Agenda Item #: 3-C-3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2010

[X] Consent[] Workshop

[] Reg [] Pul

Regular Public Hearing

Department:

Submitted By:Engineering & Public WorksSubmitted 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 the Broward/Palm Beach County Line to Palmetto Park Road; and
- **B)** Approve a Budget Amendment of \$400,000 in the Transportation Improvement Fund to recognize reimbursement from FDOT and appropriate it to SR7 Broward/Palm Beach County Line to Palmetto Park Road.

SUMMARY: FDOT agrees to provide the County up to \$400,000 as 100% reimbursement funding for the County's installation of irrigation and landscape in the medians of State Road 7 from the Broward/Palm Beach County Line to Palmetto Park 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, 2012. No matching funds are required. It is expected that County will spend an additional \$4,000 annually to operate and maintain the irrigation system and new landscaping. 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 "OTIS" (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. Last year the County entered into a similar JPA with FDOT which provided funding of up to \$200,000 for similar improvements on State Road 7 from Palmetto Park Road to Glades Road. This JPA fulfills FDOT's intent to provide up to \$400,000 for these improvements.

Attachments:

- 1. Location Sketch
- 2. Resolution
- 3. JPA with FDOT (4)
- 4. Budget Amendment

	Division Director	Date
Approved By:	ST. Will	7/26/10
	County Engineer	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2010 <u>\$400,000</u> -0- < <u>\$400,000</u> > <u>-0-</u> <u>-0-</u> <u>\$-0-</u> <u>\$-0-</u>	2011 -0- \$3,650 -0 - -0- \$3,650	2012 <u>-0-</u> <u>\$3,650</u> <u>-0-</u> <u>-0-</u> <u>\$3,650</u>	2013 -0- \$3,650 -0- -0- -0- \$3,650	2014 <u>-0-</u> <u>\$3,650</u> <u>-0-</u> <u>-0-</u> <u>\$3,650</u>
# ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included in Current Budget Acct No.: Fund_ I Prog	 No <u>X</u> .				

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

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

No matching funds are required for this agreement.

There will be increased operating costs due to the additional mowing and electricity to run the irrigation pumps. These costs will be absorbed by the Streetscape operating budget subject to approval of future year budgets.

ation Pl hiti C. Departmental Fiscal Review: .

- III. <u>REVIEW COMMENTS</u>
- A. OFMB Fiscal and/or Contract Dev. and Control Comments:

28-IC

B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

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This Contract complies with our contract review requirements.

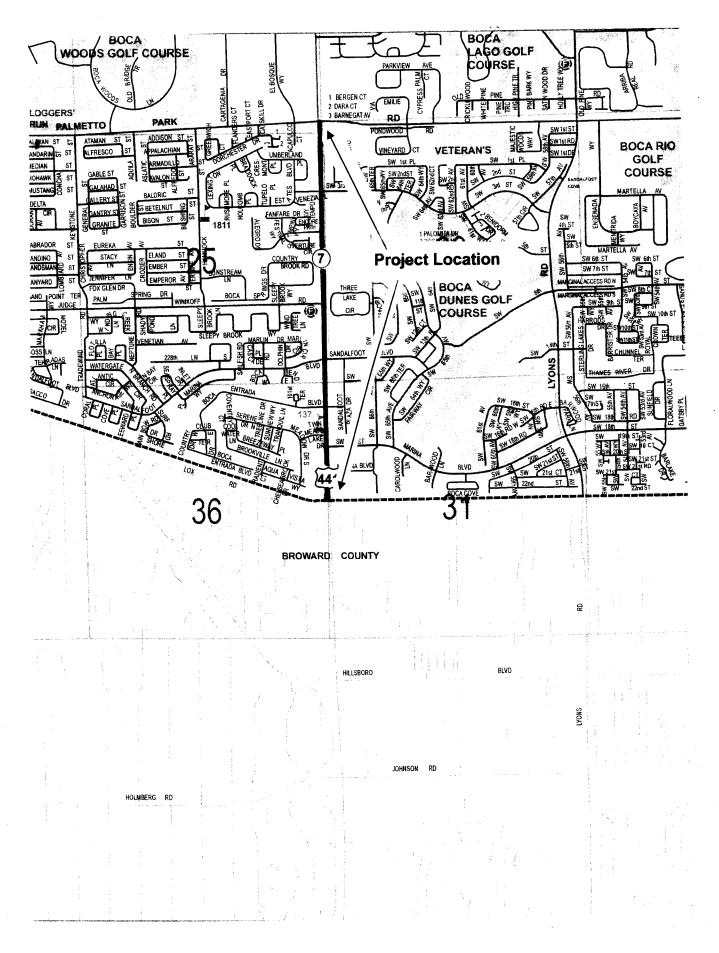
Department Director

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

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LOCATION SKETCH

RESOLUTION NO. R-2010-

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 the Broward/Palm Beach County Line to Palmetto Park Road; 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 foregoing recitals are hereby reaffirmed and ratified.
- 2. The Chairman (or Vice Chair) 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:

District 5 - BURT AARONSON, Chairman

District 1 - KAREN T. MARCUS, Vice Chair

District 2 - JEFF KOONS

District 3 – SHELLEY VANA

District 4 – STEVEN L. ABRAMS

District 6 – JESS R. SANTAMARIA

District 7 - PRISCILLA A. TAYLOR

The Chairman thereupon declared this Resolution duly passed and adopted this

_____ Day of ______, 2010.

SHARON R. BOCK, CLERK AND COMPTROLLER

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BY:_____ Deputy Clerk

SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:_____ (County Attorney)

ATTACHMENT 2

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

THIS Agreement, entered into this ______ day of ____20___, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, 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 426014-1-58-01 for landscape, hardscape and/or irrigation improvements at State Road 7 (US441) from the Broward/Palm Beach County Line (M.P. 0.000) to Palmetto Park Road (M.P. 1.485) Palm Beach County, Florida, herein after referred to as the Project. 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 ______, 20_____, 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.

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- 5. The total cost of the Project is estimated at **Four Hundred Thousand Dollars and No Cents (\$400,000.00).** The DEPARTMENT agrees to pay one hundred percent (100%) of the total actual cost of the Project, up to a maximum amount of **\$400,000.00** for actual costs incurred. The PARTICIPANT shall submit progress billings to the DEPARTMENT on a quarterly basis. The balance of the Project cost shall be the sole responsibility of and 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 a permit from the DEPARTMENT before the PARTICIPANT may proceed with construction of the Project.
- 8. The PARTICIPANT must certify that the installation of the project is completed by a Contractor prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2010), as amended unless otherwise approved by the DEPARTMENT in writing.
- 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, 2012,** whichever occurs first.
- 11. The PARTICIPANT shall agree to maintain all landscape improvements in accordance with the terms of the State Highway Landscape Maintenance, and Compensation Agreement dated November 19, 2003, approved by the Palm Beach County Commission on September 23, 2003 under Resolution No. R-2003-1513. A letter of commitment from the PARTICPANT to the DEPARTMENT to maintain said improvements is attached hereto and made a part hereof as Exhibit E.
- 12. Upon completion and certification of Project, the PARTICIPANT must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project which follows the 365 day warranty period. Invoices submitted after the 180 day time period will not be paid.
- 13. 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.

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- 14. 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 <u>10</u> 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.
- 15. 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.
- 16. 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) twenty working days to deliver a request for payment (voucher) to the Department of Financial Services. The (20) twenty working days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- 17. If a payment is not available within (40) forty 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.
- 18. 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.
- 19. 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.
- 20. 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

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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."

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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 Landscape Maintenance Memorandum of Agreement between the DEPARTMENT and the PARTICIPANT which 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.
- 25. 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:

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If to the DEPARTMENT:

State of Florida Department of Transportation 3400 West Commercial Blvd. Ft. Lauderdale, FL 33309-3421 Attention: Elisabeth A. Hassett, R.L.A. FDOT District IV Landscape Architect A second copy to: Office of the General Counsel If to the PARTICIPANT: Palm Beach County 2300 North Jog Road, West Palm Beach, Florida 33411 Attention: Mr. Andrew S. Hertel With a copy to: City Attorney

24. LIST OF EXHIBITS

Exhibit A: Scope of Services Exhibit B: Project Plans Exhibit C: Federal and /or State Funded Contracts Exhibit D: Authorization Exhibit E: Maintenance Commitment Letter

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 (PALM BEAC	COUNTY)	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION By: Transportation Development Director				
By:Chairperso	on/Mayor					
Attest:Clerl	(SEAL) k	Attest: Executive Secretary	(SEAL)			
Legal Review	Date	Legal Review	Date			
Attorney Attorney Approved as to term	ns and conditions	Office of the General Counsel	· · · · · · · · · · · · · · · · · · ·			
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EXHIBIT A SCOPE OF SERVICES

The PARTICIPANT (PALM BEACH COUNTY) agrees to make certain landscape improvements on State Road 7 (US441) from the Broward/Palm Beach County Line (M.P. 0.000) to Palmetto Park Road (M.P. 1.485) 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 RLA, of Gentile Holloway O'Mahoney and Associates, Inc.. 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 the 500 ft. view zone for permitted outdoor advertising signs per Florida Statutes 479.106.
- (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 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: FDOT Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413 (561) 432-4966, a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The PARTICIPANT shall notify the local maintenance office 48 hours prior to the start of the Project and provide as-built plans at project completion.
- (h) If there is a need to restrict the normal flow of traffic it shall be done on Monday-Friday during off-peak hours (9 AM to 3 PM), and the party performing such work shall give 48 hour 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 at least 48 hours in advance.
- (i) The PARTICIPANT shall be responsible to clear all utilities within the Project limits.

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e.

EXHIBIT B

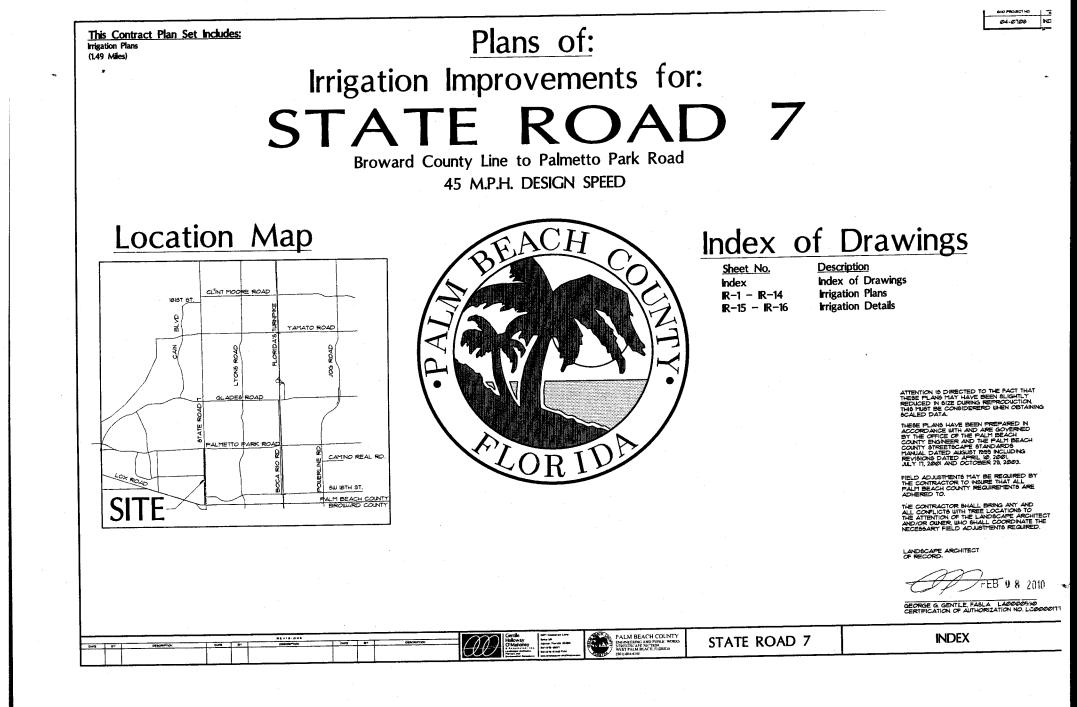
PROJECT PLANS

Please see attached plans prepared by: George G. Gentile, RLA, Gentile, Holloway, O'Mahoney and Associates, Inc.

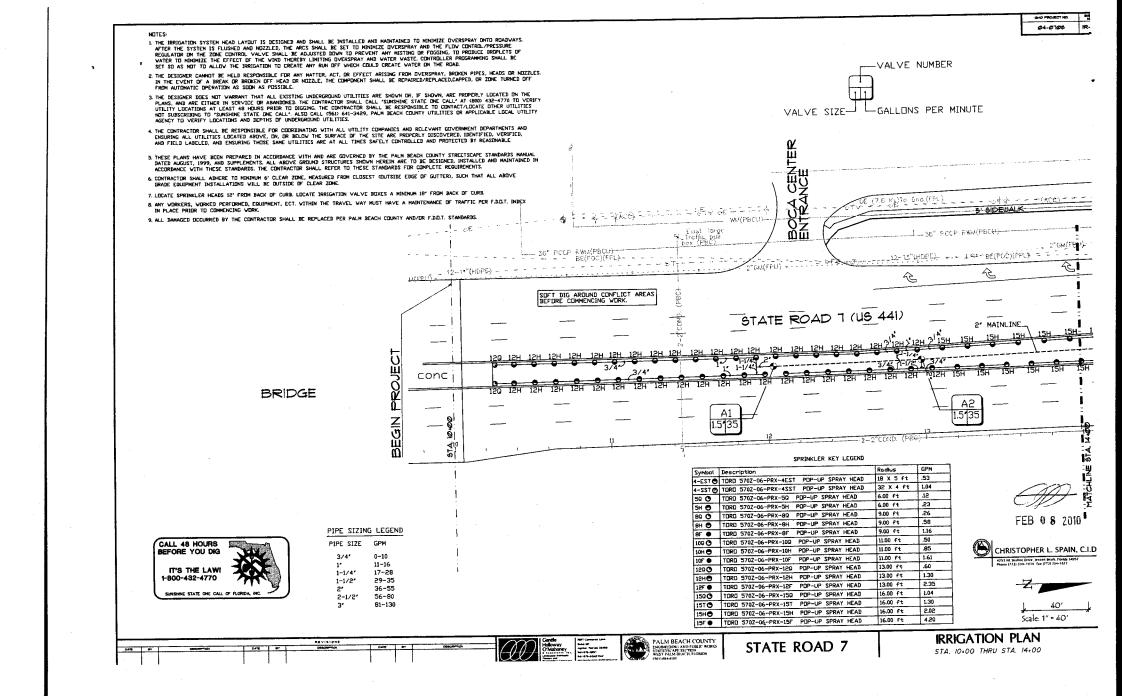
Dated: February 8, 2010

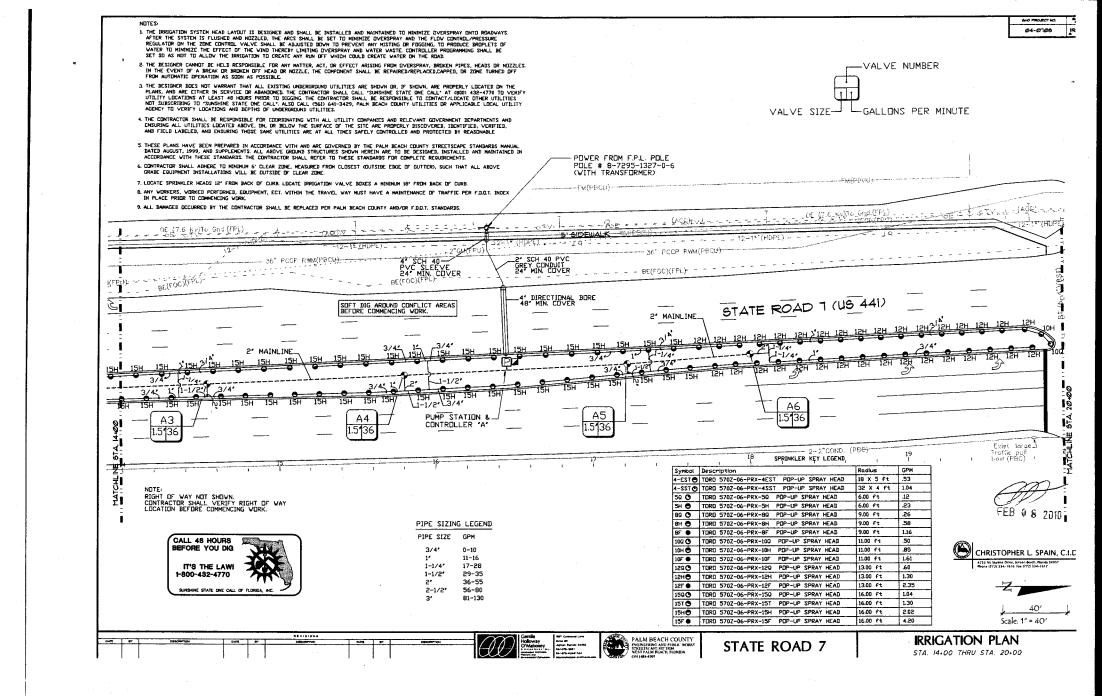
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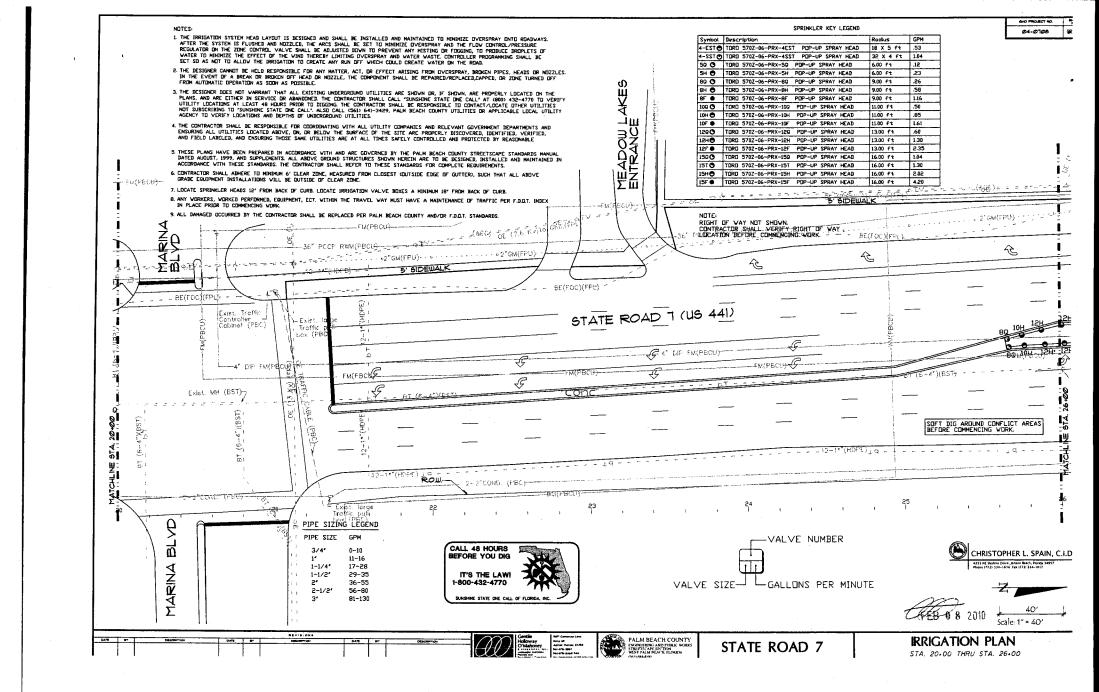
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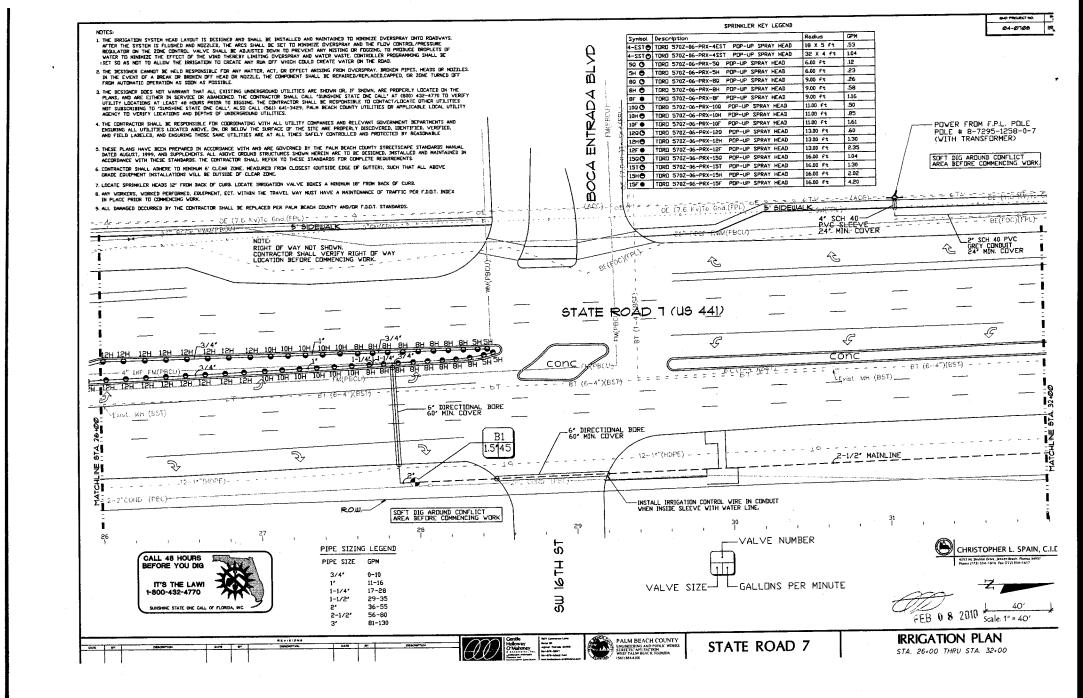


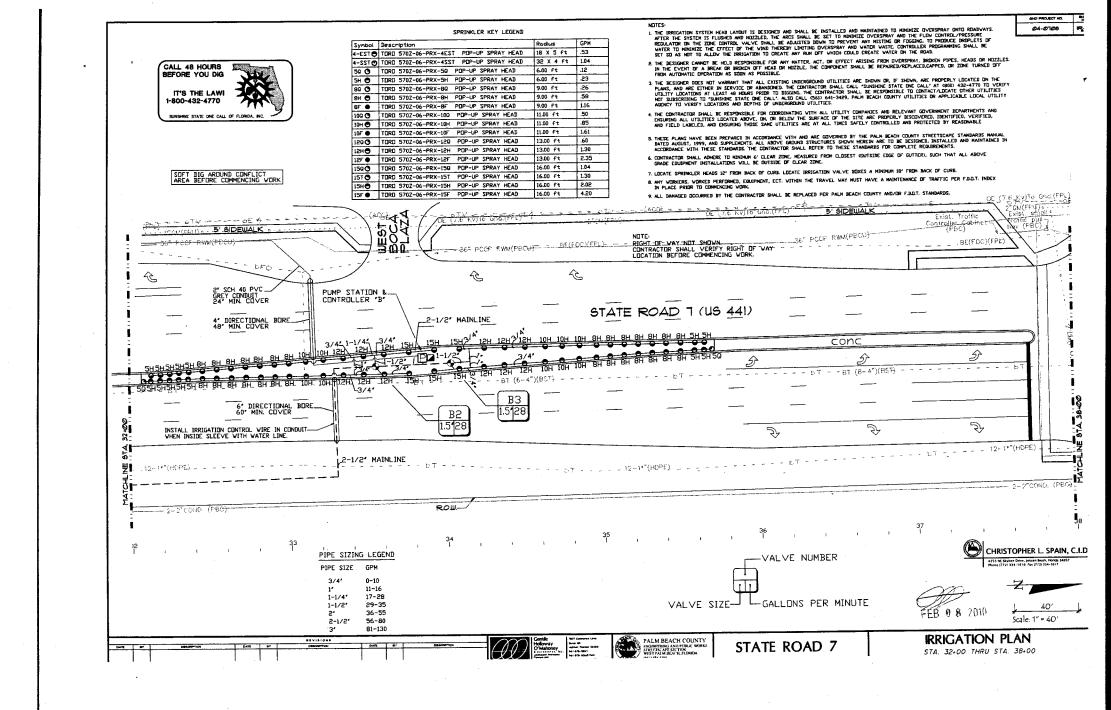


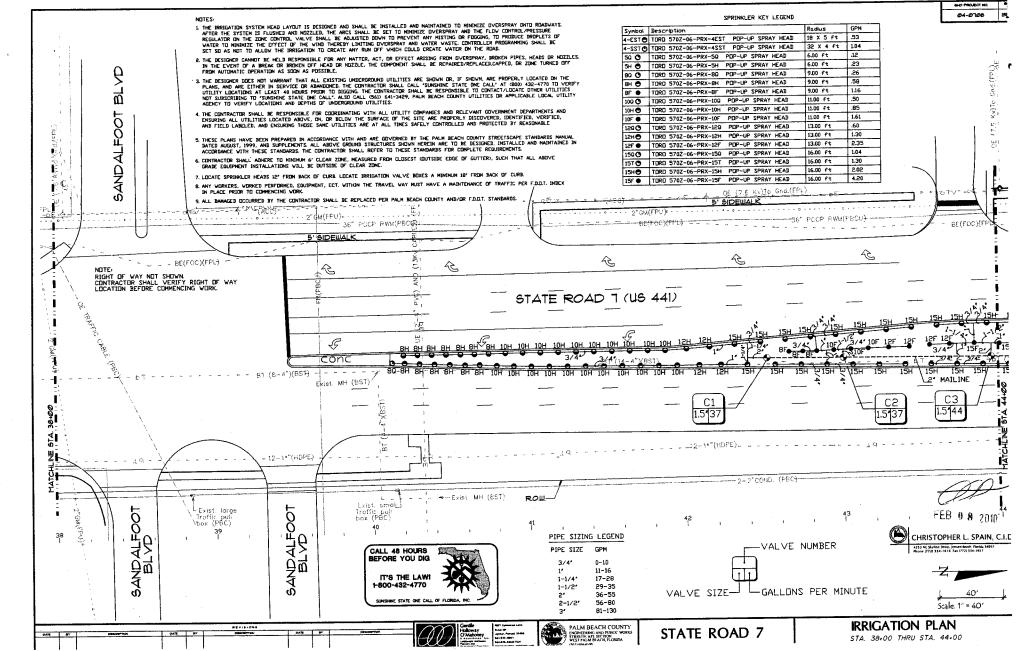


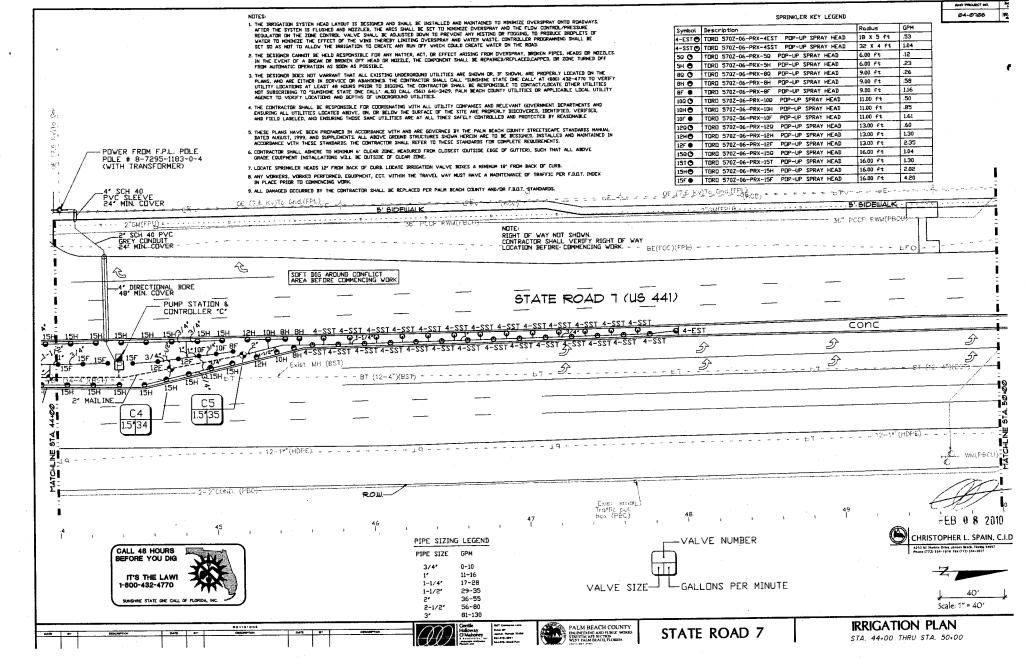


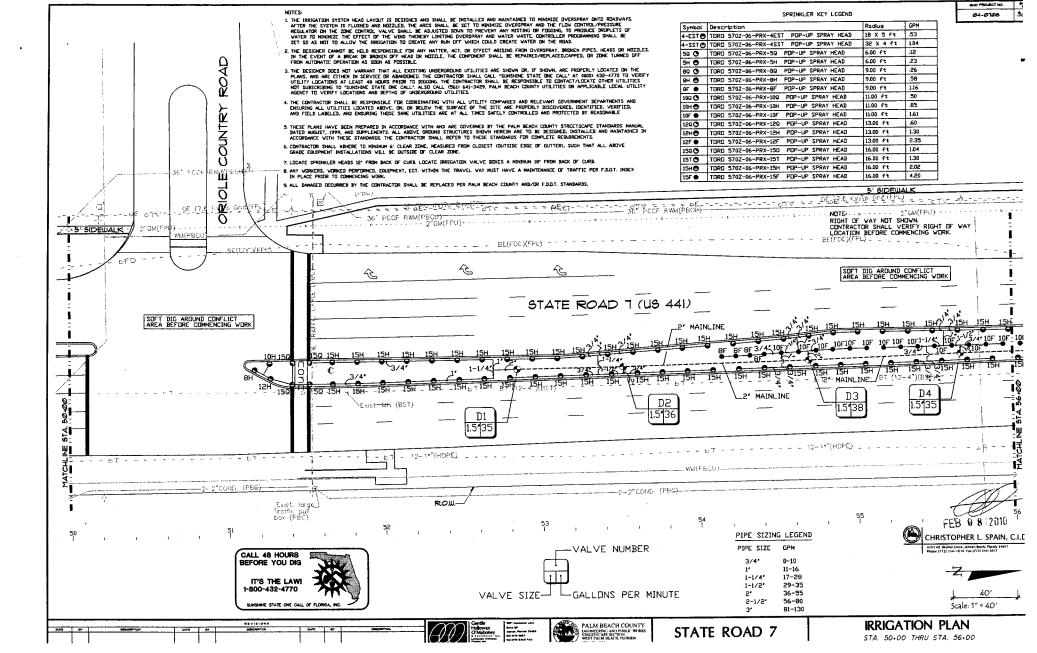


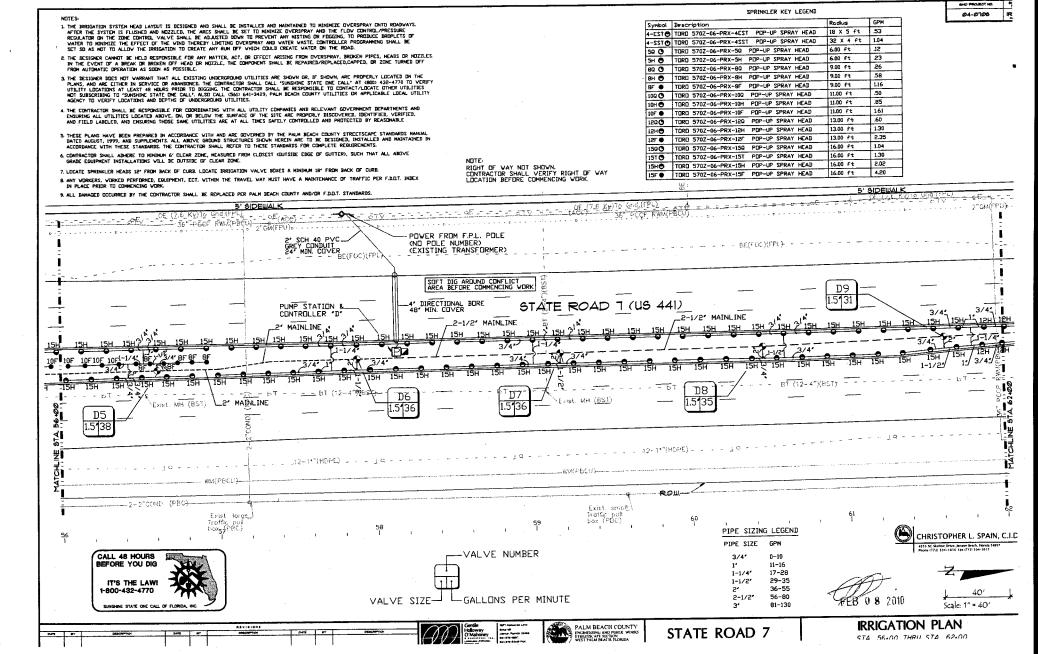


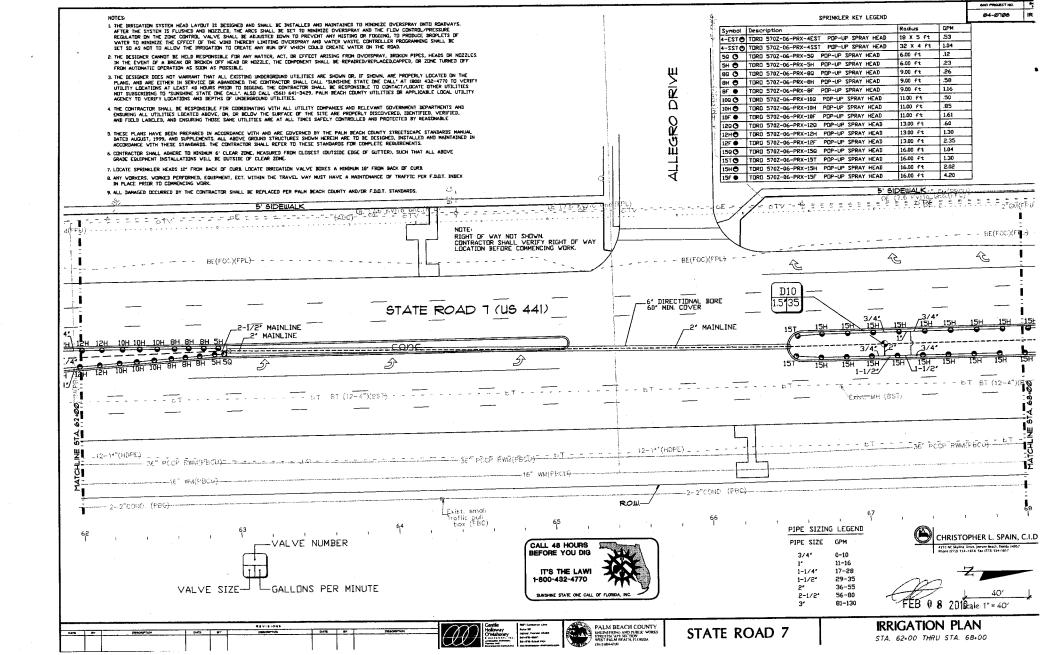


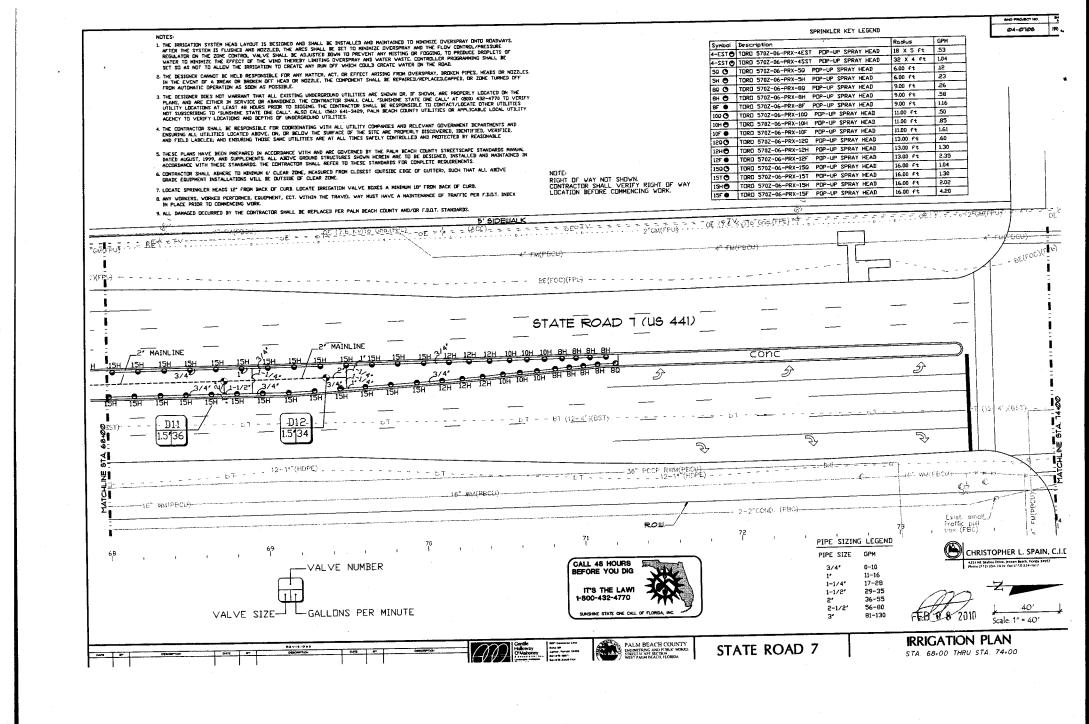


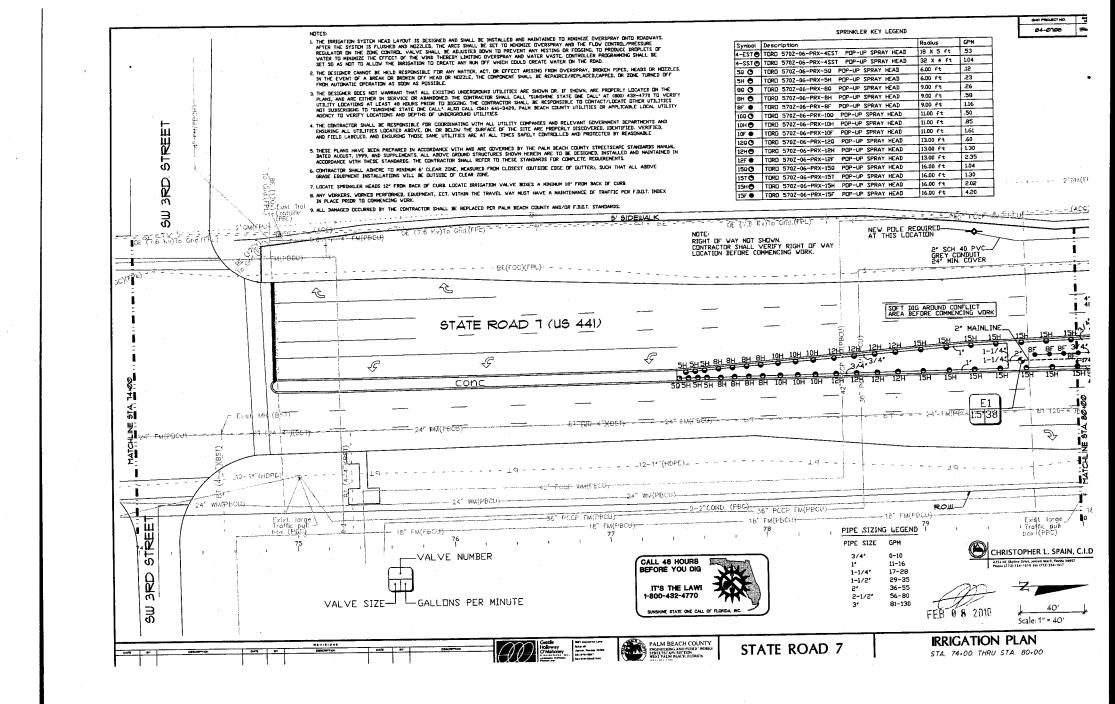


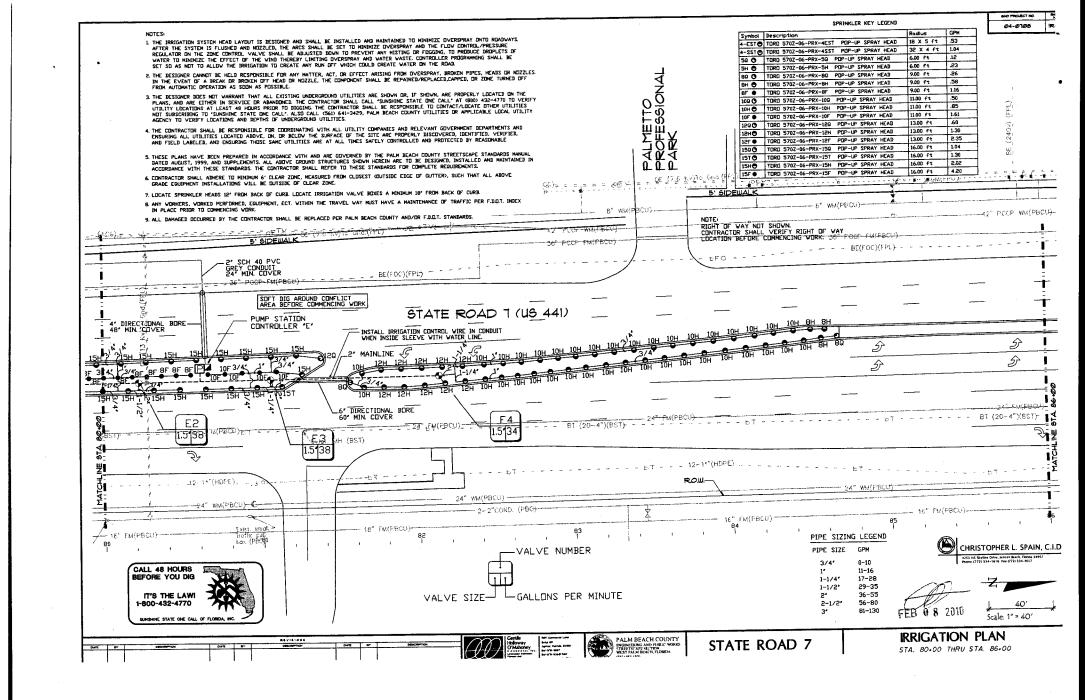


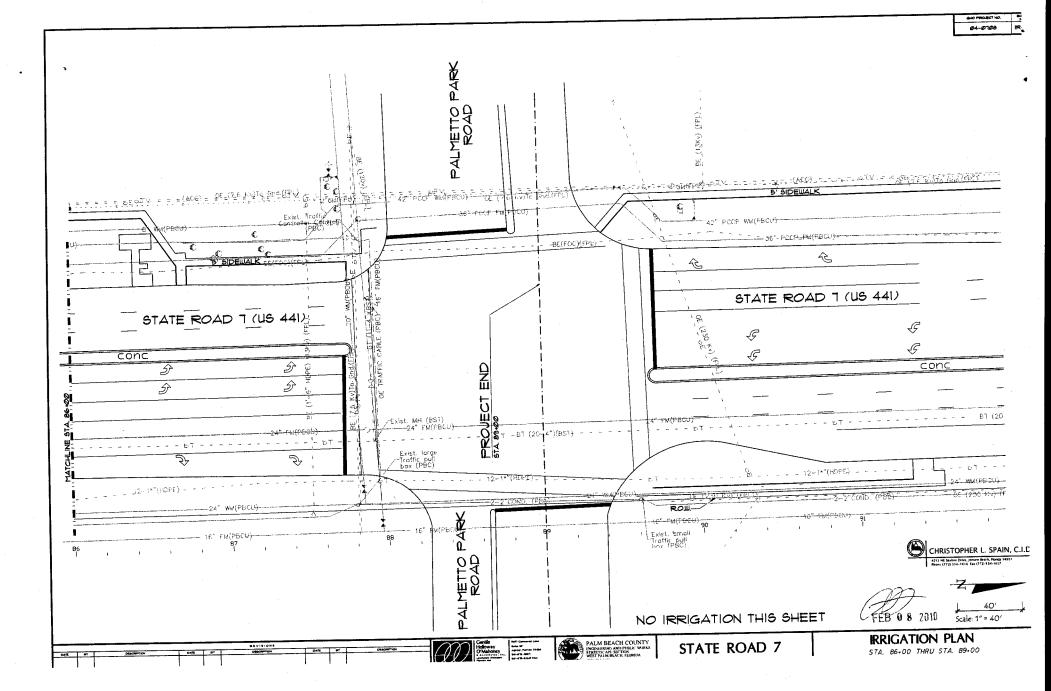












rigation He Quantity		Description	Radius	
	4-ESTO	TORD 570Z-06-PRX-4EST POP-UP SPRAY HEAD	18 X 5 ft	
27	4-SSTO	TORD 570Z-06-PRX-4SST PDP-UP SPRAY HEAD	32 X 4 ft	
4	50 0	TORD STOZ-06-PRX-SQ PDP-UP SPRAY HEAD	6.00 ft	
26	5н 🔿	TURD 570Z-06-PRX-5H PDP-UP SPRAY HEAD	6.00 ft	
6	80 0	TORD 570Z-06-PRX-80 PDP-UP SPRAY HEAD	9.00 Ft	
86	8H 🔿	TORD 570Z-06-PRX-8H POP-UP SPRAY HEAD	9.00 ft	
24	8F 🜒	TORD 570Z-06-PRX-8F POP-UP SPRAY HEAD	9.00 ft	
1	100 0	TORD 570Z-06-PRX-100 PDP-UP SPRAY HEAD	11.00 ft	
103	10H 🔿	TORD 570Z-06-PRX-10H PDP-UP SPRAY HEAD	11.00 ft	
28	10F •	TORD 570Z-06-PRX-10F POP-UP SPRAY HEAD	11.00 ft	
3	1200	TORD 570Z-06-PRX-12Q POP-UP SPRAY HEAD	13.00 ft	
142	12HO	TORD 570Z-06-PRX-12H POP-UP SPRAY HEAD	13.00 ft	
6	12F •	TORD 570Z-06-PRX-12F POP-UP SPRAY HEAD	13.00 ft	
4	1500	TORD 570Z-06-PRX-150 PDP-UP SPRAY HEAD	16.00 ft	
3	1510	TORD 570Z-06-PRX-15T POP-UP SPRAY HEAD	16.00 ft	
297	15HO	TORD 570Z-06-PRX-15H POP-UP SPRAY HEAD	16.00 ft	
5	15F ●	TORD 570Z-06-PRX-15F PDP-UP SPRAY HEAD	16.00 ft	
ipe (Mainline				
Quantity	Symbol	Description	Size	
2469 ft		Schedule 40 PVC w/schedule 80 fittings, line guard metallic tape	2.	
1157 ft	-	Class 200 PVC w/ductile iron fittings, line guard metallic tape	2-1/2*	
Pipe (Latero	1			
Quantity	Symbol	Description	Size	
1173 ft		Schedule 40 PVC Pipe	2'	
680 ft	-	Schedule 40 PVC Pipe	1-1/4'	
8138 ft		Schedule 40 PVC Pipe	3/4"	
1720 ft	-	Schedule 40 PVC Pipe	1"	
		Schedule 40 PVC Pipe	1-1/2*	
305 ft	Penel	Schedule 401 to the		
Pipe (Direct) Quantity	Symbol	Description	Size	
660 ft	Syribot	Directional Bore Pipe - HDPE	6'	
330 ft	0	Directional Bore Pipe - HDPE	4'	
Pipe (Sleeve Quantity	Symbol	Bescription	Size	
20 ft	- Syrilout	Schedule 40 PVC Pipe	4'	
Conduit (Ele		Description	Size	
Quantity	Symbol	Schedule 40 PVC Grey Pipe	2'	
1140 ft		Scheddle to the stay of the		
Pump Statio		Description	Size	
Quantity	Symbol	Pump Station / Controller: See Detail	3 H.P.	
5	PZ	Turp Station / Bonn Station Station		
Valves	Sumbal	Description	Size	
Quantity	Symbol	Irritrol 100 Series w/ Pressure Regulator	1-1/2"	
30	•	& 12' Valve Box	1-1/2	
Wire (Low	Voltage)			
Quantity		Description	Size	
3480 ft		UF direct burial wire (Ground)	AWG 12	
12860 ft		UF direct burial wire (Control)	AWG 14	
		EN ARE FOR CONTRACTORS CONVENIENCE		

DATE

NOTES:

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

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

DIRECTIONAL BORING SHALL BE DONE IN ACCORDANCE WITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS. DIRECTIONAL BORING SHALL BE DONE IN ACCORDANCE WITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS. BORING SHALL BE DONE IN ACCORDANCE WITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS. BORING SHALL BE DONE IN ACCORDANCE WITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS. BORING SHALL BE DONE IN ACCORDANCE WITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS. BORING SHALL BE DONE IN ACCORDANCE WITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS. BORING SHALL BE DONE IN ACCORDANCE WITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS. BORING SHALL BE DONE IN ACCORDANCE WITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS. BORING SHALL BE DONE IN ACCORDANCE WITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS. BORING SHALL BE DONE IN ACCORDANCE WITH PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS. BORING SHALL BE DONE IN ACCORDANCE WITH ALL BORE LOGS. DIRECTIONAL BORE 'AS-BULLTS', UTILITY CRUSSING EQUATIONS AND F.D.D.T. UTILITY CRUSSING 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' DR LARGER MAIN LINES: DUCTILE IRON FITTINGS, 2' DR SMALLER MAIN LINES: SCHEDULE 80 PVC, ZONE LINES: SCH. 40 PVC OHO PROJECT NO.

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FABRICATION SQUARE CUT, CLEAN ALL JOINTS, USE CLEANER ON ALL LATERALS, USE GRAY PVC CEMENT, FULLY ENGAGE ALL JOINTS,

FABRICATION SUMME CUT, CLEAR ALL JUINTS OUE CLEARCH IN THE DITAL 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.

- 2. 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
- 3. CONTROL WIRESI AVG 14 FOR ALL HOT VIRES AND AVG 12 FOR COMMON. SOLID COPPER TYPE UF UL LISTED FOR DIRECT BURIAL. RUN UNDER MAINLINE, TAPED EVERY 10'. SPLICE WIRES UNLY IN A VALVE BOD ALL SPLICES SHALL BE MOISTURE FRODE USING DBY DR EQUAL TYPE CONNECTORS. ALL SPLICES SHALL BE MOISTURE FRODE USING DBY DR EQUAL TYPE CONNECTORS. RUN 2 SPARES FROM CONTROLLER IN EACH DIRECTION ALL AROUND MAIN IN ADDITION TO ANY SPARES AT STUBDUTS SHOWN, COMMON TO BE WHITE, SPARES BLACK, HOT WIRES COLOR CODED.
- 4. PRESSURE TEST MAIN LINES AT 100 PSI FOR 24 HOURS WITH A MAXIMUM ALLOWABLE LOSS OF 5 PSI. IF SYSTEM FAILS TEST, REPAIR & RETEST. TEST TO BE CONDUCTED IN PRESENCE OF PALM BEACH COUNTY REPRESENTATIVE.
- 5. BACKFILL ALL TRENCHES FREE OF DEBRIS, COMPACT TO ORIGINAL DENSITY, FLUSH ALL LINES, USE SCREENS IN ALL HEADS, ADJUST HEADS FOR PROPER COVERAGE AVOIDING EXCESS VATER ON WALLS, VALKS, PAVING, ETC.

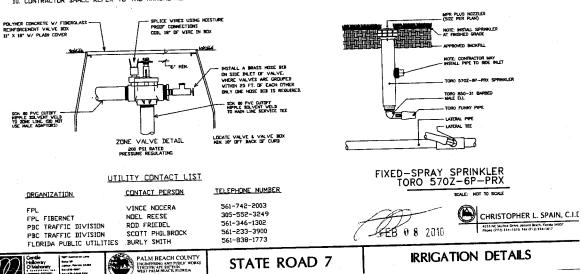
6. ALL DETAILS ARE GRAPHICALLY SHOWN ONLY. ALL QUANTITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO INSTALLATION. THIS SHALL BE THE CONTRACTORS RESPONSIBILITY TO ASSURE COMPLETE DVERLAPPING CODERAGE. ANY DISCREPANCES SHALL BE REPORTED TO THE DWNER AND LANDSCAPE ARCHITECT BEFURE PRODECEDING CODES AND LOCAL REGULATIONS SHALL TAKE PRESIDENCE DVCR THESE PLANS, THE LANDSCAPE ARCHITECT BEFURE PROSENVES THE RIGHT TO MAKE MINOR FIELD CHANGES, THE CONTRACTOR MAY FIELD ADJUST SPRAY NOZZLE SELECTION TO PROVIDE PROPER COVERAGE.

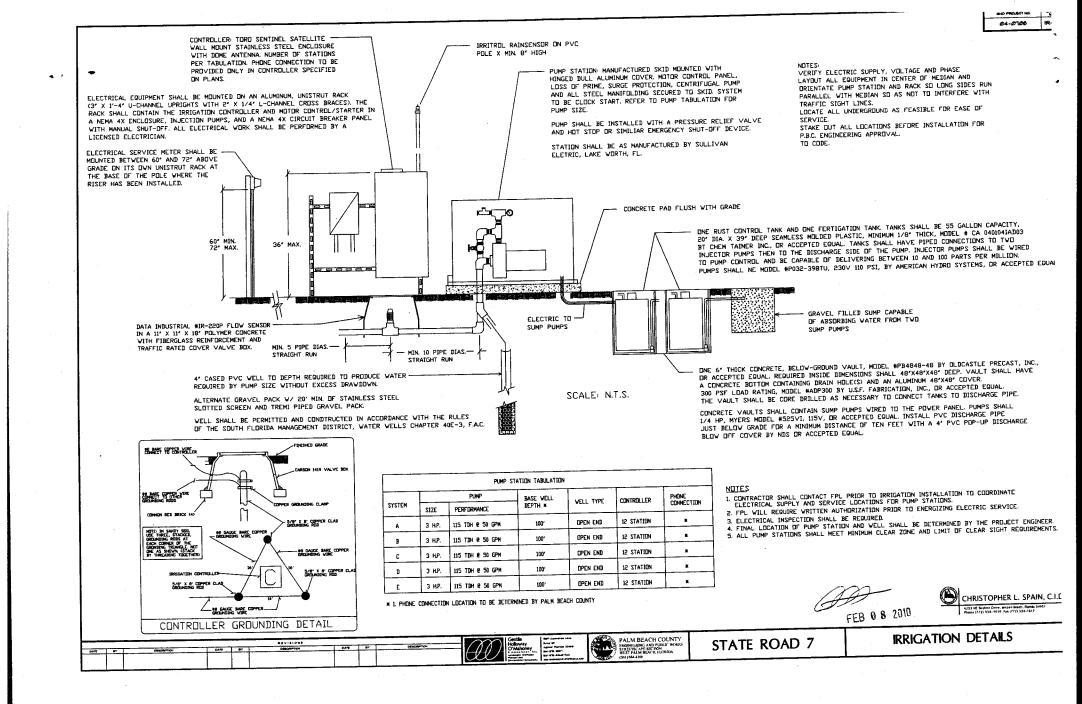
PROVIDE DWNER WITH AN ACCURATE "AS INSTALLED" PLAN AT COMPLETION SHOWING MAIN LINES, WIRING, VALVES, CROSSINGS, ETC. USING DIMENSIONS FROM FIXED DATUMS.

8. CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF WORK.

9. IF EXISTING SIDEWALK IS REMOVED OR DAMAGED IN BORING OR CONSTRUCTION, IT SHALL BE REPLACED TO PALM BEACH COUNTY AND F.D.D.T. SPECIFICATIONS.

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





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EXHIBIT C

FEDERAL AND/OR STATE FUNDED CONTRACTS

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

MONITORING

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

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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)(I), 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.
- 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.

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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 <u>directly</u> 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

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- 3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> 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 Auditor General's Office at the following address:

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

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

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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: PALM BE	ACH COUNTY FM#:42	<u>6014-1-58-01</u>
State Agency	Catalog of State Financial Assistance (Number & Title)	Amount
FDOT 55.023	State Highway Project Reimbursement (Department of Transportation)	\$400,000.00

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 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 Grants provide for the costs of purchase and installation of a sprinkler S.\Program Mgmt\Landscape Architecture\GRANTS\Grants-Folders 10-11\10-11 Keep Palm Beach Beautiful\Palm Beach County\JPA\JPA Palm Beach County Doc

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Costs: 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 See Part Three.

Management:

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.

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FM No. 426014-1-58-01 FEID No: VF-59-6000785

EXHIBIT E

MAINTENANCE COMMITMENT LETTER

Please see attached letter from <u>Andrew S. Hertel, AICP, Palm Beach County Streetscape</u> <u>Section Manager</u>

Dated: January 23, 2009

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DISTRICT FOUR RECEIVED

BEACH COUNTY

Department of Engineering and Public Works P.O. Box 21229 West Palm Beach, FL 33416-1229 (561) 684-4000 www.pbcgov.com



Palm Beach County Board of County Commissioners

Jeff Koons, Chairman

Burt Aaronson, Vice Chairman

Karen T. Marcus

Shelley Vana

Jess R. Santamaria

Addie L. Greene

County Administrator

Robert Weisman



"An Equal Opportunity Affirmative Action Employer"



January 23, 2009

Cleo Marsh, P.E. Florida Department of Transportation District IV 3400 West Commercial Boulevard Ft. Lauderdale, FL 33309

SUBJECT: State Road 7 – Broward County Line to Glades Road (SR 808) Landscape Maintenance

Dear Mr. Marsh:

Please let this letter confirm that Palm Beach County is committed to continuing its maintenance of the landscape, as well as planned irrigation on State Road 7 from the Broward County Line to Glades Road (SR 808) pursuant to the terms of the existing Joint Partnership Agreement with the Department (dated November 19, 2003).

The planned irrigation will be installed by the County following the completion of the Department's pending RRR project within these roadway limits.

Please feel free to contact me if you have any questions.

Sincerely,

Office of the County Engineer

Andrew S. Hertel, AICP Manager, Streetscape Section

pc: Elisabeth Hassett, RLA – Florida Department of Transportation George T. Webb, P.E., County Engineer (w/attachment) Steve Carrier, P.E., Assistant County Engineer (w/attachment) Carl Bengtson, RLA – Streetscape Section (w/attachment)

File: Roads - State Road 7 Florida Department of Transportation

F:\ASH|FDOT\StateRoad7InterestLtr012309

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET <u>Amendment</u>

2010- ____

ی بند د FUND <u>Transportation Improvement</u>

BGRV 070110-554 BGEX 070110-1738

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/01/10	REMAINING BALANCE
REVENUES SR7/COUNTY LINE-PALM 3500-361-1343-3449 State TOTAL RECEIPTS & BAL	Grnt Oth Transportation	0 250,398,117	0 267,215,321	<u>400,000</u> 400,000	<u>0</u> 0	<u>400,000</u> 267,615,321		
EXPENDITURES SR7/COUNTY LINE-PALM 3500-361-1343-6510 Lands TOTAL APPROPRIATION	scaping/Irrigation-Infra	0 250,398,117	0 267,215,321	<u>400.000</u> 400,000	<u>0</u> 0	<u>400,000</u> 267,615,321	0	400,000
Engineering & Public V	Works	SIGNATURE Aburllhite		$\frac{\mathbf{DATE}}{2/1/10}$		By Board of County Commissioners At Meeting of08/17/10		
Administration / Budge OFMB Department – F							Clerk to the of County Commiss	sioners