

SECTION: 93020000 / 9304000  
PERMIT: 438386-2-52-01  
COUNTY: Palm Beach  
STATE RD: 5

**FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR  
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the **TOWN OF LAKE PARK**, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

**W I T N E S S E T H:**

**WHEREAS**, the DEPARTMENT has jurisdiction over **State Road 5 (US-1)** as part of the State Highway System; and

**WHEREAS**, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** within the corporate limits of the AGENCY; and

**WHEREAS**, the DEPARTMENT seeks to install certain improvements within the right of way of **State Road 5 (US-1)**, including new turfed medians and decorative crosswalks, as described within **Exhibit "B"**; and

**WHEREAS**, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the traveled way and improvements made to the traveled way that was made at the request of the AGENCY; and

**WHEREAS**, the AGENCY is agreeable to maintaining those improvements within the AGENCY'S limits, including the new medians, areas outside the traveled way to the right of way line, areas within the traveled way that may contain specialty surfacing (also known as patterned pavement), and any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, and/or repairs associated with the specialty surfacing, as needed, including any future agreed upon improvements; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the AGENCY, by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, attached hereto and by this reference made a part hereof in **Exhibit "E"**, desires to enter into this Agreement and authorizes its officers to do so;

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or cause to be installed landscape, irrigation and/or *hardscape* improvements on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, site furnishings, tree grates, landscape accent lighting, and/or any non-standard roadway, sidewalk, median or crosswalk specialty surfacing, including concrete pavers, color stamped concrete, color stamped asphalt (also known as patterned pavement), and brick paver detectable warnings.

If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

A. The AGENCY agrees to maintain the improvements, as existing and those to be installed, now or in the future, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the traveled way shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 8. Periodic repairs or any concrete replacement associated with specialty surfacing (if applicable) shall follow the DEPARTMENT'S safety and maintenance guidelines and **Exhibit "D"**, Patterned Pavement Maintenance. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians, areas outside the traveled way to the right-of-way, and/or areas within the traveled way containing specialty surfacing. The AGENCY shall be solely responsible for all maintenance and/or damage to any FDOT installed sidewalks directly attributable to AGENCY maintained trees or other improvements. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.

B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to mow the turf to the proper height; water, fertilize and to keep plants and turf as free as practicable from disease and harmful insects; to keep litter removed from the median and areas outside the travel way to the right of way line. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the traveled way to maintain these improvements, all costs associated with the utilities for the landscape improvements including, but not limited to any impact and connection fees, and the on-going cost of utility usage for water and electrical are the maintaining AGENCY'S responsibility.

(1) The AGENCY shall be solely responsible for any impact and/or connection fees.

(2) The AGENCY shall be responsible for the described ongoing utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter.

- D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding repayment, reworking, or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

#### 4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the DEPARTMENT may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards.
- (c) Restore the improvements at the request and funding of the AGENCY.

#### 5. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time, the DEPARTMENT may at its option, proceed as follows:

- (1) Maintain the improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and/or
- (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 10 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the improvements installed under this Agreement or any preceding Agreements, and charge the AGENCY the reasonable cost of such removal.

- B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "D"** should the improvements fail to be maintained in accordance with the terms and conditions of this Agreement.

## 6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days' notice to remove said improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits, fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

## 7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

## 8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

## 9. LANDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract to have installed said improvements for the amount indicated in Exhibit "C", Cost Estimate, at approximately \$25,839.00. This cost is to be paid for by the AGENCY via a separate Locally Funded Agreement.

The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the improvements associated with the roadway construction project by the DEPARTMENT.

## 10. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

## 11. AGREEMENT TERM

- A. This Agreement commences upon execution by all parties and shall remain in effect for as long as the landscape items exist.
- B. If the DEPARTMENT chooses not to implement the landscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated, if any.

## 12. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that the AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
  - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense,

Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.

- (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
- (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

### 13. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

### 14. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

### 15. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which

have a term for a period of more than one year.

#### 16. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

#### 17. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

#### 18. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

#### 19. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:

Florida Dept. of Transportation  
3400 West Commercial Blvd.  
Ft. Lauderdale, FL 33309-3421  
Attn: Kaylee Kildare  
District IV Landscape Manager

If to the AGENCY:

Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Attn: Ms. Nadia DiTommaso  
Community Development Director

#### 20. LIST OF EXHIBITS

Exhibit A: Project Location and Maintenance Boundaries  
Exhibit B: Roadway Improvement Plans  
Exhibit C: Approximate Cost for Landscape Improvements  
Exhibit D: Patterned Pavement Maintenance  
Exhibit E: Resolution

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first above written.

**TOWN of LAKE PARK**

By: \_\_\_\_\_  
Chairperson / Mayor / Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

Legal Approval: \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Transportation Development Director

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Executive Secretary

(SEAL)

Legal Review: \_\_\_\_\_  
Office of the District General Counsel



**SECTION: 93020000 / 9304000**  
**PERMIT: 438386-2-52-01**  
**COUNTY: Palm Beach**  
**STATE RD: 5**

## **EXHIBIT A**

### **PROJECT LOCATION AND MAINTENANCE BOUNDARIES**

#### **I. ROADWAY PROJECT LOCATION:**

State Road 5 (US-1) from 59<sup>th</sup> Street (M.P. 12.729) to SR-850 (Northlake Blvd) (M.P. 14.558)

#### **II. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:**

Landscape improvements within the limits of State Road 5 (US-1)

Roadway ID 93020000

State Road 5 (US-1) from Silver Beach Road (M.P. 14.167) to Park Avenue (M.P. 14.588)

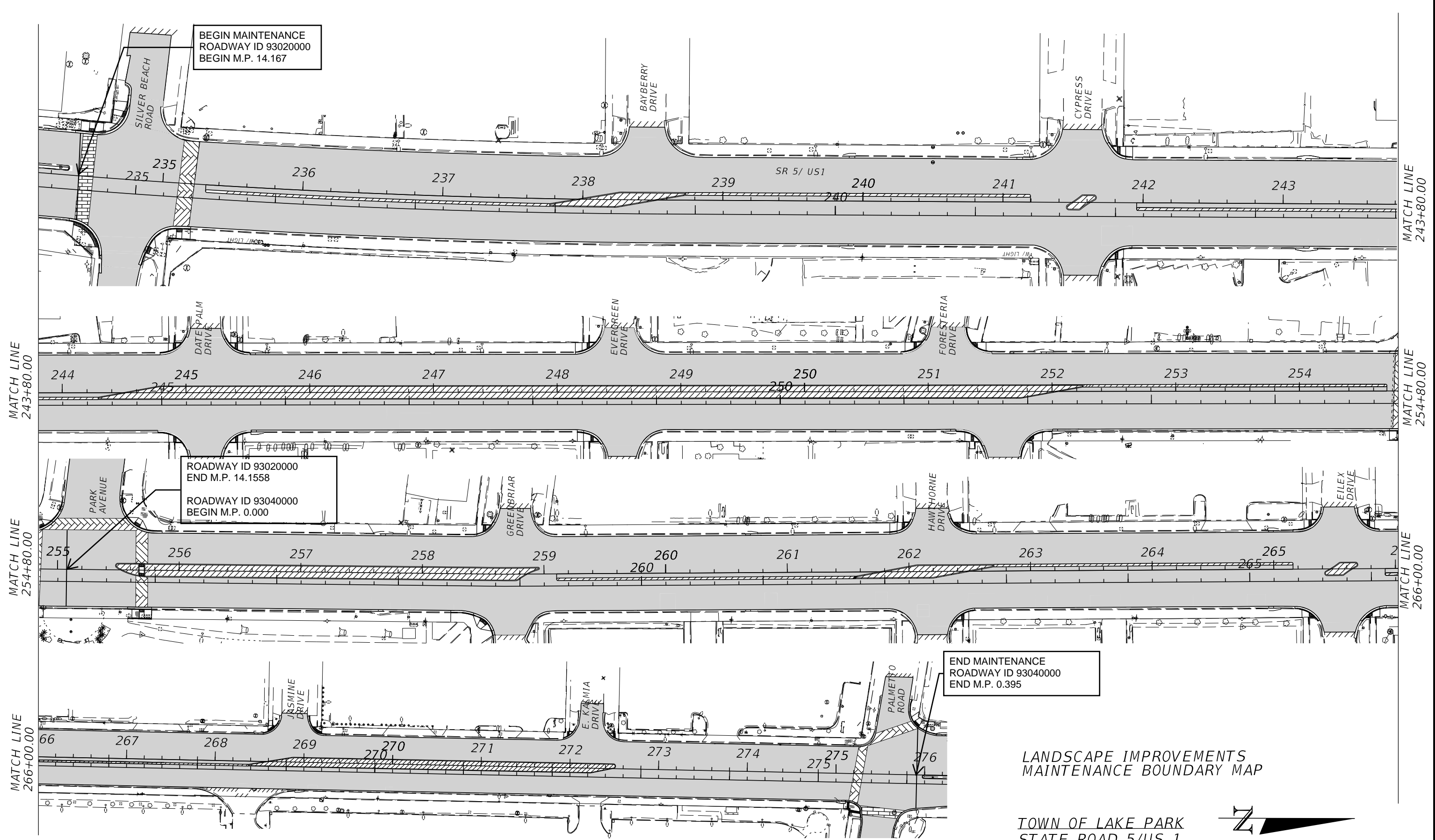
and

Roadway ID 93040000

State Road 5 (US-1) from Park Avenue (M.P. 0.00) to Palmetto Drive (M.P. 0.395)

#### **III. LANDSCAPE MAINTENANCE BOUNDARY MAP:**

See Attached



BEGIN MAINTENANCE  
ROADWAY ID 93020000  
BEGIN M.P. 14.167

ROADWAY ID 93020000  
END M.P. 14.1558  
  
ROADWAY ID 93040000  
BEGIN M.P. 0.000

END MAINTENANCE  
ROADWAY ID 93040000  
END M.P. 0.395

LANDSCAPE IMPROVEMENTS  
MAINTENANCE BOUNDARY MAP

TOWN OF LAKE PARK  
STATE ROAD 5/US 1

LIMITS OF MAINTENANCE BY TOWN OF LAKE PARK:

-  PROPOSED STAMPED ASPHALT
-  EXISTING STAMPED CONCRETE TO REMAIN
-  PROPOSED MEDIAN

**SECTION: 93020000 / 9304000**  
**PERMIT: 438386-2-52-01**  
**COUNTY: Palm Beach**  
**STATE RD: 5**

## **EXHIBIT B**

### **ROADWAY IMPROVEMENT PLANS**

The DEPARTMENT agrees to install the improvements in accordance with the roadway plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Jose Luis Santiago, P.E.  
EXP U.S. Service Inc.

Date: March 15, 2024

Plan Sheets: 1-2, 12-13, 33-40, 47

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CONTRACT PLANS COMPONENTS

ROADWAY  
SIGNING AND PAVEMENT MARKING  
SIGNALIZATION  
LIGHTING  
STRUCTURES

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 8	TYPICAL SECTIONS
9 - 11	PROJECT CONTROL
12 - 13	GENERAL NOTES
14 - 43	ROADWAY PLAN SHEET
44 - 46	TRAFFIC MONITORING SITE
47	SPECIAL DETAILS
48 - 55	DRAINAGE STRUCTURES
133 - 140	TEMPORARY TRAFFIC CONTROL PLANS
TD-1 - TD-4	TREE DISPOSITION CHART
TD-5 - TD-32	TREE DISPOSITION
UTV-1*	VERIFIED UTILITY LOCATE

\* These sheets are included in the index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed documents.

DEVELOPMENTAL STANDARD PLANS (DSPs):

D-528001 BIKE LANE RAMPS

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

ROADWAY PLANS

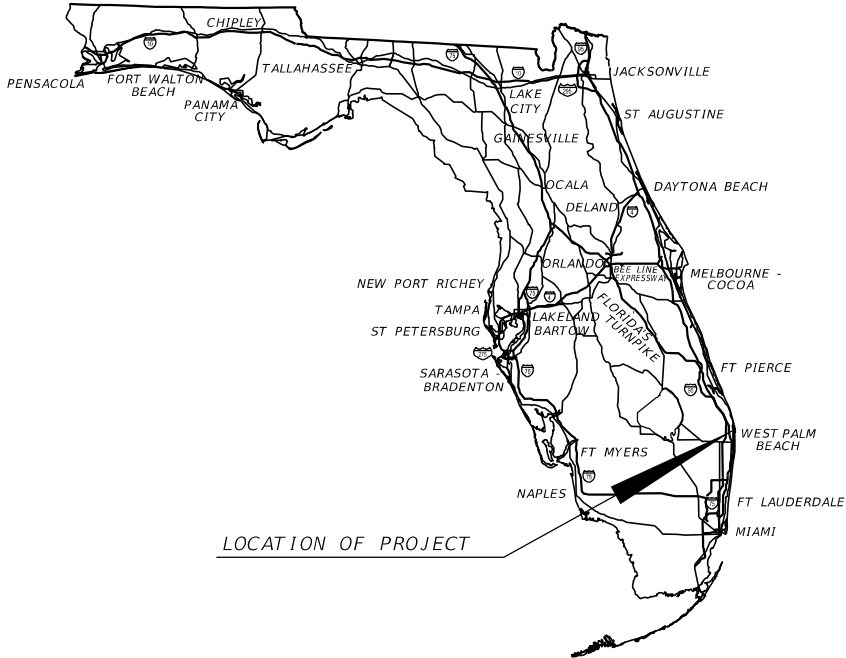
FINANCIAL PROJECT ID 438386-2-52-01, 438386-2-52-02,  
438386-2-52-03, 438386-2-52-04, 438386-2-52-05

(FEDERAL FUNDS)

PALM BEACH COUNTY (93020500, 93020000, 93040000)

STATE ROAD NO. 5 (US-1)  
ADD BIKE LANES AND RESURFACE  
FROM 59TH STREET TO SR-850/NORTHLAKE BOULEVARD

PROJECT LOCATION URL:	<a href="https://tinyurl.com/bdeuudb2">https://tinyurl.com/bdeuudb2</a>
PROJECT LIMITS:	93020500 BEGIN MP 0.001 - END MP 0.590 93020000 BEGIN MP 12.729 - END MP 14.558 93040000 BEGIN MP 0.000 - END MP 0.624
EXCEPTIONS:	NONE
BRIDGE LIMITS:	93020500 BR# 930470 MP 0.143 - END MP 0.503
RAILROAD CROSSING:	93020500 PORT OF PALM BEACH TRACKS MP 0.277



ROADWAY PLANS

ENGINEER OF RECORD:

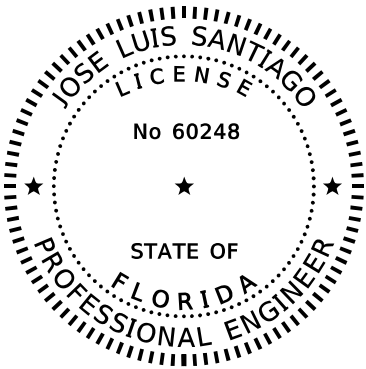
JOSE LUIS SANTIAGO, P.E.  
P.E. LICENSE NUMBER 60248  
EXP U.S. SERVICES INC.  
201 ALHAMBRA CIRCLE SUITE 800  
CORAL GABLES, FL 33134  
(786) 801 6360  
CONTRACT NO.: T4697  
VENDOR NO.: F460523964-001

FDOT PROJECT MANAGER:

DAMARIS WILLIAMS, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T4697	25	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

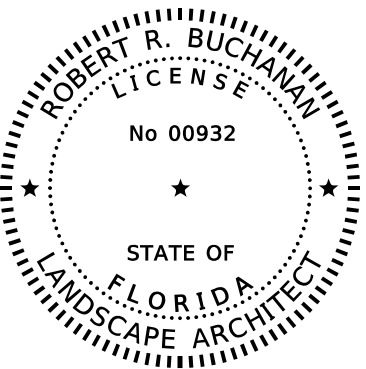
PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED.  
THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

EXP U.S. SERVICES, INC.  
201 ALHAMBRA CIRCLE, SUITE 800  
CORAL GABLES, FLORIDA 33134  
JOSE L. SANTIAGO, P.E. NO. 60248

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.      SHEET DESCRIPTION

- |           |                                 |
|-----------|---------------------------------|
| 1         | KEY SHEET                       |
| 2         | SIGNATURE SHEET                 |
| 3 - 8     | TYPICAL SECTIONS                |
| 9 - 11    | PROJECT CONTROL                 |
| 12 - 13   | GENERAL NOTES                   |
| 14 - 43   | ROADWAY PLANS                   |
| 47        | SPECIAL DETAILS                 |
| 133 - 140 | TEMPORARY TRAFFIC CONTROL PLANS |



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

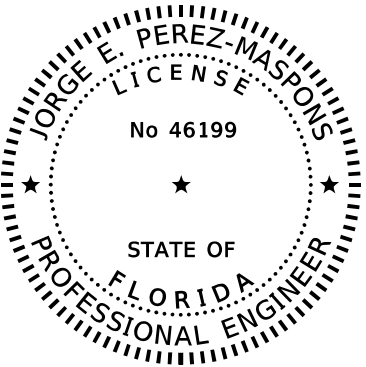
PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED.  
THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

METRO CONSULTING GROUP, LLC  
341 N. MAITLAND AVENUE, SUITE 220  
MAITLAND, FL 32751  
ROBERT R. BUCHANAN, P.E. NO. 00932

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE  
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SHEET NO.      SHEET DESCRIPTION

- |              |                        |
|--------------|------------------------|
| 2            | SIGNATURE SHEET        |
| TD-1 - TD-4  | TREE DISPOSITION CHART |
| TD-5 - TD-32 | TREE DISPOSITION       |



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

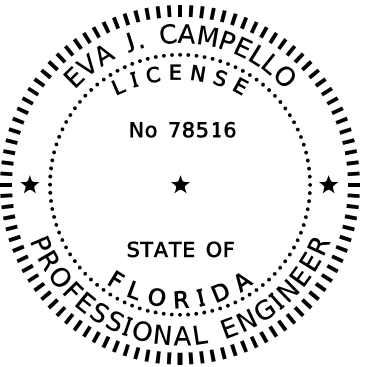
PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED.  
THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

PE CONSULTING ENGINEERING, INC.  
14810 SW 97 AVE,  
MIAMI, FL 33176  
JORGE E. PEREZ-MASPONS, P.E. NO. 46199

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.      SHEET DESCRIPTION

- |         |                     |
|---------|---------------------|
| 2       | SIGNATURE SHEET     |
| 48 - 55 | DRAINAGE STRUCTURES |



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED.  
THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

CTS ENGINEERING, LLC  
3230 W. COMMERCIAL BLVD., SUITE 220  
FORT LAUDERDALE, FL 33309  
EVA J. CAMPELLO, P.E. NO. 78516

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.      SHEET DESCRIPTION

- |         |                         |
|---------|-------------------------|
| 2       | SIGNATURE SHEET         |
| 44 - 46 | TRAFFIC MONITORING SITE |

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNATURE SHEET	SHEET NO.  2
ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
SR 5	PALM BEACH	438386-2-52-01		

3/15/2024 4:22:53 PM S:\DESIGN\FDOT\TAL-00258578-AO\ROADWAY\GNTRD01.DGN

GENERAL NOTES

1. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

MANUEL G. VERA, P.S.M.

P.S.M. NO: 5291

M.G. VERA & ASSOCIATES, INC.

13960 SW 47TH STREET

MIAMI, FL 33175-3616

CERTIFICATE OF AUTHORIZATION: LB2439

2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

3. UTILITY/AGENCY OWNERS:	COMPANY	CONTACT	TELEPHONE NUMBERS
	AT&T DISTRUBUTION	GARTH BEDWARD	561-540-9263
	AVIATION COORDINATOR	LAURIE MCSERMOTT	954-777-4497
	BREEZELINE	TROY GAETA	954-213-3367
	CITY OF RIVIERA BEACH	JOHN ARMSTRONG	561-515-6495
	CITY OF WEST PALM BEACH	JOE MINGLE	561-670-7225
	CITY OF WEST PALM BEACH PUBLIC UTILITIES	TRACY WARD	561-494-1040 X1120
	COMCAST- PBG	JUSTIN CASSELL	786-427-4049
	CROWN CASTLE NG	FIBERDIG TEAM	888-632-0931 X2
	FLORIDA PUBLIC UTILITES	IVAN GIBBS	561-398-2338
	FPL- PALM BEACH	RONA SOLOMON	386-586-6403
	FPL- MARTIN FUEL SUPPLY PIPELINES	RON HOLMES	863-221-6506
	FPL- TRANSMISSION	THOMAS COLUCCI	315-219-7458
	FREIGHT COORDINATION	AUTUMN YOUNG	954-777-4279
	HOTWIRE COMMUNICATIONS	WALTER DAVILA	954-699-0900
	LUMEN	NETWORK RELATIONS	877-366-8344 X3
	MCI	MCIU01 INVESTIGATIONS	800-624-9675 X2
	PALM BEACH COUNTY	MELLISA ACKERT	561-684-4101
	PALM BEACH INFORMATION SYSTEM SERVICES	FEDERICO DUBOIS	561-742-4356
	PALM BEACH COUNTY SCHOOLS	MICHAEL OWENS	561-882-1938
	PALM BEACH COUNTY TRAFFIC OPERATIONS	JOHN LETSCH	561-233-3923
	PALM BEACH TPA	VALERIE NEILSON	561-684-4170
	PALM TRAN BUS SERVICE	ERIN GALLOWAY	561-841-4270
	RAILROAD COORDINATOR	MAURICE BORROWS	954-777-4379
	RAILROAD COORDINATOR	ALEXANDER BARR	954-777-4284
	SEACOAST UTILITY AUTHORITY	LAURA NIEMANN	561-627-2900 X1462
	TMR-30 PL (FLORIDA)	RON HOLMES	713-951-5379
	TOWN OF LAKE PARK	JOHN WYLIE	561-881-3345
	VILLAGE OF NORTH PALM BEACH	PAOLA WEST	561-882-1156
	WINDSTREAM COMMUNICATION	LOCATE DESK	800-289-1901

4. THIS PROJECT IS LOCATED WITHIN 10 NAUTICAL MILES FROM THE AIRPORT.

5. THERE IS A POTENTIAL GROUNDWATER CONTAMINATION ADJACENT TO THE PROJECT CORRIDOR. POTENTIALLY CONTAMINATED AREAS SHALL BE TREATED AS IDENTIFIED AREAS OF CONTAMINATION. IF DEWATERING METHODS ARE EMPLOYED, CONTAMINATION IMPACTS MAY OCCUR AT APPROXIMATELY STA 131+00 TO 132+00.

6. ALL STATIONS ARE BASED ON THE CL UNLESS OTHERWISE STATED.

7. APPLY SIKACRETE-211 SCC PLUS AS SHOWN ON PLAN TO CORRECT ANY SLOPE BREAKS AT CONNECTION OF THE PROPOSED AND EXISTING SIDEWALK. RESULTANT SLOPES NOT TO EXCEED 2%.

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	PALM BEACH	438386-2-52-01		12

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8. CONTRACTOR TO COORDINATE WITH CITY OF RIVIERA BEACH FOR BENCHES AT 166+25 RT AND 167+40 RT FOR REMOVAL AND REPLACEMENT IN KIND AFTER CONSTRUCTION IS COMPLETED.  
CITY ENGINEER: TERRENCE BAILEY CONTACT: 561-845-4080

UTILTY LEGEND

- A STORM SEWER MH TO BE ADJUSTED BY FDOT
- B CITY OF RIVIERA BEACH WATER VALVE TO BE ADJUSTED BY FDOT
- C CITY OF RIVIERA BEACH WATER MANHOLE TO BE ADJUSTED BY FDOT
- D CITY OF RIVIERA BEACH SANITARY SEWER MH TO BE ADJUSTED BY FDOT
- E CITY OF RIVIERA BEACH WATER METER TO BE ADJUSTED BY FDOT
- F CITY OF WEST PALM BEACH WATER VALVE TO BE ADJUSTED BY FDOT
- G FPL MH TO BE ADJUSTED BY FPL
- H AT&T MH TO BE ADJUSTED BY AT&T
- I CITY OF RIVIERA BEACH WATER METER TO BE RELOCATED BY FDOT
- J CITY OF RIVIERA BEACH WATER VALVE TO BE RELOCATED BY FDOT

- K STORM SEWER MH TO BE RELOCATED BY FDOT
- L TRAFFIC SIGNAL PULLBOX TO BE ADJUSTED BY FDOT
- M STREET LIGHTING PULLBOX TO BE ADJUSTED BY FDOT
- P ELECTRICAL PULLBOX TO BE ADJUSTED BY FDOT
- Q CITY OF WEST PALM BEACH FIRE HYDRANT TO BE RELOCATED BY FDOT
- R CITY OF WEST PALM BEACH WATER MH TO BE ADJUSTED BY FDOT
- T CITY OF WEST PALM BEACH SANITARY MH TO BE ADJUSTED BY FDOT
- U WATER VALVE TO BE ADJUSTED BY SEACOAST UTILITY AUTHORITY
- V WATER METER TO BE ADJUSTED BY SEACOAST UTILITY AUTHORITY
- Y CITY OF RIVIERA BEACH IRRIGATION LINE TO BE CAPPED BY FDOT
- Z CITY OF RIVIERA BEACH DIP TO BE RELOCATED BY FDOT
- AA IRRIGATION CONTROL VALVE TO BE RELOCATED BY FDOT

NOTES ADDED AS PER FPL TRANSMISSION.

1. MAINTAIN CLEARANCES AS REQUIRED BY OSHA, WHEN WORKING IN THE PROXIMITY OF FPL'S HIGH VOLTAGE TRANSMISSION CONDUCTORS & OWNER VOLTAGE DISTRIBUTION CONDUCTIONS.
2. MAINTAIN ACCESS TO ALL FPL FACILITIES AT ALL TIMES DURING CONSUTRUCTION.
3. ALL EXISTING FACILITIES MUST REMAIN ENERGIZED DURING ROAD CONSTRUCTION.

PAY ITEM 590-70-5 IRRIGATION SYSTEM-MODIFY EXISTING SYSTEM:  
INCLUDES ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS FOR THE RESTORATION OF THE IMPACTED IRRIGATION ZONES BY MEANS OF OPEN TRENCHING FOR MODIFIED MEDIANS, INCLUDES THE COST FOR RESTORING IMPACTED SYSTEM COMPONENTS AND INSTALLATION INCLUDING BUT NOT LIMITED TO: IRRIGATION HEADS NOZZLES, FITTINGS, PIPES, SLEEVES, BACKFILLING, SITE RESTORATION, DEBRIS REMOVAL, SYSTEM TESTING AND COORDINATION WITH THE CITY OF RIVERA BEACH. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR THE COST OF ELECTRIC POWER OR (NORMAL USAGE) OF WATER UTILIZED WITH SYSTEM.

INDIVIDUAL IRRIGATION QUANTITITES ARE BASED ON AS-BUILT IRRIGATION PLANS (PFID 229744-3-52-01):

- IRRIGATION PIPE, ¾" = 3545 LF
- IRRIGATION PIPE, 1" = 900 LF
- IRRIGATION PIPE, 1-¼" = 80 LF
- IRRIGATION PIPE, 1-½" = 470 LF
- IRRIGATION SLEEVE, 1-½" = 45 LF
- IRRIGATION SLEEVE, 2" = 430 LF
- IRRIGATION SLEEVE, 3" = 130 LF
- SPRINKLER HEADS = 332 EA
- VALVES = 21 EA

PAY ITEM 0431-1530 PIPE LINER SLIPLINING 30 INCHES:  
INCLUDES ANY FLOWABLE FILL AND PIPE CLEANING NEEDED AS INCIDENTAL TO THE WORK.

RAILROAD NOTES.

1. PORT OF PALM BEACH- MAIN POINTS OF CONTACT

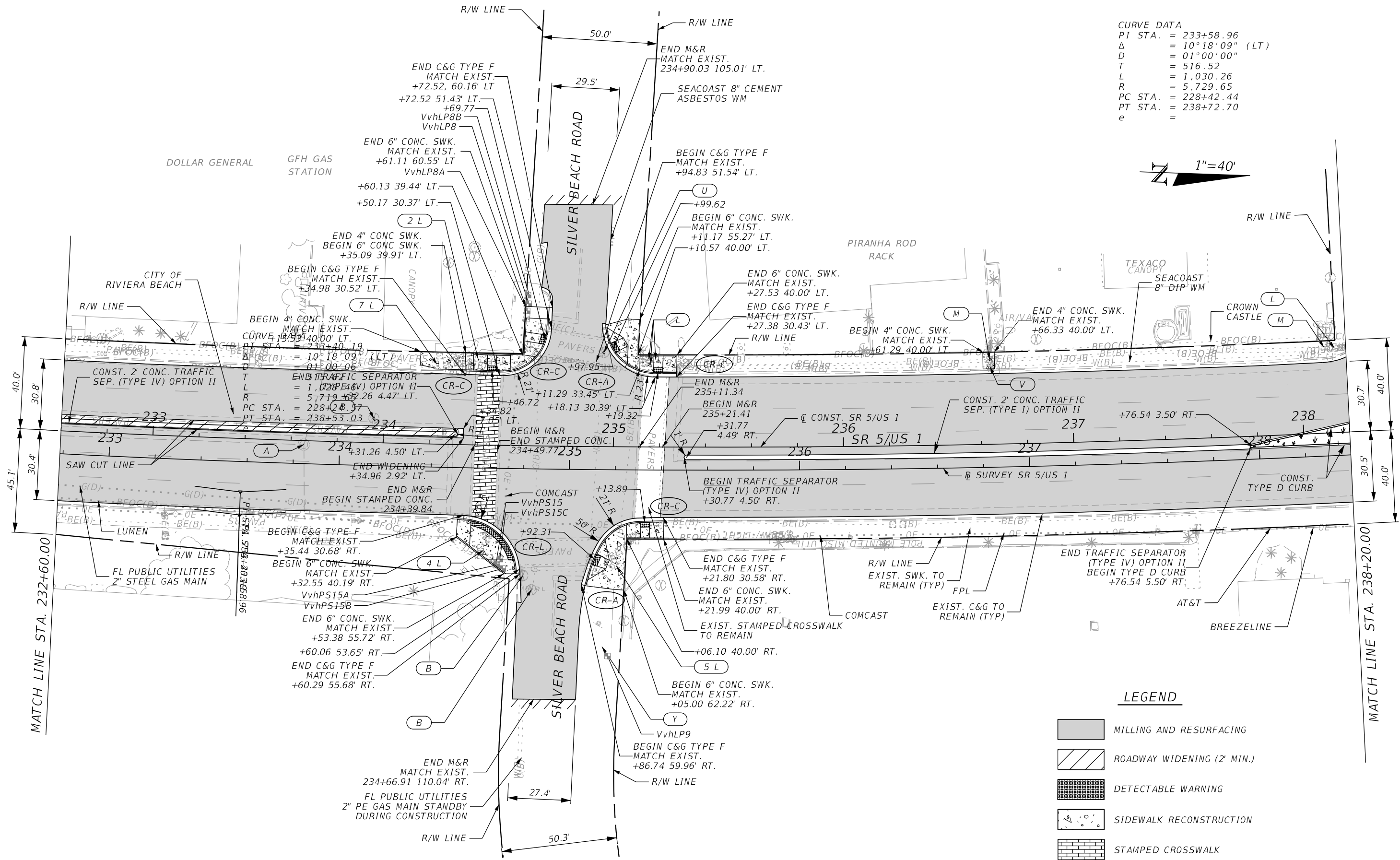
PORT RAIL PHONE (DISPATCH)- ON DUTY ENGINEER- 561-308-9525  
ALAN FAWCETT- TRAIN MASTER- 561-346-9119  
KEITH LEGGETT- ASSISTANT DIRECTOR OF OPERATIONS- 561-383-4190

2. CONTRACTOR SHALL STOP WORK DURING ANY TRAIN MOVEMENTS WITHIN THE PORT OF PALM BEACH.
3. CONTRACTOR TO EXERCISE CAUTION AROUND EXISTING LIGHTS, CAMERAS AND CONDUITS OWNED BY THE PORT OF PALM BEACH.
4. CONTRACTOR SHALL HAVE TWIC IDENTIFICATION TO BE PROVIDED BY THE DEPARTMENT OF HOMELAND SECURITY. IF THE TWIC IDENTIFICATION IS NOT OBTAINED, AN ESCORT WILL BE REQUIRED WITH A REQUIRED TARIFF.
5. CONTRACTOR IS LIMITED TO NIGHT WORK ONLY FROM 7:00 PM TO 5:00 AM, MONDAY THRU SUNDAY WITHIN THE PORT OF PALM BEACH PROPERTY.
6. CONTRACTOR IS DIRECTED TO COORDINATE DIRECTLY WITH TROPICAL SHIPPING FOR THE REMOVAL OF THEIR EQUIPMENT STORED UNDER THE BRIDGE IN CONFLICT WITH THE PROPOSED WORK PRIOR TO CONSTRUCTION.  
TROPICAL SHIPPING- CLAUDE CLEVINGER- 561-215-9122 (EMAIL ADDRESS: CCLEVINGER@TROPICAL.COM)
7. THE PORT OF PALM BEACH SHALL PROVIDE FLAGS AND SIGNAGE DURING CONSTRUCTION AND CONTROL ALL TRAIN MOVEMENTS WITHIN THE PORT OF PALM BEACH PROPERTY.

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JOSE LUIS SANTIAGO, P.E. LICENSE NUMBER 60248 EXP U.S. SERVICE INC. 201 ALHAMBRA CIR. - SUITE 800 CORAL GABLES, FLORIDA - 33134		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 5	PALM BEACH	438386-2-52-01		13

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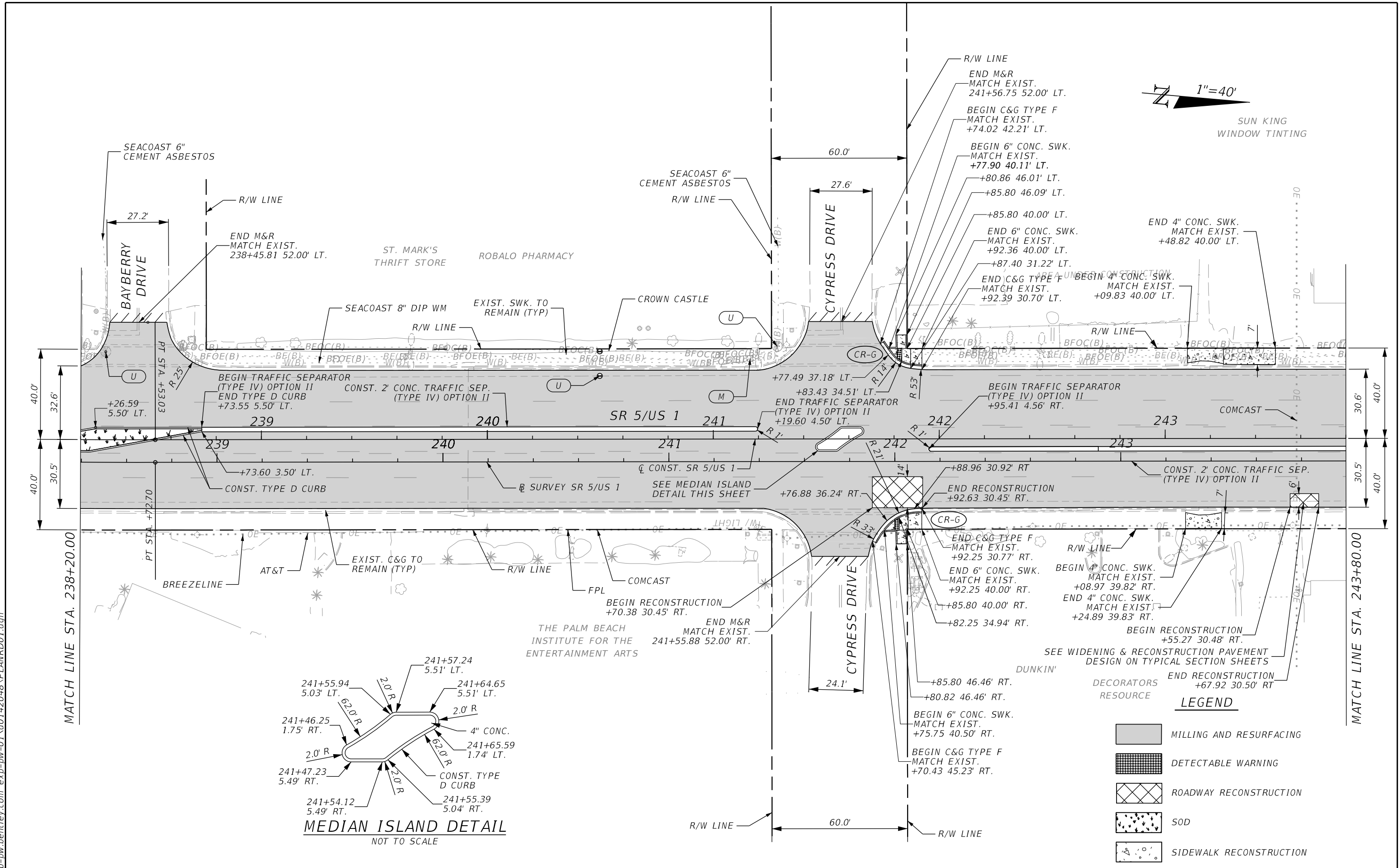
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN SHEET	SHEET NO. 33
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	PALM BEACH	438386-2-52-01		

JOSE LUIS SANTIAGO, P.E.  
LICENSE NUMBER 60248  
EXP U.S. SERVICE INC.  
201 ALHAMBRA CIR. - SUITE 800  
CORAL GABLES, FLORIDA - 33134

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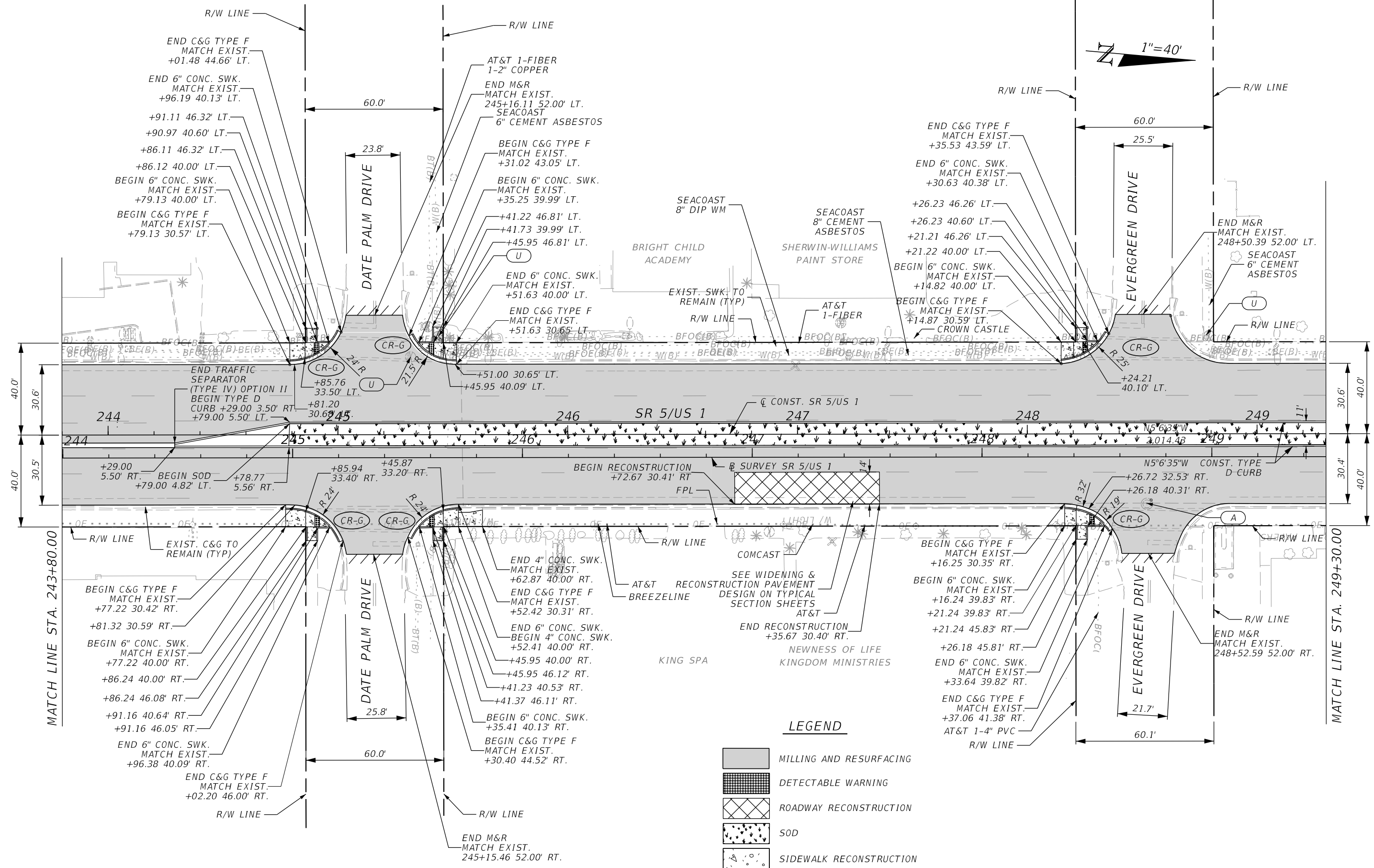
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN SHEET	SHEET NO. 34
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				JOSE LUIS SANTIAGO, P.E. LICENSE NUMBER 60248 EXP U.S. SERVICE INC. 201 ALHAMBRA CIR. - SUITE 800 CORAL GABLES, FLORIDA - 33134	SR 5	PALM BEACH	438386-2-52-01		

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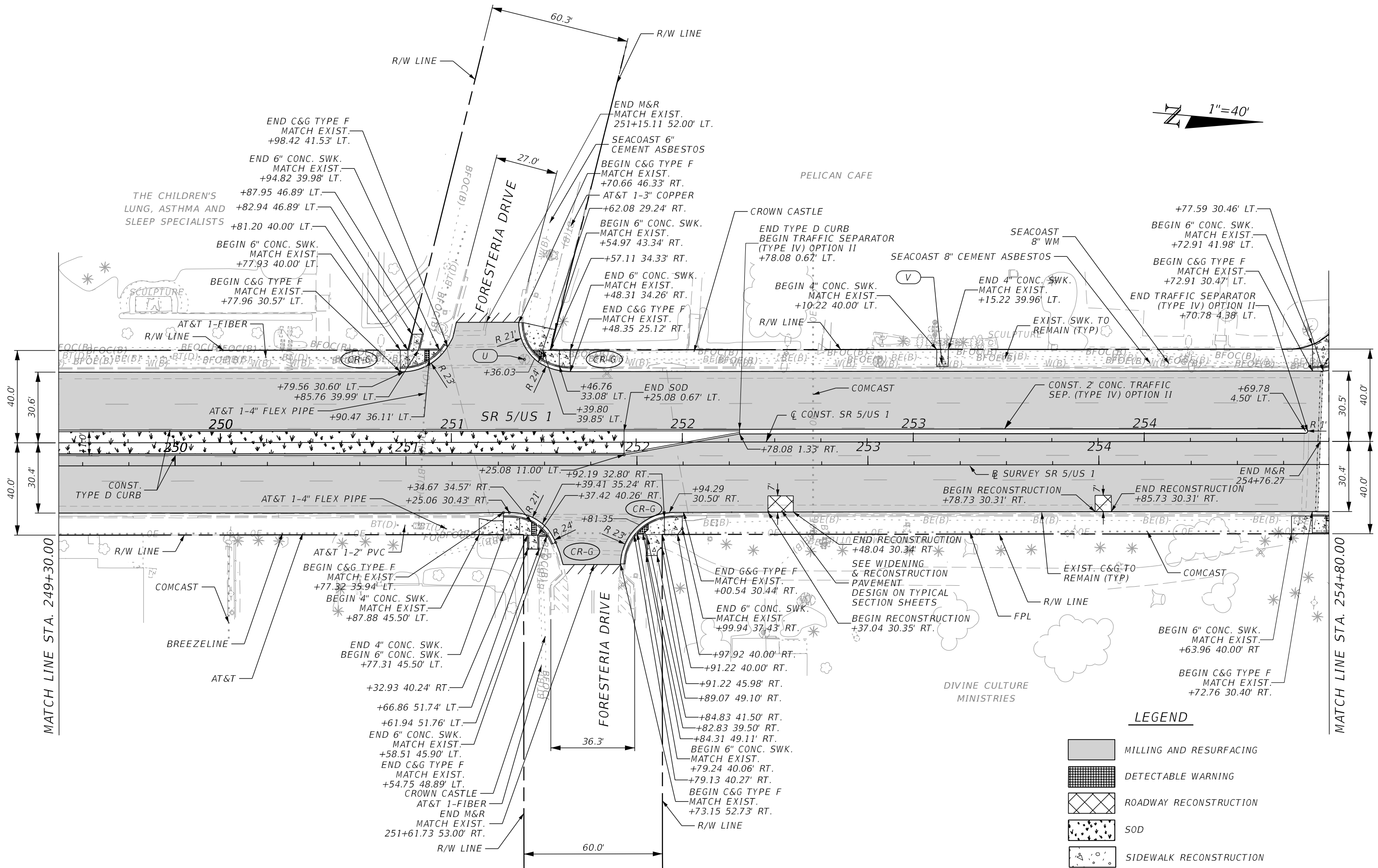
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN SHEET	SHEET NO. 35
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	PALM BEACH	438386-2-52-01		

JOSE LUIS SANTIAGO, P.E.  
LICENSE NUMBER 60248  
EXP U.S. SERVICE INC.  
201 ALHAMBRA CIR. - SUITE 800  
CORAL GABLES, FLORIDA - 33134

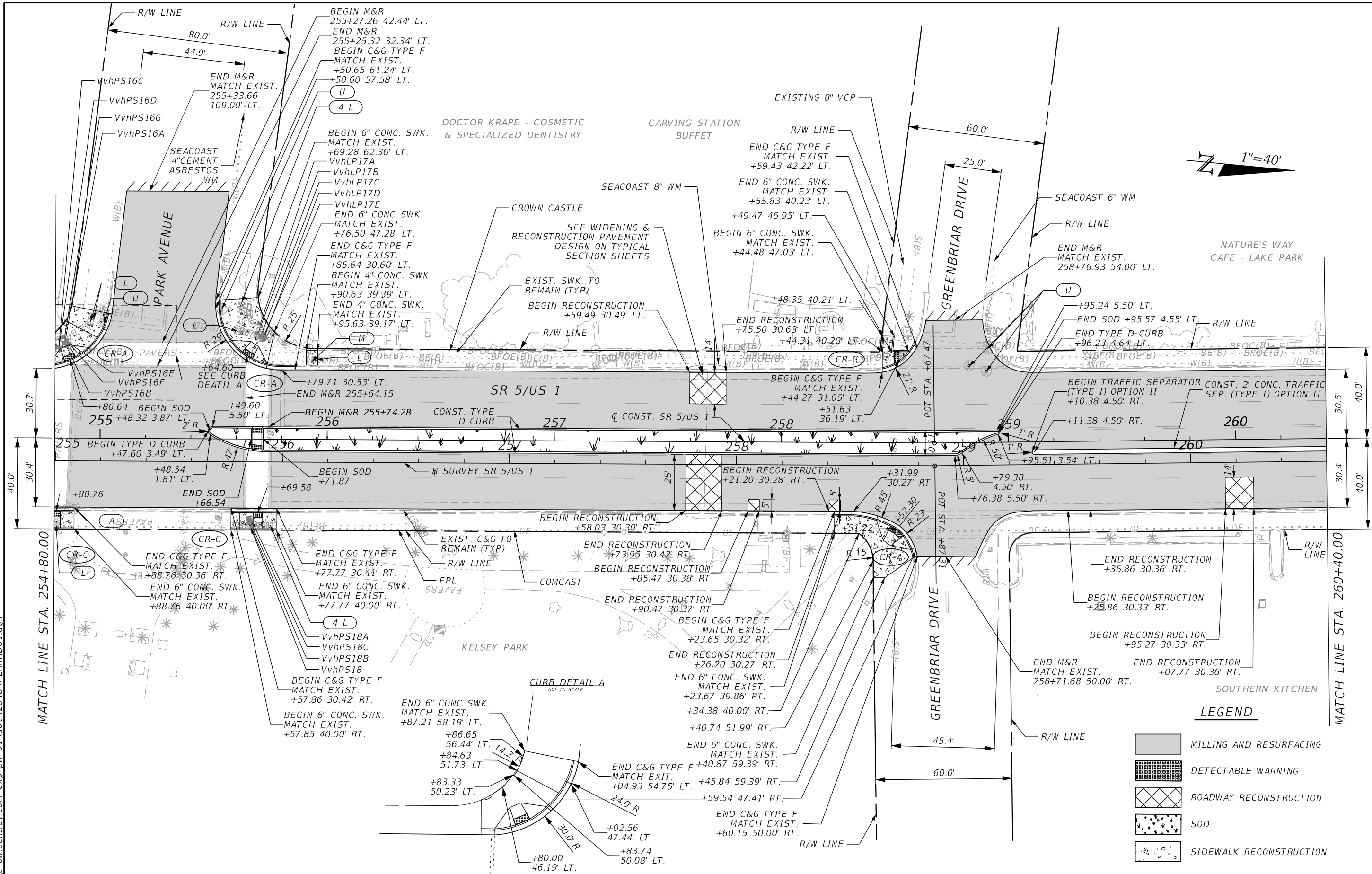
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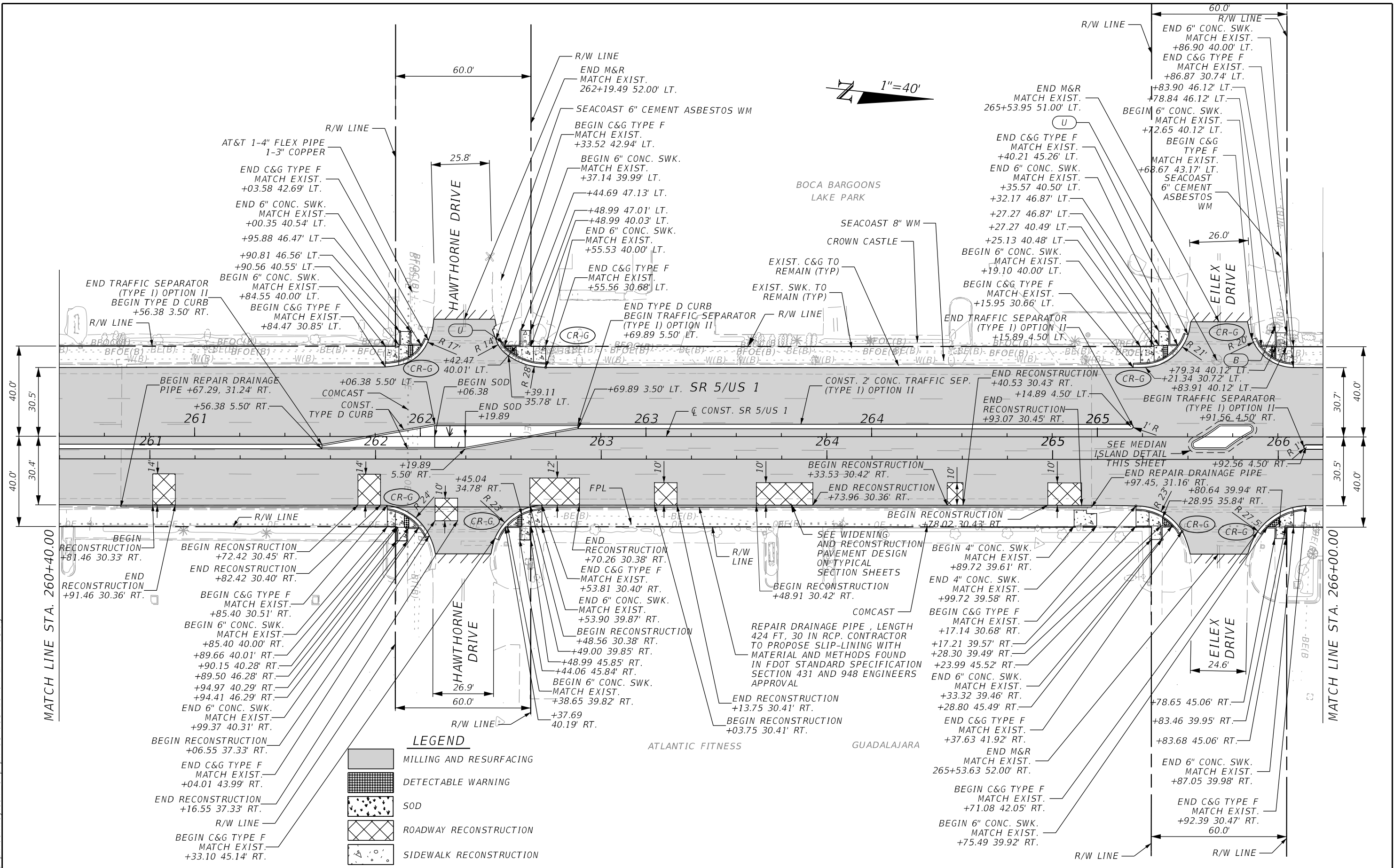
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	DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		36
						SR 5	PALM BEACH	438386-2-52-01		

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					SR 5	PALM BEACH	438386-2-52-01	

JOSE LUIS SANTIAGO, P.E.  
LICENSE NUMBER 60248  
EXP U.S. SERVICE INC.  
201 ALHAMBRA CIR. - SUITE 800  
CORAL GABLES, FLORIDA - 33134

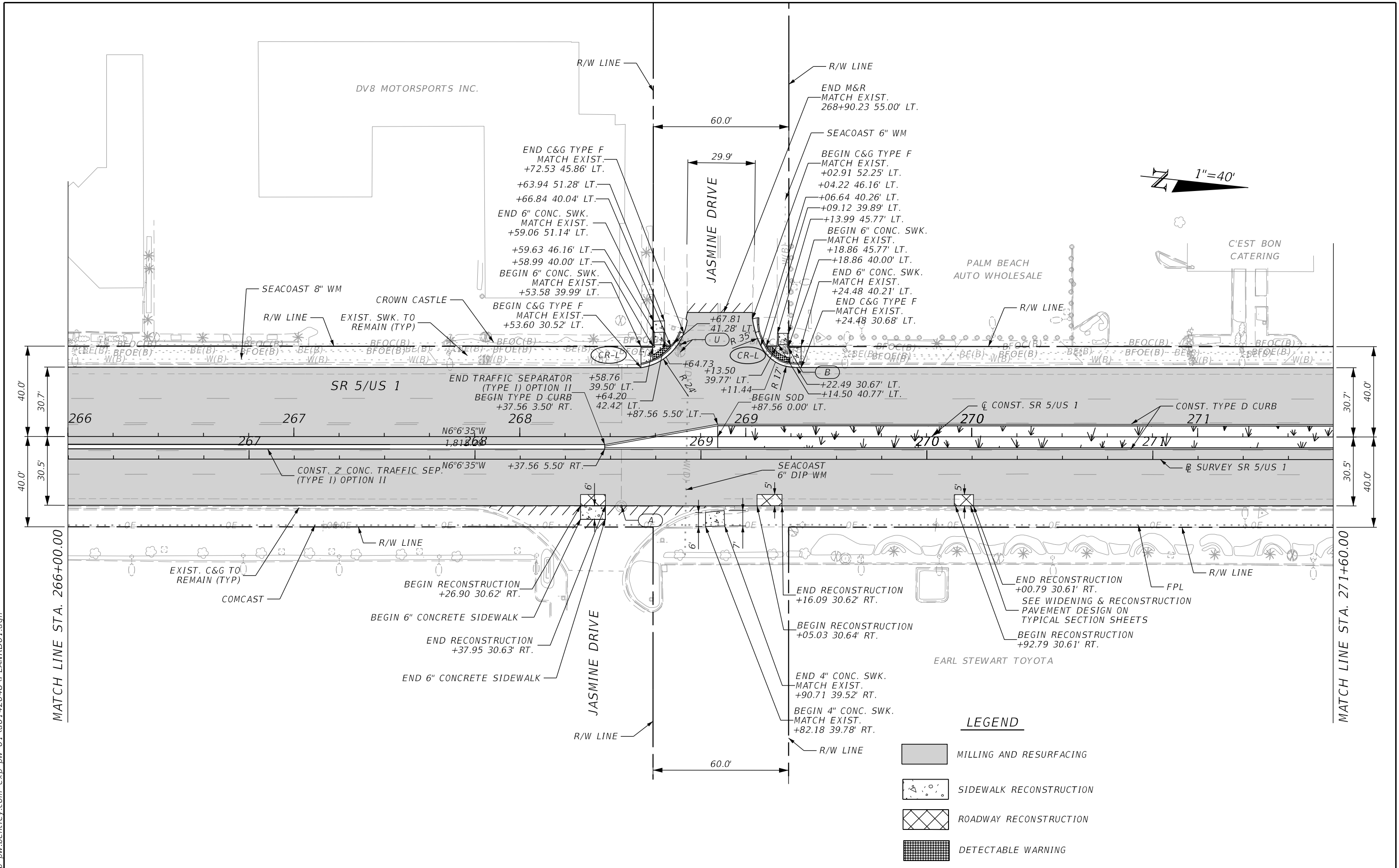
ROADWAY PLAN SHEET

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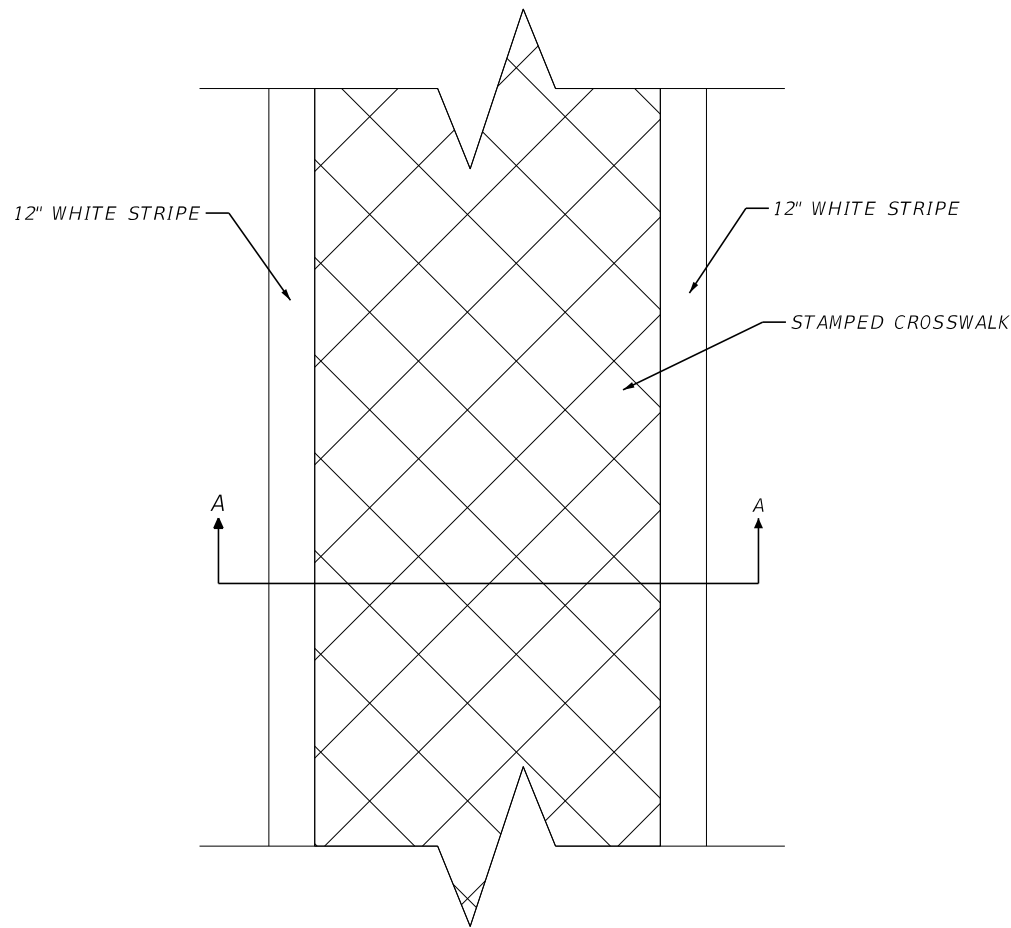


REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN SHEET	SHEET NO. 39
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				JOSE LUIS SANTIAGO, P.E. LICENSE NUMBER 60248 EXP U.S. SERVICE INC. 201 ALHAMBRA CIR. - SUITE 800 CORAL GABLES, FLORIDA - 33134	SR 5	PALM BEACH	438386-2-52-01		

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STAMPED CROSSWALKS DETAIL



NOTES:

REFER TO ROADWAY AND SIGNING & MARKING PLANS FOR CROSSWALK LOCATIONS AND LAYOUT.

PATTERN TOOL SHALL BE CLOSED TOP TO IMPRINT SURFACE TEXTURE AND TO CONTROL JOINT DEPTH. JOINT DEPTH NOT TO EXCEED 1/2".

XYLENE BASED, ACRYLIC COPOLYMER SEALER WITH 20% SOLIDS TO BE USED AS FINAL TREATMENT. PATTERNED CONCRETE SHALL BE SEALED WITH ONE COAT OF PATTERNED CONCRETE SEAL. PRODUCT SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

PRIOR TO INSTALLATION OF THE PATTERNED ASPHALT THE CONTRACTOR SHALL PROVIDE A 8' x 8' MOCK UP AT THE JOBSITE FOR EACH PATTERN TO BE USED. ENGINEER SHALL APPROVE COLOR, TEXTURE, AND WORKMANSHIP OF THE MOCK-UP THEN RETAIN AS A STANDARD FOR JUDGING COMPLETED WORK.

THE COLORING SHALL BE CONSISTENT THROUGHOUT.

THE SURFACE VARIATIONS SHALL NOT BE MORE THAN 1/4" UNDER A 10 FOOT STRAIGHT EDGE, NOR MORE THEN 1/8th INCH ON A 5 FOOT TRANSVERSE SECTION. THE EDGE OF THE CONCRETE SHALL BE CAREFULLY FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 5/8INCH.

COLOR AND PATTERN ARE REPRESENTATIVE OF THE CHOSEN ALTERNATIVE APPROVED BY THE TOWN OR CITY. SIMILAR PATTERNS AND COLORS MAY BE CHOSEN PENDING FINAL APPROVAL BY THE TOWN OR THE CITY PRIOR TO CONSTRUCTION OF MOCK-UP.

TOOLS SHALL BE PROMPTLY TAMPED INTO THE SURFACE TO ACHIEVE THE DESIRED TEXTURE.

TRANSVERSE JOINTS SHALL BE CUT AT ALL EDGE AND LANE LINES EXCEPT WHEN SUCH A JOINT WILL CREATE A SLAB SECTION LESS THEN 10'. THE JOINTS SHALL BE 1/4 THE DEPTH OF THE SLAB AND SEALED.

TOWN OF LAKE PARK  
ASPHALT CROSSWALKS

INTERSECTIONS:

SILVER BEACH RD  
PALMETTO RD

PATTERN:

LIMESTONE TEXTURED  
RUNNING BOND

COLOR:

TOFFEE

CITY OF RIVIERA BEACH  
ASPHALT CROSSWALKS

INTERSECTIONS:

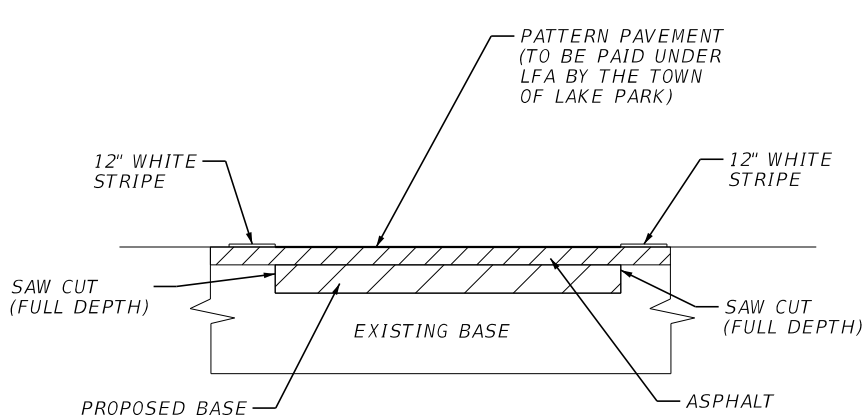
W 13TH ST  
W 22ND ST  
BLUE HERON BLVD

PATTERN:

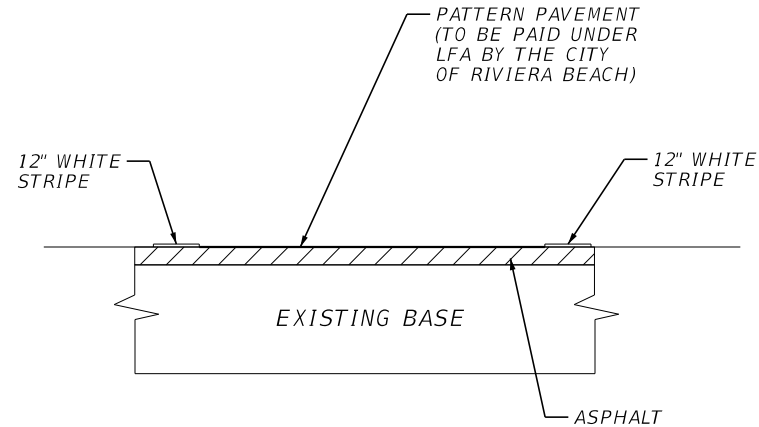
DIAGONAL HERRINGBONE

COLOR:

RUBY RED



SECTION A - A



SECTION A - A

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
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JOSE LUIS SANTIAGO, P.E.  
LICENSE NUMBER 60248  
EXP U.S. SERVICE INC.  
201 ALHAMBRA CIR. - SUITE 800  
CORAL GABLES, FLORIDA - 33134

SPECIAL DETAILS

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**SECTION: 93020000 / 9304000**  
**PERMIT: 438386-2-52-01**  
**COUNTY: Palm Beach**  
**STATE RD: 5**

## **EXHIBIT C**

### **APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS**

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

<b>ITEM #</b>	<b>ITEM</b>	<b>QNTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>COST</b>	<b>COMMENT</b>
523-3	Patterned Pavement, Vehicular Areas	135	SY	\$ 191.40	\$25,839.00	Crosswalks

\*Amounts are approximate and include contingencies

### **ANTICIPATED TERMS OF A SEPARATE AGREEMENT**

I.	<b>FDOT PARTICIPATION:</b>	\$ 0.00
II.	<b>AGENCY PARTICIPATION:</b> (Via Separate Agreement)	\$25,839.00
III.	<b>APPROXIMATE LANDSCAPE IMPROVEMENT COST:</b>	\$25,839.00

SECTION: 93020000 / 9304000  
PERMIT: 438386-2-52-01  
COUNTY: Palm Beach  
STATE RD: 5

## EXHIBIT D

### PATTERNED PAVEMENT MAINTENANCE

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, at a minimum, to include its frictional characteristics and integrity as follows:

1. Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted in accordance with *\*FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)* using either a Locked Wheel Friction Tester or Dynamic Friction Tester. **All costs for friction testing are the responsibility of the AGENCY.**
2. The initial friction resistance shall be at least **35** obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (see FM 5-592). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Approved Products List (APL) or replaced with conventional pavement.
3. Approximately **one year** after project acceptance and **every two years** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with **ASTM E274** or **ASTM E1911**. Friction resistance shall, at a minimum, have a FN40R value of **30** (or equivalent).
4. The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center (Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413, (561)432-4966) with a cover letter either certifying that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
5. Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the

intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL or replaced with conventional pavement.

6. When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
7. The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
8. Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

**\*FM 5-592:**

<https://www.fdot.gov/materials/administration/resources/library/publications/fstm/bynumber.shtml>

**SECTION: 93020000 / 9304000**  
**PERMIT: 438386-2-52-01**  
**COUNTY: Palm Beach**  
**STATE RD: 5**

## **EXHIBIT E**

### **RESOLUTION**

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

*Please see attached*

*(Will be provided by Town)*