

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

**FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
HARDSCAPE 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 hardscape improvements within the right of way of **State Road 5 (US-1)** as described within **Exhibit "B"**; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain the hardscape improvements made to the traveled way at the request of the AGENCY; and

WHEREAS, the AGENCY is agreeable to maintaining those improvements within the AGENCY'S limits including areas within the traveled way that contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by repairs associated with the specialty surfacing as needed; 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 *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, 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 hardscape 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, 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 7. Periodic repairs or any replacements 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 hardscape areas within the traveled way containing specialty surfacing. 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 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. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. 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 hardscape 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 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the hardscape 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 hardscape improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "D"** should the hardscape improvement 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 hardscape 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 hardscape 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 hardscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

- (a) Plans for any new hardscape 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 hardscape 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 hardscape 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 hardscape 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 hardscape 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 hardscape 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 hardscape improvements installed by an adjacent owner.

9. HARDSCAPE 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 hardscape 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 hardscape items exist.
- B. If the DEPARTMENT chooses not to implement the hardscape 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 hardscape 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 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: Roadway Project Location and Hardscape Maintenance Boundaries
- Exhibit B: Hardscape Improvement Plans
- Exhibit C: Approximate Cost for Hardscape 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

ROADWAY PROJECT LOCATION AND HARDSCAPE MAINTENANCE BOUNDARIES

I. ROADWAY PROJECT LOCATION:

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

II. LIMITS OF MAINTENANCE FOR HARDSCAPE IMPROVEMENTS:

Hardscape 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)

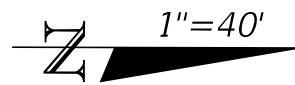
III. HARDSCAPE MAINTENANCE BOUNDARY MAP:

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



**HARDSCAPE MAINTENANCE
BOUNDARY MAP**
FM#438386-2-52-01
FEBRUARY 2024

-  PROPOSED STAMPED CONCRETE
-  EXISTING STAMPED CONCRETE TO REMAIN

MAP 1 OF 1
NOT TO SCALE

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

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			MAINTENANCE EXHIBIT FOR THE TOWN OF LAKE PARK	SHEET NO. 01
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		

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

EXHIBIT B

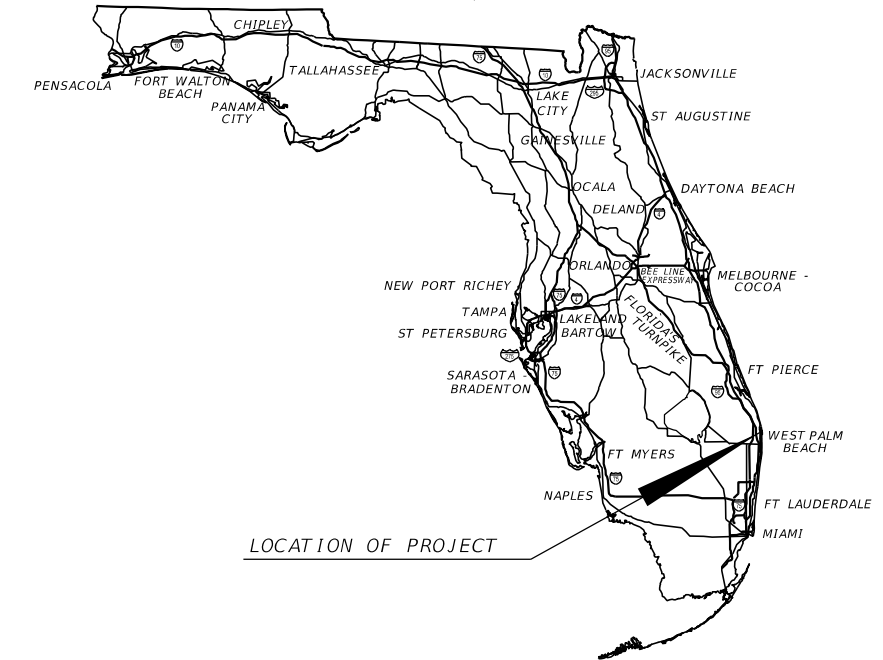
HARDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the hardscape 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: June/July, 2024

Plan Sheets: 1-2, 12-13, 34, 37, 38, 41, 48



LOCATION OF PROJECT

CONTRACT PLANS COMPONENTS

- ROADWAY
- SIGNING AND PAVEMENT MARKING
- SIGNALIZATION
- LIGHTING
- STRUCTURES

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROADWAY PLANS

FINANCIAL PROJECT ID 438386-2-52-01

(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**

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 8	TYPICAL SECTIONS
9 - 11	PROJECT CONTROL
12 - 14	GENERAL NOTES
15 - 44	ROADWAY PLAN
45 - 47	TRAFFIC MONITORING SITE
48	SPECIAL DETAILS
49 - 56	DRAINAGE STRUCTURES
57 - 64	TEMPORARY TRAFFIC CONTROL PLAN
65	LANDSCAPE DETAILS
66 - 69	TREE DISPOSITION CHART
70 - 97	TREE DISPOSITION PLAN
UTV-1*	VERIFIED UTILITY LOCATE
GR-1 - GR-9*	REPORT OF CORE BORINGS

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

* 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):

D528-001 DIRECTIONAL INDICATOR

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2024-25 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 2024-25 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

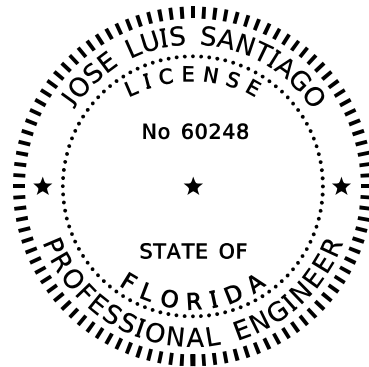
**ROADWAY PLANS
 ENGINEER OF RECORD:**

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.: CA729
 VENDOR NO.: F460523964-001

FDOT PROJECT MANAGER:

DAMARIS WILLIAMS, P.E.

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



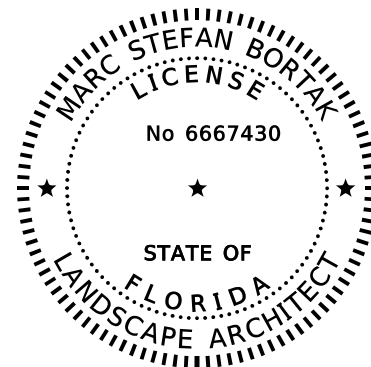
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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

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

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

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 8	TYPICAL SECTIONS
9 - 11	PROJECT CONTROL
12 - 13	GENERAL NOTES
15 - 44	ROADWAY PLANS
48	SPECIAL DETAILS
57 - 64	TEMPORARY TRAFFIC CONTROL PLAN



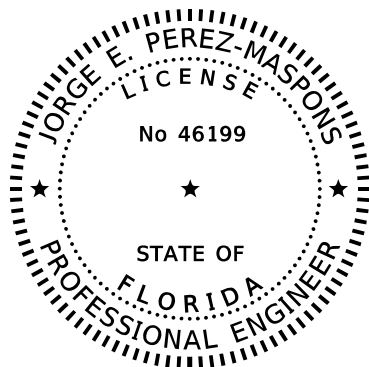
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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

METRO CONSULTING GROUP, LLC
341 N. MAITLAND AVENUE, SUITE 220
MAITLAND, FL 32751
MARC STEFAN BORTAK, RLA, CID NO. 6667430

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

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
14	GENERAL NOTES
65	LANDSCAPE DETAILS
66 - 69	TREE DISPOSITION CHART
70 - 97	TREE DISPOSITION PLAN



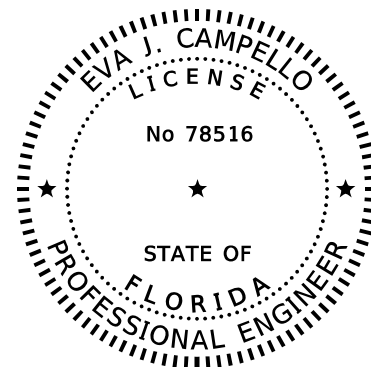
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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

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

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

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
49 - 56	DRAINAGE STRUCTURES



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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

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

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

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
45 - 47	TRAFFIC MONITORING SITE

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

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	RAMNON GARCIA	561-236-6730
	AVIATION COORDINATOR	LAURIE MCSERMOTT	954-777-4497
	BREEZELINE	DANIEL ORTIZ	786-720-9869
	CITY OF RIVIERA BEACH	JOHN ARMSTRONG	561-845-3457
	CITY OF WEST PALM BEACH	LAURA LE	561-289-8414
	CITY OF WEST PALM BEACH PUBLIC UTILITIES	LAURA LE	561-289-8414
	COMCAST- PBG	STEVEN ROSA	561-436-9034
	CROWN CASTLE NG	DANNY HASKETT	786-246-7827
	FLORIDA PUBLIC UTILITES	IVAN GIBBS	561-723-3459
	FPL- PALM BEACH	RONA SOLOMON	561-541-5376
	FPL- MARTIN FUEL SUPPLY PIPELINES	RYAN BALRAM	561-400-1329
	FPL- EAST FIBER	DANIEL PEREZ	305-302-9748
	FPL- TRANSMISSION	MARTIN MIKHAIL	561-993-6825
	FREIGHT COORDINATION	AUTUMN YOUNG	954-777-4279
	HOTWIRE COMMUNICATIONS	WALTER DAVILA	954-248-7396
	LUMEN	NETWORK RELATIONS	877-366-8344 X3
	MCI- VERIZON	DONOVAN CARR	954-213-1959
	PALM BEACH COUNTY	MELLISA ACKERT	561-684-4101
	PALM BEACH INFORMATION SYSTEM SERVICES	FEDERICO DUBOIS	561-701-7056
	PALM BEACH COUNTY SCHOOLS	MICHAEL OWENS	561-882-1938
	PALM BEACH COUNTY TRAFFIC OPERATIONS	DANIEL RODRIGUEZ	561-681-4365
	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	SCOTT SERRA	561-627-2900 X1398
	TMR-30 PL (FLORIDA)	RYAN BALRAM	561-400-1329
	TOWN OF LAKE PARK	JAIME MORALES	561-881-3345 X648
	WINDSTREAM COMMUNICATION	BILLY MCCAY	404-985-7121

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 MUST 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 APPROVED PRODUCTS LIST (APL) MATERIAL (PREDOMINANTLY HORIZONTAL SURFACE) FOR CONCRETE REPAIR SHOWN ON PLAN TO CORRECT ANY SLOPE BREAKS AT CONNECTION OF THE PROPOSED AND EXISTING SIDEWALK. RESULTANT SLOPES NOT TO EXCEED 2%. DO NOT REMOVE MORE THAN 1" OF EXISTING CONCRETE SIDEWALK.

8. INLET PROTECTION SYSTEM MUST BE PROVIDED AT ALL CURB INLETS.

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	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	12	

9. 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

UTILITY LEGEND

- | | | | |
|---|--|----|--|
| A | STORM SEWER MH TO BE ADJUSTED BY FDOT | M | STREET LIGHTING PULLBOX TO BE ADJUSTED BY FDOT |
| B | CITY OF RIVIERA BEACH WATER VALVE TO BE ADJUSTED BY FDOT | N | CROWN CASTLE PULLBOX TO BE REMOVED BY CROWN CASTLE |
| C | CITY OF RIVIERA BEACH WATER MANHOLE TO BE ADJUSTED BY FDOT | O | CROWN CASTLE PULLBOX TO BE ADJUSTED BY CROWN CASTLE |
| D | CITY OF RIVIERA BEACH SANITARY SEWER MH TO BE ADJUSTED BY FDOT | P | ELECTRICAL PULLBOX TO BE ADJUSTED BY FDOT |
| E | CITY OF RIVIERA BEACH WATER METER TO BE ADJUSTED BY FDOT | Q | CITY OF WEST PALM BEACH FIRE HYDRANT TO BE RELOCATED BY FDOT |
| F | CITY OF WEST PALM BEACH WATER VALVE TO BE ADJUSTED BY FDOT | R | CITY OF WEST PALM BEACH WATER MH TO BE ADJUSTED BY FDOT |
| G | FPL MH TO BE ADJUSTED BY FPL | T | CITY OF WEST PALM BEACH SANITARY MH TO BE ADJUSTED BY FDOT |
| H | AT&T MH TO BE ADJUSTED BY AT&T | U | WATER VALVE TO BE ADJUSTED BY SEACOAST UTILITY AUTHORITY |
| I | CITY OF RIVIERA BEACH WATER METER TO BE RELOCATED BY FDOT | V | WATER METER TO BE ADJUSTED BY SEACOAST UTILITY AUTHORITY |
| J | CITY OF RIVIERA BEACH WATER VALVE TO BE RELOCATED BY FDOT | Y | CITY OF RIVIERA BEACH IRRIGATION LINE TO BE CAPPED BY FDOT |
| K | STORM SEWER MH TO BE RELOCATED BY FDOT | Z | CITY OF RIVIERA BEACH DIP TO BE RELOCATED BY FDOT |
| L | TRAFFIC SIGNAL PULLBOX TO BE ADJUSTED BY FDOT | AA | IRRIGATION CONTROL VALVE TO BE RELOCATED BY FDOT |

FPL TRANSMISSION NOTES:

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 CONSTRUCTION.
3. ALL EXISTING FACILITIES MUST REMAIN ENERGIZED DURING ROAD CONSTRUCTION.

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 MUST STOP WORK UNDERNEATH THE BRIDGE DURING ANY TRAIN MOVEMENTS WITHIN THE PORT OF PALM BEACH PROPERTY.
3. CONTRACTOR TO EXERCISE CAUTION AROUND EXISTING LIGHTS, CAMERAS AND CONDUITS OWNED BY THE PORT OF PALM BEACH.
4. CONTRACTOR MUST 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 MUST PROVIDE FLAGS AND SIGNAGE DURING CONSTRUCTION AND CONTROL ALL TRAIN MOVEMENTS WITHIN THE PORT OF PALM BEACH PROPERTY.

PAY ITEM NOTES:

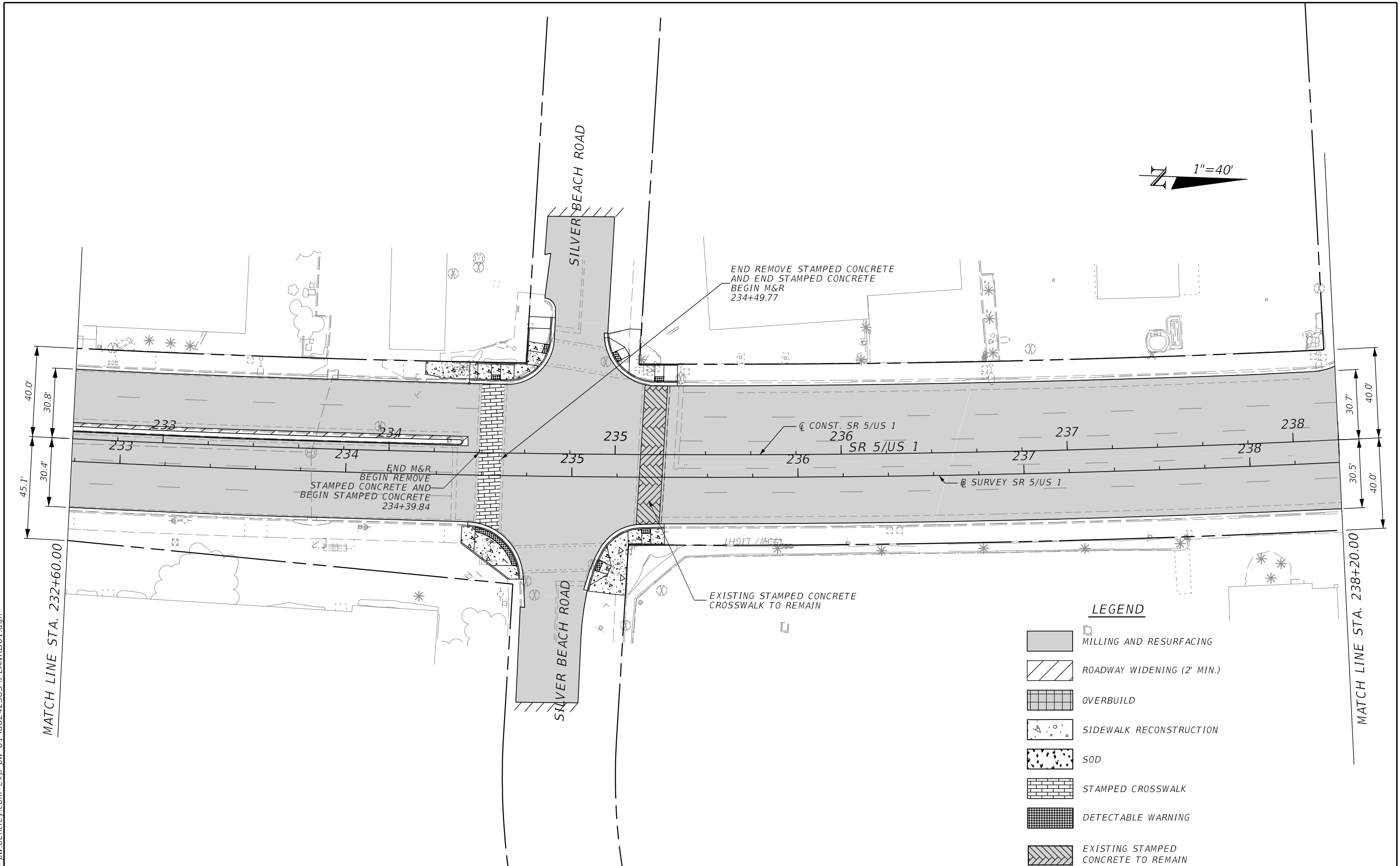
PAY ITEM 0431-1530 PIPE LINER SLIPLINING 30 INCHES:
 INCLUDES ANY FLOWABLE FILL AND PIPE CLEANING NEEDED AS INCIDENTAL TO THE WORK.

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

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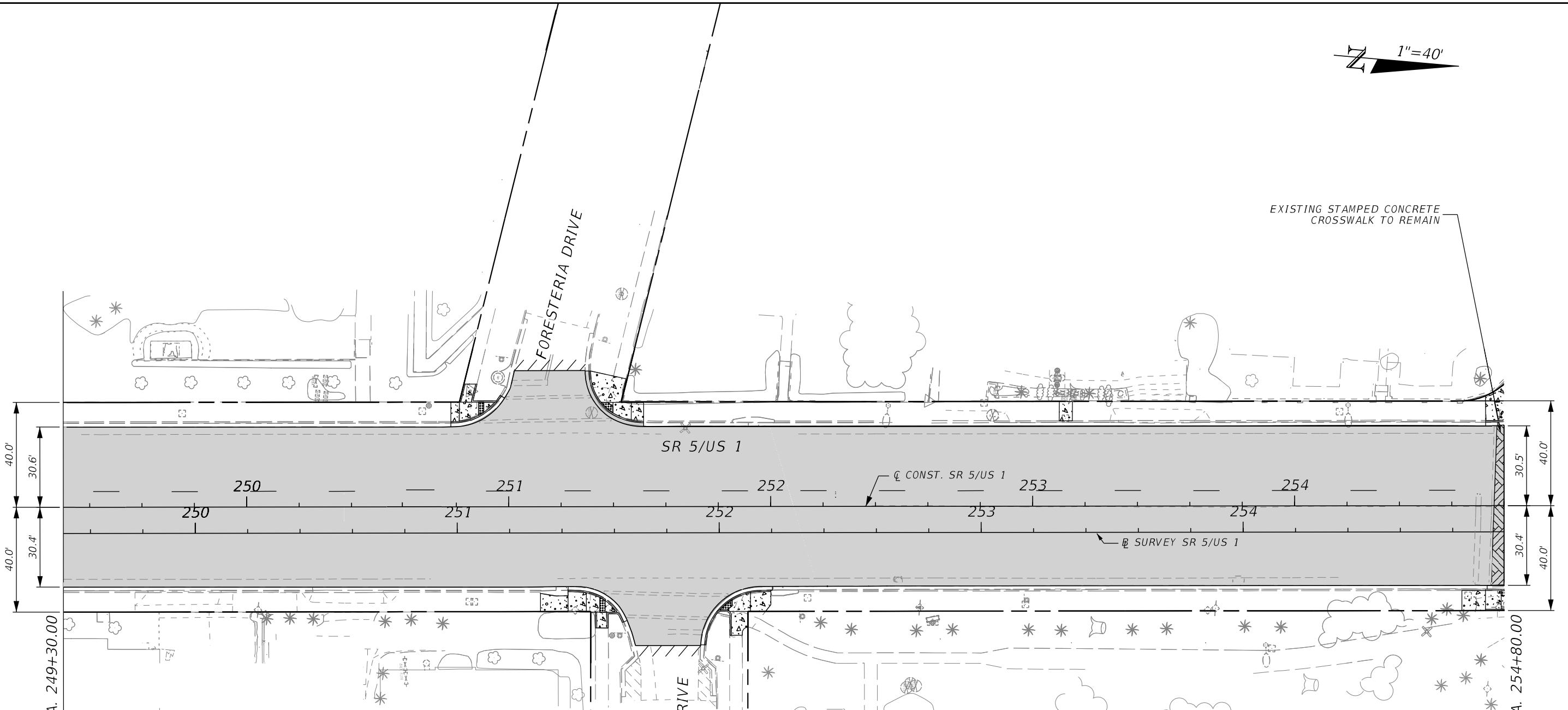
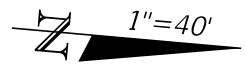


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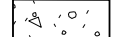


	MILLING AND RESURFACING
	ROADWAY WIDENING (2' MIN.)
	OVERBUILD
	SIDEWALK RECONSTRUCTION
	SOD
	STAMPED CROSSWALK
	DETECTABLE WARNING
	EXISTING STAMPED CONCRETE TO REMAIN

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	ROADWAY PLAN 34

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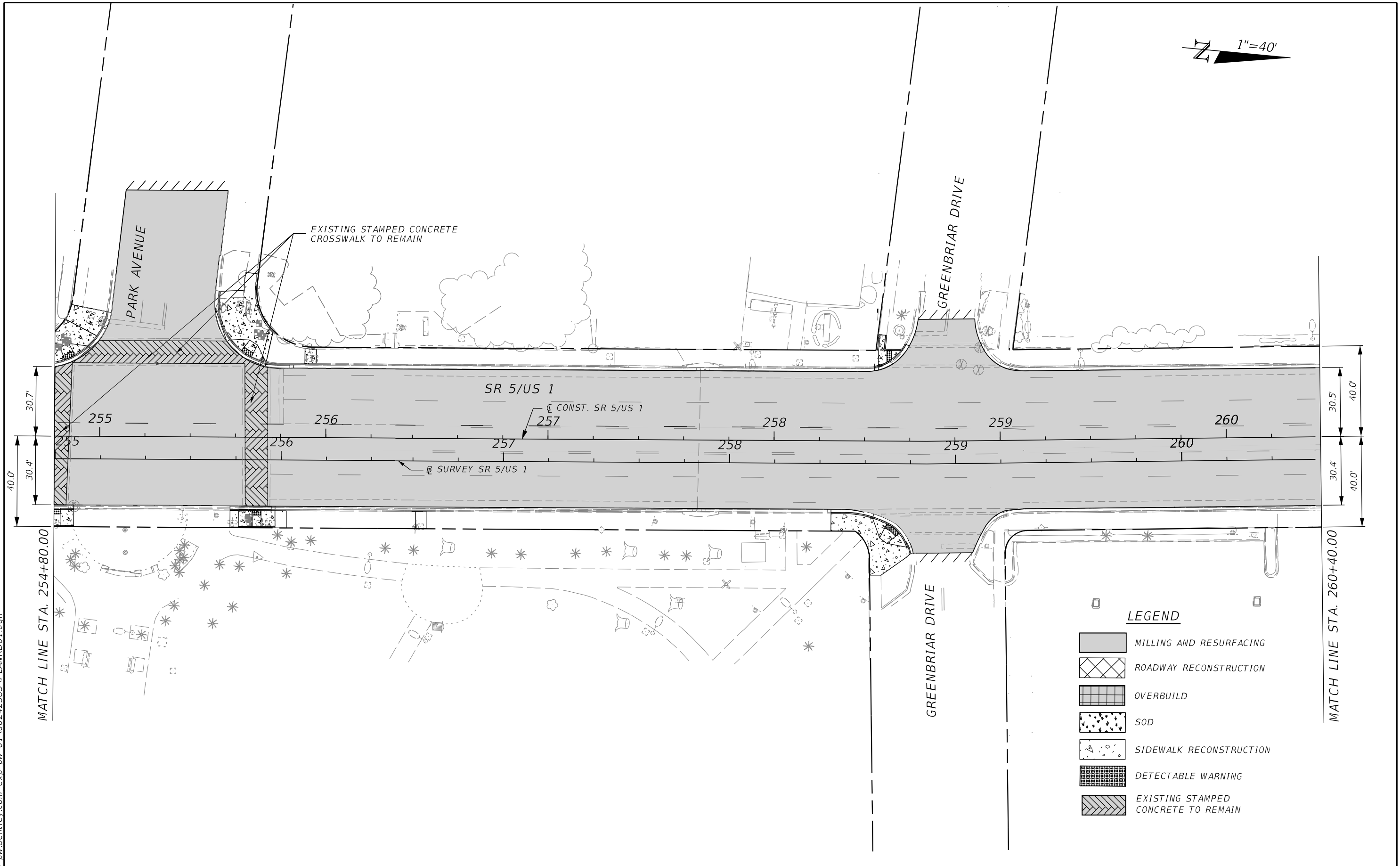
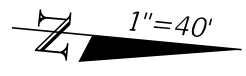
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-  MILLING AND RESURFACING
-  ROADWAY RECONSTRUCTION
-  OVERBUILD
-  SOD
-  SIDEWALK RECONSTRUCTION
-  DETECTABLE WARNING
-  EXISTING STAMPED CONCRETE TO REMAIN

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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	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



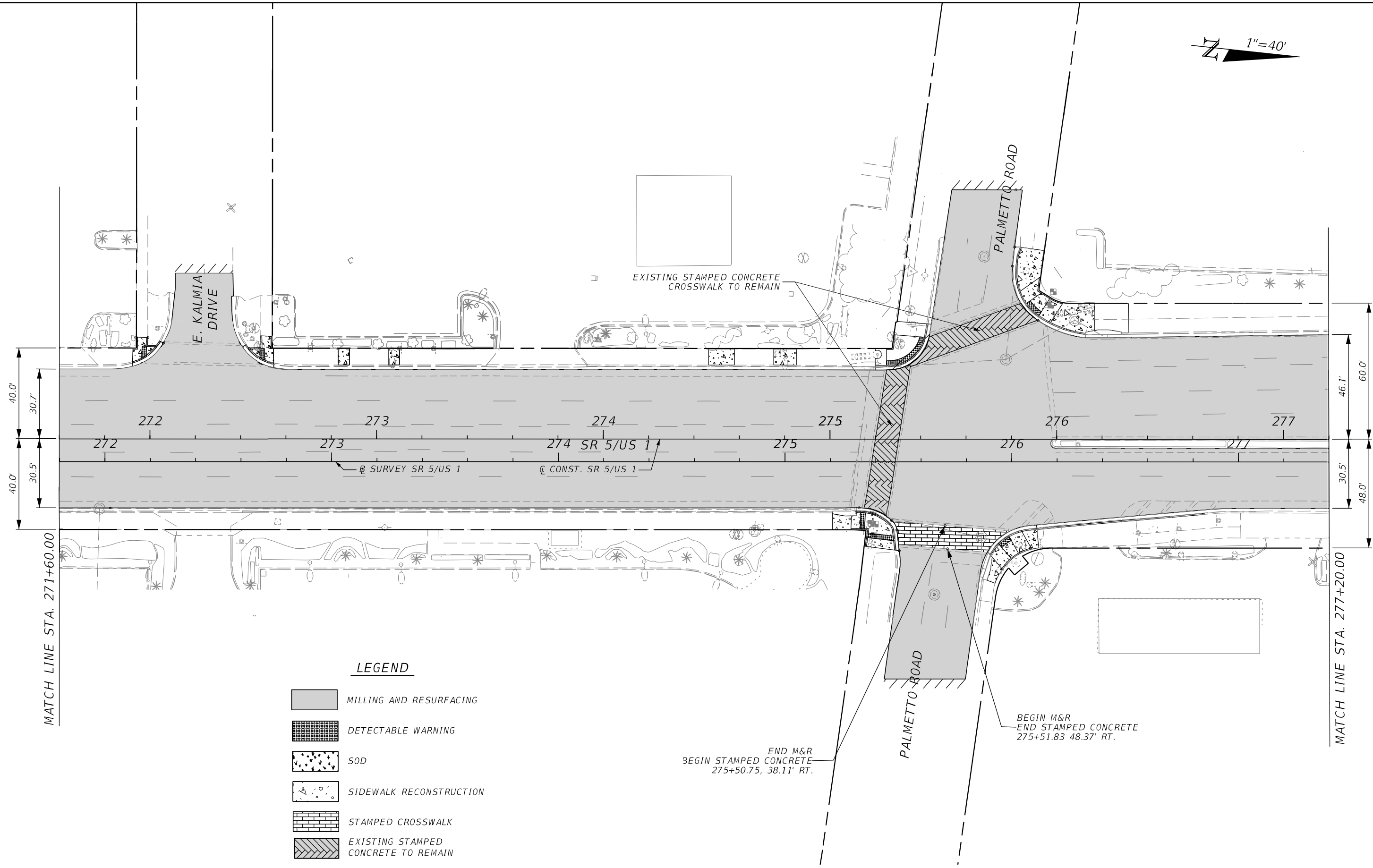
LEGEND

	MILLING AND RESURFACING
	ROADWAY RECONSTRUCTION
	OVERBUILD
	SOD
	SIDEWALK RECONSTRUCTION
	DETECTABLE WARNING
	EXISTING STAMPED CONCRETE TO REMAIN


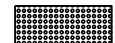
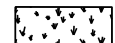
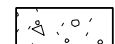
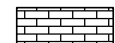

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<table border="1"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>				REVISIONS		DATE	DESCRIPTION			ENGINEER OF RECORD JOSE LUIS SANTIAGO, 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		<h1>ROADWAY PLAN</h1>	SHEET NO. 38
REVISIONS															
DATE	DESCRIPTION														
		<table border="1"> <thead> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> </thead> <tbody> <tr> <td>SR 5</td> <td>PALM BEACH</td> <td>438386-2-52-01</td> </tr> </tbody> </table>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SR 5	PALM BEACH	438386-2-52-01							
ROAD NO.	COUNTY	FINANCIAL PROJECT ID													
SR 5	PALM BEACH	438386-2-52-01													



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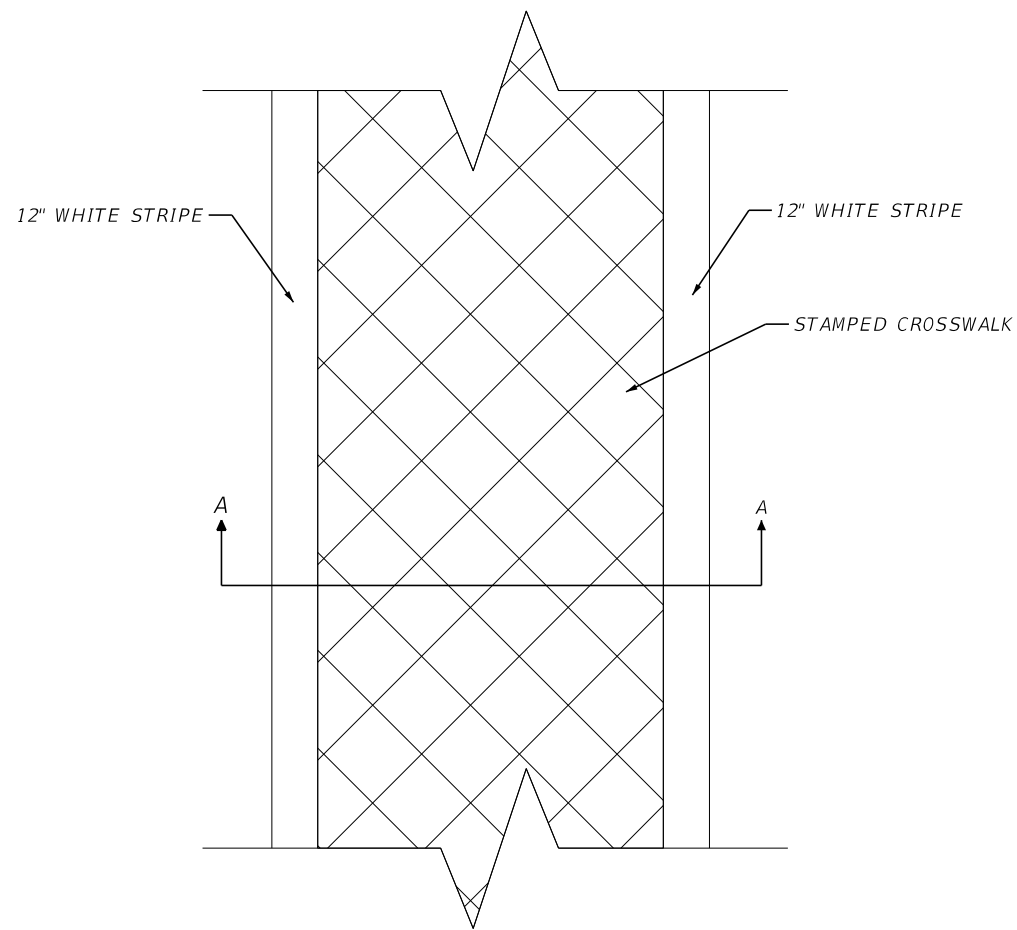
-  MILLING AND RESURFACING
-  DETECTABLE WARNING
-  SOD
-  SIDEWALK RECONSTRUCTION
-  STAMPED CROSSWALK
-  EXISTING STAMPED CONCRETE TO REMAIN

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO. 41
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		

STAMPED CROSSWALKS DETAIL



NOTES:

- REFER TO ROADWAY AND SIGNING & MARKING PLANS FOR CROSSWALK LOCATIONS AND LAYOUT.
- PATTERN TOOL MUST 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 MUST BE SEALED WITH ONE COAT OF PATTERNED CONCRETE SEAL. PRODUCT MUST BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- PRIOR TO INSTALLATION OF THE PATTERNED ASPHALT THE CONTRACTOR MUST PROVIDE A 8' x 8' MOCK UP AT THE JOBSITE FOR EACH PATTERN TO BE USED. ENGINEER MUST APPROVE COLOR, TEXTURE, AND WORKMANSHIP OF THE MOCK-UP THEN RETAIN AS A STANDARD FOR JUDGING COMPLETED WORK.
- THE COLORING MUST BE CONSISTENT THROUGHOUT.
- THE SURFACE VARIATIONS MUST 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 MUST 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. APPLY AN EVEN APPLICATION OF COLOR HARDENER TO THE CONCRETE SURFACE ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS. A MINIMUM OF TWO APPLICATIONS MUST BE REQUIRED. FLOAT AFTER EACH APPLICATION.
- BEFORE PATTERN CONCRETE TOOLS ARE APPLIED TO THE CONCRETE SURFACE APPLY PATTERNED CONCRETE RELEASE AGENT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. WHILE CONCRETE IS STILL IN ITS PLASTIC STATE, APPLY THE DESIRED PATTERNED CONCRETE TOOL PATTERN TO THE SURFACE OF THE CONCRETE.
- TOOLS MUST BE PROMPTLY TAMPED INTO THE SURFACE TO ACHIEVE THE DESIRED TEXTURE.
- TRANSVERSE JOINTS MUST BE CUT AT ALL EDGE AND LANE LINES EXCEPT WHEN SUCH A JOINT WILL CREATE A SLAB SECTION LESS THEN 10'. THE JOINTS MUST BE 1/4 THE DEPTH OF THE SLAB AND SEALED.

TOWN OF LAKE PARK
CONCRETE CROSSWALKS

INTERSECTIONS:

SILVER BEACH RD
PALMETTO RD

PATTERN:

LIMESTONE TEXTURED
RUNNING BOND

COLOR:

TOFFEE

CITY OF RIVIERA BEACH
ASPHALT CROSSWALKS

INTERSECTIONS:

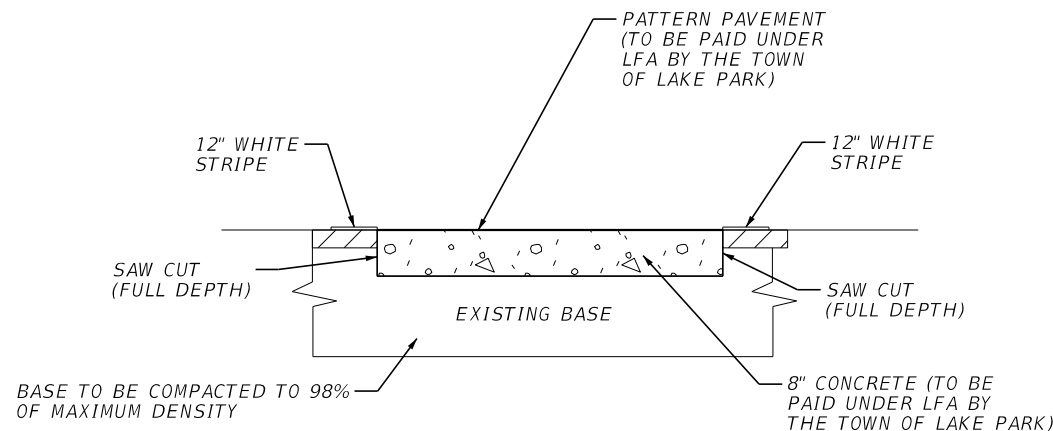
W 13TH ST
W 22ND ST
BLUE HERON BLVD

PATTERN:

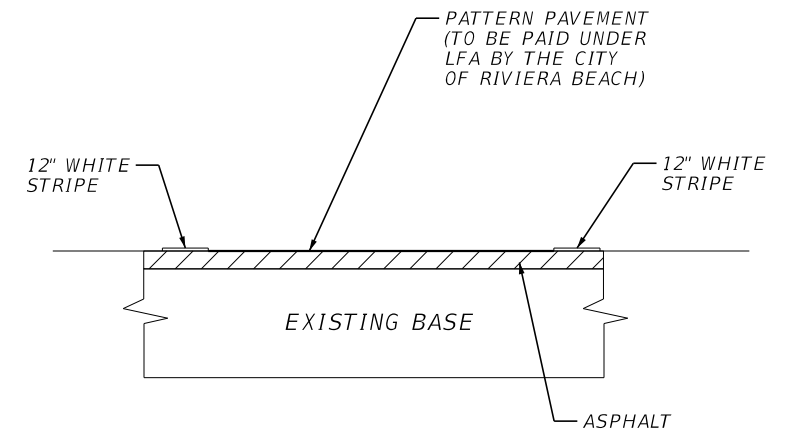
DIAGONAL HERRINGBONE

COLOR:

RUBY RED



**SECTION A - A
CONCRETE**



**SECTION A - A
ASPHALT**

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						SR 5	PALM BEACH	438386-2-52-01	48
SPECIAL DETAILS									

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

EXHIBIT C

APPROXIMATE COST FOR HARDSCAPE 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. **FDOT PARTICIPATION:** \$ 0.00
- II. **AGENCY PARTICIPATION:** \$25,839.00
(Via Separate Agreement)
- III. **APPROXIMATE HARDSCAPE IMPROVEMENT COST:** \$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 HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

(Will be provided by City)