

RESOLUTION NO. 244-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LICENSE AGREEMENT WITH THE FLORIDA EAST COAST RAILWAY, L.L.C. FOR THE WIDENING AND MAINTAINING OF THE CROSSING ON WEST 13TH STREET AT OLD DIXIE HIGHWAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach has planned to relocate and widen 13th Street from Old Dixie Highway to Avenue C; and

WHEREAS, The existing railroad crossing on West 13th Street at Old Dixie Highway needs to be widened to accommodate the relocation and widening of 13th Street; and

WHEREAS, the Florida East Coast Railway, L.L.C. requires entering into a License Agreement prior to widening of the railroad crossing on 13th Street at Old Dixie Highway.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the attached License Agreement with the Florida East Coast Railway, L.L.C. for the widening and maintenance of the railroad crossing on 13th Street at Old Dixie Highway.

SECTION 2. This resolution shall take effect immediately upon its passage.

(The remaining of this page intentionally left blank)

PASSED and APPROVED this 5 day of November, 2003.

APPROVED:

[Signature]
MICHAEL D. BROWN,
MAYOR

[Signature]
DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}

[Signature]
SYLVIA LEE BLUE,
CHAIR PRO-TEM

ATTEST:

[Signature]
DONALD R. WILSON,
COUNCILPERSON

[Signature]
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

[Signature]
ELIZABETH "LIZ" WADE,
COUNCILPERSON

[Signature]
ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: D. Wilson

- D. Schnyer aye
- S. Blue aye
- D. Wilson aye
- E. Wade aye
- A. Iles aye

Reviewed as to Legal Sufficiency
[Signature] FOR
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 10/27/03

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, effective as of the 25 day of November, 2003, is between the FLORIDA EAST COAST RAILWAY, L.L.C. (Address: P. O. Drawer 1048, St. Augustine, Florida 32085), a Limited Liability Company, hereinafter called "RAILWAY" and CITY OF RIVIERA BEACH, a political subdivision of the State of Florida, hereinafter called "CITY".

WITNESSETH:

That the RAILWAY, in consideration of the covenants and conditions hereinafter set forth to be performed and kept by the CITY, hereby permits the CITY 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 RAILWAY, at the RAILWAY'S Milepost 295 + 532', more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "CROSSING SITE":

The CROSSING SITE includes any railroad crossing warning signs, crossing surfaces and automatic crossing warning devices which are, or might be, located within or adjacent to the above-described location, provided that, the construction of the CROSSING SITE shall be done by RAILWAY as provided in this License Agreement ("Agreement") and further provided that, notwithstanding rights to the CITY granted herein, RAILWAY reserves the right to perform all work required on RAILWAY'S property including construction, drainage, lighting and vegetation management, in which event CITY shall pay the RAILWAY the entire cost and expense of labor, materials and equipment furnished by 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.

In consideration of the granting of this Agreement by the RAILWAY, the CITY covenants and agrees with the RAILWAY as follows:

1. 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 line or structure shall be placed in, on or over the CROSSING SITE without the previous consent in writing of the RAILWAY. 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 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the CITY and without cost to RAILWAY or lien upon RAILWAY'S property.

2. 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 CITY upon sixty (60) days prior written notice.

3. CITY shall pay an annual license fee in advance to RAILWAY of \$5,600.00 (Five Thousand Six Hundred Dollars), for use of the Crossing. 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.

4. 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 the crossing if it shall elect to do so.

5. The CITY shall grant in a timely manner to the RAILWAY necessary permits within the control of the CITY 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 grant the RAILWAY necessary permits in a timely manner, CITY shall bear all additional expense incurred by the RAILWAY attributable to such failure, including costs due to slow ordering of trains.

6. Unless otherwise specified, the cost of installation, construction, maintenance and replacement of all facilities at the CROSSING SITE, including but not limited to the crossing structure and railroad and highway devices, whether performed by the CITY or RAILWAY, shall be the sole responsibility of the CITY.

7. The RAILWAY shall install the warning devices, including the fixed signs, flashing lights, bells and gates (collectively the "WARNING DEVICES"), at the CROSSING SITE at the sole cost of the CITY. The WARNING DEVICES are a Type IV Class IV installation as defined in the Florida Department of Transportation Schedule of Signal Installations by Type and Class attached hereto as Exhibit C. Installation costs are estimated to be \$382,080.00 as shown on the estimates for signal installation attached hereto as Exhibit B and incorporated by reference.

In addition, CITY shall pay unto 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 DEVICES, as may in the future be revised or amended, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

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.

8. The RAILWAY shall replace three existing 44' wide Type T-modified grade crossing structures with three 88' wide Concrete grade crossing surfaces (the "SURFACE") along with other improvements as shown on the drawing, attached hereto as part of Exhibit A, in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Index No. 560, as may be amended, at the sole cost of CITY. Installation costs are estimated to be \$228,592.00 as shown on the estimates for crossing installation attached hereto as Exhibit B and incorporated by reference. When the RAILWAY determines that the replacement of the new 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 new 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. 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.

9. 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 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.

10. 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.

11. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of road crossing shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of CITY.

12. The CITY further covenants to pay the RAILWAY, within thirty (30) days after presentation of the same, all bills submitted by Railway including maintenance bills as set forth in Paragraph 7 above and all bills for electricity for the lighting and illumination of the

CROSSING SITE if same are provided by Railway. RAILWAY agrees to maintain records of cost incurred by it under this agreement for a period of three (3) years and upon reasonable prior notice of CITY to make such records available during normal business hours.

13. 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 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 ground to its original condition.

14. To the extent permitted by law, the CITY shall indemnify, defend and hold harmless 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 of the CROSSING SITE arising out of the existence of the CROSSING SITE.

15. The CITY shall not in any way, or at any time, interfere with or obstruct RAILWAY'S right-of-way, the movement of RAILWAY'S trains and other railroad operations, or interfere with the RAILWAY'S use thereof, or the use thereof by RAILWAY'S assigns, invitees, lessees or licensees.

16. The CITY acknowledges a limited waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the CITY to recover damages set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of CITY while acting within the scope of the employee's office or employment under circumstances in which CITY, if a private person, would be liable under general laws of this State.

The CITY will include in any contract which it may let for the whole or part of said work to be performed hereunder by or for the CITY, each and every one of the terms and conditions included on the document entitled "INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C. AND INSURANCE REQUIREMENTS" attached hereto and made a part hereof as Exhibit D.

17. (a) CITY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request RAILWAY to furnish any necessary construction watchmen for the protection of RAILWAY'S employees, property and train operations. 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 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, 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, CITY shall promptly pay 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 CITY from any and all other liabilities assumed by CITY under the terms of this Agreement, including its obligations under Paragraph 16 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 situations CITY shall give the RAILWAY telephonic

notice. The CITY further agrees that at all times its personnel or agents are on the property of the RAILWAY, they will be accompanied by a RAILWAY representative and any cost involved will be borne by the CITY. The watchman will not in any way case be considered an employee of the CITY.

18. 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 \$760,672.00 set forth in Exhibit B and CITY shall pay such invoice no later than thirty (30) days from the date thereof.

19. 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.

20. The CITY shall promptly pay 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 RAILWAY amounts billed as due under this Agreement shall constitute default by the CITY.

21. 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.

22. 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.

23. This Agreement will be governed by the laws of the State of Florida. Venue for and any litigation based upon or arising out of the agreement shall be in Palm Beach County, 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. Any future change or modification of this Agreement must be in writing and signed by both parties.

24. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes all other License Agreements, pertaining to this crossing site and with respect to the matters contained herein, with any other person, firm , or entity.

IN WITNESS WHEREOF, the RAILWAY and the CITY have caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicated the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

Signed, sealed and
Delivered in the presence of:

[Signature]
Victoria Settles
Witnesses as to RAILWAY

FLORIDA EAST COAST RAILWAY, L.L.C.,
a Limited Liability Company

By: W. E. Russell (Seal)

ATTEST: M. C. Mueller
Assistant Secretary

DATE: 12-1-03

CITY OF RIVIERA BEACH, a political
subdivision of the State of Florida

By: [Signature]
Michael D. Brown

Title: Mayor

Attest: [Signature] 11/05/2003
Carrie E. Ward

Title: City Clerk

Reviewed as to legal sufficiency.

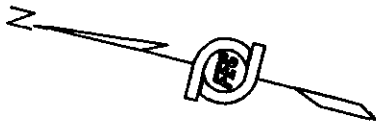
By: [Signature] For
Pamela H. Ryan

Title: City Attorney

Date: 10/27/03

R.R. NORTH JACKSONVILLE

R.R. SOUTH MIAMI



SE

- CANT. #1-36'
- GATE #1-38'
- CANT. #2-36'
- GATE #2-32'
- GATE #3-8'
- GATE #4-8'
- GATE #5-8'
- GATE #6-8'

NE

REMOVE EXISTING TYPE
WARNING DEVICES. INST
STANDARD TYPE IV, CLAS
DEVICES W/ADDITIONAL
LIGHTS AS SHOWN.

PF

INSTALL NEW STANDARD
TYPE V, CLASS IV PEDES
WARNING DEVICES AS SHOWN.

FEC R.O.W.

FEC R.O.W.

50'

OF
DISTANCES.

RELOCATE NO. 10 X-OVER

LICENSE LINE

50'

INSTALL NEW STANDARD
TYPE III, CLASS IV PEDESTRIAN/
WARNING DEVICE AS SHOWN.

SW

U.G. EPIK FIBER OPTIC LINE

NW

PRO 5' CONC. WALK

FEC R.O.W.

FLORIDA EAST COAST RAILWAY CO.

ENGINEER - ENGINEERING SERVICES ST. AUGUSTINE

U.G. MCI/WORLD COMM. FIBER OPTIC LINE

CROSSING IMPROVEMENTS

(FLAGLER ST.) MP. 295+532'

MIAMI BEACH, FLORIDA

REMOVE (2) EXISTING 44'
INSTALL (2) NEW 88' WIDE

P LDC	295+532'	SCALE	1" = 20'
AL MAP		DATE	6/20/02
39/532	DWG NO	01-E-105	

LICENSE AREA

September 24, 2002

File: 295/39/523

W. 13TH STREET (FLAGLER STREET) – MP 295+523' – FDOT # 272399B

A PARCEL OF LAND WITH UNIFORM WIDTH OF ONE HUNDRED FORTY (140) FEET NORTHERLY AND SOUTHERLY AND EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND MAIN TRACK OF THE RAILWAY AT W. 13TH STREET (FLAGLER ST.) IN RIVIERA BEACH, FLORIDA, WITH LONGITUDINAL CENTER LINE OF SAID PARCEL LOCATED FIVE HUNDRED THIRTY TWO FEET (532) FEET SOUTHERLY FROM THE RAILWAY'S MILE POST NO. 295 AS MEASURED FROM JACKSONVILLE, FLORIDA, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF ONE HUNDRED (100) FEET AT THIS LOCATION, BEING FIFTY (50) FEET IN WIDTH ON THE EAST AND WEST SIDE OF THE CENTERLINE OF THE MAIN TRACK, ALL AS SHOWN ON THE ATTACHED DRAWING NO. 01-E-105, DATED JUNE 20, 2002, ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT "A"

**RIVIERA BEACH: WIDEN THREE EXISTING 44' TYPE "T" MODIFIED GRADE CROSSINGS TO 88' EACH.
 FLAGLER STREET (13TH), MILEPOST 295+523' AAR/DOT NO. 272399B
 FILE: 295/39/523**

CROSSING DESCRIPTION

New Length of Crossing Surface: 88 Tf
 Number of Tracks: 3 Ea
 Length of Track Panel: 128 Tf

PAVING DESCRIPTION

Width (Across Road) 88 Ft
 Length (Along Road) 110 Ft
 Projected Lift 3 In

AGREEMENT DESCRIPTION

Responsible Party: City of Riviera Beach
 Agreement Date:
 Division of Responsibility
 Encase Fiber Optic Cable City
 Maintenance of Traffic City
 Crossing Surface City
 Track Materials City
 Track Construction City
 Paving City

GANG DESCRIPTION

4 Ft. Lauderdale Section
 15 Ft. Lauderdale Smoothing
 3 Crane
 2 Loader

COST RECAPITULATION

<u>Track & Civil Work Item</u>	<u>Labor</u>	<u>Equipment</u>	<u>Material</u>	<u>Contract</u>	<u>Salvage Credit</u>	<u>10.00% Contingency</u>	<u>Total</u>	<u>Responsible Party</u>
Encase Fiber Optic Cable	n/a	n/a	n/a	6,600.00	n/a	700.00	7,300.00	City
Mobilization/Material Consolidation	1,877.64	1,993.70	n/a	n/a	n/a	428.66	4,300.00	City
Construct Track Panel	4,369.82	5,574.65	32,338.94	n/a	n/a	4,316.58	46,600.00	City
Maintenance of Traffic/Police Protection	n/a	n/a	n/a	18,720.00	n/a	1,880.00	20,600.00	City
Remove Crossing Surface	2,703.45	4,056.78	n/a	n/a	(1,584.00)	523.76	5,700.00	City
Remove/Replace Track/Crossing Structure	7,805.60	10,863.60	n/a	n/a	(11,257.34)	788.14	8,200.00	City
Line & Surface Track	2,555.46	2,572.74	8,386.80	n/a	n/a	1,385.00	14,900.00	City
Replace Crossing Surface	1,802.30	2,704.52	72,196.08	n/a	n/a	7,697.10	84,400.00	City
Place Asphalt	168.50	28.45	n/a	24,502.50	n/a	2,500.56	27,200.00	City
Demobilization/Site Cleanup	469.00	0.00	n/a	n/a	n/a	131.00	600.00	City
Totals:	21,751.77	27,794.44	112,921.82	49,822.50	(12,841.34)	20,350.81	219,800.00	

TOTAL TRACK PROJECT COST: \$219,800.00
ENGINEERING & SUPERVISION: 8,792.00
TOTAL TRACK & CIVIL PROJECT COST: \$228,592.00
TOTAL SIGNAL IMPROVEMENT PROJECT COST: 382,080.00
TOTAL TO RELOCATE NO. 10 X-OVER: 150,000.00

COST TO BE BORNE BY CITY OF RIVIERA BEACH: \$760,672.00

#REF!

NOTE: THIS IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST.



**FLORIDA EAST COAST RAILWAY
OFFICE OF THE GENERAL MANAGER
OF SIGNALS AND COMMUNICATIONS**

DATE: 07/03/02
FILE: 10.2
TYPE: IV
CLASS: IV
NO. OF DAYS: 20
AAR / DOT #: 272399B
MILE POST: 295+532'

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT W. 13th STREET.
This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	\$6,539.00	4 EA.	\$26,156.00
GATES	\$500.00	6 EA.	\$3,000.00
GATE FOUNDATIONS	\$575.00	4 EA.	\$2,300.00
ADDITIONAL FLASHING LIGHT ASSEMBLIES	\$1,168.00	4 EA.	\$4,672.00
TRAIN SIGNALS, COLOR LIGHT	\$1,100.00	5 EA.	\$5,500.00
CANTILEVERS, 30' & 33'	\$25,342.00	1 EA.	\$25,342.00
CANTILEVER, TRAIN SIGNAL	\$24,000.00	1 EA.	\$24,000.00
CANTILEVER FOUNDATIONS	\$3,200.00	3 EA.	\$9,600.00
WIRED CASE, 6'X8' & HXP3	\$93,943.00	1 EA.	\$93,943.00
BATTERY BOX	\$675.00	2 EA.	\$1,350.00
BATTERIES, SAFT SPL250	\$212.00	50 EA.	\$10,600.00
MISC. GROUND MATERIAL	\$2,835.21	1 PKG.	\$2,835.21
CONDUIT & DIRECTIONAL BORE	\$45.00	250 FT.	\$11,250.00
CABLE	\$7,500.00	1 PKG.	\$7,500.00
MISCELLANEOUS RELAY EQUIPMENT	\$1,120.00	1 PKG.	\$1,120.00
POWER SERVICE	\$1,500.00	1 EA.	\$1,500.00
MONITORING EQUIPMENT	\$10,671.00	1 PKG.	\$10,671.00
SANITATION & DISPOSAL	\$1,500.00	1 PKG.	\$1,500.00
FREIGHT & HANDLING			\$36,201.00
TAX @ 6.5%			<u>\$15,687.00</u>
TOTAL MATERIALS			\$294,727.21
EXCAVATING EQUIPMENT PER DAY	\$181.00	20 DAYS	\$3,620.00
EQUIPMENT RENTAL PER DAY	\$125.00	20 DAYS	\$2,500.00
FOREMAN'S TRUCK PER DAY	\$35.00	20 DAYS	\$700.00
GANG TRUCK PER DAY	\$63.00	20 DAYS	\$1,260.00
SUPERVISORS TRUCK PER DAY	\$35.00	20 DAYS	<u>\$700.00</u>
EQUIPMENT TOTAL			\$8,780.00
ENGINEERING	\$6,500.00	1	<u>\$6,500.00</u>
ENGINEERING TOTAL			\$6,500.00
CONSTRUCTION SUPERVISION	\$274.00	20 DAYS	\$5,480.00
LABOR ADDITIVE			<u>\$3,052.00</u>
SUPERVISION TOTAL			\$8,532.00
LABOR PER DAY	\$1,082.50		\$21,650.00
NUMBER OF DAYS	20		
LABOR ADDITIVE			<u>\$12,635.00</u>
TOTAL LABOR			\$34,285.00
GANG EXPENSES PER DAY	\$553.00		
NUMBER OF DAYS	20		
TOTAL GANG EXPENSES			\$11,060.00
SUB-TOTAL			\$363,884.21
CONTINGENCIES 5%			<u>\$18,194.00</u>
TOTAL			\$382,080.00

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

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals – One Track	\$1,870.00
II	Flashing Signals – Multiple Tracks	\$2,474.00
III	Flashing Signals and Gates – One Track	\$2,820.00
IV	Flashing Signals and Gates – Multiple Tracks	\$3,540.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE: 14-46.002
Responsibility for the Cost of Automatic Highway
Grade Traffic Control Devices

F. A. RULE EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044. F. S.

SPECIFIC LAW IMPLEMENTED: 335.144.F. S.

*This schedule was effective July 1, 2001, 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.

EXHIBIT "C"

FLORIDA DEPARTMENT OF TRANSPORTATION

Listed Below are signal installations by type and class:

FLASHING SIGNALS - ONE TRACK

Type = 1, Class = 1

FLASHING SIGNALS - MULTIPLE TRACKS

Type = 1, Class = 2

FLASHING SIGNALS AND CANTILEVER - ONE TRACK

Type = 2, Class = 1

FLASHING SIGNALS AND CANTILEVERS - MULTIPLE TRACKS

Type = 2, Class = 2

FLASHING SIGNALS AND GATE - ONE TRACK

Type = 3, Class = 3

FLASHING SIGNALS AND GATE - MULTIPLE TRACKS

Type = 3, Class = 4

FLASHING SIGNALS AND GATE WITH CANTILEVER - ONE TRACK

Type = 4, Class = 3

FLASHING SIGNALS AND GATE WITH CANTILEVER - MULTIPLE TRACKS

Type = 4, Class = 4

TYPE OF TRAFFIC CONTROL DEVICES

- I Flashing signals
- II Flashing signals with cantilevers
- III Flashing signals with gate
- IV Flashing signals with cantilevers & gate

CLASS OF TRAFFIC CONTROL DEVICES

- I Flashing signals - one track
- II Flashing signals - multiple track
- III Flashing signals & gates - one track
- IV Flashing signals & gates - multiple track

Exhibit "C"

INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C.
AND INSURANCE REQUIREMENTS

The Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter indemnify, defend and save harmless the Florida East Coast Railway, L.L.C from and against all judgments, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations of the Contractor, or any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, including any such Costs arising from the death, bodily injury or personal injury of, as follows:

Of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway, L.L.C., employees and officers of materialmen, employees and officers of the Contractor, employees and officers of all subcontractors, and from loss damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same.

In furtherance of its obligation to indemnify, defend and save harmless, Contractor shall procure and keep in effect comprehensive general liability insurance in the limits of \$5,000,000.00 each occurrence for bodily injury or death and \$3,000,000.00 property damage each occurrence with a \$5,000,000 aggregate covering all obligations of Contractor to indemnify the Railway by Contractual Assumed Liability Endorsement, with all railroad exclusives removed. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid, Railroad Protective Liability Policies insuring the Railway directly as insured against losses and damages with the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expenses, maintain a Workman's Compensation Insurance Policy as required in the State of Florida.

All such insurance, directly or indirectly for the benefit of the Railway, shall be in a form satisfactory to Railway's Manager of Insurance and 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.

EXHIBIT "D"