

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement ("Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the Town of Lake Park located at 535 Park Avenue, Lake Park, FL 33403, hereinafter called the TOWN, also referred to as the PARTICIPANT in Exhibit B (Three Party Escrow Agreement).

**WITNESSETH**

WHEREAS, the DEPARTMENT and the TOWN are desirous of having the TOWN provide additional financial assistance to the DEPARTMENT for reconstruction work along SR-5/US-1 from 59<sup>th</sup> Street to SR-850/Northlake Blvd. in Palm Beach County, Florida. (Financial Management (FM) Number 438386-2-52-01, Funded in Fiscal Year 2024/2025); and

WHEREAS, as part of the DEPARTMENT'S construction work, the TOWN has requested that the DEPARTMENT perform the following additional work: Construction of decorative lighting and stamped patterned pavement (FM Number 438386-2-52-05) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the "Project"; and

WHEREAS, the TOWN has agreed to provide the DEPARTMENT with the additional funding needed for the Project; and

WHEREAS, the improvements are in the interest of both the TOWN and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the TOWN by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines, and standards.
3. The TOWN agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost. The PARTICIPANT agrees that no part of the Project is subject to any permit from the PARTICIPANT.

4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the TOWN'S input in its decisions.
5. The total cost for the Project and the DEPARTMENT'S reconstruction along SR-5, is estimated to be ELEVEN MILLION THREE HUNDRED FOUR THOUSAND FIVE HUNDRED NINETY DOLLARS AND NO CENTS (\$11,304,590.00). The TOWN'S payment for the Project is an estimated amount of SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND NO CENTS (\$76,156.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the TOWN'S payment, the difference shall be refunded to the TOWN. If the actual cost of the Project, without modifications, results in a sum greater than that paid by the TOWN, then any additional cost shall be the sole responsibility of the TOWN and shall be paid to the DEPARTMENT.
  - A. The TOWN agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND NO CENTS (\$76,156.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program and not construct the Project.

Remittance shall be made payable to the Department of Financial Services, Revenue Processing. Payment shall be clearly marked to indicate that it is to be applied to FM No. 438386-2-52-05. The DEPARTMENT shall utilize this amount towards the costs of Project No. 438386-2-52-05.

Payment shall be mailed to:  
Florida Department of Transportation  
Office of Comptroller  
General Accounting Office, LFA Section  
605 Suwannee Street, MS 42B  
Tallahassee, Florida 32399

In lieu of mailing payment to the DEPARTMENT, the TOWN may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.  
Account # 4834783896  
ABA # 121000248  
State of Florida Department of Financial Services  
Bureau of Collateral Management  
Re: DOT – K 11-78, Financial project # 438386-2-52-05

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Ashley Sheffield at 850-414-4887. In addition to calling Ms. Sheffield, the TOWN shall send an email notification to D4-LFA@dot.state.fl.us stating the day and time the wire transfer was sent.

- B. The TOWN's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the DEPARTMENT'S work plus allowances is hereinafter defined as the "Total Accepted Bid". Allowances are hereby defined as contingency, mobilization (MOB), and Maintenance of Traffic (MOT). If the TOWN'S share of the accepted bid for the Project plus allowances is in excess of the advance deposit amount, the TOWN will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the TOWN as soon as it becomes apparent the accepted bid amount plus allowances is in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the TOWN shall not relieve the TOWN from its obligation to pay for its full participation. If the TOWN cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT'S Project Manager indicating when the deposit will be made and the DEPARTMENT'S written consent to the payment of the additional deposit and said date. The TOWN understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project and the DEPARTMENT'S roadway work from the DEPARTMENT'S Work Program.
- C. If the TOWN'S payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the TOWN'S payment for the accepted bid amount plus allowances if such refund is requested by the TOWN in writing.
- D. Should Project modifications occur that increase the TOWN'S payment for the Project, the TOWN will be notified by the DEPARTMENT. The TOWN agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Project. The DEPARTMENT shall notify the TOWN as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the TOWN shall not relieve the TOWN from its obligation to pay for its full participation. Funds due from the TOWN, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.*

- E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project and the resurfacing work complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project & construction cost records and accounts shall be subject to audit by a representative of the TOWN for a period of three (3) years after final close out of the Project and the resurfacing work. The TOWN will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the TOWN. If the final accounting is not performed within three hundred sixty (360) days, the TOWN is not relieved from its obligation to pay.
- F. In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the TOWN will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The TOWN agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- G. The payment of funds under this Agreement will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the Three-Party Escrow Agreement between the TOWN, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury a copy of which is attached hereto and made a part hereof as **Exhibit B**.

- 6. Upon completion of the Project, the TOWN shall be responsible for the maintenance of the decorative lighting and the stamped pavement patterned.

The TOWN will comply with the provisions set forth in the Lighting Maintenance Memorandum of Agreement (MMOA) and the Landscape Maintenance Memorandum of Agreement (LMMOA) which are attached hereto and made a part hereof as **Exhibit C and Exhibit D**, respectively. The TOWN shall agree to maintain the Project in accordance with the terms of **Exhibit C & Exhibit D**. The terms of this paragraph shall survive the termination of this Agreement.

- 7. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. The jurisdictional venue with respect to any such litigation shall be in Broward County.
- 8. This Agreement and any interest herein shall not be assigned, transferred, or otherwise encumbered by the TOWN under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.



9. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the TOWN and the DEPARTMENT until the Project (FM# 438386-2-52-05) is completed as evidenced by the written acceptance of the DEPARTMENT.
10. The TOWN warrants that it has not employed or obtained any company or person, other than bona fide employees of the TOWN, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the TOWN. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
11. The TOWN / Vendor/ Contractor:
  - (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the TOWN/ Vendor/Contractor during the term of the contract; and
  - (B) shall 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.
12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: Mya Gray  
With a copy to: Damaris Williams, P.E.  
A second copy to: Office of the General Counsel

If to the TOWN:

Town of Lake Park

535 Park Avenue

Lake Park, FL 33403

Attn: Ms. Nadia DiTommaso

Federal Employer ID No.: F-596-000-355

***This space is intentionally left blank.***

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. \_\_\_\_\_, hereto attached.

TOWN OF LAKE PARK

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
JOHN P. KRANE, P.E.  
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

\_\_\_\_\_  
TOWN CLERK (SEAL)

BY: \_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: \_\_\_\_\_  
TOWN ATTORNEY

BY: \_\_\_\_\_  
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FM# 438386-2-52-05**

The scope of work performed on behalf of the Town of Lake Park is detailed below. The Town of Lake Park will be contributing funds for the following:

Construction/ Installation of pattern pavement crosswalks in a limestone textured running bond with 12" white stripe border. The Color of the pattern pavement is "Toffee". The crosswalks receiving this installation includes the south crosswalk at the intersection of Silver Beach Road, and the east crosswalk at the intersection of Palmetto Drive.

Construction / installation of new decorative light pole near Silver Beach Road to supplement the existing decorative lighting system. The pole will consist of a decorative spun concrete pole, decorative arm, and cobra head luminaire. The new pole, arm, and luminaire housing will be color "green" and aesthetically similar to the existing light poles.

## **Exhibit B**

### **THREE PARTY ESCROW AGREEMENT**

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Town of Lake Park ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Construction of decorative lighting and stamped patterned pavement  
along SR-5/US-1  
Project #: 438386-2-52-05  
County: Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

***The remainder of this page is blank.***

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

\_\_\_\_\_  
For FDOT (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
59-3024028  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
For PARTICIPANT (signature)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
F-596-000-355  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

FDOT Legal Review:

\_\_\_\_\_

\_\_\_\_\_  
For Escrow Agent (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**EXHIBIT C**

**MAINTENANCE MEMORANDUM OF  
AGREEMENT  
WITH THE  
TOWN OF LAKE PARK**



SECTION NO.: 93020000 & 93040000  
FM No.(s): 438386-2-52-01  
COUNTY: Palm Beach  
S.R. No.: 5

**DISTRICT FOUR  
LIGHTING MAINTENANCE MEMORANDUM OF AGREEMENT**

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

**WITNESSETH:**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over State Road (S.R.) 5/US-1 from Mile Post (M.P.) 14.166 to M.P. 14.558 and from M.P. 0.00 to 0.384; and

**WHEREAS**, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway **IMPROVEMENTS**; and

**WHEREAS**, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR 5/US-1 at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00to M.P. 0.384 (within the limits of the **AGENCY**); and

**WHEREAS**, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under Project Number **438386-2-52-01** to include decorative lighting; hereinafter called **IMPROVEMENTS** installed along SR 5/US-1 at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00to M.P. 0.384 as detailed within **Exhibit A (Project Location, Description and Aerial)**; and

**WHEREAS**, the Project involves the scope of work as described within **Exhibit B (Construction Plans)**, which will benefit the **AGENCY**; and

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

**WHEREAS** the **AGENCY** by Resolution Number \_\_\_\_\_ entered this date \_\_\_\_\_, attached hereto and by this reference made a part hereof, 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. RECITALS**

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

**2. INSTALLATION OF FACILITIES**

**SECTION NO.:** 93020000 & 93040000  
**FM No.(s):** 438386-2-52-01  
**COUNTY:** Palm Beach  
**S.R. No.:** 5

- A. The **DEPARTMENT** shall construct under Project Number **438386-2-52-01** ("the **IMPROVEMENTS**") as detailed in **Exhibit A** and **Exhibit B** that will benefit the **AGENCY**.
- B. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). 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 ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- C. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the **IMPROVEMENTS** by the **DEPARTMENT**.

The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the Project.

### **3. MAINTENANCE OF FACILITIES**

- A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **438386-2-52-01** within the limits of construction. Maintenance by the **AGENCY** will include but not limited to inspection, repair, restoration, replacement, coating, and general maintenance of all decorative or non-standard features within the limits of construction. This includes Project Number **438386-2-52-01** for decorative light poles, installed along SR 5/US-1, at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00 to M.P. 0.384.

This maintenance **AGREEMENT** will apply to all existing decorative or non-standard lights already installed within the limits of the **AGENCY**.

- 1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.

- 2) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.

As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace all defective or worn-out parts of the **IMPROVEMENTS**. The **AGENCY'S** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair, and replacement of any type or nature, including, but not limited to maintenance, repair, coating replacement, and replacement due to normal wear and tear caused by a named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.

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- 3) The **AGENCY** shall perform all activities necessary to keep the **IMPROVEMENTS** fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power, and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the **IMPROVEMENTS**, as may be necessary.
- 4) The above-named 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, reworking relating to the maintenance obligation / function or **AGREEMENT** termination.
- 5) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C (Maintenance Plan Requirements)**.
- 6) The **AGENCY** shall be responsible for maintaining the light pole structures and electrical components. The **AGENCY** shall replace the structure if destroyed in an accident by third parties. The **DEPARTMENT** expressly assigns its rights, interests and privileges pertaining damage **IMPROVEMENTS** to the **AGENCY**, so that **AGENCY** can pursue all claims and causes of actions against the third parties responsible for the damage. The **DEPARTMENT** will assist the **AGENCY** as necessary and will confirm **AGENCY'S** authorization to pursue recovery. The **AGENCY** will be responsible for all attorneys' fees and costs incurred in its recovery activities. The **AGENCY** shall not file suit in the name of the **DEPARTMENT**.
- B. The **AGENCY** shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY'S** failure to comply with all ADA Laws existing and as may be amended. Costs and expenses shall include the costs to make the facility ADA compliant, attorney's fees and costs and any judgments. Adjacent sidewalk areas shall be accessible at all times. If sidewalk closures are needed, alternate routes shall be clearly identified, and any missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.
- C. All **IMPROVEMENTS** shall at all times have notification signs posted with the name and phone number of the department within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that the **AGENCY** can be contacted regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this Project shall not contain advertising; nor shall the **AGENCY** allow any advertising to be placed upon the **IMPROVEMENTS** in the future.
- D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as

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amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.

- DI. Any work impacting traffic flow along SR 5/US-1 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT'S** Open Roads Policy.

#### 4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY'S** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **TOWN OF LAKE PARK, TOWN MAYOR**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 3) If there is no standard equivalent item or if in the **DEPARTMENT'S** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its contractor's, all the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

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## 5. 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 for an adjacent state road to be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

## 6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document subject to the following conditions:

- 1) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without prior written approval by the **DEPARTMENT**.
- 2) The **AGENCY** shall procure a permit and/ or Construction **AGREEMENT** from the **DEPARTMENT**, as appropriate.
- 3) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate State of Florida safety and roadway design standards.
- 4) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** regarding any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

## 7. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under anyone (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditure for the installation, relocation, or removal of said **IMPROVEMENTS**.
- 2) 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 that is made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
- 3) By the Department with a six (6) month written notice.

## 8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** exist.

## **9. 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 **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, sub consultants, 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 **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.
  - 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
  - 3) Coverage is not to cease and shall 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 coverages 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.

## **10. E-VERIFY REQUIREMENTS**

The **AGENCY** shall:

- 1) 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** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors 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.

## **11. ENTIRE AGREEMENT**

**SECTION NO.:** 93020000 & 93040000  
**FM No.(s):** 438386-2-52-01  
**COUNTY:** Palm Beach  
**S.R. No.:** 5

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 except the Local Funded Agreement(s) and State Highway Lighting Maintenance and Compensation Agreement(s) signed between the parties, as amended, as to all other **IMPROVEMENTS** not specifically mentioned in this Agreement. The streetlights installed under this Project will be compensated as streetlights under the State Highway Lighting Maintenance and Compensation Agreement. If the **DEPARTMENT** and **AGENCY** fail to agree on the annual lump sum amount to be paid under the State Highway Lighting Maintenance and Compensation Agreement, this Agreement shall supersede that Agreement and the **AGENCY** agrees to maintain the lights solely under this Agreement.

## **12. EXPENDITURE OF MONEY**

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.

## **13. 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.

## **14. ASSIGNMENT**

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

## **15. 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

**SECTION NO.:** 93020000 & 93040000  
**FM No.(s):** 438386-2-52-01  
**COUNTY:** Palm Beach  
**S.R. No.:** 5

this **AGREEMENT** is decided.

## 16. NOTICES

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**:

State of Florida Department of Transportation  
Attention: District Maintenance Engineer  
3400 West Commercial Blvd  
Ft. Lauderdale, FL 33309-3421

**AGENCY:**

Town of Lake Park  
535 Park Avenue,  
Lake Park, FL 33403  
Attention: Town Mayor

## 17. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Aerial  
Exhibit B: Lighting Plans  
Exhibit C: Maintenance Plan Requirements

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SECTION NO.: 93020000 & 93040000  
FM No.(s): 438386-2-52-01  
COUNTY: Palm Beach  
S.R. No.: 5

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**AGENCY:**

Town of Lake Park, a municipal Corporation of  
the State of Florida:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager / Mayor

Print Name: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk

Print Name: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney

Print Name: \_\_\_\_\_

SECTION NO.: 93020000 & 93040000  
FM No.(s): 438386-2-52-01  
COUNTY: Palm Beach  
S.R. No.: 5

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**DEPARTMENT:**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

Sign: \_\_\_\_\_  
Director of Operations

Print Name: Paul A. Lampley

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

Approval as to Form:

Sign: \_\_\_\_\_  
Assistant General Counsel

Print Name: Francine Steelman

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

SECTION NO.: 93020000 & 93040000  
FM No.(s): 438386-2-52-01  
COUNTY: Palm Beach  
S.R. No.: 5

## EXHIBIT A

### PROJECT LOCATION, DESCRIPTION, AND AERIAL

#### I. Location:

The **IMPROVEMENTS** associated with this **AGREEMENT** are located in the Town of Lake Park, in Palm Beach County, Florida along SR 5/US-1 section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00 to M.P. 0.384

#### II. Description of Work:

Project Number **438386-2-52-01** to include decorative light. The **AGENCY** shall be responsible for maintaining the **IMPROVEMENTS** described in this **AGREEMENT**.

#### III. Aerial



SECTION NO.: 93020000 & 93040000  
FM No.(s): 438386-2-52-01  
COUNTY: Palm Beach  
S.R. No.: 5

**EXHIBIT B**

LIGHTING PLANS

Lighting Plans prepared by Stephen Allen Hughes, P.E., dated December 11, 2023, as approved by the **DEPARTMENT**.

LIGHTING PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
13	L-1	KEY SHEET
14	L-2	SIGNATURE SHEET
15	L-3	GENERAL NOTES
16	L-4	LIGHTING LEGEND
17 THRU 20	L-5 to L-8	LIGHTING DATA TABLE
21 THRU 43	L-9 to L-31	LIGHTING PLAN
44 – 45	L-32 to L-33	LIGHTING POLE FOUNDATION
46	L-34	SERVICE POINT DETAIL

[the balance of this page is intentionally blank]

## EXHIBIT C

### MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT'S** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair

# **EXHIBIT D**

## **LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE TOWN OF LAKE PARK**

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)

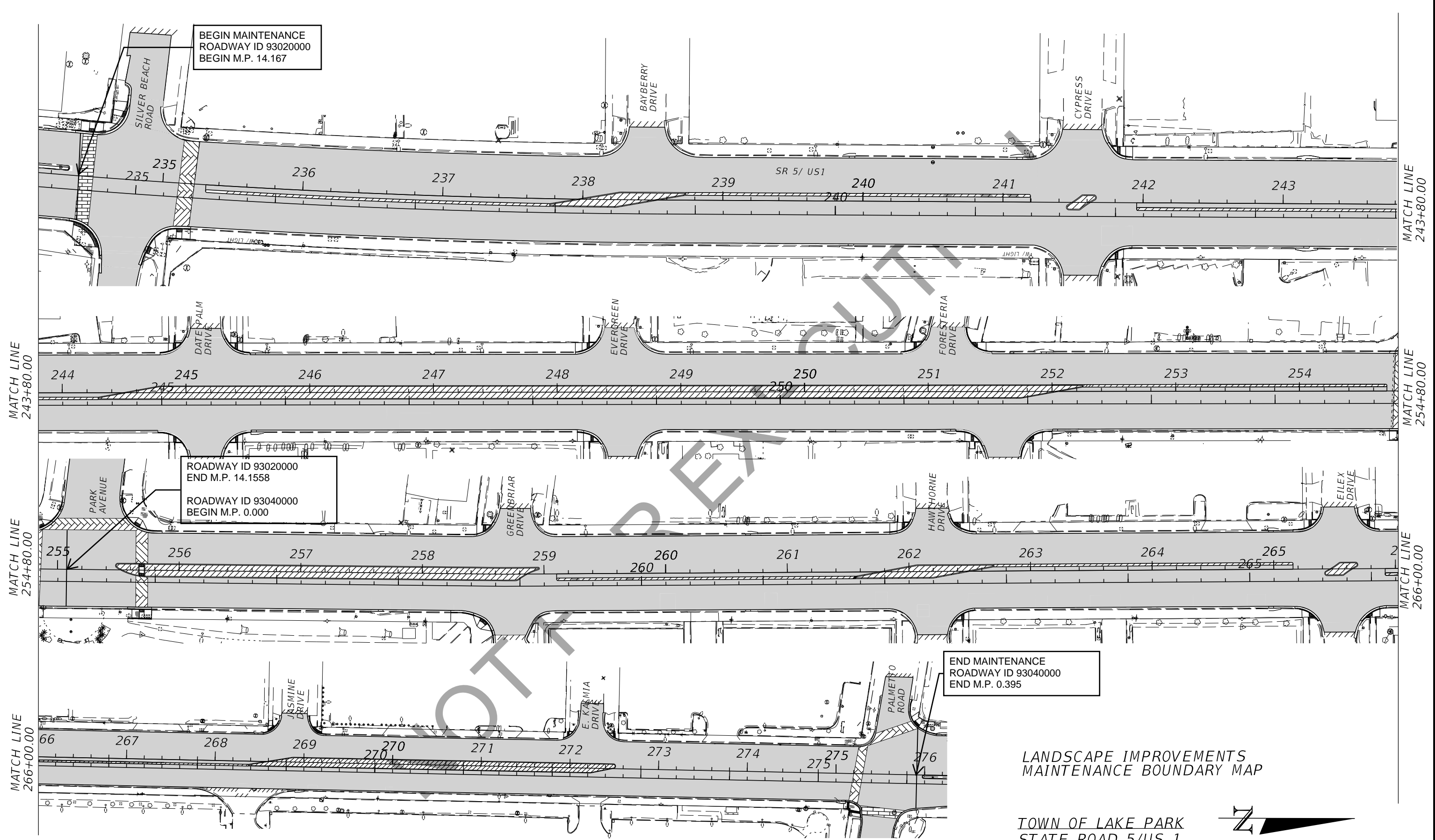
and

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

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

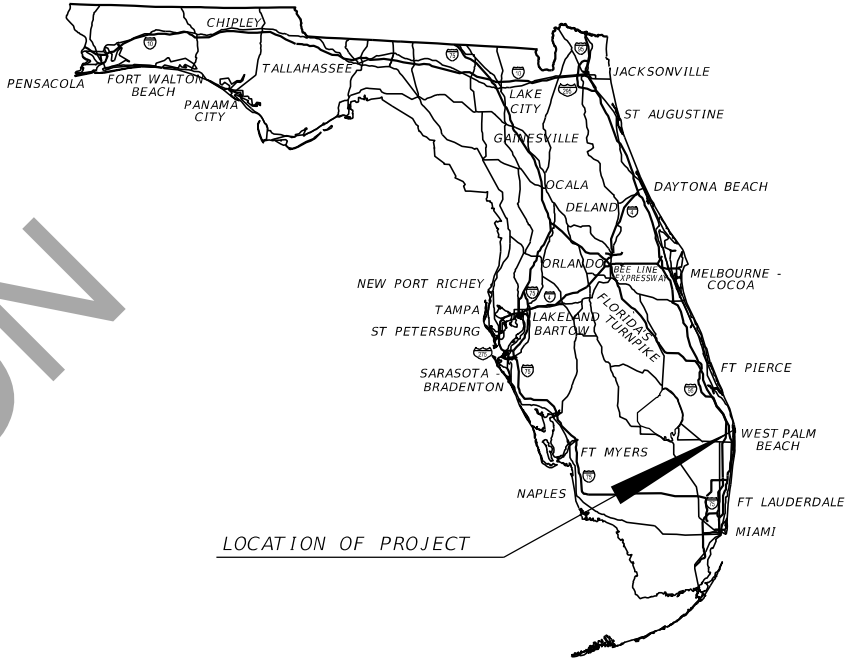
GOVERNING STANDARD SPECIFICATIONS:  
Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

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: <https://tinyurl.com/bdeuudb2>  
  
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



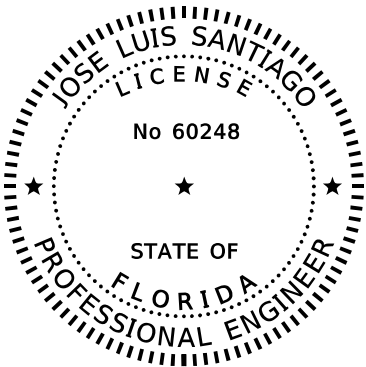
LOCATION OF PROJECT

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



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:

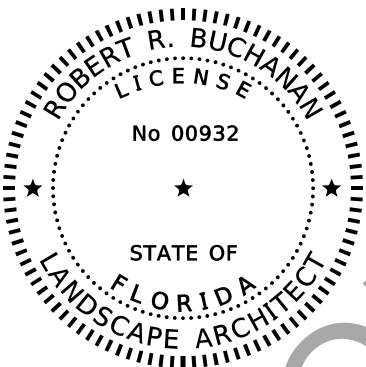
ON THE DATE ADJACENT TO THE SEAL

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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.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
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



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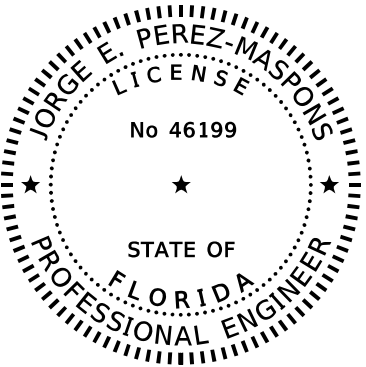
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METRO CONSULTING GROUP, LLC  
341 N. MAITLAND AVENUE, SUITE 220  
MAITLAND, FL 32751  
ROBERT R. BUCHANAN, P.E. NO. 00932

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

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
2	SIGNATURE SHEET
TD-1 - TD-4	TREE DISPOSITION CHART
TD-5 - TD-32	TREE DISPOSITION



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SIGNED AND SEALED BY:

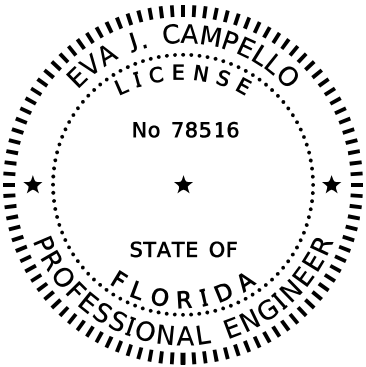
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THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

PE CONSULTING ENGINEERING, INC.  
14810 SW 97 AVE,  
MIAMI, FL 33176  
JORGE E. PEREZ-MASPOÑS, 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.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
2	SIGNATURE SHEET
48 - 55	DRAINAGE STRUCTURES



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

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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.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
2	SIGNATURE SHEET
44 - 46	TRAFFIC MONITORING SITE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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

SIGNATURE SHEET

2

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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

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

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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,  $\frac{3}{4}$ " = 3545 LF  
IRRIGATION PIPE, 1" = 900 LF  
IRRIGATION PIPE,  $1\text{-}\frac{1}{4}$ " = 80 LF  
IRRIGATION PIPE,  $1\text{-}\frac{1}{2}$ " = 470 LF  
IRRIGATION SLEEVE,  $1\text{-}\frac{1}{2}$ " = 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.

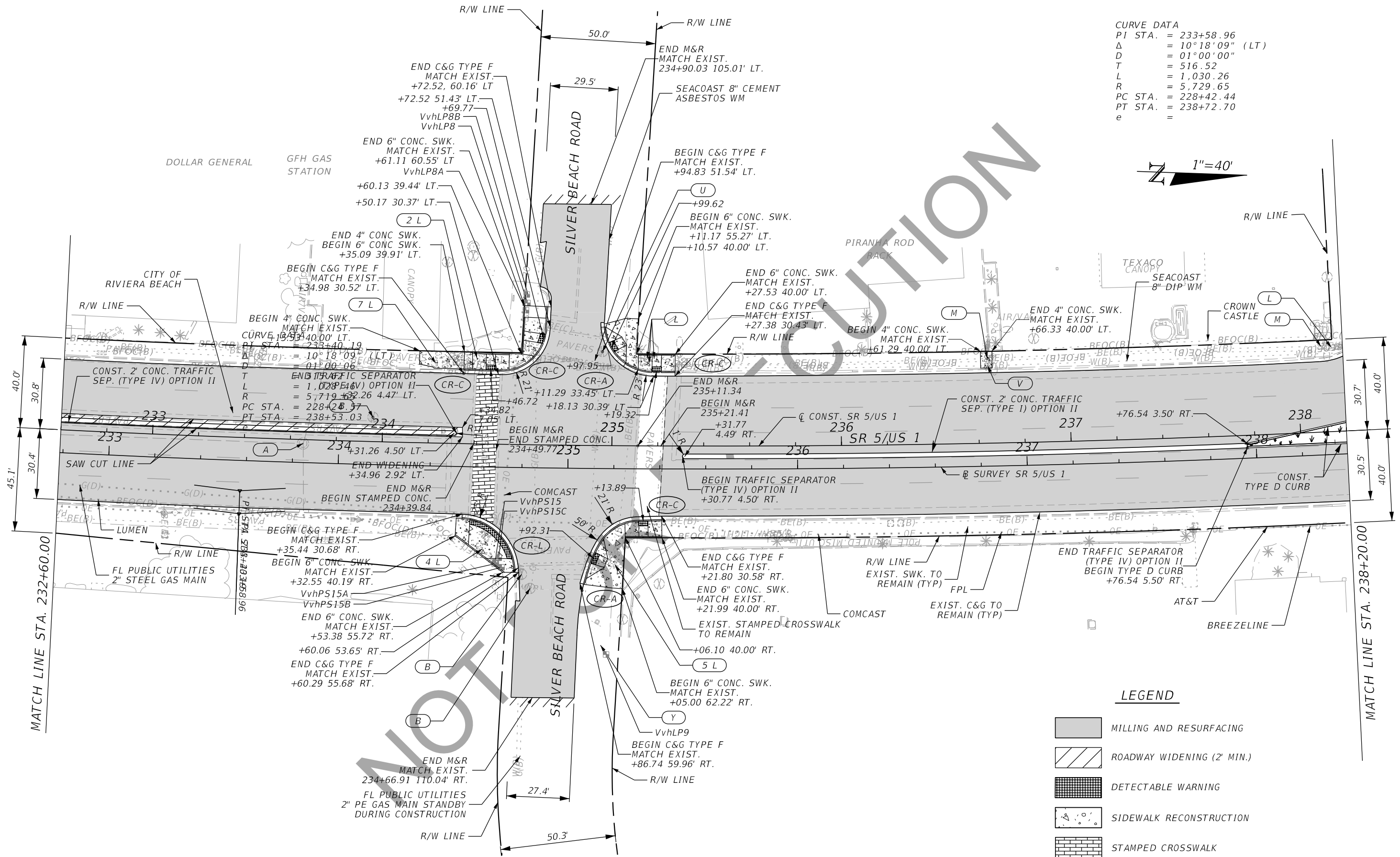
1. PORT OF PALM BEACH- MAIN POINTS OF CONTACT

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.

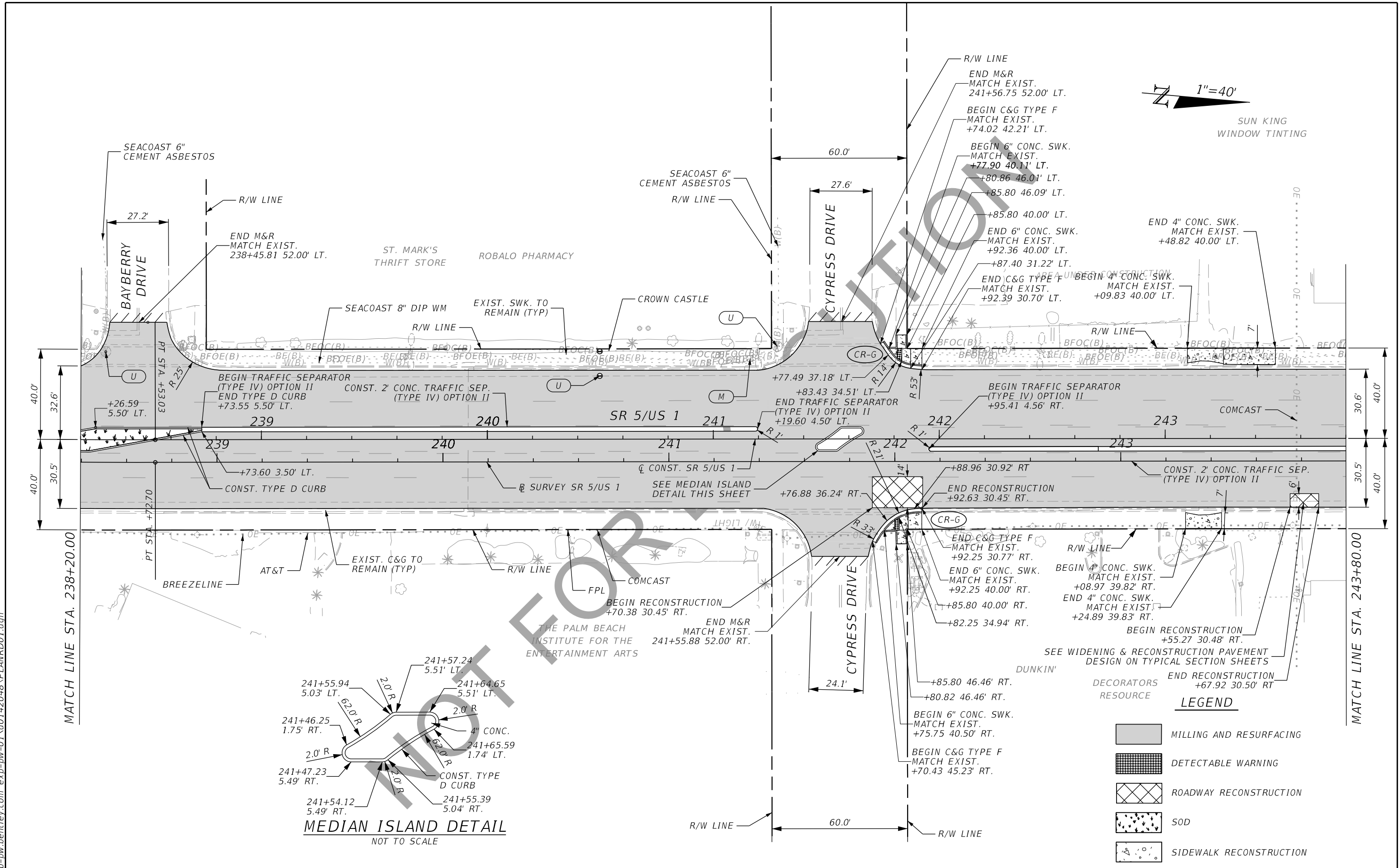
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	PALM BEACH	438386-2-52-01		13

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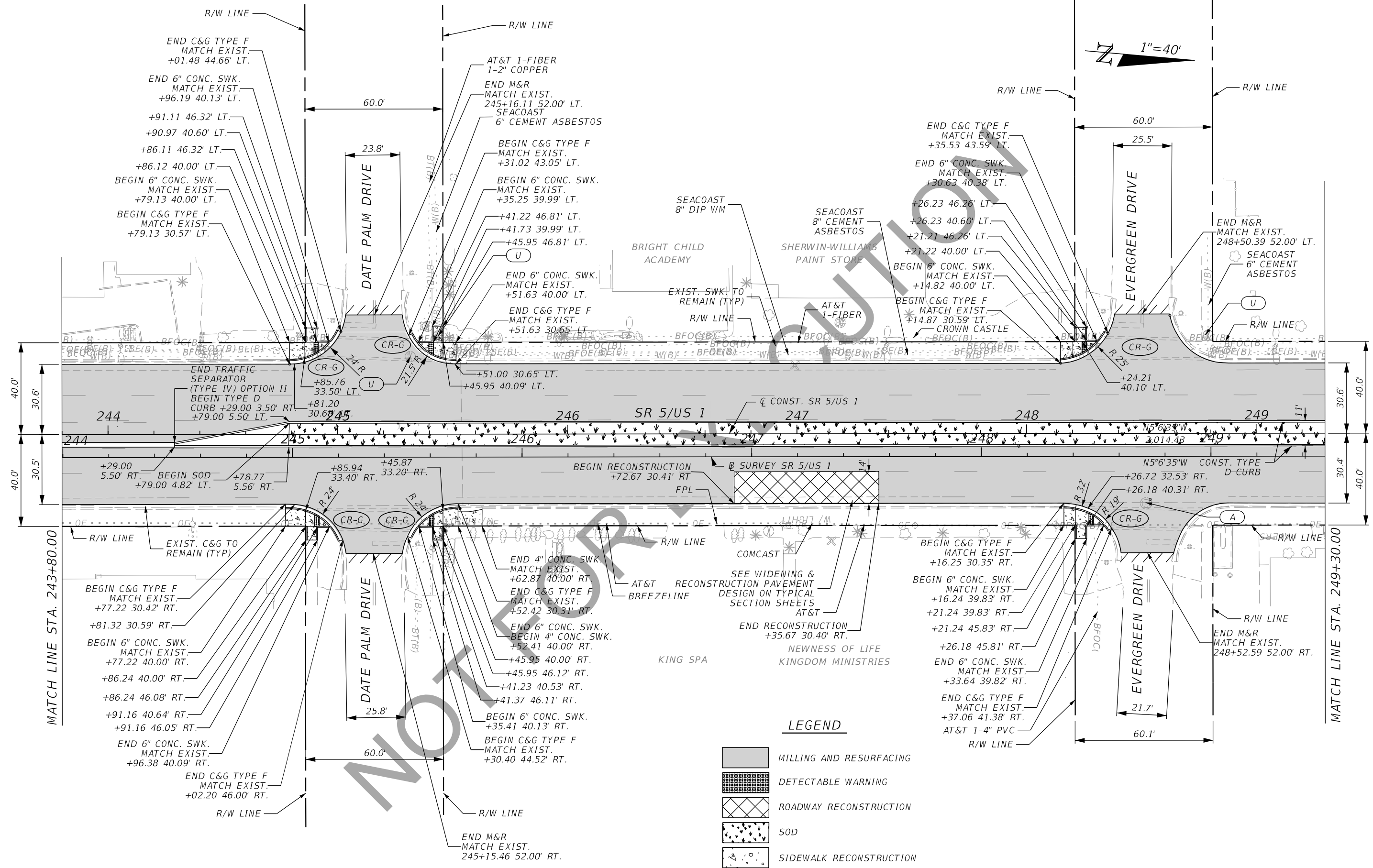
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN SHEET	SHEET NO. 34
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	PALM BEACH	438386-2-52-01		

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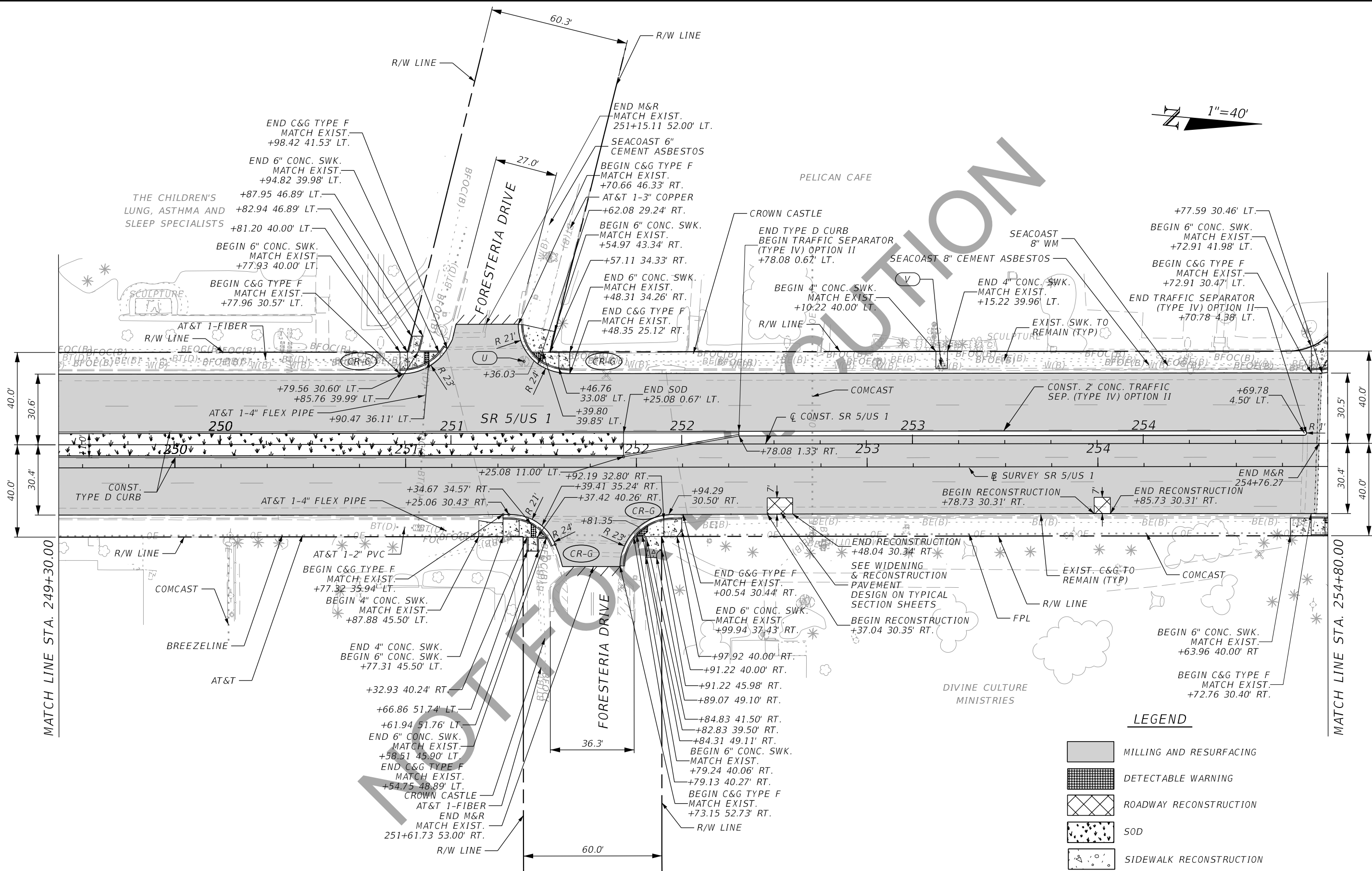
LEGEND		
	MILLING AND RESURFACING	
	DETECTABLE WARNING	
	ROADWAY RECONSTRUCTION	
	SOD	
	SIDEWALK RECONSTRUCTION	

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN SHEET	SHEET NO. 35
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		

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LEGEND

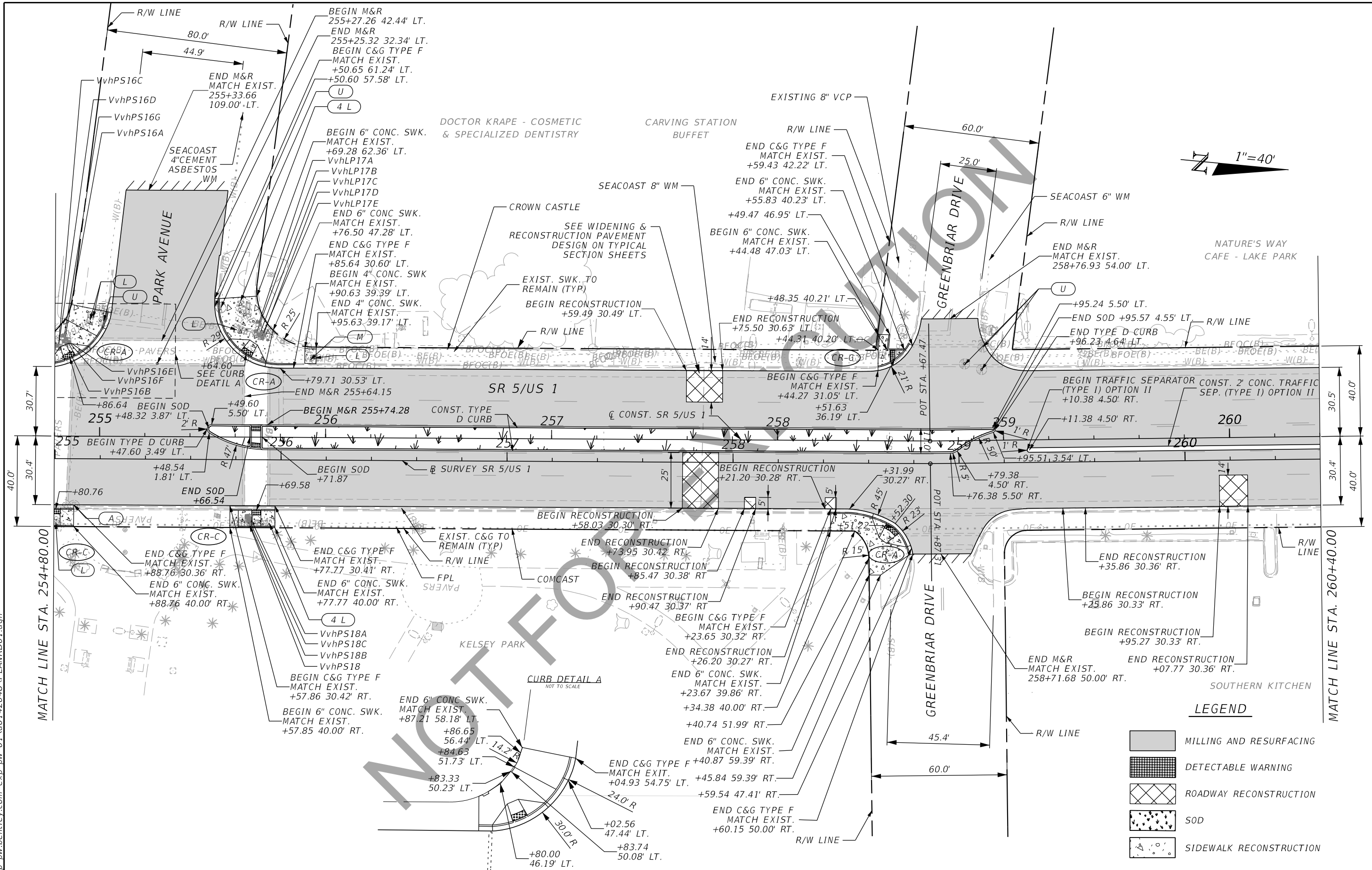
- MILLING AND RESURFACING
- DETECTABLE WARNING
- ROADWAY RECONSTRUCTION
- SOD
- SIDEWALK RECONSTRUCTION

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
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	36

ROADWAY PLAN SHEET

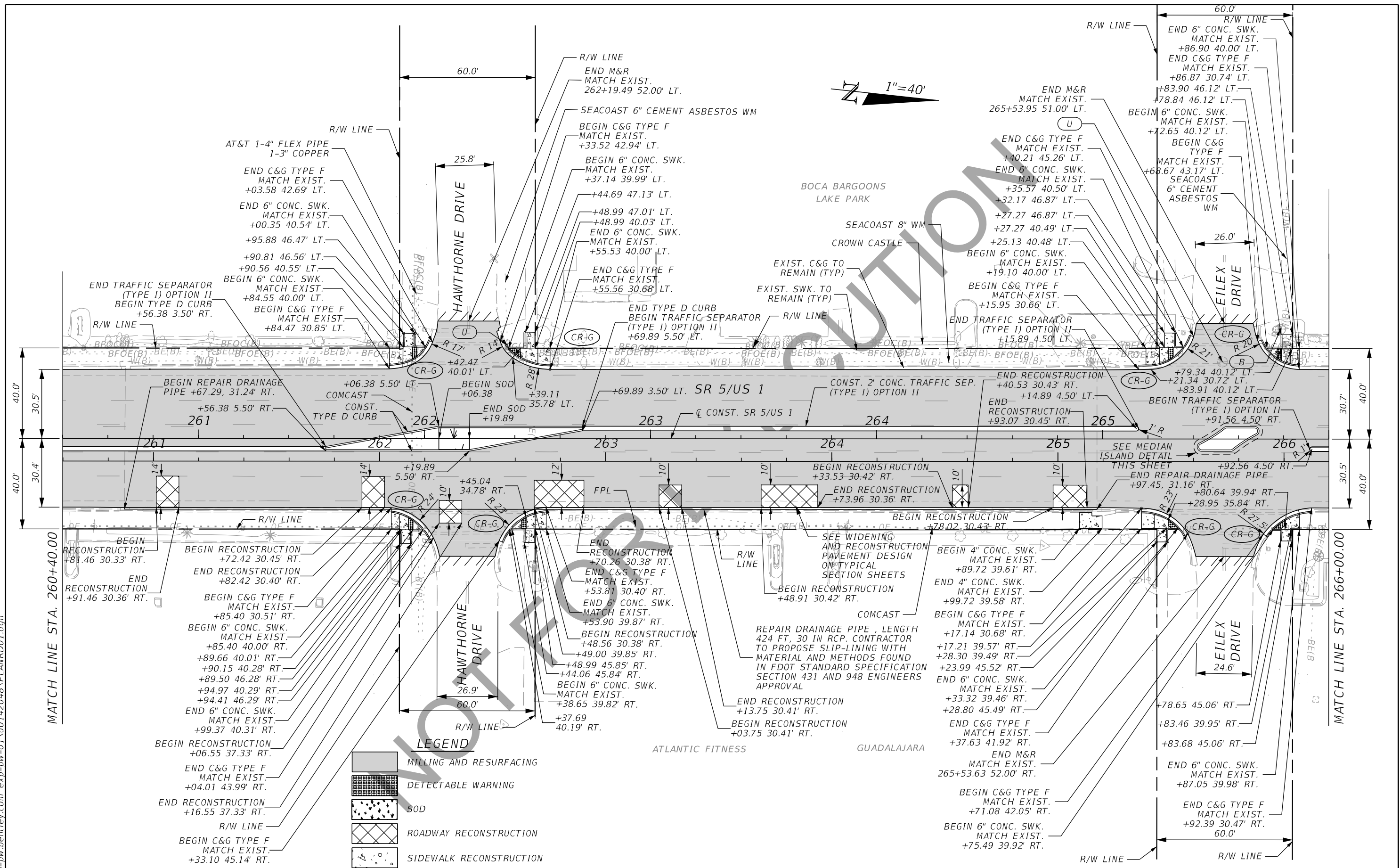
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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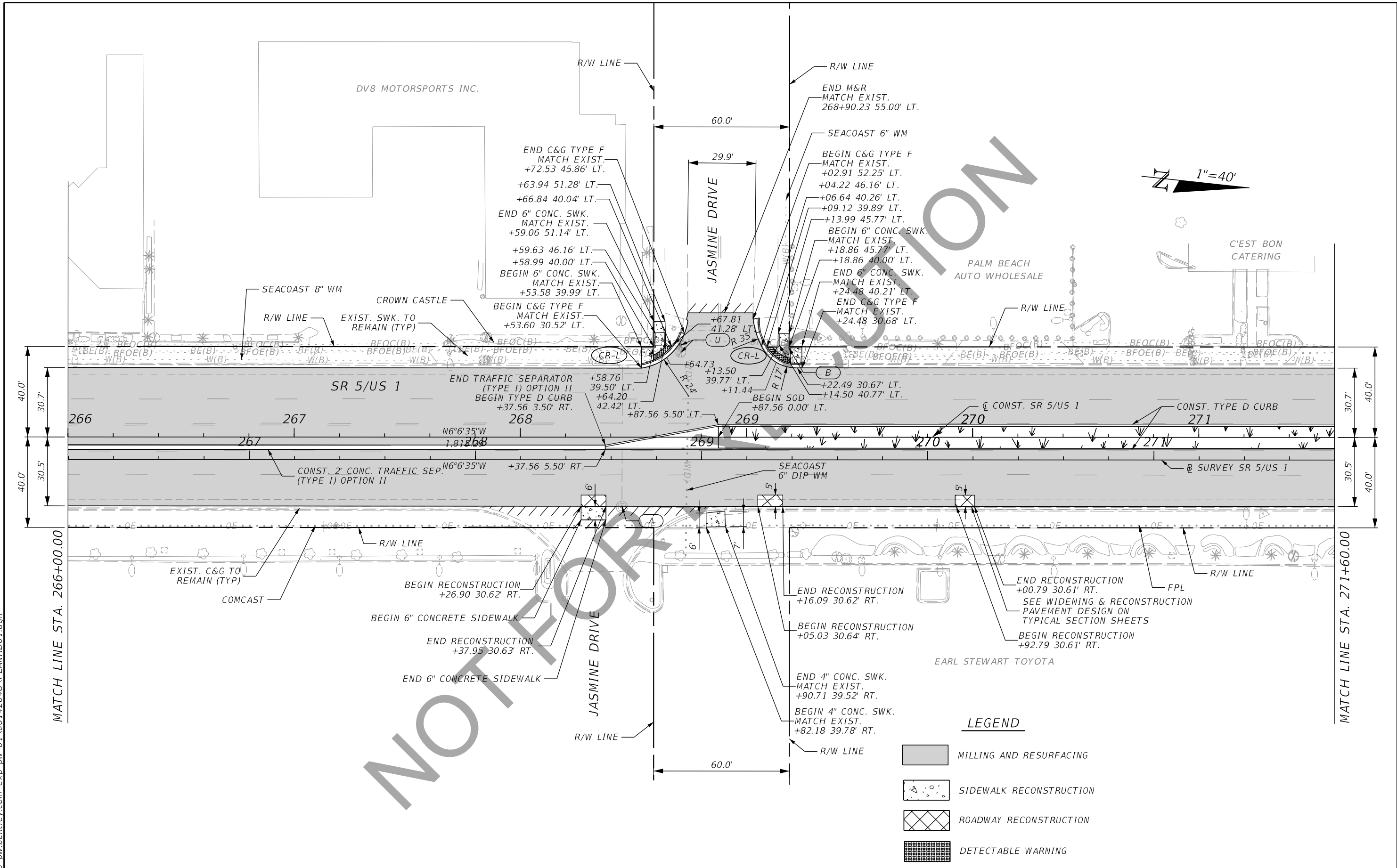
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN SHEET	SHEET NO. 37
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	PALM BEACH	438386-2-52-01		

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REVISIONS				ENGINEER OF RECORD  JOSE LUIS SANTIAGO, P.E. LICENSE NUMBER 60248 EXP U.S. SERVICE INC. 201 ALHAMBRA CIR. - SUITE 800 CORAL GABLES, FLORIDA - 33134	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	PALM BEACH	438386-2-52-01		38

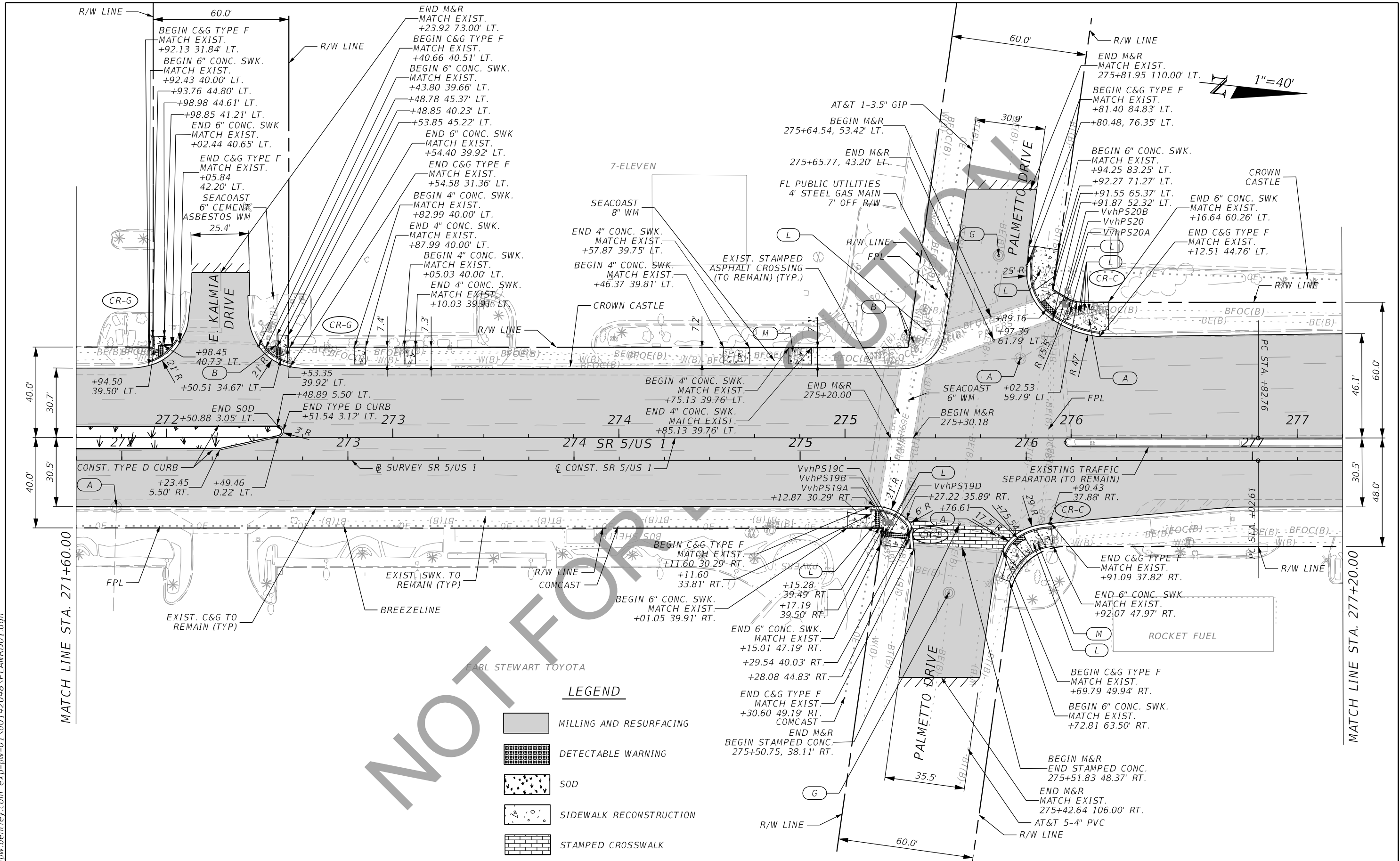
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN SHEET	SHEET NO. 39
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				JOSE LUIS SANTIAGO, P.E. LICENSE NUMBER 60248 EXP U.S. SERVICE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

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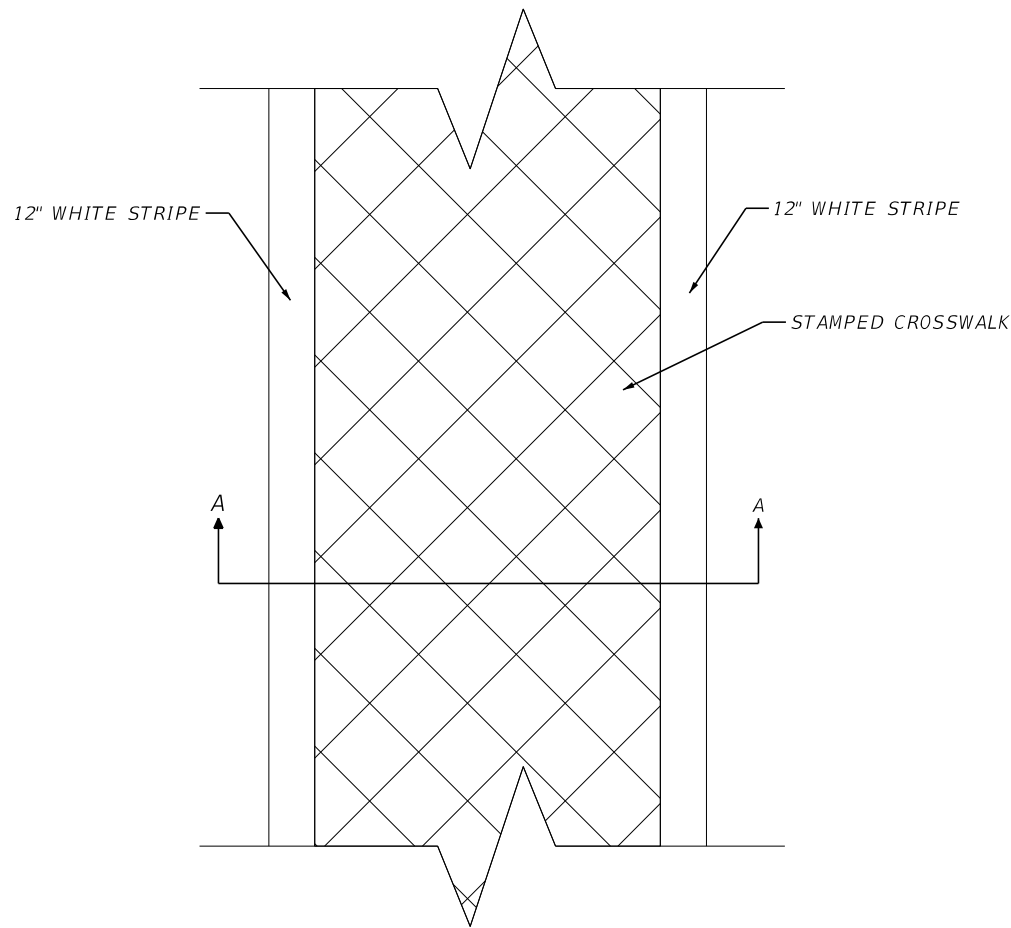


REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN SHEET	SHEET NO. 40
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	PALM BEACH	438386-2-52-01		

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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STAMPED CROSSWALKS DETAIL



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

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.

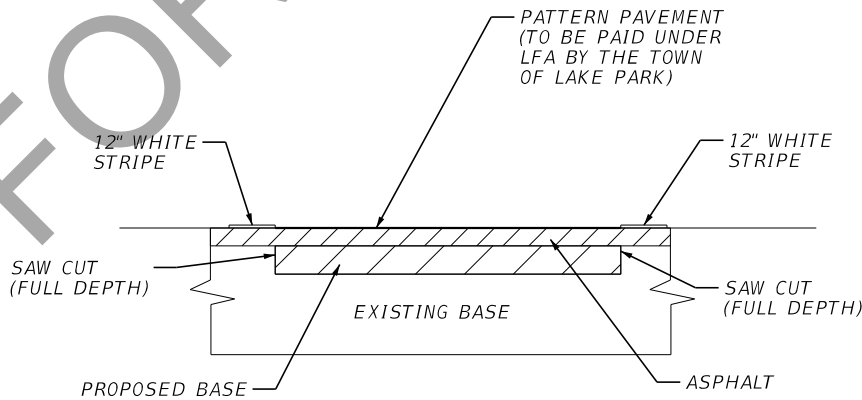
THE COLORING SHALL BE CONSISTENT THROUGHOUT.

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.

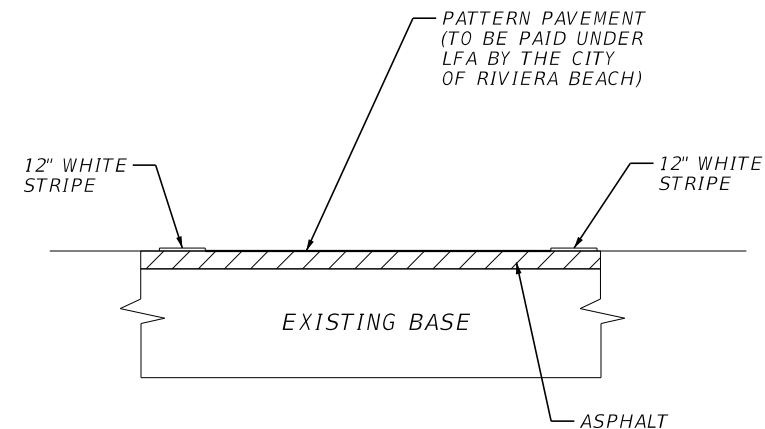
COLOR AND PATTERN ARE REPRESENTATIVE OF THE CHOSEN ALTERNATIVE APPROVED BY THE TOWN OR CITY. SIMILAR PATTERNS AND COLORS MAY BE CHOSEN PENDING FINAL APPROVAL BY THE TOWN OR THE CITY PRIOR TO CONSTRUCTION OF MOCK-UP.

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.



SECTION A - A



SECTION A - A

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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

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.

ITEM #	ITEM	QNTY	UNIT	UNIT PRICE	COST	COMMENT
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.shtm>

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)*