

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

This Locally Funded Agreement (“Agreement”), entered into this day _____ by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Lake Worth Beach, located at 7 North Dixie Highway, Lake Worth, Florida, 33460, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make certain improvements in connection with the DEPARTMENT’S construction work along SR-5/US-1 FROM 10th Ave South TO 6th Ave North, in the City of Lake Worth Beach, Florida. (Financial Management (FM) Number 446173-1-52-01, Funded in Fiscal Year 2024); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work (FM Number 446173-1-52-01). The funds will be utilized for decorative lighting as set forth in **Exhibit A**, which is attached hereto and made a part hereof and hereinafter referred to as **the Project**; and

WHEREAS, the Project is in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. _____ adopted on _____, 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 PARTICIPANT 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.
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 PARTICIPANT’S input in its decisions.
5. The total cost of the DEPARTMENT’S construction work, which includes the Project, is estimated to be ONE MILLION THREE HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED NINETY-THREE DOLLARS AND NO CENTS (\$1,366,793.00).

The PARTICIPANT shall remit to the DEPARTMENT a Lump Sum payment in the amount of FORTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$48,000.00) for the Project. The PARTICIPANT'S payment is non-refundable. In the event the actual cost of the Project is less than the PARTICIPANT'S payment, the difference shall be retained by the DEPARTMENT to cover costs associated with the Project. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then any additional cost shall be the sole responsibility of the DEPARTMENT.

- A. The PARTICIPANT agrees that it will, at least fourteen (14) calendar days prior to the DEPARTMENT'S advertising the Project for bid, furnish the DEPARTMENT an advance deposit in the amount of FORTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$48,000.00) for full payment of the estimated project cost for Locally Funded project number 446173-1-52-01. The advance deposit shall be the total estimated project cost of FORTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$48,000.00). The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

In the event payment is not received by the DEPARTMENT at least fourteen (14) calendar days prior to the DEPARTMENT'S advertising the Project for bid, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

- B. The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit. If submitting a check, it should be mailed to:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

- C. 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. 446173-1-52-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 446173-1-52-01.

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may 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 # 446173-1-52-01

For the DEPARTMENT 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, the PARTICIPANT shall contact Jennifer Bennett at 850-414-4861. In addition to calling Ms. Bennett, the PARTICIPANT shall send an email notification to D4-LFA@dot.state.fl.us stating the day and time the wire transfer was sent.

6. Upon completion of the Project, the PARTICIPANT shall comply with the provisions set forth in the Lighting Maintenance Memorandum of Agreement (LMMOA), which is attached hereto and made a part hereof as **Exhibit B**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit B**. 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. 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 PARTICIPANT 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 PARTICIPANT and the DEPARTMENT until the Project (FM# 446173-1-52-01) is completed as evidenced by the written acceptance of the DEPARTMENT.
10. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, 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 PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
11. The PARTICIPANT/ Vendor/ Contractor: (If applicable)
 - (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 PARTICIPANT/ 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: Susan Dale.
With a copy to: Leslie Wetherell
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Lake Worth Beach
1749 3rd Avenue S
Lake Worth Beach, Florida, 33460
Attn: Jamie Brown
With a copy to: County Attorney

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.

ATTEST:

CITY OF LAKE WORTH BEACH, FLORIDA

CITY CLERK

MAYOR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DEPARTMENT ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
EXECUTIVE SECRETARY

BY: _____
STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

APPROVED:

LEGAL REVIEW:

BY: _____
DISTRICT PROGRAM MANAGEMENT
ADMINISTRATOR

BY: _____
OFFICE OF THE GENERAL COUNSEL

EXHIBIT A
SCOPE OF SERVICES
FM# 446173-1-52-01

The Project consists of:

- Decorative lighting where lighting retrofits/new lighting is proposed

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SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4)
MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)**

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 **CITY OF LAKE WORTH BEACH**, 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 beginning from Mile Post (M.P.) 0.773 to 1.619 and at M.P. 1.695 to M.P. 2.071, 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 beginning from M.P. 0.773 to M.P. 2.071 (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 **446173-1-52-01** to include decorative lighting; hereinafter called **IMPROVEMENTS** installed along SR 5 M.P. 0.773 to M.P. 2.071; and

WHEREAS, the Project involves the scope of work as described within **Exhibit A (Project Location, Description and Aerial)** and **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

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- A. The **DEPARTMENT** has issued Project Number **446173-1-52-01** to construct 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 coordinate with FWC and FDEP to meet the specific lighting requirements for sea turtle nesting beaches as needed.
- D.
- E. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job 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 **446173-1-52-01** 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 **446173-1-52-01** for decorative light poles, installed along SR 5, from M.P. 0.773 to M.P. 2.071

This maintenance provision 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.

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- 3) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, 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, 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.
- 4) 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** (including the poles and all other component parts installed as part of the **IMPROVEMENTS**), and locating (both vertically and horizontally) the **IMPROVEMENTS**, as may be necessary.
- 5) 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 I function or **AGREEMENT** termination.
- 6) 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)**.
- 7) The **AGENCY** shall be responsible to maintain the light pole structures, attachments 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 to said **IMPROVEMENTS**' damage to the **AGENCY**, so **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. After the **DEPARTMENT's** installation of the **IMPROVEMENTS**, the **AGENCY** shall be responsible for maintaining the **IMPROVEMENTS** consistent with all ADA Laws existing and as amended and shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY's** failure to maintain the

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IMPROVEMENTS in compliance with all ADA Laws existing and as amended. Costs and expenses shall include the costs to maintain the **IMPROVEMENTS** in compliance with all ADA Laws existing and as amended, attorney's fees and costs and any judgments. The foregoing indemnification shall not be construed as an indemnification for the **DEPARTMENT's** failure to install the **IMPROVEMENTS** in compliance with all ADA Laws existing at the time of installation.

- 1) Adjacent sidewalk areas shall be accessible at all times during the **AGENCY's** maintenance of the **IMPROVEMENTS**. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.
 - 2) Nothing in this **AGREEMENT** should be interpreted or construed as a waiver of the **AGENCY's** or **DEPARTMENT's** rights to sovereign immunity or as an agreement to be sued by a third party. Further, there are no third-party beneficiaries to this **AGREEMENT**.
- C. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the **DEPARTMENT** within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** 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 advertising be placed upon them by any party 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 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.
- E. Any work impacting traffic flow along SR 5 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

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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 **CITY OF LAKE WORTH BEACH, CITY 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 personnel, all the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

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 that the adjacent state road 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 written approval by the **DEPARTMENT**.

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- 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 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 expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 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, and 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** shall 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:

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- 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 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 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

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) **BD648** 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

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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 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. Venue with respect to judicial proceedings arising out of this **AGREEMENT** shall be in Broward County, Florida.

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**:

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

AGENCY:
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach FL, 33460
Attention: City Mayor

17. LIST OF EXHIBITS

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

Exhibit Only

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

AGENCY:

City Of Lake Worth Beach
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: _____

Exhibit Only

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
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 District General Counsel

Print Name: _____

Date: _____

Exhibit Only

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

I. Location:

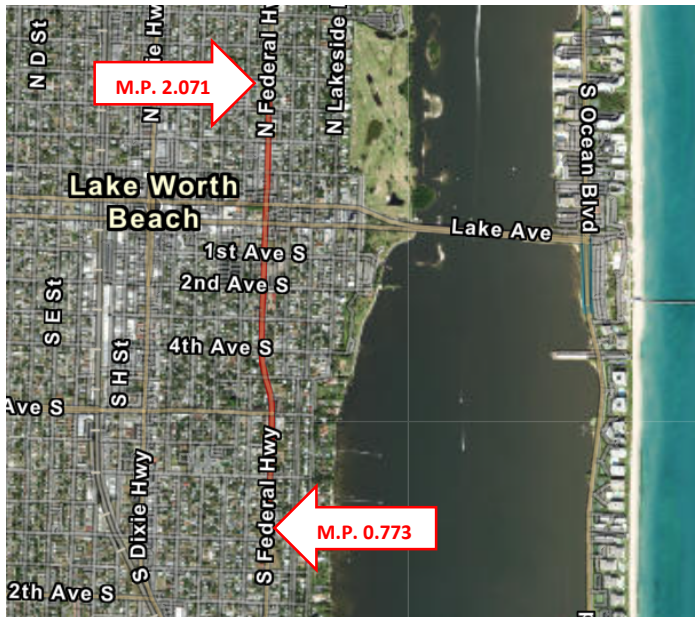
The **IMPROVEMENTS** associated with this **AGREEMENT** are located in the City of Lake Worth Beach, in Palm Beach, Florida along State Road 5, section 93020000, beginning M.P. 0.773 to M.P. 2.071.

II. Description of Work:

Project Number **446173-1-52-01** to include decorative light.

It will be the responsibility of the **AGENCY** to maintain the **IMPROVEMENTS** described in this **AGREEMENT**.

III. Aerial



SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

EXHIBIT B

LIGHTING PLANS

Lighting Plans prepared by Juan S. Calderon, P.E., dated January 1st, 2023, as approved by the **DEPARTMENT**.

LIGHTING PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
14	L-1	KEY SHEET
15	L-2	LIGHTING DATA TABLE AND LEGEND
16-20	L-3 thru L-7	LIGHTING PLAN
21	L-8	SPECIAL DETAILS
22	L-9	SERVICE POINT DETAILS

[The remainder of this page intentionally left blank.]

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

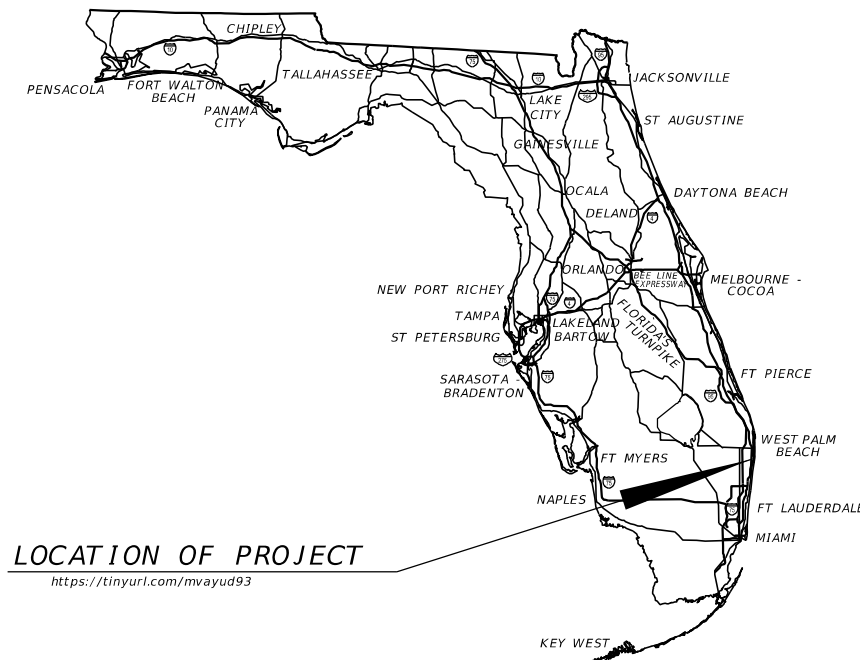
CONTRACT PLANS

FINANCIAL PROJECT ID 446173-1-52-01

PALM BEACH PALM BEACH COUNTY (93020000)

STATE ROAD NO.5 (N FEDERAL HWY) SR 5
FROM SOUTH OF 10TH AVE SOUTH TO 6TH AVE NORTH

LIGHTING PLANS

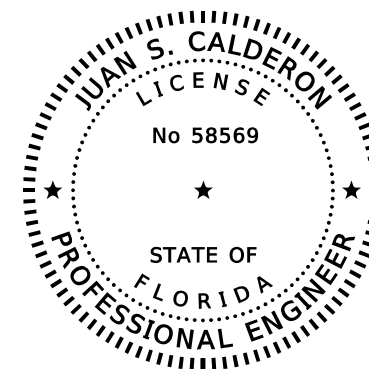


LOCATION OF PROJECT
<https://tinyurl.com/mvayud93>

INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
L-1	KEY SHEET
L-2	LIGHTING DATA TABLE AND LEGEND
L-3 - L-7	LIGHTING PLANS
L-8	SPECIAL DETAILS
L-9	SERVICE POINT DETAILS

Exhibit Only



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

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

LIGHTING PLANS
ENGINEER OF RECORD:

JUAN S. CALDERON, P.E., PTOE. NO.: 58569
CALTRAN ENGINEERING GROUP, INC.
790 NW 107 AVENUE, SUITE 200
MIAMI, FL 33172
(786) 456-7700
CONTRACT NO.: CA739
VENDOR NO.: 27-4564005

FDOT PROJECT MANAGER:
LESLIE WETHERELL, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T0000	24	L-1

LIGHTING DATA TABLE

SIGNALIZED - UNSIGNALIZED AND AND RETROFIT DESIGN CRITERIA

POLE NO.	CIRCUIT	STATION	OFFSET	SIDE	DIST. OR ARM	LUMINAIRE WATTAGE	MOUNTING HEIGHT	NUMBER OF LUMINAIRES	ARM CONFIGURATION	FOUNDATION	POLE DETAILS	PAY ITEM
1	EXIST. B-I	72+71.24	33.33	LT	--	80	16	1	POST TOP	SPECIAL	CONCRETE	715-511-315
2	EXIST. B-I	72+71.51	42.57	RT	--	80	16	1	POST TOP	SPECIAL	CONCRETE	715-511-315
3	EXIST. B-II	81+13.27	48.76	LT	--	80	16	1	POST TOP	SPECIAL	CONCRETE	715-511-315
4	EXIST. B-II	81+50.76	44.46	RT	--	80	16	1	POST TOP	SPECIAL	CONCRETE	715-511-315
5	EXIST. C-II	114+49.92	24.29	RT	--	80	16	1	POST TOP	EXIST.	RETROFIT	715-11-213
6	EXIST. C-I	114+87.31	26.24	LT	--	80	16	1	POST TOP	EXIST.	RETROFIT	715-11-213
7	EXIST. C-I	114+97.71	42.94	RT	--	80	16	1	POST TOP	SPECIAL	CONCRETE	715-511-315
8	EXIST. C-I	115+34.65	55.56	LT	--	80	16	1	POST TOP	SPECIAL	CONCRETE	715-511-315
9	EXIST. D-1	115+49.29	26.80	LT	3	80	20	1	PENDANT	EXIST.	RETROFIT	715-11-216
10	EXIST. D-1	119+05.52	24.13	LT	3	80	20	1	PENDANT	EXIST.	RETROFIT	715-11-216
11	EXIST. D-1	119+37.38	52.93	LT	--	80	16	1	POST TOP	SPECIAL	CONCRETE	715-511-315
12	EXIST. D-1	119+75.48	50.28	RT	--	80	16	1	POST TOP	SPECIAL	CONCRETE	715-511-315
13	EXIST. D-1	119+94.03	23.87	LT	3	80	20	1	PENDANT	EXIST.	RETROFIT	715-11-216
14	EXIST. D-1	123+77.77	40.10	RT	--	80	16	1	POST TOP	SPECIAL	CONCRETE	715-511-315
15	EXIST. D-1	124+15.48	40.48	LT	--	80	16	1	POST TOP	SPECIAL	CONCRETE	715-511-315

AVERAGE INITIAL INTENSITY (H.F.C.) 1.5 (STD.)
1.0 MIN.
AVERAGE INITIAL INTENSITY IN CROSSWALK FOR THRU APPROACH MOVEMENT (V.F.C) 1.5 (STD.)
1.0 (MIN.)
ILLUMINATION UNIFORMITY RATIOS-
AVG./MIN. 4:1 Or Less
MAX./MIN. 10:1 Or Less
WIND SPEED: 170 MPH

LEGEND

SYMBOLS

DESCRIPTION

- ⊕ PROPOSED 80 WATT LIGHTING POST TOP MOUNTED LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST-TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4466.39 AT 45 H 67V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. ALSO, USE AMERON DECORATIVE STREET LIGHTING POLE (VEF06.ISPL), AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING POST TOP MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE25-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 5352.09 AT 67.5 H 66V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING POST TOP MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST-TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4466.39 AT 45 H 67V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING PENDANT MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE (PENDANT) WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED PENDANT LUMINAIRE FIXTURE MSR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4389.19 AT 45 H 70V, DESIGNED FOR 8152 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING LIGHTING POLE AND LUMINAIRE (POST TOP MOUNT) TO REMAIN.
- ⊕ EXISTING LIGHTING POLE AND LUMINAIRE (PENDANT) TO REMAIN.
- ⊕ 2" HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT DIRECTIONAL BORE. PROPOSED CONDUCTORS INSIDE CONDUIT TO BE RHW-2/RHH/XLP ONE BLACK INSULATION AND ONE WHITE INSULATION. RUN 1#6 GROUNDING CONDUCTOR WITH RHW-2 GREEN INSULATION INSIDE OF CONDUIT WITH OTHER CONDUCTORS.
- PROPOSED LIGHTING PULL BOX.
- EXISTING PULL BOX.
- EXISTING SERVICE POINT.

NOTES:

1. REFER TO ROADWAY COMPONENT SET FOR GENERAL NOTES.
2. THE MAINTAINING AGENCY IS LAKE WORTH BEACH ELECTRIC UTILITIES.
3. THE CONTRACTOR TO UTILIZE EQUIPMENT CAPABLE OF CONSTRUCTING THE AUGER AND INSTALLING THE LIGHTING POLES UNDER THE POWER/UTILITY LINES.

Exhibit Only

2/11/2023 8:18:32 AM Design7 Z:\Worksets\VDOT\44617315201\Lighting\PLDTL01.dgn

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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING DATA TABLE AND LEGEND	SHEET NO. L-2
DATE	DESCRIPTION	DATE	DESCRIPTION	JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						15	SR 5	PALM BEACH		

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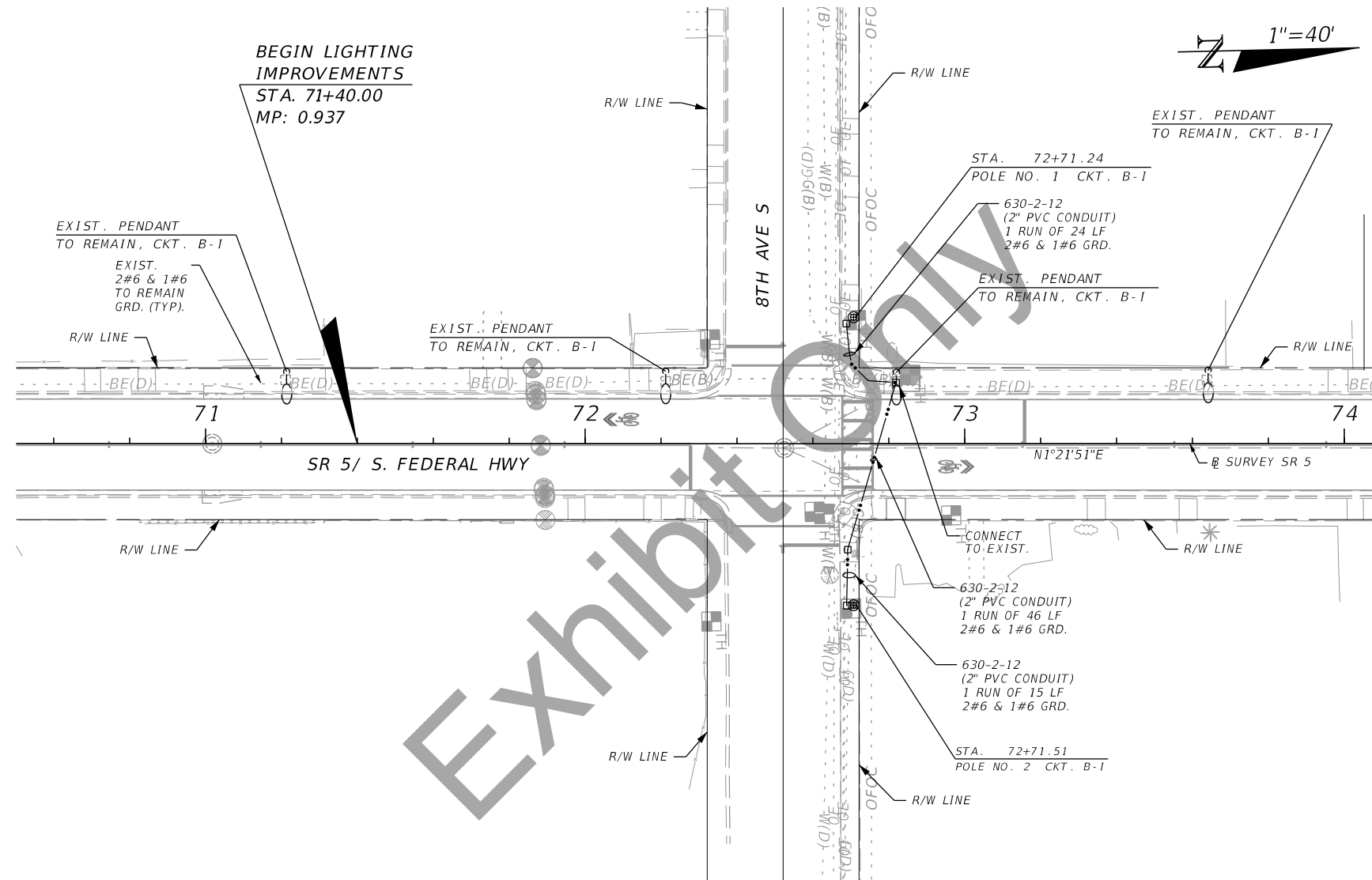


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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
 JUAN S. CALDERON, P.E.
 LICENSE NUMBER 58569
 CALTRAN ENGINEERING GROUP
 790 NW 107 AVE, SUITE 200
 MIAMI, FLORIDA, 33172

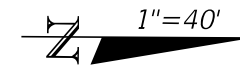
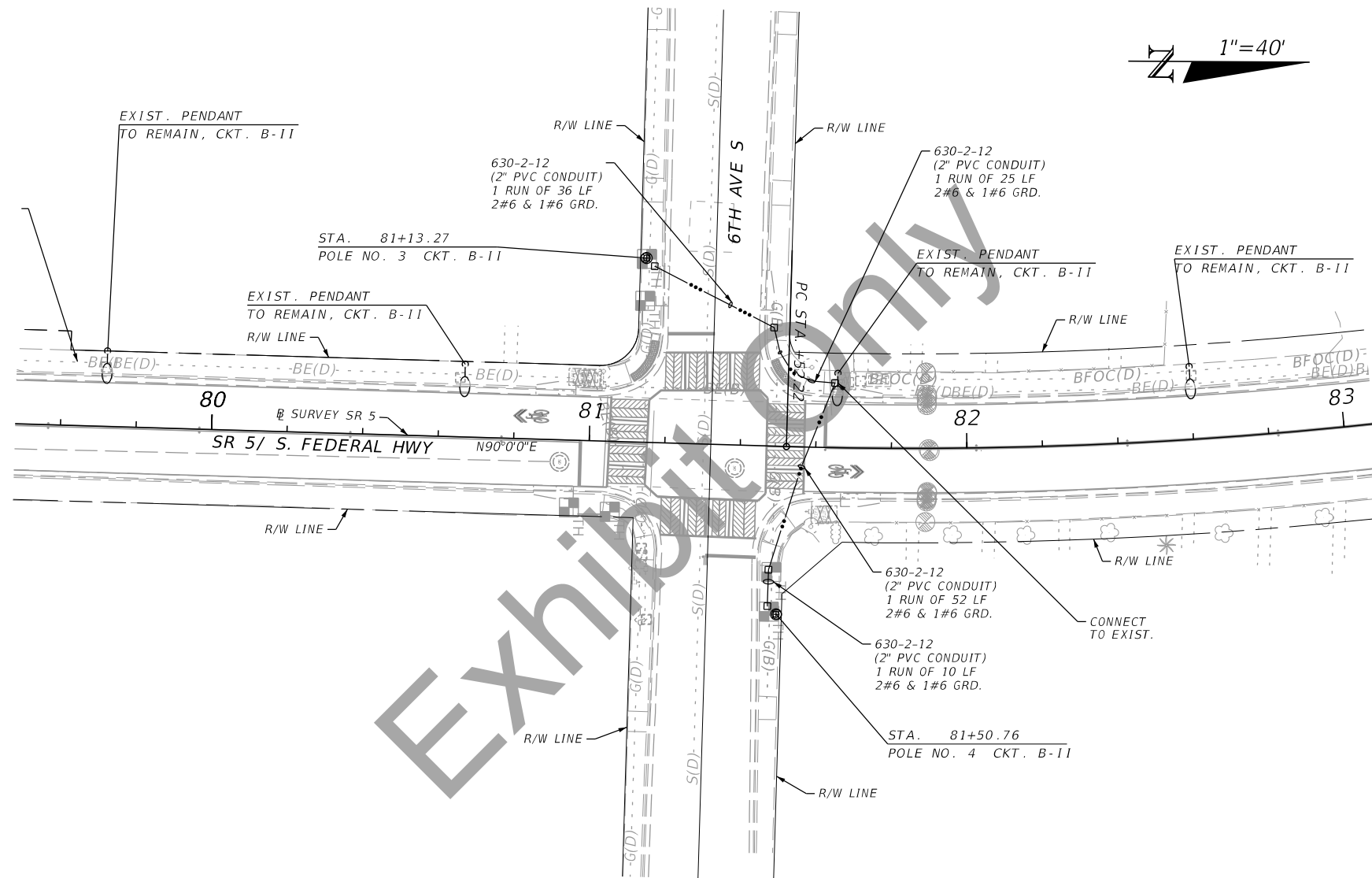
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	PALM BEACH	446173-1-52-01

LIGHTING PLANS

SHEET NO.
 L-3

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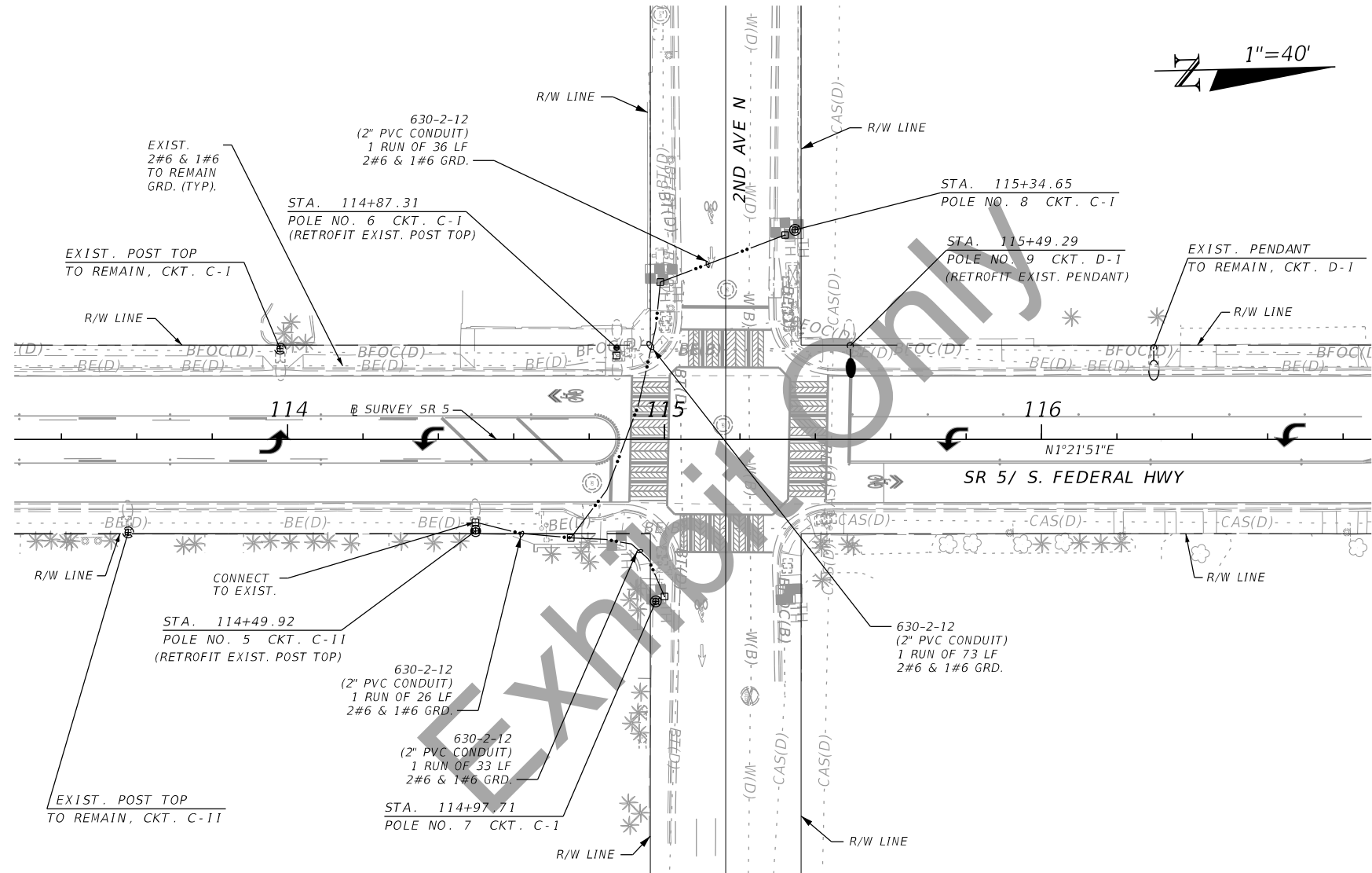
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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<i>LIGHTING PLANS</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	L-4			
				17	SR 5	PALM BEACH	446173-1-52-01			

JUAN S. CALDERON, P.E.
LICENSE NUMBER 58569
CALTRAN ENGINEERING GROUP
790 NW 107 AVE, SUITE 200
MIAMI, FLORIDA, 33172

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
 JUAN S. CALDERON, P.E.
 LICENSE NUMBER 58569
 CALTRAN ENGINEERING GROUP
 790 NW 107 AVE, SUITE 200
 MIAMI, FLORIDA, 33172

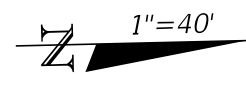
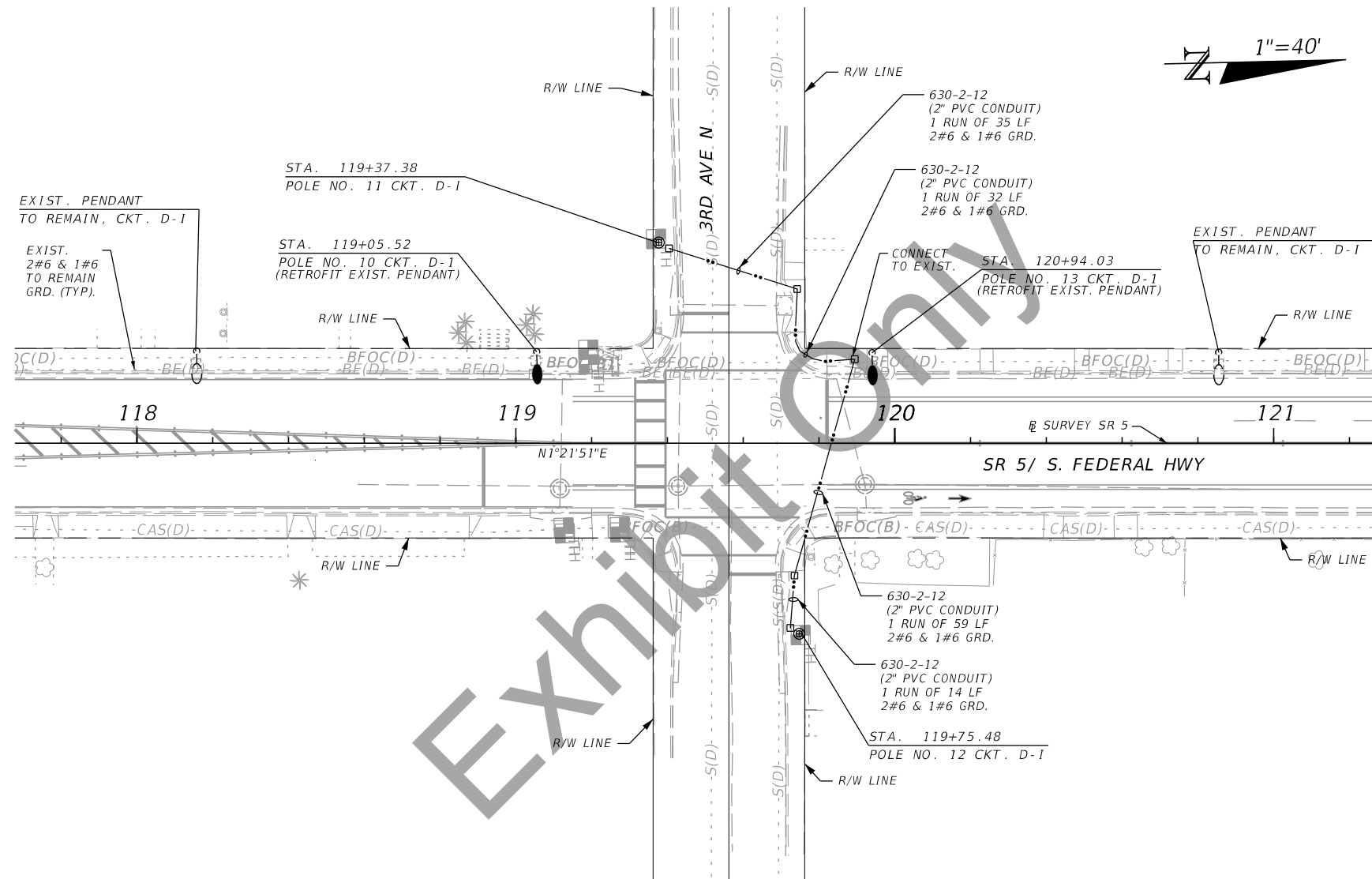
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	PALM BEACH	446173-1-52-01

LIGHTING PLANS

SHEET NO.
L-5

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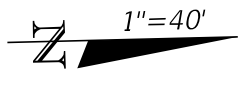
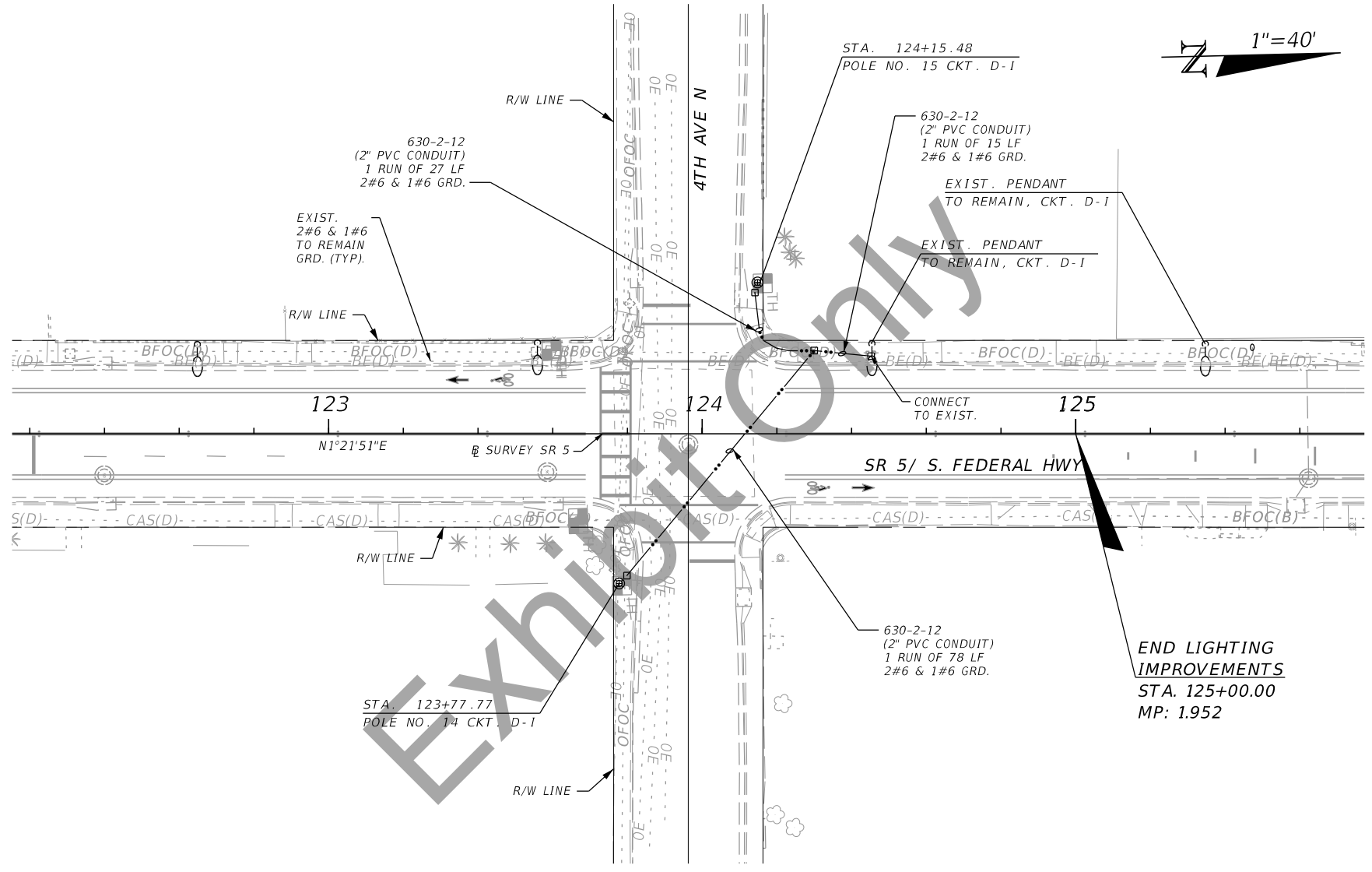
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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
							19	SR 5	PALM BEACH

LIGHTING PLANS

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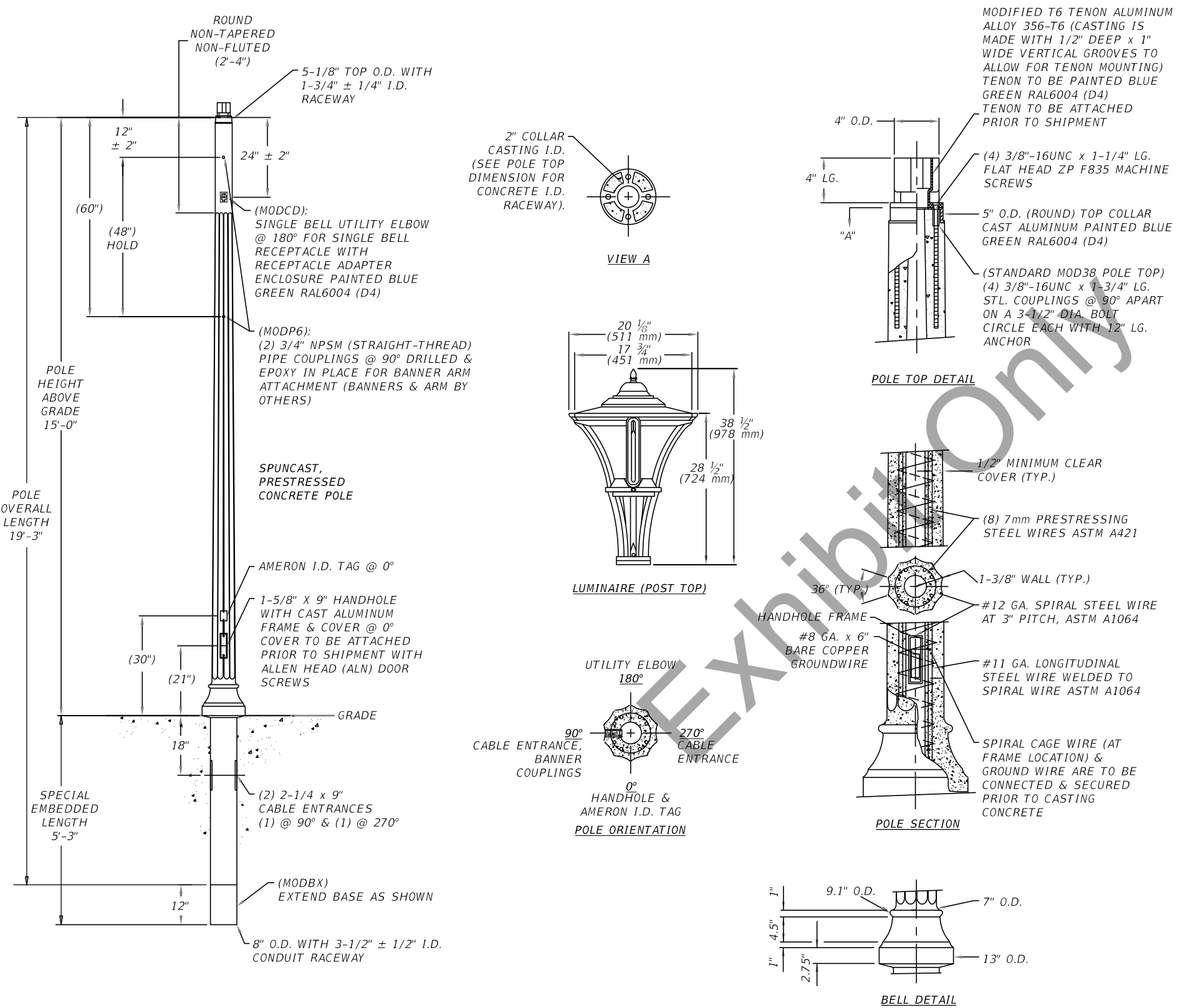


REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				JUAN S. CALDERON, P.E. LICENSE NUMBER: 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE., SUITE 200 MIAMI, FL 33172		SR 5	PALM BEACH	446173-1-52-01	L-7

LIGHTING PLANS

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TRADITIONAL VICTORIAN II EMBEDDED FLUTED POLE

POLE DESIGNATION	POLE HEIGHT ABOVE GRADE	SPECIAL EMBEDDED DEPTH	OVERALL POLE LENGTH	BELL DIA	ULTIMATE GROUND LINE MOMENT (ft.-lbs.)	POLE WEIGHT (lbs.)
VEF04.6SPL	15'-0"	5'-3"	20'-3"	13"	15,000	755

"F" LEVEL POLE CONFIG CODES

OPTION CLASS	ENTRY	INFO.
COATING	A	
HH COVER	66521E	
DRILL-IN MOD	MODP6	

"P" LEVEL POLE CONFIG CODES

OPTION CLASS	ENTRY	INFO.
MIX	41	
FINISH	3	
COLLAR	65825ED4	ROUND
POLE TOP CONFIG.	MOD38	
ELEC. ACC.	MODCD	
SPL. POLE LG.	MODBX	
STRUCT. MOD.	MODDCI	NOTE 8

QTY	SHIPPING ASSEMBLY 2301-021 BILL OF MATERIAL
1	VEF04.6*413A-9
1	40100EM4D4A - MOD. CAST ALUMINUM T6 TENON ASSEMBLY, 4" O.D. x 4" LG. (D4).
1	45133ED4A - SINGLE BELL RECEPTACLE ASSEMBLY (D4).

- NOTES:**
- MIX (413A): GREEN NATURAL, EXPOSED AGGREGATE FINISH, WITH ARCHITECTURAL GLOSS ACRYLIC COATING.
 - ASTM C-150 TYPE III GRAY CEMENT.
 - f'c @ 28 DAYS = 7,000 PSI, USING SPUN CYLINDER TEST.
 - f'c @ 28 DAYS = 5,000 PSI, USING ASTM C-31 CYLINDER TEST.
 - POLES MANUFACTURED PER ASTM C-1089-13 SPECIFICATIONS.
 - PROTECTIVE COAT EXPOSED P.C. WIRES AT POLE ENDS.
 - POLE IS FULLY PRESTRESSED WITH (8) 7mm ASTM A421 STEEL WIRES.
 - MODDCI: CORROSION INHIBITOR MIX MODIFICATION.
 - THE POLE (& IMPLIED TENON TOP ASSEMBLY) DEPICTED ON THIS DRAWING IS DESIGNED TO WITHSTAND THE LOADS IMPARTED BY A SINGLE POST TOP FIXTURE (NOT TO EXCEED, 2.5 SQ FT EPA, 50 LBS) AS DESIGNED PER 2015 AASHTO LTS-1 USING 160 MPH WIND ZONE (3-SECOND GUSTS), CATEGORY II, NON-BUILDING STRUCTURE, EXPOSURE C, SURFACE ROUGHNESS C, SITE CLASS D, NO HILL NOR ESCARPMENT. THE POLE IS ALSO DESIGNED TO WITHSTAND (1) POST TOP FIXTURE & (1) 24" x 48" BANNER (NOT TO EXCEED 9.2 SQ. FT. EPA, 15 LBS) CENTERED NO HIGHER THAN 12'-0" ABOVE GRADE AS DESIGNED PER 2015 AASHTO LTS-1 USING A 120 MPH WIND ZONE (3-SECOND GUSTS), CATEGORY II, NON-BUILDING STRUCTURE, EXPOSURE C, SURFACE ROUGHNESS C, SITE CLASS D, NO HILL NOR ESCARPMENT. PLEASE CONTACT & ADVISE MANUFACTURER IF INTENDED LOADING EXCEEDS THESE VALUES.
 - MANUFACTURER SUGGESTS PLACING ALL BANNER PIECES OUT OF REACH OF PEDESTRIAN TO MINIMIZE LIKELIHOOD OF VANDALISM.
 - CONTRACTOR TO SUPPLY SIGNED AND SEALED WINDLOAD & EMBEDMENT CALCULATIONS THAT MEET OR EXCEED THE RECOMMENDATION.
 - THE RECOMMENDED AUGER HOLE DIAMETER IS 18".

MATERIAL LIST

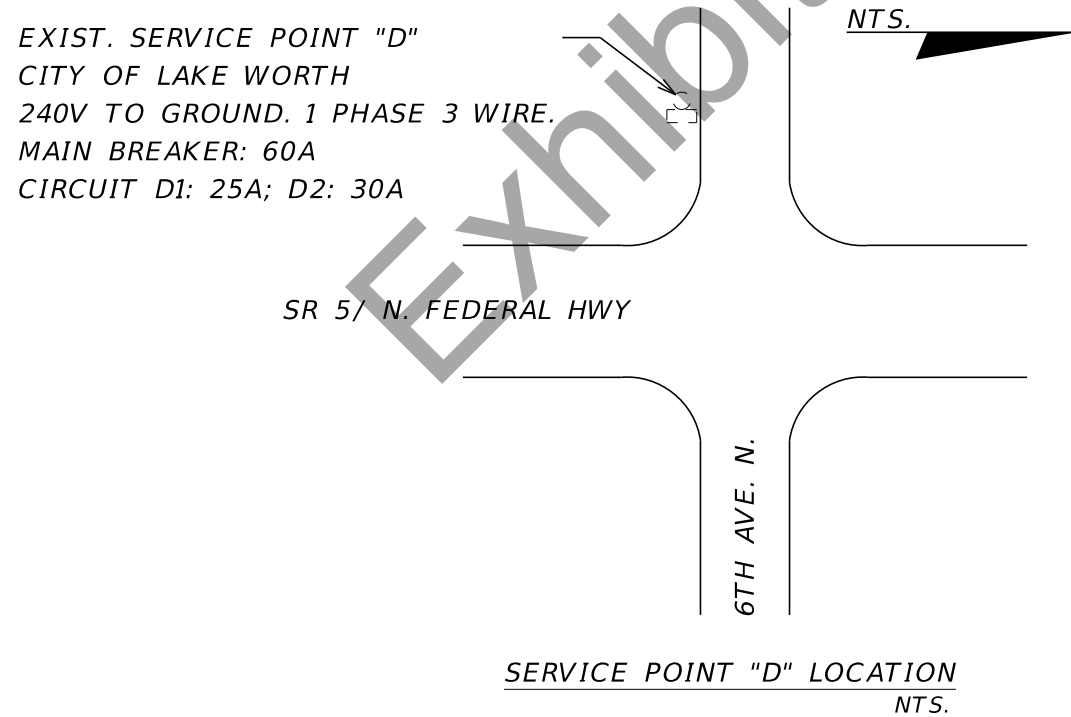
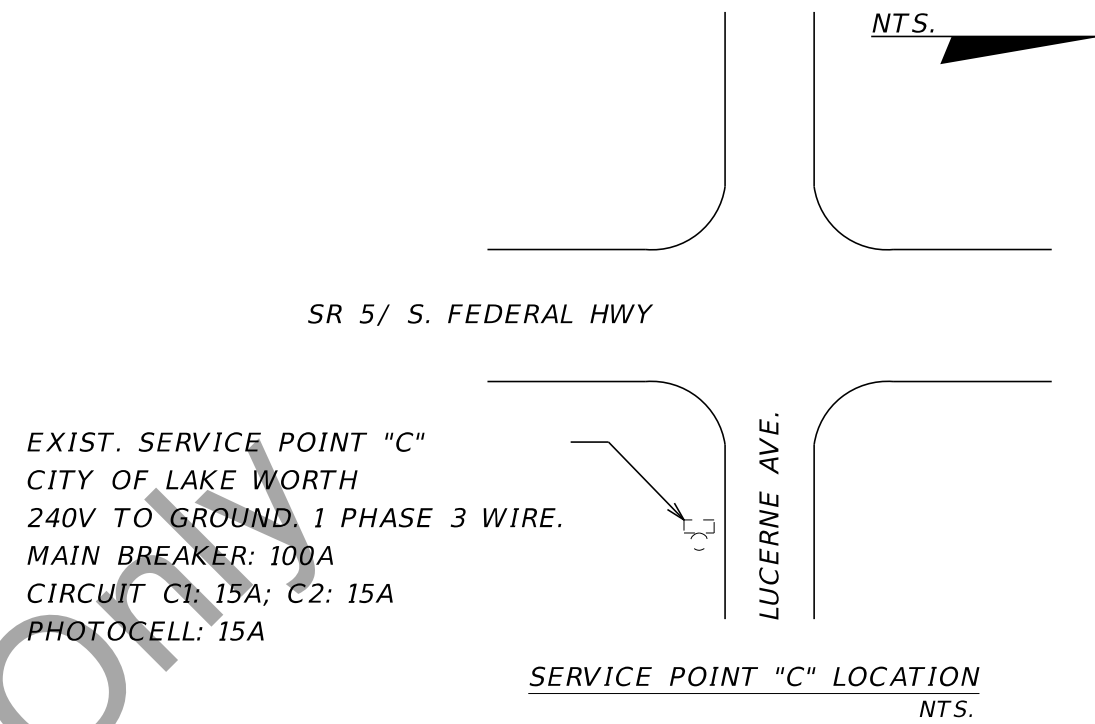
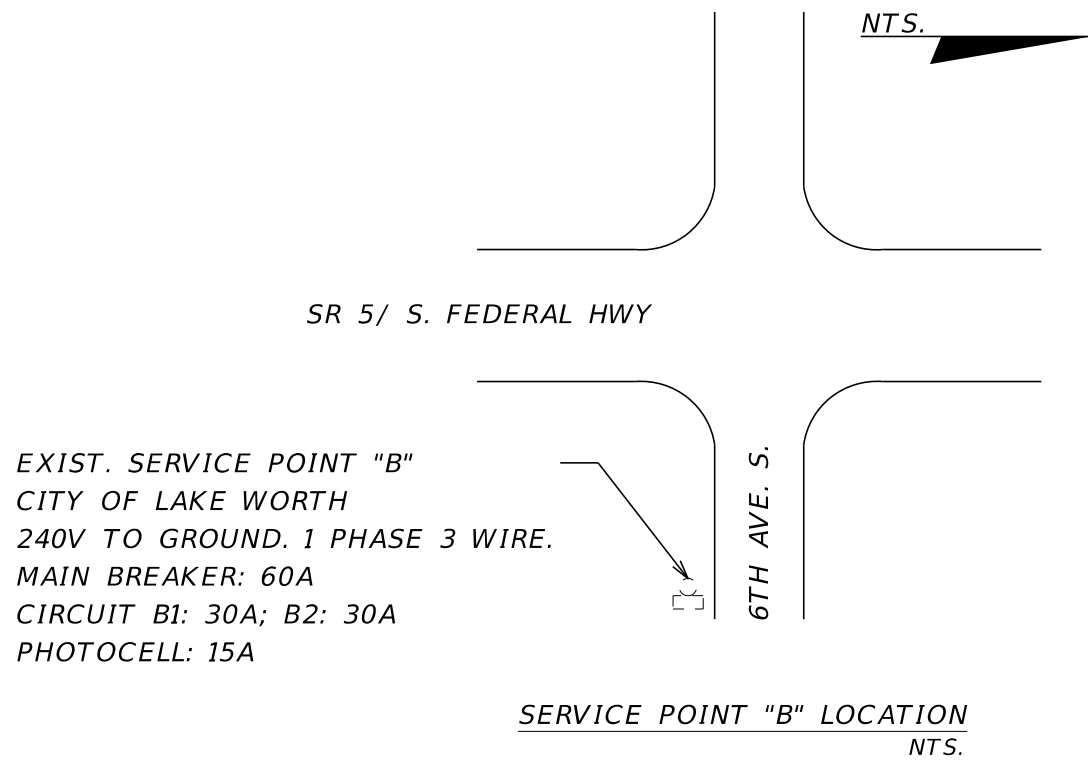
QTY	PART NUMBER	DESCRIPTION	ORG	NOTES
1	2301-021	SHIPPING ASSEMBLY	ANN	

POST TOP

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		DEPARTMENT OF TRANSPORTATION			
				JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SPECIAL DETAILS L-8
					SR 5	PALM BEACH	446173-1-52-01	

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172	SR 5	PALM BEACH	446173-1-52-01	SERVICE POINT DETAILS L-9
					22			

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SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

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