

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 7, 2009 Consent Regular
 Workshop Public Hearing

Department:
Submitted By: Engineering & Public Works
Submitted For: Streetscape Section

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **Adopt** a Resolution to execute a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for FDOT funding for Palm Beach County's (County) installation of irrigation and landscape on State Road 7 from Palmetto Park Road to Glades Road; and
- B) **Approve** a Budget Amendment of \$200,000 in the Transportation Improvement Fund to recognize reimbursement from FDOT and appropriate it to SR7/ Palmetto Park Road to Glades Road

SUMMARY: FDOT agrees to provide the County up to \$200,000 as 100% reimbursement funding for the County's installation of irrigation and landscape in the medians of State Road 7 from Palmetto Park Road to Glades Road. This maximum reimbursement funding amount is in excess of the estimated cost to construct the project; therefore, the project can be built at no cost to the County. The JPA requires that all work be completed by the County and accepted by FDOT no later than December 31, 2011. **No. matching funds are required.**


District 5 (MRE)

Background and Justification: This section of State Road 7 was landscaped with "Trees Only" in the late 1990s and is currently maintained by the County. The County's Only Trees, Irrigation and Sod Roadway Beautification Master Plan includes this section of State Road 7. The addition of irrigation, drought tolerant sod and replacement trees will complete this segment. FDOT has advised the County of their intent to provide up to \$400,000, which is subject to funding, in 100% grant funding for similar improvements on State Road 7 from the Broward County line to Palmetto Park Road, as a second phase, in the next Fiscal Year.

Attachments:

- 1. Location Sketch
- 2. Resolution
- 3. Joint Participation Agreement
- 4. Budget Amendment

Recommended by:  5/27/09 
 Division Director Date

Approved By:  6/15/09
 County Engineer Date

F:\Median\Agenda Items\AISStateRoadJPA7052609doc

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$200,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$200,000>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
 Budget Acct No.: Fund __ Dept. __ Unit __ Object __
 Program

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

Transportation Improvement Fund
 State Grant-Other Transportation
 SR7/Palmetto Park Rd to Glades Rd (OTIS)

No matching funds are required for this agreement.

C. Departmental Fiscal Review: Adwillhite

III. REVIEW COMMENTS

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

MC 6/24/09
 (ND) OFMB 6/22/09 CP 6/16/09
 6/22/09

John J. ... 6/25/09
 Contract Dev. and Control
 6/25/09

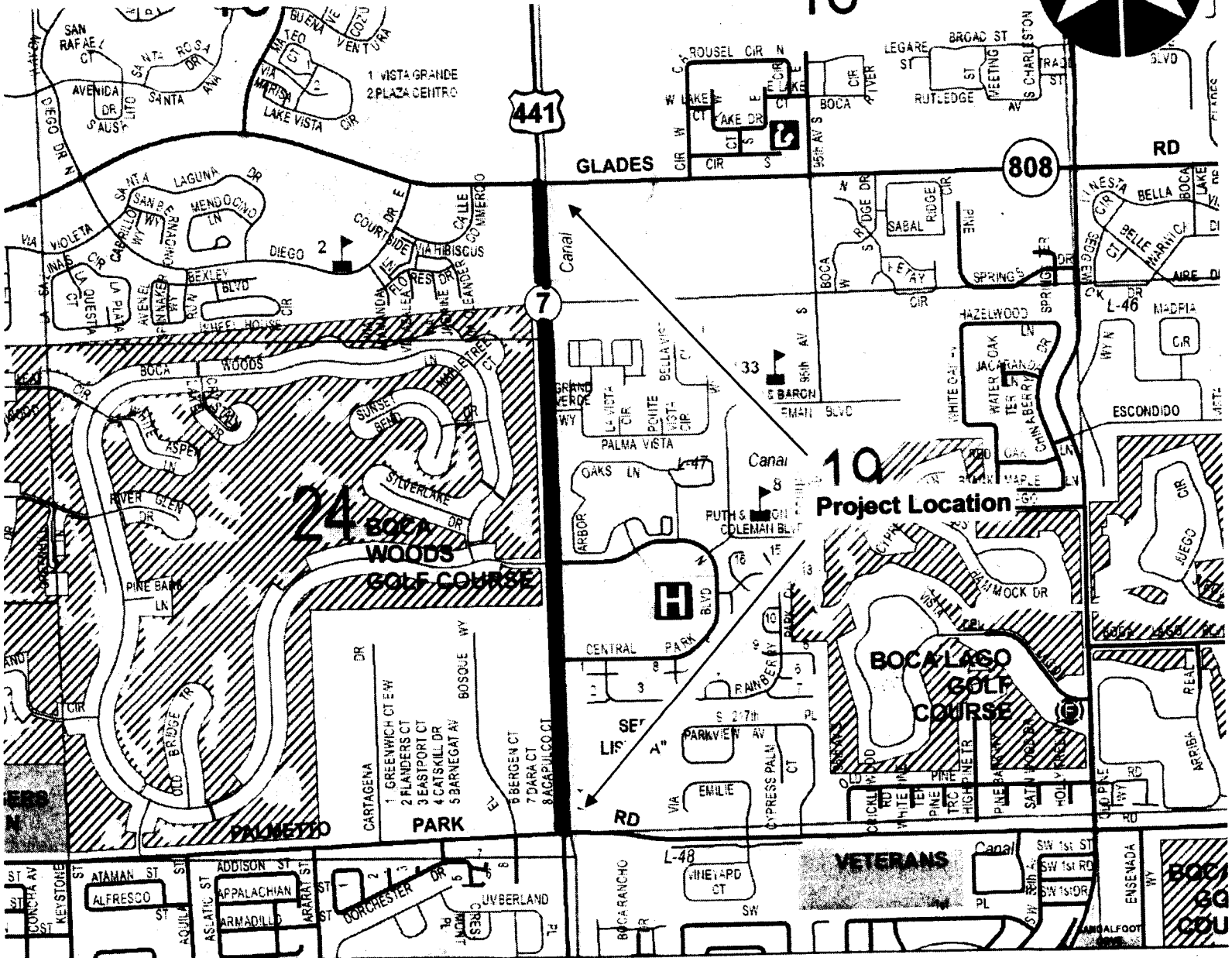
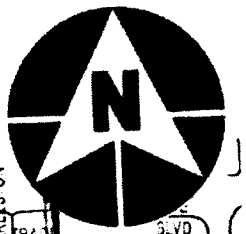
This contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

Margaret R. ... 6/30/09
 Assistant County Attorney

C. Other Department Review:

 Department Director



LOCATION SKETCH

RESOLUTION NO. R-2009-

**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, Palm Beach County (COUNTY) wishes to enter into a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for FDOT's reimbursement funding for COUNTY's installation of irrigation and landscape improvements on State Road 7 from Palmetto Park Road to Glades Road (SR 808); and

WHEREAS, this section of State Road 7 is under the jurisdiction of FDOT.

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

1. The forgoing recitals are hereby reaffirmed and ratified.
2. The Chairman (or Vice Chairman) is hereby authorized to execute the JPA on behalf of the COUNTY.

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 was 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	-
District 7	-

The Chair thereupon declared this Resolution duly passed and adopted this _____
Day of _____, 2009.

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

SHARON R. BOCK, CLERK
AND COMPTROLLER

BY: _____
DEPUTY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
ASSISTANT COUNTY
ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT
CONTRACT NUMBER _____

THIS Agreement entered into this _____ day of _____ 200____, by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT**, and the **County of Palm Beach**, a political subdivision of the State of Florida, located at **2300 North Jog Road, West Palm Beach, Florida 33411**, hereinafter called the **PARTICIPANT**.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT make certain improvements in connection with **Financial Management (FM) Number 426013-1-58-01** for landscape, hardscape and/or irrigation improvements at **State Road SR 7 (US 441) from Palmetto Park Road (M.P. 1.485) to SR 808 (Glades Road) (MP 2.751) Phase I Palm Beach County, Florida**. Refer to Exhibit "A" for a detailed Scope of services and Exhibit "B" for a set of Production Plans attached hereto and made a part hereof; and,

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

WHEREAS, the PARTICIPANT by 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 PARTICIPANT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under the Agreement.
3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the PARTICIPANT at no extra cost.
4. The PARTICIPANT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The PARTICIPANT will make best efforts to obtain the DEPARTMENT'S input in its decisions.
5. The total cost of the Project is estimated at **Two Hundred Thousand Dollars and No Cents (\$200,000.00)**. The DEPARTMENT agrees to pay one hundred percent (100%) of the total actual cost of the Project, up to a maximum amount of **Two Hundred Thousand**

Dollars and No Cents (\$200,000.00). The balance of the Project cost shall be paid by the **PARTICIPANT**. The **PARTICIPANT** acknowledges and agrees that the **DEPARTMENT'S** obligation to make payment under the **AGREEMENT** is contingent upon an annual appropriation by the Florida legislature.

6. The **PARTICIPANT** will comply with the Federal and/or State Audit provisions set forth in Exhibit "C" and Exhibit "D" which are attached hereto and made part of this Agreement.
7. The **PARTICIPANT** must obtain an FDOT permit before the **PARTICIPANT** may proceed with construction of the Project.
8. Upon certification of Project completion the **PARTICIPANT** 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.
9. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the **PARTICIPANT** under any circumstances without the prior written consent of the **DEPARTMENT**. However, this Agreement shall run to the **DEPARTMENT** and its successors.
10. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the **PARTICIPANT** and the **DEPARTMENT** until the Project is accepted in writing by the **DEPARTMENT'S** Project Manager as complete, or **December 31, 2011**, whichever occurs first.
11. 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 334.004(29), Florida Statutes**.
12. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the 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 **PARTICIPANT** promptly when work is subsequently performed.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. **PARTICIPANT** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. 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.

15. If a payment is not available within 40 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 PARTICIPANT. Interest penalties of less than one (1) dollar will not be enforced unless the PARTICIPANT requests payment. Invoices that have to be returned to a PARTICIPANT because of PARTICIPANT 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.
16. 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) 413-5516 or by calling the Department of Financial Services Hotline at 1-877-693-5236..
17. 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 include the PARTICIPANT'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.
18. 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."
19. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
20. With respect to any of the PARTICIPANT'S agents, consultants, sub consultants, contractors and / or sub contractors, such party in any contract for this Project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims,

demands, liabilities and suits of any nature arising out of, because of, or due to any intentional and / or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and / or sub contractors. The PARTICIPANT 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 does not cover or indemnify the DEPARTMENT for its own negligence.

21. This Agreement is governed by and construed in accordance with the laws of the State of Florida. In the event it becomes necessary for the DEPARTMENT or PARTICIPANT 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 such litigation shall be in Broward County, Florida.
22. 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 except the State Highway Landscape Maintenance and Compensation Agreement between the DEPARTMENT and the PARTICIPANT dated November 19, 2003 and is included as Exhibit E. 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.
23. 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:

State of Florida Department of Transportation
Planning & Environmental Management
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention: Elisabeth A. Hassett, R.L.A.
FDOT District IV Landscape Architect
A second copy to: District General Counsel

If to the PARTICIPANT:

County of Palm Beach
2300 North Jog Road
Palm Beach, Florida 33411
Attention: Mr. Andrew S. Hertel
With a copy to: County Attorney

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

AGENCY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION


By: _____
Chairman

By: _____
Transportation Development Director

Attest: _____ (SEAL)
Clerk

Approval _____ Date _____
Attorney

Approval as to Form _____ Date _____
District General Counsel


Approved as to terms and conditions

**EXHIBIT A
SCOPE OF SERVICES**

The **PARTICIPANT (County of Palm Beach)** agrees to make certain landscape improvements for, **State Road SR 7 (US 441) from Palmetto Park Road (M.P. 1.485) to SR 808 (Glades Road) (MP 2.751) Palm Beach County, Florida** and will subsequently furnish, construct, and inspect the landscape, hardscape, and/or irrigation as shown in the plans and specifications prepared by **George G. Gentile, FASLA of Gentile, Holloway, O'Mahoney**. 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 Department Design Standard 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 **PARTICIPANT'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 secure a permit from the **DEPARTMENT** prior to the commencement of any work. The Engineer of Record (EOR) shall meet with Permit Staff prior to permit application and provide the local maintenance office located at, 7900 Forest Boulevard, West Palm Beach, Florida 33413 (561-434-3903) a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **PARTICIPANT** shall notify the local maintenance office 48 hours prior to the start of the Project.
- 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.

EXHIBIT B
PROJECT PLANS

Please see attached plans prepared by:

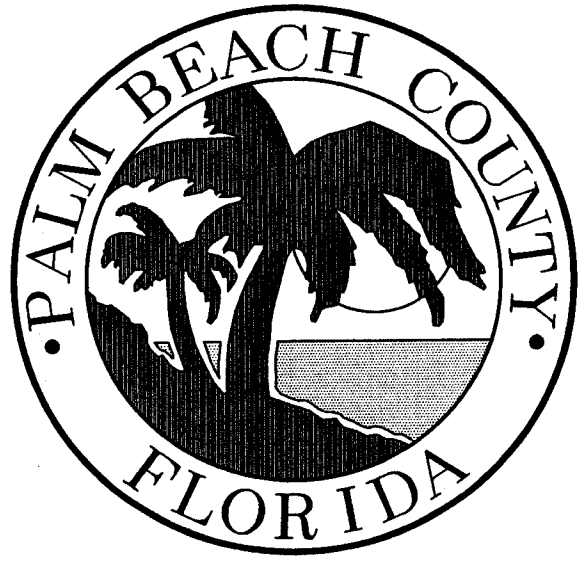
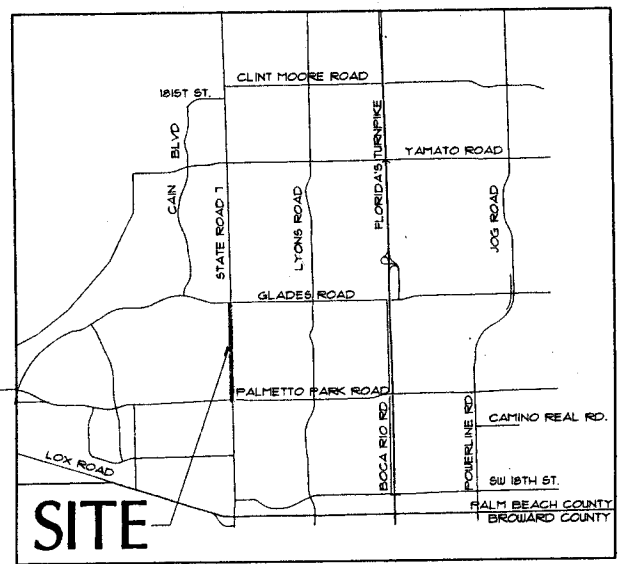
George G. Gentile, FASLA/Gentile, Holloway, O'Mahoney

Dated: January 20, 2009

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

Plans of:
Irrigation Improvements for:
STATE ROAD 7
Palmetto Park Road to Glades Road
45 M.P.H. DESIGN SPEED

Location Map



Index of Drawings

Sheet No.	Description
Index	Index of Drawings
IR-1 - IR-12	Irrigation Plans
IR-13 - IR-14	Irrigation Details

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

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE OFFICE OF THE PALM BEACH COUNTY ENGINEER AND THE PALM BEACH COUNTY STREETSCAPE STANDARDS MANUAL DATED AUGUST 1999 INCLUDING REVISIONS DATED APRIL 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 ATTENTION OF THE LANDSCAPE ARCHITECT AND/OR OWNER WHO SHALL COORDINATE THE NECESSARY FIELD ADJUSTMENTS REQUIRED.

LANDSCAPE ARCHITECT
OF RECORD:

JAN 20 2009

GEORGE G. GENTILE, FASLA LA00000930
CERTIFICATION OF AUTHORIZATION NO. LC000011

JAN 20 2009

REVISIONS			
DATE	BY	DESCRIPTION	DATE



Gentle & Hokeney, Inc.
Professional Engineers
1000 S. W. 10th St., Suite 200
West Palm Beach, Florida 33411
(561) 833-1100

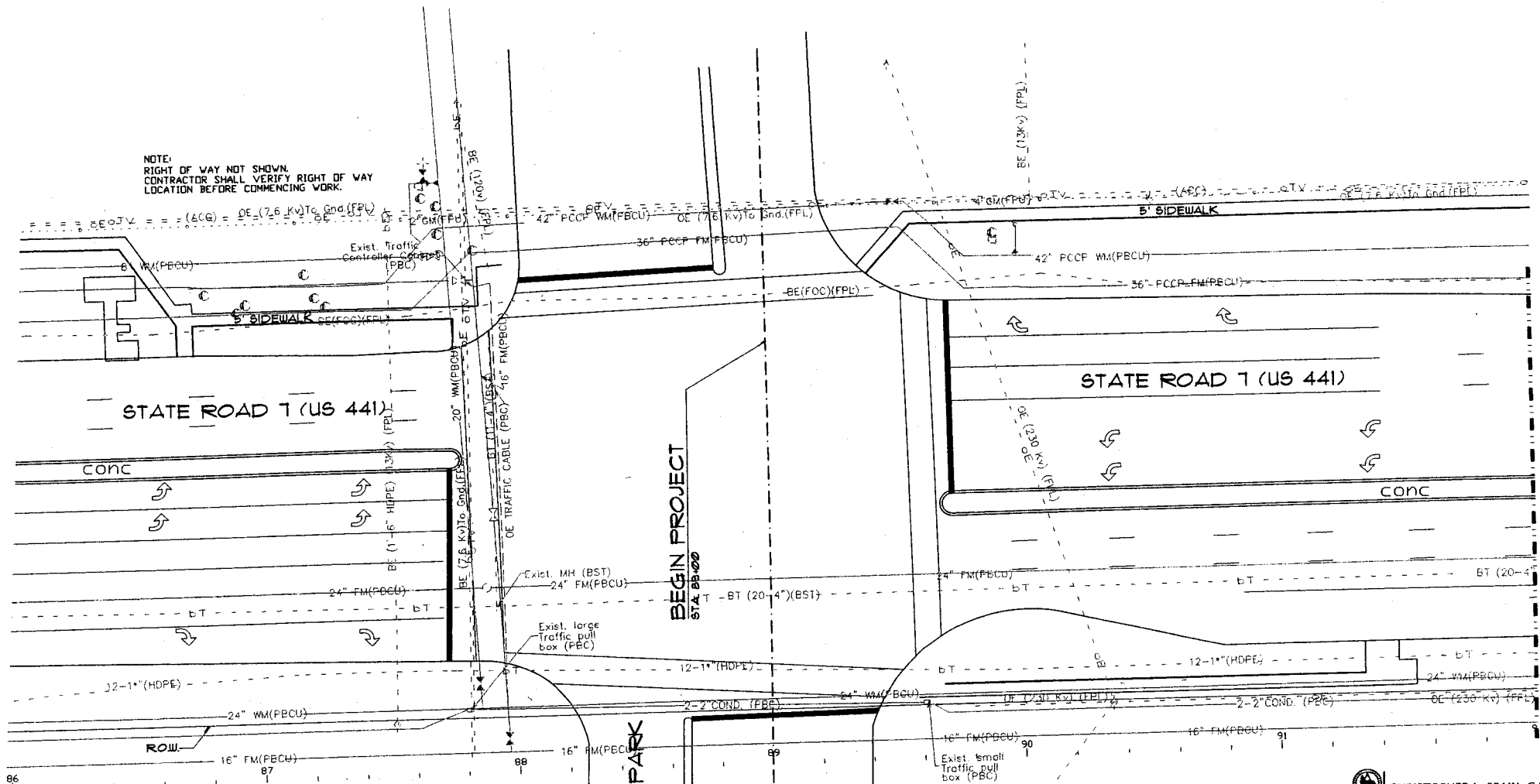


PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
WEST PALM BEACH, FLORIDA
(561) 833-1100

STATE ROAD 7

INDEX

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



CALL 48 HOURS
BEFORE YOU DIG

IT'S THE LAW!
1-800-432-4770




SUNSHINE STATE ONE CALL OF FLORIDA, INC.

PALMETTO PARK
ROAD

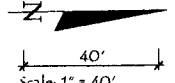
BEGIN PROJECT
STA. 89+00

NO IRRIGATION THIS SHEET

CHRISTOPHER L. SPAIN, C.I.D.
4213 NE Skyline Drive, West Palm Beach, Florida 33407
Phone (561) 734-1816 Fax (561) 734-1817



JAN 20 2009



Scale: 1" = 40'

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



Castle & O'Malley
ENGINEERING AND PUBLIC WORKS
1111 S. W. 11th St.
West Palm Beach, FL 33411
Tel: 561-832-8800
Fax: 561-832-8801



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETS&APE SECTION
WEST PALM BEACH, FLORIDA
(561) 884-1100

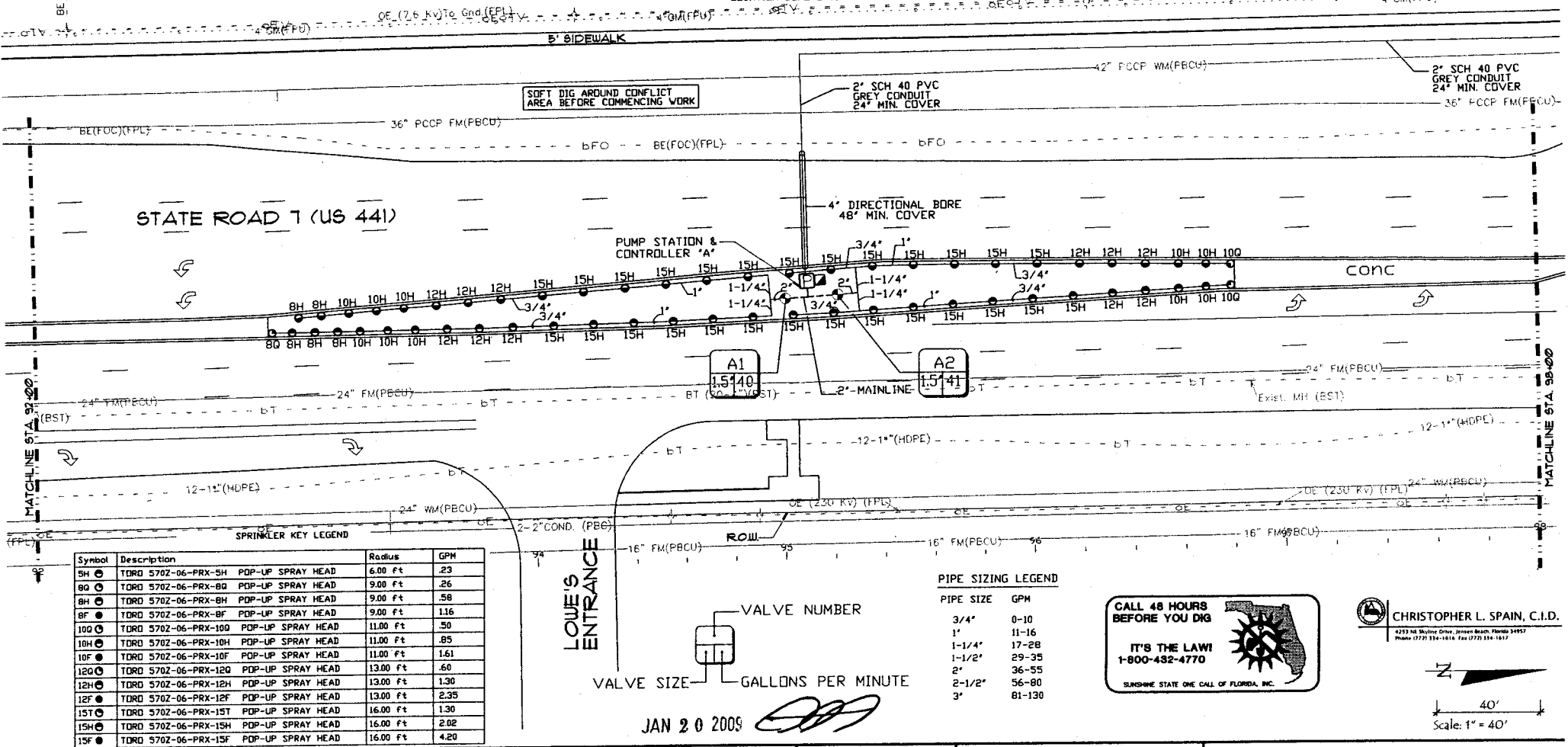
STATE ROAD 7

IRRIGATION PLAN
STA. 89+00 THRU STA. 92+00

- NOTES:
1. THE IRRIGATION SYSTEM HEAD LAYOUT IS DESIGNED AND SHALL BE INSTALLED AND MAINTAINED TO MINIMIZE OVERSPRAY ONTO ROADWAYS. AFTER THE SYSTEM IS FLUSHED AND NOZZLED, THE ARCS SHALL BE SET TO MINIMIZE OVERSPRAY AND THE FLOW CONTROL/PRESSURE REGULATOR ON THE ZONE CONTROL VALVE SHALL BE ADJUSTED DOWN TO PREVENT ANY MISTING OR FOGGING. TO PRODUCE DROPLETS OF WATER TO MINIMIZE THE EFFECT OF THE WIND THEREBY LIMITING OVERSPRAY AND WATER WASTE. CONTROLLER PROGRAMMING SHALL BE SET SO AS NOT TO ALLOW THE IRRIGATION TO CREATE ANY RUN OFF WHICH COULD CREATE WATER ON THE ROAD.
 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 BREAK OR BROKEN OFF HEAD OR NOZZLE, THE COMPONENT SHALL BE REPAIRED/REPLACED/CAPPED, OR ZONE TURNED OFF FROM AUTOMATIC OPERATION AS SOON AS POSSIBLE.
 3. THE DESIGNER DOES NOT WARRANT 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 "SUNSHINE STATE ONE CALL" AT (800) 432-4770 TO VERIFY UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO DIGGING. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT/LOCATE OTHER UTILITIES NOT SUBSCRIBING TO "SUNSHINE STATE ONE CALL". ALSO CALL (561) 641-3429, PALM BEACH COUNTY UTILITIES OR APPLICABLE LOCAL UTILITY AGENCY TO VERIFY LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITY COMPANIES AND RELEVANT GOVERNMENT DEPARTMENTS AND ENSURING ALL UTILITIES LOCATED ABOVE, ON, 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

5. THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE PALM 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 WITH THESE STANDARDS. THE CONTRACTOR SHALL REFER TO THESE STANDARDS FOR COMPLETE REQUIREMENTS.
6. CONTRACTOR SHALL ADHERE TO MINIMUM 6' CLEAR ZONE, MEASURED FROM CLOSEST OUTSIDE EDGE OF GUTTER, SUCH THAT ALL ABOVE GRADE EQUIPMENT INSTALLATIONS WILL BE OUTSIDE OF CLEAR ZONE.
7. LOCATE SPRINKLER HEADS 12" FROM BACK OF CURB. LOCATE IRRIGATION VALVE BOXES A MINIMUM 18" FROM BACK OF CURB.
8. ANY WORKERS, WORKED PERFORMED, EQUIPMENT, ECT. WITHIN THE TRAVEL WAY MUST HAVE A MAINTENANCE OF TRAFFIC PER F.D.O.T. INDEX IN PLACE PRIOR TO COMMENCING WORK.
9. ALL DAMAGED OCCURRED BY THE CONTRACTOR SHALL BE REPLACED PER PALM BEACH COUNTY AND/OR F.D.O.T. STANDARDS.

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



SPRINKLER KEY LEGEND

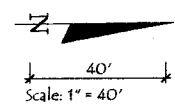
Symbol	Description	Radius	GPM
5H	TORD 5702-06-PRX-5H PDP-UP SPRAY HEAD	6.00 Ft	.23
80	TORD 5702-06-PRX-80 PDP-UP SPRAY HEAD	9.00 Ft	.26
8H	TORD 5702-06-PRX-8H PDP-UP SPRAY HEAD	9.00 Ft	.58
8F	TORD 5702-06-PRX-8F PDP-UP SPRAY HEAD	9.00 Ft	1.16
100	TORD 5702-06-PRX-100 PDP-UP SPRAY HEAD	11.00 Ft	.50
10H	TORD 5702-06-PRX-10H PDP-UP SPRAY HEAD	11.00 Ft	.85
10F	TORD 5702-06-PRX-10F PDP-UP SPRAY HEAD	11.00 Ft	1.61
120	TORD 5702-06-PRX-120 PDP-UP SPRAY HEAD	13.00 Ft	.60
12H	TORD 5702-06-PRX-12H PDP-UP SPRAY HEAD	13.00 Ft	1.30
12F	TORD 5702-06-PRX-12F PDP-UP SPRAY HEAD	13.00 Ft	2.35
15T	TORD 5702-06-PRX-15T PDP-UP SPRAY HEAD	16.00 Ft	1.30
15H	TORD 5702-06-PRX-15H PDP-UP SPRAY HEAD	16.00 Ft	2.02
15F	TORD 5702-06-PRX-15F PDP-UP SPRAY HEAD	16.00 Ft	4.20

PIPE SIZING LEGEND

PIPE SIZE	GPM
3/4"	0-10
1"	11-16
1-1/4"	17-28
1-1/2"	29-35
2"	36-55
2-1/2"	56-80
3"	81-130

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

CHRISTOPHER L. SPAIN, C.I.D.
4251 NE Skyline Drive, Jensen Beach, Florida 34957
Phone (772) 336-1616 Fax (772) 336-1617



LOWE'S ENTRANCE

VALVE NUMBER

VALVE SIZE

GALLONS PER MINUTE

JAN 20 2009

REVISIONS

NO.	BY	DATE	DESCRIPTION

STATE ROAD 7

IRRIGATION PLAN

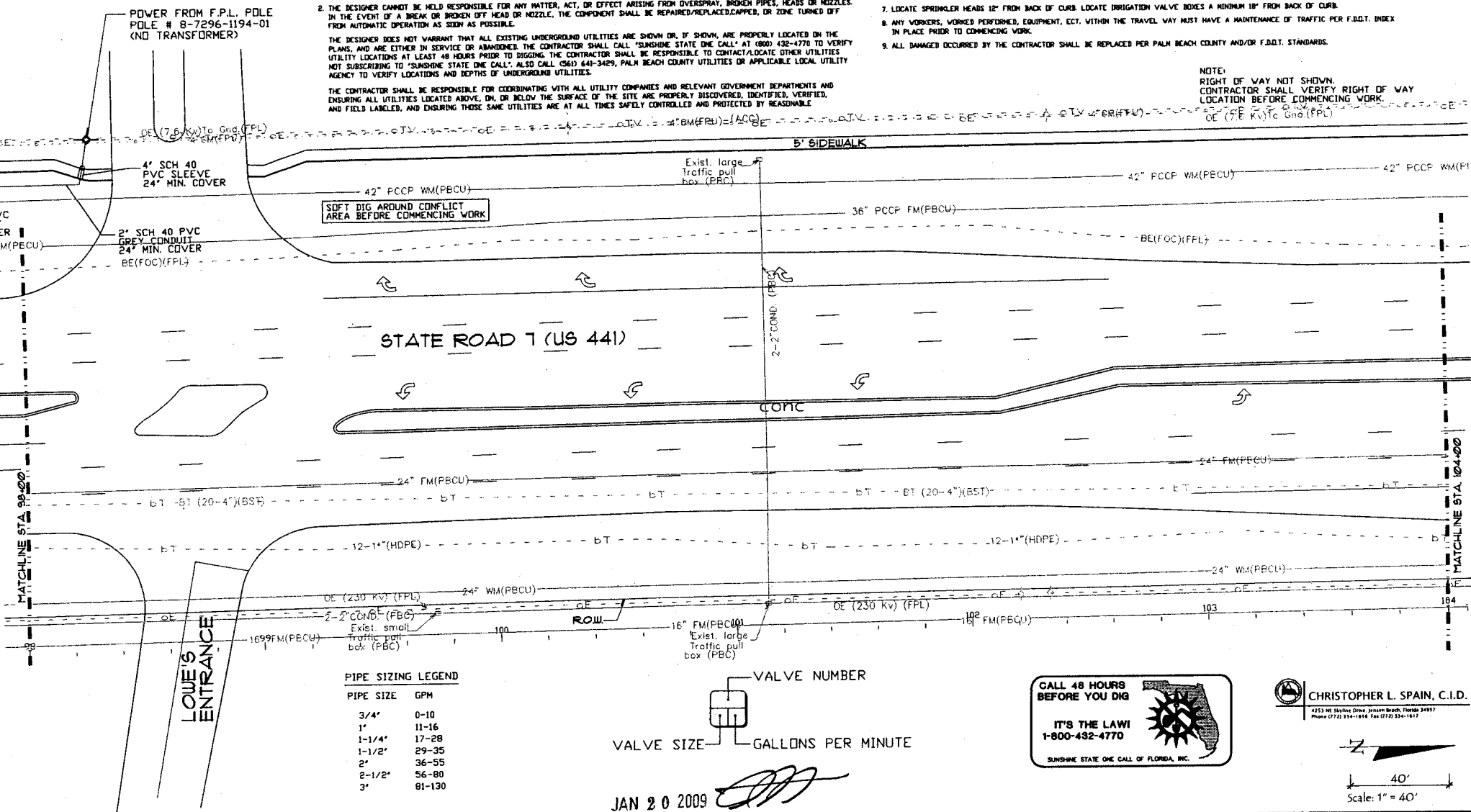
STA. 92.00 THRU STA. 98.00

NOTES:

- THE IRRIGATION SYSTEM HEAD LAYOUT IS DESIGNED AND SHALL BE INSTALLED AND MAINTAINED TO MINIMIZE OVERSPRAY ONTO ROADWAYS. AFTER THE SYSTEM IS FLUSHED AND NOZZLED, THE ARCS SHALL BE SET TO MINIMIZE OVERSPRAY AND THE FLOW CONTROL/PRESSURE REGULATOR ON THE ZONE CONTROL VALVE SHALL BE ADJUSTED DOWN TO PREVENT ANY MISTING OR FOGGING. TO PRODUCE DRIPLETS OF WATER TO MINIMIZE THE EFFECT OF THE WIND THEREBY LIMITING OVERSPRAY AND WATER WASTE. CONTROLLER PROGRAMMING SHALL BE SET SO AS NOT TO ALLOW THE IRRIGATION TO CREATE ANY RUN OFF WHICH COULD CREATE WATER ON THE ROAD.
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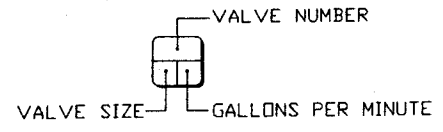
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PIPE SIZING LEGEND

PIPE SIZE	GPH
3/4"	0-10
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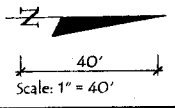
CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW!
 1-800-432-4770

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

CHRISTOPHER L. SPAIN, C.I.D.

4253 NE Skyline Drive, Jensen Beach, Florida 34957
 Phone (772) 334-1818 Fax (772) 334-1817



JAN 20 2009

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

STATE ROAD 7

IRRIGATION PLAN
 STA. 98+00 THRU STA. 104+00

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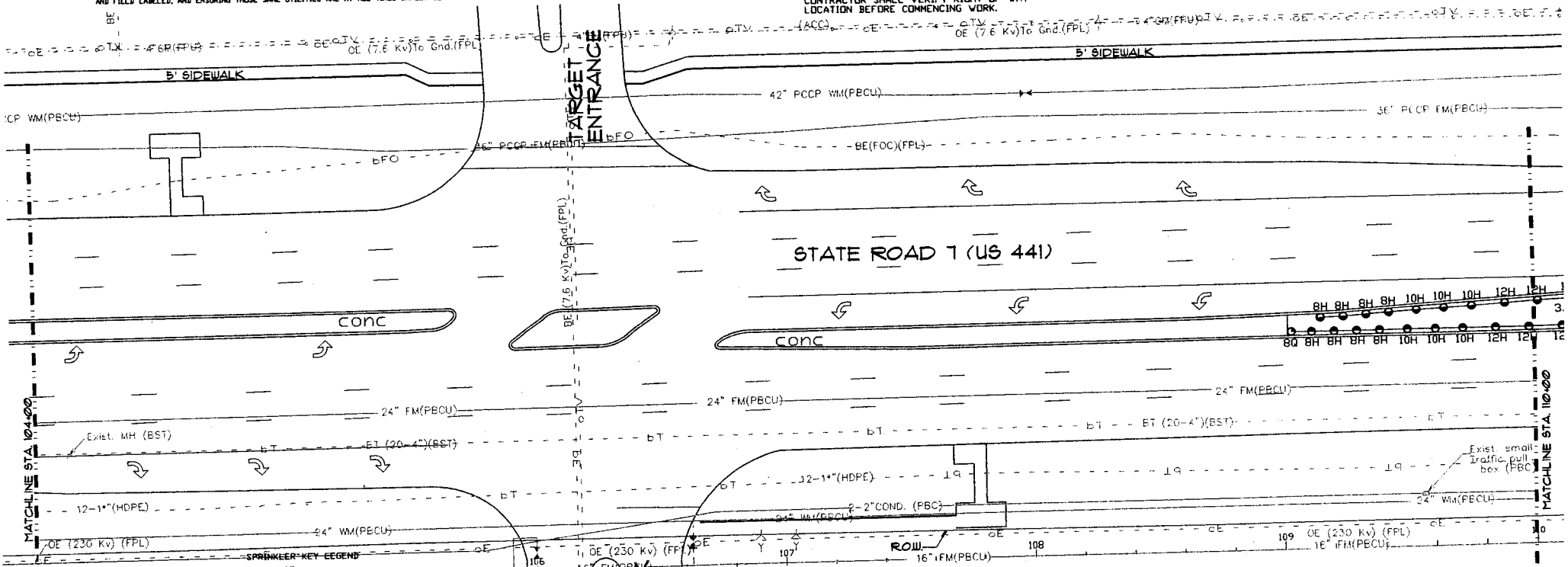
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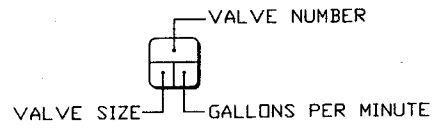


SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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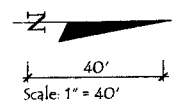
Symbol	Description	Radius	GPM
5H	TORD 5702-06-PRX-5H POP-UP SPRAY HEAD	6.00 ft	.23
80	TORD 5702-06-PRX-80 POP-UP SPRAY HEAD	9.00 ft	.26
8H	TORD 5702-06-PRX-8H POP-UP SPRAY HEAD	9.00 ft	.58
8F	TORD 5702-06-PRX-8F POP-UP SPRAY HEAD	9.00 ft	1.16
100	TORD 5702-06-PRX-100 POP-UP SPRAY HEAD	11.00 ft	.50
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CHRISTOPHER L. SPAIN, C.I.D.
4333 NE Skyline Drive, Jensen Beach, Florida 34957
Phone (772) 332-1816 Fax (772) 332-1817



JAN 20 2009

 <p>Gentle Holloway ENGINEERING AND PUBLIC WORKS 1000 S. W. 10th Ave., Suite 100 West Palm Beach, FL 33411 Phone: (561) 841-1100</p>	 <p>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS STREETSCAPE SECTION WEST PALM BEACH, FLORIDA (561) 684-4100</p>	<h2>STATE ROAD 7</h2>	<h2>IRRIGATION PLAN</h2> <p>STA. 104+00 THRU STA. 110+00</p>
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CALL 48 HOURS BEFORE YOU DIG

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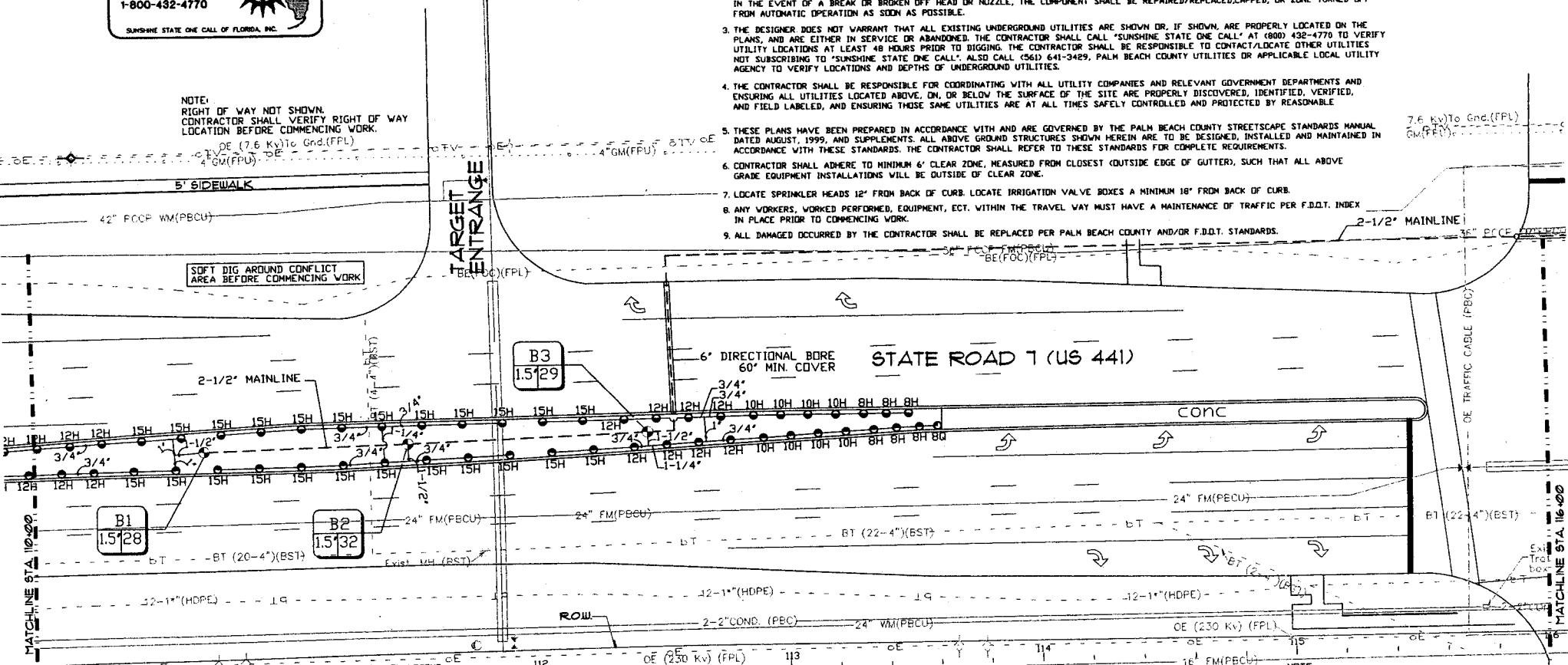


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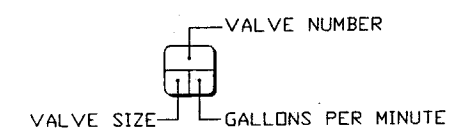
SHAD PROJECT NO. 04-07109
SHEET NO. IR-5



Symbol	Description	Radius	GPM
5H	TDR 5702-06-PRX-5H PDP-UP SPRAY HEAD	6.00 ft	.23
8D	TDR 5702-06-PRX-8D PDP-UP SPRAY HEAD	9.00 ft	.26
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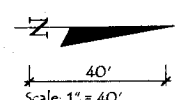
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NOTE:
CONTACT PALM BEACH COUNTY TRAFFIC DIVISION FOR LOCATION OF INTERSECTION SENSOR CONDUITS BEFORE EXCAVATING.

CHRISTOPHER L. SPAIN, C.I.D.
4332 NE Highway 1, Jensen Beach, Florida 34957
Phone (772) 334-1616 Fax (772) 334-1617



JAN 20 2009

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CITY OF PALM BEACH
 Planning Department
 1000 S. PALM BEACH BLVD.
 PALM BEACH, FLORIDA 33480
 (561) 844-4444

PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
 STREETSCAPE SECTION
 WEST PALM BEACH, FLORIDA
 (561) 684-4100

STATE ROAD 7

IRRIGATION PLAN
STA. 110.00 THRU STA. 116.00

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

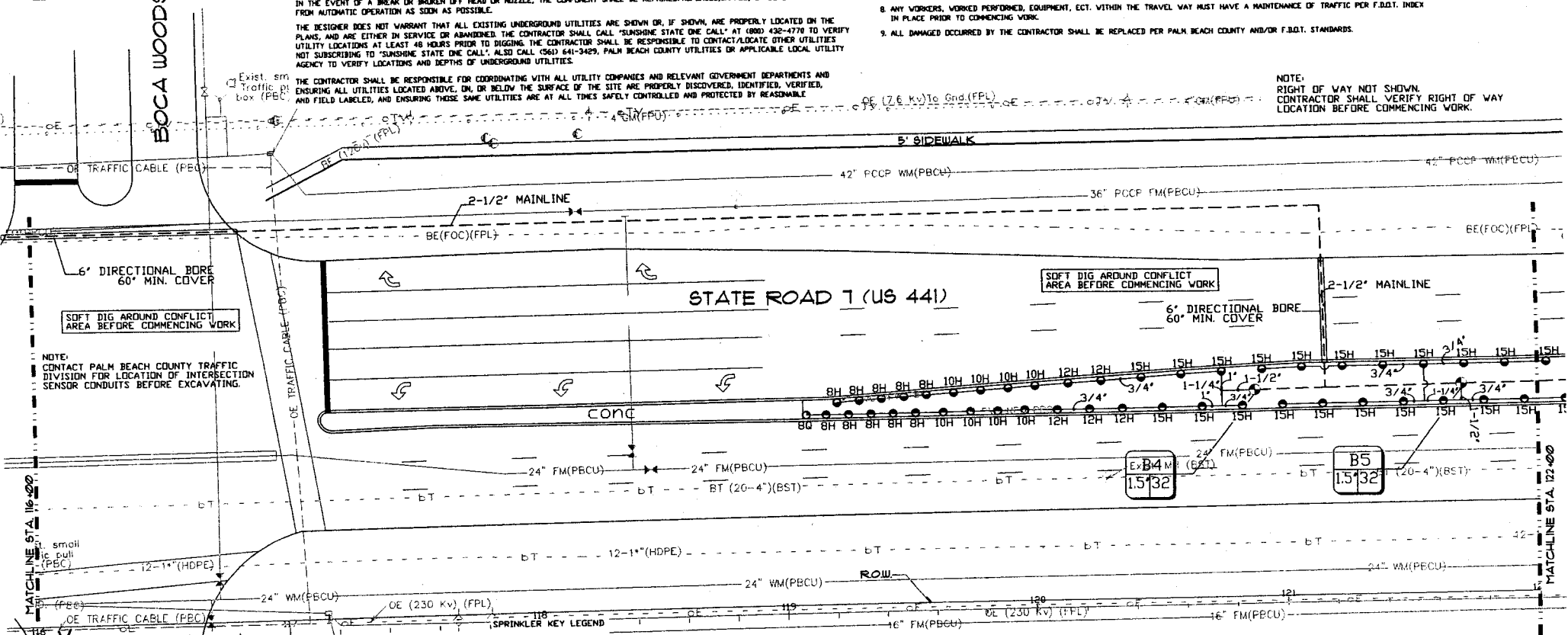
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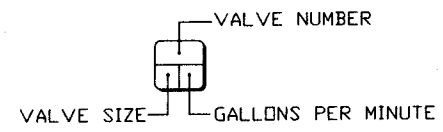
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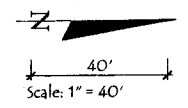
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CHRISTOPHER L. SPAIN, C.I.D.
2713 NE Bayshore Drive, Jupiter Beach, Florida 33457
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JAN 20 2009 *[Signature]*

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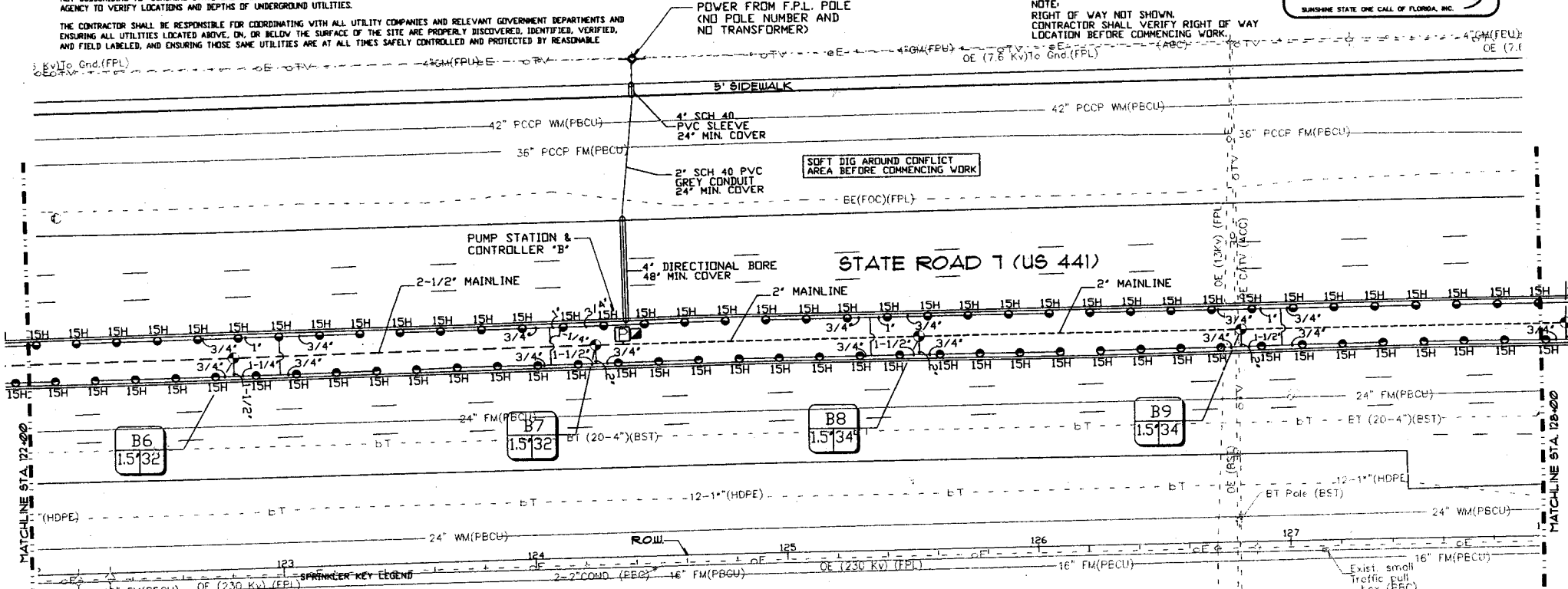
CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW!
1-800-432-4770

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

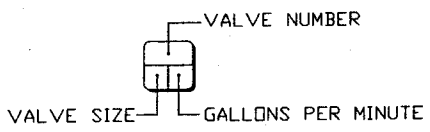


NOTE:
RIGHT OF WAY NOT SHOWN.
CONTRACTOR SHALL VERIFY RIGHT OF WAY LOCATION BEFORE COMMENCING WORK.



SPRINKLER KEY LEGEND

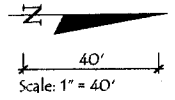
Symbol	Description	Radius	GPM
5H	TDRD 5702-06-PRX-5H POP-UP SPRAY HEAD	6.00 ft	.23
80	TDRD 5702-06-PRX-80 POP-UP SPRAY HEAD	9.00 ft	.26
8H	TDRD 5702-06-PRX-8H POP-UP SPRAY HEAD	9.00 ft	.58
8F	TDRD 5702-06-PRX-8F POP-UP SPRAY HEAD	9.00 ft	1.16
100	TDRD 5702-06-PRX-100 POP-UP SPRAY HEAD	11.00 ft	.50
10H	TDRD 5702-06-PRX-10H POP-UP SPRAY HEAD	11.00 ft	.85
10F	TDRD 5702-06-PRX-10F POP-UP SPRAY HEAD	11.00 ft	1.61
120	TDRD 5702-06-PRX-120 POP-UP SPRAY HEAD	13.00 ft	.60
12H	TDRD 5702-06-PRX-12H POP-UP SPRAY HEAD	13.00 ft	1.30
12F	TDRD 5702-06-PRX-12F POP-UP SPRAY HEAD	13.00 ft	2.35
15T	TDRD 5702-06-PRX-15T POP-UP SPRAY HEAD	16.00 ft	1.30
15H	TDRD 5702-06-PRX-15H POP-UP SPRAY HEAD	16.00 ft	2.02
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PIPE SIZING LEGEND

PIPE SIZE	GPM
3/4"	0-10
1"	11-16
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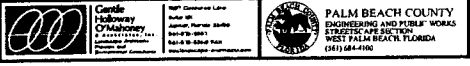
CHRISTOPHER L. SPAIN, C.I.D.
2315 NE Skelton Drive, Jensen Beach, Florida 34957
Phone (772) 334-1618 Fax (772) 334-1617



JAN 20 2009 *CS*

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



STATE ROAD 7

IRRIGATION PLAN
STA. 122.00 THRU STA. 128.00

NOTES

- THE IRRIGATION SYSTEM HEAD LAYOUT IS DESIGNED AND SHALL BE INSTALLED AND MAINTAINED TO MINIMIZE OVERSPRAY ONTO ROADWAYS. AFTER THE SYSTEM IS FLUSHED AND NOZZLED, THE ARCH SHALL BE SET TO MINIMIZE OVERSPRAY AND THE FLOW CONTROL/PRESSURE REGULATOR BY THE ZONE CONTROL VALVE SHALL BE ADJUSTED DOWN TO PREVENT ANY MISTING OR FOGGING, TO PRODUCE DRIPLETS OF WATER TO MINIMIZE THE EFFECT OF THE WIND THEREBY LIMITING OVERSPRAY AND WATER WASTE. CONTROLLER PROGRAMMING SHALL BE SET SO AS NOT TO ALLOW THE IRRIGATION TO CREATE ANY RUN OFF WHICH COULD CREATE WATER ON THE ROAD.
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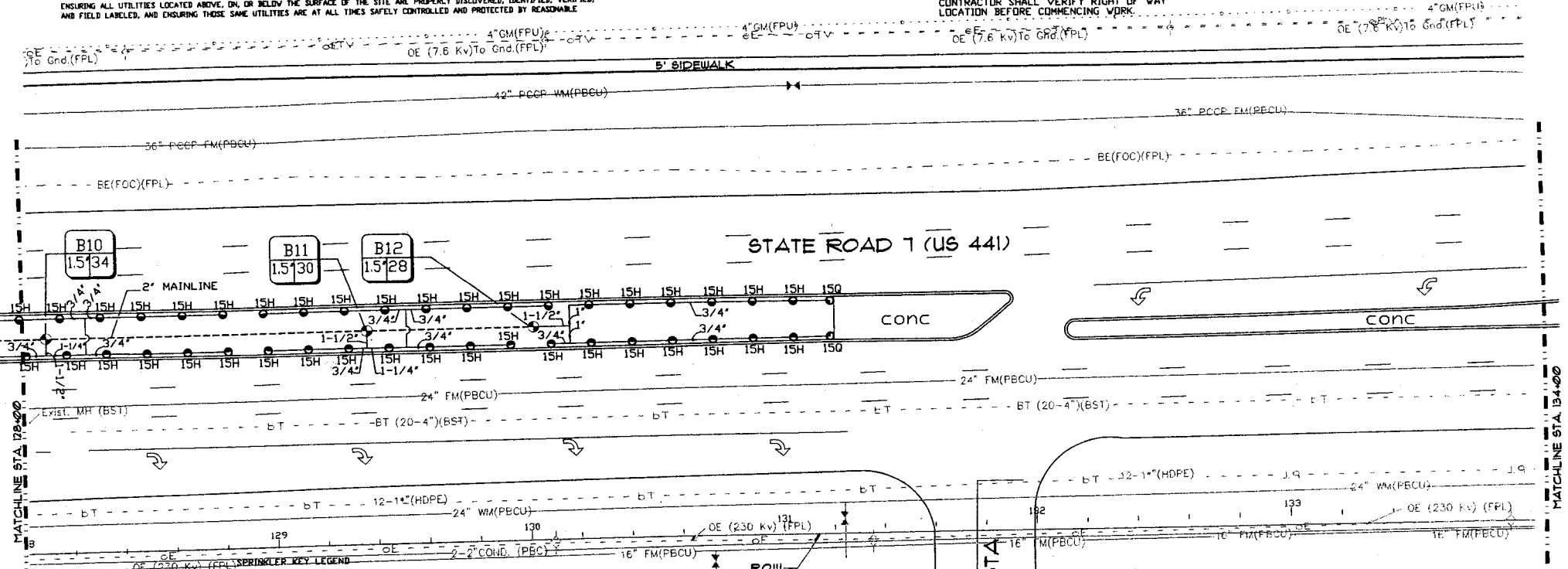
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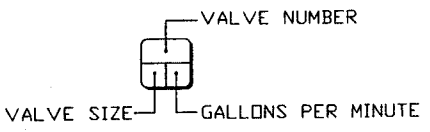
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

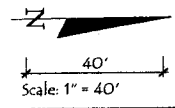
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8H	TDRD 5702-06-PRX-8H POP-UP SPRAY HEAD	9.00 ft	.58
8F	TDRD 5702-06-PRX-8F POP-UP SPRAY HEAD	9.00 ft	.116
10Q	TDRD 5702-06-PRX-10Q POP-UP SPRAY HEAD	11.00 ft	.50
10H	TDRD 5702-06-PRX-10H POP-UP SPRAY HEAD	11.00 ft	.85
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PIPE SIZING LEGEND

PIPE SIZE	GPM
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3"	81-130

CHRISTOPHER L. SPAIN, C.I.D.
2233 NE Skyline Drive, Jensen Beach, Florida 34957
Phone: (772) 334-1016 Fax: (772) 334-1017



JAN 20 2009

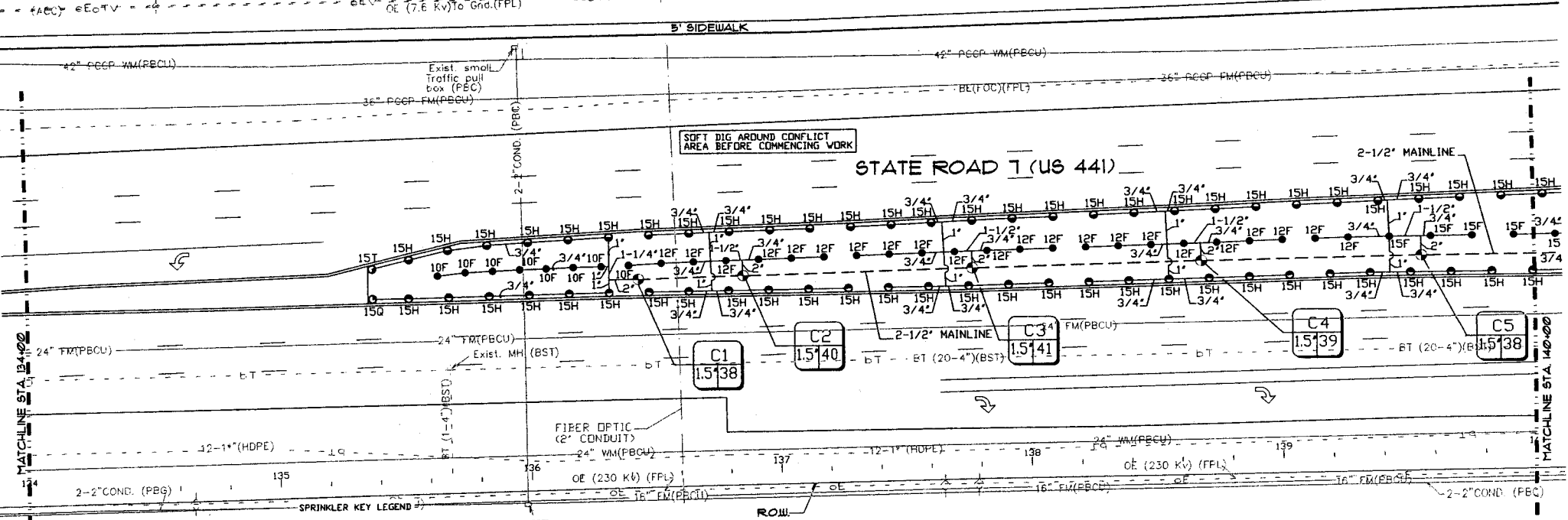
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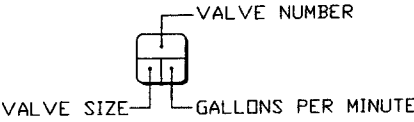
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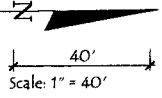
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PIPE SIZING LEGEND

PIPE SIZE	GPM
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CHRISTOPHER L. SPAIN, C.I.D.
4253 NE Skyline Drive, Jensen Beach, Florida 34957
Phone (772) 334-1816 Fax (772) 334-1817

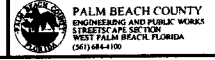


JAN 20 2009

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



Curbline Highway O'Malley & Associates, Inc.
1001 S. Dixie Highway, Suite 200
West Palm Beach, Florida 33411
Tel: 561-834-8888 Fax: 561-834-8889



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPES SECTION
WEST PALM BEACH, FLORIDA
(561) 684-1100

STATE ROAD 7

IRRIGATION PLAN
STA. 134+00 THRU STA. 140+00

NOTES

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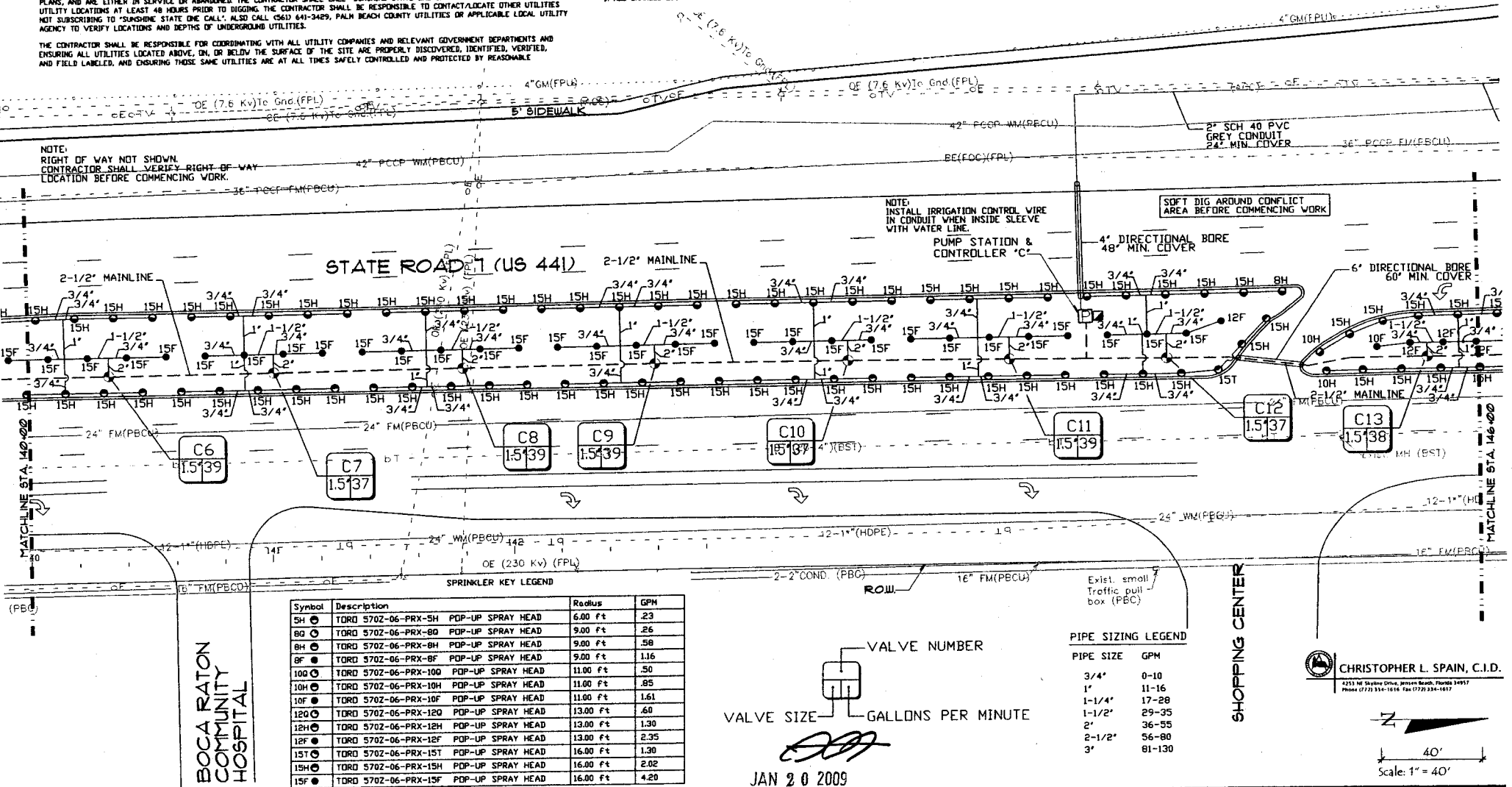
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.



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NOTE: INSTALL IRRIGATION CONTROL WIRE IN CONDUIT WHEN INSIDE SLEEVE WITH WATER LINE.

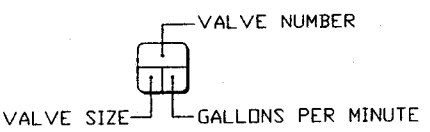
SOFT DIG AROUND CONFLICT AREA BEFORE COMMENCING WORK



BOCA RATON COMMUNITY HOSPITAL

SYMBOL DESCRIPTION Radius GPM

5H	TDRD 5702-06-PRX-5H POP-UP SPRAY HEAD	6.00 ft	.23
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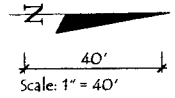


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JAN 20 2009

CHRISTOPHER L. SPAIN, C.I.D.
2231 NE Sunrise Drive, Palm Beach, Florida 33417
Phone: (561) 934-1616 Fax: (561) 934-1617



REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



Gentle Highway of Maloney
Professional Engineering and Surveying
10000 N.W. 11th St., Suite 100
Palm Beach, FL 33411
(561) 844-1111

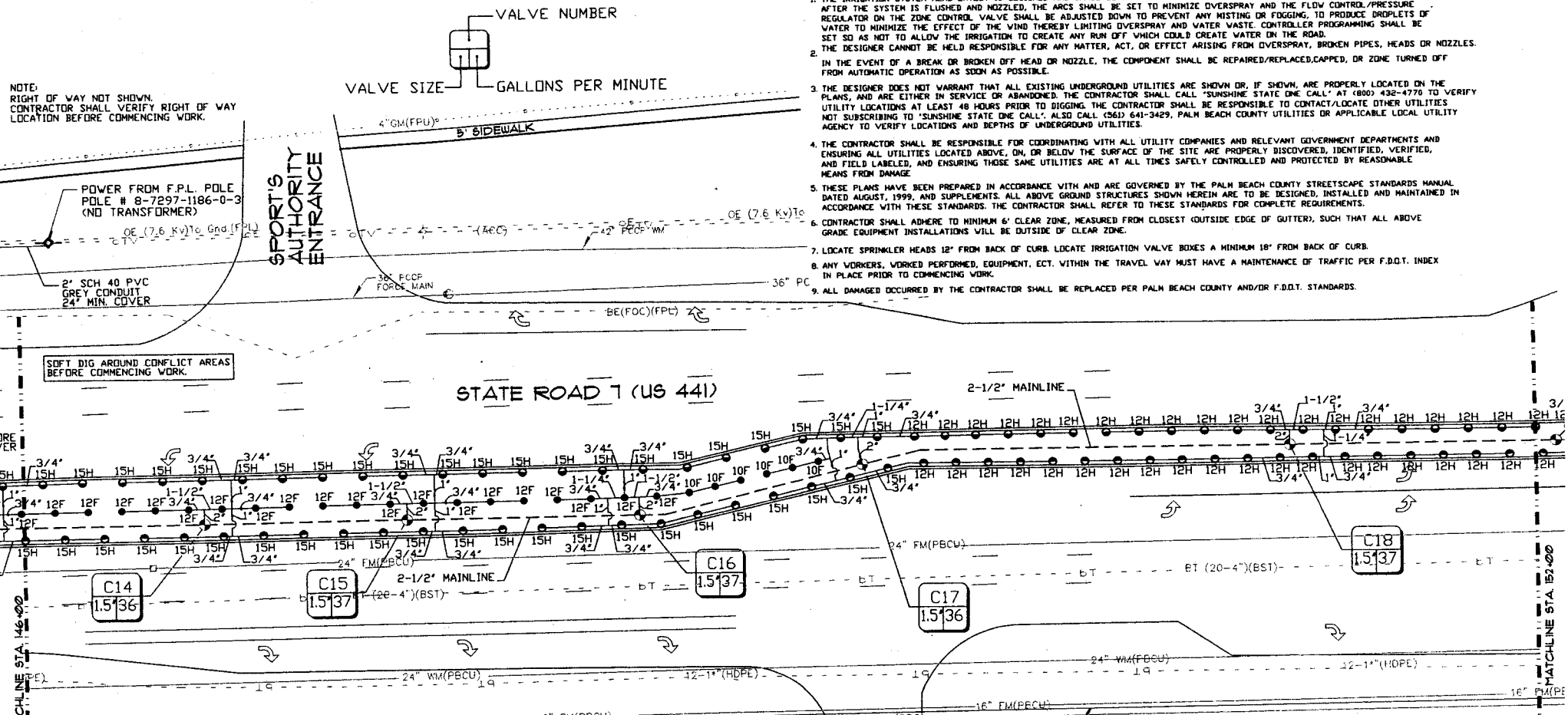


PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREET LIGHT SECTION
WEST PALM BEACH, FLORIDA
(561) 964-1100

STATE ROAD 7

IRRIGATION PLAN
STA. 140.00 THRU STA. 146.00

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4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITY COMPANIES AND RELEVANT GOVERNMENT DEPARTMENTS AND ENSURING ALL UTILITIES LOCATED ABOVE, ON, 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 MEANS FROM DAMAGE.
5. THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE PALM 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 WITH THESE STANDARDS. THE CONTRACTOR SHALL REFER TO THESE STANDARDS FOR COMPLETE REQUIREMENTS.
6. CONTRACTOR SHALL ADHERE TO MINIMUM 6' CLEAR ZONE, MEASURED FROM CLOSEST (OUTSIDE EDGE OF GUTTER), SUCH THAT ALL ABOVE GRADE EQUIPMENT INSTALLATIONS WILL BE OUTSIDE OF CLEAR ZONE.
7. LOCATE SPRINKLER HEADS 12" FROM BACK OF CURB. LOCATE IRRIGATION VALVE BOXES A MINIMUM 18" FROM BACK OF CURB.
8. ANY WORKERS, WORKED PERFORMED, EQUIPMENT, ECT. WITHIN THE TRAVEL WAY MUST HAVE A MAINTENANCE OF TRAFFIC PER F.D.O.T. INDEX IN PLACE PRIOR TO COMMENCING WORK.
9. ALL DAMAGED OCCURRED BY THE CONTRACTOR SHALL BE REPLACED PER PALM BEACH COUNTY AND/OR F.D.O.T. STANDARDS.

SPRINKLER KEY LEGEND

Symbol	Description	Radius	GPM
5H	TDRD 5702-06-PRX-5H POP-UP SPRAY HEAD	6.00 ft	.23
8Q	TDRD 5702-06-PRX-8Q POP-UP SPRAY HEAD	9.00 ft	.26
8H	TDRD 5702-06-PRX-8H POP-UP SPRAY HEAD	9.00 ft	.58
8F	TDRD 5702-06-PRX-8F POP-UP SPRAY HEAD	9.00 ft	1.16
10Q	TDRD 5702-06-PRX-10Q POP-UP SPRAY HEAD	11.00 ft	.50
10H	TDRD 5702-06-PRX-10H POP-UP SPRAY HEAD	11.00 ft	.85
10F	TDRD 5702-06-PRX-10F POP-UP SPRAY HEAD	11.00 ft	1.61
12Q	TDRD 5702-06-PRX-12Q POP-UP SPRAY HEAD	13.00 ft	.60
12H	TDRD 5702-06-PRX-12H POP-UP SPRAY HEAD	13.00 ft	1.30
12F	TDRD 5702-06-PRX-12F POP-UP SPRAY HEAD	13.00 ft	2.35
15T	TDRD 5702-06-PRX-15T POP-UP SPRAY HEAD	16.00 ft	1.30
15H	TDRD 5702-06-PRX-15H POP-UP SPRAY HEAD	16.00 ft	2.02
15F	TDRD 5702-06-PRX-15F POP-UP SPRAY HEAD	16.00 ft	4.20

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW!
1-800-432-4770

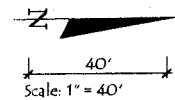
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

JAN 20 2009

PIPE SIZING LEGEND

PIPE SIZE	GPM
3/4"	0-10
1"	11-16
1-1/4"	17-28
1-1/2"	29-35
2"	36-55
2-1/2"	56-80
3"	81-130

CHRISTOPHER L. SPAIN, C.I.D.
4233 NE Skyway Drive, Jensen Beach, Florida 34957
Phone (772) 334-1616 Fax (772) 334-1617



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
WEST PALM BEACH, FLORIDA
(561) 684-4100

STATE ROAD 7

IRRIGATION PLAN
STA. 146+00 THRU STA. 152+00

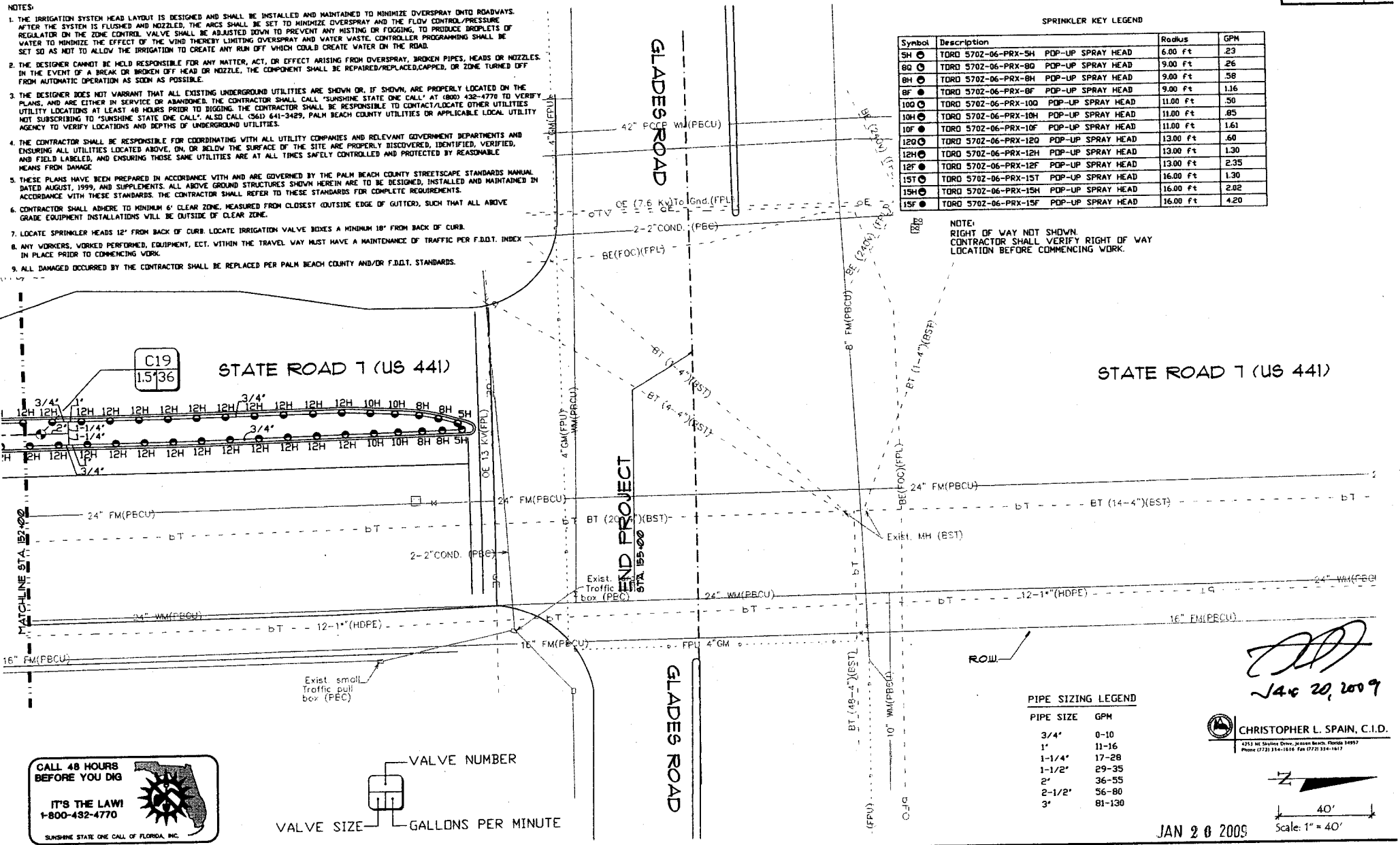
NOTES:

1. THE IRRIGATION SYSTEM HEAD LAYOUT IS DESIGNED AND SHALL BE INSTALLED AND MAINTAINED TO MINIMIZE OVERSPRAY ONTO ROADWAYS. AFTER THE SYSTEM IS FLUSHED AND NOZZLED, THE ARCS SHALL BE SET TO MINIMIZE OVERSPRAY AND THE FLOW CONTROL/PRESSURE REGULATOR ON THE ZONE CONTROL VALVE SHALL BE ADJUSTED DOWN TO PREVENT ANY MISTING OR FOGGING, TO PRODUCE DROPLETS OF WATER TO MINIMIZE THE EFFECT OF THE WIND THEREBY LIMITING OVERSPRAY AND WATER WASTE. CONTROLLER PROGRAMMING SHALL BE SET SO AS NOT TO ALLOW THE IRRIGATION TO CREATE ANY RUN OFF WHICH COULD CREATE WATER ON THE ROAD.
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 BREAK OR BROKEN OFF HEAD OR NOZZLE, THE COMPONENT SHALL BE REPAIRED/REPLACED/CAPPED, OR ZONE TURNED OFF FROM AUTOMATIC OPERATION AS SOON AS POSSIBLE.
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4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITY COMPANIES AND RELEVANT GOVERNMENT DEPARTMENTS AND ENSURING ALL UTILITIES LOCATED ABOVE, ON, 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 MEANS FROM DAMAGE.
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8H	TDR 5702-06-PRX-8H POP-UP SPRAY HEAD	9.00 ft	58
8F	TDR 5702-06-PRX-8F POP-UP SPRAY HEAD	9.00 ft	116
10Q	TDR 5702-06-PRX-10Q POP-UP SPRAY HEAD	11.00 ft	50
10H	TDR 5702-06-PRX-10H POP-UP SPRAY HEAD	11.00 ft	85
10F	TDR 5702-06-PRX-10F POP-UP SPRAY HEAD	11.00 ft	161
12Q	TDR 5702-06-PRX-12Q POP-UP SPRAY HEAD	13.00 ft	60
12H	TDR 5702-06-PRX-12H POP-UP SPRAY HEAD	13.00 ft	130
12F	TDR 5702-06-PRX-12F POP-UP SPRAY HEAD	13.00 ft	235
15T	TDR 5702-06-PRX-15T POP-UP SPRAY HEAD	16.00 ft	130
15H	TDR 5702-06-PRX-15H POP-UP SPRAY HEAD	16.00 ft	282
15F	TDR 5702-06-PRX-15F POP-UP SPRAY HEAD	16.00 ft	420

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

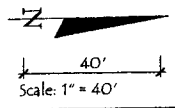


PIPE SIZING LEGEND

PIPE SIZE	GPM
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1"	11-16
1-1/4"	17-28
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2"	36-55
2-1/2"	56-80
3"	81-130

[Signature]
JAN 20, 2009

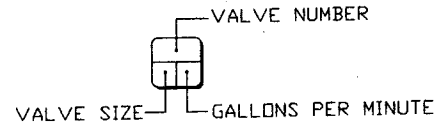
CHRISTOPHER L. SPAIN, C.I.D.
251 N. Collins Drive, Jensen Beach, Florida 34957
Phone (772) 334-1616 Fax (772) 334-1617



JAN 20 2009

IRRIGATION PLAN
STA. 152.00 THRU STA. 155.00

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Cardo Highway
ENGINEERING AND PUBLIC WORKS
1500 S.W. 10th Street
Palm Beach, Florida 33480
(561) 838-1100

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
1500 S.W. 10th Street
Palm Beach, Florida 33480
(561) 838-1100

STATE ROAD 7

MATERIAL QUANTITY

Irrigation Heads

Quantity	Symbol	Description	Radius
2	5H	TORO 570Z-06-PRX-5H PDP-UP SPRAY HEAD	6.00 ft
4	8Q	TORO 570Z-06-PRX-8Q PDP-UP SPRAY HEAD	9.00 ft
34	8H	TORO 570Z-06-PRX-8H PDP-UP SPRAY HEAD	9.00 ft
2	10Q	TORO 570Z-06-PRX-10Q PDP-UP SPRAY HEAD	11.00 ft
38	10H	TORO 570Z-06-PRX-10H PDP-UP SPRAY HEAD	11.00 ft
15	10F	TORO 570Z-06-PRX-10F PDP-UP SPRAY HEAD	11.00 ft
94	12H	TORO 570Z-06-PRX-12H PDP-UP SPRAY HEAD	13.00 ft
45	12F	TORO 570Z-06-PRX-12F PDP-UP SPRAY HEAD	13.00 ft
3	15Q	TORO 570Z-06-PRX-15Q PDP-UP SPRAY HEAD	16.00 ft
2	15T	TORO 570Z-06-PRX-15T PDP-UP SPRAY HEAD	16.00 ft
358	15H	TORO 570Z-06-PRX-15H PDP-UP SPRAY HEAD	16.00 ft
34	15F	TORO 570Z-06-PRX-15F PDP-UP SPRAY HEAD	16.00 ft

Pipe (Mainline)

Quantity	Symbol	Description	Size
586 ft	-----	Schedule 40 PVC w/schedule 80 fittings, line guard metallic tape	2"
3125 ft	-----	Class 200 PVC w/ ductile iron fittings, line guard metallic tape	2-1/2"

Pipe (Lateral)

Quantity	Symbol	Description	Size
185 ft	-----	Schedule 40 PVC Pipe	2"
410 ft	-----	Schedule 40 PVC Pipe	1-1/4"
7025 ft	-----	Schedule 40 PVC Pipe	3/4"
1200 ft	-----	Schedule 40 PVC Pipe	1"
323 ft	-----	Schedule 40 PVC Pipe	1-1/2"

Pipe (Directional Bore)

Quantity	Symbol	Description	Size
190 ft	=====	Directional Bore Pipe - HDPE	4"
300 ft	=====	Directional Bore Pipe - HDPE	6"

Pipe (Sleeve)

Quantity	Symbol	Description	Size
8 ft	=====	Schedule 40 PVC Pipe	4"

Conduit (Electrical Service)

Quantity	Symbol	Description	Size
810 ft	=====	Schedule 40 PVC Grey Pipe	2"

Pump Stations

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

Valves

Quantity	Symbol	Description	Size
33	[V]	Irritrol 100 Series w/ Pressure Regulator & 12" Valve Box	1-1/2"

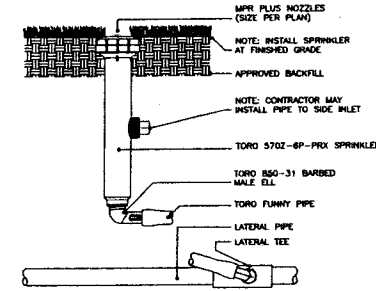
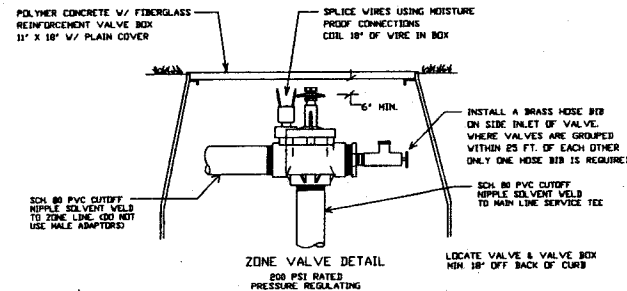
Wire (Low Voltage)

Quantity	Symbol	Description	Size
3660 ft		UF direct burial wire (Ground)	AWG 12
19880 ft		UF direct burial wire (Control)	AWG 14

QUANTITIES GIVEN ARE FOR CONTRACTORS CONVENIENCE ONLY. THE ACCURACY IS NOT GUARANTEED. IT IS RECOMMENDED THAT ONE VERIFY ALL QUANTITIES.

NOTES:

- PIPING:
 - MAIN LINES: 2 INCH SCHEDULE 40 PVC W/ METALLIC MARKER TAPE 6" BELOW FINISHED GRADE.
 - MAIN LINES: 2-1/2 INCH CLASS 200 PVC D-RING W/ METALLIC MARKER TAPE 6" BELOW 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 WITH PALM BEACH COUNTY AND F.D.O.T. SPECIFICATIONS. PROVIDE OWNER WITH ALL BORE LOGS, DIRECTIONAL BORE 'AS-BUILTS', UTILITY CROSSING EQUATIONS AND F.D.O.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.
 - ALLOW ALL MAIN LINES TO CURE FOR 24 HOURS BEFORE PRESSURING.
 - ALL PIPE, FITTINGS, AND SOLVENTS TO CONFORM TO LATEST ASTM SPECS.
- DEPTH OF LINES:
 - MAIN LINE AND WIRING = 24" DEEP, MIN.
 - RUN LINE GUARD METALLIC TAPE 6" BELOW FINISHED GRADE.
 - SLEEVING UNDER PAVEMENT = 36" DEEP MIN.
 - ZONE LINES = 18" DEEP MIN. FOR ALL ZONE LINES
- CONTROL WIRES:
 - AWG 14 FOR ALL HOT WIRES AND AWG 12 FOR COMMON.
 - SOLID COPPER TYPE UF UL LISTED FOR DIRECT BURIAL.
 - RUN UNDER MAINLINE, TAPED EVERY 10'.
 - SPLICE WIRES ONLY IN A VALVE BOX.
 - 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 STUBDOUTS SHOWN, COMMON TO BE WHITE, SPARES BLACK, HOT WIRES COLOR CODED.
- PRESSURE TEST MAIN LINES AT 100 PSI FOR 24 HOURS WITH A MAXIMUM ALLOWABLE LOSS OF 5 PSI. IF SYSTEM FAILS TEST, REPAIR & RE-TEST. TEST TO BE CONDUCTED IN PRESENCE OF PALM BEACH COUNTY REPRESENTATIVE.
- BACKFILL ALL TRENCHES FREE OF DEBRIS, COMPACT TO ORIGINAL DENSITY, FLUSH ALL LINES, USE SCREENS IN ALL HEADS, ADJUST HEADS FOR PROPER COVERAGE AVOIDING EXCESS WATER ON WALLS, WALKS, PAVING, ETC.
- ALL DETAILS ARE GRAPHICALLY SHOWN ONLY. ALL QUANTITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO INSTALLATION. THIS SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASSURE COMPLETE OVERLAPPING COVERAGE. ANY DISCREPANCIES SHALL BE REPORTED TO THE OWNER AND LANDSCAPE ARCHITECT BEFORE PROCEEDING. CODES AND LOCAL REGULATIONS SHALL TAKE PRECEDENCE 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 OWNER WITH AN ACCURATE 'AS INSTALLED' PLAN AT COMPLETION SHOWING MAIN LINES, WIRING, VALVES, CROSSINGS, ETC. USING DIMENSIONS FROM FIXED DATUMS.
- CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF WORK.
- IF EXISTING SIDEWALK IS REMOVED OR DAMAGED IN BORING OR CONSTRUCTION, IT SHALL BE REPLACED TO PALM BEACH COUNTY AND F.D.O.T. SPECIFICATIONS.
- CONTRACTOR SHALL REFER TO THE ANNUAL ROADWAY LANDSCAPING CONTRACT SPECIFICATIONS AS THE GOVERNING SPECIFICATIONS.



UTILITY CONTACT LIST

ORGANIZATION	CONTACT PERSON	TELEPHONE NUMBER
FPL	VINCE NOCERA	561-742-2003
FPL FIBERNET	NOEL REESE	305-552-3249
PBC TRAFFIC DIVISION	ROD FRIEDEL	561-346-1302
PBC TRAFFIC DIVISION	SCOTT PHILBROCK	561-233-3900
FLORIDA PUBLIC UTILITIES	BURLY SMITH	561-838-1773

FIXED-SPRAY SPRINKLER
TORO 570Z-6P-PRX

SCALE: NOT TO SCALE

[Signature]

JAN 20 2009



CHRISTOPHER L. SPAIN, C.I.D.

4232 NE Skyline Blvd., Jensen Beach, Florida 34957
Phone: (772) 334-1616 Fax: (772) 334-1617



Castle Holloway O'Mahoney
P.O. Box 111111
Jensen Beach, Florida 34957
Phone: (772) 334-1616 Fax: (772) 334-1617



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
WEST PALM BEACH, FLORIDA
(561) 884-4100

STATE ROAD 7

IRRIGATION DETAILS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CONTROLLER: TORO SENTINEL SATELLITE WALL MOUNT STAINLESS STEEL ENCLOSURE WITH DOME ANTENNA. NUMBER OF STATIONS PER TABULATION. PHONE CONNECTION TO BE PROVIDED ONLY IN CONTROLLER SPECIFIED ON PLANS.

ELECTRICAL EQUIPMENT SHALL BE MOUNTED ON AN ALUMINUM, UNISTRUT RACK (3' X 1'-4" U-CHANNEL UPRIGHTS WITH 2' X 1/4" L-CHANNEL CROSS BRACES). THE RACK SHALL CONTAIN THE IRRIGATION CONTROLLER AND MOTOR CONTROL/STARTER IN A NEMA 4X ENCLOSURE, INJECTION PUMPS, AND A NEMA 4X CIRCUIT BREAKER PANEL WITH MANUAL SHUT-OFF. ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN.

ELECTRICAL SERVICE METER SHALL BE MOUNTED BETWEEN 60" AND 72" ABOVE GRADE ON ITS OWN UNISTRUT RACK AT THE BASE OF THE POLE WHERE THE RISER HAS BEEN INSTALLED.

IRRITROL RAISENSOR ON PVC POLE X MIN. 8' HIGH

PUMP STATION: MANUFACTURED SKID MOUNTED WITH HINGED DULL ALUMINUM COVER, MOTOR CONTROL PANEL, LOSS OF PRIME, SURGE PROTECTION, CENTRIFUGAL PUMP AND ALL STEEL MANIFOLDING SECURED TO SKID. SYSTEM TO BE CLOCK START. REFER TO PUMP TABULATION FOR PUMP SIZE.

PUMP SHALL BE INSTALLED WITH A PRESSURE RELIEF VALVE AND HOT STOP OR SIMILAR EMERGENCY SHUT-OFF DEVICE.

STATION SHALL BE AS MANUFACTURED BY SULLIVAN ELECTRIC, LAKE WORTH, FL.

NOTES:
VERIFY ELECTRIC SUPPLY, VOLTAGE AND PHASE LAYOUT ALL EQUIPMENT IN CENTER OF MEDIAN AND ORIENTATE PUMP STATION AND RACK SO LONG SIDES RUN PARALLEL WITH MEDIAN SO AS NOT TO INTERFERE WITH TRAFFIC SIGHT LINES.

LOCATE ALL UNDERGROUND AS FEASIBLE FOR EASE OF SERVICE.
STAKE OUT ALL LOCATIONS BEFORE INSTALLATION FOR P.B.C. ENGINEERING APPROVAL.
TO CDDE.

CONCRETE PAD FLUSH WITH GRADE

ONE RUST CONTROL TANK AND ONE FERTIGATION TANK. TANKS SHALL BE 55 GALLON CAPACITY, 20" DIA. X 39" DEEP SEAMLESS MOLDED PLASTIC, MINIMUM 1/8" THICK, MODEL # CA 0401041AD03 BY CHEM TAINER INC., OR ACCEPTED EQUAL. TANKS SHALL HAVE PIPED CONNECTIONS TO TWO INJECTOR PUMPS THEN TO THE DISCHARGE SIDE OF THE PUMP. INJECTOR PUMPS SHALL BE WIRED TO PUMP CONTROL AND BE CAPABLE OF DELIVERING BETWEEN 10 AND 100 PARTS PER MILLION. PUMPS SHALL BE MODEL #P032-398TU, 230V 110 PSI, BY AMERICAN HYDRO SYSTEMS, OR ACCEPTED EQUAL.

GRAVEL FILLED SUMP CAPABLE OF ABSORBING WATER FROM TWO SUMP PUMPS

DATA INDUSTRIAL #IR-220P FLOW SENSOR IN A 11" X 11" X 18" POLYMER CONCRETE WITH FIBERGLASS REINFORCEMENT AND TRAFFIC RATED COVER VALVE BOX.

MIN. 5 PIPE DIAS. STRAIGHT RUN

MIN. 10 PIPE DIAS. STRAIGHT RUN

ELECTRIC TO SUMP PUMPS

4" CASED PVC WELL TO DEPTH REQUIRED TO PRODUCE WATER REQUIRED BY PUMP SIZE WITHOUT EXCESS DRAWDOWN.

ALTERNATE GRAVEL PACK W/ 20' MIN. OF STAINLESS STEEL SLOTTED SCREEN AND TREMI PIPED GRAVEL PACK.

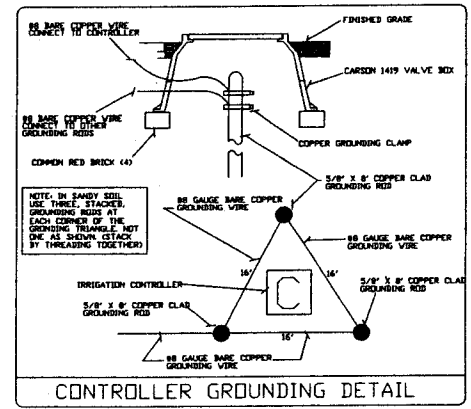
WELL SHALL BE PERMITTED AND CONSTRUCTED IN ACCORDANCE WITH THE RULES OF THE SOUTH FLORIDA MANAGEMENT DISTRICT, WATER WELLS CHAPTER 40E-3, F.A.C.

ONE 6" THICK CONCRETE, BELOW-GROUND VAULT, MODEL #PB4848-48 BY OLDCASTLE PRECAST, INC., OR ACCEPTED EQUAL. REQUIRED INSIDE DIMENSIONS SHALL 48"X48"X48" DEEP. VAULT SHALL HAVE A CONCRETE BOTTOM CONTAINING DRAIN HOLES AND AN ALUMINUM 48"X48" COVER.

300 PSF LOAD RATING, MODEL #ADP300 BY U.S.F. FABRICATION, INC., OR ACCEPTED EQUAL. THE VAULT SHALL BE CORE DRILLED AS NECESSARY TO CONNECT TANKS TO DISCHARGE PIPE.

CONCRETE VAULTS SHALL CONTAIN SUMP PUMPS WIRED TO THE POWER PANEL. PUMPS SHALL 1/4 HP, MYERS MODEL #525V1, 115V, OR ACCEPTED EQUAL. INSTALL PVC DISCHARGE PIPE JUST BELOW GRADE FOR A MINIMUM DISTANCE OF TEN FEET WITH A 4" PVC POP-UP DISCHARGE BLOW OFF COVER BY NDS OR ACCEPTED EQUAL.

SCALE: N.T.S.



SYSTEM	PUMP		BASE WELL DEPTH	WELL TYPE	CONTROLLER	PHONE CONNECTION
	SIZE	PERFORMANCE				
A	3 H.P.	115 TDH @ 50 GPM	100'	OPEN END	12 STATION	*
B	3 H.P.	115 TDH @ 50 GPM	100'	OPEN END	12 STATION	*
C	3 H.P.	115 TDH @ 50 GPM	100'	OPEN END	24 STATION	*

* 1. PHONE CONNECTION LOCATION TO BE DETERMINED BY PALM BEACH COUNTY

- NOTES
1. CONTRACTOR SHALL CONTACT FPL PRIOR TO IRRIGATION INSTALLATION TO COORDINATE ELECTRICAL SUPPLY AND SERVICE LOCATIONS FOR PUMP STATIONS.
 2. FPL WILL REQUIRE WRITTEN AUTHORIZATION PRIOR TO ENERGIZING ELECTRIC SERVICE.
 3. ELECTRICAL INSPECTION SHALL BE REQUIRED.
 4. FINAL LOCATION OF PUMP STATION AND WELL SHALL BE DETERMINED BY THE PROJECT ENGINEER.
 5. ALL PUMP STATIONS SHALL MEET MINIMUM CLEAR ZONE AND LIMIT OF CLEAR SIGHT REQUIREMENTS.

JAN 20 2005

CHRISTOPHER L. SPAIN, C.I.D.
4733 NE Shreve Drive, Jupiter Beach, Florida 33457
Phone (772) 134-1816 Fax (772) 334-1817

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



Castle Highway Engineering & Public Works
1111 Highway 1
West Palm Beach, Florida 33411
Phone (561) 844-1100
Fax (561) 844-1101



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETCARE DIVISION
WEST PALM BEACH, FLORIDA
(561) 884-4100

STATE ROAD 7

IRRIGATION DETAILS

EXHIBIT C

FEDERAL AND/OR STATE FUNDED CONTRACTS

The administration of resources awarded by the Department to **County of Palm Beach** 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 the **PARTICIPANT** regarding such audit. The **PARTICIPANT** further agrees to comply and cooperate with inspections, review, 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. 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.
2. 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. 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 the following address:

**Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison**
 - 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 10th 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 the following:

**Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison**

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 the following address:

**Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison**

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 address:

**Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison**
 - 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 directly to:
 - A. The Department at the following address:

**Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison**
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.

EXHIBIT D

AUTHORIZATION: SECTION 339.24 & 339.205, Florida Statutes

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

Agency: County of Palm Beach

FM#:426013-1-58-01

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
FDOT 55.023	State Highway Project reimbursement (Department of Transportation)	\$200,000.00

Compliance Requirement: In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

Activities Allowed: Under the terms of the Highway Beautification Grant Agreement allowable activities include:

- Installation of landscaping on the highway facility as specified in the landscape plan in conformance with Rule 14-40.003, Florida Administrative Code, and the "Florida Highway Landscape Guide." Any deviation from the approved landscape plan requires the approval of the Department; (Agreement Provision 1)
- Maintenance of the landscaping within the median and areas outside the travel way within the right of way line in accordance with the Landscape Maintenance Plan included in the agreement and consistent with the requirements of Rule 14-40.003(5), Florida Administrative Code. Any deviation from the Landscape Maintenance Plan requires the written approval of the Department; and (Agreement Provision 2)
- Landscape installation and maintenance activities that are in accordance with the Maintenance of Traffic Plan included in the agreement and Rule 14.003, Florida Administrative Code. (Agreement Provision 3)

Allowable Costs: Grants provide for the costs of purchase and installation of a sprinkler system, the cost of plant materials and fertilizer, and may provide for the costs for labor associated with the installation of the plantings. Each

recipient that receives a grant is responsible for any costs for water, for the maintenance of the sprinkler system, for the maintenance of the landscaped areas in accordance with a maintenance agreement with the Department, and, except as otherwise provided in the grant, for any costs for labor associated with the installation of the plantings. (Section 339.2405(11), Florida Statutes)

**Cash
Management:**

See Part Three.

Matching:

A 50 percent or more of like-kind match by the recipient is encouraged.

**Period of
Availability:**

Grant recipients have one year from date of grant award letter to complete landscape plans and execute necessary agreements.

EXHIBIT E

STATE HIGHWAY AND COMPENSATION AGREEMENT

See Attached Document

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION
AGREEMENT**

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THIS AGREEMENT, entered into this 19th day of NOVEMBER, year of 2003 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and PALM BEACH COUNTY hereinafter referred to as the "MAINTAINING AGENCY";

WITNESSETH:

WHEREAS, the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance of the landscape and irrigation on the State Highway System, and the **FDOT** is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement, and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain all the landscape and irrigation, effective date **February 1, 2004** and thereafter, that are on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY** for the roadways and retention areas described in Exhibit "A" attached hereto and by reference made a part hereof, hereinafter referred to as the "Facilities". These facilities shall be maintained throughout their expected useful life. For purposes of this Agreement, the term **FACILITIES** shall be deemed to include, but not necessarily limited to landscape, irrigation and retention areas on roadways, as well as park and ride lots, and recreational areas owned by or located on the property of the **FDOT**. The Roadway Maintenance Reimbursement Schedule is included in Exhibit "B". When it is desirable by both the **FDOT** and the **MAINTAINING AGENCY** to add additional areas that shall be subject to this agreement, the **FDOT** and the **MAINTAINING AGENCY** shall develop a revised Exhibit "A" and Exhibit "B" describing the additional locations and areas and the amount of compensation to be paid for these locations and areas in accordance with the rest of the agreement. These revised exhibits shall be signed by the **FDOT** and **MAINTAINING AGENCY** and those areas shall be subject to the terms of this agreement thereafter.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to preserve the design intent for safety and aesthetics. The minimum level of maintenance shall be none less that the standards set forth in *FDOT's Rule Chapter 14-40 Highway Beautification and Landscape Management* outlining installation and maintenance activities for landscape projects and outdoor advertising vegetation management; plus turf and landscape maintenance standards according to the most current version of *FDOT's A Guide to Roadside Mowing and Maintenance Management Systems (325-010-001)*. All plant and hardscape materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the *International Society of Arboriculture (ISA)* and all plant materials installed shall be Florida #1 or better according to the most current edition of *Grades and Standards for Nursery Plants*. Trees and palms within the right-of-way shall be trimmed to discourage encroachment over roadways, shoulders, clear zones and sidewalks. Definition of these limits is included in *FDOT criteria and standards and FDOT's Florida's Design Standards for Resurfacing, Restoration and Rehabilitation (3R) of Streets and Highway*. Tree and palm trimming shall be supervised by properly trained personnel trained in tree trimming techniques and shall meet the standards set forth by *ISA*. Irrigation installation and maintenance activities shall conform to the standards set forth by the *Florida Irrigation Society (FIS)* latest edition of *FIS Standards and Specifications for Turf and Landscape Irrigation Systems*. All activities performed on State highway rights-of-way must be in conformity with *FDOT Standard Indexes, Series 600, Traffic Control through Work Zones*.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION
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- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) At a minimum, all other applicable local, state, or federal laws, rules, resolutions, or ordinance, and FDOT procedures.
- d. FDOT will reimburse the MAINTAINING AGENCY the amount of money received for the maintenance of such items identified in this agreement. The amount is determined by identifying the quantities of each item and multiplying this amount by the Roadway Characteristic Inventory (*RCI converted inventory) workload formulas provided by Tallahassee.

2. Compensation and Payment

- a. The FDOT agrees to pay to the MAINTAINING AGENCY a lump sum-as calculated on Exhibit "B" for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be FDOT's fiscal year).
- b. For each future fiscal year, the FDOT shall inform MAINTAINING AGENCY the amount to be paid prior to the fiscal year beginning. The FDOT will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year.
- c. Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the FDOT and in detail sufficient for a proper pre-audit and post-audit thereof.
- f. This agreement may be cancelled by the FDOT at any time the interest of the FDOT requires such termination provided that the MAINTAINING AGENCY is given 30 days notice. The agreement may be cancelled by the MAINTAINING AGENCY for cause provided that the FDOT is given 90 days notice. Cause includes the requirements of Section 129.07 Florida Statutes, Governing Counties.

3. Record Keeping

The MAINTAINING AGENCY shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the FDOT.

Records shall be maintained and made available upon request to the FDOT at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the FDOT upon request.

4. Invoicing

Upon receipt, the FDOT has five (5) working days to inspect and approve the goods and services. The FDOT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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**STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION
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If a payment is not available within forty (40) days, a separate interest penalty at the rate as established pursuant to Section 55.03 (1), Florida Statutes, shall be due and payable, in addition to the invoice amount to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced. Invoices returned to the **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

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.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The **FDOT**, 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 shall be null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the Comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

The **FDOT** will provide a copy of the statement referenced above to the **MAINTAINING AGENCY**.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from the **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Indemnification

The **MAINTAINING AGENCY**, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save, and hold harmless, the State, the **FDOT**, and all of their officers, agents, and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the **MAINTAINING AGENCY**, its agents, or employees or due to any act or occurrence of omission or commission of the **MAINTAINING AGENCY**, its agents or employees.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION
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7. Force Majeure

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Miscellaneous

- a. The **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto as of the effective date of February, 1, 2004
- d. Time is of the essence in the performance of all obligations under this Agreement.
- e. The effective date of this agreement will be **February 1, 2004**, therefore the first year will be prorated at 151 days (including leap year) or 41.3% of the amount provided in Exhibit B.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:
Manager, Streetscape Section
Palm Beach County Engineering
P.O. Box 21229
West Palm Beach, FL 334126
T: 561-684-4100

FDOT:
District IV Landscape Architect
Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309
T: 954-777-4219

- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for

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**STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION
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CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

- h. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the effective date of February 1, 2004.

R2003 1515

MAINTAINING AGENCY

BY: (Signature) _____

(Typed Name: for, Karen T. Marcus, Chair SEP 23 2003)

(Typed Title: _____)

DATE: _____

DOROTHY H. WILKEN, CLERK
Board of County Commissioners

ATTEST: By _____

DEPUTY CLERK

CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Morine R. [Signature]

COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

[Signature]

ENGINEERING

FDOT

BY: (Signature) _____

(Typed Name: GERRY O'REILLY P.E.)

(Typed Title: DIRECTOR OF PLANNING & PRODUCTION)

DATE: 11/19/03

FDOT Legal Review

BY: (Signature) _____

District Counsel

(Typed Name: DAWN RADUANO)

DATE: NOV 18, 2003

COUNTY:

Palm Beach

EXHIBIT A

ROADS TO BE MAINTAINED BY PALM BEACH COUNTY:

- State Road 802 (Lake Worth Road) from SR 7 (US 441) to SR 91 (Florida's Turnpike) (1.93 mi.)
- State Road 802 (Lake Worth Road) from SR 809 (Military Trail) to Keller Canal (1.86 mi.)
- State Road 704 (Okeechobee Blvd.) from SR 91 (Florida's Turnpike) to Indian Road (2.28 mi.)
- State Road 7 (US 441) from Broward County Line to SR 808 (Glades Road) (2.75 mi.)
- State Road 7 (US 441) from 0.2 miles south of Boynton Beach Blvd. to SR 802 (Lake Worth Road) (6.36 mi.)
- State Road 7 (US 441) from SR 802 (Lake Worth Road) to L-10 Canal (1.02 mi.)
- State Road 882 (Forest Hill Blvd.) from Florida's Turnpike to 0.1 mile east of Pinehurst Drive (1.05 Mi.)
- State Road 882 (Forest Hill Blvd.) from 0.1 mile west of Sherwood Forest Blvd. to Florida Mango Road (3.52 mi.)

COUNTY: Palm Beach

EXHIBIT B

**ROADWAY MAINTENANCE REIMBURSEMENT
PALM BEACH COUNTY**

SR 802 (Lake Worth Road):
FROM SR 7 TO FLORIDA'S TURNPIKE
FROM Military Trail to Keller Canal

SR 704 (Okeechobee Blvd.):
FLORIDA'S TURNPIKE TO INDIAN ROAD

SR 7 (US 441):
FROM Broward Cty. Line To Glades Rd.

SR 882 (Forest Hill Blvd.):
FROM FLORIDA'S TURNPIKE to 0.1 Mile east of Pinehurst Drive.
FROM 0.1 mile west of Sherwood Forest Blvd to Fla. Mango Rd.

FROM 0.2 Miles south of Boynton Bch. Blvd. To Lake Worth Rd
FROM Lake Worth Road To L-10 Canal

		(A)	(B)	(C)	(D)	
ACTIVITY	UNIT	PERCENT FUNDED	COST PER UNIT (\$)	CYCLES BUDGETED (NO. OF TIMES SERVICED/YR)	WORK LOAD	TOTAL \$ BUDGETED A*B*C*D
SMALL MACHINE MOWING	ACRE	60.00%	81.02	7	30	\$10,208.52
INTER. MACHINE MOWING	ACRE	60.00%	48.99	7	139.4	\$28,682.67
LARGE MACHINE MOWING	ACRE	75.00%	14.03	7	456	\$33,587.82
SLOPE MOWING	ACRE	75.00%	102.31	6	26	\$11,970.27
TREE TRIMMING	MAN HOURS	60.00%	36.78	1	194	\$4,281.19
LITTER PICKUP	ACRE	52.50%	7.13	Based on ADT	2301.00	\$8,613.22
EDGING & SWEEPING	EDGE MILE	52.50%	295.33	1	153.77	\$23,841.77

Total = \$121,185.45

Select Year: 2008 Go

The 2008 Florida Statutes

[Title XXVI](#)[Chapter 334](#)[View Entire Chapter](#)

PUBLIC TRANSPORTATION

TRANSPORTATION ADMINISTRATION

334.044 Department; powers and duties.--The department shall have the following general powers and duties:

- (1) To assume the responsibility for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the state, and to assure the compatibility of all components, including multimodal facilities.
- (2) To adopt rules pursuant to ss. [120.536\(1\)](#) and [120.54](#) to implement the provisions of law conferring duties upon it.
- (3) To adopt an official seal.
- (4) To maintain its headquarters in Tallahassee and its district offices and necessary field offices at such places within the state as it may designate, and to purchase, build, or lease suitable buildings for such uses.
- (5) To purchase, lease, or otherwise acquire property and materials, including the purchase of promotional items as part of public information and education campaigns for the promotion of scenic highways, traffic and train safety awareness, alternatives to single-occupant vehicle travel, and commercial motor vehicle safety; to purchase, lease, or otherwise acquire equipment and supplies; and to sell, exchange, or otherwise dispose of any property that is no longer needed by the department.
- (6) To acquire, by the exercise of the power of eminent domain as provided by law, all property or property rights, whether public or private, which it may determine are necessary to the performance of its duties and the execution of its powers.
- (7) To enter into contracts and agreements.
- (8) To sue and be sued as provided by law.
- (9) To employ and train staff, and to contract with qualified consultants. For the purposes of chapters 471 and 472, the department shall be considered a firm.
- (10)(a) To develop and adopt uniform minimum standards and criteria for the design, construction, maintenance, and operation of public roads pursuant to the provisions of s. [336.045](#).

(b) The department shall periodically review its construction, design, and maintenance standards to ensure that such standards are cost-effective and consistent with applicable federal regulations and state law.

(c) The department is authorized to adopt rules relating to approval of aggregate and other material sources.

(11) To establish a numbering system for public roads, to functionally classify such roads, and to assign jurisdictional responsibility.

(12) To coordinate the planning of the development of public transportation facilities within the state and the provision of related transportation services as authorized by law.

(13) To designate existing and to plan proposed transportation facilities as part of the State Highway System, and to construct, maintain, and operate such facilities.

(14) To establish, control, and prohibit points of ingress to, and egress from, the State Highway System, the turnpike, and other transportation facilities under the department's jurisdiction as necessary to ensure the safe, efficient, and effective maintenance and operation of such facilities.

(15) To regulate and prescribe conditions for the transfer of stormwater to the state right-of-way as a result of manmade changes to adjacent properties.

(a) Such regulation shall be through a permitting process designed to ensure the safety and integrity of the Department of Transportation facilities and to prevent an unreasonable burden on lower properties.

(b) The department is specifically authorized to adopt rules which set forth the purpose; necessary definitions; permit exceptions; permit and assurance requirements; permit application procedures; permit forms; general conditions for a drainage permit; provisions for suspension or revocation of a permit; and provisions for department recovery of fines, penalties, and costs incurred due to permittee actions. In order to avoid duplication and overlap with other units of government, the department shall accept a surface water management permit issued by a water management district, the Department of Environmental Protection, a surface water management permit issued by a delegated local government, or a permit issued pursuant to an approved Stormwater Management Plan or Master Drainage Plan; provided issuance is based on requirements equal to or more stringent than those of the department. The department may enter into a permit-delegation agreement with a governmental entity if issuance of a permit is based on requirements that the department finds will ensure the safety and integrity of facilities of the Department of Transportation.

(16) To plan, acquire, lease, construct, maintain, and operate toll facilities; to authorize the issuance and refunding of bonds; and to fix and collect tolls or other charges for travel on any such facilities.

- (17) To designate limited access facilities on the State Highway System and turnpike projects; to plan, construct, maintain, and operate service roads in connection with such facilities; and to regulate, reconstruct, or realign any existing public road as a service road.
- (18) To establish and maintain bicycle and pedestrian ways.
- (19) To encourage and promote the development of multimodal transportation alternatives.
- (20) To conduct research studies, and to collect data necessary for the improvement of the state transportation system.
- (21) To conduct research and demonstration projects relative to innovative transportation technologies.
- (22) To cooperate with and assist local governments in the development of a statewide transportation system and in the development of the individual components of the system.
- (23) To cooperate with the transportation department or duly authorized commission or authority of any state in the development and construction of transportation facilities physically connecting facilities of this state with those facilities of any adjoining state.
- (24) To identify, obtain, and administer all federal funds available to the department for all transportation purposes.
- (25) To do all things necessary to obtain the full benefits of the national Highway Safety Act of 1966, and in so doing, to cooperate with federal and state agencies, public and private agencies, interested organizations, and individuals to effectuate the purposes of that act, and any and all amendments thereto. The Governor shall have the ultimate state responsibility for dealing with the Federal Government in respect to programs and activities initiated pursuant to the national Highway Safety Act of 1966, and any amendments thereto.
- (26) To provide for the conservation of natural roadside growth and scenery and for the implementation and maintenance of roadside beautification programs, and no less than 1.5 percent of the amount contracted for construction projects shall be allocated by the department to beautification programs. Except where prohibited by federal law or federal regulation and to the extent practical, a minimum of 50 percent of these funds shall be used to purchase large plant materials with the remaining funds for other plant materials. All such plant materials shall be purchased from Florida-based nurseryman stock on a uniform competitive bid basis. The department will develop grades and standards for landscaping materials purchased through this process. To accomplish these activities, the department may contract with nonprofit organizations having the primary purpose of developing youth employment opportunities.
- (27) To conduct studies and provide coordination to assess the needs associated with landside ingress and egress to port facilities, and to coordinate with local governmental entities to ensure that port facility access routes are properly integrated with other transportation facilities.

(28) To require persons to affirm the truth of statements made in any application for a license, permit, or certification issued by the department or in any contract documents submitted to the department.

(29) To advance funds for projects in the department's adopted work program to governmental entities prior to commencement of the project or project phase when the advance has been authorized by the department's comptroller and is made pursuant to a written agreement between the department and a governmental entity.

(30) To take any other action necessary to carry out the powers and duties expressly granted in this code.

(31) To provide oversight of traveler information systems that may include the provision of interactive voice response telephone systems accessible via the 511 number as assigned by the Federal Communications Commission for traveler information services. The department shall ensure that uniform standards and criteria for the collection and dissemination of traveler information are applied using interactive voice response systems.

(32) In order to fulfill the department's mission to provide a safe and efficient transportation system, the department's Office of Motor Carrier Compliance may employ sworn law enforcement officers, certified in accordance with chapter 943, to enforce the traffic and criminal laws of this state. Such officers shall have full law enforcement powers granted to other peace officers of this state, including making arrests, carrying firearms, serving court process, and seizing vehicles defined as contraband under s. 319.33, illegal drugs, stolen property, and the proceeds of illegal activities. Officers appointed under this section have the primary responsibility for enforcing laws relating to size and weight of commercial motor vehicles; safety, traffic, tax, and registration of commercial motor vehicles; interdiction of vehicles defined as contraband under s. 319.33, illegal drugs, and stolen property; and violations that threaten the overall security and safety of Florida's transportation infrastructure and the motoring public. The office is also authorized to appoint part-time or auxiliary law enforcement officers pursuant to chapter 943 and to provide compensation in accordance with law.

(33) To enter into agreement with Space Florida to coordinate and cooperate in the development of spaceport infrastructure and related transportation facilities contained in the Strategic Intermodal System Plan and, where appropriate, encourage the cooperation and integration of airports and spaceports in order to meet transportation-related needs.

History.--s. 11, ch. 84-309; s. 9, ch. 85-180; s. 26, ch. 86-243; s. 2, ch. 88-224; s. 155, ch. 92-152; s. 56, ch. 93-164; s. 15, ch. 96-423; s. 1, ch. 98-105; ss. 69, 232, 233, ch. 98-200; s. 1, ch. 99-250; s. 6, ch. 2000-266; s. 3, ch. 2002-13; s. 8, ch. 2002-20; s. 39, ch. 2003-286; s. 65, ch. 2006-60; s. 27, ch. 2007-259.

Select Year: 2008 Go

The 2008 Florida Statutes

Title XXVI
PUBLIC TRANSPORTATION

Chapter 335
STATE HIGHWAY SYSTEM

[View Entire Chapter](#)

335.055 Routine maintenance contracts.--

- (1) The Department of Transportation may enter into contracts with counties and municipalities to perform routine maintenance work on the State Highway System within the appropriate boundaries.
- (2) Each county or municipality which completes the work described in subsection (1) shall be relieved from any tort liability arising after completion of such work if the completed project conforms to the standards of the contract as agreed to by the department.
- (3) Each county or municipality shall be entitled to receive payment or reimbursement from the department, in accordance with the contract, if the work is completed to the standards of the contract as agreed to by the department.
- (4) Nothing contained in this section shall impair, suspend, contract, enlarge, extend, or affect in any manner the powers and duties of the department.

History.---s. 1, ch. 87-164.

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2009- _____

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment**

FUND Transportation Improvement

**BGRV 052109-673
BGEX 052109-1769**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/21/09	REMAINING BALANCE
REVENUES								
	SR7/PALMETTO PARK RD-GLADES RD (OTIS)							
	3500-361-1315-3449 State Grnt Oth Transportation	<u>0</u>	<u>0</u>	<u>200,000</u>	<u>0</u>	<u>200,000</u>		
	TOTAL RECEIPTS & BALANCES	277,171,871	260,996,777	200,000	0	261,196,777		
EXPENDITURES								
	SR7/PALMETTO PARK RD-GLADES RD (OTIS)							
	3500-361-1315-6510 Landscaping/Irrigation-Infra	<u>0</u>	<u>0</u>	<u>200,000</u>	<u>0</u>	<u>200,000</u>	0	200,000
	TOTAL APPROPRIATIONS & EXPENDITURES	277,171,871	260,996,777	200,000	0	261,196,777		

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 07/07/09

Engineering & Public Works

Aprilita

5/21/09

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners