

SECTION No.(s): 93010, 93030,
93060 & 93220
S.R. No.(s): A1A, 5, 9 & 806
COUNTY: Palm Beach
FM No.(s): 405674-1, 405674-2,
408684-1, 410905-1, 411890-1, 413460-1,
413462-1, 413839-1, 413841-1, 421280-1,
426012-1, 428155-1
Permit No.(s): 2007-L-496-0105,
2007-L-496-0006, 2009-L-496-0006
WPI No. (s): 229878, 4640821,
4118666, 4118807, 4118838, 4147573

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR (4)
INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this 31st day of August 2012, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the **City of Delray Beach**, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Roads A1A, 5, 9, and 806, as part of the State Highway System as described in Exhibit A; and

WHEREAS, the DEPARTMENT installed or caused to be installed and have maintained by the AGENCY certain landscape improvements, as defined in paragraph numbered 3, page 4, within the right-of-way of State Roads A1A, 5, 9, and 806 as described within Exhibit B; and

WHEREAS, the AGENCY has installed and maintains certain landscape improvements within the right-of-way of State Roads A1A, 5, 9 and 806 as described within Exhibit B; and

WHEREAS, the AGENCY and the DEPARTMENT have entered into previous agreements for the AGENCY to maintain landscape improvements on DEPARTMENT right-of-way; 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 the highway facilities as State Roads A1A, 5, 9 and 806 described further in Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, the AGENCY is of the opinion that the highway facilities within the AGENCY'S limits that contain landscape improvements shall be maintained by the AGENCY; and

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

WHEREAS, as designated to be superseded, the AGENCY and DEPARTMENT intend for this agreement to replace and supersede the landscape agreements described within Exhibit B designated to be superseded, except as otherwise provided in this Agreement; 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. 34-12 dated July 17, 2012, 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. The recitals set forth above are true and correct and are deemed incorporated herein.
2. **INSTALLATION OF FACILITIES BY AGENCY**

The AGENCY will install, or has installed, certain landscape improvements described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referenced to as the Projects and incorporated herein as referenced as State Roads A1A, 5, 9 and 806 in Exhibit B. *Hardscape* shall mean, but not be limited to, any landscape accent lighting, fountain, tree grates, decorative free standing wall, and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not be limited to concrete pavers, color stained stamped asphalt and/or concrete.

When the AGENCY is installing or will install the PROJECT, they shall comply with the following criteria.

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA); all plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*; and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida*.
- (b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, clear zones and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system. (See Exhibit C, Maintenance Plan).
- (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI) Part A-300.
- (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, *Standards and Specifications for Turf and Landscape Irrigation Systems*.

- (e) The AGENCY shall provide the DEPARTMENT's local FDOT Operations Center accurate as-built plans of the irrigation system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible.
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work through the local FDOT Operations Center. The AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) Stamped Asphalt shall be installed and maintained as described in the plans, and further described in Exhibit D Stamped Asphalt Installation and Exhibit E Stamped Asphalt Maintenance.
- (h) All sidewalk, crosswalk and / or median Stamped Asphalt shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement Institute (ICPI)* and in accordance with Exhibit E Stamped Asphalt Maintenance.
- (i) All activities, including project installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Design Standards*, Index 600 Series, *Traffic Control through Work Zones*.
- (j) The most current edition of *FDOT Design Standards*, Index 546 must be adhered.
- (k) Horizontal and Vertical Clearance and Clear Zone as specified in the *FDOT Plans Preparation Manual*, Volume 1, Chapters 2 and 4 and *FDOT Design Standards*, Index 700 must be adhered.
- (l) Landscape improvements shall not obstruct roadside signs, traffic signals or permitted outdoor advertising signs, (see *Florida Administrative Code [F.A.C.] Rule Chapter 14-40*, Part I and Part III.)
- (m) The AGENCY shall provide the local FDOT Operation Center, Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413 (561) 432-4966 a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local FDOT Operations Center forty-eight (48) hours prior to the start of the project.
- (n) If there is a need to restrict the normal flow of traffic, it shall be done on off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. The DEPARTMENT'S Public Information Office shall also be notified.
- (o) The AGENCY shall be responsible to clear all utilities within the landscape improvement limits before construction commences.
- (p) The AGENCY shall follow the minimum level of maintenance guidelines as set forth FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, the *FDOT Guide to Roadside Mowing and Maintenance Management System*, *FDOT Maintenance Rating Program Standards* and Exhibit F, the *Maintenance Plan* for maintenance activities for landscape projects along with the Maintenance Plans attached to

the superseded landscape agreements and Exhibit E Stamped Asphalt Maintenance.

3. INSTALLATION OF FACILITIES BY DEPARTMENT

The DEPARTMENT installed or caused to be installed *landscape improvements* described as: plant materials, irrigation systems and/or hardscape on the highway facilities substantially as specified in the initial plans and specifications hereinafter referred to as the Project and incorporated herein as referenced as State Road A1A, 5, 9 and 806 in Exhibit B. *Hardscape* shall mean, but not be limited to, any landscape accent lighting, fountain, tree grates, decorative free standing wall and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not be limited to concrete pavers, color stained stamped asphalt and/or concrete. If there are any major changes to the plans, the DEPARTMENT shall provide the modified plans 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 landscape improvements if changes are not approved within the given time frame.

4. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in Exhibit A and as defined as: plant materials, irrigation, and / or hardscape within the medians and areas outside the travelway to the right of way line and areas within the travelway containing specialty surfacing as existing (if applicable) and as described in Exhibit B. The non-standard improvements outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others by periodic mowing, fertilizing, weeding, pruning, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines and Exhibit C the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas within the median and areas outside the travelway to the right-of-way and areas within the travelway containing specialty surfacing (if applicable). 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 surfacing and the associated header curb and concrete areas 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 properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage and permitted outdoor advertising signs (per Florida Statute 479.106), and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. Plants shall be those items which would be scientifically classified as plants and include trees, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original project standards. Palms

shall be kept fruit free year round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also 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 litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

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

(1) The AGENCY shall be directly responsible for impact and connection fees.

(2) If installed by the DEPARTMENT the AGENCY shall become responsible for the above named utility costs upon final acceptance of the project by the DEPARTMENT and thereafter. The construction project is accepted prior to the start of the Plant Establishment and Contractor's Warranty Period.

AND

(3) The AGENCY shall be responsible for all the improvements immediately after final acceptance of the construction project by the DEPARTMENT except for plant material. The AGENCY shall be responsible for the maintenance of all improvements after the completion of the Plant Establishment and Contractor's Warranty Period. If the AGENCY installs the hardscape, the AGENCY shall be responsible for utilities as provided for in paragraph number 2. (f).

- D. 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, repayment, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

5. SUPERSEDED PRECEDING LANDSCAPE AGREEMENTS

This Agreement shall replace and supersede any and all preceding landscape agreements as listed in Exhibit B except as specifically excepted out. The landscape improvement plans attached to the referenced agreements and project costs shall by reference become a part of this agreement as if they were attached hereto unless superseded by later plans. The AGENCY shall have the same duty to maintain those landscape improvements under this Agreement as the Agency did under the previous landscape agreements, and as more specifically detailed in this 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 as specifically reference in Exhibit B.

6. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the landscape improvement installation and/or maintenance responsibility mentioned above, 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, to 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 period, the DEPARTMENT may, at its option, proceed as follows:
- (1) Complete the installation, or part thereof, with DEPARTMENT or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or,
 - (2) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, or,
 - (3) At the discretion of the DEPARTMENT terminate the Agreement in accordance with Paragraph 10, and remove, by the DEPARTMENT or private Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements except as to trees and palms 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 projects listed in Exhibit B in the amounts listed in those agreements should the landscape improvement areas fail to be maintained in accordance with the terms and conditions of this Agreement in the amounts listed in those agreements.

7. FUTURE DEPARTMENT IMPROVEMENTS

In the event the DEPARTMENT decides to construct additional landscape improvements or modify these improvements within the limits of the rights of way herein previously identified, the DEPARTMENT and the AGENCY shall agree in writing and require signature from the responsible AGENCY (*City Manager or Designee approval signature*) to the new landscape improvements and maintenance plan thereof. If the AGENCY and the DEPARTMENT are unable to come to an agreement, the DEPARTMENT, in its sole discretion, may install sod and the agency shall be required, pursuant to this Agreement, to continue maintaining said landscape improvements. It is understood between the parties hereto that the landscape 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. The AGENCY shall be given sixty (60) calendar day's notice to remove said landscape/hardscape after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

8. FUTURE AGENCY IMPROVEMENTS

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

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

9. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the right of-way identified in Exhibit A of this document that the AGENCY shall be responsible for maintaining under this agreement subject to the following conditions:

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

10. AGREEMENT TERMINATION

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

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.

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 this project 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:
- (a) 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.
 - (b) 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.
 - (c) 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.

13. E-VERIFY REQUIREMENTS

AGENCY shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- (1) 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 Agency during the term of the contract; and
- (2) 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 Agency term.

14. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, nor 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 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.

15. 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.

16. ASSIGNMENT

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

17. 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

18. EXCEPTION TO SUPERSEDED PRECEDING LANDSCAPE AGREEMENTS

This Agreement constitutes the complete and final expression of parties with respect to the subject matter hereof and supersedes all prior landscape agreements, understanding, or negotiations with respect thereto, with the exception of the landscape improvements plans incorporated by reference in Exhibit B and the Agreements "Excepted Out" in Exhibit C.

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:

State of Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention: Elisabeth A. Hassett, R.L.A.
FDOT District IV Landscape Architect

If to the AGENCY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attention: Randal Krejcarek, P.E.
City Engineer

20. LIST OF EXHIBITS

- Exhibit A: City of Delray Beach Limits & Maintenance Boundaries List, Table and Graphic
Exhibit B: Preceding Landscape Agreement and Other Agreement Descriptions
Exhibit C: Landscape Maintenance Plan
Exhibit D: Stamped Asphalt Installation
Exhibit E: Stamped Asphalt Maintenance

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

CITY OF DELRAY BEACH

By: _____

Chairperson/Mayor

Attest: _____

Deputy City Clerk

(SEAL)

8/30/12

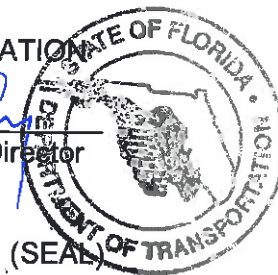
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Transportation Development Director

Attest: _____

Executive Secretary



Approval as to Form

Date

Attorney

7/30/12

Approval as to Form

Date

Office of General Counsel

8/30/2012

SECTION No.(s):	93010, 93030, 93060 & 93220
S.R. No.(s):	A1A, 5, 9 & 806
COUNTY:	Palm Beach
FM No.(s):	405674-1, 405674-2, 408684-1, 410905-1, 411890-1, 413460-1, 413462-1, 413839-1, 413841-1, 421280-1, 426012-1, 428155-1
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EXHIBIT A

CITY OF DELRAY BEACH LIMITS AND MAINTENANCE BOUNDARIES LIST

All state right of way within the limits of the City of Delray Beach to be maintained are from:

SR A1A (S. Ocean Boulevard)

Section 93060

(Delray Beach city limits) M.P. 7.721 to (south of CR 806A/George Bush Blvd.) M.P. 10.664

SR 5 (US 1)

Section 93010000

(south of C-15 Canal) M.P. 6.800 to (Gulfstream Blvd.) M.P. 11.754

SR 5 (US 1)

Section 93010101

(median south of Bond Way) M.P. 0.000 to (median south of Harbourside Dr.) M.P. 2.377

SR 9 (I-95)

Section 93220

Interchange at Linton Blvd. - Ramps and flat areas only, slopes excluded;
and Linton Blvd. from r/w to r/w within Limited Access all as depicted in Exhibit A Maintenance Boundary Graphic

Interchange at SR 806/Atlantic Ave. - Ramps and flat areas only, slopes excluded, all as depicted in Exhibit A Maintenance Boundary Graphic.

SR 806 (Atlantic Boulevard)

Section 93030

(east of SR 809/Military Trail) M.P. 5.186 to (east of SW/NW 1st Ave.) M.P. 8.227 and
(SR 5/US 1/southbound SE/NE 5th Ave.) M.P. 8.582 to (SR A1A/S. Ocean Blvd.) M.P. 9.180

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EXHIBIT A

CITY OF DELRAY BEACH LANDSCAPE MAINTENANCE LIMITS TABLE
The following are State Roads to be maintained within the limits of the
City of Delray Beach

STATE ROAD	BEGIN ROAD NAME	BEGIN MILEPOST	END ROAD NAME	END MILEPOST	MAINTENANCE LIMITS
A1A (S. Ocean Blvd.)	Delray Beach City Limits	7.721	S. of CR 806A/George Bush Blvd.	10.664	ROW to ROW
5 (US 1)	S. of C-15 Canal	6.800	Gulfstream Blvd.	11.754	ROW to ROW
5 (US 1)	Median S. of Bond Way	0.000	Median S. of Harbourside Dr.	2.377	ROW to ROW
9	Linton Blvd. Interchange				Ramps and Limited Access Area, excluding slopes
9	Atlantic Blvd. Interchange				Ramps, excluding slopes
806	East of SR 809/Military Trail	5.186	East of SW/NW 1st Ave.	8.227	ROW to ROW
806	SR 5/US1/ Southbound SE/NE 5th Ave.	8.582	SR A1A/S. Ocean Blvd.	9.180	ROW to ROW

Areas to be maintained by the Agency pursuant to this Landscape Maintenance Memorandum of Agreement (MOA).

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EXHIBIT A

CITY OF DELRAY BEACH LANDSCAPE MAINTENANCE LIMITS GRAPHIC

***See Attached Graphic of State Roads to be maintained within the limits of the
City of Delray Beach***



City of Delray Beach Inclusive Landscape Maintenance Memorandum of Agreement Maintenance Boundary Graphic

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EXHIBIT B

PRECEDING LANDSCAPE AGREEMENT DESCRIPTIONS AND OTHER AGREEMENT DESCRIPTIONS

The following Landscape agreements have been executed for projects that have been installed in accordance with the plans and specifications attached hereto and incorporated herein but not exclusive to the following agreement descriptions:

LANDSCAPE AGREEMENTS SUPERSEDED BY THIS AGREEMENT

STATE ROAD A1A

12/5/06 – State Road A1A from Linton Blvd. (M.P. 8.209) to George Bush Blvd. (M.P. 10.709), (\$133,200.00) for plant materials, FM No. 403603-1-52-01 and 229748-1-52-01, Resolution No.70-06 (11/20/06).

STATE ROAD 5 (US 1)

7/8/09 - State Road 5 (US 1) from (M.P. 8.427) to (M.P.8.477) median fronting McDonald's Restaurant (1400 South Federal Highway) for plant materials and irrigation (no project cost). Permit No. 2009-L-496-006. Amendment to Agreement dated February 24, 2004, Resolution No. 28-09 (7/7/09).

3/2/07 - State Road 5 (US 1) from C-15 Canal north of Bailey Street (M.P. 6.800) to north of Tropic Boulevard (M.P. 7.934) (\$68,458.00) for plant materials and irrigation. FM# 413839-1-52-01. Resolution No. 8-07 (2-6-07).

2/24/04 - State Road 5 (US 1) 1200 feet south of Linton Blvd. (M.P. 7.897) to 1500 feet north of Linton Blvd. (M.P. 8.408) Keep Palm Beach County Grant (\$44,000.00) for plant materials. FM# 413460-1-58-01. Contract No. ANA86, Resolution No. 10-04 (2/3/04).

9/17/96 - State Road 5 (US 1) from Bond Way (M.P. 10.781) north to Gulfstream Blvd. (M.P. 11.754) Keep Palm Beach County Grant (\$200,000.00) WPI No. 4118666. Resolution 68-96 (9/3/96).

STATE ROAD 806 (Atlantic Avenue)

5/18/10 - State Road 806 (Atlantic Avenue) From State Road 9 (I-95 Limited Access Right of Way) (M.P. 7.376) to N.W. 12th Avenue (M.P. 7.513), (\$199,830.40) Keep Palm Beach County Beautiful Grant, FM#428155-1-58-01. Contract No. APX 67. Resolution No. 24-10 (4/22/10).

5/13/10 - State Road 806 (Atlantic Avenue) From N.W. 12th Avenue (M.P. 7.513) to Swinton Avenue (M.P. 8.270), (\$209,018.93) Keep Palm Beach Beautiful Grant for plant material, irrigation and lighting. FM# 426012-1-58-01, Contract No. APX 75. Resolution 24-10 (4/22/10).

4/7/08 - State Road 806 (East Atlantic Avenue), Atlantic Avenue Bridge #930064 underpass from M.P. 8.818 to M.P. 8.858 for native wetland plants, Permits Nos. 2007-L-496 and 2007-L-496-0013. Resolution No. 09-08 (3/18/08).

1/15/08 - State Road 806 (Atlantic Avenue) from N.W. 12th Street (M.P. 7.502) to State Road A1A (Ocean Blvd.) (M.P. 9.163) Palm Beach MPO Grant (\$642,972.75) for plant materials and irrigation, concrete and stamped asphalt pavers. FM No. 413840-1-52-01. Resolution No. 70-07 (12/11/07).

8/8/07 - State Road 806 (Atlantic Avenue) from Military Trail (M.P. 5.150) to McNab Avenue (M.P. 7.083), (\$253,318.18) for plant materials and irrigation. FM# 413841-1-52-01. Resolution No. 43-07 (7/24/07).

8/15/05 - State Road 806 (Atlantic Avenue) From State Road 9 (I-95) north bound ramps (M.P. 7.386) to N.W. 12th Avenue (M.P. 7.513) (\$40,000) Contract ANQ81. FM#413462-1. Resolution No. 47-057 (7/19/05).

2/27/01 - State Road 806 (West Atlantic Avenue) Blocks 1000 (West 10th Avenue) (M.P. 7.642) to 1200 (West 12th Avenue) (M.P. 7.504) (\$60,000) Palm Beach MPO Grant. FM# 410905-1-58-01 Contract No. AJ920. (Missing Resolution.)

6/7/00 - State Road 806 (Atlantic Avenue) From Swinton Avenue (M.P. 8.270) to N.W./S.W. 2nd Avenue (M.P. 8.145) (\$136,000). FM# 408684-1-58-01. Resolution No. 46-00 (6-6-00).

3/4/99 - State Road 806 (Atlantic Avenue) from N.W./S.W. 6th Avenue (M.P. 7.893) through N.W./SW 10th Avenue (M.P. 7.642) (\$110,000). FM# 405674-1-54-01. Contract No. AG 695. Resolution No. 11-99 (2/16/99).

5/14/98 - State Road 806 (Atlantic Avenue) from blocks 300 (N.W. 3rd Avenue) (M.P. 8.084) to 600 (N.W. 6th Avenue) on north side (M.P. 7.955), and 200 (M.P. 8.145) to 500 (M.P. 7.955) on South Side. (\$67,800). FM# 229878-1-54-01. Contract No. AF 750. Commission Meeting Minutes (7/15/97).

2/4/96 - State Road 806 (Atlantic Avenue at State Road 9 (I-95) for Gateway parks. (\$60,942). WPI 4118838. Resolution information missing.

5/21/95 - State Road 806 (Atlantic Avenue) from just west of Military Trail (M.P. 5.150) to east of N.W. 41st Avenue (M.P. 6.281) (\$277,000.). WPI 4118807. Resolution No. 46-94 (6/7/94).

STATE ROAD 9 (I-95)

3/21/07 - State Road 9 (I-95) and State Road 806 (Atlantic Ave.) Interchange from (M.P. 9.760) to (M.P. 10.150) (\$310,139.39) Keep Palm Beach County Beautiful Grant for plant materials and irrigation, FM# 421280-1-74-01. Contract No. AOQ54. Resolution No. 19-07 (3/5/07).

3/20/00 - State Road 9 (I-95) from Linton Boulevard north to L30 Canal, (\$2,200,000.) for landscape materials and irrigation system along State Road 806 (Atlantic Avenue) and Linton Boulevard within the limits of State Road 9 (I-95) and any landscape improvements within the limited access ROW. FM#231916-1-52-01. Resolution No. 7-00 (3/7/00).

6/18/96 - State Road 9 (I-95) adjacent to the sound barrier wall from I-95 at Linton (M.P. 8.398) to I-95 at L-30 Canal (M.P. 11.510) (\$78,718). WPI No. 4147573. Contract No.: AE 622. Resolution 47-96 (6-18-96).

5/23/89 - State Road 9 (I-95) Linton Boulevard Interchange from limits of the east/west ROW to north/south ROW on/off ramps. Highway Beautification Council Grant (\$157,193.00) for plant materials and irrigation. WPI No. 4640821. Resolution No. 65-88 (10-11-88).

This Agreement, pursuant to paragraph number 5, shall supersede all other above agreements except as to the actual landscape plans and project cost that have not been replanted by subsequent FDOT approved projects and those that are "excepted out". The terms of this agreement shall apply to those landscape plans.

SECTION No.(s): 93010, 93030,
93060 & 93220
S.R. No.(s): A1A, 5, 9 & 806
COUNTY: Palm Beach
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408684-1, 410905-1, 411890-1, 413460-1,
413462-1, 413839-1, 413841-1, 421280-1,
426012-1, 428155-1
Permit No.(s): 2007-L-496-0105,
2007-L-496-0006, 2009-L-496-0006
WPI No. (s): 229878, 4640821,
4118666, 4118807, 4118838, 4147573

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY

Please see attached

MAINTENANCE PLAN

Landscape Improvements

Project State Road No(s): A1A, 5, 9 and 806
Maintaining Agency: City of Delray Beach

I. General Maintenance Requirements and Recommendations:

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards*, *FDOT Plans Preparation Manual Vol. I, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

Watering Requirements:

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

Irrigation System:

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

Integrated Plant Management:

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

Mulching:

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

Pruning:

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II. Specific Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

Staking and Guying:

All staking materials, except for replacements, are to be removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

Turf Mowing:

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

Litter Control:

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

Weeding/Herbicide:

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended if using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage, resulting from overspray to the plantings, per the approved plans.

Plant Replacement:

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a general use permit is required from FDOT for approval by the FDOT District Landscape Architect.

Hardscape (Stamped Asphalt and Specialty Surfacing):

All tree grates and specialty surfacing shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

Hardscape (Non-Standard Travelway Surfacing):

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement, caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right-of-way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

Hardscape (Landscape Accent Lighting)

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

Maintenance of Traffic Control

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

Vegetation Management at Outdoor Advertising (ODA)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for “*Vegetation Management at ODA signs*” “Florida Statutes” and “Florida Administrative Code” related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

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426012-1, 428155-1
Permit No.(s): 2007-L-496-0105,
2007-L-496-0006, 2009-L-496-0006
WPI No. (s): 229878, 4640821,
4118666, 4118807, 4118838, 4147573

EXHIBIT D

STAMPED ASPHALT INSTALLATION

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

1. Prior to acceptance by the DEPARTMENT, all lanes for each of the stamped asphalt crossings projects shall be tested for friction in accordance with ASTM E 274-06. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed test tire (FN40R) or equivalent as specified in Table 1. 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. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL). All lanes receiving new installations shall again be friction tested within 60-90 days of their acceptance by the local AGENCY. The initial friction resistance of each new installation shall be at least 35 (FN40R) or equivalent as specified in Table 1. Failure to achieve this minimum resistance shall require all deficient areas be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the DEPARTMENT'S QPL.
- The results of all friction tests and condition surveys shall be sent to the FDOT District Four Operations Warranty Coordinator at the local FDOT District Four Operations Center located at 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 above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.

2. When remedial action is required in accordance with the above requirements, the local AGENCY at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified.
3. Should the local AGENCY fail to satisfactorily perform any required remedial work in accordance with this agreement, the DEPARTMENT reserves the right to replace the stamped asphalt pavement with conventional pavement and bill the local AGENCY for this cost. No more than two full stamped asphalt pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

Table 1: Pavement Friction Number Conversions for Test Speeds Other Than 40 mph

30 mph Test Speed FN Results	To Convert to 40 mph Results	50 mph Test Speed FN Results	To Convert to 40 mph Results
<29	Subtract 1	<26	Add 1
29 to 47	Subtract 2	26 to 42	Add 2
48 to 67	Subtract 3	43 to 60	Add 3

SECTION No.(s): 93010, 93030,
 93060 & 93220
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Permit No.(s): 2007-L-496-0105,
 2007-L-496-0006, 2009-L-496-0006
WPI No. (s): 229878, 4640821,
 4118666, 4118807, 4118838, 4147573

EXHIBIT E

STAMPED ASPHALT MAINTENANCE

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

1. On a biennial basis, the area of each crosswalk in the outside traffic lane on the project shall be tested for friction resistance in accordance with ASTM E 274-06. Friction resistance shall be no less than 30 FN40R or equivalent as specified in Table 1. Failure to achieve this 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 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.
2. The integrity of the stamped asphalt pavement shall be maintained throughout its life. The local AGENCY shall conduct biennial condition surveys of the stamped asphalt pavement for rutting, raveling, pot holes, delamination and cracking for the life of the adjacent pavement.
 - a. Unless the pavement adjacent to the crosswalk is also deficient in rutting, rutting depth of the stamped asphalt pavement shall not exceed 0.25". Remedial work shall include the full depth removal of the stamped asphalt pavement across the full width of the lane and crosswalk.
 - b. Unless the pavement in the intersection is showing uniform raveling deficiencies, raveling, pot holes or delamination of the stamped asphalt pavement shall not exceed 0.25" in depth or more than 25 square inches in area. Remedial work

shall include the patching of the stamped asphalt pavement in accordance with the manufacturer's instructions.

- c. Unless pavement adjacent in the intersection is deficient in cracking criteria, cracking width of the stamped asphalt pavement shall not exceed 1/8" for more than 10' in any lane of the crosswalk. Remedial work shall include as a minimum, the full depth removal of the stamped asphalt pavement along the complete length of the crack(s) and for the width recommended by the manufacturer.
3. The results of all friction tests and condition surveys shall be sent to the FDOT District Four Operations Warranty Coordinator at the local FDOT District Four Operations Center located at (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 above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.
4. When remedial action is required in accordance with the above requirements, the local AGENCY at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified. However, if the circumstance requires and depending on the surface conditions of the pavement, this period of time may be reduced.
5. Should the local AGENCY fail to satisfactorily perform any required remedial work in accordance with this agreement, the DEPARTMENT reserves the right to replace the stamped asphalt pavement with conventional pavement and bill the local AGENCY for this cost. No more than two full stamped asphalt pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

Table 1: Pavement Friction Number Conversions for Test Speeds Other Than 40 mph

30 mph Test Speed FN Results	To Convert to 40 mph Results	50 mph Test Speed FN Results	To Convert to 40 mph Results
<29	Subtract 1	<26	Add 1
29 to 47	Subtract 2	26 to 42	Add 2
48 to 67	Subtract 3	43 to 60	Add 3

CITY OF DELRAY BEACH



CITY CLERK

100 N.W. 1st AVENUE

DELRAY BEACH, FLORIDA 33444

561/243-7000



CERTIFICATION

I, CHEVELLE D. NUBIN, MMC, City Clerk of the City of Delray Beach, do hereby certify that the attached document is a true and correct copy of **Resolution No. 34-12**, as the same was passed and adopted by the Delray Beach City Commission in regular session on the 17th day of July 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Delray Beach, Florida, on this the 26th day of July 2012.

Chevelle D. Nubin, MMC
City Clerk
City of Delray Beach, Florida

(SEAL)

RESOLUTION NO. 34-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE FOR AN OVERALL UNIFORM LANDSCAPE MAINTENANCE AGREEMENT COVERING THE AREAS UNDER FDOT JURISDICTION IN THE CITY OF DELRAY BEACH PROVIDING FOR CONFLICTS, PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Delray Beach Florida desires to approve the Maintenance Memorandum of Agreement with the State of Florida Department of Transportation to provide for maintenance of landscaped areas that are located on property under FDOT jurisdiction but in the City of Delray Beach.

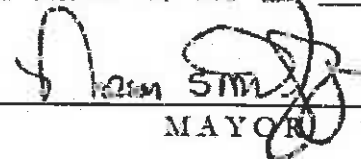
WHEREAS, the City Commission authorizes the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA:

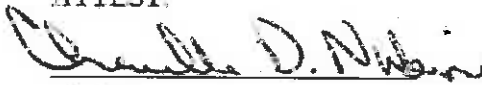
Section 1. That the recitals set forth are incorporated as if fully set forth herein.

Section 2. The City Commission of the City of Delray Beach authorizes the entry in the Maintenance Memorandum of Agreement, related to Permit No.(s) 2007-L-496-0105, 2007-L-496-0006, 2009-L-496-0006, and future permits between the City and the Florida Department of Transportation and authorizes the execution thereof.

July PASSED AND ADOPTED in regular session on this the 17th day of July, 2012.


MAYOR

ATTEST:


City Clerk