

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 17, 2011

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 approve Amendment Number One to Joint Participation Agreement (JPA) R-2009-1623 with the Florida Department of Transportation (FDOT) for additional FDOT funding for Palm Beach County's (County) installation of landscape improvements on State Road 7 from Palmetto Park Road to Glades Road (Project); and
- B) **Approve** a Budget Amendment of \$48,000 in the Transportation Improvement Fund to recognize reimbursement from FDOT and appropriate it to the Project.

SUMMARY: FDOT agrees to provide the County up to an additional \$48,000 as 100% reimbursement funding for the County's installation of replacement landscape in the medians of the Project. Approval of Amendment Number One will increase the total funding to be provided to a maximum amount of \$248,000. The original JPA's funding amount of \$200,000 was mostly for irrigation improvements. The total 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. Amendment Number One requires that all work be completed by the County and accepted by FDOT no later than December 31, 2012. No matching funds are required.

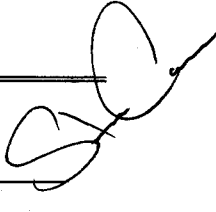
District 5 (MRE)

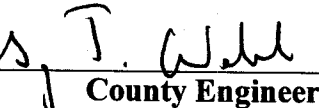
Background and Justification: This section of State Road 7 (Palmetto Park Road to Glades Road) is currently funded to receive irrigation and some minimal landscape under the original Joint Participation Agreement (JPA) R-2009-1623 with Florida Department of Transportation, which was approved by the Board of County Commissioners on October 6, 2009. Amendment Number One will provide additional funding to replace missing and damaged landscape in addition to the plant materials funded by the original JPA.

Attachments:

- 1. Location Sketch
- 2. Resolution
- 3. First Amendment to JPA with FDOT (3)
- 4. Original JPA R-2009-1623
- 5. Budget Amendment

Recommended by: 
Division Director

4/25/2011 
Date

Approved By: 
County Engineer

4/26/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$48,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$48,000>	-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: Atwillhite

III. REVIEW COMMENTS

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

[Signature] 5/2/2011
OFMB
SN 4/22/11 CC 4/28/11 4/27/11

[Signature] 5/3/11
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

[Signature] 5/12/11
Assistant County Attorney

This amendment complies with our review requirements.

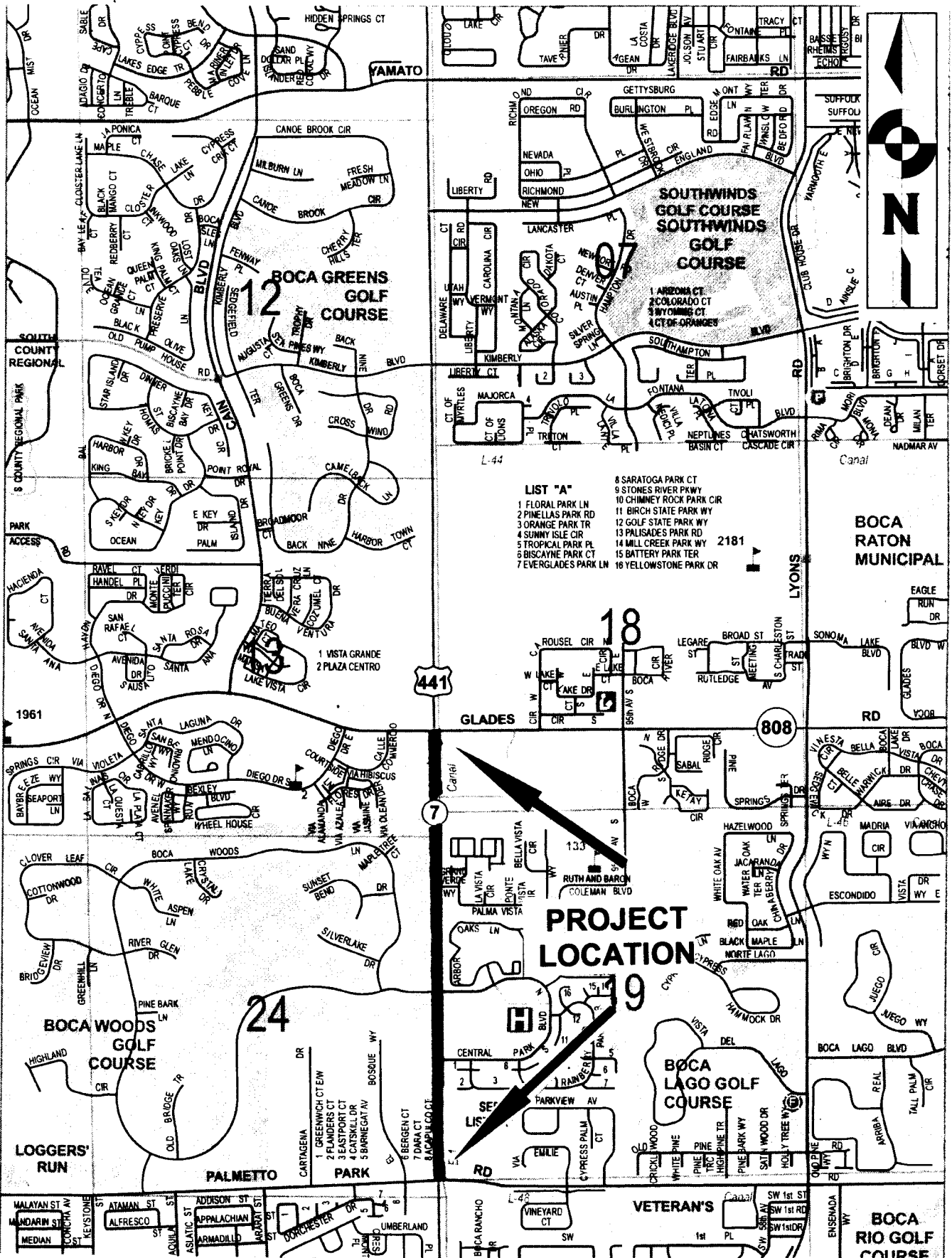
The E-Verify system authorizes an employer to confirm the employment eligibility of its newly hired employees. The persons described in paragraph 3(2) of the amendment are not employees of the Participant (County). Accordingly, the confirmation of employment eligibility made by the County as to the persons described in paragraph 3(2) of the amendment is made solely in reliance upon the documentation the County receives from each contractor/subcontractor verifying the employment eligibility of the contractor/subcontractor's employees.

C. Other Department Review:

Department Director

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

LOCATION SKETCH



RESOLUTION NO. R-2011-

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA, TO APPROVE THE FIRST
AMENDMENT TO A JOINT PARTICIPATION AGREEMENT (R2009-
1623) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION**

WHEREAS, Palm Beach County (COUNTY) wishes to enter into the First Amendment to a Joint Participation Agreement (JPA) (R2009-1623) with the Florida Department of Transportation (FDOT) for FDOT's reimbursement funding for COUNTY's installation of landscape improvements on State Road 7 from Palmetto Park Road to Glades 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 Chair (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 1 – KAREN T. MARCUS, Chair

District 3 – SHELLEY VANA, Vice Chair

District 2 – PAULETTE BURDICK

District 4 – STEVEN L. ABRAMS

District 5 - BURT AARONSON

District 6 – JESS R. SANTAMARIA

District 7 - PRISCILLA A. TAYLOR

The Chair thereupon declared this Resolution duly passed and adopted this _____
Day of _____, 2011.

SHARON R. BOCK, CLERK AND COMPTROLLER

BY: _____
Deputy Clerk

SEAL

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
(County Attorney)

ATTACHMENT 2

F:\Median\Agreements\ASH\Resolutions\SR7Phase1Resolution1stAmnd042011

**THREE ORIGINALS OF
THE FIRST AMENDMENT TO
JOINT PARTICIPATION AGREEMENT
WITH
THE FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTACHMENT 3

**DISTRICT FOUR (4) AMENDMENT NO. ONE (1)
TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND
PALM BEACH COUNTY JOINT PARTICIPATION AGREEMENT
CONTRACT NUMBER _____**

This is Amendment Number One to the Joint Participation Agreement dated October 28, 2009, made and entered into this _____ day of _____, 20__ by and between the State of Florida Department of Transportation hereinafter called the "DEPARTMENT" and Palm Beach County, a political subdivision of the State of Florida, hereinafter called the "PARTICIPANT".

WHEREAS, the parties entered into the Joint Participation Agreement dated October 28, 2009, for landscape, hardscape and/or irrigation improvements at State Road 7 (US 441) from Palmetto Park Road (M.P. 1.485) to SR 808 (Glades Road) (M.P. 2.751) in Palm Beach County, Florida; and,

WHEREAS, the DEPARTMENT and PARTICIPANT have agreed to add additional landscape improvements to be installed on State Road 7 (US 441) in accordance with the above referenced Agreement;

NOW THEREFORE, for and in consideration of mutual benefits to be derived from joint participation on the Project, the parties covenant and agree as follows:

1. The PARTICIPANT agrees to have installed for an additional amount of Forty Eight Thousand Dollars (\$48,000). Paragraph 5 of the Joint Participant Agreement for State Road 7 (US 441) dated October 28, 2009 is amended as follows:

The total cost of the Project is estimated at Two Hundred and Forty Eight Thousand Dollars and No Cents (\$248,000). 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 and Forty Eight Thousand Dollars and No Cents (\$248,000). The balance of the Project 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.

2. 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.

Construction Engineering Inspection (CEI) services will be provided by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the DEPARTMENT in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel.

3. PARTICIPANT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - (1) All persons employed by the PARTICIPANT during the term of the Contract to perform employments duties within Florida; and
 - (2) All persons, including subcontractors, assigned by the PARTICIPANT to perform work pursuant to the contract with the DEPARTMENT.
4. The PARTICIPANT shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverables for the entire Project are shown in Exhibit A, Deliverables, attached hereto and a made apart hereof.

The PARTICIPANT will be reimbursed only for actual expenses incurred during the Agreement time period that are directly related to the installation of landscape, hardscape and/or irrigation improvements as set forth in this Agreement. The PARTICIPANT will submit a written progress report by the 15th day of the month following the installation attesting to the actual number of large and/or small plants installed, along with all irrigation parts received and installation at the Project site. Upon completion, the PARTICIPANT will notify the DEPARTMENT'S Landscape Architect who will be responsible for inspection and acceptance of the landscape improvements contemplated in this Agreement.

5. Paragraph 11 of the Joint Participant Agreement for State Road 7 (US 441) dated October 28, 2009 is amended as follows:

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. The DEPARTMENT and PARTICIPANT may agree to extend this Agreement in writing. The PARTICIPANT shall delegate signature authority for the PARTICIPANT to the COUNTY ENGINEER.

6. Exhibit B of the Joint Participant Agreement for State Road 7 (US 441) dated October 28, 2009 is amended with the additional set of plans as referenced in Exhibit B dated April 15, 2011.

Except as modified by this amendment, all terms and conditions of the Agreement shall remain in full force and effect.

EXHIBIT A
DELIVERABLES

Please see the attached Deliverables

DELIVERABLES

SR 7 / STATE ROAD 7: PALMETTO PARK ROAD TO GLADES ROAD

FM 426013-1-58-01

CONTRACT NO.: APQ57

	QUANTITY	UNIT
LANDSCAPING		
Large Plants - Palms		
Solitare Palm, Ptychosperma elegans	30	EA
Cabbage Palms, Sabal palmetto	25	EA
Large Plants - Accent Trees		
Silver Buttonwood, Conocarpus erectus 'sericeus'	40	EA
Wild Tamarind, Lysiloma latisiliqua	18	EA
Large Plants - Canopy Trees		
Live Oak, Quercus virginiana	13	EA
Gumbo Limbo, Bursera simaruba	10	EA
Ancillary Items		
Excavation (Remove & Disposal)	20	CY
50 / 50 Backfill (Furnish & Install)	17	CY
SITE PREPARATION AND INSTALLATION OF BAHIA "ARGENTINE" SOD	78,415	SF
IRRIGATION		
6" POP-UP SPRAYHEAD INCLUDING FLEXIBLE PIPE	631	EACH
2" PVC MAIN	586	LF
2 1/2" O-RING PVC MAIN	3,000	LF
2" PVC	185	LF
1 1/4" PVC	410	LF
3/4" PVC	7,025	LF
1" PVC	1,200	LF
1 1/2" PVC	323	LF
JACK AND BORE 6" PVC (SCHED. 80) IRRIGATION SLEEVES	912	LF
JACK AND BORE 4" PVC (SCHED. 80) IRRIGATION SLEEVES	228	LF
JACK AND BORE 4" PVC (SCHED. 80) IRRIGATION SLEEVES	10	LF
2" GREY PVC SCH 40 - IN ADDITION TO 200' BASE LENGTH (INSTALLED IN TRENCH)	972	LF
INSTALL 3HP CENTRIFUGAL PUMP AND PUMP STATION FOR OBTAINING WATER FROM WELL	3	EACH
1 1/2" VALVE INCLUDING VALVE BOX	33	EACH
CONTROL WIRE (DIRECT BURIAL) INSTALLED W/MAIN LINE -Ground	3,530	LF
CONTROL WIRE (DIRECT BURIAL) INSTALLED W/MAIN LINE - Control	19,360	LF
12 STATION "SENTINEL FIELD SATELLITE" CONTROLLER WITH HYDROMETER	2	EACH
24 STATION "SENTINEL FIELD SATELLITE" CONTROLLER WITH HYDROMETER	1	EACH
#3 THWN COPPER WIRE SERVICE (INSTALLED IN CONDUIT IN EXCESS OF 200' BASE LENGTH)	250	LF
***THE PARTICIPANT WILL NEED DEPARTMENT APPROVAL IF DEVIATING FROM THESE DELIVERIBLES AS SHOWN IN EXHIBIT A.		

DUNS No. 078470481
CSFA No. 55.023

FM No. 426013-1-58-01
FEID No: VF-596 000 785 149

EXHIBIT B
PROJECT PLANS

Please see attached plans prepared by Carl W. Bengston, R.L.A. with Palm Beach County Streetscape Section

Dated: April 15, 2011

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	GENERAL NOTES
LD-3	PLANTING NOTES
LD-4	PLANTING DETAILS
LD-5 THRU LD-15	LANDSCAPE PLANS

COUNTY OF PALM BEACH
STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS

FM 426013-1-58-01

CONTRACT NO.: APO57

STATE ROAD 7

PALMETTO PARK ROAD TO GLADES ROAD

KAREN T. MARCUS
DISTRICT 1

PAULETTE BURDICK
DISTRICT 2

STEVEN L. ABRAMS
DISTRICT 4

JESS R. SANTAMARIA
DISTRICT 6



SHELLEY VANA
DISTRICT 3

BURT AARONSON
DISTRICT 5

PRISCILLA A. TAYLOR
DISTRICT 7

LANDSCAPE & IRRIGATION SHOP DRAWINGS
TO BE SUBMITTED TO:
CARL W. BENGTSON, R.L.A.
P.O. BOX 21229
WEST PALM BEACH, FL 33416-1229
(561) 684-4100

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

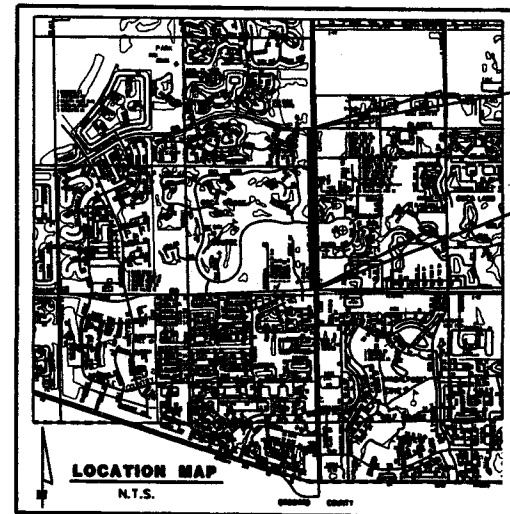
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SUBMITTAL DATE: 4/15/2011

COMPLIANCE CERTIFICATION

ALL LANDSCAPING AND ABOVE GROUND STRUCTURES SHOWN
HEREIN ARE DESIGNED AND ARE TO BE INSTALLED AND
MAINTAINED IN ACCORDANCE WITH PALM BEACH COUNTY
STREETSCAPE STANDARDS MANUAL AS UPDATED PERIODICALLY.

LANDSCAPE ARCHITECT OF RECORD: CARL W. BENGTSON, R.L.A.
PROFESSIONAL LANDSCAPE ARCHITECT NUMBER: 1415
DATE:



GOVERNING SPECIFICATIONS:
THE FLORIDA DEPARTMENT OF TRANSPORTATION,
STANDARD SPECIFICATIONS FOR ROAD & BRIDGE
CONSTRUCTION, DATED 2006, SUPPLEMENTS AND
SPECIAL PROVISIONS THERETO IF NOTED IN THE
CONTRACT SPECIFICATIONS FOR THIS PROJECT.

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE
WITH AND ARE GOVERNED BY THE FLORIDA DEPARTMENT
OF TRANSPORTATION'S, ROADWAY AND TRAFFIC DESIGN
STANDARDS (BOOKLET DATED JANUARY, 2006) AND THE
PALM BEACH COUNTY STREETSCAPE STANDARDS (BOOKLET
DATED OCTOBER 29, 2003).

TREE REPLACEMENT PLAN

KEY SHEET

No.	Revision	By	Date



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

Scales N.T.S.
Approved C.W.B.
Drawn C.O.
Checked
Date: 10/13/10
Field Book No:

Project: STATE ROAD 7
PALMETTO PARK ROAD
TO
GLADES ROAD

Sheet: 1
Of: 15
Drawing Name: STPPR2LDR1a.dwg
Project No:

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE GOVERNED BY THE APPLICABLE PORTIONS OF THE ROADWAY AND TRAFFIC DESIGN STANDARDS, DATE 2010 REVISIONS, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2010 SECTION 580 LANDSCAPE INSTALLATION, AND ANY APPLICABLE UPDATES.
2. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING ITS UTILITIES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.

FLORIDA POWER AND LIGHT
ATTENTION: DAN AGUSTIN
TELEPHONE: (561) 742-2003

F.P.L. TRANSMISSION
ATTENTION: TAMEKA AUGUSTIN
TELEPHONE: (561) 694-4107

BELLSOUTH
ATTENTION: ROBERT C. LOWEN
TELEPHONE: (561) 439-9118

AT&T
ATTENTION: ROBERT LOWEN
TELEPHONE: (561) 357-6615

FLORIDA PUBLIC UTILITIES
ATTENTION: CHRIS CANINO
TELEPHONE: (561) 838-1773

PALM BEACH COUNTY WATER UTILITIES
ATTENTION: HENRY MELENDEZ, P.E.
TELEPHONE: (561) 493-6120

FPL FIBERNET
ATTENTION: DANNY HASKETT
TELEPHONE: (305) 246-7827

COMCAST CABLE
ATTENTION: HENRY PATINO
TELEPHONE: (561) 454-5807

PALM BEACH COUNTY TRAFFIC OPERATION
SUPERINTENDENT
TELEPHONE: (561) 233-3900

FLORIDA GAS TRANSMISSION
ATTENTION: JOE SANCHEZ
TELEPHONE: (407) 838-7171

3. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT MANAGER SHOULD NOTIFY THE DISTRICT LOCATION SURVEYOR WITHOUT DELAY BY TELEPHONE.
4. MAINTENANCE OF TRAFFIC SHALL BE PERFORMED IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SECTION VI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION "ROADWAY AND TRAFFIC DESIGN STANDARDS" (2002 EDITION) INDEX 600, 603, 604, 605, 606, 607 & 621. TRAFFIC CONTROL OPERATION MUST INCLUDE SPECIFIC REGULATORY SPEEDS FOR EACH PHASE OF WORK IN ACCORDANCE TO INDEX 600. THE REGULATORY SPEED SHOULD BE POSTED SPEED PER ROADWAY COMPONENT, OPTIONAL SHOULDER TREATMENT SHALL BE USED IN ACCORDANCE WITH INDEX 600 (SHEET 5 OF 10) ALL LANE CLOSURES SHALL OCCUR ONLY DURING THE HOURS OF 8:00 AM TO 5:00 PM.
5. CONTRACTOR SHALL TAKE CARE IN PARKING CONSTRUCTION EQUIPMENT ALONG ROADWAY TO INSURE PROPER CLEAR ZONE DISTANCE FROM ROADWAY. CONTRACTOR SHALL NOT PARK CONSTRUCTION EQUIPMENT ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.
6. THE CONTRACTOR SHALL AVOID DAMAGING EXISTING VEHICLE LOOP LEAD IN AND OTHER PORTIONS OF THE TRAFFIC SIGNALIZATION SYSTEM WITHIN THE LIMITS OF THIS PROJECT, ANY PORTION OF THE EXISTING SYSTEM DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED / REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST.
7. THE CONTRACTOR SHALL HAND- DIG PLANTING HOLES WHEREVER UTILITY LINES ARE PRESENT WITHIN THE PLANTING AREA.
8. ALL SOD TO BE BAHIA ARGENTINE.

PAY-ITEM NOTES:

LANDSCAPE PLANTS

COST OF ALL LABOR AND MATERIAL FOR STAKING AND GUYING, SOIL PREPARATION, MULCH AND WATER FOR PLACEMENT IN HOLDING AREA AND FINAL PLACEMENT FOR PLANT ESTABLISHMENT AS INDICATED IN SECTION 580, LANDSCAPE INSTALLATION AS WELL AS ALL PALM SPECIAL FERTILIZER AND STARTER FERTILIZER TABLETS REQUIRED FOR HEALTHY PLANT ESTABLISHMENT AND ALL LABOR TO REMOVE EXCESS EXCAVATION MATERIAL TO ESTABLISH THE REQUIRED PROFILE FOR LANDSCAPE AREAS, WATER RINGS AND GRADE SHALL BE INCLUDED INTO THE UNIT PRICES OF THE INDIVIDUAL LANDSCAPE MATERIAL.

UNIT OF PAYMENT

PER UNIT BID ITEMS UNDER THE ANNUAL ROADWAY LANDSCAPING CONTRACT.

NOTES:

1. THIS PLAN IS CONCEPTUAL AND IS NOT INTENDED TO SHOW PRECISE TREE LOCATIONS OR QUANTITIES.
2. ROADWAY GEOMETRY DEPICTED HEREON IS DERIVED FROM PLANS FOR FDOT PROJECT NO. FM 415318-1.
3. TREES LOCATED WITHIN SIGHT LINES SHALL BE SPACED A MINIMUM OF 40 FEET APART.
4. TREES IN MEDIANS SHALL BE LOCATED A MINIMUM OF 4 FEET BACK FROM THE FACE OF CURB.
5. REQUIRED SETBACKS FROM UTILITIES SHALL BE STRICTLY ADHERED TO.
6. THE LANDSCAPE IMPROVEMENTS SHOWN ON THIS PLAN AS "EXISTING" OR "REPLACED" ARE THOSE TREES INSTALLED UNDER AGREEMENT AE108 BETWEEN THE FDOT & PALM BEACH COUNTY DATED DECEMBER 6, 1996 OR UNDER SEPARATE PREVIOUS PERMITS.
7. STATIONS ARE SHOWN FOR REFERENCING PURPOSE ONLY.
8. ALL COSTS ASSOCIATED WITH THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT INCLUDING BUT NOT LIMITED TO, MATERIALS, WATER FOR PLANT ESTABLISHMENT LABOR & EQUIPMENT SHALL BE INCLUDED IN THE COSTS FOR EACH TREE.
9. THE LOCATION OF THE PLANTS, AS SHOWN, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS, COMPLY WITH SAFETY CRITERIA, AVOID UTILITY CONFLICTS, OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.

LANDSCAPE LEGEND

		EXISTING	PROPOSED
	BURSERIA SIMARUBA GUMBO LIMBO		10
	LYSIOMA LATISILIQUA WILD TAMARIND		18
	SABAL PALMETTO CABBAGE PALM >11" CAL., 18" C.T., DENSE CANOPY BEFORE TRIM, NO BOOTS (B&B, 10" W, 18" D)	18	25
	QUERCUS VIRGINIANA LIVE OAK 4.0" CAL., 20" OA X 6.0" SPR., 9" C.T., 40" DIA. ROOTBALL B&B	6	13
	CONOCARPUS ERECTUS SILVER BUTTWOOD 'SERICEUS' 3.0" CAL., 14" OA X 3.0" SPR., 8" C.T., 32" DIA. ROOTBALL B&B		40
	CONOCARPUS ERECTUS GREEN BUTTWOOD	19	
	PTYCHOSPERMA ELEGANS SOLITAIRE PALM 4" CAL. MAX., 14" OA, TRIPLE TRUNK, DENSE CANOPY, (B&B, 8" W, 12" D)		30



Call Before
You Dig
800-432-4770

TREE REPLACEMENT PLAN

GENERAL NOTES

No.	Revision	By	Date



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
P. O. BOX 2229, WEST PALM BEACH, FLORIDA

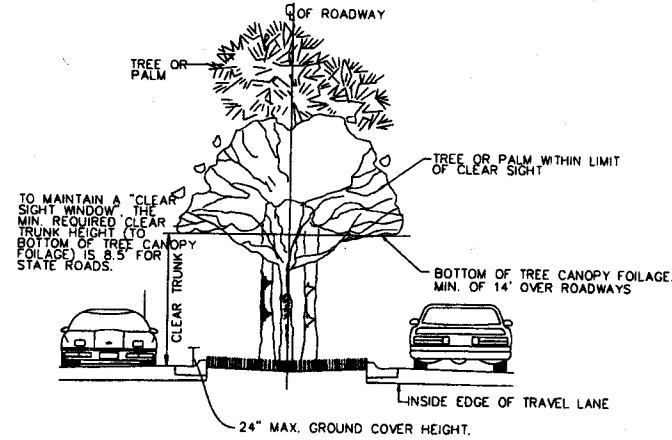
State: N.T.S.
Approved: C.W.B.
Drawn: C.D.
Checked:
Date: 10/13/10
Field Book No:

Project: STATE ROAD 7
PALMETTO PARK ROAD
TO
GLADES ROAD

Sheet: 2
Of: 15
Drawing Name: ST11P02L01a.dwg
Project No:

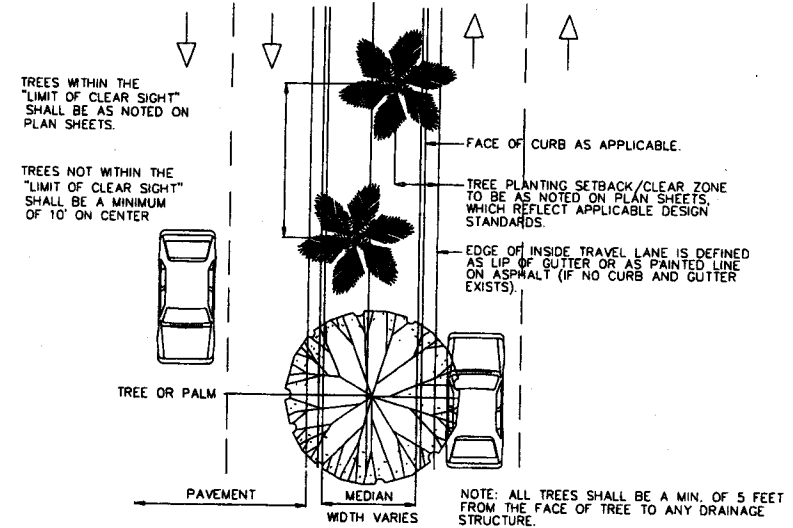
SPECIFICATIONS

1. LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATIONS 580
2. ALL LANDSCAPING SHALL BE INSTALLED PER SECTION 580 & INDEX 544
3. PROTECTION OF EXISTING TREES TO REMAIN CONTRACTOR SHALL PROTECT ALL TREES TO REMAIN DURING ALL ASPECTS OF THE WORK. PROTECTION SHALL INCLUDE THE ERECTION AND MAINTENANCE OF A PROJECT ENGINEER APPROVED TREE PROTECTION FENCE IN ACCORDANCE WITH INDEX 544. THE FENCE SHALL BE ERECTED AT THE TREE DRIP LINE PRIOR TO BEGINNING DEMOLITION ACTIVITIES AND REMAIN UNTIL ALL PAVING, GRADING AND PLANTING IS COMPLETE.
4. DESIGN SPEED AND POSTED SPEED IS 45 MPH.



REQUIRED CLEAR TRUNK HEIGHTS MUST BE PROVIDED MEASURED FROM THE LEVEL OF THE ADJACENT ROADWAY ASPHALT, NOT THE GRADE ELEVATION OF THE MEDIAN.

PLANTINGS WITHIN LIMIT OF CLEAR SIGHT
N.T.S.




TYPICAL MEDIAN PLANTING REQUIREMENTS
N.T.S.



TREE REPLACEMENT PLAN
PLANTING NOTES

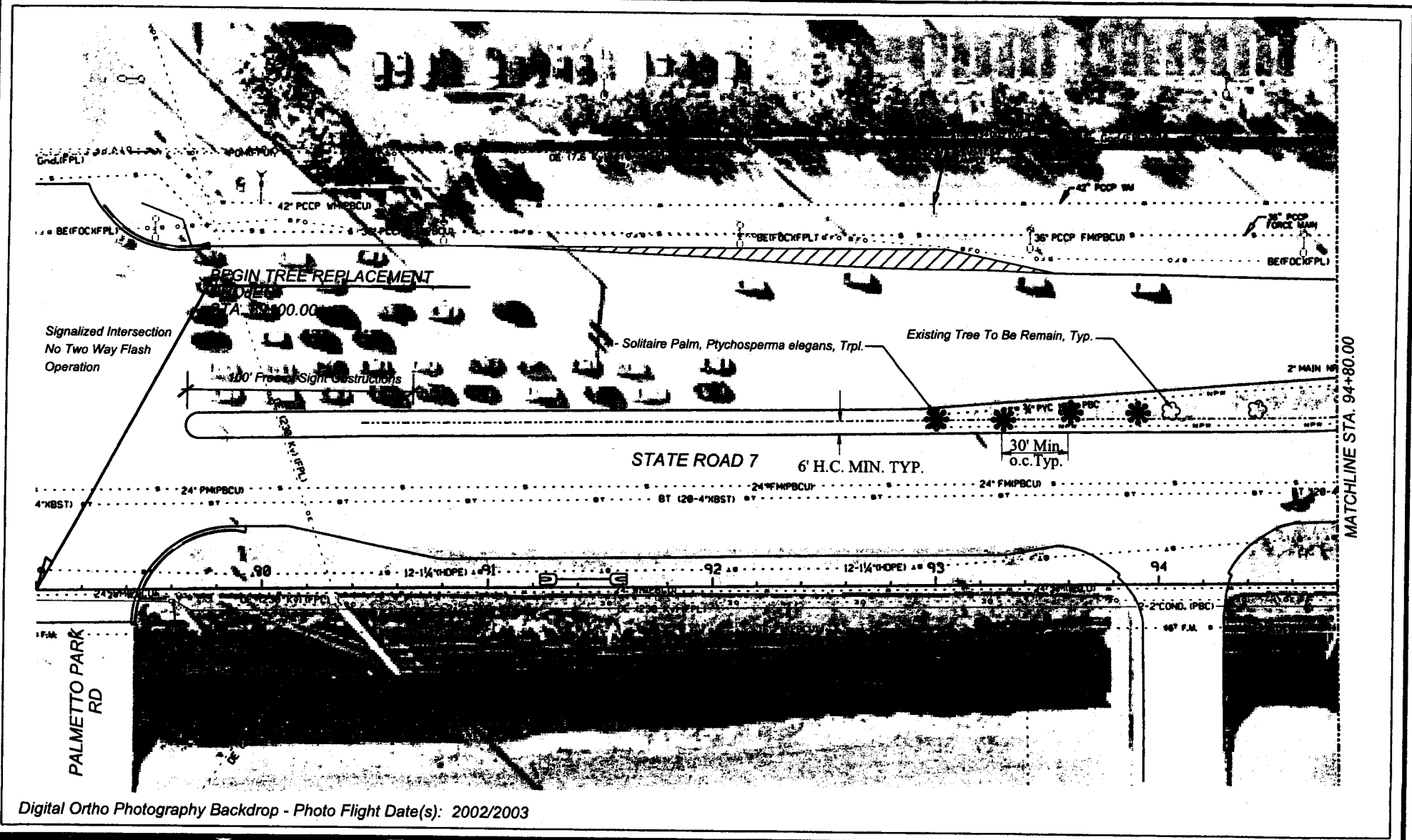
No.	Revision	By	Date


PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
 P. O. BOX 2229, WEST PALM BEACH, FLORIDA

Scale: N.T.S.
 Approved: C.W.B.
 Drawn: C.D.
 Date: 10/13/10
 File: Book No.

Project: **STATE ROAD 7**
PALMETTO PARK ROAD
TO
GLADES ROAD


Sheet: **3**
 Of: **15**
 Drawing Name: **SR7P22L.DWG**
 Project No:



Digital Ortho Photography Backdrop - Photo Flight Date(s): 2002/2003

TREE REPLACEMENT PLAN
 STA. 89+00.00 THRU STA. 94+80.00

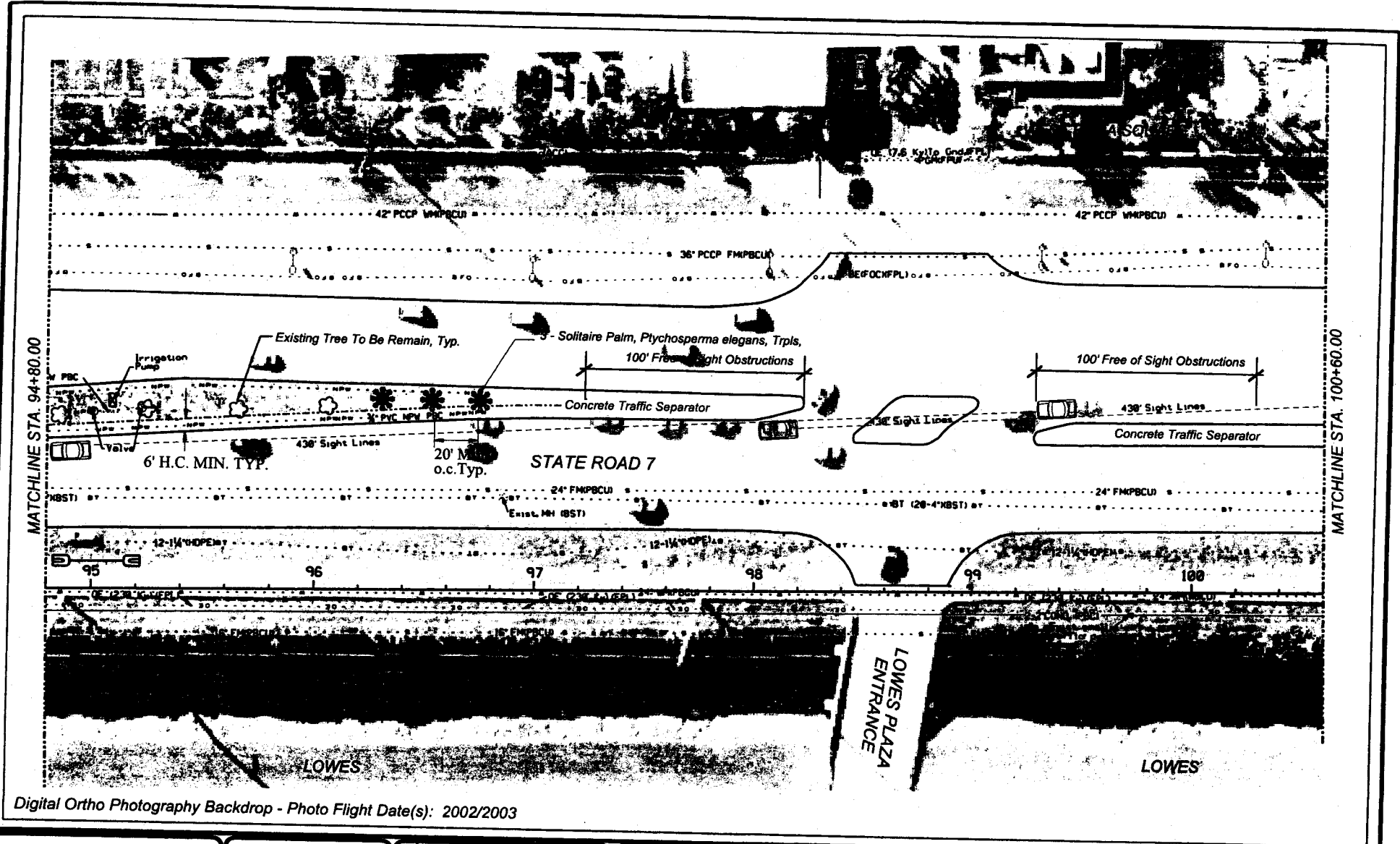
No.	Revision	By	Date


PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
 P. O. BOX 2229, WEST PALM BEACH, FLORIDA

Scale: 1"=40'
 Approved: CWB
 Drawn: CD
 Checked: CWB
 Date: 10/13/10
 Field Book No:

Project:
STATE ROAD 7
 PALMETTO PARK ROAD
 TO
 GLADES ROAD


Sheet: 4
 Of: 15
 Drawing Name:
 SRTPPR2GLD.DGN
 Project No:



Digital Ortho Photography Backdrop - Photo Flight Date(s): 2002/2003

TREE REPLACEMENT PLAN
 STA. 94+80.00 THRU STA. 100+60.00

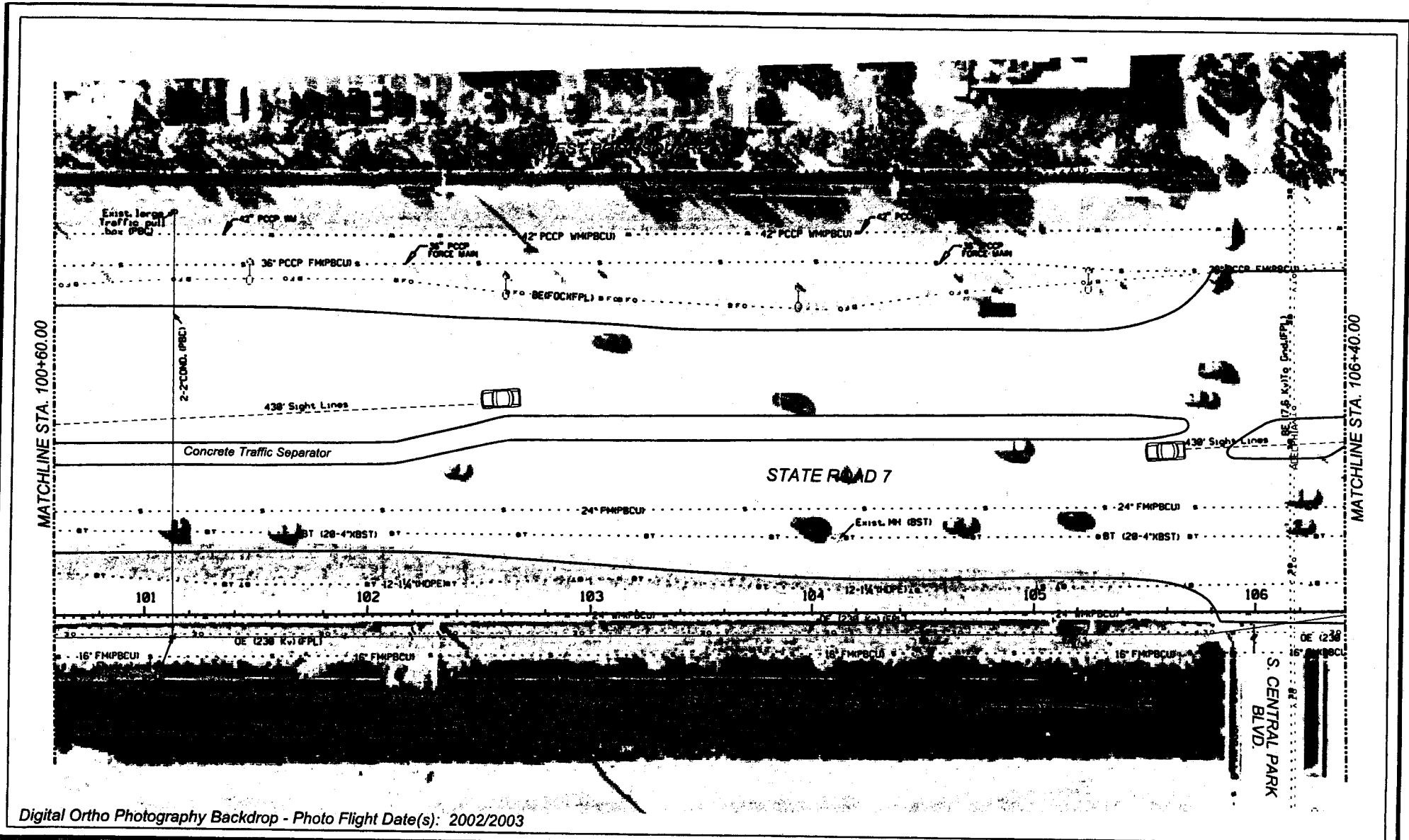
No.	Revision	By	Date


PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
 P. O. BOX 2129, WEST PALM BEACH, FLORIDA

Scale: 1"=40'
 Approved: CWB
 Drawn: CD
 Checked: CWB
 Date: 10/13/10
 File: SR7PRZGLD

Project: **STATE ROAD 7**
 PALMETTO PARK ROAD
 TO
 GLADES ROAD

Sheet: 5
 Of: 15
 Drawing Name: SR7PRZGLD.DGN
 Project No:



Digital Ortho Photography Backdrop - Photo Flight Date(s): 2002/2003

TREE REPLACEMENT PLAN
 STA. 100+60.00 THRU STA. 106+40.00

No.	Revision	By	Date

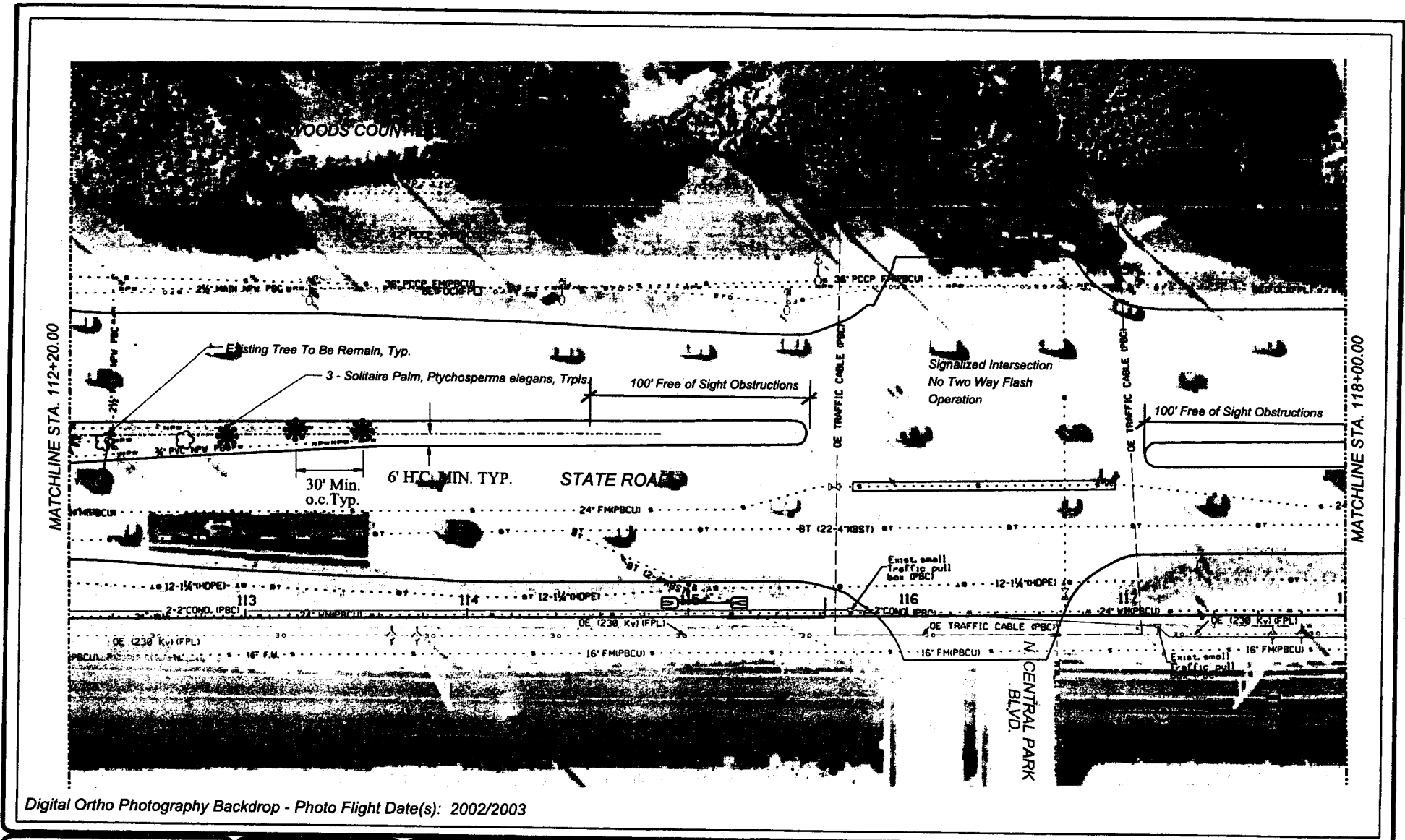


PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
 P. O. BOX 2229, WEST PALM BEACH, FLORIDA

Scales 1"=40'
 Approved: CWB
 Drawn: CD
 Checked: CWB
 Date: 10/13/10
 Field Book No:

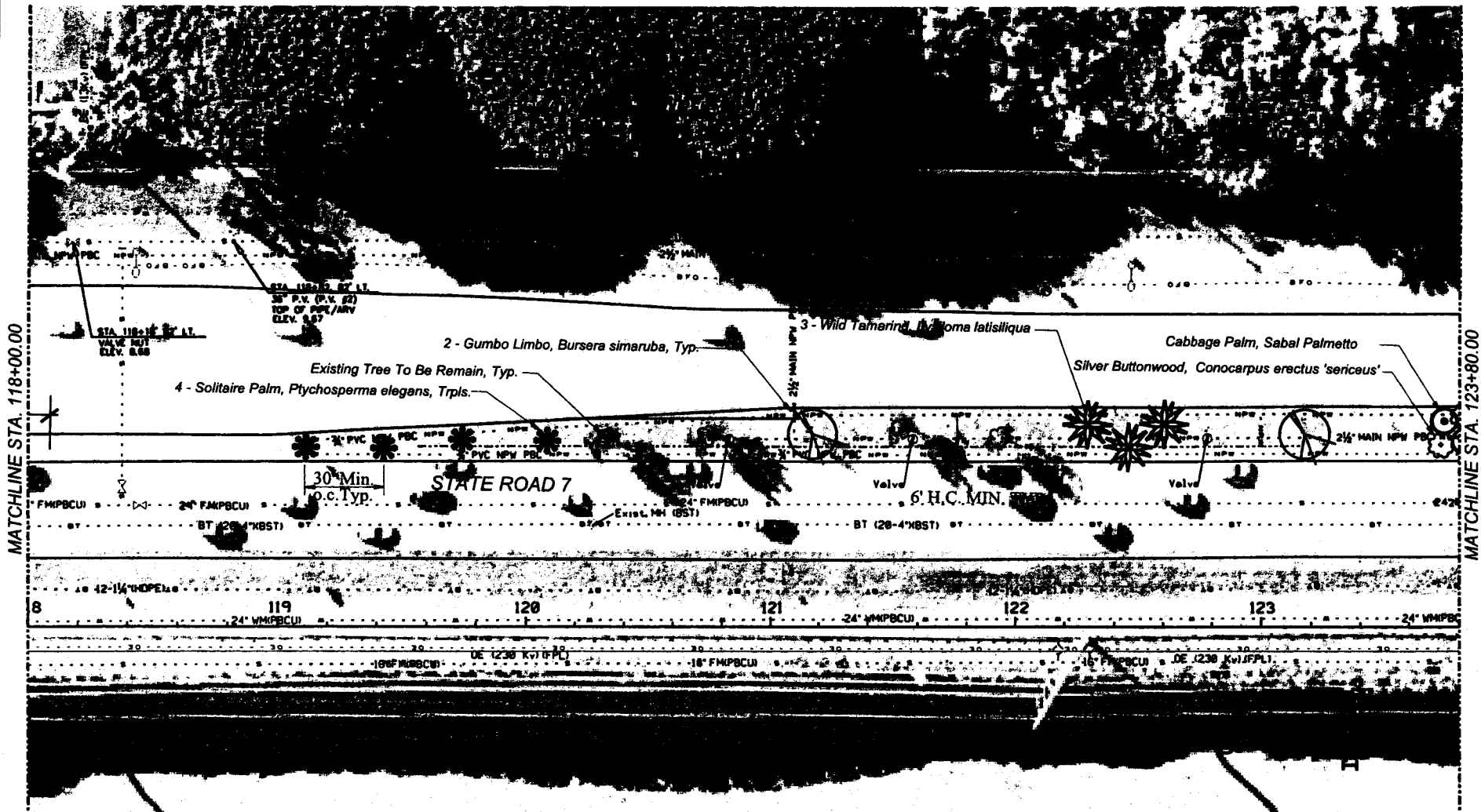
Project: **STATE ROAD 7**
PALMETTO PARK ROAD
TO
GLADES ROAD

Sheet: 6
 Of: 15
 Drawing Name: SRTPR2GLD.DGN
 Project No:



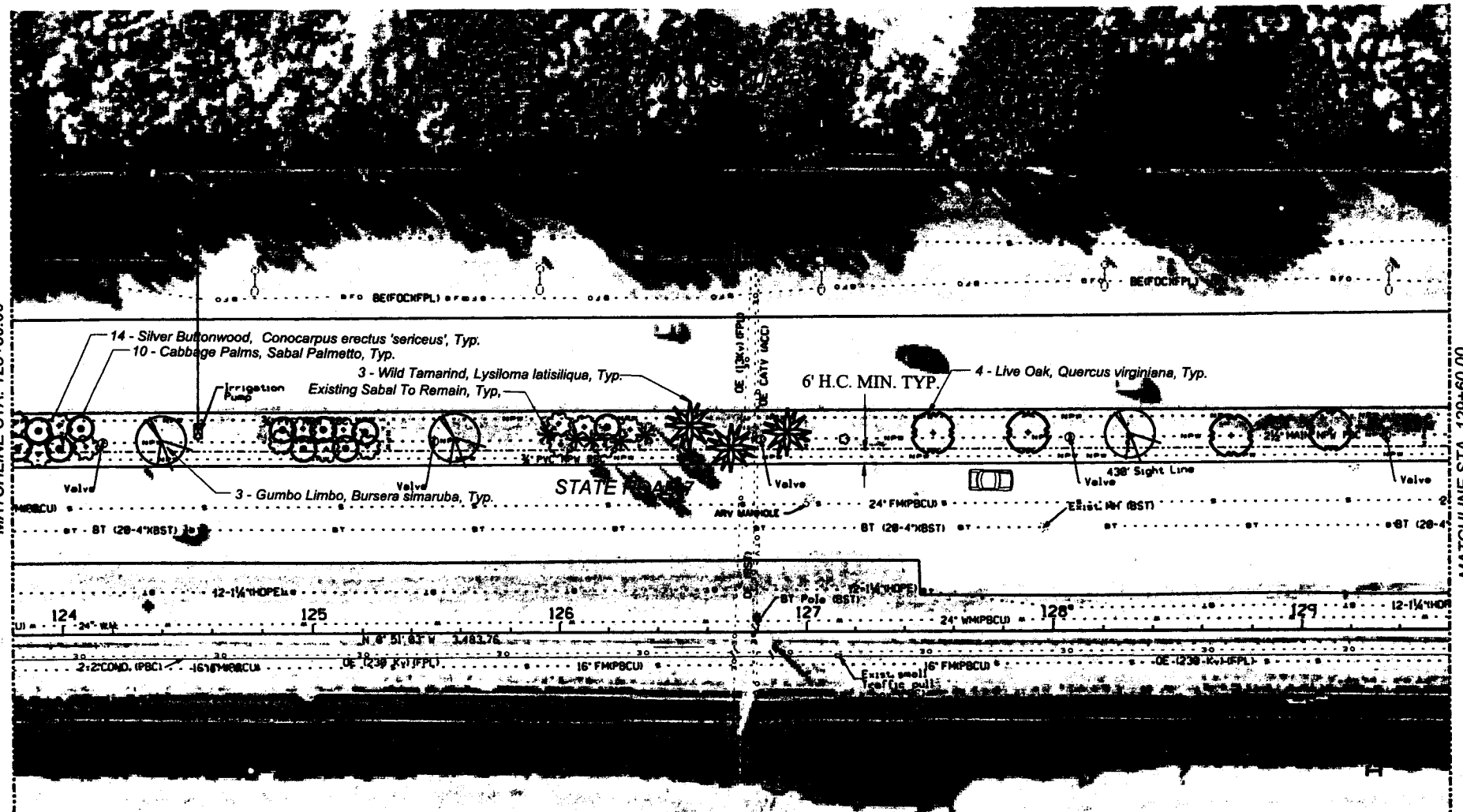
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TREE REPLACEMENT PLAN STA. 112+20.00 THRU STA. 118+00.00		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: 8px;">No.</th> <th style="font-size: 8px;">Revision</th> <th style="font-size: 8px;">By</th> <th style="font-size: 8px;">Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Revision	By	Date					<p style="font-size: 8px; margin: 0;"> PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS STREETSCAPE SECTION P. O. BOX 3229, WEST PALM BEACH, FLORIDA </p>	Scale: 1" = 40' Approved: CWB Drawn: CD Checked: CWB Date: 10/13/10 Field Book No:	Project: STATE ROAD 7 PALMETTO PARK ROAD TO GLADES ROAD	Sheet: 8 Of: 15 Drawing Name: SR7PPR2GLD.DGN Project No:
No.	Revision	By	Date											



Digital Ortho Photography Backdrop - Photo Flight Date(s): 2002/2003

TREE REPLACEMENT PLAN STA. 118+00.00 THRU STA. 123+80.00		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: 8px;">No.</th> <th style="font-size: 8px;">Revision</th> <th style="font-size: 8px;">By</th> <th style="font-size: 8px;">Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Revision	By	Date					<p style="font-size: 8px; margin: 0;"> PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS STREETSCAPE SECTION P. O. BOX 2289, WEST PALM BEACH, FLORIDA </p>	Scale: 1"=40' Approved: CWB Drawn: CD Checked: CWB Date: 10/13/10 Field Book No:	Project: STATE ROAD 7 PALMETTO PARK ROAD TO GLADES ROAD	Sheet: 9 Of: 15 Drawing Name: SRTPPR2CLD.DGN Project No:
No.	Revision	By	Date											



MATCHLINE STA. 123+80.00

MATCHLINE STA. 129+60.00

Digital Ortho Photography Backdrop - Photo Flight Date(s): 2002/2003

TREE REPLACEMENT PLAN
 STA. 123+80.00 THRU STA. 129+60.00

No.	Revision	By	Date

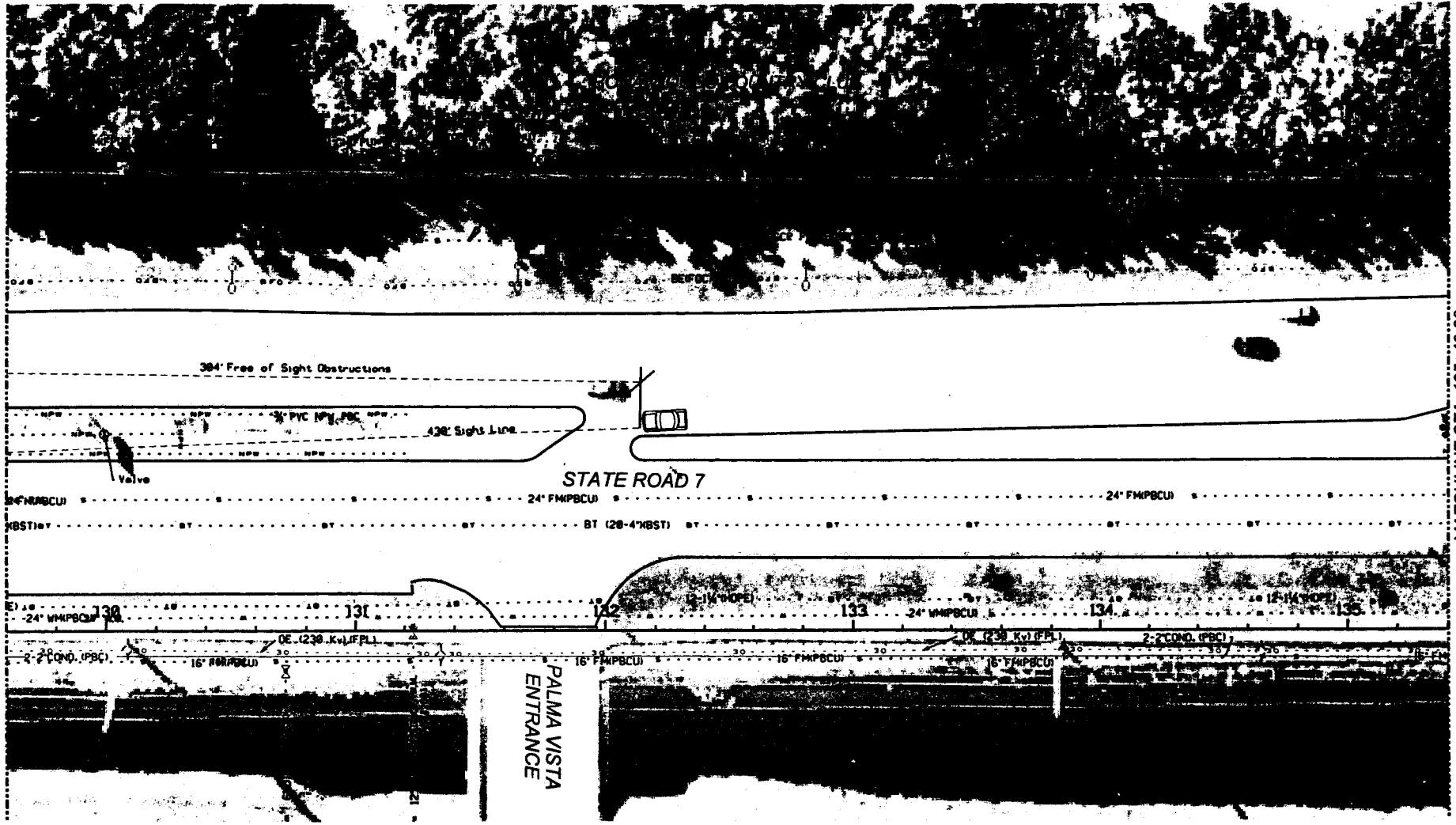


PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
 P. O. BOX 1229, WEST PALM BEACH, FLORIDA

Scales 1" = 40'
 Approved CWB
 Drawn CO
 Checked CWB
 Dates 10/13/10
 Field Book No.

Project:
STATE ROAD 7
 PALMETTO PARK ROAD
 TO
 GLADES ROAD

Sheet: 10
 Of: 15
 Drawing Name:
 SR7PR2GLD.DWG
 Project No.



Digital Ortho Photography Backdrop - Photo Flight Date(s): 2002/2003

TREE REPLACEMENT PLAN

STA. 129+60.00 THRU STA. 135+40.00

No.	Revision	By	Date

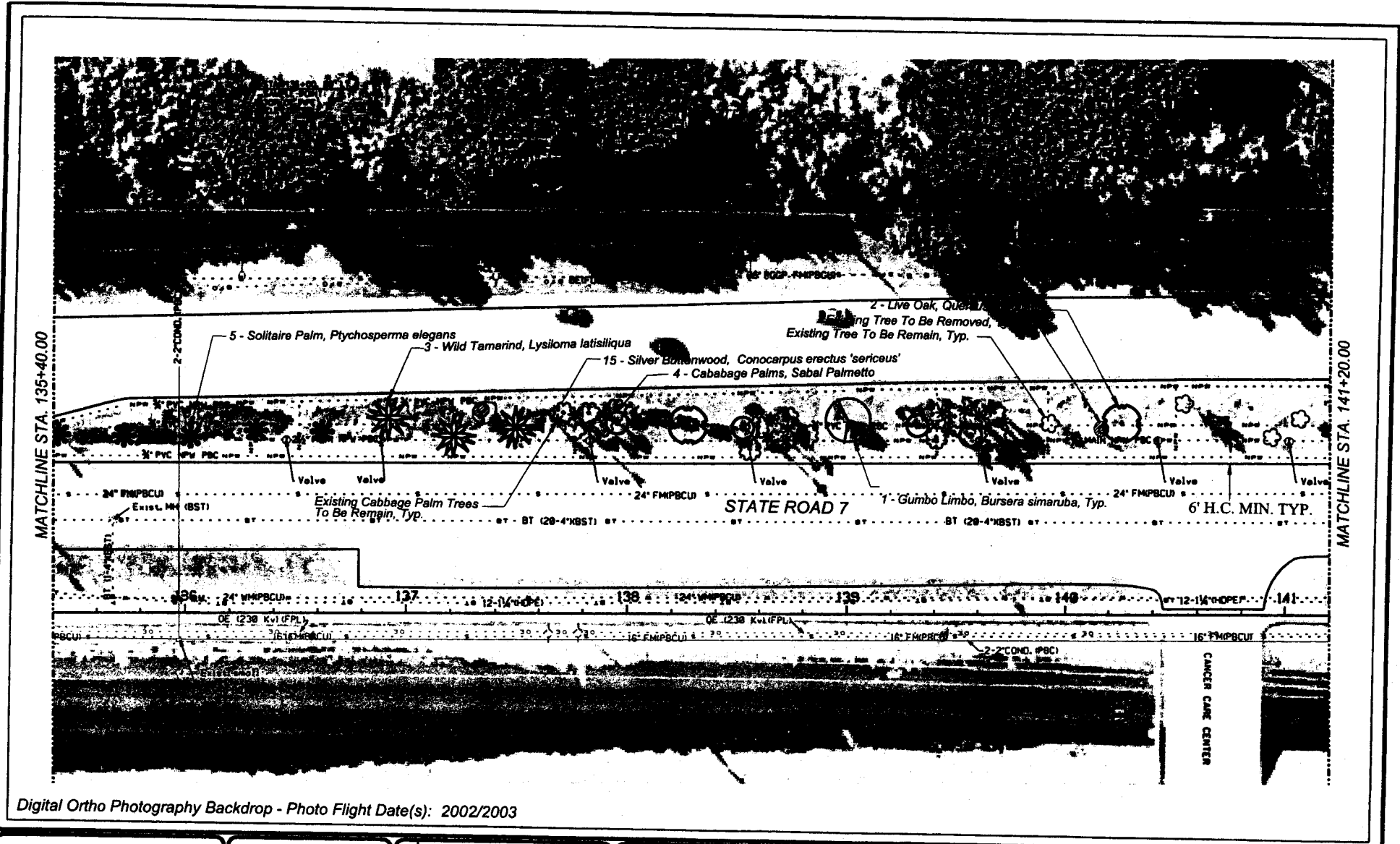


**PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION**
P. O. BOX 2289, WEST PALM BEACH, FLORIDA

Scale: 1"=40'
Approved: CWB
Drawn: CD
Checked: CWB
Date: 10/13/10
Field Book No:


Project: **STATE ROAD 7**
PALMETTO PARK ROAD
TO
GLADES ROAD

Sheet: 11
Of: 15
Drawing Name: SR7PPR2GLD.DGN
Project No:



TREE REPLACEMENT PLAN
 STA. 135+40.00 THRU STA. 141+20.00

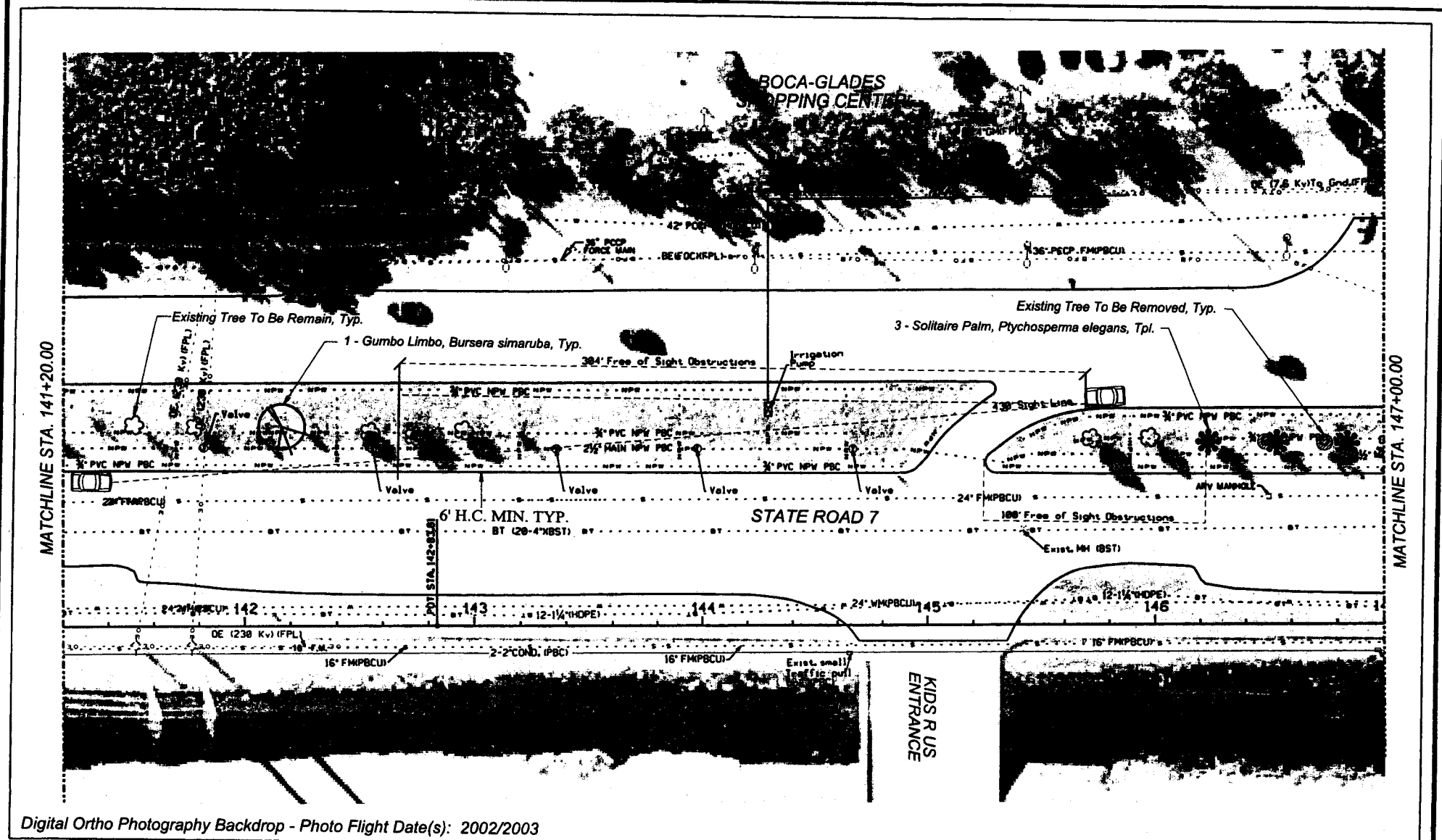
No.	Revision	By	Date


PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
 P. O. BOX 2000, WEST PALM BEACH, FLORIDA

Scale: 1"=40'
 Approved: CWB
 Drawn: CD
 Checked: CWB
 Date: 10/13/10
 Field Book No:

Project: **STATE ROAD 7**
PALMETTO PARK ROAD
TO
GLADES ROAD

Sheet: 12
 Of: 15
 Drawing Name:
 SR7PR2GLD.DWG
 Project No:



TREE REPLACEMENT PLAN
 STA. 141+20.00 THRU STA. 147+00.00

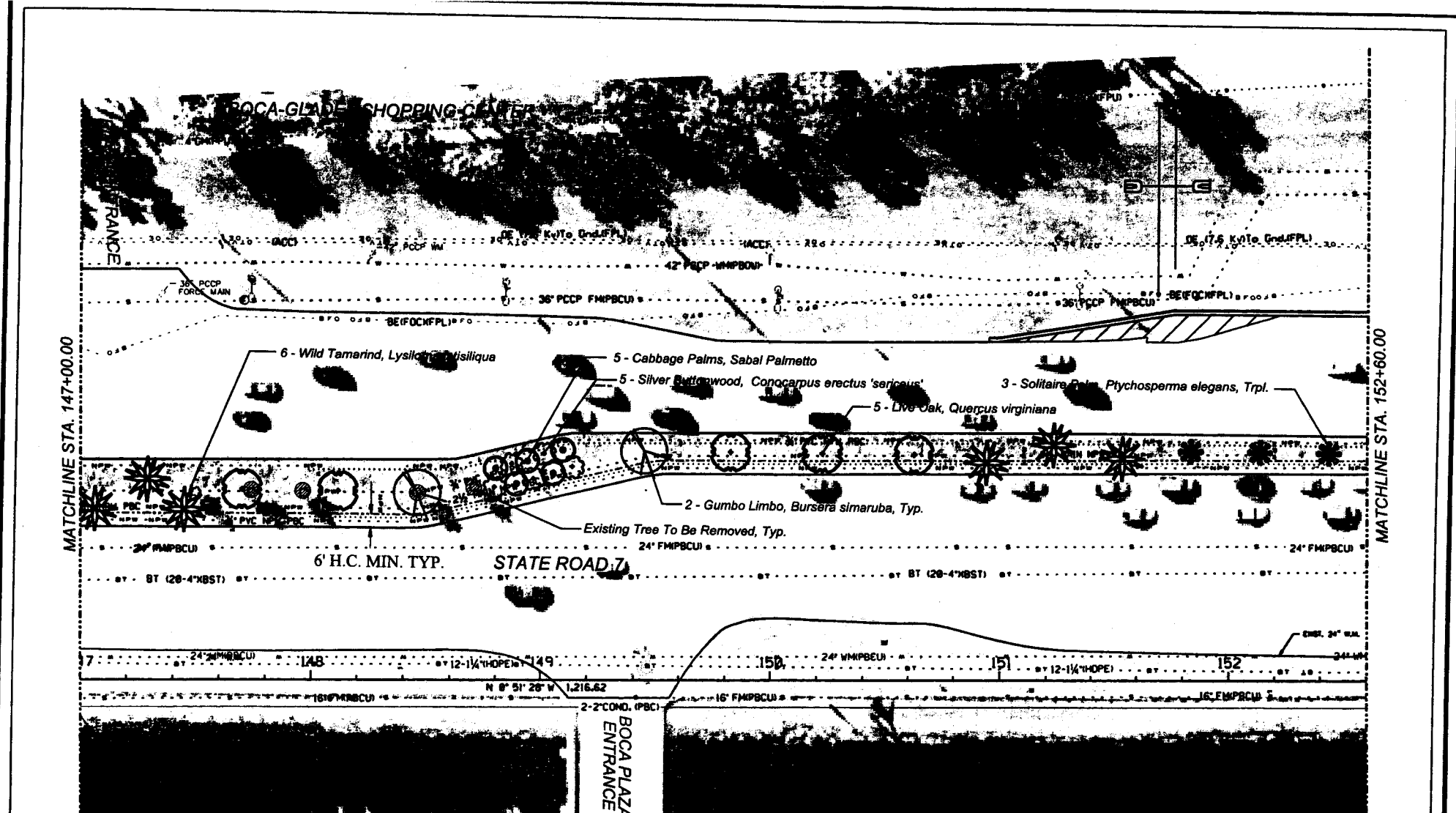
No.	Revision	By	Date


PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
 P. O. BOX 2529, WEST PALM BEACH, FLORIDA

Scales 1"=40'
 Approved CWB
 Drawn CD
 Checked CWB
 Dates 10/13/10
 Field Book No.

Project: **STATE ROAD 7**
 PALMETTO PARK ROAD
 TO
 GLADES ROAD

Sheet: 13
 Of: 15
 Drawing Name:
 SR7PPR2GLD.DGN
 Project No.



TREE REPLACEMENT PLAN
 STA. 147+00.00 THRU STA. 152+60.00

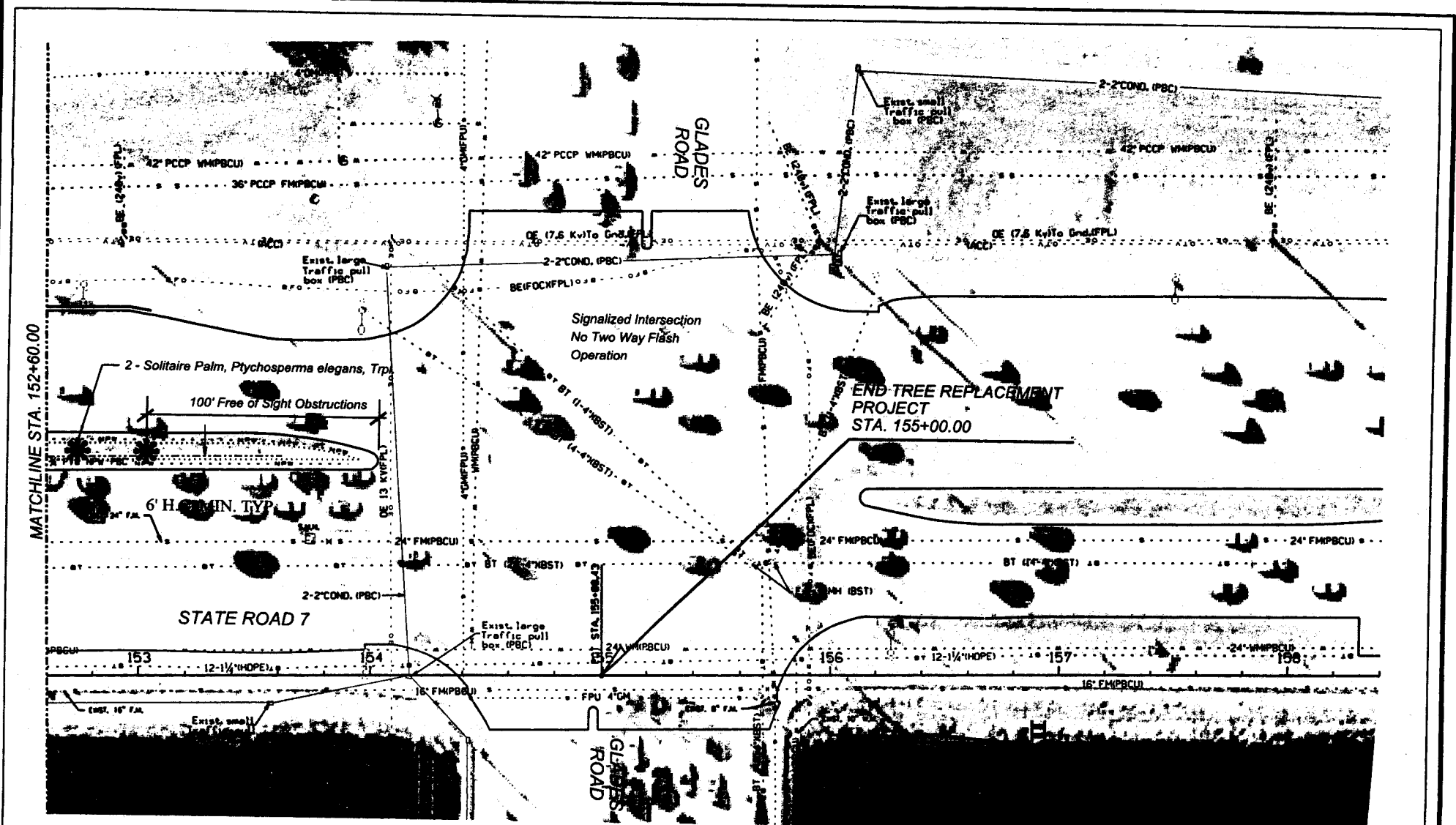
No.	Revision	By	Date

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
 P. O. BOX 2329, WEST PALM BEACH, FLORIDA

Scale: 1"=40'
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 Drawn: CD
 Checked: CWB
 Date: 10/13/10
 Field Book No:

Project: **STATE ROAD 7**
 PALMETTO PARK ROAD
 TO
 GLADES ROAD

Sheet: 14
 Of: 15
 Drawing Name: SR7PPR2GLD.DWG
 Project No:



Digital Ortho Photography Backdrop - Photo Flight Date(s): 2002/2003

<p>TREE REPLACEMENT PLAN STA. 152+60.00 THRU STA. 155+00.00</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: 8px;">No.</th> <th style="font-size: 8px;">Revision</th> <th style="font-size: 8px;">By</th> <th style="font-size: 8px;">Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Revision	By	Date					<p>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS STREETSCAPE SECTION P. O. BOX 2299, WEST PALM BEACH, FLORIDA</p>	<p>Scale: 1"=40' Approved: CWB Drawn: CD Checked: CWB Date: 10/13/10 Field Book No:</p>	<p>Project: STATE ROAD 7 PALMETTO PARK ROAD TO GLADES ROAD</p>	<p>Sheet: 15 Of: 15 Drawing Name: SRTPPR2GLD.DGN Project No:</p>
No.	Revision	By	Date											

EXHIBIT C
MAINTENANCE LETTER

Please see the attached Maintenance Letter



**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Karen T. Marcus, Chair
Shelley Vana, Vice Chair
Paulette Burdick
Steven L. Abrams
Burt Aaronson
Jess R. Santamaria
Priscilla A. Taylor

County Administrator

Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*

printed on recycled paper

March 28, 2011

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

**SUBJECT: State Road 7 – Palmetto Park Road to Glades Road (SR 808)
Beautification 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 Palmetto Park Road to Glades Road (SR 808) pursuant to the terms of the existing "State Highway Landscape Maintenance and Compensation Agreement" with the Department (dated November 19, 2003). The County will not request additional compensation from the Department for maintenance as a result of the proposed enhancements.

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

Sincerely,

Office of the County Engineer

A handwritten signature in black ink, appearing to read "A. S. Hertel".

Andrew S. Hertel, AICP
Manager, Streetscape Section

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

File: Roads – State Road 7
Florida Department of Transportation

F:\ASH\FDOT\StateRoad7\InterestLtr032811

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

CONTRACT NUMBER R2009-1623
APQS7

This Agreement entered into this 20th day of October 2009, 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. R2009-1623 adopted on October 6 2009, 2009, 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. If the PARTICIPANT fails to maintain the landscape for at least 5 years, the DEPARTMENT shall be reimbursed the entire grant amount. If the PARTICIPANT maintains the landscape for at least 5 years, but less than 10 years, the DEPARTMENT shall be reimbursed for 65% of the grant amount. If the PARTICIPANT maintains the landscape for at least 10 years, but less than 15 years, the DEPARTMENT shall be reimbursed for 35% of the grant amount.
7. 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.
8. The PARTICIPANT must obtain an FDOT permit before the PARTICIPANT may proceed with construction of the Project.
9. 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.
10. 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.
11. 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.
12. 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**.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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...
18. 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.
19. 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."
20. 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.

21. 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.
22. 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.
23. 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.
24. 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
West Palm Beach, Florida 33411
Attention: Mr. Andrew S. Hertel
With a copy to: County Attorney

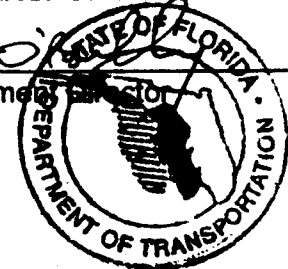
IN WITNESS WHEREOF, this Agreement is to be executed below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____ hereto attached.

R 2009 16 23

AGENCY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

OCT 6 2009
By: John F. Koons
John F. Koons Chairman
Sherrill C. Beck, Clerk
Attest: Denise Clark
Denise Clark
CLERK OF BOARD
COUNTY COMMISSIONERS
FLORIDA
Date

By: [Signature]
Transportation Development Director


Approval

Approval as to Form

Date

Malcolm Little 10/21/09
Attorney

[Signature] 10/28/2009
District General Counsel

[Signature]
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

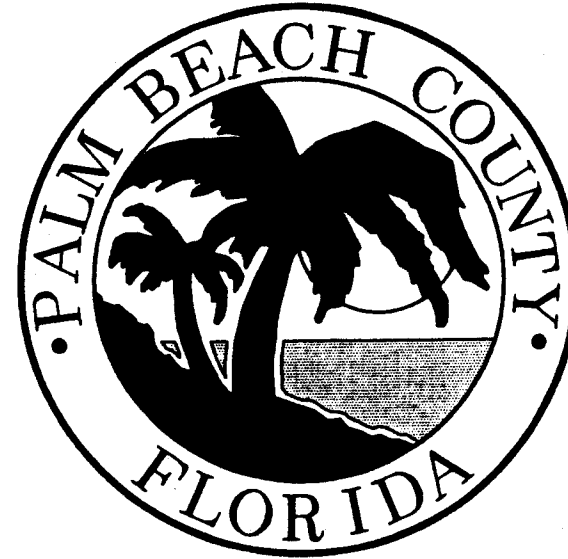
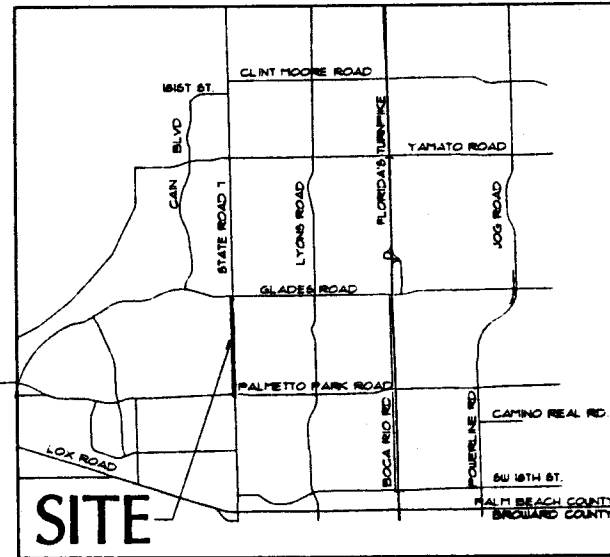
Dated: January 20, 2009

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
R-1 - R-12	Irrigation Plans
R-13 - R-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 19, 2001; JULY 11, 2004 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 2005

GEORGE G. GENTILE, P.A. L.A. 0000336
CERTIFICATION OF AUTHORIZATION NO. LC0000011

JAN 20 2005

NO.	DATE	REVISIONS



Scale of
Drawing
Date of
Issue
Project No.
Sheet No.

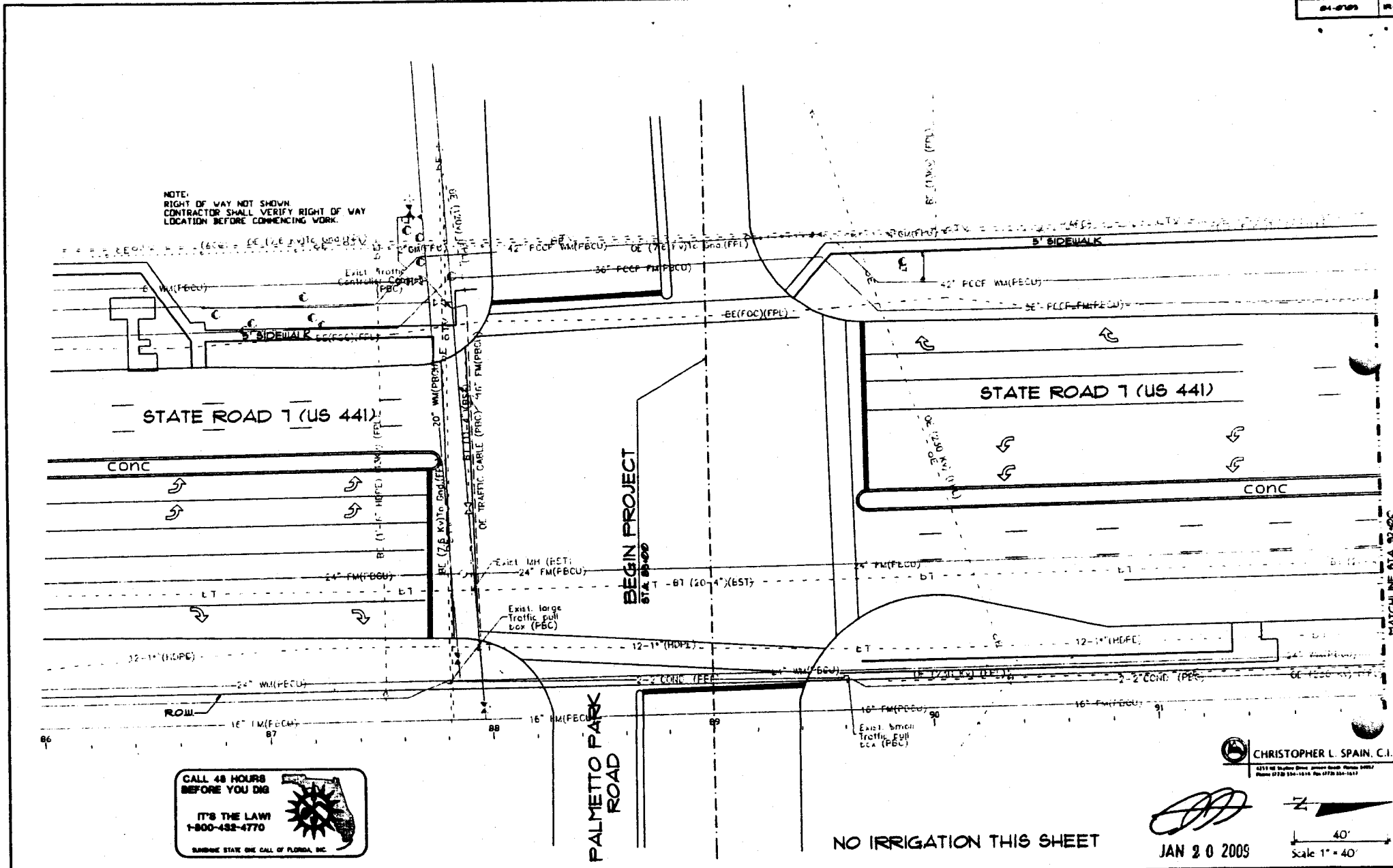


PALM BEACH COUNTY
ENGINEER AND PUBLIC WORKS
COMMISSIONER

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!
 1-800-482-4770
 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.
 2315 NE Shalston Drive, Jensen Beach, Florida 34957
 Phone 561-750-1214 Fax 561-750-1217

[Signature]

JAN 20 2005

Scale 1" = 40'

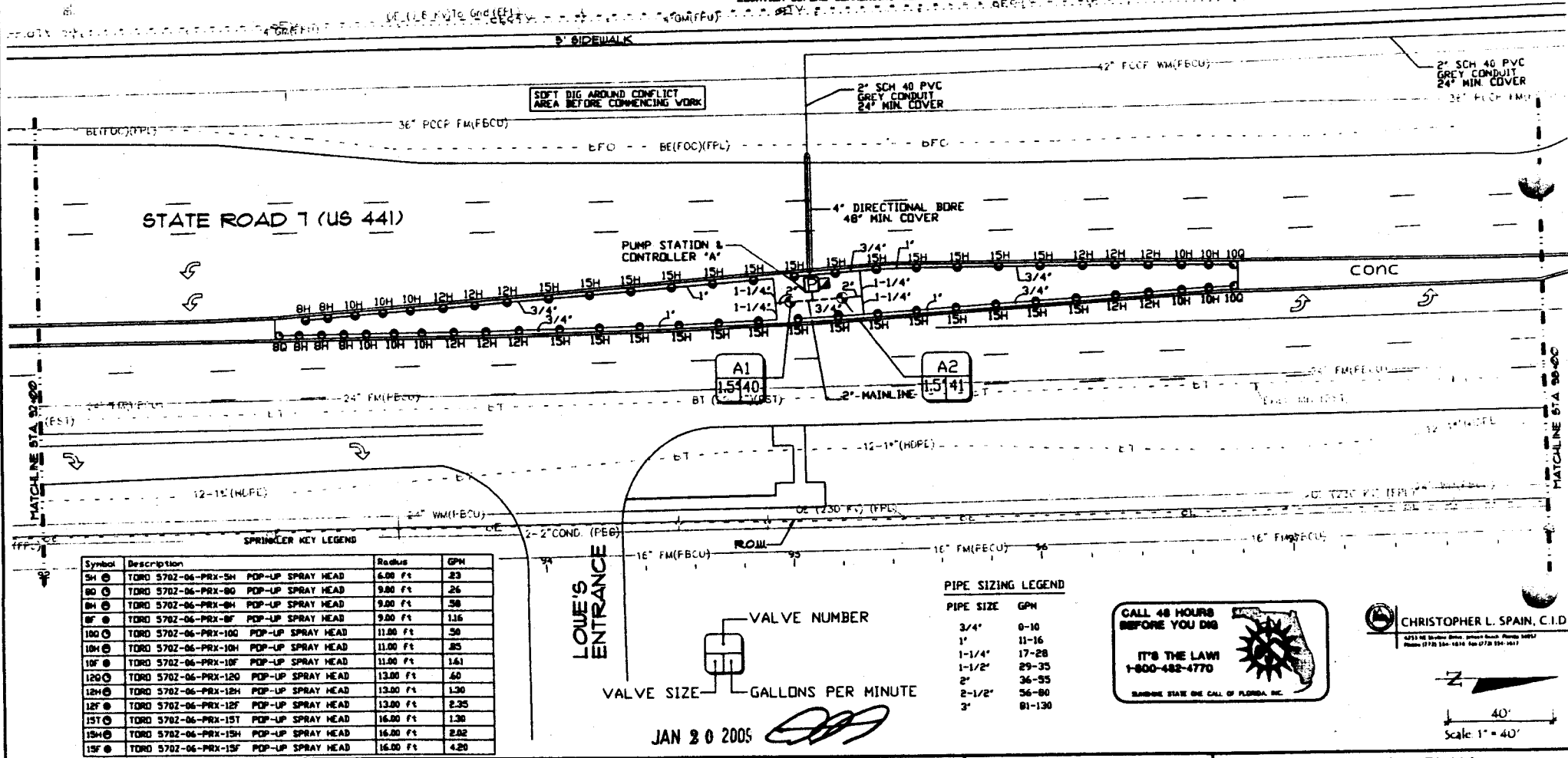
		STATE ROAD 7		IRRIGATION PLAN STA. 89+00 THRU STA. 92+00	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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 NOZZLES, 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.
2. THE DESIGNER CANNOT BE HELD RESPONSIBLE FOR ANY HAZARD, 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 REPAIRS/REPLACES/CAPPS, 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 (888) 432-4779 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) 641-3489, 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 IDENTIFIED, 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 GRADING 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 ABIDE TO MINIMIZE 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, ETC. WITHIN THE TRAVEL WAY MUST HAVE A MAINTENANCE OF TRAFFIC PER F.B.O.T. RULES IN PLACE PRIOR TO COMMENCING WORK.
9. ALL DAMAGES OCCURRED BY THE CONTRACTOR SHALL BE REPLACED PER PALM BEACH COUNTY AND/OR F.B.O.T. STANDARDS.

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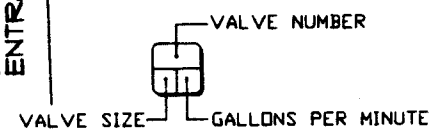


SPRINKLER KEY LEGEND

Symbol	Description	Radius	GPM
5H	TDR 5702-06-PRX-5H POP-UP SPRAY HEAD	6.00 Ft	23
80	TDR 5702-06-PRX-80 POP-UP SPRAY HEAD	9.00 Ft	26
8H	TDR 5702-06-PRX-8H POP-UP SPRAY HEAD	9.00 Ft	38
8F	TDR 5702-06-PRX-8F POP-UP SPRAY HEAD	9.00 Ft	116
100	TDR 5702-06-PRX-100 POP-UP SPRAY HEAD	11.00 Ft	36
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
120	TDR 5702-06-PRX-120 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

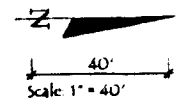
PIPE SIZING LEGEND

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



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 1-800-482-4770
 SUNSHINE STATE ONE CALL OF FLORIDA, INC.

CHRISTOPHER L. SPAIN, C.I.D.
 4271 NE 24th Street, Palm Beach, Florida 33407
 Phone: (561) 334-1814 Fax: (561) 334-1817

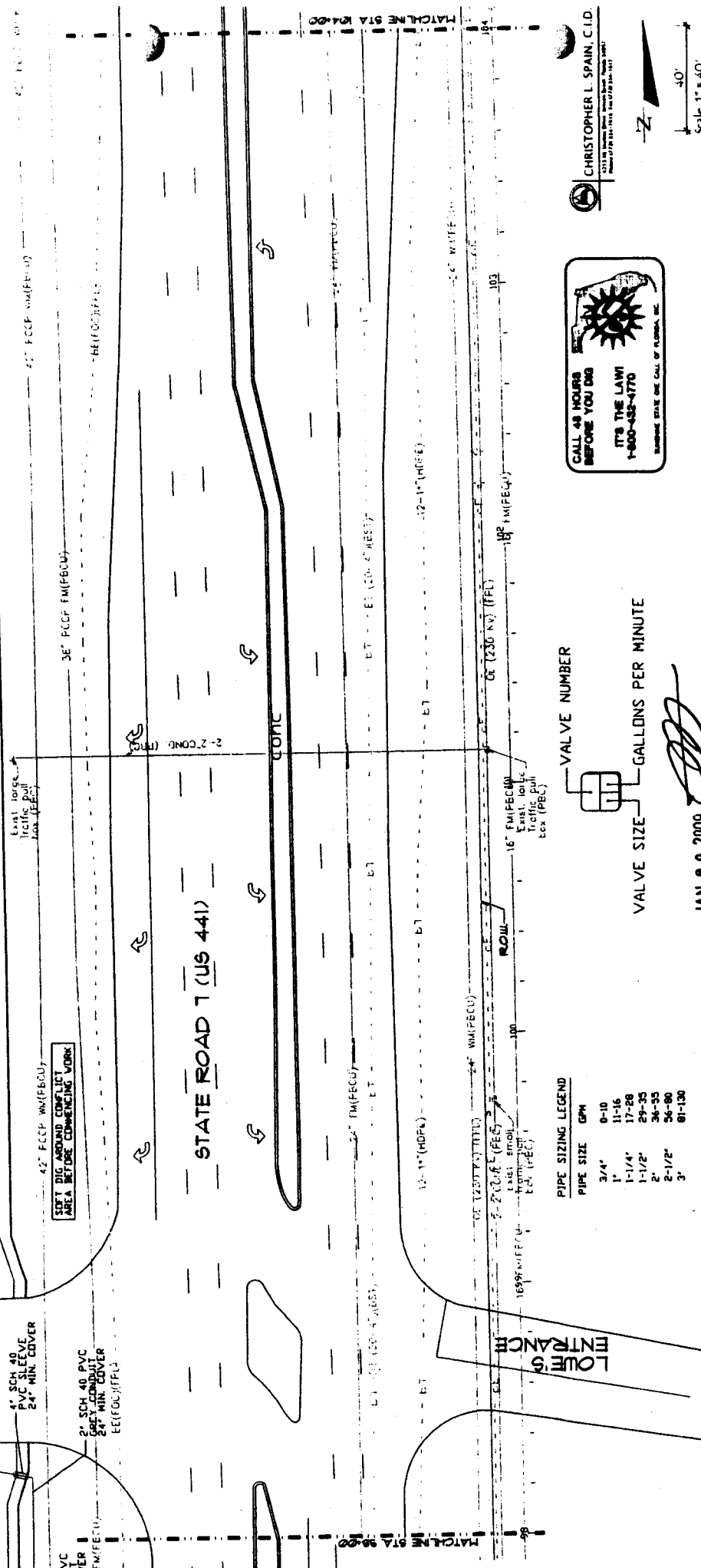
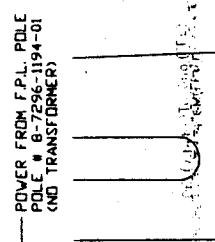


JAN 20 2005

NOTES

1. THE IRRIGATION SYSTEM LAYOUT IS DESIGNED AND SHALL BE INSTALLED AND MAINTAINED TO MINIMIZE OVERSPRAY DURING OPERATION. AFTER THE SYSTEM IS FLUSHED AND REZELER, THE AREA SHALL BE SET TO MINIMIZE OVERSPRAY AND THE FLOW CONTROL PRESSURE REGULATOR ON THE ZONE CONTROL VALVE SHALL BE ADJUSTED FROM TO PREVENT WATER WASTE. MAINTAINED OPERATIONS SHALL BE MAINTAINED TO PREVENT WATER WASTE. MAINTAINED OPERATIONS SHALL BE MAINTAINED TO PREVENT WATER WASTE.
2. THE IRRIGATION SYSTEM SHALL BE RESPONSIBLE FOR THE WATER, ACT OR EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS AND ARE EITHER IN SERVICE OR ABANDONED. THE CONTRACTOR SHALL CALL "BURIED STATE" AT 800-482-4770 TO VERIFY UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO WORKING. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT ALL UTILITIES TO VERIFY LOCATIONS AND DEPT'S OF UNDERGROUND UTILITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION WITH ALL UTILITY COMPANIES AND DEPT'S OF UNDERGROUND UTILITIES AND FIELD LABELS AND DURING THESE THE UTILITIES ARE AT ALL TIMES SAFELY CONTROLLED AND PROTECTED BY MAINTAINING.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WATER, ACT OR EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS AND ARE EITHER IN SERVICE OR ABANDONED. THE CONTRACTOR SHALL CALL "BURIED STATE" AT 800-482-4770 TO VERIFY UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO WORKING. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT ALL UTILITIES TO VERIFY LOCATIONS AND DEPT'S OF UNDERGROUND UTILITIES.
5. THESE PLANS HAVE BEEN PROVIDED IN ACCORDANCE WITH AND ARE GOVERNED BY THE PALM BEACH COUNTY STRUCTURAL STANDARDS MANUAL. ALL STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE STANDARDS. THE CONTRACTOR SHALL REFER TO THESE STANDARDS FOR COMPLETE REQUIREMENTS.
6. CONTRACTOR SHALL ADVISE TO MAINTAIN CLEAR ZONE KEAHEAD FROM CLOSEST OUTSIDE CURB OF GUTTER, SUCH THAT ALL ABOVE GROUND EQUIPMENT INSTALLATIONS WILL BE OUTSIDE OF CLEAR ZONE.
7. LOCATE SPREADER HEADS UP FROM BACK OF CURB LEAVE IRRIGATION VALVE BOXES A MINIMUM OF FEET FROM BACK OF CURB.
8. ANY WORKERS, VEHICLES PERFORMING EQUIPMENT, ETC. WITHIN THE TRAVEL WAY MUST HAVE A MAINTENANCE OF TRAFFIC PER FDOT PLANET.
9. ALL MANHOLES OCCURRED BY THE CONTRACTOR SHALL BE REPLACED PER PALM BEACH COUNTY AMBROS FAST STANDARDS.

NOTE:
 RIGHT OF WAY NOT SHOWN.
 CONTRACTOR SHALL OBTAIN RIGHT OF WAY
 LOCATION BEFORE COMMENCING WORK.
 (SEE NOTE 10-11)



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



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 IT'S THE LAW!
 1-800-482-4770
 REMEMBER: STATE THE CALL OF FLORIDA, INC.

CHRISTOPHER L. SPAIN, C.I.D.
 2215 S.W. 11TH AVE., SUITE 100
 WEST PALM BEACH, FL 33411
 (561) 835-1111

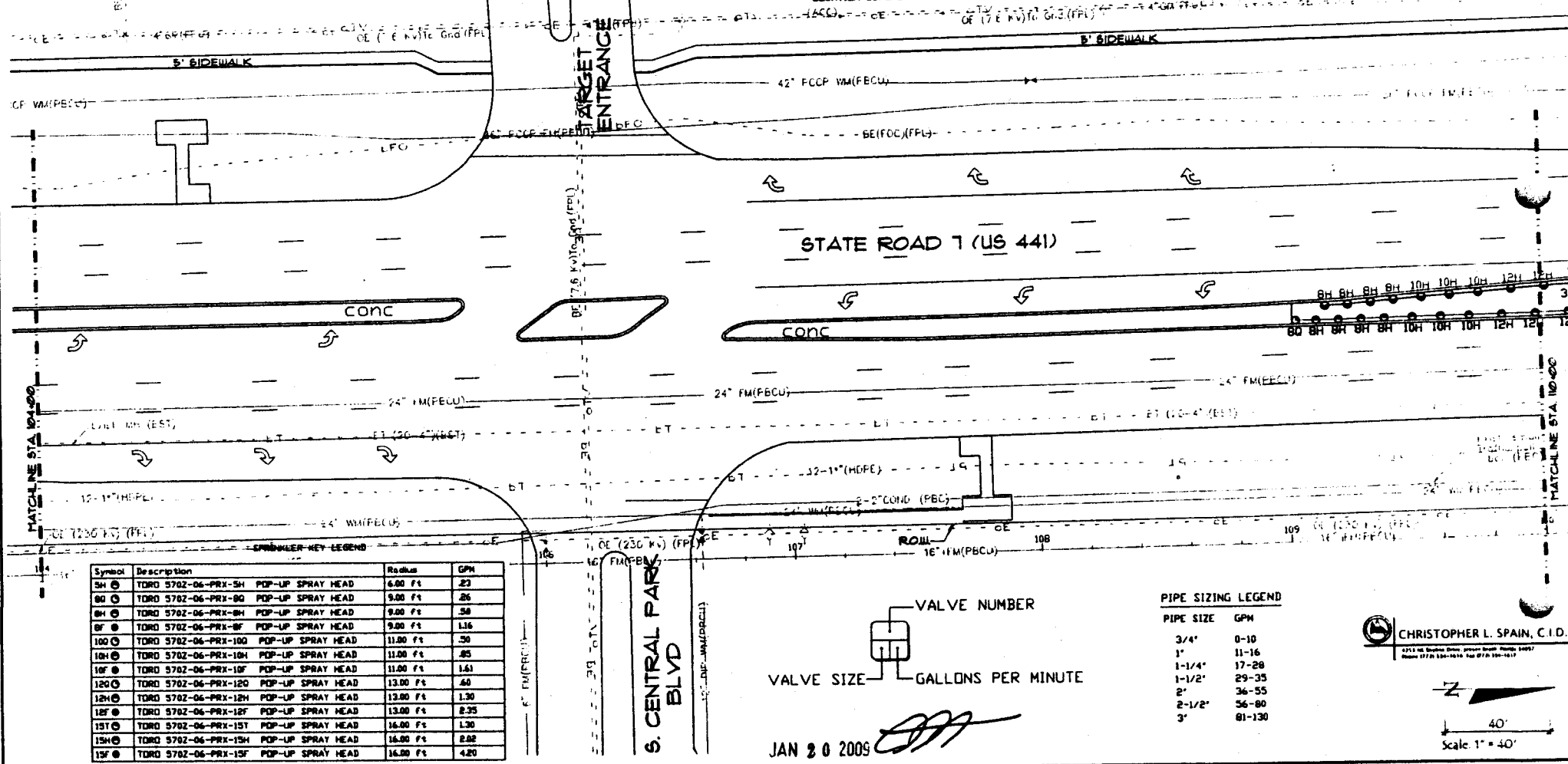
NOTES

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- 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 RECOVERED, IDENTIFIED, VERIFIED, AND FIELD LABELED, AND ENSURING THESE SAME UTILITIES ARE AT ALL TIMES SAFELY CONTROLLED AND PROTECTED BY REASONABLE

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4. CONTRACTOR SHALL ADHERE TO MINIMUM 6' CLEAR ZONE, HEADINGS FROM CLOSEST CURBSIDE 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 12" FROM BACK OF CURB.
8. ANY WORKERS, WORKS PERFORMED, EQUIPMENT, ETC. WITHIN THE TRAVEL WAY MUST HAVE A MAINTENANCE OF TRAFFIC PER F.B.D.T. INDEX IN PLACE PRIOR TO COMMENCING WORK.
9. ALL DAMAGES OCCURRED BY THE CONTRACTOR SHALL BE REPLACED PER PALM BEACH COUNTY INDEX/F.B.D.T. STANDARDS.



NOTE:
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CONTRACTOR SHALL VERIFY RIGHT OF WAY LOCATION BEFORE COMMENCING WORK.



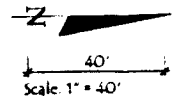
SPRINKLER KEY LEGEND

Symbol	Description	Radius	GPM
5H	TDRD 5702-06-PRX-5H POP-UP SPRAY HEAD	6.00 Ft	27
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PIPE SIZING LEGEND

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CHRISTOPHER L. SPAIN, C.I.D.
1215 NE Spanish Blvd., Jensen Beach, Florida 34957
Phone 561-774-1616 Fax 561-774-1617



VALVE NUMBER
VALVE SIZE
GALLONS PER MINUTE
JAN 20 2009

CALL 48 HOURS BEFORE YOU DIG

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

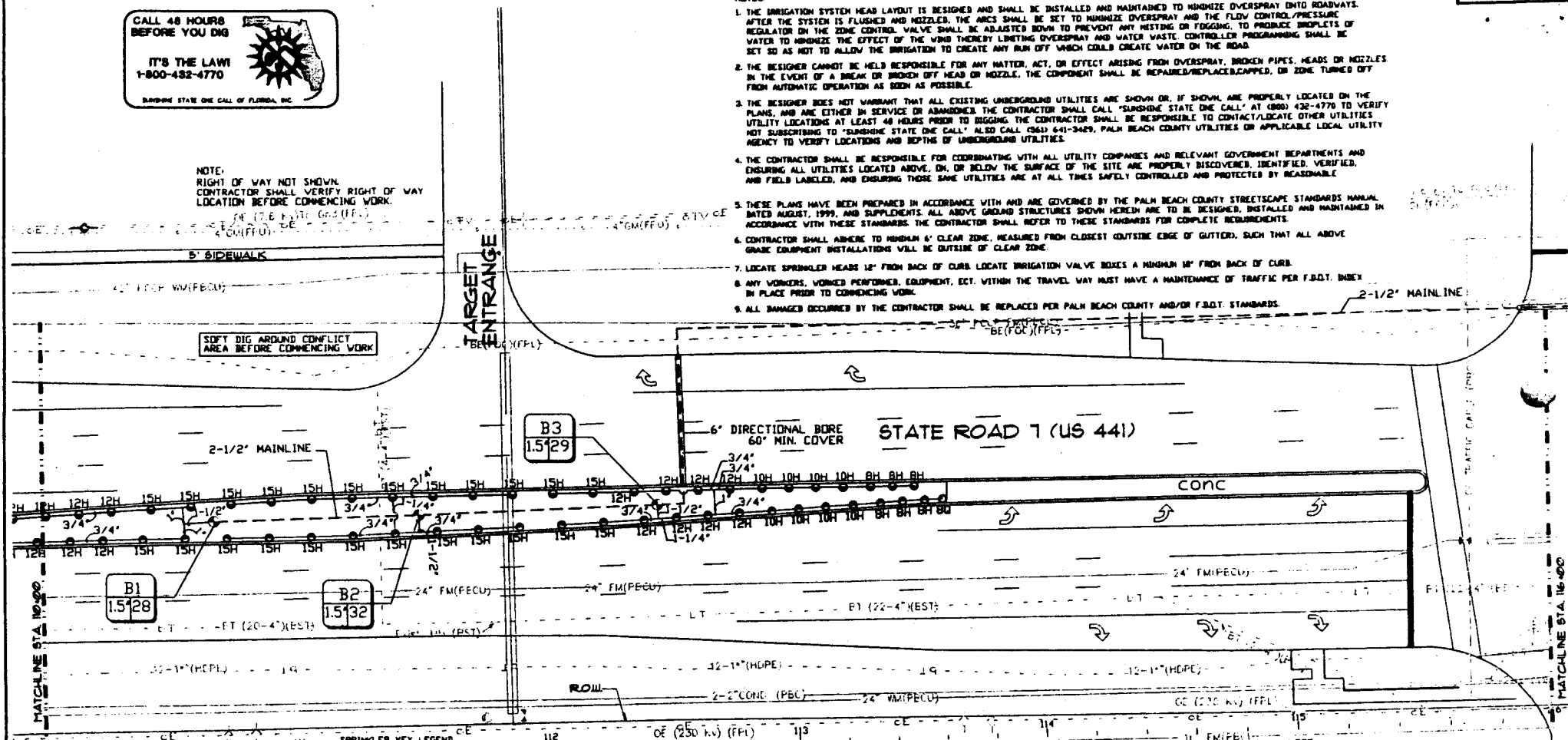
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



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6. CONTRACTOR SHALL ADHERE TO MINIMUM 6' CLEAR ZONE, MEASURED FROM CLOSEST OUTSIDE EDGE OF GUTTERS, 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.
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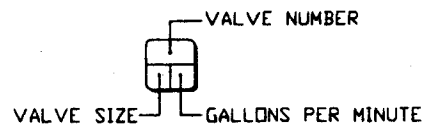
MATCHLINE STA. 10+00

MATCHLINE STA. 16+00

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5H	TDRD 5702-06-PRX-5H POP-UP SPRAY HEAD	6.00 Ft	23
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15F	TDRD 5702-06-PRX-15F POP-UP SPRAY HEAD	16.00 Ft	428

PIPE SIZING LEGEND

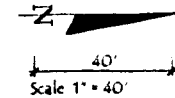
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1"	11-16
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3"	81-130



JAN 20 2009

NOTE:
CONTACT PALM BEACH COUNTY TRAFFIC DIVISION FOR LOCATION OF INTERSECTION SENSOR CONDUITS BEFORE EXCAVATING.

CHRISTOPHER L. SPAIN, C.I.D.
2211 NE Bayshore Drive, Jensen Beach, Florida 34957
Phone 772-331-1918 Fax 772-331-1917



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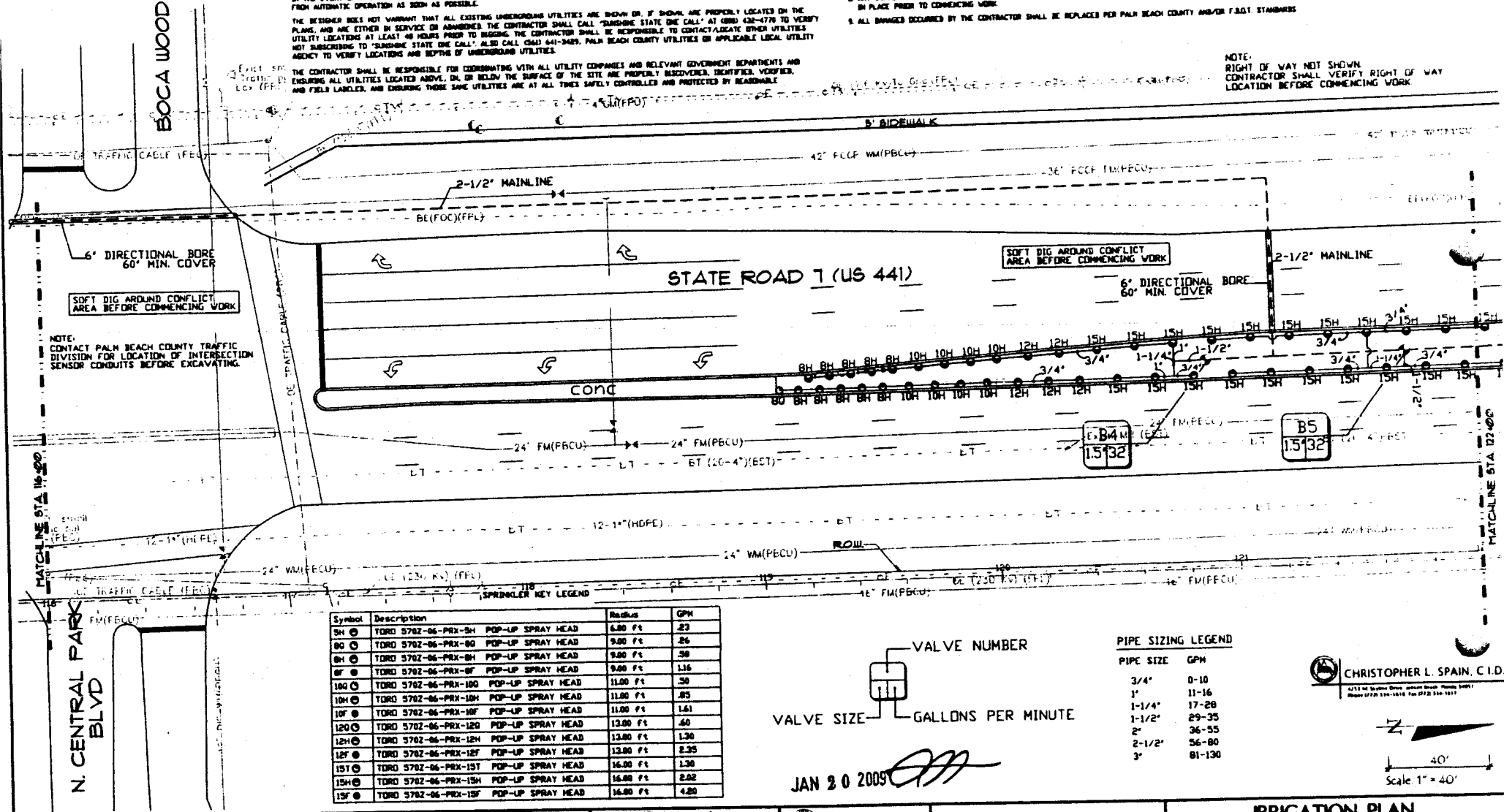


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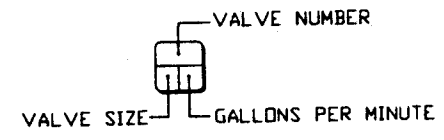
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5. CONTRACTOR SHALL ADHERE TO MINIMUM 4' CLEAR ZONE, MEASURED FROM CLOSEST OUTSIDE EDGE OF GUTTER, SUCH THAT ALL ABOVE GROUND EQUIPMENT INSTALLATIONS WILL BE OUTSIDE OF CLEAR ZONE.
6. LOCATE SPRINKLER HEADS 12" FROM BACK OF CURB. LOCATE IRRIGATION VALVE BOXES A MINIMUM 18" FROM BACK OF CURB.
7. ANY VORBERS, WORKED PERFORMED, EQUIPMENT, ECT. WITHIN THE TRAVEL WAY MUST HAVE A MAINTENANCE OF TRAFFIC PER F.B.D.T. IN PLACE PRIOR TO COMMENCING WORK.
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SPRINKLER KEY LEGEND

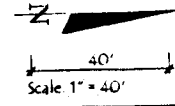
Symbol	Description	Radius	GPM
SH	TORO 5702-06-PRX-SH POP-UP SPRAY HEAD	4.80 FT	.23
80	TORO 5702-06-PRX-80 POP-UP SPRAY HEAD	9.00 FT	.26
84	TORO 5702-06-PRX-84 POP-UP SPRAY HEAD	9.00 FT	.30
87	TORO 5702-06-PRX-87 POP-UP SPRAY HEAD	9.00 FT	1.16
100	TORO 5702-06-PRX-100 POP-UP SPRAY HEAD	11.00 FT	.30
104	TORO 5702-06-PRX-104 POP-UP SPRAY HEAD	11.00 FT	.35
107	TORO 5702-06-PRX-107 POP-UP SPRAY HEAD	11.00 FT	1.61
120	TORO 5702-06-PRX-120 POP-UP SPRAY HEAD	13.00 FT	.40
124	TORO 5702-06-PRX-124 POP-UP SPRAY HEAD	13.00 FT	1.30
127	TORO 5702-06-PRX-127 POP-UP SPRAY HEAD	13.00 FT	2.35
151	TORO 5702-06-PRX-151 POP-UP SPRAY HEAD	16.00 FT	1.30
154	TORO 5702-06-PRX-154 POP-UP SPRAY HEAD	16.00 FT	2.02
157	TORO 5702-06-PRX-157 POP-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

CHRISTOPHER L. SPAIN, C.I.D.
 4215 NE Seaside Street, Jensen Beach, Florida 34957
 Phone: (772) 334-1414 Fax: (772) 334-1417



JAN 20 2009

NOTES:

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5. LOCATE SPRINKLER HEADS 12" FROM BACK OF CURB. LOCATE IRRIGATION VALVE SERIES A MINIMUM 10' FROM BACK OF CURB.
6. ANY WORKING, WORKING 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.
7. ALL DAMAGES OCCURRED BY THE CONTRACTOR SHALL BE REPLACED PER PALM BEACH COUNTY AND/OR F.D.O.T. STANDARDS.

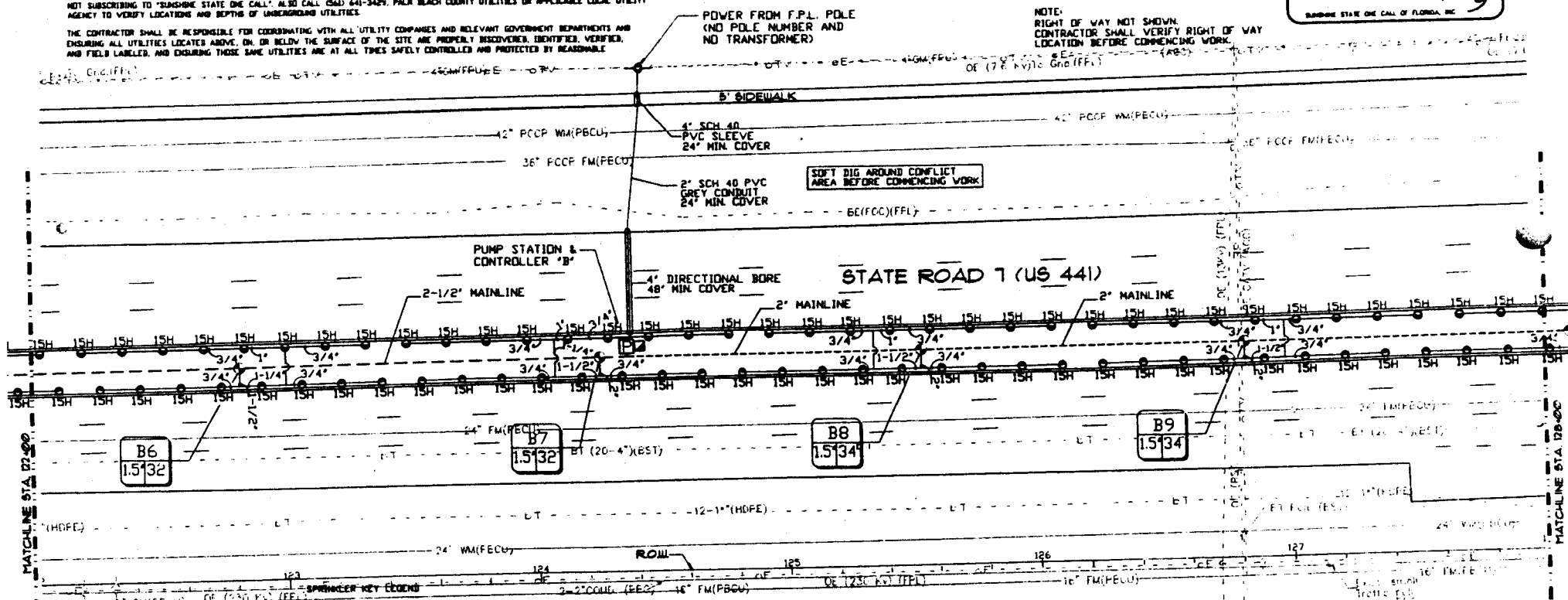
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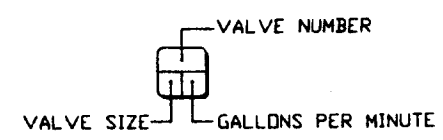


SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NOTE:
RIGHT OF WAY NOT SHOWN.
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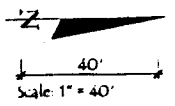
Symbol	Description	Radius	GPM
5H	TORD 5702-06-PRX-5H POP-UP SPRAY HEAD	6.00 Ft	23
6H	TORD 5702-06-PRX-6H POP-UP SPRAY HEAD	9.00 Ft	26
8H	TORD 5702-06-PRX-8H POP-UP SPRAY HEAD	9.00 Ft	58
8F	TORD 5702-06-PRX-8F POP-UP SPRAY HEAD	9.00 Ft	116
10H	TORD 5702-06-PRX-10H POP-UP SPRAY HEAD	11.00 Ft	50
10F	TORD 5702-06-PRX-10F POP-UP SPRAY HEAD	11.00 Ft	161
12H	TORD 5702-06-PRX-12H POP-UP SPRAY HEAD	13.00 Ft	60
12F	TORD 5702-06-PRX-12F POP-UP SPRAY HEAD	13.00 Ft	235
15H	TORD 5702-06-PRX-15H POP-UP SPRAY HEAD	16.00 Ft	130
15F	TORD 5702-06-PRX-15F POP-UP SPRAY HEAD	16.00 Ft	282



PIPE SIZING LEGEND

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3/4"	0-10
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1-1/4"	17-28
1-1/2"	29-35
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CHRISTOPHER L. SPAIN, C.I.D.
1715 NE Madison Blvd., Suite 2000, Palm Beach, FL 33407
Phone: 561-834-1800 Fax: 561-834-1817



JAN 20 2005

CS

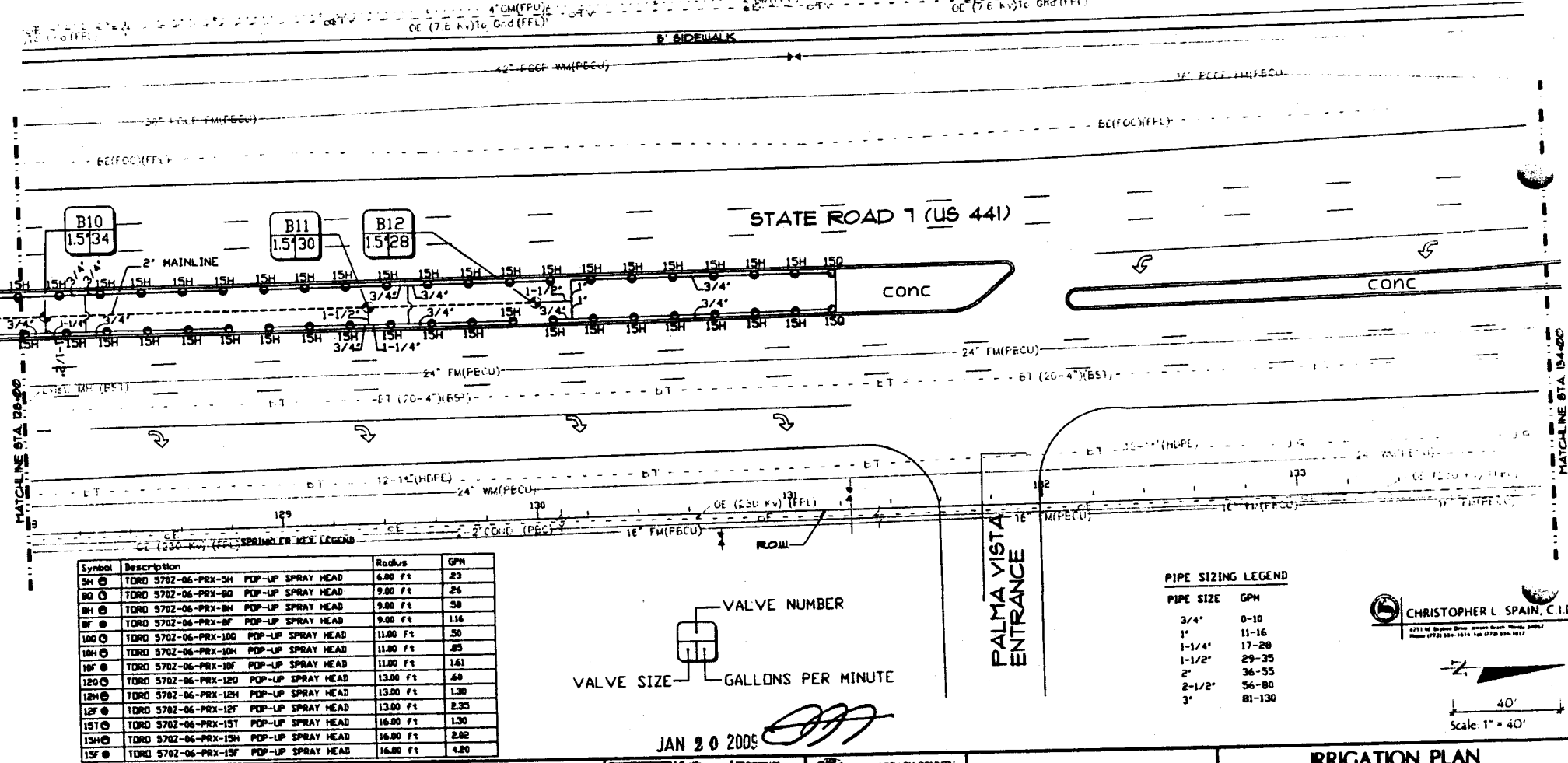
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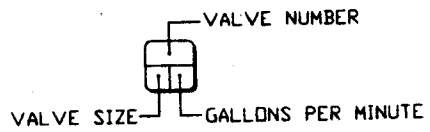
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7. LOCATE SPRINKLER HEADS 12" FROM BACK OF CURB. LOCATE IRRIGATION VALVE BOXES A MINIMUM 10' FROM BACK OF CURB.
8. ANY WORKERS, WORKS PERFORMED, EQUIPMENT, ETC. WITHIN THE TRAVEL WAY MUST HAVE A MAINTENANCE OF TRAFFIC PER F.A.D.T. BOOK IN PLACE PRIOR TO COMMENCING WORK.
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NOTE:
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CONTRACTOR SHALL VERIFY RIGHT OF WAY LOCATION BEFORE COMMENCING WORK.



Symbol	Description	Radius	GPM
15H	TORO 5702-06-PRX-5H POP-UP SPRAY HEAD	6.00 FT	23
80	TORO 5702-06-PRX-80 POP-UP SPRAY HEAD	9.00 FT	25
8H	TORO 5702-06-PRX-8H POP-UP SPRAY HEAD	9.00 FT	58
8F	TORO 5702-06-PRX-8F POP-UP SPRAY HEAD	9.00 FT	116
100	TORO 5702-06-PRX-100 POP-UP SPRAY HEAD	11.00 FT	50
10H	TORO 5702-06-PRX-10H POP-UP SPRAY HEAD	11.00 FT	85
10F	TORO 5702-06-PRX-10F POP-UP SPRAY HEAD	11.00 FT	161
120	TORO 5702-06-PRX-120 POP-UP SPRAY HEAD	13.00 FT	40
12H	TORO 5702-06-PRX-12H POP-UP SPRAY HEAD	13.00 FT	130
12F	TORO 5702-06-PRX-12F POP-UP SPRAY HEAD	13.00 FT	235
15I	TORO 5702-06-PRX-15I POP-UP SPRAY HEAD	16.00 FT	130
15H	TORO 5702-06-PRX-15H POP-UP SPRAY HEAD	16.00 FT	262
15F	TORO 5702-06-PRX-15F POP-UP SPRAY HEAD	16.00 FT	420



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

JAN 20 2005

STATE ROAD 7

IRRIGATION PLAN
STA. 128+00 THRU STA. 134+00

Scale: 1" = 40'

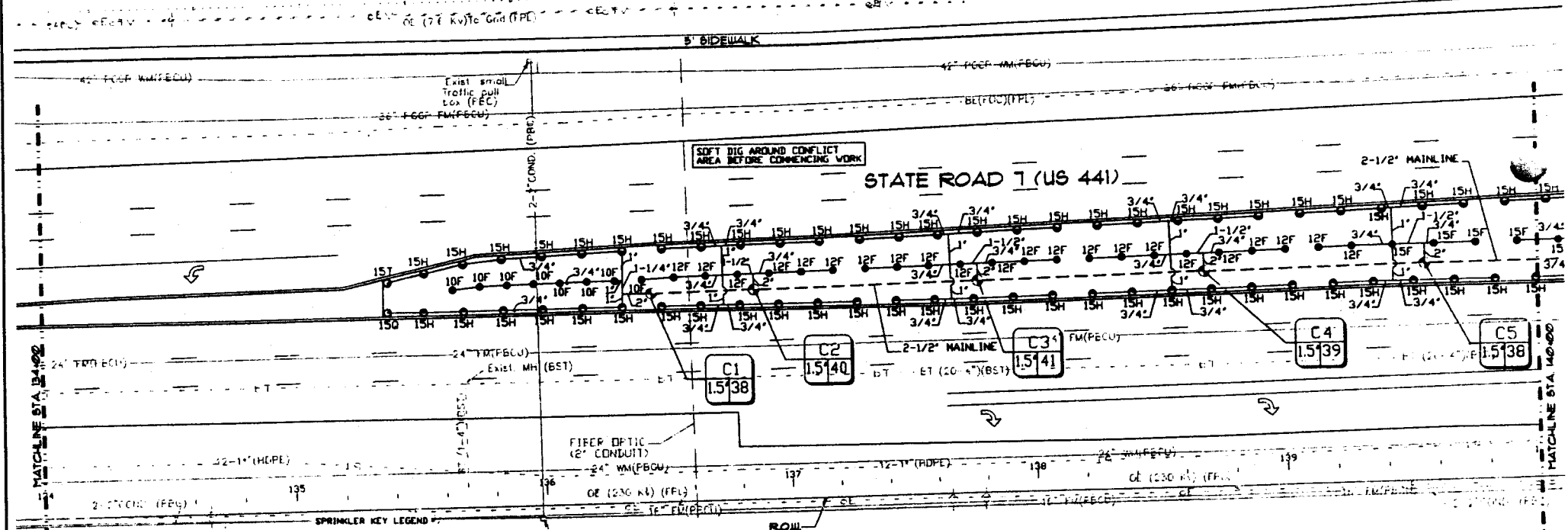
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5. LOCATE SPRINKLER HEADS 12" FROM BACK OF CURB. LOCATE IRRIGATION VALVE BOXES A MINIMUM 18" FROM BACK OF CURB.
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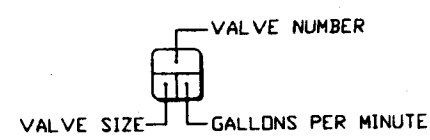
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 1-800-432-4770
 SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SPRINKLER KEY LEGEND

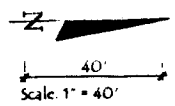
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PIPE SIZE	GPH
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CHRISTOPHER L. SPAIN, C.I.D.
 4751 NE Stadium Drive, Palm Beach, Florida 33407
 Phone: 561.838.1515 Fax: 561.838.1517



JAN 20 2009

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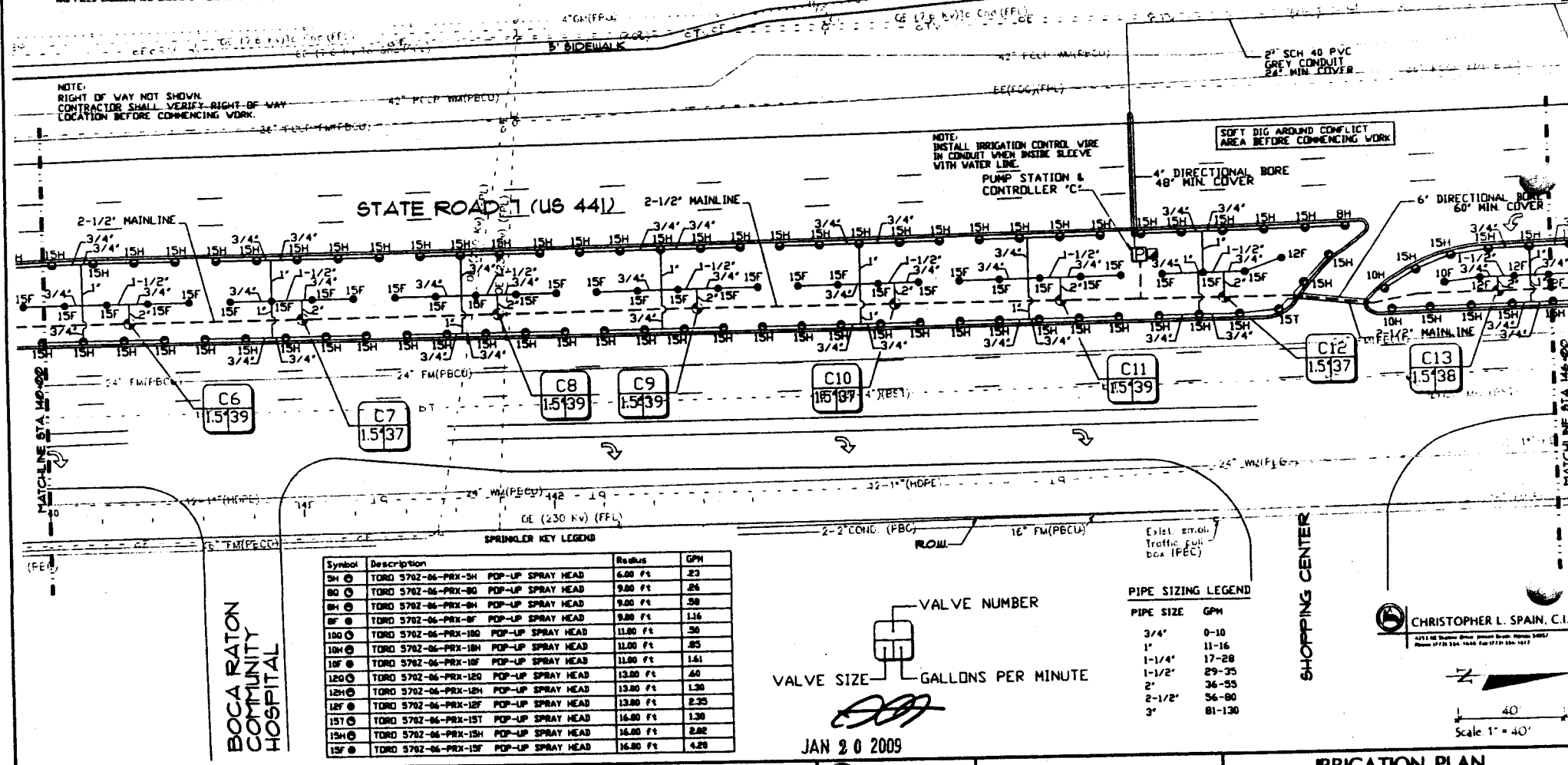
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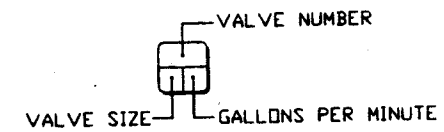
NOTE:
 INSTALL IRRIGATION CONTROL WIRE IN CONDUIT WHEN INSIDE SLEEVE WITH WATER LINE.

SOFT DIG AROUND CONFLICT AREA BEFORE COMMENCING WORK



SPRINKLER KEY LEGEND

Symbol	Description	Radius	GPM
SH	TORO 5702-06-PRX-SH POP-UP SPRAY HEAD	6.00 FT	23
80	TORO 5702-06-PRX-80 POP-UP SPRAY HEAD	9.00 FT	26
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12H	TORO 5702-06-PRX-12H POP-UP SPRAY HEAD	13.00 FT	1.30
12F	TORO 5702-06-PRX-12F POP-UP SPRAY HEAD	13.00 FT	2.35
15T	TORO 5702-06-PRX-15T POP-UP SPRAY HEAD	16.00 FT	1.30
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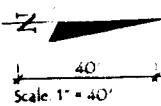
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BOCA RATON COMMUNITY HOSPITAL

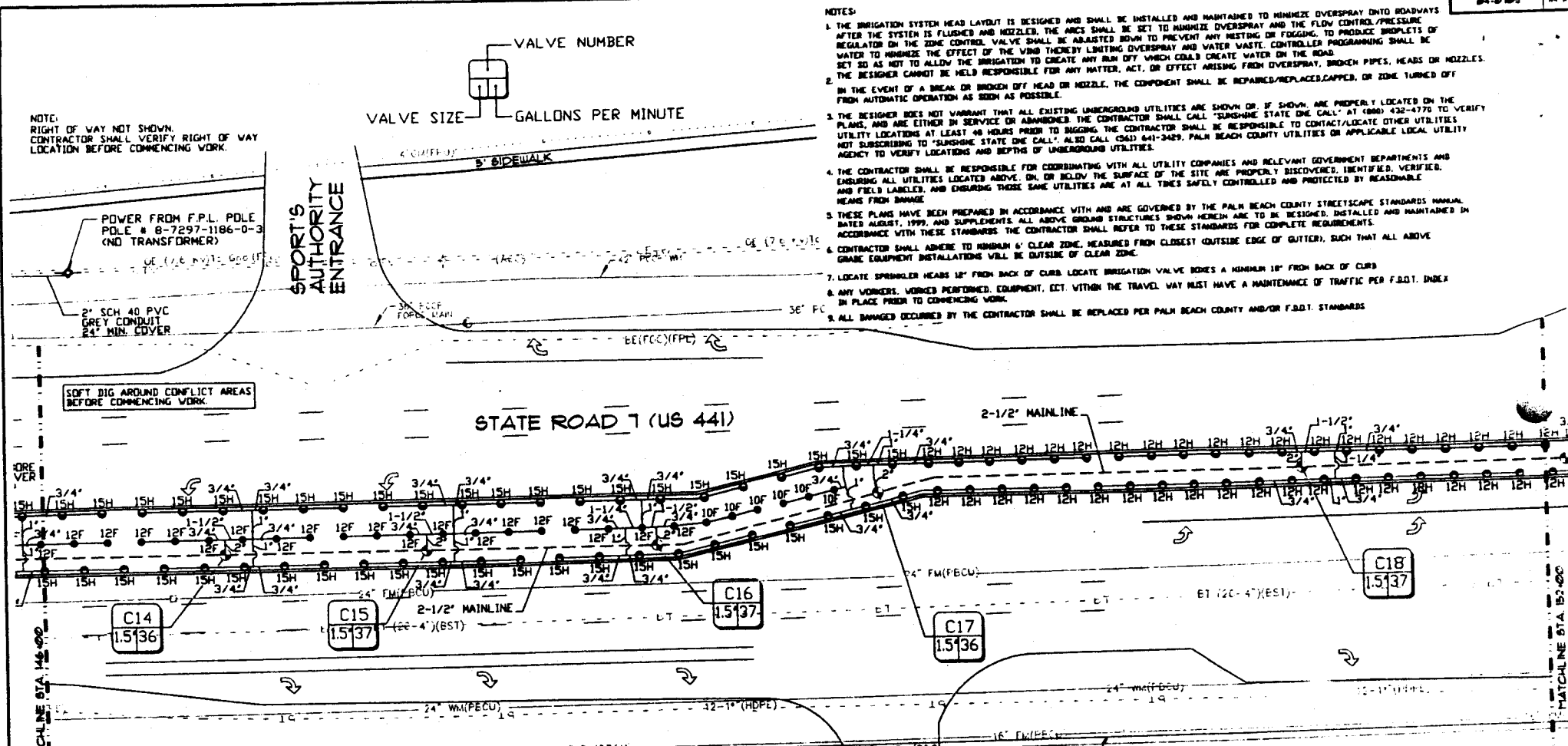
SHOPPING CENTER

CHRISTOPHER L. SPAIN, C.I.D.
4175 NE Shallowford Avenue, Palm Beach, Florida 33407
 Phone: 561-991-1000 Fax: 561-991-1017



JAN 20 2005

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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 THESE 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 BODIES A MINIMUM 18" FROM BACK OF CURB
 8. ANY WORKERS, WORKER 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

SOFT DIG AROUND CONFLICT AREAS
BEFORE COMMENCING WORK.

FORE
VER

MATCHLINE STA. 146+00

MATCHLINE STA. 152+00

SPRINKLER KEY LEGEND

Symbol	Description	Radius	GPM
SH	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	116
100	TORD 5702-06-PRX-100 POP-UP SPRAY HEAD	11.00 ft	50
10H	TORD 5702-06-PRX-10H POP-UP SPRAY HEAD	11.00 ft	85
10F	TORD 5702-06-PRX-10F POP-UP SPRAY HEAD	11.00 ft	161
120	TORD 5702-06-PRX-120 POP-UP SPRAY HEAD	13.00 ft	60
12H	TORD 5702-06-PRX-12H POP-UP SPRAY HEAD	13.00 ft	130
12F	TORD 5702-06-PRX-12F POP-UP SPRAY HEAD	13.00 ft	235
15T	TORD 5702-06-PRX-15T POP-UP SPRAY HEAD	16.00 ft	130
15H	TORD 5702-06-PRX-15H POP-UP SPRAY HEAD	16.00 ft	282
15F	TORD 5702-06-PRX-15F POP-UP SPRAY HEAD	16.00 ft	420

CALL 48 HOURS
BEFORE YOU DIG

IT'S THE LAW!
1-800-482-4770

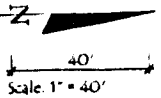
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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.
4211 NE Shalton Drive, Suite 2000, Palm Beach, Florida 33481
Phone: 561-724-1414 Fax: 561-724-1417



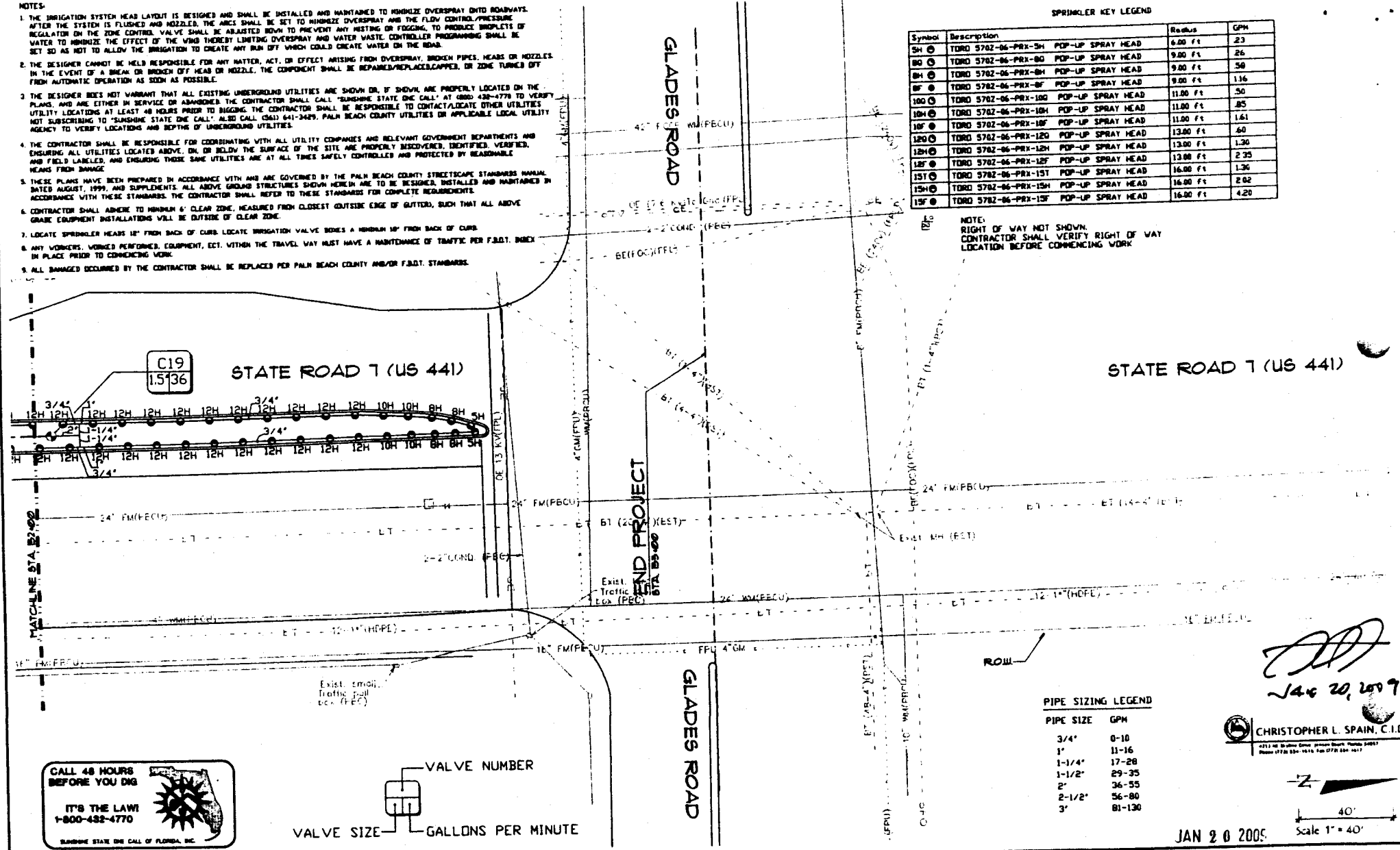
NOTES:

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 HEAVING OR FLOODING. 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.
2. THE DESIGNER CANNOT BE HELD RESPONSIBLE FOR ANY HAZARD, 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 "FLORIDA STATE ONE CALL" AT (888) 438-4778 TO VERIFY UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO DIGGING. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT/LOCATE OTHER UTILITIES NOT SUBSCRIBING TO "FLORIDA 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.
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7. LOCATE SPRINKLER HEADS 18" 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.B.D.T. BOOK IN PLACE PRIOR TO COMMENCING WORK.
9. ALL DAMAGED OCCURRED BY THE CONTRACTOR SHALL BE REPLACED PER PALM BEACH COUNTY AND/OR F.B.D.T. STANDARDS.

SPRINKLER KEY LEGEND

Symbol	Description	Radius	GPM
5H	TORO 5702-06-PRX-5H POP-UP SPRAY HEAD	6.00 Ft	23
80	TORO 5702-06-PRX-80 POP-UP SPRAY HEAD	9.00 Ft	26
84	TORO 5702-06-PRX-84 POP-UP SPRAY HEAD	9.00 Ft	50
8F	TORO 5702-06-PRX-8F POP-UP SPRAY HEAD	9.00 Ft	116
100	TORO 5702-06-PRX-100 POP-UP SPRAY HEAD	11.00 Ft	50
10H	TORO 5702-06-PRX-10H POP-UP SPRAY HEAD	11.00 Ft	85
10F	TORO 5702-06-PRX-10F POP-UP SPRAY HEAD	11.00 Ft	141
120	TORO 5702-06-PRX-120 POP-UP SPRAY HEAD	13.00 Ft	60
12H	TORO 5702-06-PRX-12H POP-UP SPRAY HEAD	13.00 Ft	130
12F	TORO 5702-06-PRX-12F POP-UP SPRAY HEAD	13.00 Ft	235
15T	TORO 5702-06-PRX-15T POP-UP SPRAY HEAD	16.00 Ft	136
15H	TORO 5702-06-PRX-15H POP-UP SPRAY HEAD	16.00 Ft	202
15F	TORO 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
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
1-800-482-4770
FLORIDA STATE ONE CALL OF FLORIDA, INC.

VALVE NUMBER
VALVE SIZE — GALLONS PER MINUTE

Handwritten signature and date: Jan 20, 2009

CHRISTOPHER L. SPAIN, C.I.D.
2012 W. Shiloh Drive, Palm Beach, Florida 33417
Phone: 561.834.1016 Fax: 561.834.1017

Scale 1" = 40'

JAN 20 2005

IRRIGATION PLAN
STA 152-00 THRU STA 155-00

STATE ROAD 7



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

MATERIAL QUANTITY

Irrigation Heads

Quantity	Symbol	Description	Radius
2	5H	TORD 570Z-06-PRX-5H PDP-UP SPRAY HEAD	6.00 ft
4	80	TORD 570Z-06-PRX-80 PDP-UP SPRAY HEAD	9.00 ft
34	8H	TORD 570Z-06-PRX-8H PDP-UP SPRAY HEAD	9.00 ft
2	100	TORD 570Z-06-PRX-100 PDP-UP SPRAY HEAD	11.00 ft
38	10H	TORD 570Z-06-PRX-10H PDP-UP SPRAY HEAD	11.00 ft
15	10F	TORD 570Z-06-PRX-10F PDP-UP SPRAY HEAD	11.00 ft
94	12H	TORD 570Z-06-PRX-12H PDP-UP SPRAY HEAD	13.00 ft
45	12F	TORD 570Z-06-PRX-12F PDP-UP SPRAY HEAD	13.00 ft
3	150	TORD 570Z-06-PRX-150 PDP-UP SPRAY HEAD	16.00 ft
2	15T	TORD 570Z-06-PRX-15T PDP-UP SPRAY HEAD	16.00 ft
358	15H	TORD 570Z-06-PRX-15H PDP-UP SPRAY HEAD	16.00 ft
34	15F	TORD 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	□	Pump Station / Controller: See Detail	3 H.P.

Valves

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

Wire (Low Voltage)

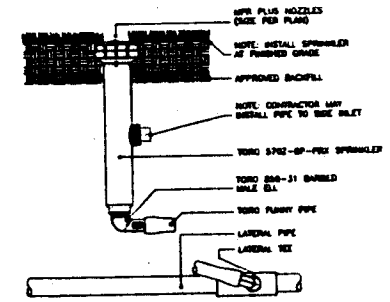
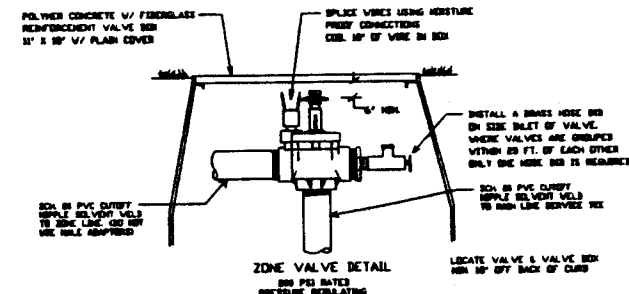
Quantity	Description	Size
3660 ft	UF direct burial wire (Ground)	AWG 12
19880 ft	UF direct burial wire (Control)	AWG 14

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: AVG 14 FOR ALL HOT WIRES AND AVG 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 DRY OR EQUAL TYPE CONNECTORS.
RUN 2 SPARES FROM CONTROLLER IN EACH DIRECTION ALL AROUND MAIN IN ADDITION TO ANY SPARES AT STUBOUTS SHOWN, COMMON TO BE WHITE, SPARES BLACK, HOT 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 & RETEST. 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 CONTRACTORS 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 FRICDEL	561-346-1302
PBC TRAFFIC DIVISION	SCOTT PHILBROCK	561-233-3900
FLORIDA PUBLIC UTILITIES	BURLY SMITH	561-838-1773

JAN 20 2005

CHRISTOPHER L. SPAIN, C.I.C.
4211 NE Gateway Drive, Suite 2000, Palm Beach, Florida 33407
Phone: 561-724-1616 Fax: 561-724-1617

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

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

Page 1 of 5

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 desired 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 than 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*.

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

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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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**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
AGREEMENT**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**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.

MAINTAINING AGENCY

BY: (Signature) [Signature]

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

(Typed Title: _____)

DATE: _____

DOROTHY H. WILKEN, CLERK
Board of County Commissioners

ATTEST: By [Signature]

DEPUTY CLERK

CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

[Signature]
ENGINEERING

FDOT

BY: (Signature) [Signature]

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

(Typed Title: DIRECTOR OF PLANNING & PRODUCTION)

DATE: 11/19/03

FDOT Legal Review

BY: (Signature) [Signature]

(Typed Name: DAWN RADUANO)

District Counsel

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 Pinchurst 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 Pinhurst 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

ACTIVITY	UNIT	(A) PERCENT FUNDED	(B) COST PER UNIT (\$)	(C) CYCLES BUDGETED (NO. OF TIMES SERVICED/YR)	(D) 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

Randolph, Mary Ann

From: Lucero, Michael
Sent: Monday, October 26, 2009 4:33 PM
To: Thomas, Teresa; Randolph, Mary Ann; Hassett, Elisabeth
Cc: Grabloski, Ron
Subject: FW: FUNDS APPROVAL/REVIEWED FOR CONTRACT APQ57

-----Original Message-----

From: The job FI989HLR
Sent: Monday, October 26, 2009 4:24 PM
To: Lucero, Michael
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT APQ57

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #APQ57 Contract Type: AK Method of Procurement: G
Vendor Name: PALM BEACH COUNT
Vendor ID: VF596000785001
Beginning date of this Agmt: 10/26/09
Ending date of this Agmt: 12/31/11
Contract Total/Budgetary Ceiling: ct = \$200,000.00

Description:
Landscaping Beautification

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED

55 043010401 *OM *790092 * 200000.00 *42601315801 *215 *
2010 *55150200 *088717/10
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 200,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 10/26/2009

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

FUND Transportation Improvement

BGRV 042111-516
BGEX 042111-1408

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/21/11	REMAINING BALANCE
REVENUES								
SR7/PALMETTO PARK-GLADES (OTIS)								
3500-361-1315-3449	State Gmt Oth Transportation	200,000	200,000	48,000	0	248,000		
TOTAL RECEIPTS & BALANCES		250,987,877	244,921,284	48,000	0	244,969,284		
EXPENDITURES								
SR7/PALMETTO PARK-GLADES (OTIS)								
3500-361-1315-6510	Landscaping/Irrigation-Infra	200,000	200,000	48,000	0	248,000	0	248,000
TOTAL APPROPRIATIONS & EXPENDITURES		250,987,877	244,921,284	48,000	0	244,969,284		

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 05/17/11

Engineering & Public Works

Atwillhite

4/21/11

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners