

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 3, 2022

Consent Regular
 Public Hearing Workshop

Department: Engineering & Public Works
Submitted By: Engineering & Public Works
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a construction agreement (Agreement) with CSX Transportation, Inc. (CSX) in the amount of \$1,348,482 for reconstruction of the Haverhill Road railroad crossing, FDOT/AAR Crossing Number 628099B to accommodate the widening of Haverhill Road from north of Caribbean Boulevard to Bee Line Highway (Project).

SUMMARY: Approval of this Agreement allows CSX to remove and rebuild the existing railroad-crossing surface at Haverhill Road. Palm Beach County (County) is required to reimburse CSX for all materials and labor for modifications to the railroad crossing surface, for crossing warning devices, for flagging and for construction engineering and inspection required by CSX for the Project. The estimated construction reimbursement cost to CSX from the County under this Agreement is \$1,348,482. District 7 (YBH)

Background and Justification: The County is obligated to fund all maintenance and improvements associated with the crossing, and will perform all work within CSX right-of-way that includes sidewalks, curb and gutter, pavement, signing and marking, and signage as required at the railroad crossing for the Project.

After reviewing the attached contract and finding it in proper order, the Engineering Department recommends approval by the Board of County Commissioners.

Attachments:

- 1. Location Map
- 2. Agreement with Exhibits A, B, C, D, E, F and Schedule I (4)

Recommended By: *[Signature]* *[Signature]* 3/31/22
KFS *KOF* *ybh* County Engineer Date

Approved By: *[Signature]* 4/12/22
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	<u>\$1,348,482</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$1,348,482</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No:
 Fund 3502 Dept 361 Unit 1392 Object 6551

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Zone 2 Fund
 Haverhill Rd. /N of Caribbean Blvd. to Beeline Hwy.

Construction Contract Cost \$ 1,348,482.00

Note: Funded by a \$ 1,500,000 non-board transfer from FY 2018 Reserves for Project.

C. Departmental Fiscal Review: _____


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Lucas M. ... 4/15/22 OFMB 9A 4-4-22 4/14/22 David J. ... 4/18/22 Contract Dev and Control 4-7-22 (TW)

B. Approved as to Form and Legal Sufficiency:
 _____ 4/16/22
 Assistant County Attorney

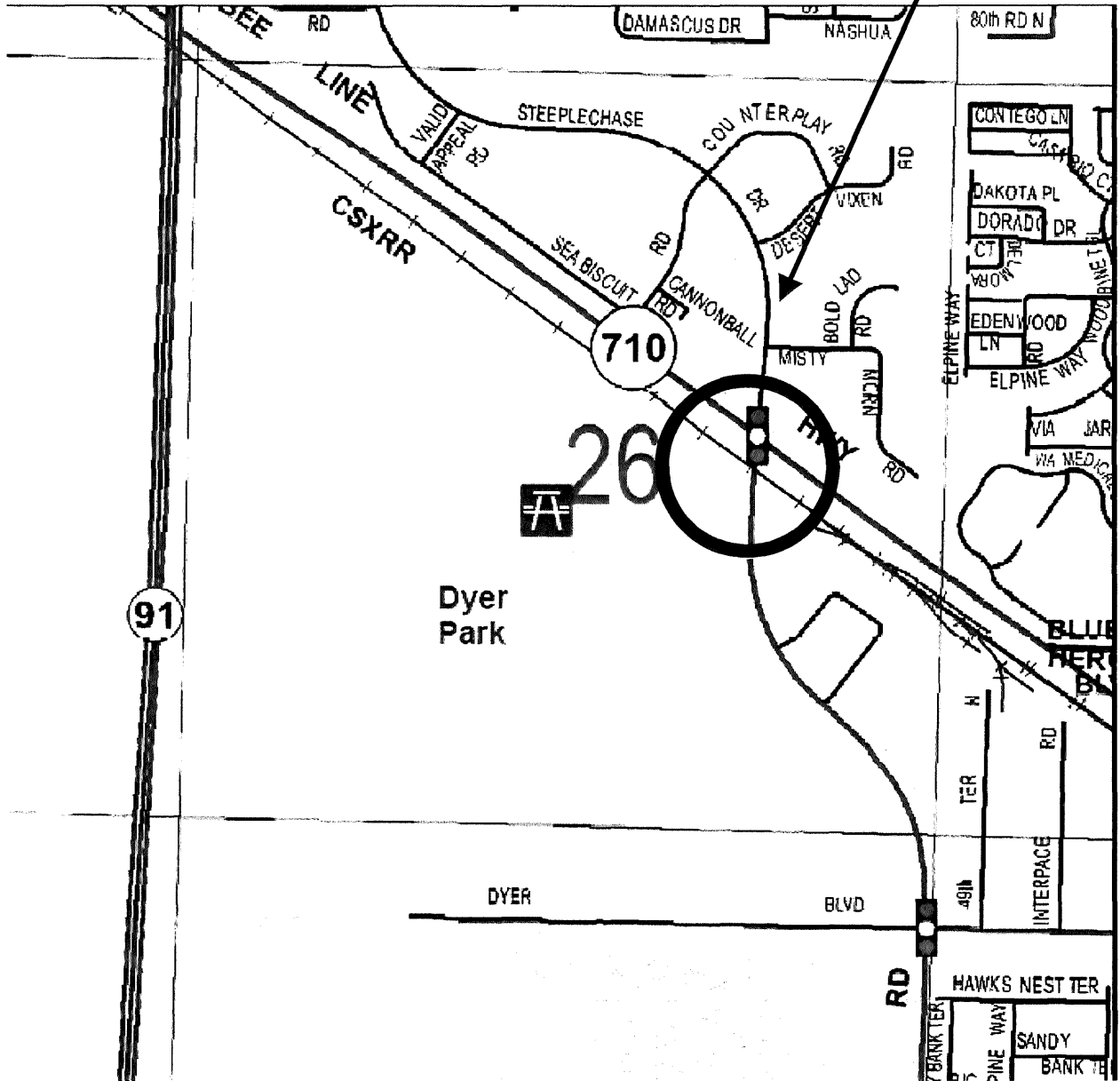
C. Other Department Review:

 Department Director

PROJECT LOCATION

Haverhill Road at CSX Railroad

FDOT/AAR CROSSING NUMBER 628099B



LOCATION MAP

**Riviera Beach, Palm Beach Co., FL
Haverhill Rd Crossing surface replacement and
Warning device upgrades as part of roadway widening project
Florida Zone, Auburndale Sub., DOT 628099B, MP SX-963.12
CSXT OP FL2167**

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and Palm Beach County, a political subdivision of the State of Florida (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, Proposed replacement of existing at-grade single track 59' concrete surface crossing surface with new 136' at-grade single track concrete surface with associated signal upgrades as part of overall roadway widening project. Signal upgrades include (2) PED gates, (1) cantilever, (4) roadway gates, and 8' x 8' crossing house at the Haverhill Rd grade crossing located in the Florida Zone, Auburndale Subdivision, at DOT 628099B and Milepost SX-963.12. (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies, and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications.
 - 1.1 Preparation and Approval. Pursuant to allocation of work in Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s

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sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.
 - 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.
2. Allocation and Conduct of Work.

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.
- 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on

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CSXT property shall conclude no later than **eighteen months from the date of this agreement**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors (“**Contractors**”) to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures.
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, as estimated in Exhibit D, including: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
 - 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. Exhibit D may be revised by CSXT and Agency by executing an amendment to this Agreement. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.
 - 4.3 Payment Terms.
 - 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of sixty (60) days following receipt of each such invoice by Agency or, the payment date (if any) set forth in the Payment Schedule.

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- 4.3.2 Within ninety (90) days of final acceptance of the Project by CSXT, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within ninety (90) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency, within ninety (90) days of the date of the final invoice.
- 4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 and CSXT's obligation to pay the excess funds in accordance with Section 4.3.2 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations. Payment for subsequent Estimates, beyond the Estimate in Exhibit D, is subject to available funding at that time.
6. Easements and Licenses.

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- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
 - 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), and in accordance with Exhibit C, along such routes and such temporary construction easements as defined in Exhibit B.
 - 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and legal sketches for the easements as provided in Exhibit B.
7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
 8. Termination.
 - 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of the Agency's default or termination of this Agreement.
 - 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
 - 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not

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diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

Agency is a political sub-division of the State of Florida subject to the limitations of Florida Statutes 768.28 as amended. Agency shall maintain a fiscally prudent liability program with regard to its obligations under this Agreement. Agency shall provide evidence of financial responsibility upon request and shall notify CSXT of any change to its liability program within thirty (30) days. Nothing herein shall serve as a waiver of sovereign immunity.

Should Agency contract with a Contractor to provide any services related to this Agreement, Agency shall require such Contractor, as a condition of working on CSXT's property, to provide and maintain insurance as shown in Exhibit F.

10. Ownership and Maintenance.

10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans in Exhibit B, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.

10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.

10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities, if required by the Project, and shall be reimbursed by Agency for the expenses incurred by CSXT, pursuant to Section

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4, with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

11.1 Generally. Each party shall be liable for its own actions and negligence and, the maximum extent permitted by law, Agency shall indemnify, defend, and hold CSXT harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence of the Agency, in the performance of work in connection with the Project or this Agreement. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.4 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in

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no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. “Entire Agreement” This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. Upon Notice to Agency. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

 If to CSXT: CSX Transportation, Inc.
 500 Water Street, J-301
 Jacksonville, Florida 32202
 Attention: Project Manager – Public Projects

 If to Agency: Palm Beach County Engineering Department
 2300 N. Jog Road
 West Palm Beach, FL 33411
 Attention: Deputy County Engineer
17. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or

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regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law. This Agreement shall be governed by the laws of the State of **Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Palm Beach County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Palm Beach County, Florida.

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BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **February 28, 2022**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

PALM BEACH COUNTY, a political
Subdivision of the State of Florida, by and
through its Board of County Commissioners

CSX TRANSPORTATION, INC.

By: _____

By: _____

Print Name: _____
Mayor

Print Name: _____
Title: _____


SEAL

ATTEST:

Joseph Abruzzo,
Clerk of the Circuit Court & Comptroller

BY: _____
(Deputy Clerk)

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: 
Morton L. Rose, P.E.
Director of Roadway Production Division

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: */s/ Yelizaveta B. Herman*

Yelizaveta B Herman,
Assistant County Attorney

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**EXHIBIT A
ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Construction of all components of the Project as depicted in the approved plans: including associated sidewalks, curb and gutter, paving and striping and all appropriate signage per MUTCD standards
 - 2. All paving, MOT and police protection as may be required
 - 3. Cleanup and restoration of project site as may be required

- B. CSXT shall perform or cause to be performed:
 - 1. Provide materials and labor to install a new 136' concrete crossing surface
 - 2. Provide materials and labor to upgrade the railroad crossing warning devices as outlined in the plans
 - 3. Flagging services and other protective services and devices as may be necessary.
 - 4. Construction engineering and inspection to protect the interests of CSXT.

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

SHEET	DESCRIPTION	PREPARER	DATE
1 of 138	Coversheet	R.J. Behar & Co.	6/9/21
5 of 138	Drainage Map	R.J. Behar & Co.	6/9/21
7 of 138	Typical section	R.J. Behar & Co.	6/9/21
16 of 138	General Notes	R.J. Behar & Co.	6/9/21
32 of 138	Roadway Plans	R.J. Behar & Co.	6/9/21
49 of 138	Roadway Profile	R.J. Behar & Co.	6/9/21
53 of 138	Intersection Detail	R.J. Behar & Co.	6/9/21
75 of 138	Drainage Structures	R.J. Behar & Co.	6/9/21
135 of 138	Roadway Cross Sections	R.J. Behar & Co.	6/9/21
136 of 138	Roadway Cross Sections	R.J. Behar & Co.	6/9/21
CTRL-8 of 10	Project Network Control	R.J. Behar & Co.	6/9/21
T-5 of 6	Signalization Plan	R.J. Behar & Co.	6/9/21
S-19 of 20	Pavement Marking Plan	R.J. Behar & Co.	6/9/21
Parcel 201 H01	Legal Description and Sketch Proposed Crossing Layout	Palm Beach County Xorail	6/5/20 6/18/19

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
 SIGNAL PLANS
 SIGNING & MARKING PLANS (FOR INFORMATIONAL PURPOSES ONLY)
 WMA PLANS
 CITY OF RIVIERA BEACH FORCE MAIN PLANS
 TOPOGRAPHIC SURVEY

COUNTY OF PALM BEACH STATE OF FLORIDA

HAVERHILL ROAD WIDENING FROM
 N. OF CARIBBEAN BLVD TO SR-710

BOARD OF COUNTY COMMISSIONERS
 PROJECT NO. 2013528

HAL R. VALECHE
 DISTRICT 1

GREGG K. WEISS
 DISTRICT 2

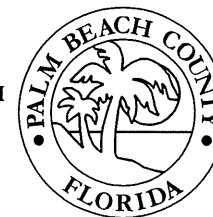
DAVE KERNER
 DISTRICT 3

ROBERT S. WEINROTH
 DISTRICT 4

MARY LOU BERGER
 DISTRICT 5

MELISSA MCKINLAY
 DISTRICT 6

MACK BERNARD
 DISTRICT 7



INDEX OF SHEETS

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79 - 85	SPECIAL DETAILS
86 - 138	ROADWAY CROSS SECTIONS
CTRL 1 - CTRL 10	PROJECT NETWORK CONTROL
B-1 - B-4	SOIL PROFILES

BENCHMARK DATUM IS REFERRED TO THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
 THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS (BOOKLET DATED 2016-17).

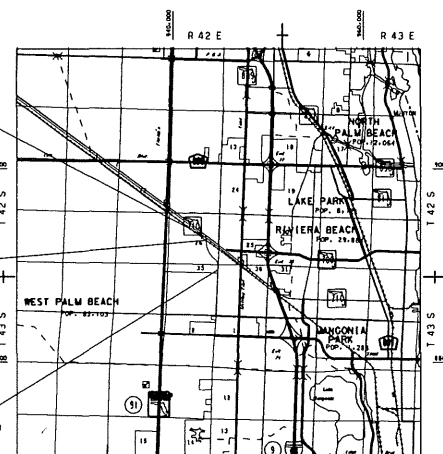
GOVERNING SPECIFICATIONS:
 THE FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DATED JULY 2017, AND SPECIAL PROVISIONS THERETO IF NOTED IN THE CONTRACT SPECIFICATIONS FOR THIS PROJECT.

R.J.BEHAR & COMPANY, INC.
 Engineers · Planners
 12788 WEST FOREST HILL BLVD, SUITE 2003B
 WELLINGTON, FL 33414
 JASMANI RIVERON, P.E. LICENSE NO. 73798
 CERTIFICATE OF AUTHORIZATION NO. 00089365

END PROJECT
 @ CONST. HAVERHILL RD
 STA. 590+78.09

STA. 589+15.38
 @ CONST. HAVERHILL RD
 @ RAILROAD TRACK
 CSXT MP SX 963.12
 FRA DOT* 628099B

BEGIN PROJECT
 @ CONST. HAVERHILL RD
 STA. 503+51.67



LOCATION MAP

SEC. 26, 35 & 36, TWP. 42 S, RGE. 42 E SEC. 18 & 2, TWP. 43 S, RGE. 42 E
 FDOT PERMIT NO. 2019-C-496-00005, SR-710 POSTED SPEED = 55 MPH



ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

LENGTH OF PROJECT		
	MILES	LINEAR FT.
ROADWAY	1.65	8,726.4
BRIDGES	0.0	0.0
NET LENGTH OF PROJ.	1.65	8,726.4
TURNAROUND	0	0
GROSS LENGTH OF PROJ.	1.65	8,726.4

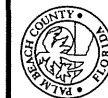
ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLANS AND DESIGN ARE IN SUBSTANTIAL COMPLIANCE WITH THE DESIGN STANDARDS AND CRITERIA IN EFFECT ON THIS DATE FOR PALM BEACH COUNTY ENGINEERING DEPARTMENT AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

DATE: _____ PROFESSIONAL ENGINEER * 73798

JASMANI RIVERON, P.E.

PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
 ROADWAY PRODUCTION
 P. O. BOX 1229, WEST PALM BEACH, FLORIDA

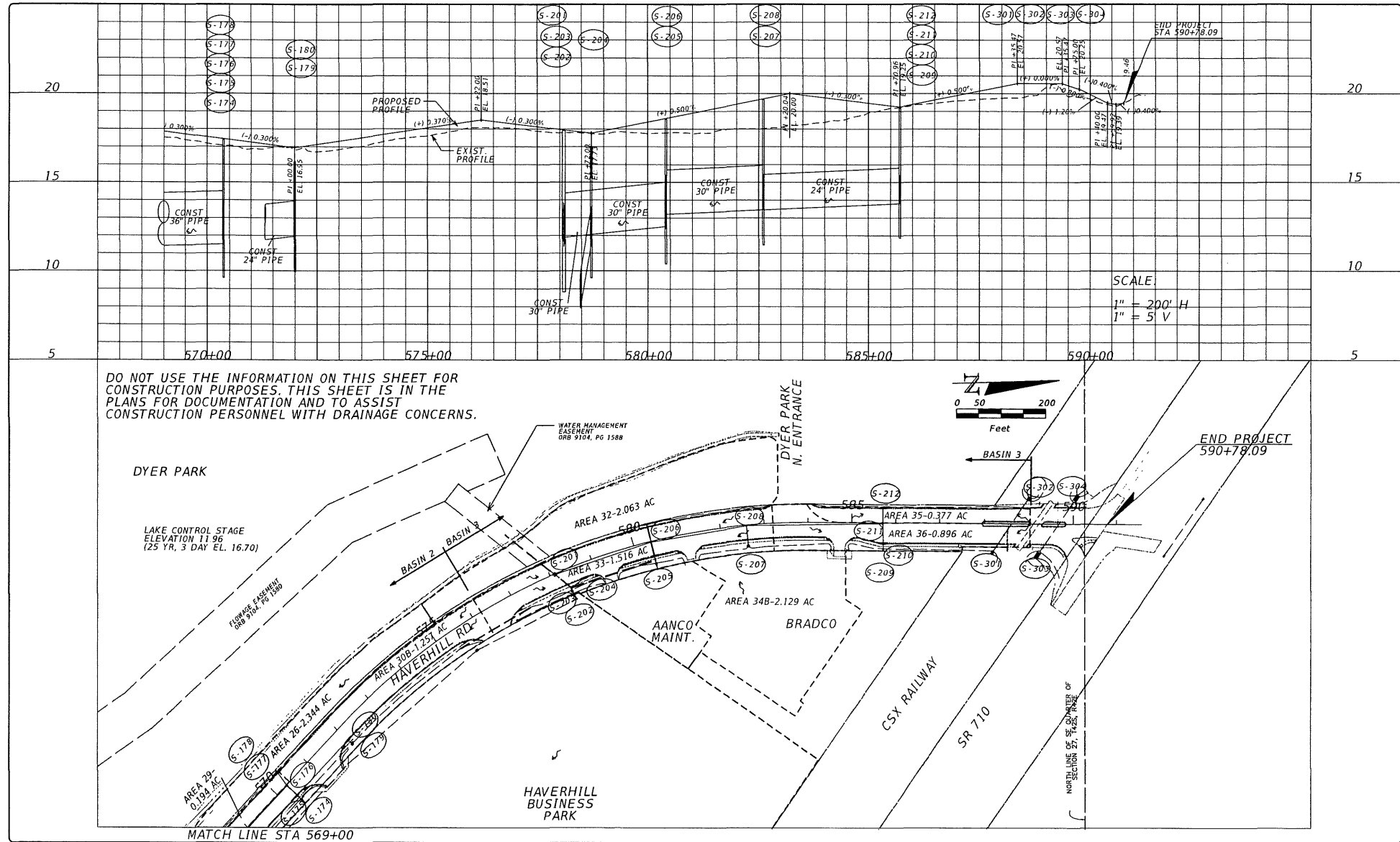


NO.	REVISION	BY	DATE

SCALE: MTS
 APPROVED: JR
 DRAWN: JR
 CHECKED: PR
 DATE: 11/11/2019
 FIELD BOOK NO.

PLANS OF PROPOSED
 ROADWAY IMPROVEMENTS
 HAVERHILL RD WIDENING FROM
 N. OF CARIBBEAN TO SR-710

SHEET: 1
 OF: 138
 R.J. BEHAR
 PROJECT NO. 14030
 P&C
 PROJECT NO. 2013528



DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES. THIS SHEET IS IN THE PLANS FOR DOCUMENTATION AND TO ASSIST CONSTRUCTION PERSONNEL WITH DRAINAGE CONCERNS.



R.J. BEHAR & COMPANY, INC.
 Engineers - Planners
 13708 WEST FOREST HILL BLVD., SUITE 200B
 WELLSVILLE, FL 32144
 JANUARY DIVISION, P.E. LICENSE NO. 23088
 CERTIFICATE OF AUTHORIZATION NO. 00088885
 RJB PROJECT NO.: 14050

NO.	REVISION	BY	DATE

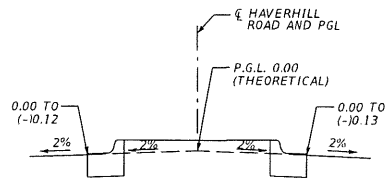
PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 PO BOX 31229
 WEST PALM BEACH, FL 33406

SCALE: 200
 APPROVED: JR
 DRAWN: JR
 CHECKED: PR
 DATE: 11/11/2019
 FIELD BOOK NO.

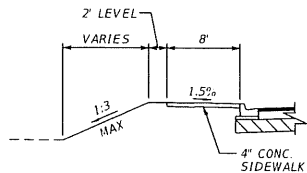
PROJECT:
DRAINAGE MAP
HAVERHILL ROAD WIDENING
N. OF CARIBBEAN BLVD TO SR-710
 DRAWING NO. DESIGN FILE NAME: DRMPROD4.DGN

SHEET: 5
 OF: 138
 PROJECT NO. PBC 201528

B-3

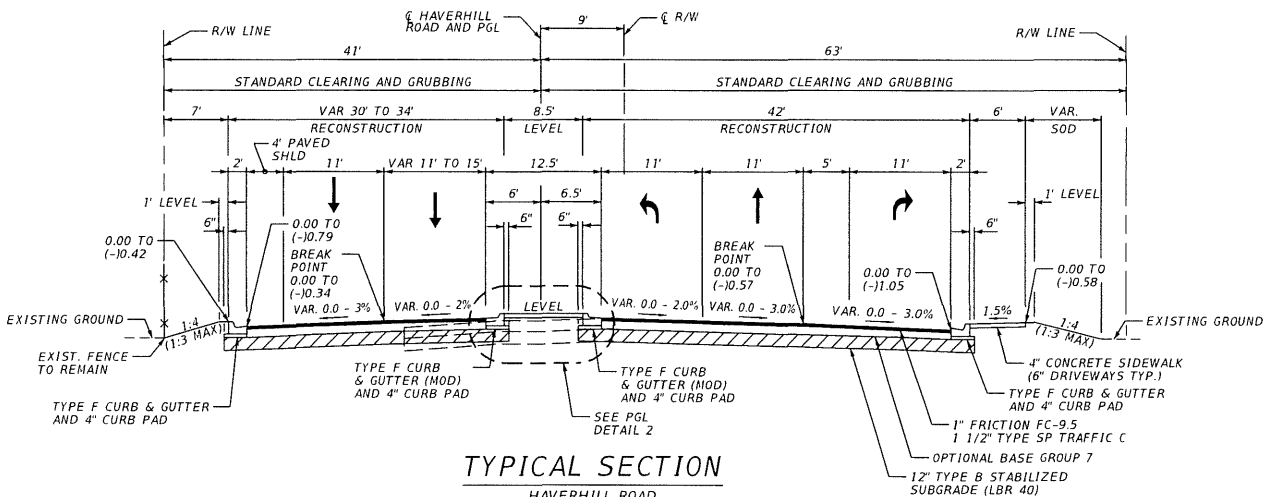


PGL DETAIL 2



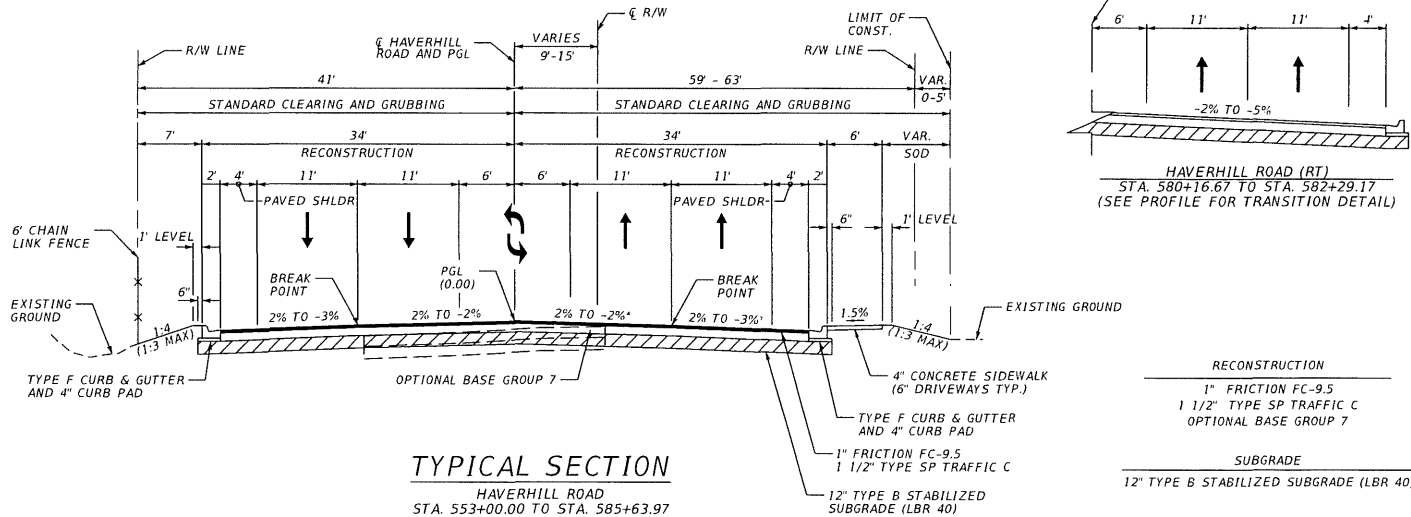
CSXT PATHWAY (LT)

STA. 588+24.36 TO STA. 590+28.54



TYPICAL SECTION

Haverhill Road
STA. 585+63.97 TO STA. 590+78.09



TYPICAL SECTION

Haverhill Road
STA. 553+00.00 TO STA. 585+63.97
SEE HAVERHILL ROAD (RT) DETAIL

TYPICAL SECTION NOTES:

1. ALL PAVED AREAS WITHIN THE PROJECT LIMITS WHICH ARE NOT SPECIFICALLY COVERED BY A "TYPICAL SECTION" SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PAVEMENT SPECIFICATIONS INDICATED HEREON, UNLESS OTHERWISE NOTED.
2. TACK COAT (RC-70) SHALL BE APPLIED AT A RATE OF 0.06 GAL/SY PRIME COAT SHALL BE APPLIED AT A RATE OF 0.10 GAL/SY AS DIRECTED BY THE ENGINEER.
3. CURB PAD SHALL BE CONSTRUCTED OUT OF 4" ABC-3 OR 6" BASEROCK AND SHALL EXTEND A MINIMUM OF 6" BEYOND THE BACK OF CURB. CONSTRUCTION OF CURB PAD SHALL BE INCLUDED IN COST OF CURB & GUTTER.

DESIGN SPEED, V=40 M.P.H., HAVERHILL ROAD

R. J. BEHAR & COMPANY, INC.
ENGINEERS - PLANNERS
12700 WEST FOREST HILL BLVD., SUITE 2000B
MELLINGTON, FL 33414
JASMINI RIVKIN, P.E. LICENSE NO. 73798
CERTIFICATE OF AUTHORIZATION NO. 00008365
RJB PROJECT NO. 14050

NO.	REVISION	BY	DATE

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229
WEST PALM BEACH, FL 33406

SCALE: N/A
APPROVED: JR
DRAWN: JR
CHECKED: PR
DATE: 11/11/2019
FIELD BOOK NO.

PROJECT:
TYPICAL SECTION
HAVERHILL ROAD WIDENING FROM
N. OF CARIBBEAN BLVD TO SR 710
DRAWING NO. DESIGN FILE NAME: TYP5R001.DWG

SHEET: 7
OF 138
PROJECT NO. PBC 201528

GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE "FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" JULY 2017 EDITION AS AMENDED BY PALM BEACH COUNTY.
- NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED BY THE CONTRACTOR AND THE CONTRACTOR IS ISSUED "NOTICE TO PROCEED".
- A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO DELIVERY OF MATERIALS AND INITIATION OF CONSTRUCTION. THE MEETING SHALL BE ATTENDED BY THE CITY, SFWMD, CONTRACTOR, SUBCONTRACTORS, ENGINEER AND OTHER INTERESTED PARTIES.
- PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
- ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED. STATION AND OFFSETS REFER TO THE CENTERLINE OF CONSTRUCTION, UNLESS OTHERWISE NOTED.
- BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) UNLESS OTHERWISE NOTED. FOR CONVERSION TO NAVD 28, USE EQUATION: $NAVD 28 = NAVD 88 + 1.51$.
- EXISTING SECTION, QUARTER SECTION CORNER, PROPERTY CORNERS, PALM BEACH COUNTY SURVEY CONTROL MONUMENTS AND ALL OTHER PERMANENT MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION BY A PROFESSIONAL SURVEYOR AND MAPPER (SEE PROJECT SURVEY CONTROL SHEET FOR ADDITIONAL DETAILS).
- ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY THE DISTRICT LOCATION SURVEYOR, WITHOUT DELAY, BY TELEPHONE.

MARK MAINTENANCE SECTION
GEODEIC INFORMATION CENTER
ATTN: C-172
ROCKVILLE, MARYLAND 20852
TELEPHONE NUMBER (301) 443-8319
- TOPOGRAPHIC SURVEY PERFORMED BY:
ENGINEITY GROUP, INC.
1280 N. CONGRESS AVE., STE 101
WEST PALM BEACH, FL 33409
- LOCATIONS MAY BE DETERMINED BY CALLING SUNSHINE ONE CALL AND THE SPECIFIC UTILITY COMPANY. SUNSHINE 811 OR (800)-432-4170. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT LOCATE OTHER UTILITIES NOT SUBSCRIBING TO "SUNSHINE" UTILITY.
- UTILITY AGENCY OWNERS:

COMPANY	CONTACT	TELEPHONE NO.
CITY OF RIVIERA BEACH UTILITIES	LEIGHTON WALKER	561-845-4185
FLORIDA GAS TRANSMISSIONS	JOSEPH SANCHEZ	407-928-7171
FLORIDA PUBLIC UTILITIES	IVAN GIBBS	561-723-3459
FLORIDA POWER & LIGHT	SHAREKA HAYDEN	561-904-3210
FLORIDA POWER & LIGHT (GAS)	MIKE KORDSMEIER	561-944-5084
FLORIDA POWER & LIGHT (TRANS)	GEORGE BECK	561-904-3604
ATT	GARTH BEDWARD	561-357-6335
COMCAST	MIYA FISHER	972-454-5946
NCI	ANYONE INVESTIGATIONS	561-459-5807
PALM BEACH CO. TRAFFIC	SUPERINTENDENT	561-233-3900
SOLID WASTE AUTHORITY	JACK MESOJEDIC	561-640-4000
PALM BEACH COUNTY ITS	DANIEL RODRIGUEZ	561-681-4365
- THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN IN THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHOULD INFORM THE ENGINEER AND NOTIFY THE RESPECTIVE UTILITY OWNERS TO RESOLVE UTILITY CONFLICTS AND UTILITY ADJUSTMENTS. AS REQUIRED, SEVENTY-TWO (72) HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL TO LOCATE UNDERGROUND UTILITIES, AS REQUIRED.
- THE LOCATION OF THE EXISTING UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
- UTILITIES ARE TO BE ADJUSTED BY OTHERS UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL EXERCISE CAUTION IN AREAS OF BURIED UTILITY CABLES, SANITARY LINES AND WATER LINES, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE EXISTING UTILITIES CAUSED BY CONSTRUCTION OPERATIONS.
- THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE "FLORIDA TRENCH SAFETY" ACT, OSHA TRENCH SAFETY COMPLIANCE - THE USE OF TRENCH BOX OR SHIELD APPROVED MEANS TO COMPLY WITH THE FLORIDA TRENCH SAFETY ACT (FLORIDA STATUTES 553.60 - 553.63), AND OSHA TRENCH SAFETY STANDARDS, SHALL BE USED WHERE EXCAVATION EXCEEDS 4 FEET IN DEPTH.
- THE CONTRACTOR IS ADVISED THAT THE PRESENCE OF OVERHEAD ELECTRIC CONDUCTORS IN CLOSE PROXIMITY TO THE LOCATIONS OF THE PROPOSED FACILITIES AND THIS MAY LIMIT THE TYPE OF EQUIPMENT THAT CAN BE USED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD OR UNDERGROUND UTILITIES.
- THE FLOW OF NPBCD CANAL E.P.B. 9 AND E.P.B. 10 SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.

- WHEN UTILITY POLES ARE IN AREAS OF EXCAVATION, MAINTAIN A MINIMUM SEPARATION OF FIVE FEET BETWEEN THE POLE AND ANY EXCAVATION.
- ALL UTILITY AND STORM STRUCTURE TOPS SHALL BE ADJUSTED AT TIME OF FINAL PAVEMENT OR CURB CONSTRUCTION. FINAL ADJUSTMENT OF ALL TOPS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- EXISTING WATER MAIN AND SERVICES ARE SHALLOW. CONTRACTOR TO LOCATE AND PROTECT ALL EXISTING WATER FACILITIES (REFER TO UTILITY RELOCATION PLANS).
- EXISTING UTILITY SYMBOLS IN ACCORDANCE WITH LEGEND SHOWN AT RIGHT. UNLESS OTHERWISE NOTED.
- FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE AND IN WRITING BY THE ENGINEER OF RECORD. UNLESS OTHERWISE NOTED. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE REMOVED.
- ALL INLET DRAINAGE STRUCTURES SHALL HAVE A MINIMUM 2" SUMP, EXCEPT CONTROL STRUCTURES. WEED HOLES SHALL NOT BE PART OF THESE SUMPS. SPECIAL CARE FOR COMPACTION OF ROADBED SHALL BE USED FOR DRAINAGE STRUCTURES WHICH MAY EXTEND INTO THE COMPACTED SUBGRADE PORTION OF THE ROADBED.
- ALL STORM WATER PIPES SHALL BE IN ACCORDANCE WITH FLORIDA DOT AND PALM BEACH COUNTY REQUIREMENTS. CONCRETE PIPE CULVERT (R.C.P.) SHALL BE CLASS 4.
- REQUIREMENTS FOR PIPE BACKFILL CROSSING ROADS OR PARKING AREAS SHALL BE AS DEFINED IN THE FOOT SPECIFICATIONS, 2013. PIPELINE BACKFILL SHALL BE PLACED IN SIX INCH LIFTS AND COMPACTED TO NOT LESS THAN 100% MAXIMUM DRY DENSITY OF THE STANDARD PROCTOR (AASHTO-99) SPECIFICATIONS.
- THE CONTRACTOR SHALL VERIFY THE EXISTING INVERT ELEVATIONS AND DIMENSIONS OF ALL EXISTING DRAINAGE STRUCTURES PRIOR TO FABRICATION OF PROPOSED DRAINAGE STRUCTURES.
- ALL EQUIPMENT, ANCHOR BOLT SIZES, LOCATIONS, CLEARANCES, ETC. SHALL BE IN CONFORMANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND APPROVED SHOP DRAWINGS.
- ALL ROAD CROSSINGS, PAVEMENT CUTTINGS AND RESTORATION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF PALM BEACH COUNTY.
- ALL NEW PAVEMENT CONNECTIONS TO EXISTING PAVEMENT WILL BE MADE WITH A STRAIGHT SAW CUT OF THE EXISTING PAVEMENT.
- INTERSECTING ROADS AND DRIVEWAYS ARE TO BE GRADED AS DIRECTED BY THE ENGINEER, UNLESS OTHERWISE NOTED.
- UNLESS OTHERWISE SHOWN, ALL EXISTING DRAINAGE STRUCTURES, WITHIN THE LIMITS OF CONSTRUCTION, ARE TO BE REMOVED.
- EXCAVATED SOILS AND EXISTING ROCK BASE MAY BE USED FOR EMBANKMENT CONSTRUCTION PROVIDED THAT THE MATERIAL IS CLEAN FILL, FREE OF ORGANIC MATERIALS, ROOTS OR OTHER DELETERIOUS MATERIALS, AND CONFORMS TO FOOT SPECIFICATIONS AND FOOT STANDARD INDEX 505.
- ALL MUCK AND PLASTIC MATERIAL WITHIN THE LIMITS OF CONSTRUCTION SHALL BE REMOVED BY THE CONTRACTOR IN ACCORDANCE WITH FOOT STANDARD INDEX 500.
- NONE OF THE EXISTING BASE MATERIAL THAT IS REMOVED IS TO BE USED IN CONSTRUCTION OF PROPOSED ROCK BASE.
- THE CONTRACTOR SHALL LOWER THE GROUND 2 INCHES BELOW FINISHED GRADE PRIOR TO PLACEMENT OF SOD TO ALLOW FOR THE THICKNESS OF THE SOD.
- ALL IRRIGATION SYSTEM COMPONENTS CONFLICTING WITH THE PROPOSED CONSTRUCTION SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR. EXISTING PIPES SHALL BE CAPPED PRESSURE TIGHT AT THE R/W LINE. EXISTING CONTROL WIRING SHALL BE CUT, SEALED AND LEFT UNLIFT BELOW GRADE AT THE R/W LINE. THE COST FOR IRRIGATION SYSTEM REMOVAL, CAPPING PIPE AND SEALING WIRING SHALL BE INCLUDED IN THE CONTRACT PRICE FROM CLEARING AND GRUBBING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING THE EXISTING PAVEMENT MARKINGS BEFORE ROADWAY/RESURFACING WORK IS STARTED AND THIS INFORMATION SHALL BE USED IN CONJUNCTION WITH TEMPORARY STRIPING AND FINISHED STRIPING.
- CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION AND SHALL PROVIDE ALL REQUIRED TRAFFIC CONTROL DEVICES, INCLUDING BARRICADES, LIGHTING, SIGNAGE, AND FLAGMEN AS NECESSARY TO PROVIDE THE SAFETY TO THE PUBLIC IN THE AREA OF WORK.
- ACCESS TO PRIVATE PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
- THE CONTRACTOR SHALL SUBMIT FOURTEEN (14) DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING, A COMPLETE PLAN DETAILING THE CONTRACTOR'S NOT PLAN, FOR ALL PHASES OF CONSTRUCTION IN ACCORDANCE WITH FOOT STANDARD INDEX 900 SERIES. FOR APPROVAL, CONTRACTOR SHALL SCHEDULE INSPECTIONS WITH THE ENGINEER A MINIMUM OF 72 HOURS IN ADVANCE.
- SPECIAL PRECAUTIONS WHEN DEWATERING, SUCH AS THE USE OF RECHARGE TRENCHES, MAY BE REQUIRED AT THE REQUEST OF SFWMD. ALL COSTS ASSOCIATED WITH MEETING THESE REQUIREMENTS SHALL BE INCLUDED IN THE COST OF THE RELATED CONSTRUCTION ACTIVITY FOR WHICH DEWATERING IS REQUIRED.
- CONTRACTOR IS RESPONSIBLE FOR SCHEDULING CONSTRUCTION ACTIVITIES WHICH MAY BE IMPACTED BY CHANGING SURFACE OR GROUND WATER ELEVATIONS AT NO ADDITIONAL COST.

- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY ADDITIONAL PERMITS REQUIRED FOR CONSTRUCTION, INCLUDING BUT NOT LIMITED TO:
 - DEWATERING PERMIT FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) IF NECESSARY.
 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) - NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT.
 - PERMIT FROM THE PALM BEACH COUNTY
- CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES AS INDICATED IN THE 2008 FOOT STANDARD INDEXES 100, 101, 102, 103, 104 AND 105 WHERE NECESSARY IN ORDER TO COMPLY WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) WATER QUALITY STANDARDS AND STATE AND LOCAL ORDINANCES.
- THE CONTRACTOR SHALL CONTROL TURBIDITY AND MUST NOT CAUSE ADVERSE IMPACTS THAT EXCEED STATE WATER QUALITY STANDARDS. EXISTING ELEVATION OF SURFACE WATERS AND GROUND WATERS WERE BASED ON ELEVATIONS FOUND DURING FIELD INVESTIGATIONS AND ARE SUBJECT TO WIDE VARIATIONS DUE TO WEATHER.
- PP-POLES IDENTIFIED AS "TO BE INSTALLED BY OTHERS" REPLACING EXISTING POLES, UNLESS OTHERWISE NOTED, CONTRACTOR TO VERIFY EXISTING POLE LOCATIONS AND NOTIFY THE ENGINEER OF ANY UNFORSEEN IMPACTS.
- PIPES FROM DRAINAGE STRUCTURES 157 TO 160, 160 TO 162, 162 TO 163, 163 TO 166, 166 TO 172, 201 TO 206, 206 TO 208, AND 208 TO 211 FOLLOW THE ROADWAY ALIGNMENT TO EASE THE MAINTENANCE OF TRAFFIC.

RAILROAD NOTES
1. ALL WORK ON, OVER, UNDER, OR ADJACENT TO CSXT RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE CSXT SPECIAL PROVISIONS.
2. "ONE CALL" SERVICES DO NOT LOCATE BURIED RAILROAD SIGNAL AND COMMUNICATIONS LINES. THE CONTRACTOR SHALL CONTACT THE RAILROADS REPRESENTATIVE TWO (2) DAYS IN ADVANCE OF THOSE PLACES WHERE EXCAVATION, PILE DRIVING, OR HEAVY LOADS MAY DAMAGE RAILROAD UNDERGROUND LINES ON RAILROAD PROPERTY. UPON REQUEST FROM THE CONTRACTOR OR AGENCY, RAILROAD SIGNAL FORCES WILL LOCATE THE PAINT MARK OR FLAG RAILROAD UNDERGROUND SIGNAL, COMMUNICATION, AND POWER LINES IN THE AREA TO BE DISTURBED FOR THE CONTRACTOR. THE CONTRACTOR SHALL AVOID EXCAVATION OR OTHER DISTURBANCE OF THESE LINES WHICH ARE CRITICAL TO THE SAFETY OF THE RAILROAD AND THE PUBLIC. IF DISTURBANCE OR EXCAVATION IS REQUIRED NEAR A BURIED RAILROAD SIGNAL, COMMUNICATION OR POWER LINE, THE LINE SHALL BE POTHOLED MANUALLY WITH CAREFUL HAND EXCAVATION BY THE CONTRACTOR AND PROTECTED BY THE CONTRACTOR DURING THE COURSE OF THE DISTURBANCE UNDER THE SUPERVISION AND DIRECTION OF A RAILROAD SIGNAL REPRESENTATIVE.
3. ANY SOIL THAT IS EXCAVATED WITHIN CSXT RIGHT OF WAY SHALL NOT BE REMOVED FROM THE PROPERTY OR TESTED WITHOUT AN ENVIRONMENTAL RIGHT OF ENTRY OR WRITTEN APPROVAL FROM THE CSX ENVIRONMENTAL DEPARTMENT. ANY EXCESS SOIL THAT IS NOT RE-USED WITHIN CSXT RIGHT OF WAY SHALL BE TESTED FOR CONTAMINATION AND DISPOSED OF ACCORDINGLY AT A CSXT APPROVED SITE. CSXT SHALL NOT INCUR ANY COSTS RELATED TO THE DISPOSAL OR TESTING OF SOILS GENERATED DUE TO CONSTRUCTION ACTIVITY RELATED TO THIS PROJECT.
4. CONTRACTOR WILL PROVIDE THE FRAC-OUT/BORE PLAN ETC. AS A SEPARATE CONSTRUCTION SUBMITTAL FOR FURTHER REVIEW. IT IS UNDERSTOOD THAT AN HDD VARIANCE WILL NEED TO BE APPROVED BY CSXT PRIOR TO BEGINNING CONSTRUCTION.

FOOT R/W NOTES (NOTES APPLY FOR ALL WORK WITHIN FOOT R/W):
1. PRIOR TO THE PRE-CON MEETING, COORDINATE CONSTRUCTION WITH THE FOOT PROJECT PROJECT #119125-1-1. CONTACT THE PROJECT MANAGER DONOVAN BRESSA AT 954-777-1412 OR 101 HIGHERS.
2. PERMITTEE WILL COORDINATE PRE-CONSTRUCTION MEETING, INSPECTIONS, FINAL ACCEPTANCE OF WORK, ETC. ALL PERMITTED WORK WITH ROSIE EVERT AT 561-370-1139 OR EMAIL ROSIE.EVERT@DOT.STATE.FL.US 48 HOURS PRIOR TO CONSTRUCTION. CERTIFICATION ACCEPTANCE AND FINAL APPROVAL IS CONTINGENT UPON CONFORMITY OF ALL WORK COMPLETED ACCORDING TO THIS PERMIT AND THE RESTORATION OF THE RIGHT OF WAY.
3. ALL MATERIALS AND CONSTRUCTION WITHIN THE FOOT RIGHT OF WAY SHALL CONFORM WITH THE LATEST VERSION OF THE FOOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND LATEST VERSION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
4. ALL MAINTENANCE OF TRAFFIC (MOT) FOR THIS PROJECT WILL BE IN COMPLIANCE WITH THE DEPARTMENT'S CURRENT EDITION OF THE FOOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDICES, (102-600 SERIES) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE OPERATIONS ENGINEER OR HIS DESIGNER RESERVES THE RIGHT TO DIRECT THE REMOVAL/RELOCATION/MODIFICATION OF AND TRAFFIC DEVICES(S) AT THE PERMITTEE'S SOLE EXPENSE. SPECIAL ATTENTION WILL BE GIVEN TO INDICES 102-611, 102-612, 102-613, AND 102-600.
5. ALL THERMOPLASTIC STRIPES, MARKINGS, AND SIGNAGE WILL BE INSTALLED PER THE FOOT STANDARDS PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
6. FOR ANY UNDERGROUND WORK, THE CONTRACTOR MUST CONTACT THE SIGNAL TRAFFIC CONTROL MAINTAINING AGENCY PRIOR TO CONSTRUCTION.
7. IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT OF WAY FROM THE FOOT PRIOR TO USAGE.
8. PERMITTEE SHALL PROVIDE THE NECESSARY DENSITIES IN ACCORDANCE WITH SECTION 125-B OF THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) PRIOR TO FINAL ACCEPTANCE BY THE FOOT.
9. PERMITTEE WILL RESTORE THE RIGHT OF WAY AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE (LATEST EDITION) OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.

- DURING THE REMOVAL/INSTALLATION OF ANY CURB AND GUTTER SECTION, THE PERMITTEE WILL BE RESPONSIBLE FOR AND DAMAGE DONE TO THE ABUTTING ASPHALT. THE DAMAGED ASPHALT REPAIR WILL BE IN ACCORDANCE WITH THE CURRENT SPECIFICATIONS AND/OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
- ALL PUBLIC SIDEWALK CURB RAMPS WILL MEET THE FOOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION) INDEX 522-002. CURB/RAMP INSPECTIONS REQUIRED PRIOR TO INSTALLATION OF CONCRETE.
- REMOVAL/INSTALLATION OF SIDEWALK WILL MEET THE FOOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDEX 522-001.
- PERMITTEE SHALL PROVIDE THE PRODUCER'S CERTIFICATION (DELIVERY TICKET) FOR THE 45 CONCRETE-2500 PSI (USED FOR SIDEWALK, CURB AND GUTTER, DITCH, DRAINAGE, AND TRAFFIC SEPARATOR) PRIOR TO FINAL ACCEPTANCE BY THE DEPARTMENT. THE DELIVERY TICKET SHALL CERTIFY THE CONCRETE WAS BATCHED, DELIVERED, AND PLACED IN ACCORDANCE WITH SECTION 347 OF THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION).
- PERMITTEE SHALL MILL AND RESURFACE ASPHALT ON THE HAVERHILL ROAD INTERSECTION WITHIN THE FOOT R/W. THE REPLACEMENT PAVEMENT TYPE SHALL BE IN ACCORDANCE WITH THE FOOT'S FRICTION COURSE POLICY, LATEST EDITION, EXCEPT WHERE PERMISSION IS GIVEN BY THE LOCAL RESIDENT OPERATIONS ENGINEER. PAVEMENT DESIGN FOR MILLING AND RESURFACING OF SR-710 SHALL BE MILL EXISTING ASPHALT PAVEMENT (3/4" AVERAGE) RESURFACE 3/4" FC-5.
- RESTRICTED HOURS OF OPERATION FOR LANE CLOSURES WILL BE FROM 9:00 AM TO 4:00 PM (MONDAY-FRIDAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIGNER. NOT SHALL BE PICKED UP BY 4:00 PM AND NOT START BEFORE 9:00 AM.
- THE CONTRACTOR SHALL PROVIDE THE FOOT (PERMIT OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE AND CERTIFICATE OF LIABILITY INSURANCE PRIOR TO AND COMMENCEMENT OF PERMITTED WORK.
- THE CONTRACTOR SHALL PROVIDE THE FOOT AND THE COUNTY WITH CERTIFIED ASBUILT PLANS PRIOR TO FINAL ACCEPTANCE OF THE PERMITTED WORK.
- PRIOR TO ANY WORK REQUIRING LANE CLOSURES, MOBILE OPERATIONS, OR TRAFFIC PACING OPERATIONS, THE CONTRACTOR OR PERMITTEE SHALL SUBMIT A REQUEST TO THE DEPARTMENT THAT INCLUDES THE TIME, LOCATION, AND DESCRIPTION OF WORK BEING PERFORMED. THE LANE CLOSURE REQUEST SHALL BE SUBMITTED TO THE DEPARTMENT A MINIMUM OF 2 WEEKS PRIOR TO THE PROPOSED CLOSURE DATE, AND MUST BE APPROVED BY THE DEPARTMENT BEFORE WORK REQUIRING THE CLOSURE MAY BEGIN WITHIN THE FOOT RIGHT OF WAY. URL ADDRESS: [HTTPS://ICLIS.DOT.STATE.FL.US](https://iclis.dot.state.fl.us)
- SODDED AREAS WILL BE IN ACCORDANCE WITH FOOT STANDARD PLANS INDEX 570-010 AND SECTIONS 162, 301, 302, 983, 987 OF FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.
- OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS WITHIN THE FOOT R/W, AS DETERMINED BY THE FOOT, SHALL REMAIN IN THE DEPARTMENT UNTIL FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE CONTRACTOR, AT THEIR COST & EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER, 7900 W FOREST HILL BLVD OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DOT, INCLUDING ASPHALT MILLINGS.

LEGEND

-X-X-	EXISTING FENCE
----	EXISTING DRAINAGE
.....	EXISTING FLORIDA POWER & LIGHT
-----	EXISTING WATER MAIN
-----FM-----	EXISTING SANITARY SEWER
-----	EXISTING BELLSOUTH UTILITIES
-----	EXISTING GAS MAIN
-----SO-----	PROPOSED DRAINAGE PIPE
-----	PROPOSED WATER MAIN
-----FM-----	PROPOSED FORCE MAIN
-----	PROPOSED BURIED ELECTRIC
-----	PROPOSED INLET
-----	PROPOSED MANHOLE
-----	EXISTING POWER POLES / GUY WIRES
-----	REVEMENT
-----	DETECTABLE WARNING SURFACE
-----	SECTION CORNER
-----	SIGN AND POLE
-----	GEOTECHNICAL BORING
-----	DRIVEWAY NUMBER
-----	DRAINAGE STRUCTURE NUMBER
-----	CURB RAMP TYPE

STANDARD ABBREVIATIONS

FBRI - TO BE REMOVED	DRN - DRAINAGE	BOS - BOTTOM OF SLOPE
PGL - PROFILE GRADE LINE	EXIST - EXISTING	TOP - TOP OF PIPE
WTR - WATER	CONSTR - CONSTRUCT	BOT - BOTTOM
SWR - SANITARY SEWER	PROP - PROPOSED	EL - ELEVATION
FM - FORCE MAIN	EOP - EDGE OF PAVEMENT	INV - INVERT
CATV - CABLE TELEVISION	TOB - TOP OF BANK	TCE - TEMP. CONSTRUCTION EASEMENT

R.J. BEHAR & COMPANY, INC.
Engineers - Planners
12168 WEST FOREST HILL BLVD, SUITE 2009B
MELBOURNE, FLORIDA 32909
JASMIN RIVERON, P.E. LICENSE NO. 77398
CERTIFICATE OF AUTHORIZATION NO. 00053365
RJB PROJECT NO. 14063

NO.	REVISION	BY	DATE

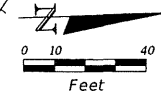
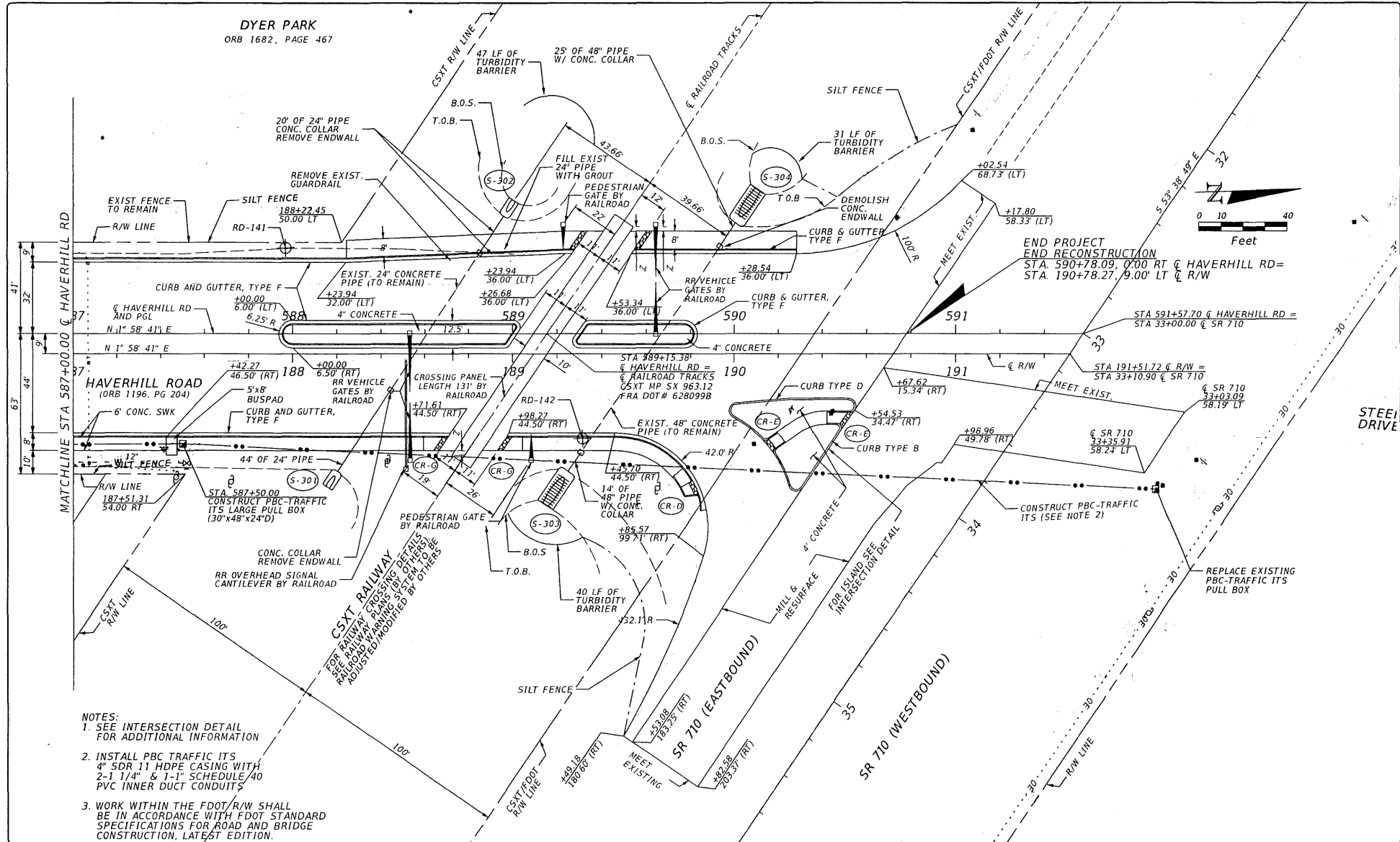
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
PO BOX 3129
WEST PALM BEACH, FL 33406

SCALE: 40
APPROVED: JR
DRAWN: JR
CHECKED: PR
DATE: 11/11/2019
DRAWN: 11/11/2019
FIELD BOOK NO.

PROJECT:
DRAWING NO.

GENERAL NOTES
HAVERHILL ROAD WIDENING
N. OF CARIBBEAN TO SR-710
SHEET: 16
of 138
PROJECT NO. PBC 201450

DYER PARK
ORB 1682, PAGE 467



- NOTES:**
- SEE INTERSECTION DETAIL FOR ADDITIONAL INFORMATION
 - INSTALL PBC TRAFFIC ITS 4\" SDR 11 HDPE CASING WITH 2-1 1/4\" & 1-1\" SCHEDULE 40 PVC INNER DUCT CONDUITS
 - WORK WITHIN THE FDOT R/W SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

R. J. BEHAR & COMPANY, INC.
Engineers - Planners
12784 WEST FOREST HILL BLVD, SUITE 2003B
WELLINGTON, FL 33414
JASMANI RIVERSON, P.E. LICENSE NO. 73738
CERTIFICATE OF AUTHORIZATION NO. 00020939
RJB PROJECT NO. 14050

NO.	REVISION	BY	DATE

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 31279
WEST PALM BEACH, FL 33406

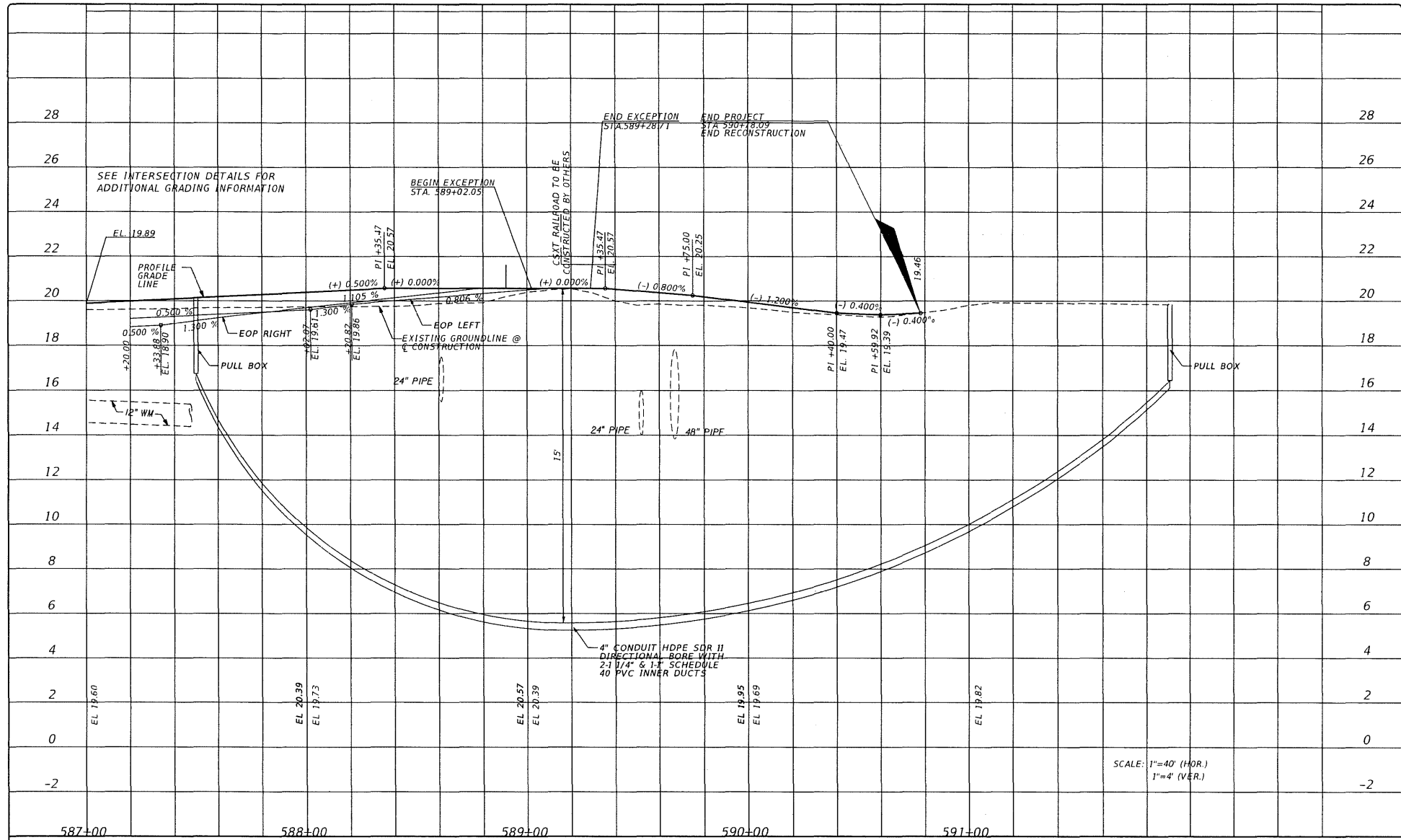
SCALE: 40
APPROVED: JR
DRAWN: JR
CHECKED: PR
DATE: 11/11/2019
FIELD BOOK NO.

PROJECT: **ROADWAY PLANS
HAVERHILL ROAD WIDENING
N. OF CARIBBEAN BLVD TO SR 710**

DRAWING NO. DESIGN FILE NAME: pl anrd16.dgn

SHEET: 32
OF: 138
PROJECT NO. PBC 201528

B-6



SCALE: 1"=40' (HOR.)
1"=4' (VER.)

R.J. BEHAR & COMPANY, INC.
Engineers Planners
12286 WEST FOREST HILL BLVD SUITE 10019
WELLINGTON, FL 33414
JASBMMI DIVISION, P.E. LICENSE NO. 73788
CERTIFICATE OF AUTHORIZATION NO. 00058385
RJB PROJECT NO.: 14050

NO.	REVISION	BY	DATE

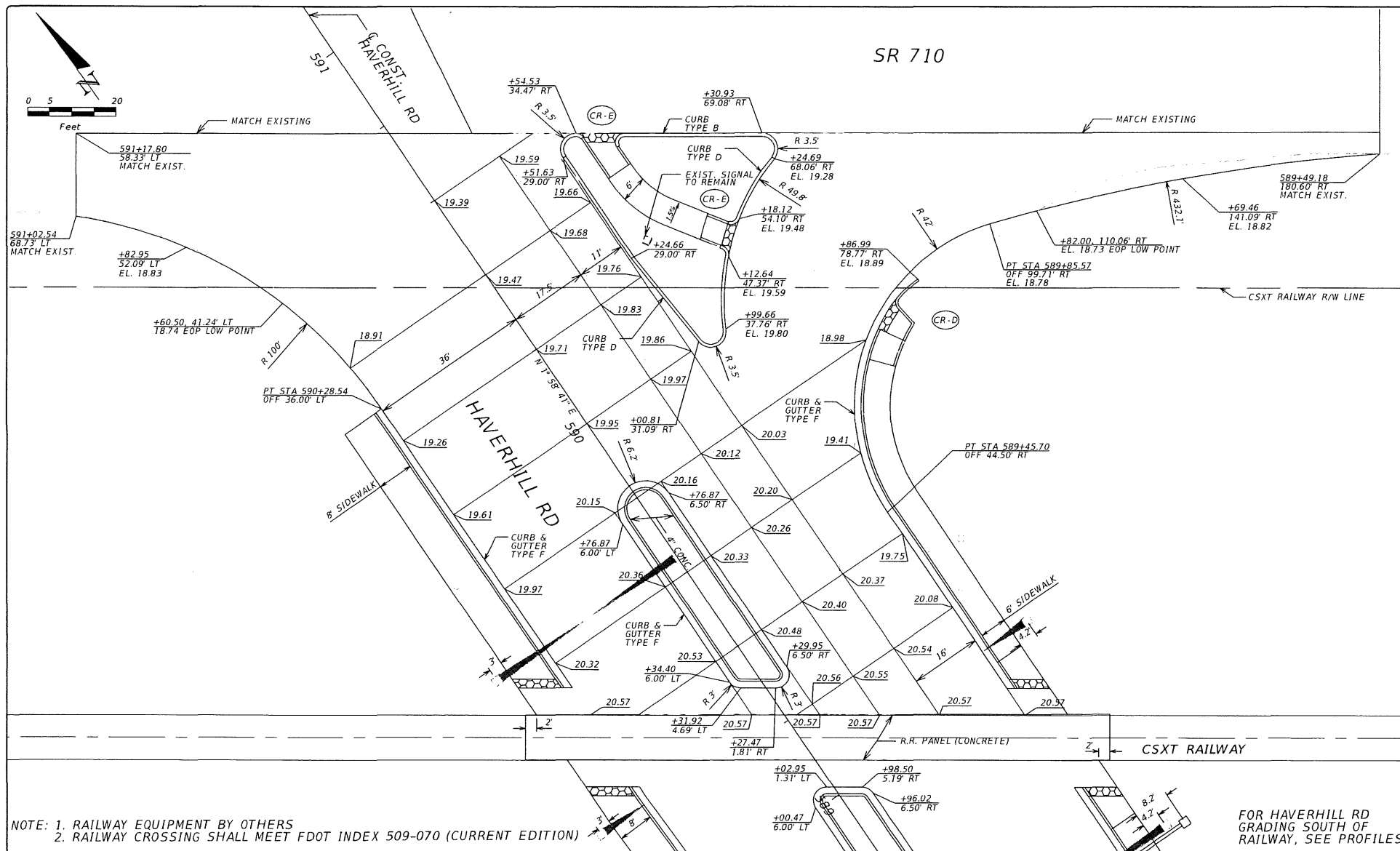
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 11229
WEST PALM BEACH, FL 33406

SCALE: 40
APPROVED: JR
DRAWN: JR
CHECKED: PR
DATE: 11/11/2019
FIELD BOOK NO.

PROJECT: **ROADWAY PROFILE**
Haverhill Road Widening
N. OF CARRIBAN BLVD TO SR-70
DRAWING NO. DESIGN FILE NAME: prof10016.dgn

SHEET: 49
of 138
PROJECT NO. PBC 201528

B-7

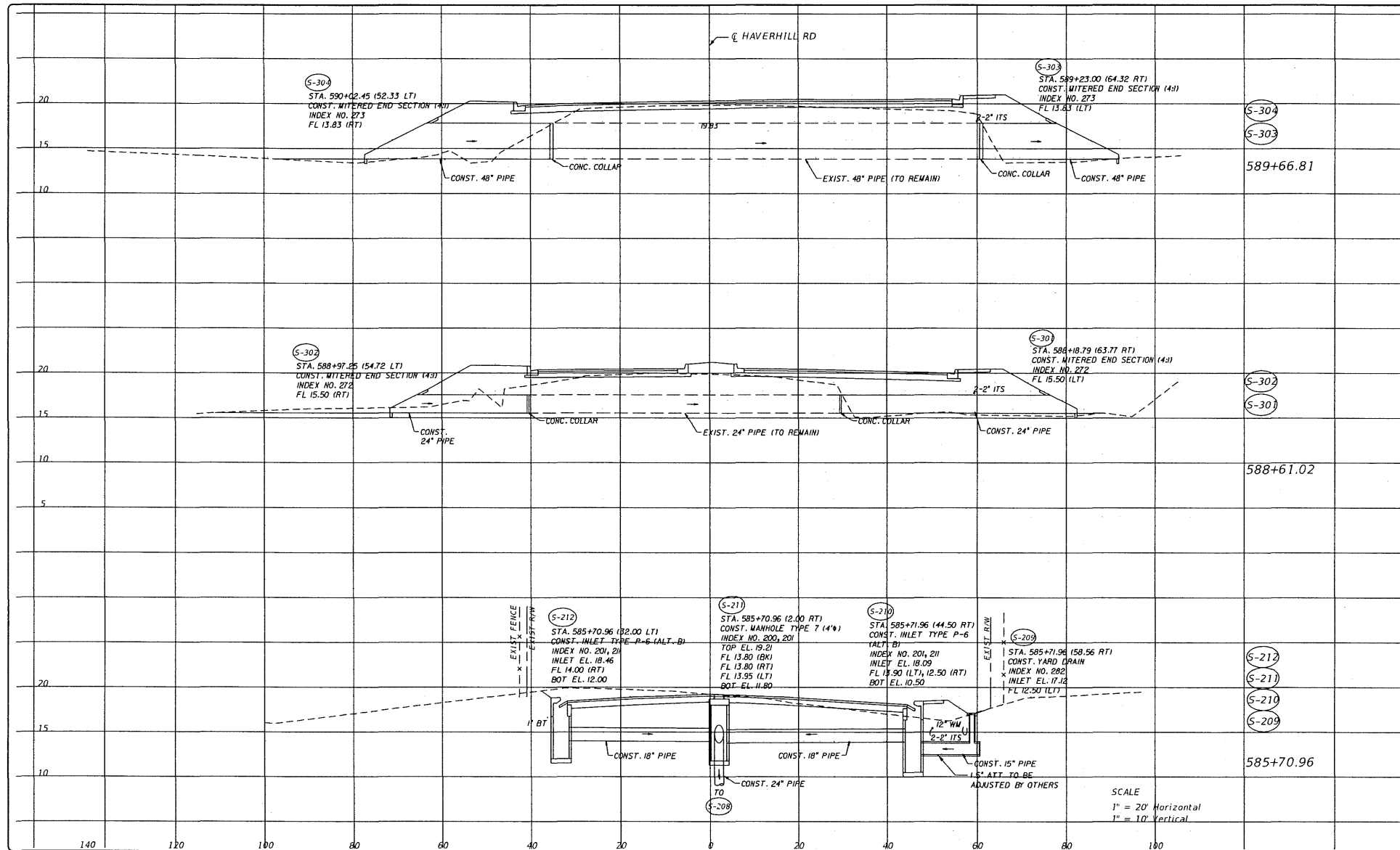


NOTE: 1. RAILWAY EQUIPMENT BY OTHERS
 2. RAILWAY CROSSING SHALL MEET FDOT INDEX 509-070 (CURRENT EDITION)

FOR HAVERHILL RD
 GRADING SOUTH OF
 RAILWAY, SEE PROFILES

R. J. BEHAR & COMPANY, INC. Engineers - Planners 12180 WEST FOREST HILL BLVD, SUITE 2003B WELLSINGTON, FL 33414 JASMINI DIVISION, P.E. LICENSE NO. 23208 CERTIFICATE OF AUTHORIZATION NO. 0008865 RJB PROJECT NO.: 14050	NO. REVISION BY DATE	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION P.O. BOX 21279 WEST PALM BEACH, FL 33406	SCALE: 40 APPROVED: JA DRAWN: JA CHECKED: PR DATE DRAWN: 11/11/2019 FIELD BOOK NO.	PROJECT: INTERSECTION DETAIL HAVERHILL ROAD WIDENING N. OF CARRIBAN BLVD TO SR-710	SHEET: 53 OF: 138

B-8



R. J. BEHAR & COMPANY, INC.
 Engineers - Planners
 12758 WEST FOREST HILL BLVD. SUITE 2000B
 WELLSINGTON, FL 33414
 JAROSHI BYRON, P.E. LICENSE NO. 33318
 CERTIFICATE OF AUTHORIZATION NO. 0009985
 RJB PROJECT NO.: 14050

NO.	REVISION	BY	DATE

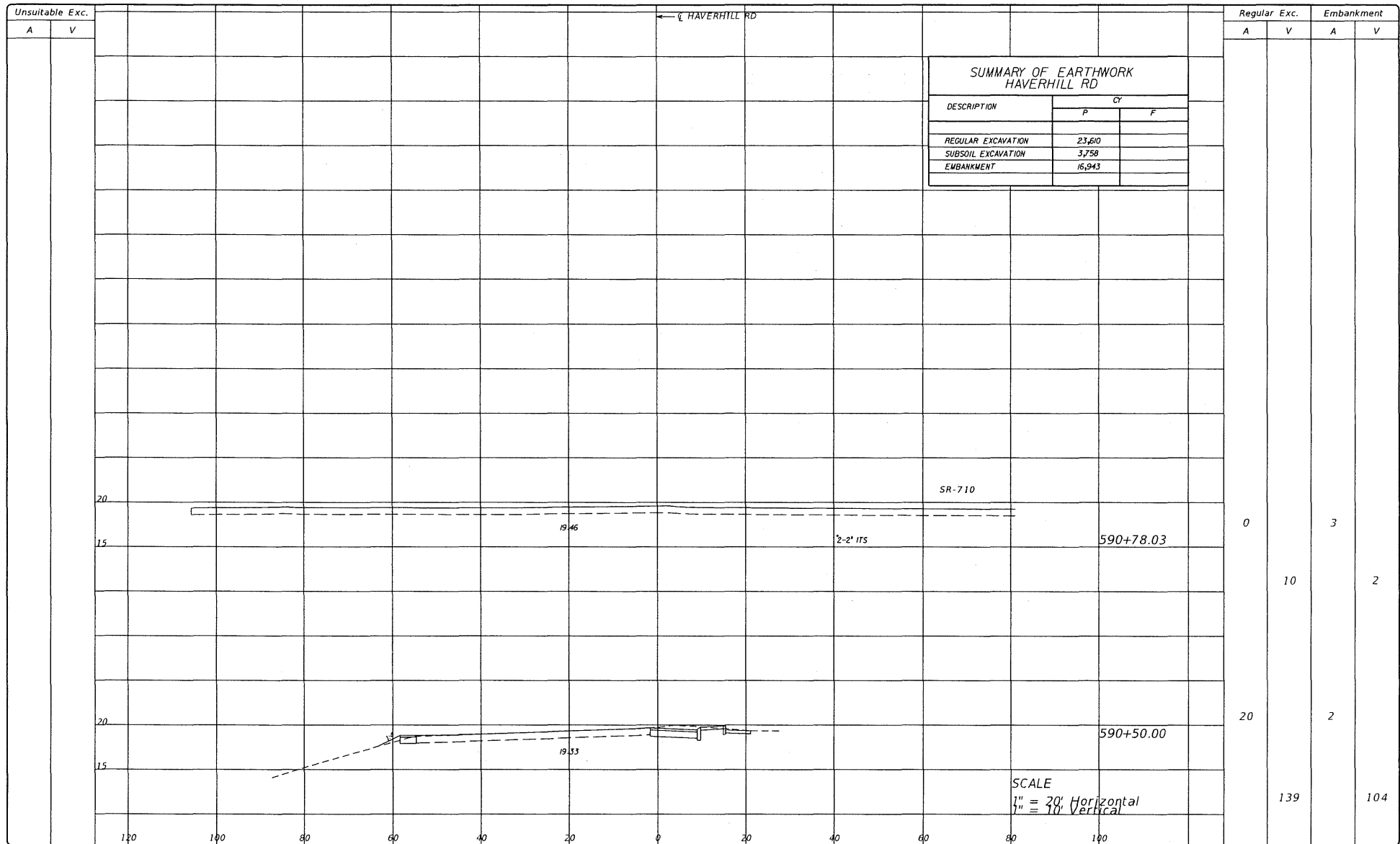
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 P.O. BOX 21229
 WEST PALM BEACH, FL 33406

SCALE: 20
 APPROVED: JR
 DRAWN: JR
 CHECKED: PR
 DATE: 11/11/2019
 FIELD BOOK NO.

PROJECT:
DRAINAGE STRUCTURES
HAVERRILL ROAD WIDENING
N. OF CARRIBAN TO SR-710
 DRAWING NO. DESIGN FILE NAME: DRYSR001.DGN

SHEET: 75
 OF: 138
 PROJECT NO. PBC 201528

B-9



R. J. BEHAR & COMPANY, INC.
 Engineers - Planners
 12768 WEST FOREST HILL BLVD, SUITE 20039
 WELLINGTON, FL 33414
 SEBASTIAN AVENUE, P.O. LICENSE NO. 73788
 CERTIFICATE OF AUTHORIZATION NO. 0008365
 RJB PROJECT NO. 14050

NO.	REVISION	BY	DATE

PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 P.O. BOX 31229
 WEST PALM BEACH, FL 33406

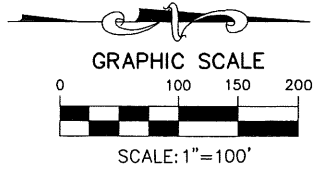
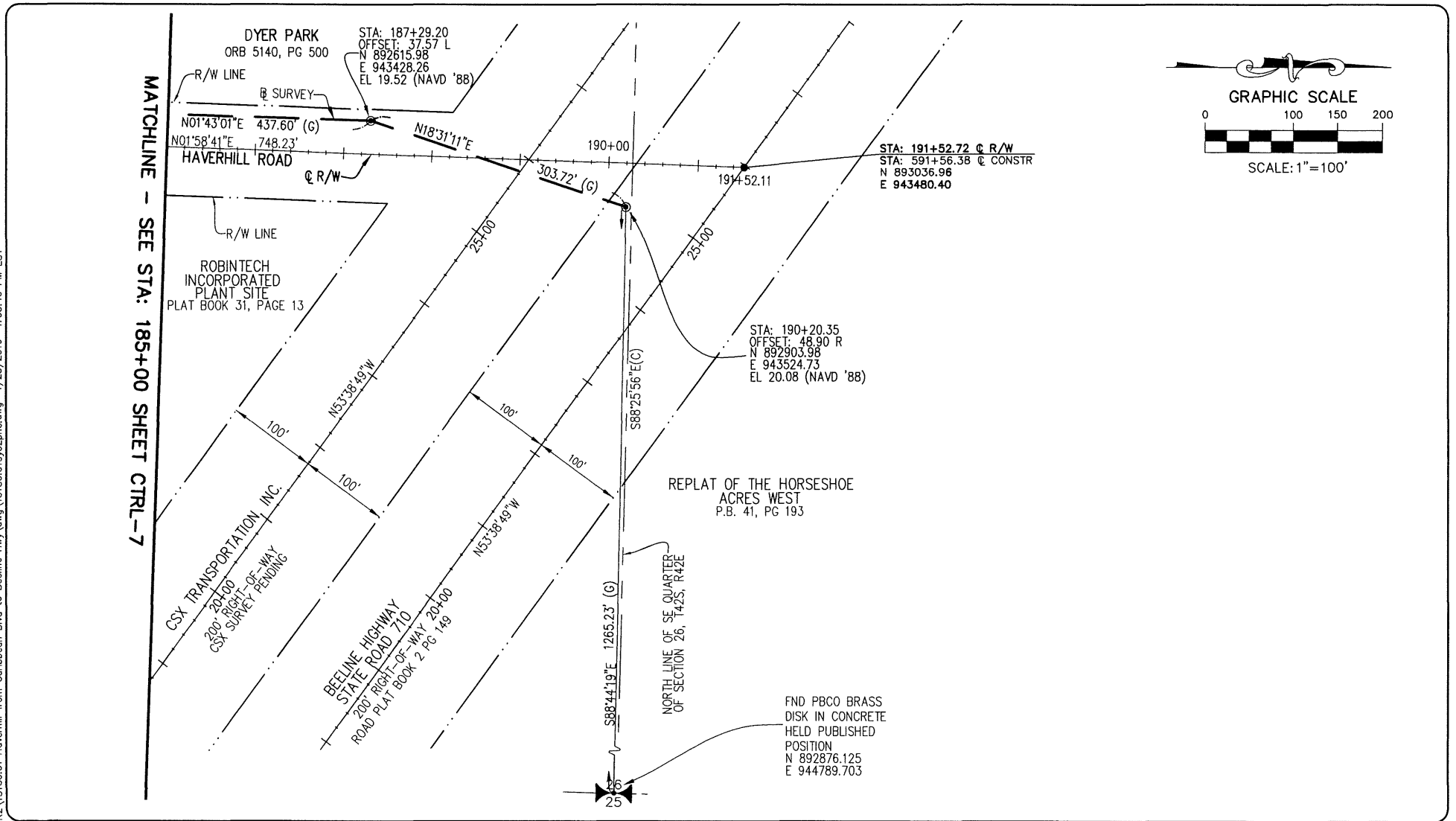
SCALE: 20
 APPROVED: JR
 DRAWN: JR
 CHECKED: PR
 DATE: 11/11/2019
 FIELD BOOK NO.

PROJECT:
ROADWAY CROSS SECTIONS
HAVERHILL ROAD WIDENING
N. OF CARRIBEAN TO SR-710
 DRAWING NO. DESIGN FILE NAME: RDXSR001.DGN

SHEET: 136
 OF: 138
 PROJECT NO. PBC 201528

B-11

Y:\Land Projects R2\13180.01 Haverhill from Corbbeen Blvd to Beeline Hwy.dwg\13180.01s\02pnc.dwg 1/25/2019 1:03:16 PM EST



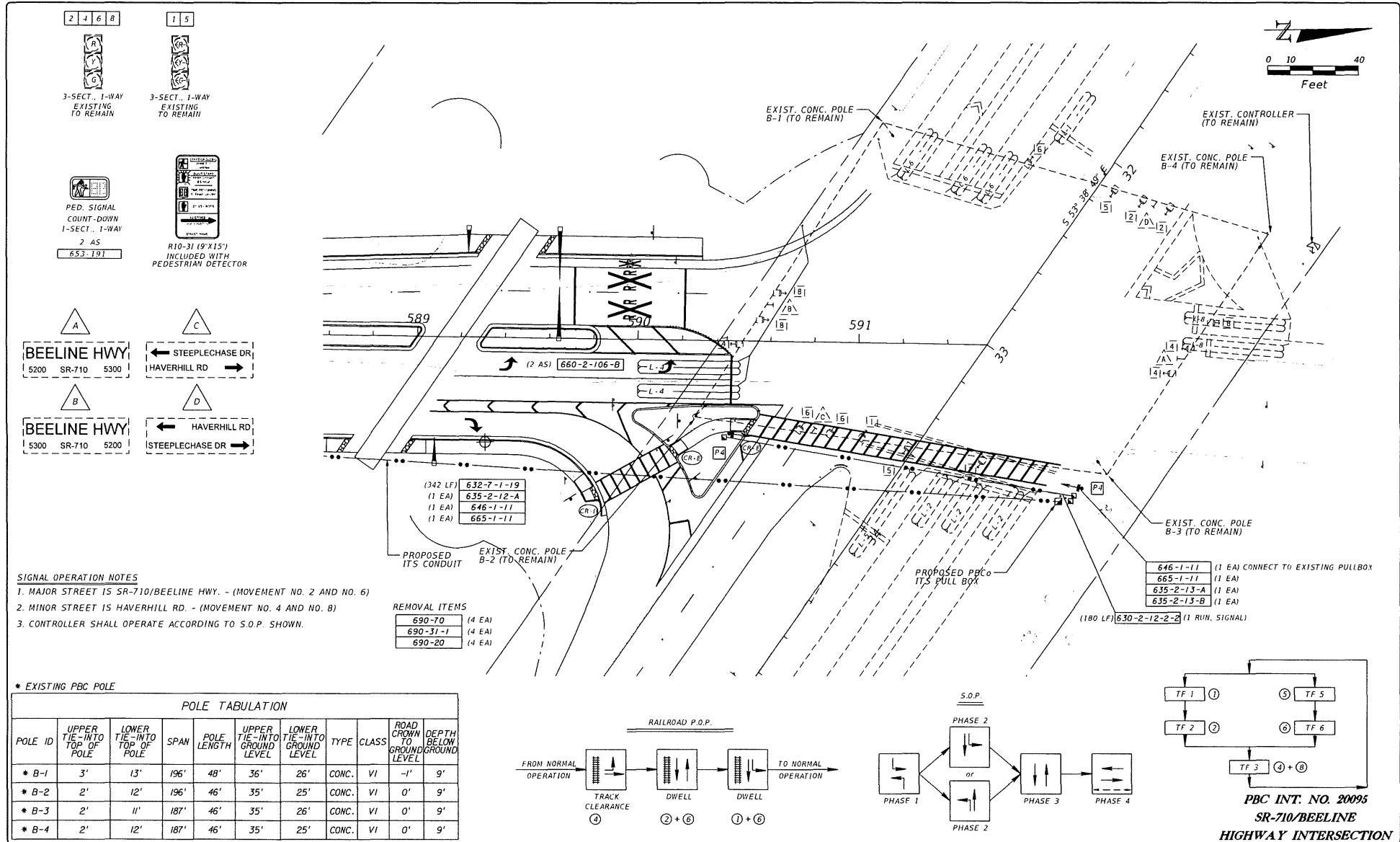
engenuity group inc.
A Higher Standard of Excellence
1280 N. CONGRESS AVENUE, SUITE 101,
WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)352-8390
WWW.ENGENUITYGROUP.COM

No.	Revision:	By:	Date:
1	REVISED PER PBCo COMMENTS	KB	02/2016
2	REVISED PER PBCo COMMENTS	ABB	01/2019

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229
WEST PALM BEACH, FLORIDA

Project:
PROJECT NETWORK CONTROL
HAVERHILL ROAD WIDENING
N. OF CARIBBEAN BLVD TO SR-710

Sheet: CTRL-8
of: CTRL-10
PBCo, Project No. 2013528



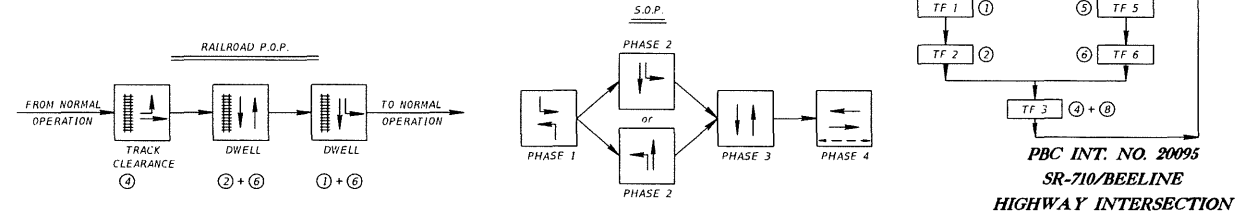
SIGNAL OPERATION NOTES
 1. MAJOR STREET IS SR-710/BEELINE HWY. - (MOVEMENT NO. 2 AND NO. 6)
 2. MINOR STREET IS HAVERHILL RD. - (MOVEMENT NO. 4 AND NO. 8)
 3. CONTROLLER SHALL OPERATE ACCORDING TO S.O.P. SHOWN.

* EXISTING PBC POLE

POLE TABULATION										
POLE ID	UPPER TIE-INTO TOP OF POLE	LOWER TIE-INTO TOP OF POLE	SPAN	POLE LENGTH	UPPER TIE-INTO GROUND LEVEL	LOWER TIE-INTO GROUND LEVEL	TYPE	CLASS	ROAD CROWN TO BELOW GROUND LEVEL	DEPTH
* B-1	3'	13'	196'	48'	36'	26'	CONC.	VI	-1'	9'
* B-2	2'	12'	196'	46'	35'	25'	CONC.	VI	0'	9'
* B-3	2'	11'	187'	46'	35'	26'	CONC.	VI	0'	9'
* B-4	2'	12'	187'	46'	35'	25'	CONC.	VI	0'	9'

REMOVAL ITEMS

690-70	(4 EA)
690-31-1	(4 EA)
690-20	(4 EA)



R.J. BEHAR & COMPANY, INC.
 Engineers - Planners
 12708 WEST FOREST HILL BLVD, SUITE 2003B
 WELLSINGTON, FL 33414
 JASMINI DIVISION, P.E. LICENSE NO. 73798
 CERTIFICATE OF AUTHORIZATION NO. 00008365
 RJB PROJECT NO.: 14050

NO.	REVISION	BY	DATE

PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 P.O. BOX 21229
 WEST PALM BEACH, FL 33406

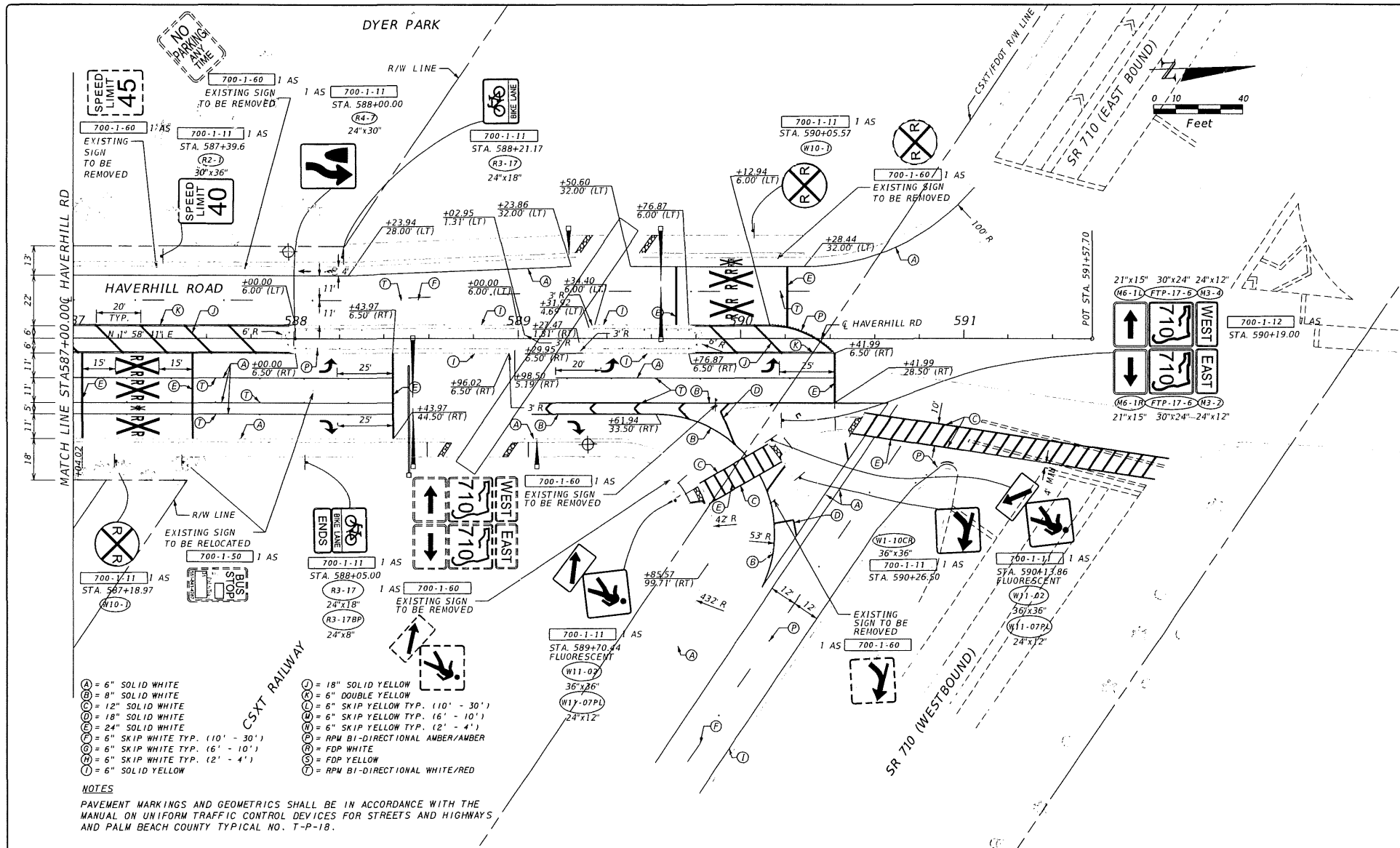
SCALE: 40
 APPROVED: JR
 DRAWN: JR
 CHECKED: CM
 DATE: 11/13/2019
 FIELD BOOK NO.

PROJECT: **SIGNALIZATION PLAN**
HAVERHILL ROAD WIDENING
N. OF CARRIBAN BLVD TO SR-710

DRAWING NO. DESIGN FILE NAME: PLANS02.DGN

SHEET: T-5
 OF: 6
 PROJECT NO. PBC 2013528

B-13



- NOTES**
 PAVEMENT MARKINGS AND GEOMETRICS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND PALM BEACH COUNTY TYPICAL NO. T-P-18.
- (A) = 6" SOLID WHITE
 - (B) = 8" SOLID WHITE
 - (C) = 12" SOLID WHITE
 - (D) = 18" SOLID WHITE
 - (E) = 24" SOLID WHITE
 - (F) = 5" SKIP WHITE TYP. (10' - 30')
 - (G) = 6" SKIP WHITE TYP. (6' - 10')
 - (H) = 6" SKIP WHITE TYP. (2' - 4')
 - (I) = 6" SOLID YELLOW
 - (J) = 18" SOLID YELLOW
 - (K) = 6" DOUBLE YELLOW
 - (L) = 6" SKIP YELLOW TYP. (10' - 30')
 - (M) = 6" SKIP YELLOW TYP. (6' - 10')
 - (N) = 6" SKIP YELLOW TYP. (2' - 4')
 - (O) = FDP WHITE
 - (P) = FDP YELLOW
 - (Q) = RPM BI-DIRECTIONAL WHITE/RED

R. J. BEHAR & COMPANY, INC.
 Engineers - Planners
 12700 WEST FOREST HILL BLVD, SUITE 2000B
 WELLINGTON, FL 33414
 JEREMY WILSON, P.E. LICENSE NO. 257708
 CERTIFICATE OF AUTHORIZATION NO. 20089165
 RJB PROJECT NO.: 14050

NO.	REVISION	BY	DATE



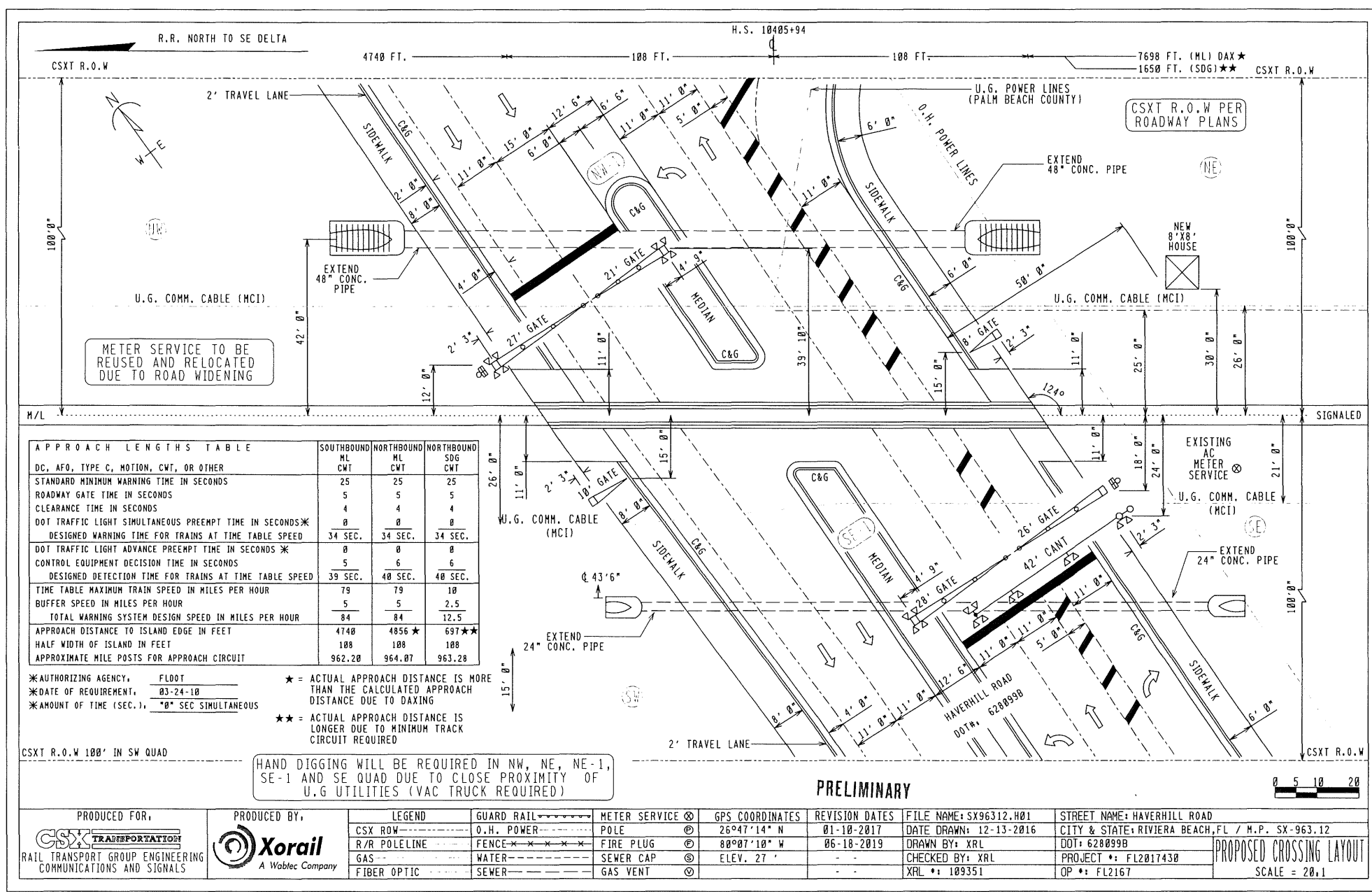
PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 P.O. BOX 21229
 WEST PALM BEACH, FL 33406

SCALE: 40
 APPROVED: JR
 DRAWN: JR
 CHECKED: PR
 DATE: 11/11/2019
 FIELD BOOK NO.

PROJECT:
SIGNING & PAVEMENT MARKING PLAN
 HAVERHILL ROAD WIDENING
 N. OF CARRIBAN BLVD TO SR-710
 DRAWING NO. DESIGN FILE NAME: plansp16.dgn

SHEET: S-19
 OF: 20
 PROJECT NO. PBC 201528

B-14



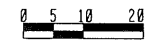
APPROACH LENGTHS TABLE	SOUTHBOUND	NORTHBOUND	NORTHBOUND
DC, AFO, TYPE C, MOTION, CWT, OR OTHER	HL CWT	HL CWT	SDG CWT
STANDARD MINIMUM WARNING TIME IN SECONDS	25	25	25
ROADWAY GATE TIME IN SECONDS	5	5	5
CLEARANCE TIME IN SECONDS	4	4	4
DOT TRAFFIC LIGHT SIMULTANEOUS PREEMPT TIME IN SECONDS*	0	0	0
DESIGNED WARNING TIME FOR TRAINS AT TIME TABLE SPEED	34 SEC.	34 SEC.	34 SEC.
DOT TRAFFIC LIGHT ADVANCE PREEMPT TIME IN SECONDS *	0	0	0
CONTROL EQUIPMENT DECISION TIME IN SECONDS	5	6	6
DESIGNED DETECTION TIME FOR TRAINS AT TIME TABLE SPEED	39 SEC.	40 SEC.	40 SEC.
TIME TABLE MAXIMUM TRAIN SPEED IN MILES PER HOUR	79	79	10
BUFFER SPEED IN MILES PER HOUR	5	5	2.5
TOTAL WARNING SYSTEM DESIGN SPEED IN MILES PER HOUR	84	84	12.5
APPROACH DISTANCE TO ISLAND EDGE IN FEET	4740	4856*	697**
HALF WIDTH OF ISLAND IN FEET	108	108	108
APPROXIMATE MILE POSTS FOR APPROACH CIRCUIT	962.20	964.07	963.28

* AUTHORIZING AGENCY, FDOT
 * DATE OF REQUIREMENT, 03-24-10
 * AMOUNT OF TIME (SEC.), *0" SEC SIMULTANEOUS

* = ACTUAL APPROACH DISTANCE IS MORE THAN THE CALCULATED APPROACH DISTANCE DUE TO DAXING
 ** = ACTUAL APPROACH DISTANCE IS LONGER DUE TO MINIMUM TRACK CIRCUIT REQUIRED

HAND DIGGING WILL BE REQUIRED IN NW, NE, NE-1, SE-1 AND SE QUAD DUE TO CLOSE PROXIMITY OF U.G UTILITIES (VAC TRUCK REQUIRED)

PRELIMINARY



PRODUCED FOR: CSX TRANSPORTATION RAIL TRANSPORT GROUP ENGINEERING COMMUNICATIONS AND SIGNALS	PRODUCED BY: Xorail A Wabtec Company	LEGEND CSX ROW R/R POLELINE GAS FIBER OPTIC	GUARD RAIL O.H. POWER FENCE WATER SEWER	METER SERVICE POLE FIRE PLUG SEWER CAP GAS VENT	GPS COORDINATES 26°47'14" N 80°07'10" W ELEV. 27'	REVISION DATES 01-10-2017 06-10-2019	FILE NAME: SX96312.H01 DATE DRAWN: 12-13-2016 DRAWN BY: XRL CHECKED BY: XRL XRL #: 109351	STREET NAME: HAVERHILL ROAD CITY & STATE: RIVIERA BEACH, FL / M.P. SX-963.12 DOT: 628899B PROJECT #: FL2017430 OP #: FL2167	PROPOSED CROSSING LAYOUT SCALE = 20:1
--	---	---	---	---	--	--	---	---	--

**Riviera Beach, Palm Beach Co., FL
Haverhill Rd Crossing surface replacement and
Warning device upgrades as part of roadway widening project
Florida Zone, Auburndale Sub., DOT 628099B, MP SX-963.12
CSXT OP FL2167**

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

“Agency” shall mean **Palm Beach County**.

“Agency Representative” shall mean the authorized representative of **Palm Beach County**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the

**Riviera Beach, Palm Beach Co., FL
Haverhill Rd Crossing surface replacement and
Warning device upgrades as part of roadway widening project
Florida Zone, Auburndale Sub., DOT 628099B, MP SX-963.12
CSXT OP FL2167**

CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.
- III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:
- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
 - B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
 - C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.
- IV. WORK FOR THE BENEFIT OF THE CONTRACTOR
- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

**Riviera Beach, Palm Beach Co., FL
Haverhill Rd Crossing surface replacement and
Warning device upgrades as part of roadway widening project
Florida Zone, Auburndale Sub., DOT 628099B, MP SX-963.12
CSXT OP FL2167**

- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and

**Riviera Beach, Palm Beach Co., FL
Haverhill Rd Crossing surface replacement and
Warning device upgrades as part of roadway widening project
Florida Zone, Auburndale Sub., DOT 628099B, MP SX-963.12
CSXT OP FL2167**

Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate

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equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

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- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

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XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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EXHIBIT D

ACCT. CODE : 709 - FL2167

Form Revision
09/29/20

ESTIMATE SUBJECT TO REVISION AFTER: 9/27/2022 **DOT NO.:** 628099B
CITY: Riviera Beach **COUNTY:** Palm Beach **STATE:** FL
DESCRIPTION: Haverhill Road - Proposed replacement of existing at-grade single track 59' concrete surface crossing surface with new 136' at-grade single track concrete surface with associated signal upgrades as part of overall roadway widening project. Installation of (2) PED gates, (1) cantilever, (4) roadway gates, 8'x8' House, Train Detection (GCP-4000) Simultaneous Preemption.
ZONE: Florida **SUB-DIV:** Auburndale **MILE POST:** SX-963.12
AGENCY PROJECT NUMBER: Palm Beach County

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services \$ 61,500
Subtotal \$ **61,500**

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services \$ 53,000
Subtotal \$ **53,000**

FLAGGING SERVICE: (Contract Labor)

70 Labor (Conductor-Flagman) 0 Days @ \$ 350.00 \$ -
50 Labor (Foreman/Inspector) 180 Days @ \$ 504.00 \$ 90,720
70 Additive 137.00% (Transportation Department) \$ -
50 Additive 148.00% (Engineering Department) \$ 134,266
Subtotal \$ **224,986**

SIGNAL & COMMUNICATIONS WORK:

\$ 627,509

TRACK WORK:

\$ 207,990

PROJECT SUBTOTAL:

\$ 1,174,985

900 **CONTINGENCIES:** 20.00% \$ 234,997

PROJECT TOTAL:

\$ 1,409,982

CURRENT AUTHORIZED BUDGET:

\$ 61,500

TOTAL SUPPLEMENT REQUESTED:

\$ 1,348,482

DIVISION OF COST:

Agency 100.00% \$ 1,348,482
Railroad 0.00% \$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: J Brangenberg - STV Approved by: KSW CSXT Public Project Group

DATE: 07/02/20 REVISED: 09/27/21 DATE: 10/06/21

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EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution of Agreement and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request, with backup justification, an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within sixty (60) days following receipt of such invoice by Agency.

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EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.

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- d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

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2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20____, between **Palm Beach County** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____