

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: April 7, 2009	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> [ ]	Regular
	<input type="checkbox"/> [ ]	Workshop	<input type="checkbox"/> [ ]	Public Hearing

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**Department:**  
**Submitted By:** Engineering & Public Works  
**Submitted For:** Traffic Division

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to adopt:** a Resolution to approve Amendment Number One to the Joint Participation Agreement with the Florida Department of Transportation (FDOT) for intersection improvements at Okeechobee Boulevard and Tamarind Avenue.

**SUMMARY:** The FDOT and Palm Beach County have partnered together to design signal improvements at the intersection of Okeechobee Boulevard and Tamarind Avenue under a JPA approved on November 29, 2007, with an expiration date of June 30, 2009. This improvement is being done concurrently with the roadway improvement. Approval of this Amendment to the existing JPA will extend the expiration date from June 30, 2009 to December 31, 2009.

District 7 (MRE)

**Background and Justification:** FDOT and Palm Beach County (County) entered into a JPA for signal design, as part of the intersection improvements at Okeechobee Boulevard and Tamarind Avenue. This amendment is necessary to extend the expiration date of the current JPA an additional six months. The County shall be reimbursed up to \$60,000 from FDOT. Upon approval of Amendment One, design shall be completed and accepted by FDOT by December 31, 2009.

**Attachments:**

1. Location Map
  2. Joint Participation Agreement (JPA) Amendment Number One (5)
  3. Resolutions (5)
  4. R2007-1916
- 

Recommended By:	<u>Jan Husby</u>	<u>02/05/09</u> <i>[Signature]</i>
	Division Director	Date

Approved By:	<u>T. W. H.</u>	<u>3/11/09</u>
	County Engineer	Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ <del>*</del>	-0-	-0-	-0-	-0-

# ADDITIONAL FTE

POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

This item has no fiscal impact.

C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

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

\* No additional fiscal impact.

Jim Durl 3/16/09  
OFMB  
3/16/09  
WD  
3/16/09  
CN  
3/12/09  
JD  
3/13/09

Jim J. Jacob 3/17/09  
Contract Dev. and Control  
3/17/09

### B. Approved as to Form and Legal Sufficiency:

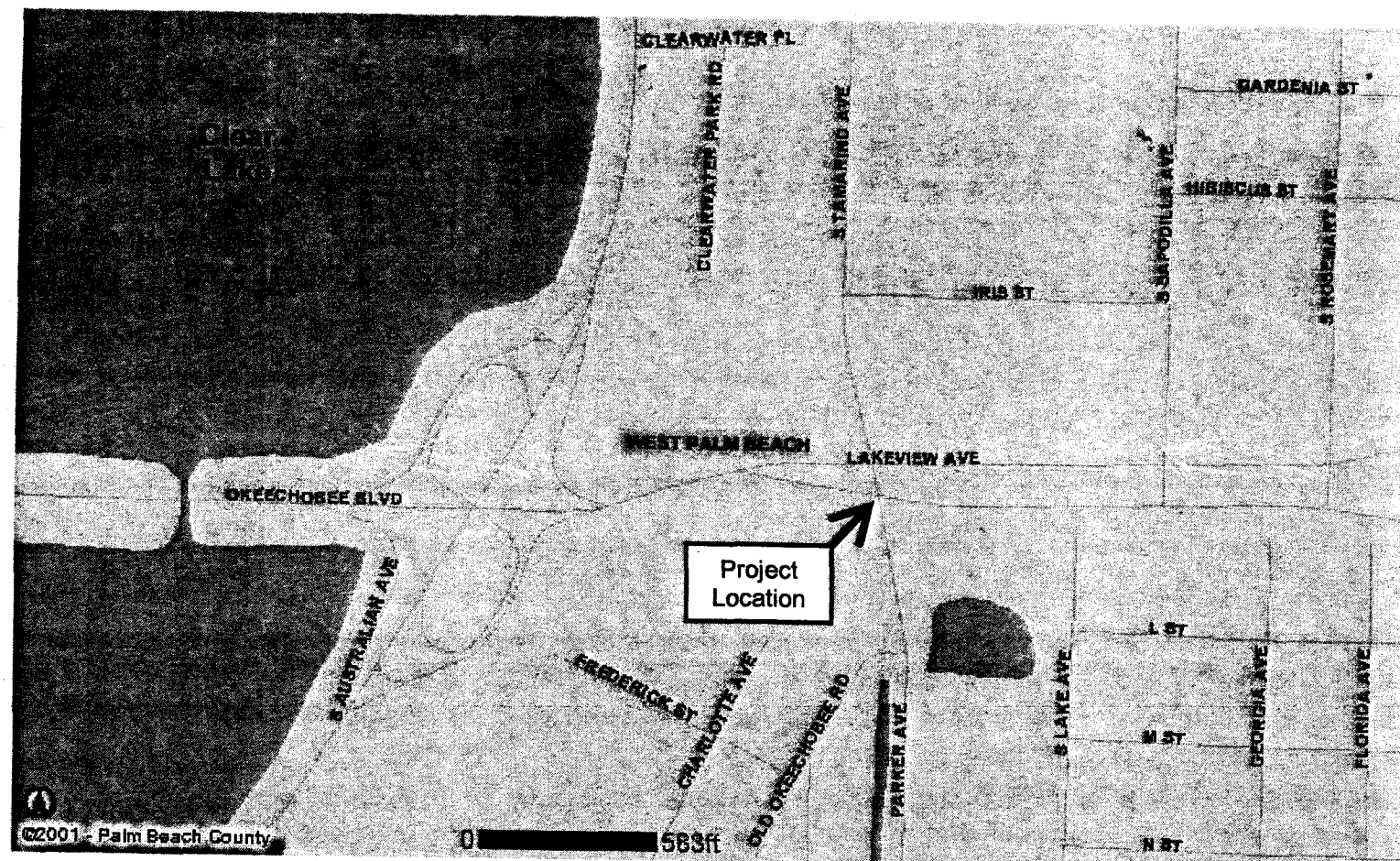
Marlene R. Pitt 3/19/09  
Assistant County Attorney

This amendment complies with  
our review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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



**S.R. 704/OKEECHOBEE BLVD. FROM  
AUSTRALIAN AVE. TO TAMARIND AVE.  
INTERSECTION IMPROVEMENTS**

**Location Map**

**FIGURE**

**1**

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
PALM BEACH COUNTY  
JOINT PARTICIPATION AGREEMENT  
AMENDMENT NUMBER ONE**

**THIS AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and **PALM BEACH COUNTY**, located at **2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411**, hereinafter called the **COUNTY**.

**WITNESSETH**

**WHEREAS**, on **November 29, 2007**, the parties entered into a Joint Participation Agreement, hereinafter referred to as the **AGREEMENT**, wherein the **PARTICIPANT** agreed to provide certain improvements in connection with the **Design of the Intersection Signal at SR-704/Okeechobee Boulevard and Tamarind Avenue in Palm Beach County, Florida** for **FM# 229755-1-38-01** and hereinafter referred to as **PROJECT**; and

**WHEREAS**, the parties desire to amend the **AGREEMENT**; and

**WHEREAS**, the parties hereto mutually agree that this Amendment is in their best interest;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend the Agreement dated **November 29, 2007**, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph 13, page 3 of 6 is amended to read as follows: Except as otherwise set forth herein, this **AGREEMENT** shall continue in effect and be binding on both the **COUNTY** and the **DEPARTMENT** until the Project is completed as evidenced by the written acceptance of the **DEPARTMENT** or **December 31, 2009**, whichever occurs first.

All provisions, covenants, terms and conditions of the **AGREEMENT** between the parties theretofore entered into of **November 29, 2007**, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this AMENDMENT to be executed by the parties below for the purposes specified herein. Authorization has been give to enter into and execute this Amendment by Resolution No. \_\_\_\_\_, hereto attached.

PALM BEACH COUNTY, FLORIDA  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA  
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: JOHN F. KOONS  
TITLE: CHAIRMAN  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
ROSIELYN QUIROZ  
DIRECTOR OF TRANSPORTATION SUPPORT

ATTEST:  
SHARON R. BROCK, CLERK & COMPTROLLER

APPROVED: (AS TO FORM)

\_\_\_\_\_  
CLERK OR DEPUTY CLERK (SEAL)

BY: \_\_\_\_\_  
DISTRICT GENERAL COUNSEL

APPROVED AS TO FORM AND:  
LEGAL SUFFICIENCY:

APPROVED:

BY: \_\_\_\_\_  
COUNTY ATTORNEY

BY: \_\_\_\_\_  
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: Jan Neisberg

**RESOLUTION NO. R-2009-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, AUTHORIZING EXECUTION OF AMENDMENT NUMBER ONE TO A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND PROVIDING WHEN THIS RESOLUTION WILL TAKE EFFECT.**

**WHEREAS**, the State of Florida Department of Transportation (FDOT) and Palm Beach County desire to amend a Joint Participation Agreement (JPA) entered into on November 29, 2007 by both parties, and;

**WHEREAS**, this Amendment to the Agreement involves FDOT funding the signal design as part of intersection improvements on Okeechobee Boulevard (SR 704) and Tamarind Avenue, by Palm Beach County, and;

**WHEREAS**, the State of Florida has requested Palm Beach County to execute and deliver to the State of Florida Department of Transportation, the First Amendment to the Agreement.

**NOW, THEREFORE BE IT RESOLVED BY THE** Board of County Commissioners of Palm Beach County, Florida, that the Chairperson is hereby authorized to execute, and deliver to the State of Florida Department of Transportation, the First Amendment to the aforementioned JPA.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein, and will take effect upon adoption.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote as follows:

COMMISSIONER JOHN F. KOONS, CHAIRMAN	-
COMMISSIONER BURT AARONSON, VICE CHAIRMAN	-
COMMISSIONER KAREN T. MARCUS	-
COMMISSIONER SHELLEY VANA	-
COMMISSIONER STEVEN L. ABRAMS	-
COMMISSIONER JESS R. SANTAMARIA	-
COMMISSIONER ADDIE L. GREENE	-

The Chairperson thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Attest: \_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

\_\_\_\_\_  
Assistant County Attorney

SHARON R. BOCK,  
CLERK & COMPTROLLER  
CIRCUIT COURT

BY: \_\_\_\_\_  
Deputy Clerk

Contract No.: \_\_\_\_\_  
 FM Nos.: 229755-1-38-01  
 FEID No.: VF-596-000-743

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
 JOINT PARTICIPATION AGREEMENT

R2007 1916 NOV 06 2007

THIS Joint Participation Agreement (hereinafter referred to as "AGREEMENT"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, located at 2300 WEST JOG ROAD, WEST PALM BEACH, FLORIDA, 33406, hereinafter referred to as the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY make certain enhancements in connection with Financial Management (FM) Number 229755-1-38-01 (Funded in Fiscal Year 2007/2008) for:

1. The Design of signal modifications is a result of the proposed construction of left turn lanes and a fourth thru lane in each direction on Okeechobee Boulevard from Australian Avenue to Tamarind Avenue, and the addition of a second left turn lane on the west approach at the intersection of Okeechobee Boulevard and Tamarind Avenue in Palm Beach County, Florida. Refer to Exhibit "A", Scope of Services attached hereto and made of part hereof; and,

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



4. 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 extra cost.
5. 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.
6. The **COUNTY** shall be paid for all services detailed in Exhibit A of this Agreement. The **DEPARTMENT** will pay the **COUNTY** an amount not to exceed **SIXTY THOUSAND DOLLARS AND NO CENTS (\$60,000.00)** which will be invoiced and paid based on the percentage of completion of the **PROJECT**, for actual cost incurred as detailed in progress reports. The **COUNTY** will invoice the **DEPARTMENT** on a quarterly basis.

The **COUNTY** will comply with the Federal and State Audit provisions set forth in **Exhibit "B"** which are attached hereto and made part of this Agreement.
7. The **COUNTY** must submit the final invoice to the **DEPARTMENT** within 180 days after the final acceptance of the Project. Invoices submitted after the 180 days time period will not be paid.
8. 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.
9. In the event the **PROJECT** costs or **PROJECT** modifications increase or exceed the amount authorized in paragraph 6, 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 an Amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the **COUNTY** and the **DEPARTMENT** fail to negotiate an Amendment for any reason whatsoever, then the increase in the **PROJECT** costs will be the sole responsibility of the **COUNTY**.
10. In the event it becomes necessary for the **DEPARTMENT** or **COUNTY** to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
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** or **June 30, 2009**, whichever occurs first.
14. 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 Statutes.
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. **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, unless the **COUNTY** requests payment. Invoices that have to be returned to the **COUNTY** because of **COUNTY** preparation errors will result in a delay in the payment. 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 Department of Financial Services' Hotline at 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. With respect to any of the **COUNTY'S** agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The **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 State of Florida.
25. The **COUNTY** 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.
26. 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.
27. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

**If to the DEPARTMENT:**

Florida Department of Transportation - District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: **Leos A. Kennedy, Jr.**  
With a copy to: **John Olson**  
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: **Ms. Ali Sardinias**  
With A Copy to: **Ms. Marlene Everitt,**  
**Assistant County Attorney**  
**301 N. Olive Avenue, 6<sup>th</sup> Floor**  
**West Palm Beach, FL 33401**

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. \_\_\_\_\_, hereto attached.

**PALM BEACH COUNTY, Florida, A**  
**Political Subdivision of the State of Florida**  
**BOARD OF COUNTY COMMISSIONERS**

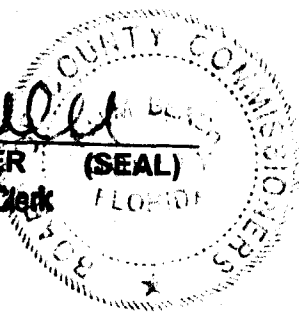
**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

BY: *Addie L. Greene*  
NAME: ADDIE GREENE  
TITLE: CHAIR  
\_\_\_\_\_ day of NOV 06 2007, 20\_\_\_\_  
R2007 1916

BY: \_\_\_\_\_  
ROSIELYN QUIROZ  
DIRECTOR OF TRANSPORTATION SUPPORT

ATTEST:  
SHARON R. BOCK

APPROVED: (AS TO FORM)

*Sharon Poullet*  
CLERK & COMPTROLLER (SEAL)  
CIRCUIT COURT Deputy Clerk  


BY: \_\_\_\_\_  
DISTRICT GENERAL COUNSEL

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED:

BY: *Marlene R. Pletts*  
COUNTY ATTORNEY

BY: \_\_\_\_\_  
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: *Dan Weisberg*  
DAN WEISBERG, DIRECTOR  
TRAFFIC ENGINEERING

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The **COUNTY** will provide a complete Roadway Contract Plan Set for the planned improvements at SR-704 (Okeechobee Blvd.) and Tamarind Ave. (**PROJECT**) under FM# 229755-1. The scope of the project will include, but not be limited to the design of signal modifications as a result of the proposed construction of left turn lanes and a fourth thru lane in each direction on Okeechobee Boulevard from Australian Avenue to Tamarind Avenue, and the addition of a second left turn lane on the west approach at the intersection of Okeechobee Boulevard and Tamarind Avenue.

The **COUNTY** will submit plan sets to the **DEPARTMENT** for review at Initial Engineering, Final Bidability, and Production Complete. The design shall be produced to **DEPARTMENT** standards using the current editions of the FDOT Standard Indexes and FDOT Plans Preparation Manual. Said **PROJECT** shall be certified to be in conformance with the approved plans and specifications by a responsible Project Engineer.

The **COUNTY** is responsible for obtaining all necessary permits from the **DEPARTMENT**, local governments, and permitting agencies and utility relocation schedules and agreements.

The **COUNTY** shall be responsible for coordinating, preparing, holding all project public involvement meetings per **DEPARTMENT** guidelines and procedures.

The **COUNTY** shall design the project to lie within existing right-of-way. If the **COUNTY** expands the **PROJECT** to include features outside the existing right-of-way, it shall be the **COUNTY'S** responsibility to provide design requirements, documents and legal descriptions to the **DEPARTMENT** for the **DEPARTMENT** to acquire the properties using the funds in the Work Program under FM No. 229755-1.

The **COUNTY** must submit the following documents for **DEPARTMENT** review with Initial Engineering review:

- a) Approved Community Awareness Plan (Level 2)
- b) FDOT General Permit
- c) Conceptual Traffic Control Plans
- d) Coordination with Stakeholders Plan
- e) Design Report (project description, design criteria used, etc.)

The **COUNTY** must submit the following documents for **DEPARTMENT** review with the Final Bidability submittal:

- a) Copies of all permits from applicable agencies.
- b) Copies of signed maintenance agreements from the City of West Palm Beach for lighting and landscaping.
- c) Signed Utility Relocation Schedules and Agreements.
- d) Certification that all proposed construction is within existing or previously obtained roadway R/W.

The **COUNTY** shall provide the following documents with the Production Complete Submittal:

- a) Signed and sealed plans and specifications
- b) Invoices indicating payment for the work completed in accordance with this Agreement.
- c) Certification of compliance with the requirements of this Agreement signed by a Florida registered P.E.
- d) Records of compliance with approved Coordination with Stakeholders Plan and Community Awareness Plan