#### **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

#### **AGENDA ITEM SUMMARY**

Meeting Date: No	vember 21, 2006	[X]	Consent Workshop	[]	Regular Public Hearing	
Department: Submitted By: Submitted For:	Engineering & Pu Streetscape Section	ıblic W	orks			

#### I. EXECUTIVE BRIEF

## Motion and Title: Staff recommends motion to approve:

- A. A Resolution authorizing the Chairman to sign the Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for partial reimbursement funding of \$170,000 to Unincorporated Area Only Trees Irrigation and Sod (O.T.I.S.) for State Road 7 / U.S. 441 O.T.I.S. from the Broward County Line to Glades Road.
- B. A JPA with the FDOT for partial reimbursement funding of \$170,000 to O.T.I.S. for State Road 7 / U.S. 441 O.T.I.S. from the Broward County Line to Glades Road.
- C. A Budget Transfer of \$729,400 in the Transportation Improvement Fund from O.T.I.S. to State Road 7 / U.S. 441 O.T.I.S. from the Broward County Line to Glades Road.
- D. A Budget Amendment of \$170,000 in the Transportation Improvement Fund to recognize the JPA with the FDOT and appropriate it to State Road 7 / U.S. 441 O.T.I.S. from the Broward County Line to Glades Road.

**Summary:** This item provides funding in the amount of \$899,400 for the installation of O.T.I.S. on State Road 7 / U.S. 441 from the Broward County Line to Glades Road. This funding comes from the Transportation Improvement Funds and from FDOT.

District: 5 (M.E.)

Background and Justification: This O.T.I.S. project is already approved on the County's O.T.I.S. Master Plan, and would have been fully funded by Palm Beach County. The JPA provides for partial reimbursement for the project from the FDOT after July 1, 2008.

#### Attachments:

]	l.	Location	Sketch

- 2. Authorization Resolution (required by FDOT) (5)
- 3. Joint Participation Agreement (5)

4. Bud	get Amendment		
5. Bud	get Transfer		
Recommended by	: Division Director	9/25/06 WW	Tc-
Approved By:	County Engineer	10/24/06 Date	

## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2007 \$899,400 -0- <\$170,000> -0- -0- \$729,400	2008 -0- -0- -0- -0- -0- -0-	2009 -0- -0- -0- -0- -0-	2010 -0- -0- -0- -0- -0-	2011 -0- -0- -0- -0- -0- -0-
# ADDITIONAL FTE POSITIONS (Cumulative)			-	-	
Is Item Included in Current Budget Acct No.: Fund_ Description	Dept Unit	Yes Obje	ct	No <u>X</u> .	

## B. Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund SR 7/441-N of Broward Cty Line to Glades Rd OTIS

Project Cost	\$899,400.00
JPA Funding FDOT	<\$170,000.00>
Fiscal Impact	\$729,400.00

This project is already budgeted in the 5 Year Road Program as an O.T.I.S project. However, because of the JPA, it needs to be set up in it's own unit for proper accounting and therefore is an item considered unbudgeted.

C.	Departmental Fiscal Review:	RAISand	9/26/06
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### III. REVIEW COMMENTS

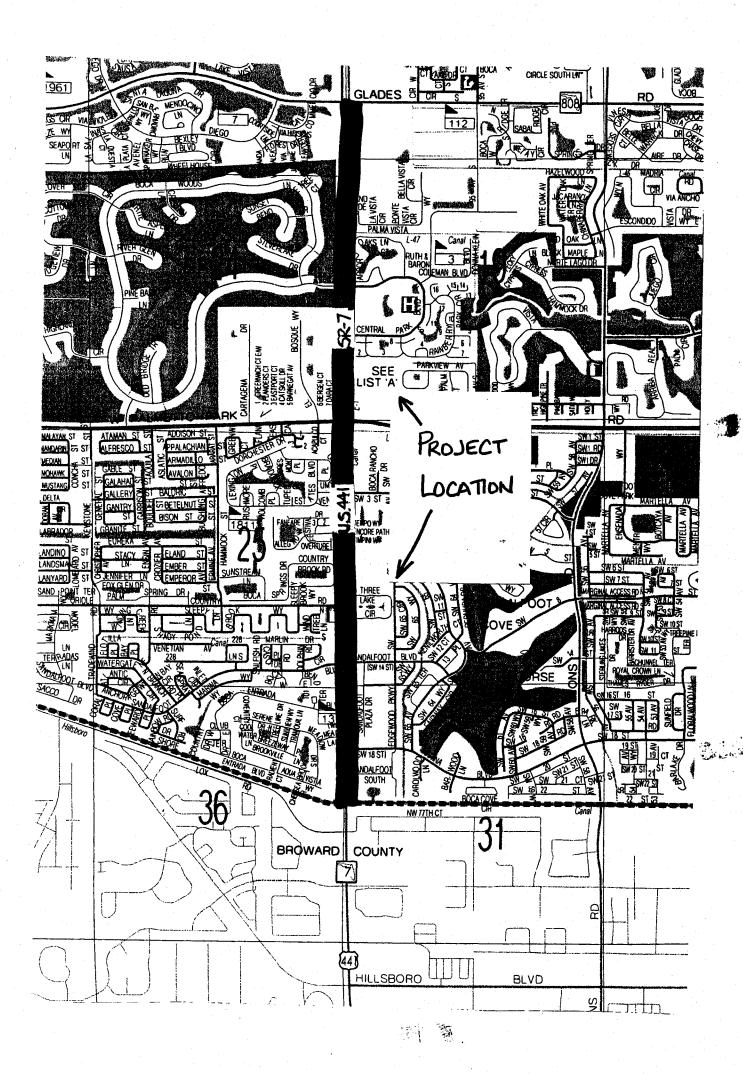
A. OFMB Fiscal and/or Contract Dev. and Con	trol Comments:
SUIDED OFMB	Contract Dev. and Control  Contract Dev. and Control  Contract Complies with our
B. Approved as to Form and Legal Sufficiency:  . Month 10/31/04  Assistant County Attorney	contract review requirements.

C. Other Department Review:

**Department Director** 

This summary is not to be used as a basis for payment.

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**LOCATION SKETCH** 

#### RESOLUTION NO.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA TO APPROVE A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, State Road 7 is under the Jurisdiction of the Florida Department of Transportation (FDOT); and

WHEREAS, Palm Beach County (COUNTY) is planning to install an Only Trees, Irrigation and Sod (OTIS) project in the medians of State Road 7 from the Broward County Line to Glades Road (State Road 808) during the County's Fiscal Year 2007; and

WHEREAS, FDOT has a road resurfacing project scheduled for this roadway; and

WHEREAS, FDOT is willing to reimburse the COUNTY up to \$170,000 for the COUNTY's OTIS improvements, once FDOT's road project comes on line July 1, 2008.

WHEREAS, FDOT requires that the COUNTY enter into a Joint Participation Agreement to accomplish that intent.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

- 1. The foregoing recitals are hereby affirmed and ratified.
- 2. The Chairman (or Vice-Chairperson) is hereby authorized to execute the Joint Participation Agreement on behalf of Palm Beach County.

County.	
The foregoing Resolution was o	offered by Commissioner, who
moved its adoption. The	motion was seconded by Commissioner
, and upon	being put to a vote, the vote was as follows:
Karen T. Marcus	<del>-</del>
Jeff Koons	-
Warren H. Newell	-
Mary McCarty	- · · · · · · · · · · · · · · · · · · ·
Burt Aaronson	· -
	·-
Addie L. Greene	-
The Chairperson thereupon de	clared the Resolution duly passed and adopted
thisday of	, 2006.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	PALM BEACH COUNTY BY ITS BOARD OF COUNTY COMMISSIONERS
	Sharon R. Bock, Clerk and Comptroller
By: Assistant County Attorney	By:

F:\median\agendaitems\stateroad7resolution

Contract N	o.:
FM Nos.: 4	15318-1-A8-01
FEID No.:	VF-596-000-785

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_\_, 200\_\_, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the PALM BEACH COUNTY, at 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411, hereinafter referred to as the COUNTY.

#### WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY make certain improvements in connection with Financial Management (FM) (Funded in Fiscal Year 2009) 415318-1-A8-01 for REPLACEMENT OF LANDSCAPE & IRRIGATION IMPROVEMENTS WITHIN SR-7/US-441 FROM PALM BEACH/ BROWARD COUNTY LINE TO SR-808/GLADES ROAD in Palm Beach County Refer to Exhibit "A" for a detailed Scope of Services and Exhibit "B" Production Plans; and

WHEREAS, for purposes of this Agreement, improvements to be made as stated above are hereinafter referred to as the PROJECT; and,

WHEREAS, in order to expedite the PROJECT in advance of the DEPARTMENT'S schedule, the COUNTY is prepared to advance the landscaping component of PROJECT in Fiscal Year 2005/2006, pursuant to Section 339.12 Florida Statutes; and,

WHEREAS, said PROJECT is on the State Highway System, is not revenue producing and is contained in the DEPARTMENT'S Adopted Work Program; and,

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

WHEREAS, the COUNTY by Palm Beach County Board of County Commissioners Resolution No.

adopted on \_\_\_\_\_\_, 200\_\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

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

- 1. The recitals set forth above are true and correct and are deemed incorporated herein.
- 2. The **COUNTY** shall have the responsibility to complete the PROJECT in accordance with the Scope of Services set forth in Exhibit "A".
- 3. The COUNTY shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

The COUNTY shall be responsible for preparation of the construction plans and contract documents, advertising for bids, evaluating bids, and awarding a contract for construction of the PROJECT. The COUNTY shall also be responsible for providing construction engineering services including, administration and technical coordination required for the PROJECT. The COUNTY shall utilize the DEPARTMENT'S Procedure No. 375-020-010 "Errors and Omissions" to all work being done for the DEPARTMENT.

The COUNTY shall design and construct the PROJECT in accordance with the Scope of Services.

4. In the event that the future work of the **DEPARTMENT**, which is unrelated to the PROJECT but in the vicinity of the PROJECT, damages all or a portion of the PROJECT, then the **DEPARTMENT** agrees to require its construction contractor to restore the **COUNTY'S** beautification improvement (including irrigation) to the reasonably same condition they were in prior to the start of roadway construction.

During the time that the **DEPARTMENT'S** work is being performed in the vicinity of the PROJECT, the **DEPARTMENT** agrees to require its construction contractor to maintain and perform a mowing cycle of once a week from May 1<sup>st</sup> to Oct. 31<sup>st</sup> and twice a month from November 1<sup>st</sup> to April 30<sup>th</sup>.

- 5. The **DEPARTMENT** agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the PROJECT available to the **COUNTY** at no cost.
- The COUNTY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT. The COUNTY will make best efforts to obtain the **DEPARTMENT** input in its decisions.
- 7. For satisfactory completion and upon written approval and acceptance of all services detailed in Exhibit "A" (Scope of Services) of this Agreement, the **DEPARTMENT** will pay the **COUNTY** a lump sum amount not to exceed **ONE HUNDRED SEVENTY THOUSAND DOLLARS** (\$170,000.00), for actual cost incurred.

The COUNTY will not invoice the DEPARTMENT prior to July 1, 2008, the fiscal year the PROJECT is scheduled in the DEPARTMENT'S work program.

The **PARTICIPANT** shall comply with the Federal and State Audit provisions set forth in **Exhibit** "C" attached hereto and made part of this Agreement.

8. In the event the PROJECT costs, PROJECT modifications, or changes to bid items occur that increase or exceed the amount authorized in paragraph 7, the **DEPARTMENT** and the **COUNTY** shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the PROJECT. Any funding increase or modifications to the PROJECT shall be added by means of a Supplemental Amendment to the original Agreement to be signed by both parties before work is undertaken. However, in the event the **COUNTY** and the

**DEPARTMENT** fail to negotiate a Supplemental Amendment for any reason whatsoever, then the increase in the PROJECT costs will be the responsibility of the **COUNTY**.

- 9. The **COUNTY** acknowledges and agrees that the **DEPARTMENT'S** obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.
- 10. In the event it becomes necessary for the **DEPARTMENT** to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in State of Florida court in Broward County.
- 11. Should the **DEPARTMENT** and the **COUNTY** decide to proceed with subsequent phases of the PROJECT, the Agreement may be amended to identify the respective responsibilities and the financial arrangement between the parties.
- 12. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- 13. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the PROJECT is completed as evidenced by the written acceptance of the DEPARTMENT, and the COUNTY has been reimbursed pursuant to paragraph 6 above, or March 31, 2009, whichever occurs first.
- Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statues.
- 15. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments. The **DEPARTMENT** will render a decision on the acceptability of services within 10 working days of receipt of a Progress Report. The **DEPARTMENT** reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the **DEPARTMENT**. Any payment withheld will be released and paid to the **COUNTY** promptly when work is subsequently performed.
- 16. Bills for fees or other compensation for services for expenses shall be submitted in detail sufficient for proper preaudit and postaudit thereof.
- 17. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

- 17. COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice from the COUNTY, the DEPARTMENT has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has 20 calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- 18. If payment is not available within 40 calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.
- 19. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.
- 20. Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **COUNTY'S** general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
- 21. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS \$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such 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."

- 22. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
- 23. To the extent allowed by the Laws of Florida, the COUNTY hereby agrees 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 the COUNTY, and its employees, arising out of this contract or the work which is the subject hereof. In addition, with respect to any of the COUNTY'S agents, 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, contractors, and/or sub-contractors. The COUNTY 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.
- 24. This Agreement is governed by and construed in accordance with the laws of the United States, State of Florida.
- 25. The PARTICIPANT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national, origin, age or disability in the performance of work under this Agreement.
- This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Any or all notices (except invoices) given or required under this Agreement shall be in 27. writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses: If to the DEPARTMENT: Florida Department of Transportation - District Four 3400 West Commercial Blvd. Fort Lauderdale, Florida 33309-3421 Attn: Leos A. Kennedy, Jr. With a copy to: Robert Bostian A second copy to: District General Counsel If to the COUNTY: Palm Beach County Dept. of Engineering and Public Works 2300 North Jog Road West Palm Beach, Florida 33411-2745 Attn: Andrew S. Hertel, AICP Manager With A Copy to: Ms. Marlene Everitt, **Assistant County Attorney** IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution , hereto attached. STATE OF FLORIDA PALM BEACH COUNTY, FLORIDA DEPARTMENT OF TRANSPORTATION A POLITICAL SUBDIVISION OF THE

No.

STATE OF FLORIDA

ATTEST:

BY: \_\_\_\_\_

NAME:

TITLE:

**BOARD OF COUNTY COMMISSIONERS** 

SHARON R. BROCK, CLERK & COMPTROLLER

CLERK OR DEPUTY CLERK (SEAL)

BY:

ROSIELYN QUIROZ

**APPROVED: (AS TO FORM)** 

DISTRICT GENERAL COUNSEL

DIRECTOR OF TRANSPORTATION SUPPORT

APPROVED AS TO FORM AND: LEGAL SUFFICIENCY:	APPROVED:
BY:COUNTY ATTORNEY	BY:PROFESSIONAL SERVICES ADMINISTRATOR
A PRODUCED A COMO TENTA CONTROL AND CONTROL	
APPROVED AS TO TERMS AND CONI	DITIONS:
BY: Alllolonnell	

## Exhibit "A" SCOPE OF SERVICES

The **DEPARTMENT** will contribute funding to the **COUNTY** for the purchase and installation of landscape material and an irrigation system in accordance with landscaping component of the construction plans prepared by the **COUNTY** for **FM No. 415318-1-58-01**.

The scope of the project will include, but not limited to:

- Selection, purchase, and installation of required replacement landscaping material as shown in the construction plans for this segment, as previously approved by the **DEPARTMENT**.
- Installation of an irrigation system as shown in the construction plans attached hereto as Exhibit "B".

The COUNTY is responsible for maintenance of the landscaping in accordance with an existing JPA between the **DEPARTMENT** and **COUNTY** executed November 19, 2003.

The COUNTY shall be responsible for all impact fees, water meter permit fees and water usage fees associated with the new irrigation system. These fees will not be deducted from the **DEPARTMENT'S** contribution toward the landscaping component of the project.

The COUNTY'S landscape architect responsible for the design of this project will be responsible for inspection and acceptance of the landscaping and irrigation contemplated in this JPA.

The following conditions shall apply:

- a. The current Florida Department of Transportation Design Standard Index 546 must be adhered to.
- b. Clear zone/horizontal clearance as specified in the plans Preparation Manual English Volume 1, Chapter 2 and Index 700 must be adhered to,
- c. Landscape materials shall not obstruct roadside signs or permitted sight window for outdoor advertising signs as permitted in F.A.C. 14-40,
- d. Landscape, hardscape, and/or irrigation materials shall be of a size, type and placement so as not to impede large machine mowing that the **DEPARTMENT** currently provides and will continue to provide at the same frequency,

- e. Should the PARTICIPANT elect to design, furnish and construct irrigation, all costs associated with water source connection(s), continued maintenance of the distribution system and water and electricity costs shall be born solely by the PARTICIPANT. 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.
- f. During the installation of the Project and future maintenance operations, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Design Standards (series 600),
- g. The PARTICIPANT shall provide the local maintenance office located at 7900 Forest Hill Blvd., West Palm Beach, FL 33413, (phone 561-432-4966) a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact,
- h. 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 by phone at 954-777-4092,
- i. The **PARTICIPANT** shall be responsible to clear all utilities within the Project limits,
- j. The **PARTICIPANT** shall notify the local maintenance office 48 hours prior to the start of the Project.

# EXHIBIT "B" PRODUCTION PLANS

Irrigation Improvements for:

Exhibit "B" Set 1 of 2

## STATE ROAD 7

Broward County Line to Palmetto Park Road 45 M.P.H. DESIGN SPEED

## Location Map





## Index of Drawings

Sheet No. Index IR-1 - IR-14 IR-15 - IR-16 Description
Index of Drawings
Irrigation Plans
Irrigation Details

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS HAY HAVE BEEN SLIGHTLY REDUCED IN SIZE DIRING REPRODUCTION THIS MUST BE CONSIDERERO WHEN OBTAINING SCALED DATA.

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE OFFICE OF THE PAIL BEACH COUNT ENGINEER AND THE PAIL BEACH COUNT STREETISCAPE STANDARDS HANIAL DATED AUGUST 1999 INCLUDING REVISIONS DATED APPLIE 10, 2001, JULY 11, 2001 AND OCTOBER 29, 2003.

FIELD ADJUSTMENTS MAY BE REQUIRED BY THE CONTRACTOR TO INSURE THAT ALL PALM BEACH COUNTY REQUIREMENTS ARE ADHERED TO.

THE CONTRACTOR SHALL BRING ANY AND ALL CONFLICTS WITH TREE LOCATIONS TO THE LANDSCAPE ARCHITE AND/OR OWER WHO SHALL COORDINATE THE MECESSARY FIELD ADJUSTMENTS REQUIRED.

LANDSCAPE ARCHITECT

GEORGE G. GENTILE, FASLA LADODO530 CERTIFICATION OF AUTHORIZATION NO. LCODODOT

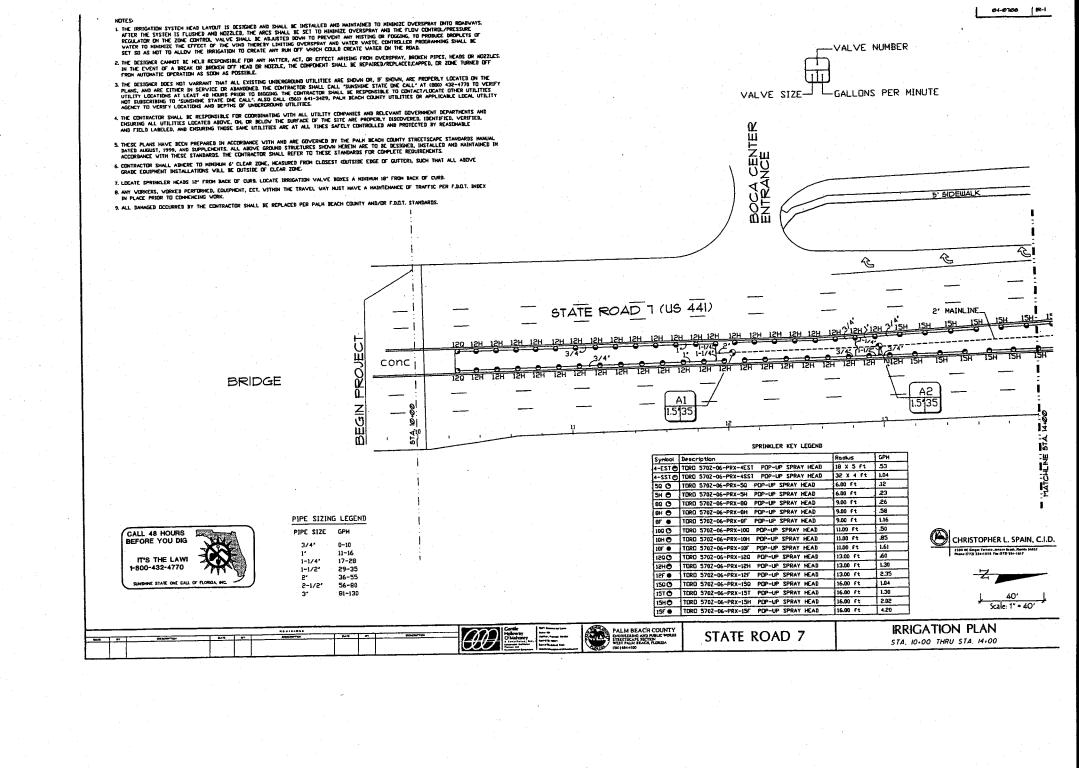
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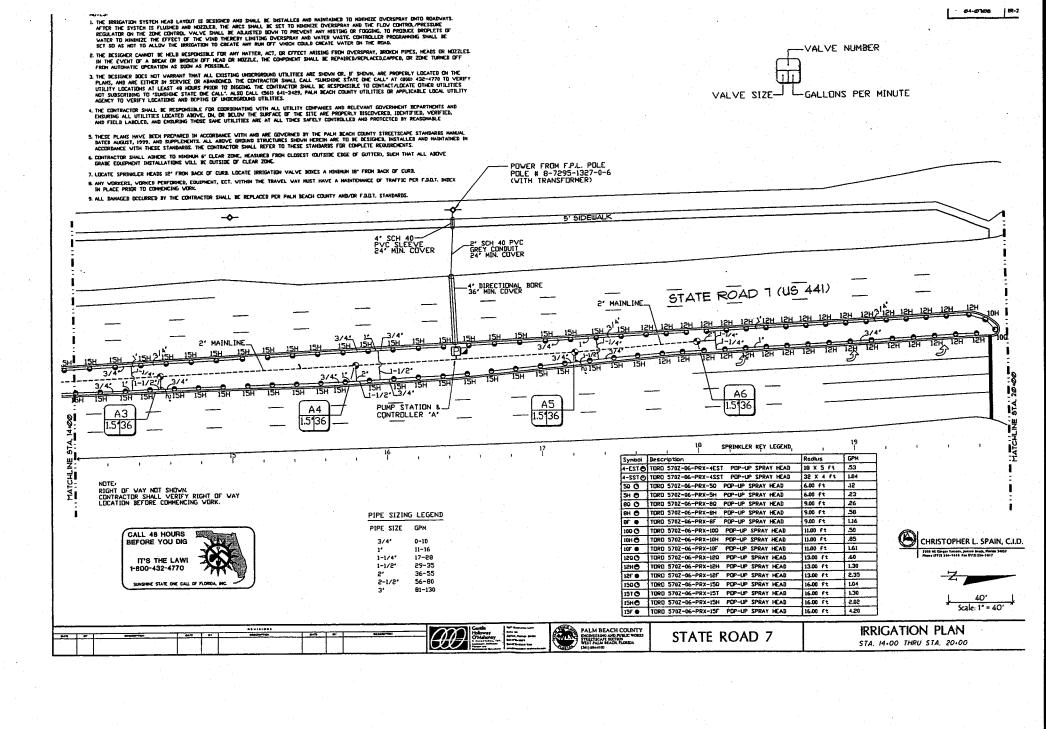


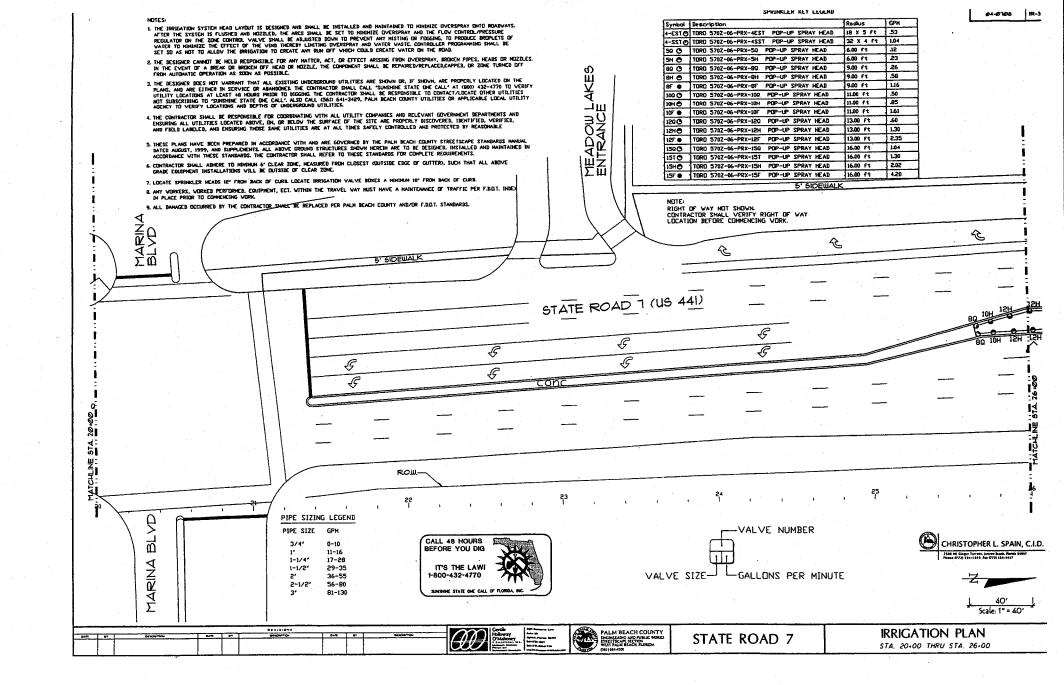


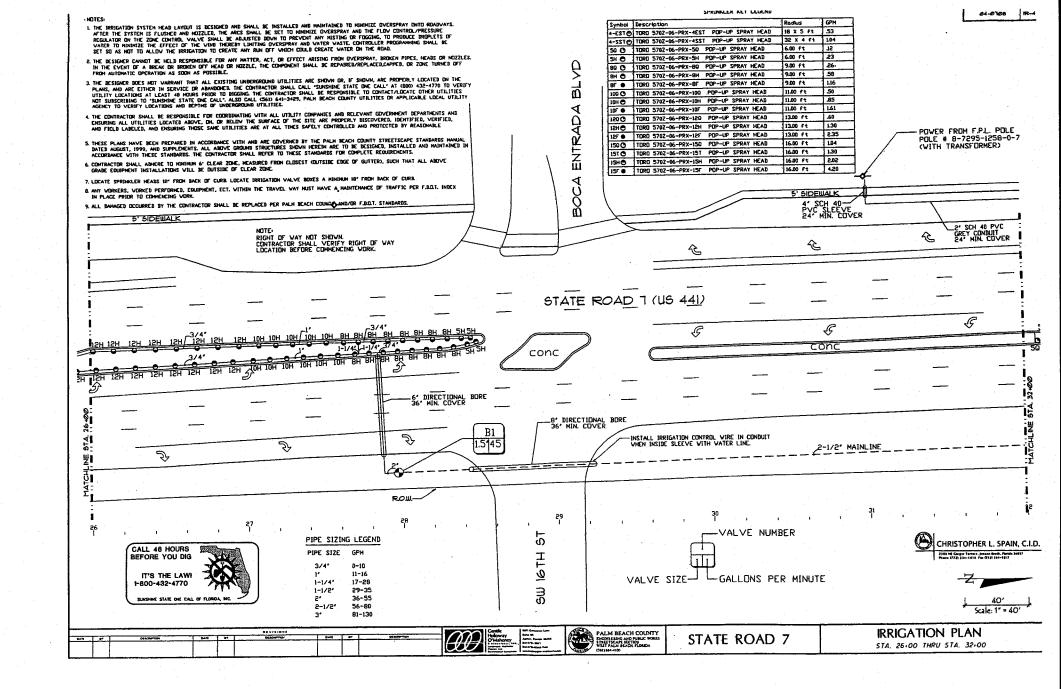
STATE ROAD 7

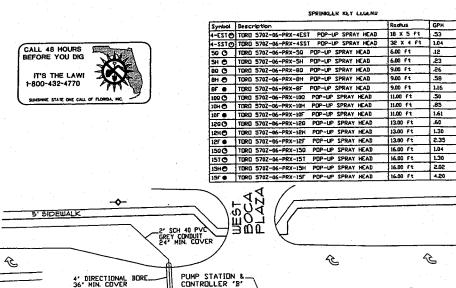
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SET IN SECTION OF SECURITY OF SECURITIES FOR MY MATTER, ACT, DR SFFECT ARISING FROM DVERSPRAY, BROKEN PIPES, NEADS OR METALES. IN THE CYCHIT OF A BROKEN OR BROKEN OF HEAD OR NOTZLE, THE COMPONENT SHALL BE REPAIRED/REPLACED/CAMPED, OR ZONE TURNED OF FROM AUTOMATIC OPERATION AS ZONG AS TRUSTILE.

3. THE DESIGNER DOES NOT VARBART THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR, IF SHOWN, ARE PROPORLY LOCATED ON THE PLANS, AND ARE EXTREM IN SERVICE OR ABANDONED THE CONTRACTOR SHALL CALL "SUBSMINE STATE ONE CALL" AT GROOM 42E-4778 10 VERBY UTILITY LOCATIONS AT LEAST 48 MADES ROOMS TO BE CONTRACTOR SHALL BE REPORTINE TO CONTACT LOCATE UTILITIES NOT SUBSCRIBING TO SUBSCR

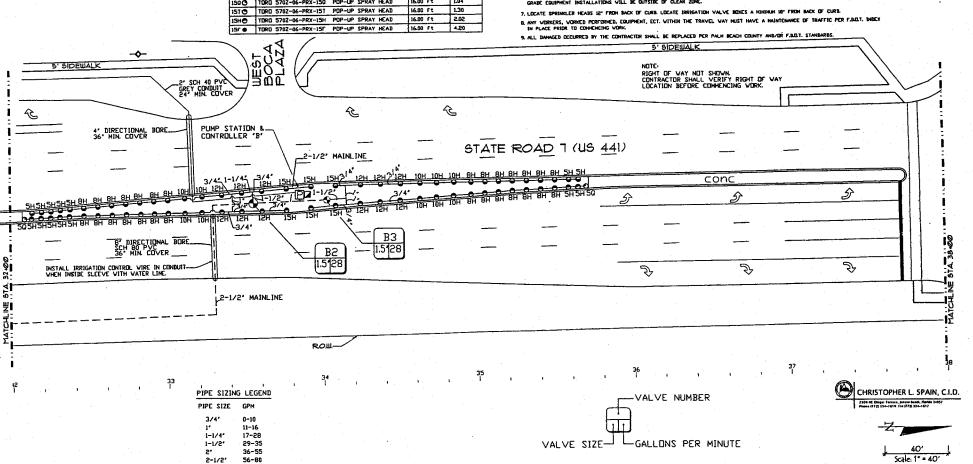
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTBLITY CO-PANIES AND RELEVANT CONCERNENT BEPARTMENTS AND ENSURING ALL UTBLITIES LUCATED ARDYL, DI, DE BELDO THE SURFACE OF THE SITE ARE PROPERTY BISCOVERS, BENTIFIES, VERBELD, AND FILED LABLED, AND ENSURING THISES EACH UTBLITIES ARE AT ALL THREE SAFELY CONTROLLED AND PROTECTED BY REASONABLE.

5. THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE PALM BEACH COUNTY STREETSCAPE STANDARDS MAMMAL DATED AUGUST, 1999, AND SUPPLIMENTS, ALL ABOVE GROUND STRUCTURES SHOWN MERENI ARE TO BE DESIGNED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH THESE STANDARDS. THE CONTRACTOR SHALL REFER TO THESE STANDARDS FOR COMPLETE REQUIREMENTS.

**IRRIGATION PLAN** 

STA. 32+00 THRU STA. 38+00

6. CONTRACTOR SHALL ADMERC TO MINIMUM 6' CLEAR ZONG, MEASURED FROM CLOSEST GOUTSIDE EDGE OF GUTTER), SUCH THAT ALL ABOVE GRADE EQUIPMENT INSTALLATIONS VILL BE OUTSIDE OF CLEAR ZONG.



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE RECTION
WEST PALM BEACH PLORIDA
(94) 644-4100

STATE ROAD 7

.23 .26

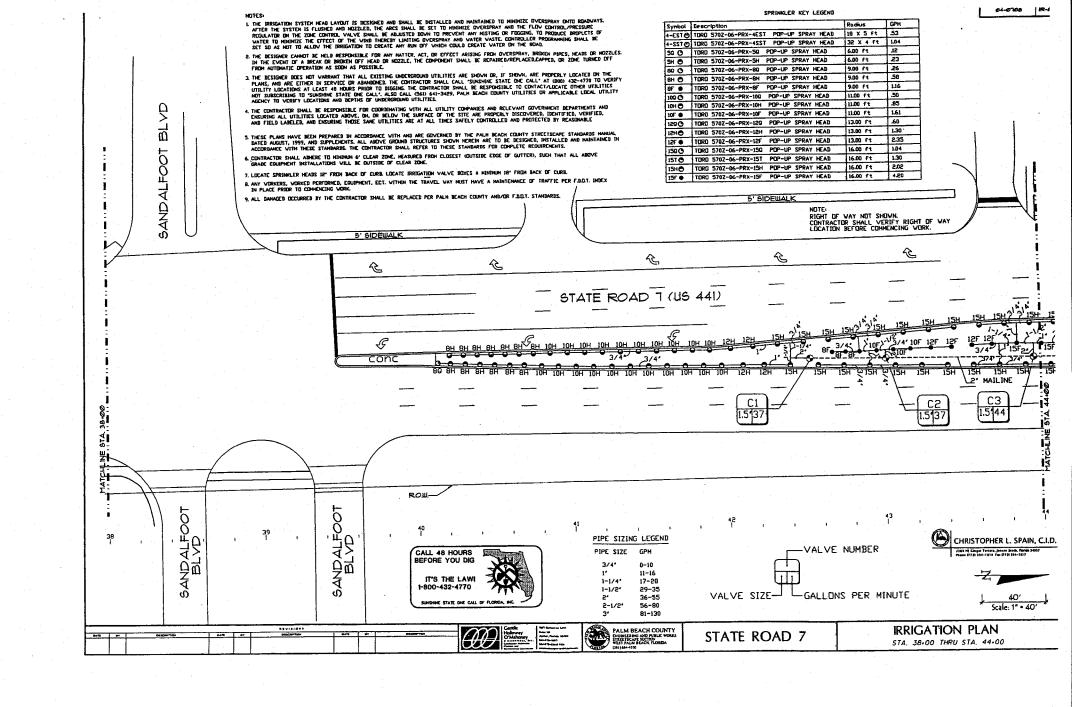
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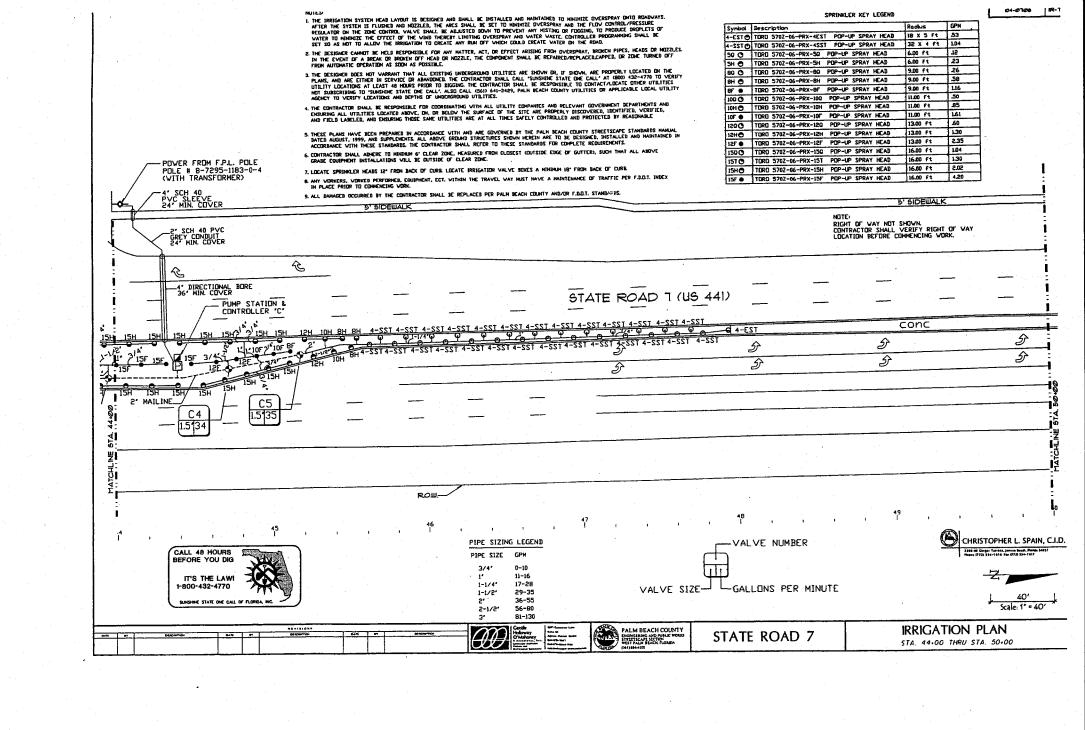
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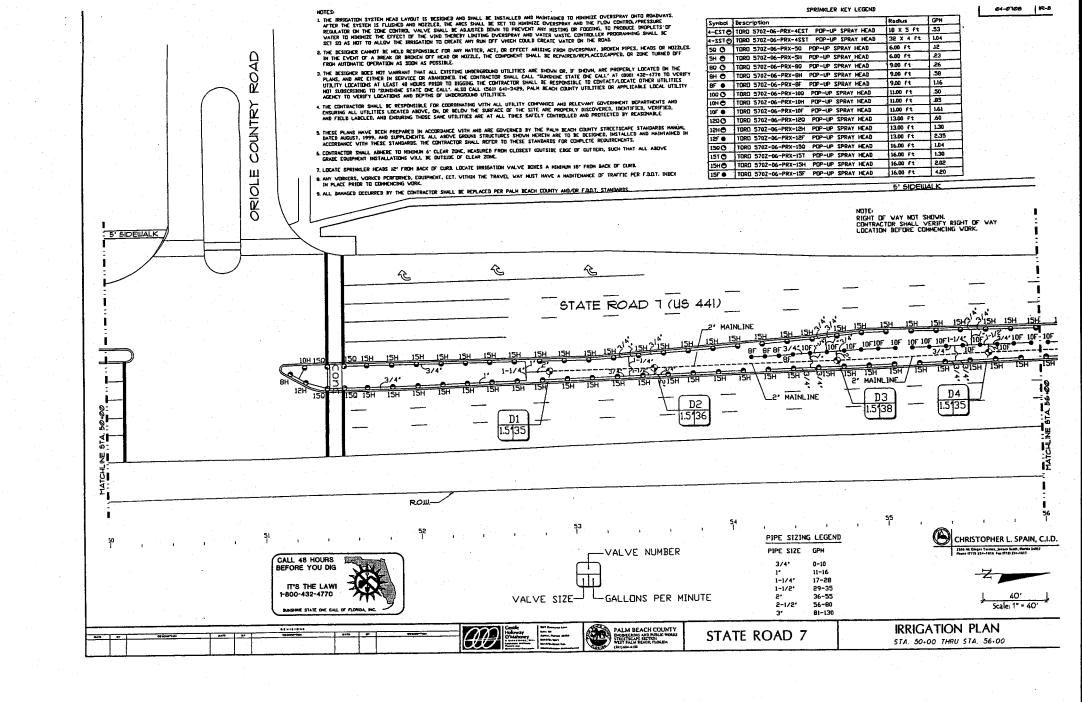
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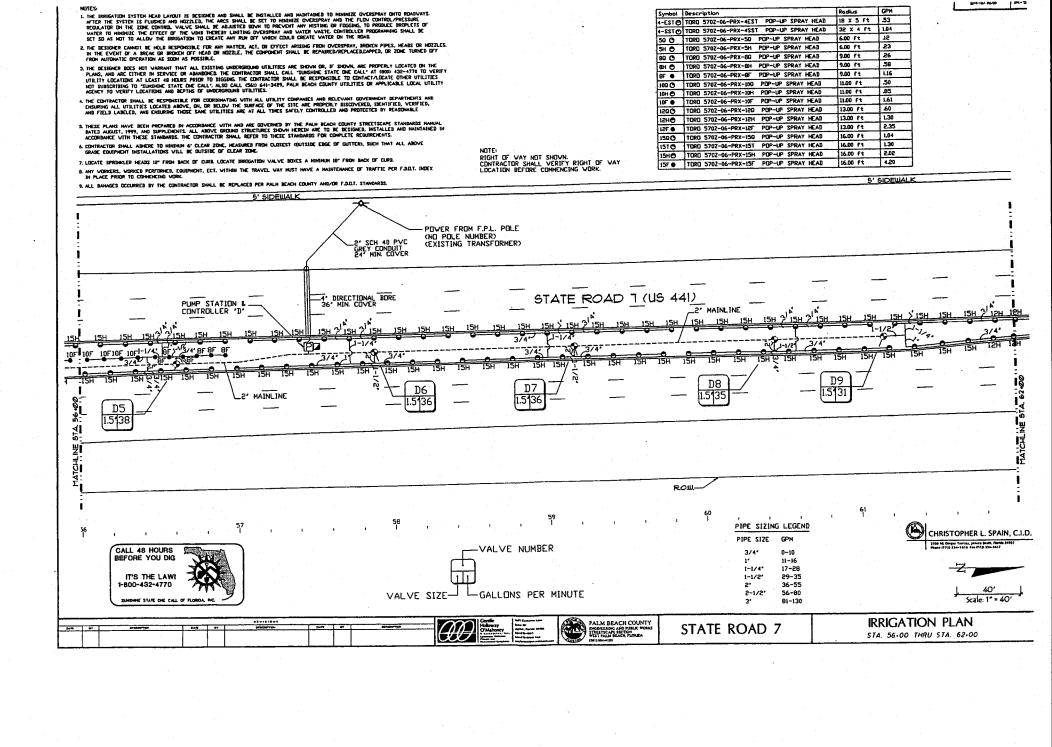
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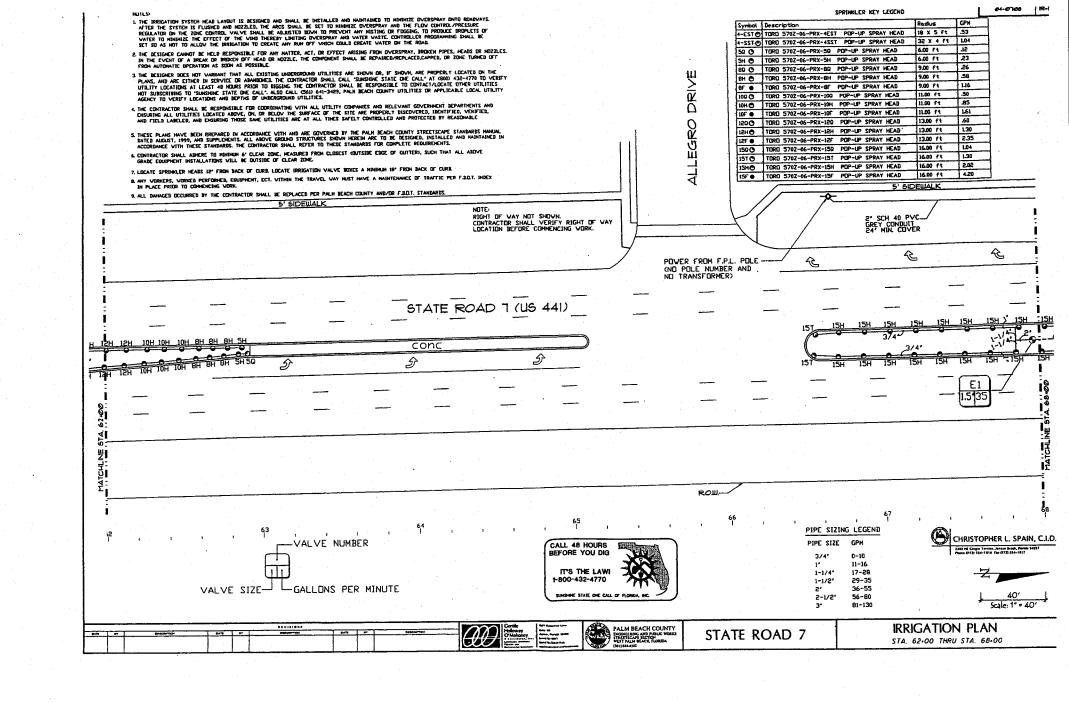
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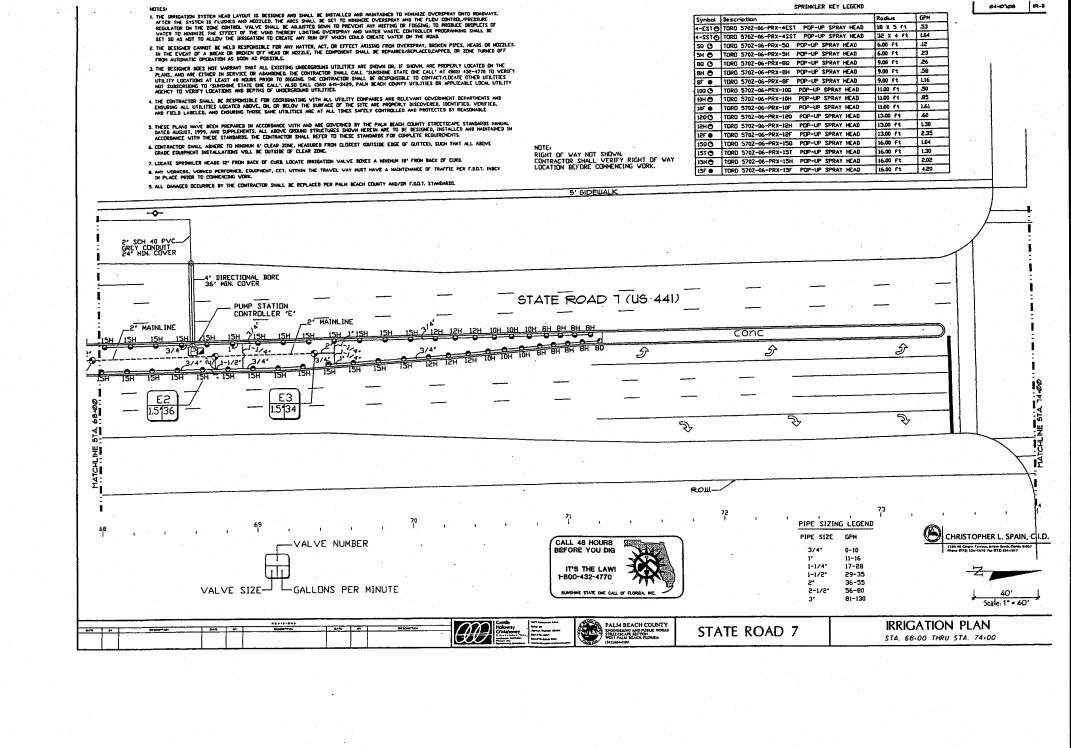


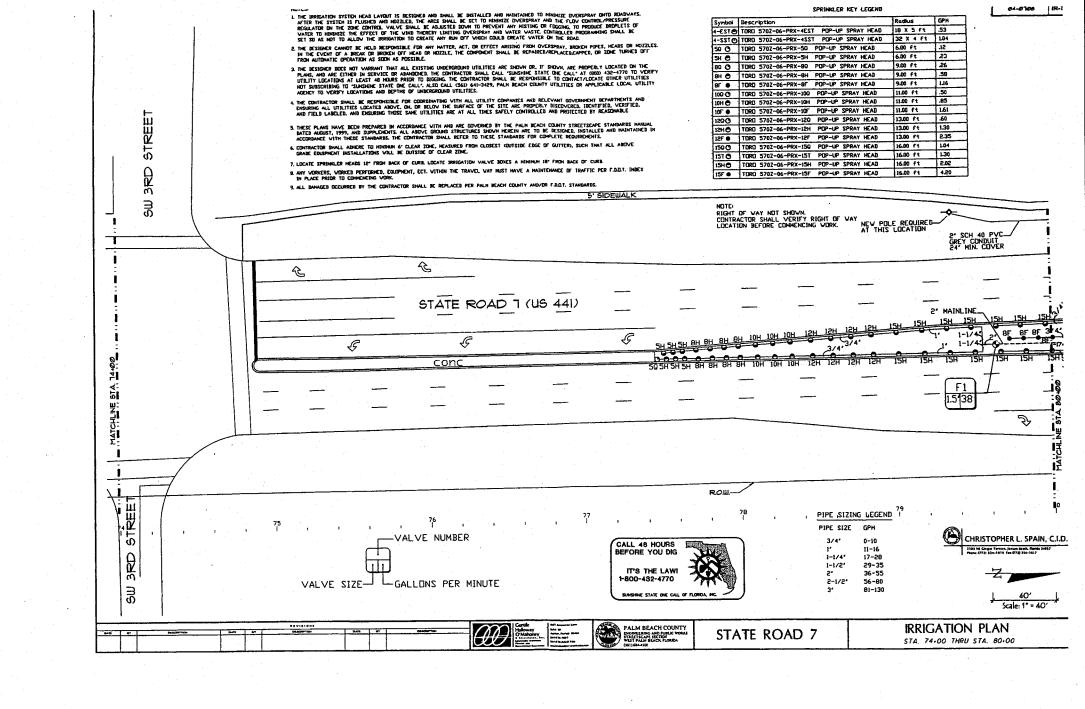


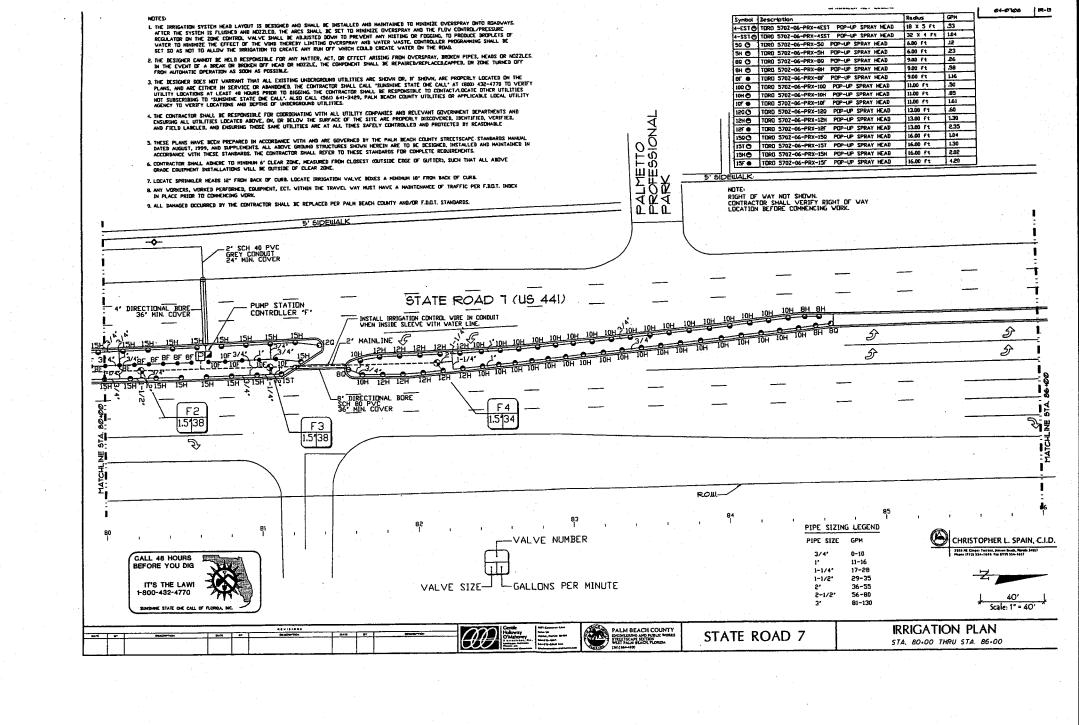


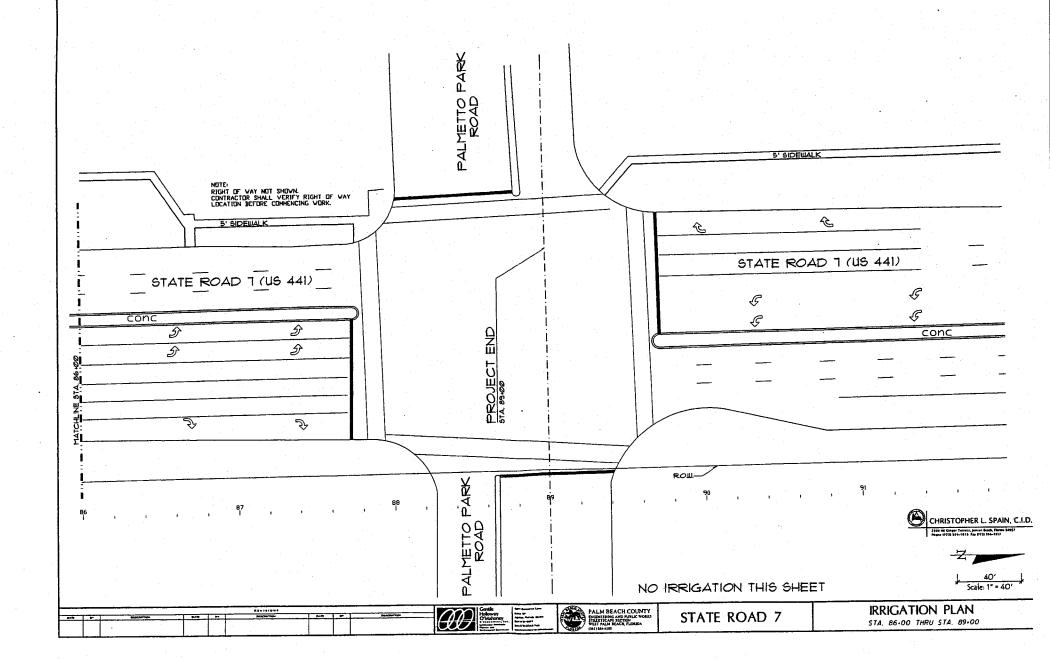












Pipe (Steeve) Duantity

Conduit (Electrical Service) Quantity Symbol Description Schedule 40 PVC Grey Pipe 5. 1140 ft

Pump Stations Quantity Symbol Description Size Pa Pump Station / Controller See Detail 3 H.P. Valves

Irritrol 100 Series w/ Pressure Regulator 1-1/2" & 12' Valve Box Wire (Low Voltage) Quantity Description Size

UF direct burial wire (Ground) AWG 12 8200 ft UF direct burial wire (Control) AWG 14

OLICHTON.

64.0 ET

NOTE: QUANTITIES GIVEN ARE FOR CONTRACTORS CONVENIENCE DNLY. THE ACCURACY IS NOT GUARANTEED. IT IS RECOMMENDED

Symbol Description

THAT DNE VERIFY ALL QUANTITIES.

Quantity



PALM BEACH COUNTY ENGINEERING AND PUBLIC WORRS STREETSCAPE SECTION WEST PALM BEACH FLORIDA

STATE ROAD 7

**IRRIGATION DETAILS** 

NOTES

MAIN LINES: 2 INCH SCHEDULE 40 PVC V/ METALLIC MARKER TAPE 6' BELDV FINISHED GRADE.
MAIN LINES: 2-1/2 INCH CLASS 200 PVC D-RING V/ METALLIC MARKER TAPE 6' BELDV FINISHED GRADE. ZONE LINES: PVC, 1/2" IS NOT USED, 3/4" & GREATER USE SCH. 40 PVC

DIRECTIONAL BORING BORING SHALL BE DONE IN ACCORDANCE VITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS. PROVIDE DVNER VITH ALL BORE LOGS, DIRECTIONAL BORE "AS-BUILTS", UTILITY CROSSING EQUATIONS AND F.D.D.T UTILITY CROSSING PERMITS THAT ARE REQUIRED.

ALL SLEEVES UNDER VEHICULAR USE PAVEMENT SHALL BE SCH 80 VITH 36' MINIMUM COVER. ALL SLEEVES UNDER WALKWAYS SHALL BE SCH 40 WITH 24" MINIMUM COVER. FITTINGS: 2-1/2' OR LARGER MAIN LINES: DUCTILE IRON FITTINGS, 2' DR SMALLER MAIN LINES: SCHEDULE 80 PVC, ZONE LINES: SCH. 40 PVC FABRICATION SOURCE CUT, CLEAN ALL JOINTS. USE CLEANER ON ALL LATERALS. USE GRAY PVC CEMENT. FULLY ENGAGE ALL JOINTS. ALL FABRICATION SHALL BET TO MANUFACTURERS SPECS. ALLOW ALL MAIN LINES TO CLURE FOR 24 HOURS BEFORE PRESSURING. ALL PIPE, ITITINGS, AND SOLVENTS TO CONFORM TO LATEST ASTM SPECS.

2. DEPTH OF LINES: MAIN LINE AND VIRING = 24' DEEP, MIN.
RUN LINE GUARD METALLIC TAPE 6' BELOV FINISHED GRADE.
SLEEVING UNDER PAVEMENT = 36' DEEP MIN.
ZUNE LINES = 18' DEEP MIN. FOR ALL ZONE LINES

AWG 14 FOR ALL HOT VIRES AND AWG 12 FOR COMHON.
SOLID COPPER TYPE UF ULLISTED FOR DIRECT BURIAL.
RUN UNDER HAIMLING. TAPED EVERY 10'.
SPLICE VIRES DNLY IN A VALVE BOX.
ALL SPLICES SHALL BE MOISTURE PROOF USING DBY OR EQUAL TYPE CONNECTORS.
ALL SPLICES SHALL BE MOISTURE PROOF USING DBY OR EQUAL TYPE CONNECTORS.
RUN 2 SPARES FROM CONTROLLER IN EACH DIRECTION ALL ARQUIND MAIN IN ADDITION TO ANY SPARES AT STUBULTS SHOWN, COMHON TO BE WHITE, SPARES BLACK, HOT VIRES COLOR CODED. 3. CONTROL VIRES

4. PRESSURE TEST MAIN LINES AT 100 PSI FOR 24 HOURS WITH A MAXIMUM ALLOWABLE LOSS OF 5 PSI. IF SYSTEM FAILS TEST, REPAIR & RETEST, TEST TO BE CONDUCTED IN PRESENCE OF PALM BEACH COUNTY REPRESENTATIVE.

5. BACKFILL ALL TRENCHES FREE OF DEBRIS, COMPACT TO DRIGINAL DENSITY, FLUSH ALL LINES, USE SCREENS IN ALL HEADS, ADJUST HEADS FOR PROPER COVERAGE AVOIDING EXCESS VATER ON VALLS, VALKS, PAVING, ETC..

6. ALL DETAILS ARE GRAPHICALLY SHOWN DNLY. ALL QUANTITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO INSTALLATION. THIS SHALL BE THE CONTRACTORS RESPONSIBILITY TO ASSURE COMPLETE OVERLAPPING COVERAGE, ANY DISCREPANCIES SHALL BE REPORTED TO THE OVER APPING COVERAGE, ANY DISCREPANCIES SHALL BE REPORTED TO THE OVER AND LANDSCAPE ARCHITECT BEFORE PROCEEDING. CODES AND LOCAL REGULATIONS SHALL TAKE PRESIDENCE OVER THESE PLANS, THE LANDSCAPE ARCHITECT DESIGNER RESERVES THE RIGHT TO MAKE HIGH REPORT OF THE PROPER COVERAGE.

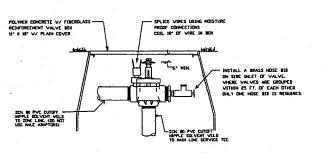
MINOR FIELD CHANGES, THE CONTRACTOR MAY FIELD ADJUST SPRAY NOZZLE SELECTION TO PROVIDE PROPER COVERAGE.

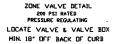
PROVIDE OWNER WITH AN ACCURATE 'AS INSTALLED' PLAN AT COMPLETION SHOWING MAIN LINES, WIRING, VALVES, CROSSINGS, ETC, USING DIMENSIONS FROM FIXED DATUMS.

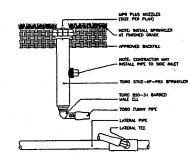
8. CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES PRIDE TO COMMENCEMENT OF VORK.

IF EXISTING SIDEVALK IS REMOVED OR DAMAGED IN BORING OR CONSTRUCTION, IT SHALL BE REPLACED TO PALM BEACH COUNTY AND FIDET. SPECIFICATIONS.

10. CONTRACTOR SHALL REFER TO THE ANNUAL ROADWAY LANDSCAPING CONTRACT SPECIFICATIONS AS THE GOVERNING SPECIFICATIONS.

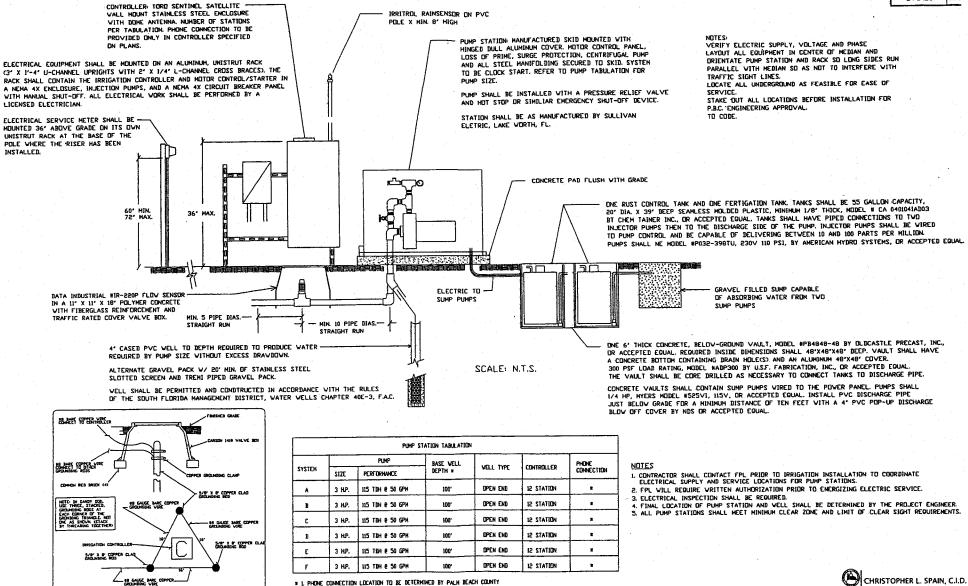






FIXED-SPRAY SPRINKLER TORO S70Z-6P-PRX





PALM REACH COUNTY IRRIGATION DETAILS STATE ROAD 7 0471 01 ENGINEERING AND PUBLIC W. STREETSCAPE SECTION WEST PALM BEACH FLOREDA

CONTROLLER GROUNDING DETAIL

This Contract Plan Set Includes: Irrigation Plans (1.25 Miles) Plans of:

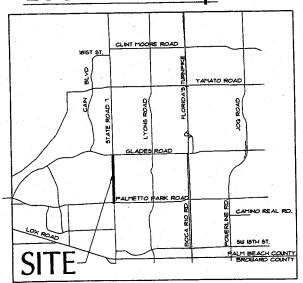
Irrigation Improvements for:

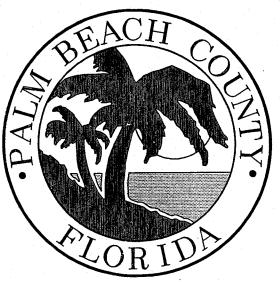
Exhibit "B" Set 2 of 2

# STATE ROAD 7

Palmetto Park Road to Glades Road 45 M.P.H. DESIGN SPEED

Location Map





## Index of Drawings

<u>Sheet No.</u> Index

IR-1 - IR-12 IR-13 - IR-14 Description

Index of Drawings Irrigation Plans Irrigation Details

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS HAY HAVE BEEN SLIGHTLY REDUCED IN SIZE DURING REPRODUCTION THIS HAST BE CONSIDERERD WHEN OBTAINING SCALED DATA.

THESE PLANS HAVE BEEN PREPARED N
ACCORDANCE WITH AND ARE GOVERNED
BY THE OFFICE OF THE PALM BEACH
COANTY SHORTER AND THE PALM BEACH
COANTY SHEETSCAPE STANDARD
HANIAL DATED AUGUST 93 NCLUDNG
REVISIONS DATED APPILE 10, 2001, 20

FIELD ADJUSTMENTS MAY BE REQUIRED BY THE CONTRACTOR TO INSURE THAT ALL PALM BEACH COUNTY REQUIREMENTS ARE ADMERSO TO.

THE CONTRACTOR SHALL BRING ANY AND ALL CONFLICTS WITH TREE LOCATIONS TO THE ANTENION OF THE LANDSCAPE ARCHITEC AND/OR CUNER, WHO SHALL COORDINATE THE NECESSARY FIELD ADJUSTMENTS RECURRED.

LANDSCAPE ARCHITECT OF RECORD:

GEORGE G. GENTILE, FASILA LADODO530 CERTIFICATION OF AUTHORIZATION NO. LCODOOT

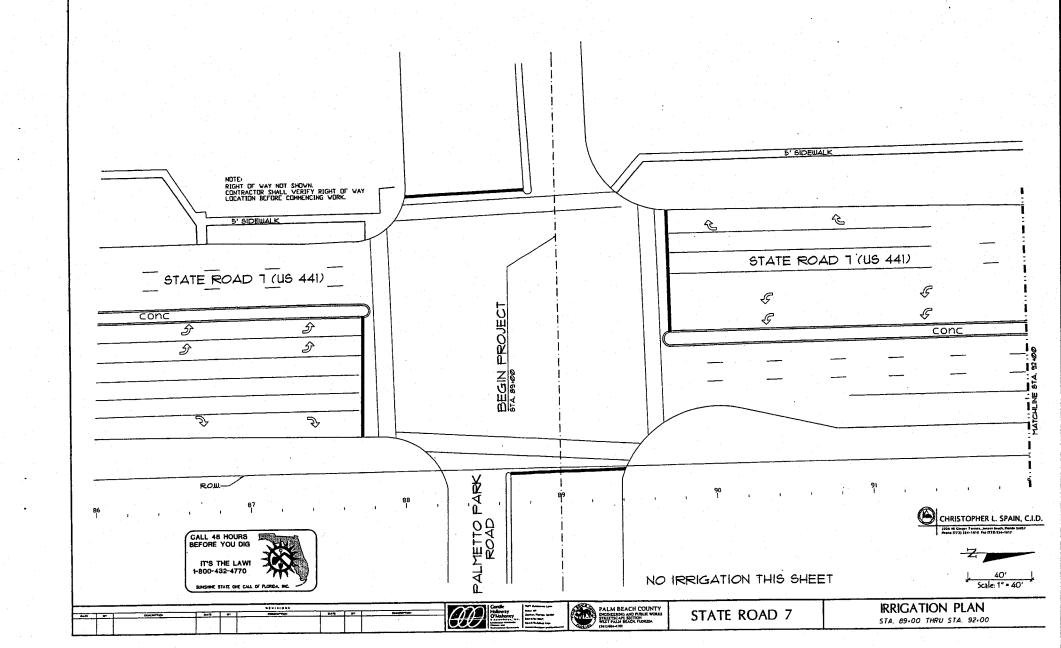




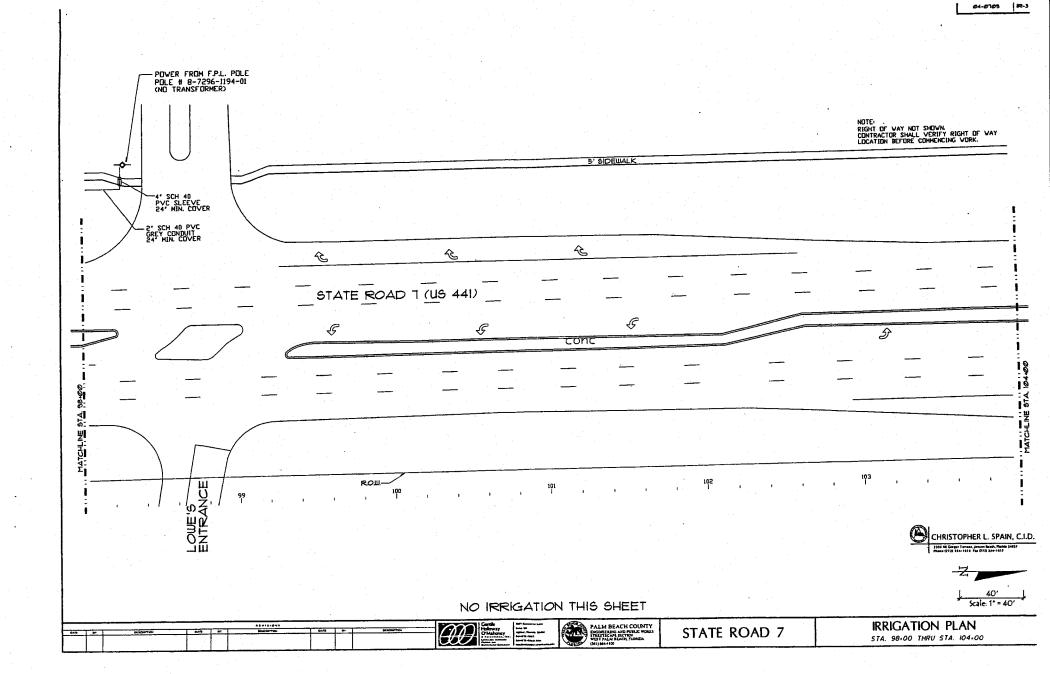


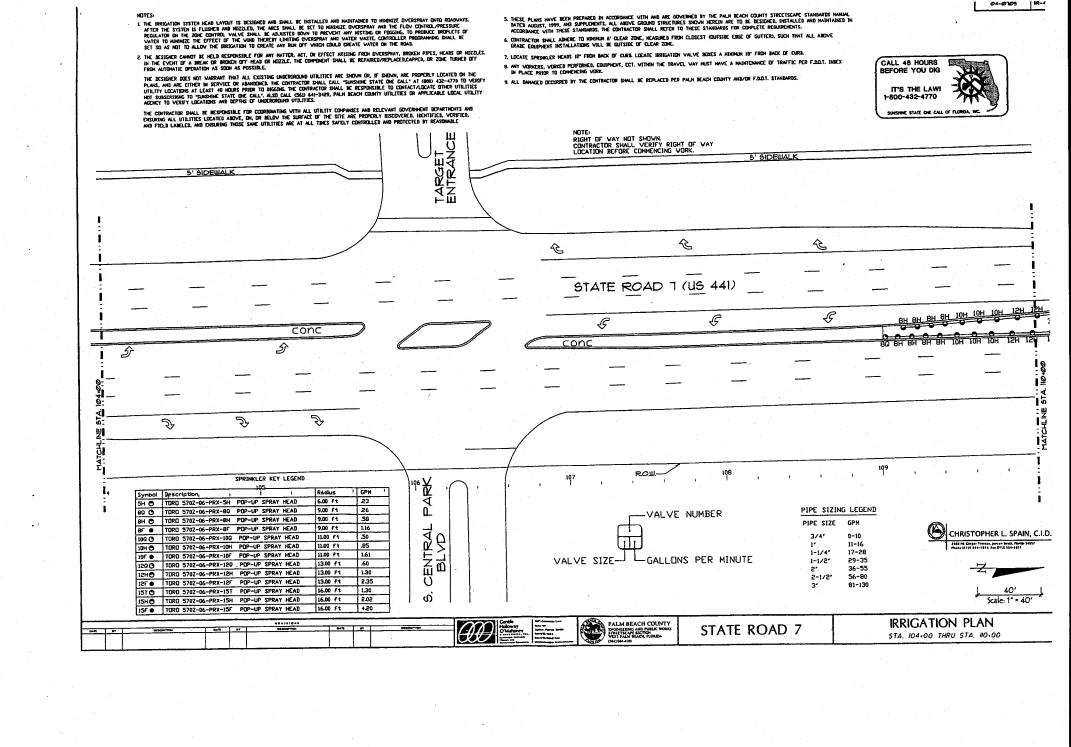
STATE ROAD 7

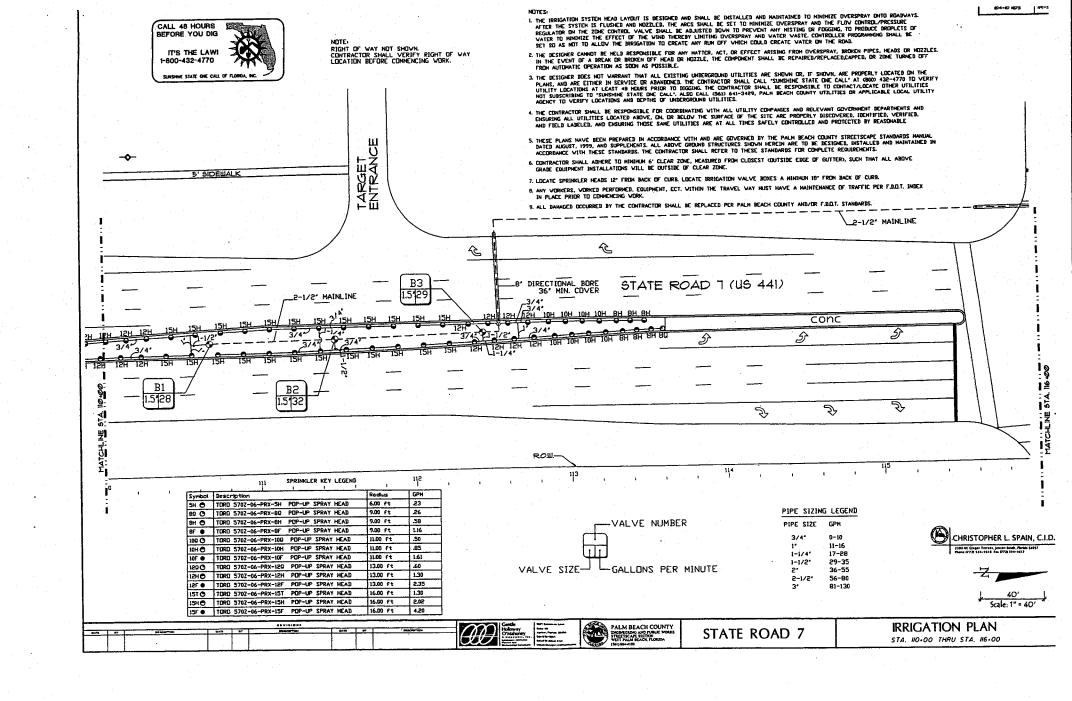
**INDEX** 

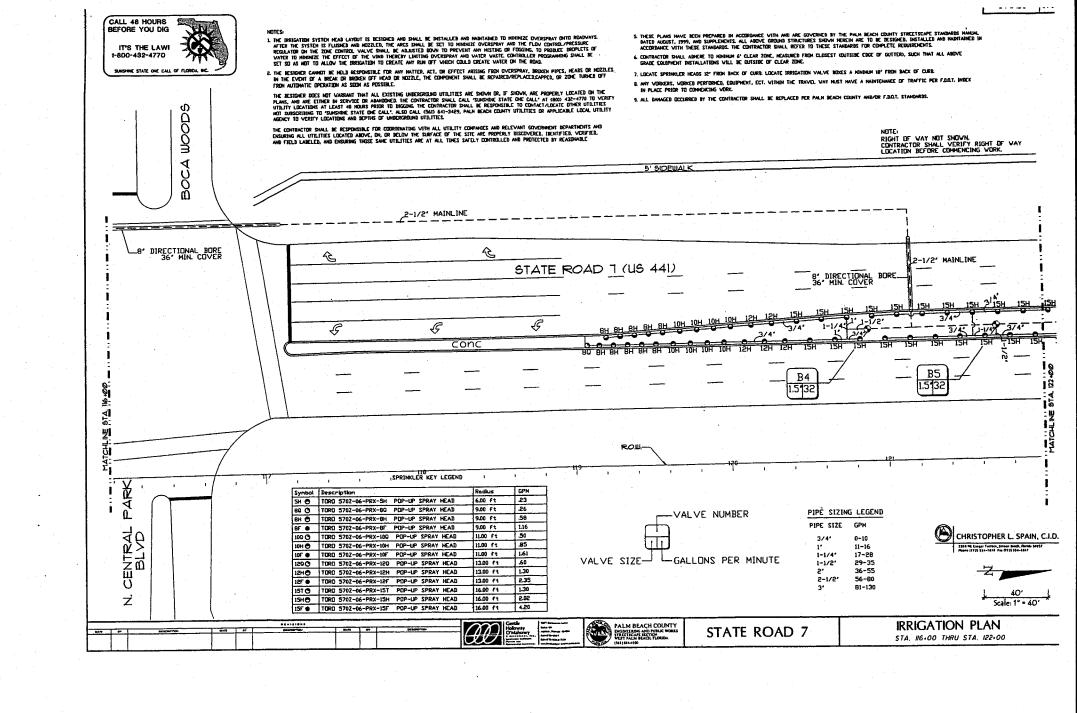


S. THESE PLANS HAVE BEEN PREPARED BY ACCORDANCE VITY AND ARE GOVERNED BY THE PALK BEACH COUNTY STREETSCAPE STANDARDS MANUAL DATED AUGUST, 1999, AND SUPPLEMENTS. ALL ABOVE GROUND STRUCTURES SHOWN HEREIN ARE TO BE DESIGNED, INSTALLED AND MAINTAINED IN ACCORDANCE VITY THESE STANDARDS. THE CONTRACTOR SHALL REFER TO THESE STANDARDS FOR COMPLETE REQUIREMENTS. IN THE IRRIGATION SYSTEM HEAD LATOUT IS BESIGNED AND SHALL BE INSTALLED AND MAINTAINED TO MINIMIZE OVERSPRAY DATO ROBUMYS.
AFTER THE SYSTEM IS FLUSSED AND MIZZIED, THE ARCS SHALL BE SET TO MINIMIZE OVERSPRAY AND THE FLUS CONTROL PRESSURE
REGULATING ON THE ZONE CONTROL VALVE SHALL BE ADJACTED DAYN TO PREVIOUR HY MISTING OF TOORING, ID PRODUCE REPORTED OF
MARKER TO MINIMIZE THE EFFECT OF THE VIND THEREBY LIMITING OVERSPRAY AND LATER VIND THE ROBUMY THE REMAIN TO CREATE ANY TRUE OF THORIC COLLE CREATE VALVER ON THE ROBAL 6. CONTRACTOR SHALL ADMERE TO MINIMUM 6' CLEAR ZONE, MEASURED FROM CLOSEST COUISIDE EDGE OF GUTTERD, SUCH THAT ALL ABOVE GRADE COUISMENT INSTALLATIONS VILL BE OUTSIDE OF CLEAR ZONE. 2. THE DESIGNER CANNOT BE HELD RESPONSIBLE FOR ANY MATTER, ACT, OR EFFECT ARISING FROM OVERSPRAY, BROKEN PIPES, HEADS OR NOZZLES. IN THE EVENT OF A BROKE OF BROKEN OFF HEAD OR NOZZLE, THE COMPONENT SHALL BE REPAIRED/REPLACED, CAPPED, OR ZONE TURNED OFF FROM AUTOMATIC OPERATION AS SOON AS POSSIBLE. 7, LOCATE SPRINKLER HEADS 12" FROM BACK OF CURB. LOCATE IRRIGATION VALVE BOXES A MINIMUM 18" FROM BACK OF CURB. 8. ANY VORKERS, VORKED PERFORMED, EQUIPMENT, ECT. VITHIN THE TRAVEL VAY MUST HAVE A MAINTENANCE OF TRAFFIC PER FILLT, INDEX IN PLACE PRIOR TO CONVENEME VORK. 3. THE DESIGNER BOES NOT VARRANT THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR, IF SHOWN, ARE PROPERLY LOCATED ON THE PLANS, AND ARE EITHER IN SERVICE OR ABANDONED. THE CONTRACTOR SHALL CALL SUNGHINE STATE ONE CALL "AT 10000 432-4778 ITO VEREY UTILITY LOCATIONS AT LEAST 48 HOURS PRIER TO DISCOUND THE CONTRACTOR SHALL BE RESPONSIBLE OF ORIGINAL CALLS OF ORIGINAL TO SHALL BE RESPONSIBLE OF ORIGINAL CALLS OF ORIGINAL C 9. ALL DAMAGED OCCURRED BY THE CONTRACTOR SHALL BE REPLACED PER PALH BEACH COUNTY AND/OR F.D.D.T. STANDARDS. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITY COMPANIES AND RELEVANT GOVERNMENT DEPARTMENTS AND ENSURING ALL UTILITIES LOCATED ABOVE, DN, OR BELOW THE SURFACE OF THE SITE ARE PROPERLY DISCOVERED, IDENTIFIED, VERIFIED, AND FIELD LABELED, AND ENSURING THOSE SAME UTILITIES ARE AT ALL TIMES SAFELY CONTROLLED AND PROTECTED BY REASONABLE. NUTE: RIGHT OF WAY NOT SHOWN. CONTRACTOR SHALL VERIFY RIGHT OF WAY LOCATION BEFORE COMMENCING WORK. 5' SIDEWALK OPTIONAL AREA PERMIT MAINTAINED MEDIAN BETWEEN STA 92+90 TO STA 96+80 2' SCH 40 PVC ALL MATERIALS AND EQUIPMENT IN OPTIONAL GREY CONDUIT AREAS ARE NOT INCLUDED IN THE TABULATION OF QUANTITIES TABLE ON SHEET IR-13 -4' DIRECTIONAL BORE STATE ROAD 7 (US 441) PUMP STATION & CONTROLLER 'A' 5 conc 13/4 1-1/4 5 A2 A1 2 Ð ROW.— SPRINKLER KEY LEGEND LOWE'S ENTRANCE Symbol | Description Redius 6.00 ft 23 SH TORO 570Z-06-PRX-5H PDP-UP SPRAY HEAD PIPE SIZING LEGEND 80 C TORO 5702-06-PRX-80 POP-UP SPRAY HEAD 9.00 ft -26 8H 6 TORD 570Z-86-PRX-8H PDP-UP SPRAY HEAD .58 9.00 ft PIPE SIZE CALL 48 HOURS BF . TURO 5702-06-PRX-BF POP-UP SPRAY HEAD ---VALVE NUMBER 9.00 Ft 1.16 CHRISTOPHER L. SPAIN, C.I.D. 0-10 BEFORE YOU DIG 100 C TORO 570Z-06-PRX-100 POP-UP SPRAY HEAD 11.00 ft 1.50 11-16 3300 Mf Cimper Terrace, Janson Boach, Florida 3495 10H C TORD 570Z-06-PRX-10H POP-UP SPRAY HEAD 11.00 ft .85 1-1/4" 17-28 IT'S THE LAW! 10F . TORO 5702-06-PRX-10F POP-UP SPRAY HEAD 111 1-1/2" 29-35 1-800-432-4770 120 TORO 570Z-06-PRX-120 PDP-UP SPRAY HEAD 13.00 ft .60 36-55 VALVE SIZE - GALLONS PER MINUTE 12H TORD 570Z-06-PRX-12H PDP-UP SPRAY HEAD 13.00 ft 1.30 5-1/2" 56-80 SUMMENT STATE ONE CALL OF FLORIDA, INC. 12F TORD 5702-06-PRX-12F POP-UP SPRAY HEAD 2.35 40' 15TO TORD 570Z-96-PRX-15T POP-UP SPRAY HEAD 16.00 ft 1.30 Scale: 1" = 40' 15HO TORD 5702-06-PRX-15H POP-UP SPRAY HEAD 16.00 Ft 2.02 15F TORO 5702-06-PRX-15F POP-UP SPRAY HEAD 16.00 ft 4.26 **IRRIGATION PLAN** PALM REACH COUNTY STATE ROAD 7 ENGINEERING AND PUBLIC WORK STREETSCAPE SECTION WEST PALM BEACH, PLOREDA STA. 92.00 THRU STA. 98.00









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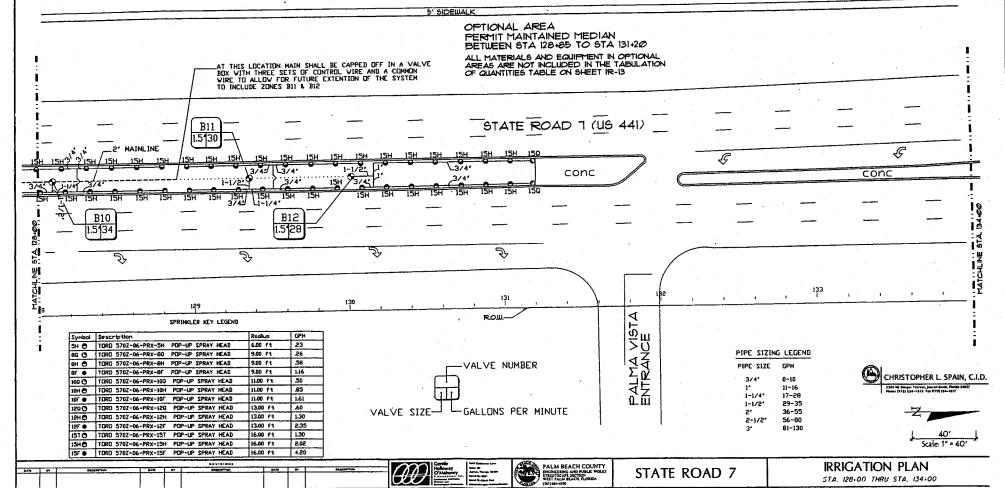
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- 6. CONTRACTOR SHALL ABSENCE TO MONDAM 6' CLEAR ZONE, MCARDINED FROM CLOSEST GUITSING EDGE OF GUTTERS, SUCH THAT ALL ABOVE GRADE EQUIPMENT DISTALATIONS VIAL DE CUTSIDE OF CLEAR ZONE.
- 7. LOCATE SPRINKLER HEADS 12' FROM BACK OF CLRB. LOCATE IRRIGATION VALVE BOXES A MINIMUM 18' FROM BACK OF CLRB.
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CALL 48 HOURS
BEFORE YOU DIG

IT'S THE LAWI
1-800-432-4770

SURSPIKE STATE ONE CALL OF FLORIDAL INC.

NOTE: RIGHT OF WAY NOT SHOWN. CONTRACTOR SHALL VERIFY RIGHT OF WAY LOCATION BEFORE COMMENCING WORK.



- NULES:

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  AFTER THE SYSTEM IS FLURNED AND ROZZED, THE ARCE SMALL BE TO MORNIZE OVERSPRAY AND THE FLOW CONTROL. MAYER SMALL BE TO MORNIZE OVERSPRAY AND THE FLOW CONTROL. MORNIZED TO THE TOPE CONTROL. THE STATE OF THE TOPE OF THE STATE OF THE STATE OF THE STATE OF THE TOPE OF THE STATE OF
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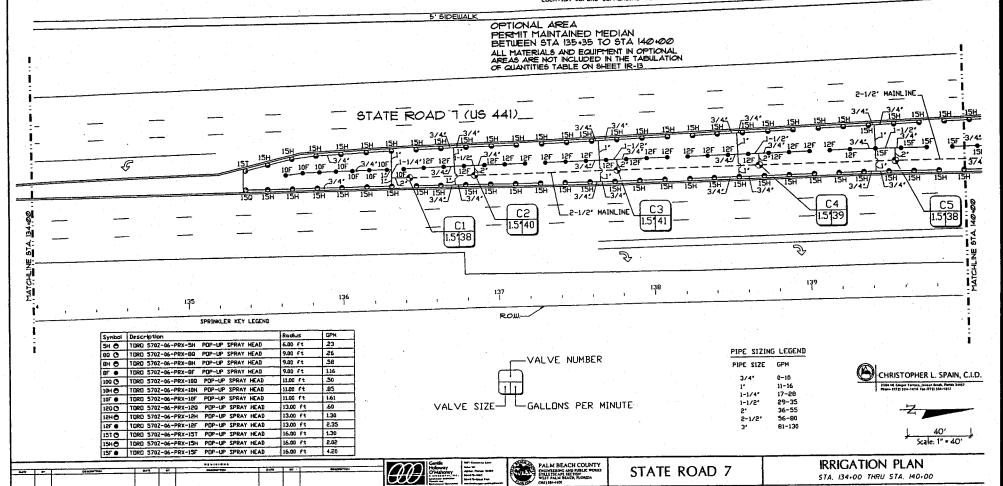
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CALL 48 HOURS BEFORE YOU DIG IT'S THE LAWI 1-800-432-4770 DINDINE STATE ONE CALL OF FLORIDA, INC.

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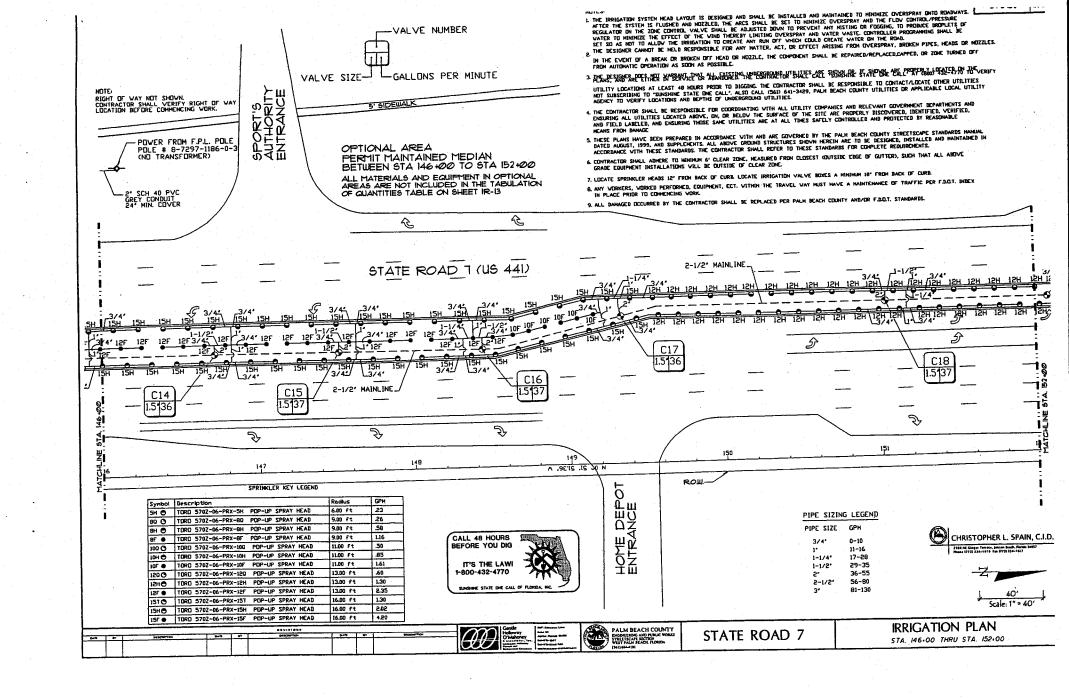


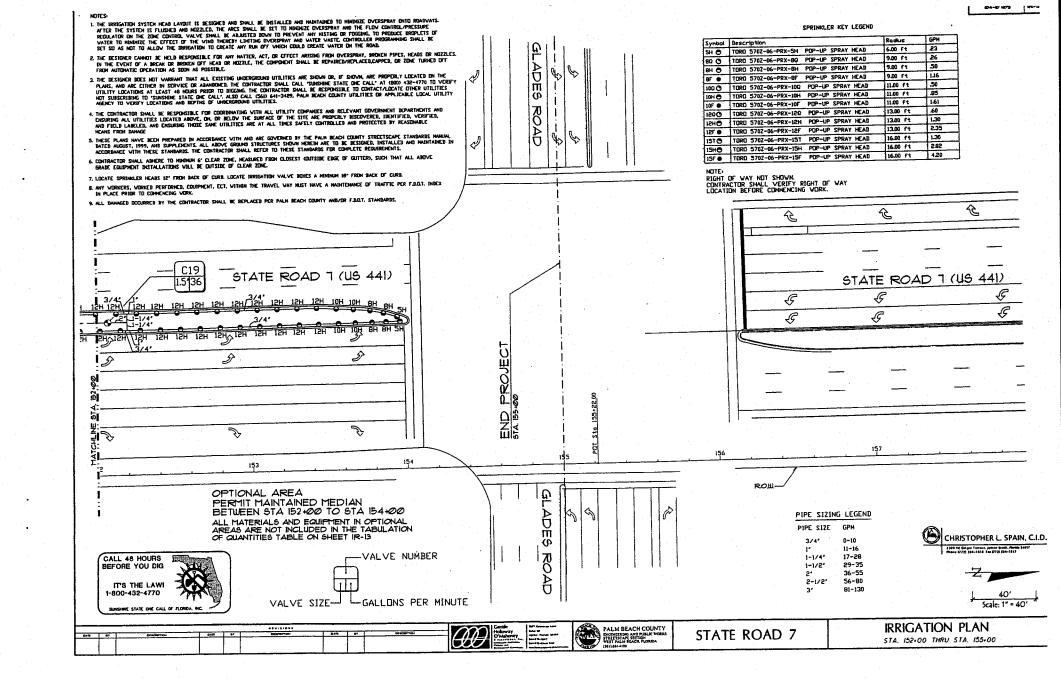
5. THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ASS GOVERNOOD IT THE PAUM BEACH COUNTY STREETSCAPE STANDARDS MANUAL DATED AUGUST, 1999, AND SUPPLICADES ALL ABOVE GROUND STRUCTURES SHOWN HEREIN ARE TO BE RESIDED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH THESE STANDARDS. THE CONTRACTOR SMALL REFER TO THESE STANDARDS FOR COMPLETE REQUIREMENTS. L THE DRENGTION SYSTEM HEAD LAYOUT IS DESIGNED AND SMALL BE INSTALLED AND MAINTAINED TO MINIMIZE OVERSPRAY UNTO ROMBURYS.
AFTER THE SYSTEM IS FLUSHED AND MOZRED, THE ARCS SHALL BE SET TO MINIMIZE OVERSPRAY AND THE FLOV COMPROLIPERSSIRE
REGULATOR ON THE ZONE COMPROL VALVE SHALL BE ABJUSTED BOOM TO PREVENT ANY MISTING OF PEOLOGIA, TO PROCEED REPORTS OF
WATER TO MOMERIZE THE CIFECT OF THE VIND PREVENT HAVING OVERSPRAY MO VATER VASTE CONTROLLER PROGRAMMING SHALL BE
SET SO AS NOT TO ALLOW THE DRENGATION TO CREATE ANY BUN OFF VINCEI COLD CREATE VATER ON THE ROAD. 6. CONTRACTOR SHALL ABHERE TO MINIMUM 6" CLEAR ZONE, NEASURED FROM CLOSEST GOUTSIDE EDGE OF GUTTER), SUCH THAT ALL ABOVE IT'S THE LAW! GRASE EQUIPMENT INSTALLATIONS VILL BE OUTSIDE OF ELEAR ZONE. 2. THE DESIGNER CANNOT BE HOLD RESPONSIBLE FOR ANY MATTER, ACT, OR OFFECT ARISING FROM OVERSPRAY, BROKEN PIPES, READS OR NOZZLES. BY THE EVENT OF A BROKEN GREEN OFF HEAD OR NOZZLE, THE COMPONENT SMALL BE REPAIRED/REPLACED, APPED, OR ZINE TURNED OFF FROM AUTOMATIC OPERATION AS SOON AS POSSIBLE. 1-800-432-4770 7. LOCATE SPRINGLER HEARS 12" FROM BACK OF CURB. LOCATE IRRIGATION VALVE BOXES A MINIMUM 18" FROM BACK OF CURB. 8. MY VERKERS, VERKED PERFORMED, COURPHOUT, ECT. WITHIN THE TRAVOL VAY MUST HAVE A MAINTENANCE OF TRAFFIC PER F.D.D.T. DRIEK BY PLACE PRICE TO COMPANYED MONEY. INSHINE STATE ONE CALL OF FLORIDA, INC. THE RESIGNER BOES NOT WARRANT THAT ALL EXISTING UNGERGROUND UTRITIES ARE SHOWN OR, IT SHOWN, ARE PROPERLY LOCATED ON THE PLANS, AND ARE CITINES IN SERVICE OR RANHONCE THE CONTRACTOR SHOWL CALL "SUBMENCE STATE ONE CALL" AT GROSS 422-4779 TO TERRITY UTRITY! DOCUMENTED AT LOCAT OR HOUSE PROPERTY DISCOUNT OF RESPONSITES IN COUNTY OF THE OTHER CALLS OF THE STATE OF THE STOPPHENE TO COUNTY OF THE OTHER CALL OF THE STATE OF THE STOPPHENE AND THE OTHER CALL OF THE STATE OF THE 9. ALL DAMAGED DECURRED BY THE CONTRACTOR SHALL BE REPLACED PER PALM BEACH COUNTY AND/OR F.D.D.T. STANBARDS THE CONTRACTOR SMALL BE RESPONSIBLE FOR COMBINATING WITH ALL UTILITY COMPANIES AND RELEVANT GOVERNMENT REPAIRMENTS AND ENSURING ALL UTILITIES LICEATED ANDRE, ON, OR BELDY THE SURFACE OF THE STITE AND PROPERTY DISCOVERED, IDENTIFY LYBRIFED, AND FIGURE LOCKED, MID DESIGNED MIXES AND FROM THE STATE AND FROM THE THE STATE AND THE STATE AND PROTECTED BY REASONARE. 5' SIDEWALK 2' SCH 40 PVC GREY CONDUIT 24' MIN. COVER OPTIONAL AREA PERMIT MAINTAINED MEDIAN BETWEEN STA 140+00 TO STA 146+00 NOTE: INSTALL IRRIGATION CONTROL WIRE IN CONDUIT WHEN INSIDE SLEEVE WITH WATER LINE. RIGHT OF WAY NOT SHOWN. CONTRACTOR SHALL VERIFY RIGHT OF WAY LOCATION BEFORE COMMENCING WORK. ALL MATERIALS AND EQUIPMENT IN OPTIONAL AREAS ARE NOT INCLUDED IN THE TABULATION OF QUANTITIES TABLE ON SHEET IR-13 PUMP STATION & CONTROLLER C 2-1/2' MAINLINE STATE ROAD 7 (US 441) 2-1/2" MAINLINE 15F 15F 15F 15F 2.15F 15F 15F 3/41/ 15F 2' 15F 2-1/2' MAINLINE /3/44) C11 C10 C8 1.5 39 1.5137 1.5 39 1.5 39 **C7** 2 Ź 3 ROW.-SPRINKLER KEY LEGEND Radius GPH Symbol Description SH @ TORO 570Z-06-PRX-SH POP-UP SPRAY HEAD .23 9.00 ft 80 G TORO 570Z-06-PRX-80 POP-UP SPRAY HEAD PIPE SIZING LEGEND .58 8H O TORO 570Z-06-PRX-8H POP-UP SPRAY HEAD 9.00 ft -VALVE NUMBER PIPE SIZE BF . TORD 5702-06-PRX-BF POP-UP SPRAY HEAD 9.00 ft 1.16 CHRISTOPHER L. SPAIN, C.I.D. 100 © TORO 5702-06-PRX-100 POP-UP SPRAY HEAD
100 © TORO 5702-06-PRX-104 POP-UP SPRAY HEAD 11.00 Ft 0-10 11.00 ft .85 11-16 1.61 10F . TORD 570Z-06-PRX-10F PDP-UP SPRAY HEAD 11.00 Ft 17-28 1-1/4\* 1200 TORD 5702-06-PRX-120 POP-UP SPRAY HEAD 13.00 Ft .60 L-GALLONS PER MINUTE 1-1/2" 29-35 VALVE SIZE-12HO TORD 570Z-06-PRX-12H PDP-UP SPRAY HEAD 1.30 13.00 ft 36-55 12F TORO 570Z-06-PRX-12F POP-UP SPRAY HEAD 13.00 ft. 2.35 2-1/2" 56-80 B1-130 1STO TORO 5702-06-PRX-15T POP-UP SPRAY HEAD 16.00 ft 1.30 15HO TORD 570Z-06-PRX-15H POP-UP SPRAY HEAD 16.00 ft 2.02 ISF . TORO 570Z-06-PRX-15F PDP-UP SPRAY HEAD 16.00 Ft 4.20 **IRRIGATION PLAN** PALM BEACH COUNTY STATE ROAD 7 ENGINEERING AND PUBLIC WE STREETSCAPE SECTION WEST PALM BEACH FLORIDA STA. 140.00 THRU STA. 146.00

804-W 1803 | 155-86

CALL 48 HOURS

BEFORE YOU DIG





Incidentian Heads

Duantity	lodmy2	Description	Radius
3	80 C	TORD 570Z-06-PRX-80 POP-UP SPRAY HEAD	9.00 ft
24	8H 🔿	TORD 570Z-06-PRX-8H POP-UP SPRAY HEAD	9.00 ft
55	10H 🔿	TORD 570Z-06-PRX-10H POP-UP SPRAY HEAD	11.00 ft
21	12HO	TORD 570Z-06-PRX-12H PDP-UP SPRAY HEAD	13.00 ft
130	15H 🔿	TORD 570Z-06-PRX-15H POP-UP SPRAY HEAD	16.00 ft

Quantity	 Description	Size
440 ft	 Schedule 40 PVC w/schedule 80 fittings, line guard metallic tape	2.
1520 ft	 Class 200 PVC w/ ductile iron fittings, line guard metallic tape	2-1/2'

#### Pipe (Lateral)

Symbol	Description	Size
	Schedule 40 PVC Pipe	5.
	Schedule 40 PVC Pipe	1-1/4"
	Schedule 40 PVC Pipe	3/4*
<del> </del>		1"
	1	1-1/2*
	Symbol	Schedule 40 PVC Plpe Schedule 40 PVC Plpe

#### Pipe (Directional Bore)

Quantity	Symbol	Description	Size
45 ft		Directional Bore Pipe - HDPE	4*
260 ft	0	Directional Bore Pipe - HDPE	8*

Quantity	Symbol	Description	Size
8 ft		Schedule 40 PVC Pipe	4'

#### Conduit (Electrical Service)

Quantity	Symbol	Description	Size
120 ft		Schedule 40 PVC Grey Pipe	5,
150 15		<u> </u>	

#### Pump Stations

Quantity	Symbol	Description	Size
1	P	Pump Station / Controller: See Detail	3 H.P.

#### Valves

-	Quantity	Symbol	Description	Size
	10	<b>©</b> .	Irritrol 100 Series w/ Pressure Regulator & 12' Valve Box	1-1/2*

#### Wire (Low Voltage)

Quantity	Description	Size
2020 ft	UF direct burial wire (Ground)	AVG 12
8780 ft	UF direct burial wire (Control)	AVG 14

- 1.) QUANTITIES GIVEN DO NOT INCLUDE THE OPTIONAL AREAS.
- 2.) QUANTITIES GIVEN ARE FOR CONTRACTORS CONVENIENCE DNLY. THE ACCURACY IS NOT GUARANTEED. IT IS RECOMMENDED THAT DNE VERIFY ALL QUANTITIES.

PIPING: 2 INCH SCHEDULE 40 PVC V/ METALLIC MARKER TAPE 6' BELDV FINISHED GRADE. MAIN LINES: 2-1/2 INCH CLASS 200 PVC Q-RING V/ METALLIC MARKER TAPE 6' BELDV FINISHED GRADE. MAIN LINES: 2-1/2 INCH CLASS 200 PVC Q-RING V/ METALLIC MARKER TAPE 6' BELDV FINISHED GRADE.

ZUNE LINES: PVC, 1/2' IS NOT USED, 3/4' & GREATER USE SCH. 40 PVC

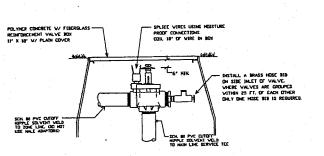
DIRECTIONAL BORING BORING SHALL BE DONE IN ACCORDANCE WITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS.
PROVIDE DWARR WITH ALL BORE LOGS, DIRECTIONAL BORE "AS-BUILTS", UTILITY CROSSING
EQUATIONS AND F.D.D.T UTILITY CROSSING PERMITS THAT ARE REQUIRED.

ALL SLEEVES UNDER VEHICULAR USE PAVEMENT SHALL BE SCH 80 WITH 36' MINIMUM COVER. ALL SLEEVES UNDER WALKWAYS SHALL BE SCH 40 WITH 24' MINIMUM COVER. FITTINGS: 2-1/2' OR LARGER MAIN LINES: DUCTILE IRON FITTINGS, 2' OR SMALLER MAIN LINES: SCHEDULE 80 PVC, ZONE LINES: SCH. 40 PVC FABRICATION SQUARE CUT, CLEAN ALL JOINTS. USE CLEANER ON ALL LATERALS. USE GRAY PVC CEMENT. FULLY ENGAGE ALL JOINTS. ALL FABRICATION SHALL BE TO MANUFACTURERS SPECS.
ALL MAIN LINES TO CURE FOR 24 HOURS BEFORE PRESSURING.
ALL PIPE, FITTINGS, AND SOLVENTS TO CONFORM TO LATEST ASTN SPECS.

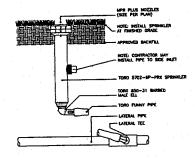
2. DEPTH OF LINES: MAIN LINE AND WIRING = 24° DEEP, MIN..
RUN LINE GUARD METALLIC TAPE 6° BELOV FINISHED GRADE.
SLEEVING UNDER PAVEMENT = 36° DEEP MIN.
ZONE LINES = 18° DEEP MIN. FOR ALL ZONE LINES

3. CONTROL VIRES AVG 14 FOR ALL HOT VIRES AND AVG 12 FOR COMMON.
SOLID COPPER TYPE OF UL LISTED FOR DIRECT BURIAL.
RUN UNDER MAINLINE, TAPED EVERY 10'.
SPLICE VIRES DIRLY IN A VALVE BOX.
ALL SPLICES SHALL BE MOISTURE PROOF USING DBY OR EQUAL TYPE CONNECTORS.
ALL SPLICES SHALL BE MOISTURE PROOF USING DBY OR EQUAL TYPE CONNECTORS.
RUN 2 SPARES FROM CONTROLLER IN EACH DIRECTION ALL AROUND MAIN IN ADDITION TO ANY SPARES AT
STUBOUTS SHOWN, COMMON TO BE WHITE, SPARES BLACK, HOT VIRES COLOR CODED.

- 4. PRESSURE TEST MAIN LINES AT 100 PSI FOR 24 HOURS WITH A HAXIMUM ALLOWABLE LOSS OF 5 PSI. IF SYSTEM FAILS TEST, REPAIR & RETEST. TEST TO BE CONDUCTED IN PRESENCE OF PALM BEACH COUNTY REPRESENTATIVE.
- BACKFILL ALL TRENCHES FREE OF DEBRIS, COMPACT TO DRIGINAL DENSITY, FLUSH ALL LINES, USE SCREENS IN ALL HEADS, ADJUST HEADS FOR PROPER COVERAGE AVOIDING EXCESS WATER ON VALLS, VALKS, PAVING, ETC..
- 6. ALL DETAILS ARE GRAPHICALLY SHOWN DNLY. ALL QUANTITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO INSTALLATION.
  THIS SHALL BE THE CONTRACTORS RESPONSIBILITY TO ASSURE COMPLETE DIVERLAPPING COVERAGE. ANY DISCREPANCIES
  SHALL BE REPORTED TO THE DIVER AND LANDSCAPE ARCHITECT BEFORE PROJECTING. CODES AND LOCAL REGULATIONS SHALL
  TAKE PRESIDENCE OVER THESE PLANS, THE LANDSCAPE ARCHITECT/DESIGNER RESERVES THE RIGHT TO MAKE
  MINOR FIELD CHANGES, THE CONTRACTOR MAY FIELD ADJUST SPRAY NOZZLE SELECTION TO PROVIDE PROPER COVERAGE.
- PROVIDE DUNER WITH AN ACCURATE 'AS INSTALLED' PLAN AT COMPLETION SHOWING MAIN LINES, WIRING, VALVES, CROSSINGS, ETC. USING DIMENSIONS FROM FIXED DATUMS.
- B. CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF WORK.
- 9. IF EXISTING SIDEVALK IS REMOVED OR DAMAGED IN BORING OR CONSTRUCTION, IT SHALL BE REPLACED TO PALM BEACH COUNTY AND FIDET. SPECIFICATIONS.
- 10. CONTRACTOR SHALL REFER TO THE ANNUAL ROADWAY LANDSCAPING CONTRACT SPECIFICATIONS AS THE GOVERNING SPECIFICATIONS.



ZONE VALVE DETAIL 200 PSI RATED PRESSURE REGULATING LOCATE VALVE & VALVE BOX MIN. 18' DFF BACK OF CURB



FIXED-SPRAY SPRINKLER TORO 570Z-6P-PRX SCALE: NOT TO SCALE



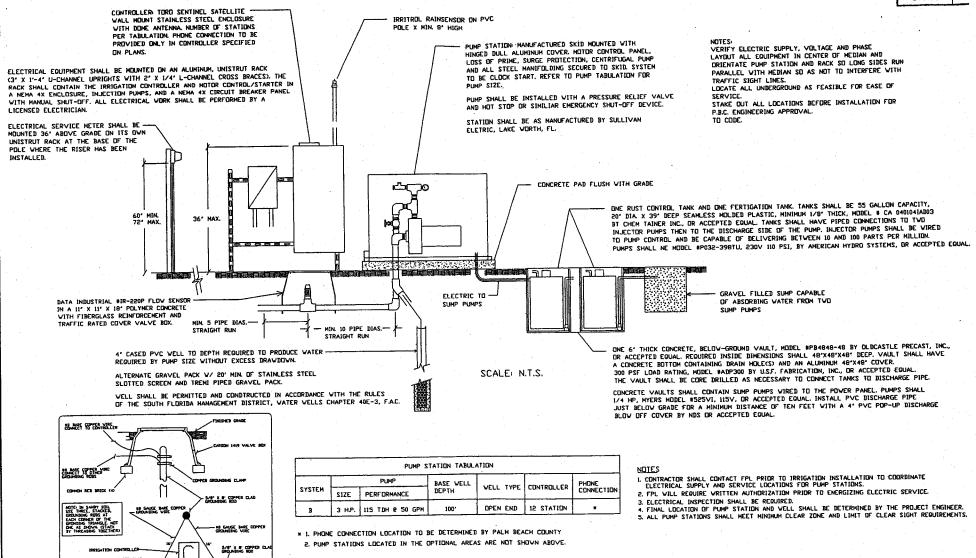
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STATE ROAD 7

IRRIGATION DETAILS



CHRISTOPHER L. SPAIN, C.I.D.

CONTROLLER GROUNDING DETAIL





STATE ROAD 7

**IRRIGATION DETAILS** 

#### **EXHIBIT "C"**

#### FEDERAL AND/OR STATE FUNDED CONTRACTS

The administration of resources awarded by the Department to PALM BEACH COUNTY may be subject to audits and/or monitoring by the Department, as described in this section.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to PALM BEACH COUNTY regarding such audit. PALM BEACH COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

#### PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

- 1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
- In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill
  the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133,
  as revised.
- 3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

#### **PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- 2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

#### PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

#### PART IV: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:

Florida Department of Transportation, 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 Antonette P. Adams, Professional Services Administrator Robert Bostian, Project Manager

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10<sup>th</sup> Street Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation, 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 Antonette P. Adams, Professional Services Administrator Robert Bostian, Project Manager

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation, 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 Antonette P. Adams, Professional Services Administrator Robert Bostian, Project Manager

- 3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:

Florida Department of Transportation, 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 Antonette P. Adams, Professional Services Administrator Robert Bostian, Project Manager

B. The Auditor General's Office at the following address:

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

- 4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to:
  - A. The Department at each of the following addresses:

Florida Department of Transportation, 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 Antonette P. Adams, Professional Services Administrator Robert Bostian, Project Manager

- 5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650

(nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

### **STATE RESOURCES**

State Agency Catalog of State Financial Assistance (Number & Title)

DOT 55.023 State Highway Project Reimbursement \$170,000.00 (Department of Transportation)

# Compliance Requirements

1. Exhibit "A" Scope of Services

STATE AGENCY: FDOT

CSFA #: 55.023

TITLE: State Highway Project Reimbursement

COMPLIANCE REQUIREMENTS:

Allowed Activities: Any or all services to be done specified in the Agreement.

Allowable Cost: Expenditures made on projects in the State Highway System

2007-					Page1 of1	_
		BOARD OF COUNTY COMMI PALM BEACH COUN BUDGET Amendmen	ΓΥ			
		FUND Transportation Impro	vement		BGRV BGEX	
	RIGINAL UDGET	CURRENT BUDGET INCREA	ASE DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/06	REMAINING BALANCE
REVENUES						
SR 7/441-N OF BROWARD CTY LINE TO GLADES RD						
3500-361-1171-3449 State Grant Other Transportation	<u> </u>	0170,00	00	170,000		
TOTAL RECEIPTS & BALANCES 260	.611.354	260.611.354 170.00	0	260.781.354		

	SIGNATURE	DATE	By Board of County Commissioners
Engineering & Public Works	R.D. Ward	9/20/06	At Meeting of11/21/06
Administration / Budget Approval		<del></del> .	
OFMB Department – Posted			Deputy Clerk to the Board of County Commissioners

260,611,354

260,611,354

170,000

170,000

170,000

260,781,354

0

170,000

**EXPENDITURES** 

SR 7/441-N OF BROWARD CTY LINE TO GLADES RD 3500-361-1171-6510 Landscaping/Irrigation-Infra

**TOTAL APPROPRIATIONS & EXPENDITURES** 

2007					Page1 of1			
	<b>B</b>	PALM BEA BUDGET	Y COMMISSIONER CH COUNTY Transfer tation Improvement	S		BGEX		
ACCOUNT NUMBER ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/06	REMAINING BALANCE	
SR 7/441-N OF BROWARD CTY LINE TO GLADES RD 3500-361-1171-6510 Landscaping/Irrigation-Infra	0	170,000	729,400	<b>0</b>	899,400	0	495,000	
UNINCORPORATED AREA OTIS 3500-361-1000-6510 Landscaping/Irrigation-Infra	6,151,134	6,031,134	<u>0</u> 729,400	729,400 729,400	5,301,734			
	SIGNATURE		DATE			rd of County Comm		
Engineering & Public Works  Administration / Budget Approval  OFMB Department – Posted	R	s. Dans	91.	20/06		Clerk to the of County Commiss	ioners	

Agenda Item #: 3-C-12

Date

## **ALM BEACH COUNTY** F COUNTY COMMISSIONERS **ENDA ITEM SUMMARY**

=======================================							
Meeting Date: Novemb Department: Submitted By: Submitted For:	er 21,2006  Engineering & Public Traffic Division		ce [ ] Public Hearing				
I. EXECUTIVE BRIEF							
with Communities Finance and Hood Road to provid	ce Company, LLC (CFC le turn lanes at the inters	b) for intersection a ection.	est Amendment to an Agreement improvements at Military Trail or construction of intersection				
improvements at Military Hood Road between Ce	Trail and Hood Road by contral Boulevard and A The Amendment will	y CFC. CFC is ali liternate A1A as	ready making improvements to a condition of its Evergrene or completion of the work from				
District: Countywide	(L.B.)						
Evergrene Residential Deright turn lane and an addi Palm Beach County Proje Frail intersection, which Agreement added the inte	velopment. These impro- tional north approach an- ect No. 2001607. The lift the County would like resection improvements to	ovements include to d south approach I mits of these imports to improve to its to the existing pro-	Hood Road as a condition of its he addition of a south approach left turn lane and are depicted in ovements include the Military sultimate configuration. The ject and would reimburse CFC ry due to delay in completion of				
Attachments: 1. Agreements (2) 2. Original Agreements	nt R2004- 2473						
Recommended by:	Fan Kenberg	<b></b>	09622/80 HILLE Date				
	Division Director		Date				

F:\TRAFFIC\BOARD\2006 Board Items\Hood Road Contract Modification - Community Finance.doc

**County Engineer** 

Approved by:

# II. FISCAL IMPACT ANALYSIS

A. The real Summary of	riscai impa	Ct:				
Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2007 \$ -0- -0- -0- -0- \$ -0-	2008 -0- -0- -0- -0- -0- -0-	2009 -0- -0- -0- -0- -0- -0-	2010 -0- -0- -0- -0- -0- -0-	2011 -0- -0- -0- -0- -0- -0-	
# ADDITIONAL FTE POSITIONS (Cumulative)	ŧ		1945 TV			
Is Item Included in Current Budget? Yes X No  Budget Acct No.: Fund 3500 Dept. 361 Unit 1133 Object 6551  Program						
B. Recommended Sources Transportation Improve Hood Road & Military T	ement Fund	Summary of	f Fiscal Imp	act:		
This item has no ac	ditional	fiscal in	mpact.			
C. Departmental Fiscal Re		2.b.w		(20106		
A. OFMB Fiscal and/or Co	<u> </u>	W COMMEI		<b>:</b> :		
OFMB		- <u>-</u>	Contract De	ev. and Con	trol	
B. Approved as to Form and Legal Sufficiency:						
Assistant County Attor	ney					
C. Other Department Revie	<b>∌w:</b>					
Department Director	<del>:</del>					
This summary is not to be u	sed as a ba		ment.			
I:\WP\AgendaPage2\Agnpgtwo2007	\Hood & Militar	<b>2</b> y No Impact				

# FIRST AMENDMENT TO A JOINT PROJECT AGREEMENT BETWEEN PALM BEACH COUNTY AND COMMUNITIES FINANCE COMPANY, LLC

This First Amendment to A Joint Project Agreement is made as of \_\_\_\_\_\_\_\_, between Palm Beach County, Florida, a political subdivision of the State of Florida (hereinafter County), and Communities Finance Company, LLC, A Delaware limited liability company (hereinafter CFC).

#### **RECITALS**

WHEREAS, the County and CFC entered into a Joint Project Agreement for intersection improvements (hereinafter Improvements) on November 10, 2004 (R2004 2473) to make improvements to the intersection of Hood Road and Military Trail; and

WHEREAS, the County and CFC desire to amend the completion date of that Agreement to allow work to continue until December 31, 2006.

NOW, THEREFORE, in consideration of their mutual covenants contained herein, the County and Consultant hereby agree to amend the Contract as follows:

- Article 1. Section 4 of the Agreement, regarding the submittal of invoices for final payment, is hereby amended to change the date from December 2005 to December 31, 2006.
- Article 2. This amendment shall be retroactive to December 31, 2005.
- Article 3. Except as specifically set forth herein, all terms and conditions of the Contract shall remain in full force and effect.

[Remainder of page left blank.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day and year first written above.

COUNTY: PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS	CFC: COMMUNITIES FINANCE COMPANY LLC., a Delaware Limited Liability Company			
BY:	BY:			
Tony Masilotti, Chairman	John Carter, Vice President			
ATTEST: Sharon R. Bock, Clerk & Comptroller	CORPORATE SEAL			
Circuit Court	WITNESS:			
BY:	BY: Sima Narcus (Printed Name)			
SEAL	BY: Sen Musby			
APPROVED AS TO TERMS	(Printed Name)			
AND CONDITIONS:				
BY: De Hurby				
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:				
BY:				
COUNTY ATTORNEY				
F\TRAFFIC\DIW\IPA\Hood Road Amendment				

R2004 2473

# JOINT PROJECT AGREEMENT BETWEEN PÄLM BEACH COUNTY AND COMMUNITIES FINANCE COMPANY, LLC FOR IMPROVEMENTS TO THE MILITARY TRAIL AND HOOD ROAD INTERSECTION

THIS AGREEMENT, made and entered into this day of \_\_\_\_\_\_\_, 2024; by and between:

THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, a

political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and Communities Finance

Company, LLC, a Delaware limited liability company, hereinafter referred to as "CFC".

#### WITNESSETH

WHEREAS, the COUNTY desires to widen Military Trail, a COUNTY road, by adding northbound and southbound dual left turn lanes and a northbound right turn lane at its intersection with Hood Road, hereinafter referred to as "INTERSECTION IMPROVEMENTS"; and

WHEREAS, CFC is constructing a residential development on Hood Road, a COUNTY road, and as a condition of that development, CFC is required by the COUNTY to construct certain improvements to Hood Road, depicted in the plans designed by The Wantman Group, Inc. and reviewed by Palm Beach County as Palm Beach County Project #2001607; and

WHEREAS, the location of the INTERSECTION IMPROVEMENTS is within the project limits of the developers aforementioned Project #2001607; and

WHEREAS, the COUNTY wishes to incorporate the INTERSECTION IMPROVEMENTS into the developers aforementioned Project #2001607 and utilize the same designer and construction contractor for the INTERSECTION IMPROVEMENTS as for Project #2001607; and

WHEREAS, the COUNTY wishes to reimburse CFC for their documented costs of the INTERSECTION IMPROVEMENTS in an amount not to exceed \$180,000; and

WHEREAS, the COUNTY and CFC believe it is in their best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein made, the parties agree as follows:

1. The above recitations are true and correct and are incorporated herein and made a part hereof by this reference.

- 2. CFC agrees to incorporate the INTERSECTION IMPROVEMENTS into the developers plans reviewed by Palm Beach County as Palm Beach County Project #2001607, including design and construction to all appropriate COUNTY standards and specifications.
- 3. The COUNTY agrees to fund the INTERSECTION IMPROVEMENTS including design, contract preparation, bidding, award, construction, contract administration, and inspection pursuant to all applicable state and local laws and regulations. These costs are estimated to be \$140,000, however, the COUNTY shall be responsible for all costs described in this section up to a maximum of \$180,000. In no event shall the COUNTY have any obligation to any other entity or person.
- A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" which are required for each and every reimbursement requested by CFC. Said information shall list each invoice payable by CFC and shall include the vendor invoice number, invoice date and the amount payable to CFC. CFC shall attach a copy of each vendor invoice paid by CFC along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the Program Administrator and the Program Financial Officer for CFC shall certify the total funds payable by CFC on the project and shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by CFC as indicated. Invoices received from CFC will be reviewed and approved by the COUNTY indicating that the expenditures have been made in conformity with requirements of this Agreement. Thereafter, they will be sent to the COUNTY'S Finance Department for final approval and payment. Unless the terms of this Agreement is extended, CFC shall submit all invoices for final payment by December 2005. The COUNTY shall have no obligations for any costs incurred after the above-referenced date.
- 5. This effective date of this Agreement shall be the date of full execution by both parties and upon filing with the Clerk of the Courts for Palm Beach County, Florida.
- 6. CFC shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the project for at least three (3) years after its completion. The COUNTY shall have access to all books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours.

- 7. CFC recognizes that it is an independent contractor and not an agent or servant of the COUNTY. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.
- 8. The COUNTY shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of CFC. Nothing contained herein shall be construed as a waiver, by the COUNTY, of the liability limits established in Section 768.28, Florida Statutes.
- 9. CFC shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of CFC.
- 10. CFC shall maintain and require its Contractor to maintain workers compensation coverage in accordance with Florida Statutes. CFC and Contractor shall carry insurance naming County as an Additional Insured Party with the minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) General Aggregate Insurance and shall carry automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limits. Finally, Contractor and CFC shall provide a Florida Statute Payment and Performance Bond in the amount of Two Million Seven Hundred Nineteen Thousand Dollars and 00/100 (\$2,719,000.00).
- 11. After receipt of payment, CFC shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the contract or negligence by CFC.
- 12. CFC acknowledges that no person, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation, will be excluded

from the benefits of, or will be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

- 13. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice exercising any of its rights.
- 14. Any costs or expenses (including attorney's fees) associated with the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.
- 15. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
- 16. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CFC certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(a).
- 17. All notices required to be given under this Agreement shall be addressed to:

### **COUNTY**

Palm Beach County Traffic Division
Attention: Daniel I. Weisberg, P.E., Director
160 Australian Avenue #303
West Palm Beach, FL 33406

With copy to:

Palm Beach County Attorney's Office
Attention: Marlene Everitt, Assistant County Attorney
301 N. Olive Avenue
West Palm Beach, FL 33401

**CFC** 

Communities Finance Company, LLC
Attention: Roger Dyess, Vice President
11631 Kew Gardens Ave.
Palm Beach Gardens, FL 33410

### With copies to:

WCI Communities, Inc. Attn: Nicole Swartz, Esq. 24301 Walden Center Dr. Bonita Springs, FL 33134

- 18. By entering into this Agreement, CFC and COUNTY represent that each has full right and lawful authority to enter into and perform this Agreement. The validity, interpretation, construction, and effort of this Agreement shall be in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement, which shall remain in full force and effect.
- 19. This Agreement, including attachments hereto, constitutes the entire agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- 20. This Agreement may be amended or modified only by written addendum or amendment signed by the parties and authorized by their respective elected officials.
- 21. CFC will promptly notify the COUNTY of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
- 22. The COUNTY'S performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its governing body for the purposes hereunder.
- 23. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 24. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
- 25. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
- 26. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and

year first above written.

R2004 2473

COMMUNITIES FINANCE COMPANY, LLC BY ITS VICE PRESIDENT

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: Roger Dyess

Tony Masilotti , Chairman

ATTEST:

PAUL ANGELO, ASSISTANT SECRETARY

Paul Angelo

ATTEST:

DOROTHY H. WILKEN, CLERK

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By! Malanok

Approved as to Terms and Conditions

By: Dan Jensby

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