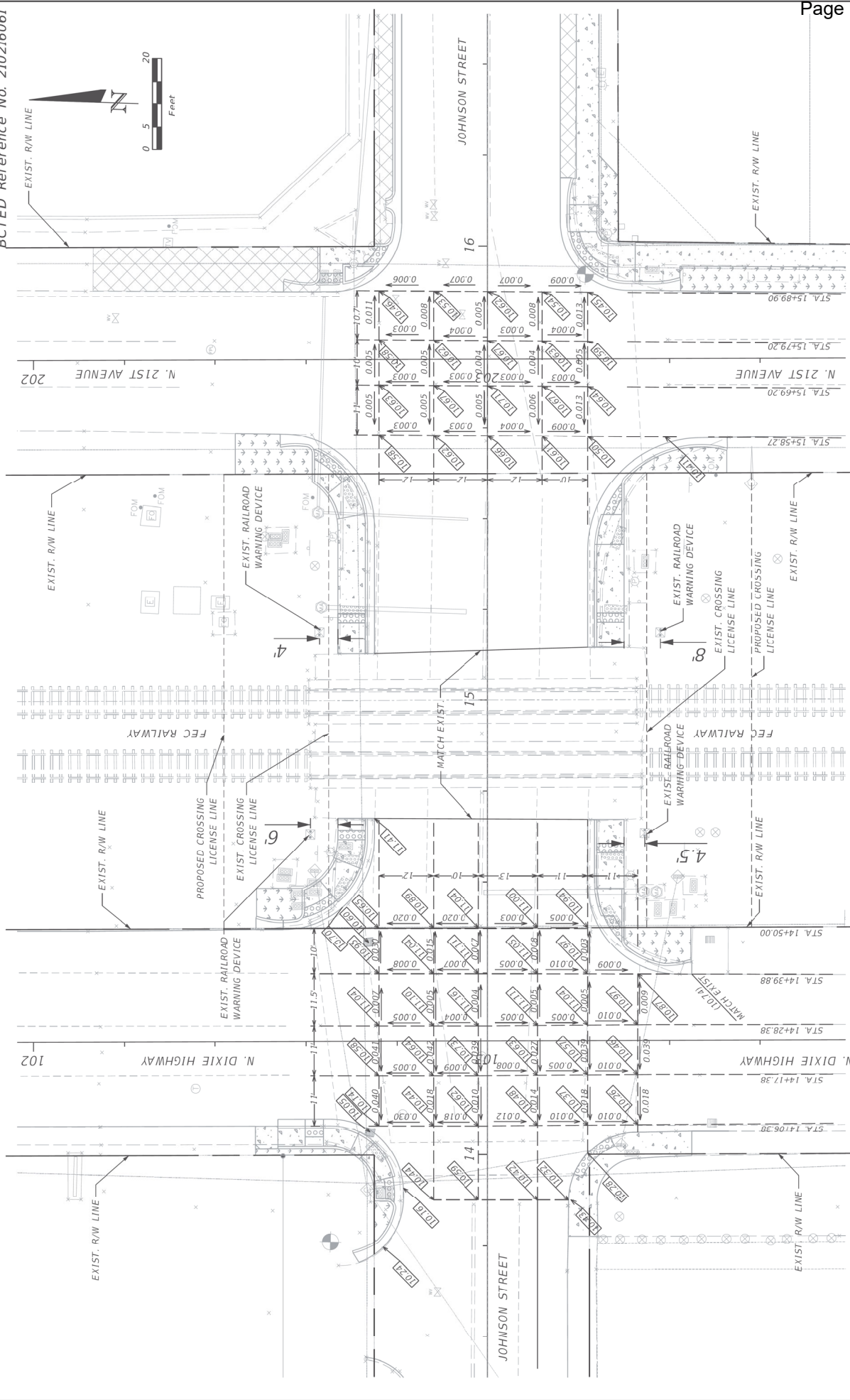
- 0 VERTICAL - 21.5 FEET ABOVE TOP OF RAIL (ATP) (TEMPORARY).
- 0 HORIZONTAL -15 FEET IN TANGENT SECTIONS OF TRACK MEASURED PERPENDICULAR TO THE TRACK (TEMPORARY).
- 0 HORIZONTAL - 20 FEET IN CURVED SECTIONS OF TRACK MEASURED PERPENDICULAR TO THE TRACK (TEMPORARY).

17. THE RAILWAY RESERVES THE RIGHT TO COMMENT, APPROVE THE ROADWAY AUTHORITY CONSTRUCTION PLANS AFFECTING THE RAILWAY PROPERTY OR FACILITIES ANY TIME PRIOR TO THE START OF CONSTRUCTION REGARDLESS IF PREVIOUS CONSTRUCTION PLAN APPROVAL HAS BEEN GRANTED. THIS RESERVATION WILL BE INVOKED ONLY IF THE RAILWAY HAS EITHER BY INTERNAL POLICY OR MANDATE OF LAW REVISED ITS STANDARDS AS APPLICABLE TO THIS PROJECT. THE RAILWAY SHALL NOTIFY THE ROADWAY AUTHORITY OF CHANGES AS FAR AS POSSIBLE IN ADVANCE OF CONSTRUCTION. THE ROADWAY AUTHORITY SHALL, PRIOR TO THE START OF CONSTRUCTION, VERIFY WITH THE RAILWAY IF ANY REVISIONS TO STANDARDS ARE APPLICABLE TO THIS PROJECT.

18. PROPOSED OR EXISTING MAST AND TRAFFIC SIGNAL CANTILEVER ARMS MUST NOT INTERFERE OR OBSTRUCT THE SIGHT PREVIEW OF THE EXISTING RAILROAD MAST AND ARM LIGHTS VISIBILITY AND OPERATION. FEC SIGHT PREVIEW ALIGNMENT FOR CLEAR SIGHT PREVIEW A MINIMUM OF 500' IN APPROACH TO THE WARNING DEVICE. THE MINIMUM 500' APPROACH SIGHT PREVIEW CLEARANCE ALSO PERTAINS TO THE PROPOSED PLANTING OR PLACEMENT OF LANDSCAPING, LIGHTING FIXTURES, SIGNAGE, AND ANY OTHER DEVICE OR OBJECT THAT WILL OR HAS THE POTENTIAL TO OBSTRUCT THE SIGHT PREVIEW OF THE CROSSING WARNING DEVICES.

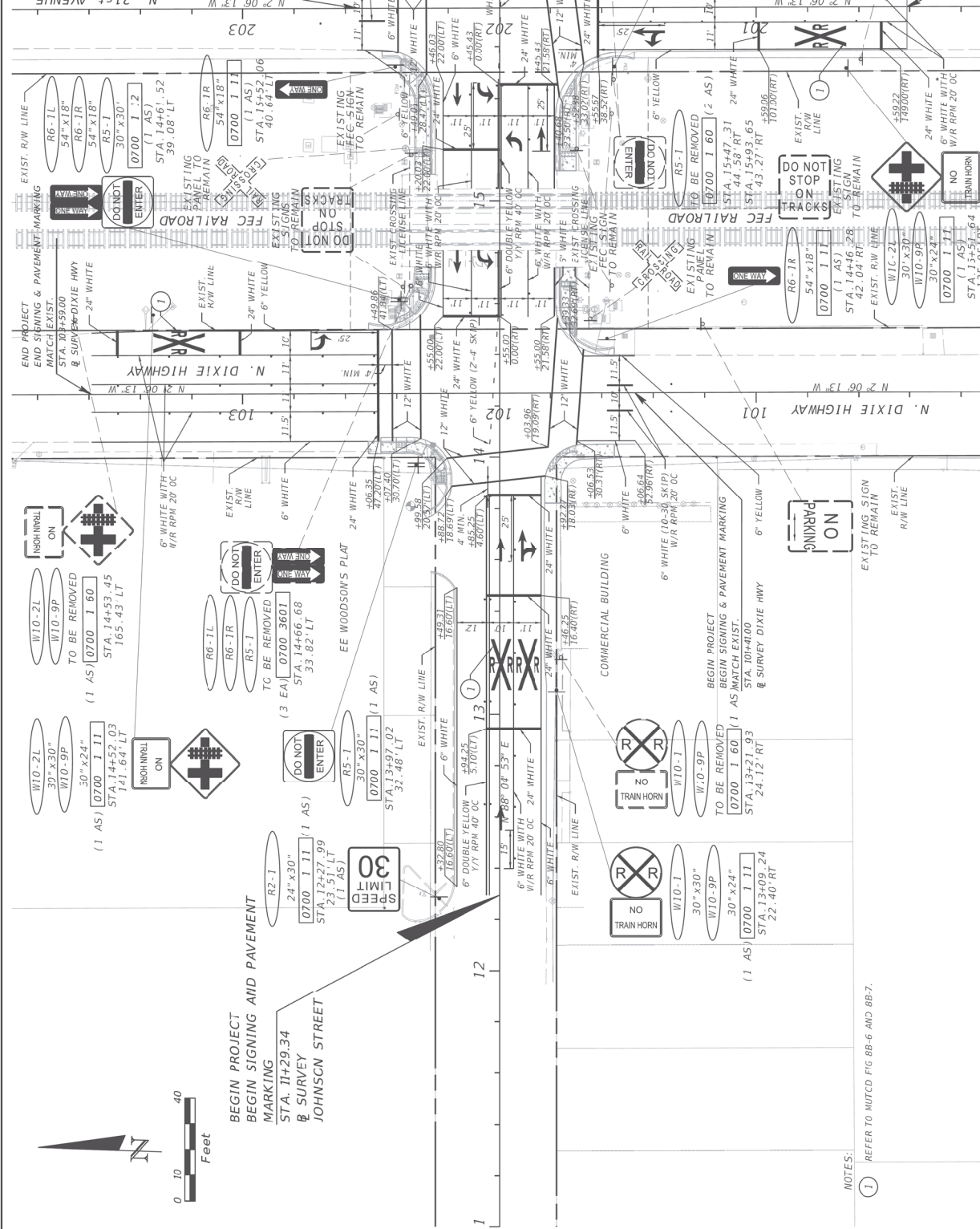
REVISIONS		DATE	DESCRIPTION	MOHAMMAD SHAHED PERVEZ, P.E. P.E. LICENSE NUMBER 64047 BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION 1 UNIVERSITY BLVD PLANTATION, FL 33324	7/27/2021 11:49 PM default	BROWARD COUNTY FLORIDA	PUBLIC WORKS DEPARTMENT HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION COUNTY ROAD JOHNSON ST AT DIXIE HWY, FEC RAILWAY AND N 21 AVE		GENERAL NOTES	SHEET NO. 11

BCTED Reference No. 210216061



REVISIONS		PUBLIC WORKS DEPARTMENT		SHEET NO.	15
DATE	DESCRIPTION	HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION	COUNTY PROJECT NO.		
		COUNTY ROAD	JOHNSON ST AT DIXIE HWY, FEC RAILWAY AND N 21ST AVE	003144	
MOHAMMAD SHAHEB PERVEZ, P.E. P.E. LICENSE NUMBER 64047 BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION 1000 UNIVERSITY BLVD PLANTATION, FL 33324		BROWARD COUNTY FLORIDA		SPECIAL DETAILS	
7/6/2021 9:53:07 AM default		G:\Capital Projects\003144_Dixie Highway and Johnson Street\06_CADD\3144000000\roadway\NTR0001.dgn			

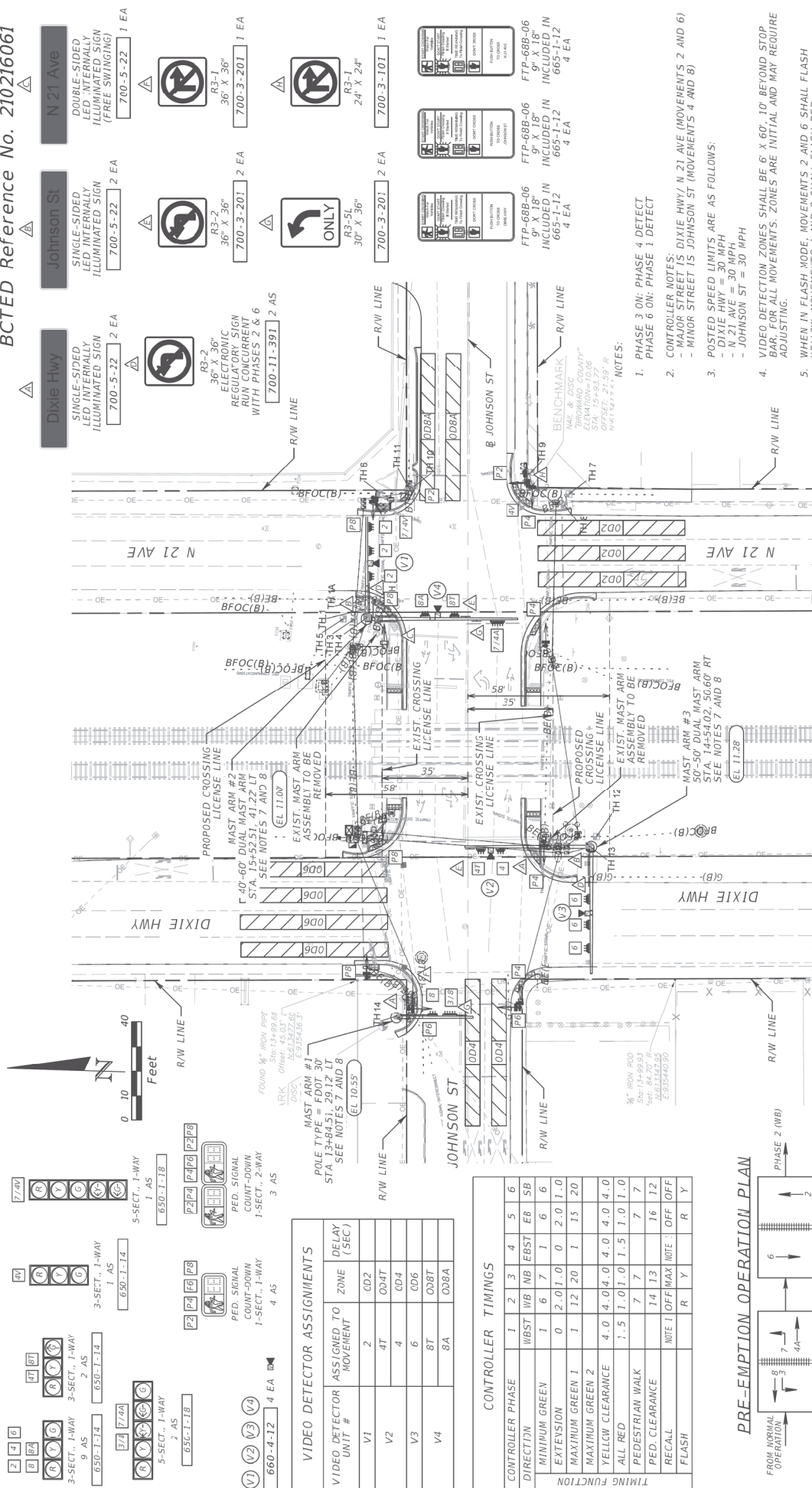
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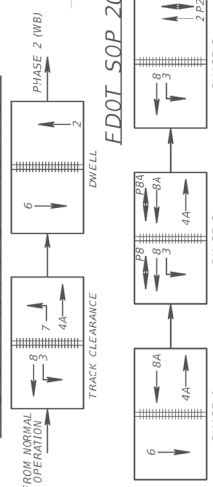
NOTES:
1 REFER TO MUTCD FIG 8B-6 AND 8B-7.

SIGNING AND PAVEMENT MARKINGS PLAN		SHEET NO.	21
PUBLIC WORKS DEPARTMENT		COUNTY PROJECT NO.	
HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION		COUNTY ROAD	
JOHNSON ST AT DIXIE HWY, FEC RAILWAY AND N 21 AVE		003144	
BROWARD COUNTY		FLORIDA	
MOHAMMAD SHAHEB PERVEZ, P.E. P.E. LICENSE NUMBER 64047 BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION 1000 UNIVERSITY BLVD PLANTATION, FL 33324		7/27/2021 11:59 PM 06/06/21	
DATE	REVISIONS	DESCRIPTION	

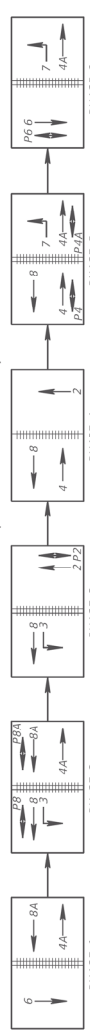
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PRE-EMPTION OPERATION PLAN



EDOT SOP 20 (HIGH VOLUME)



VIDEO DETECTOR ASSIGNMENTS			
VIDEO DETECTOR UNIT #	ASSIGNED TO MOVEMENT	ZONE	DELAY (SEC)
V1	2	OD2	
V2	4T	OD4T	
	4	OD4	
V3	6	OD6	
	8T	OD8T	
V4	8A	OD8A	

		CONTROLLER TIMINGS							
		CONTROLLER PHASE				TIMING FUNCTION			
	DIRECTION	1	2	3	4	5	6		
	MINIMUM GREEN	WBST	WB	NB	EBST	EB	SB		
	EXTENSION	1	6	7	1	6	6		
	MAXIMUM GREEN 1	0	2.0	1.0	0	2.0	1.0		
	MAXIMUM GREEN 2	1	12	20	1	15	20		
	YELLOW CLEARANCE	4.0	4.0	4.0	4.0	4.0	4.0		
	ALL RED	1.5	1.0	1.0	1.5	1.0	1.0		
	PEDESTRIAN WALK	7	7	7	7	7	7		
	PED. CLEARANCE		14	13		16	12		
	RECALL	NOTE 1	OFF	MAX	NOTE 1	OFF	OFF		
	FLASH		R	Y		R	Y		

[illegible]

Estimate No.: 272584V - 01/07/2022

Florida East Coast Railway**(FEC)****HOLLYWOOD, (Broward), FL
Johnson Street**DOT# : 272584V
RR MP.: 348.27 (+1410')RAILROAD # : 2290219
XORAIL# : 111722**Summary**

CROSSING WARNING SYSTEM	\$0.00
(Includes all design, requisition, labor, materials, shop wiring, and installation)	
CROSSING SURFACE/RESURFACE	\$0.00
(Includes all design, requisition, labor, materials, and installation)	
TRACK GRADE AND REHABILITATION	\$0.00
(Includes all design, requisition, labor, materials, and installation)	
RAILROAD ENGINEERING	\$5,300.34
(Includes RAILROAD Labor for Reviewing Engineering Authorizations, Field Inspections and Administrative Labor)	
PRELIMINARY ENGINEERING (Phase 1)	\$11,703.10
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
AGREEMENTS & APPROVALS (Phase 2)	\$5,604.40
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
CONSTRUCTION ENGINEERING (Phase 3)	\$4,410.20
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
CONSTRUCTION ENGINEERING INSPECTION (CEI)	\$4,500.00
(Estimated Construction Engineering Inspection cost based on 3 days @ \$1500 per day)	
AC POWER SERVICE	\$0.00
(Includes all Power Service Charges not included in other costs)	
OTHER (Description Required)	\$12,000.00
ESTIMATED WATCHMAN/FLAGGING - 10 Days @ \$1200.00 per day (Based on 10 Weekdays - No Weekend Rates applied)	
SUBTOTAL	\$43,518.04
CONTINGENCY (15%)	\$6,527.71
PRE PAID - Preliminary Engineering (CK# 0001690612 on 04/06/2020)	-\$10,000.00
TOTAL ESTIMATE COST	\$40,045.74 (USD)

DATE: 01/07/2022

RESPONSIBLE PARTY:Name: **Broward County**
Number: **003144**
Contact: **Carolina Vargas**

NOTE : 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.

This Estimate DOES NOT include Railroad Watchman/Flagging Cost unless specifically line itemed above. Due to the unknown duration or schedule of the Roadway Contractor, any Estimate of Watchman/Flagging costs is ONLY on Estimate. All Cost incurred by Railway for Watchman/Flagging Services will be the responsibility of the Funding/Responsible Agency.

ORDER OF MAGNITUDE (OOM) ESTIMATE ONLY

**THERE IS NO EXHIBIT “C”
ASSOCIATED WITH THIS
AGREEMENT**

<THIS PAGE INSERTED FOR VALIDATION OF NO EXHIBIT “C” BEING INCLUDED>

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

A. 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.

B. 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.

EXHIBIT "D"